

Specification

Provision of VMware Software and Support

Contract Reference: PS/23/08

Framework Title & Reference: Technology Products and
Associated Services RM6068

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1. Introduction

In accordance with the terms and conditions of **Technology Products & Associated Services RM6068** the Driver and Vehicle Licensing Agency (DVLA) invites proposals for the renewal of VMware software and support.

2. Background to the Requirement

The DVLA is an Executive Agency of the Department for Transport (DfT), based in Swansea. The DVLA's primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty (VED).

DVLA currently have a VMware Software support contract which expires 27/03/23.

This requirement includes renewal of support and maintenance of perpetual licences and renewal of subscription licences (as detailed in Section 6).

The term of the contract will be for 12 months to cover period 28/03/23 – 27/03/24.

3. Procurement Timetable

The timetable for this procurement is set out in the table below. The timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

Suppliers will be informed if changes to the timetable are necessary.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Publication of ITT via DfT sourcing portal	31/01/23
Clarification period starts	31/01/23
Clarification period closes (Clarification deadline)	06/02/23 @ 17:00hrs
Deadline for publication of responses to Clarification Questions	08/02/23 @ 17:00hrs
Deadline for submission of Tenders via DfT Sourcing Portal	14/02/23 @ 23:59hrs
Evaluation Period	15/02/23 – 22/02/23
Issue Award Letter	23/02/23
Execution (signature) of Call-Off Contract	By 01/03/23
Commencement Date of Contract / Provision of Service	28/03/23

DVLA reserves the right to amend the Timetable. Any changes to the Timetable shall be notified to all suppliers as soon as practicable.

4. Scope

The scope of the requirement extends to renewal of subscription licences for 12 months and 12 months support for existing perpetual licences as detailed in Section 6.

5. Implementation and Deliverables

The support contract must be in place to commence from 28/03/23.

6. Specifying Goods and / or Services

DVLA currently have both perpetual and subscription VMware Licences with support. This requirement is for the renewal of support and maintenance of the perpetual licences and renewal of the subscription licences for 12 months, as detailed in the below table:

Description of Software	Quantity	Requirement & Duration	Level of Support
VMware vCenter Server Standard for vSphere (per instance) Licence and 12 months Support	2	Renewal of subscription including support for 12 months	"Production" 24 x 7 x 365
VMware vSphere Enterprise Plus for 1 Processor (perpetual licence)	108	12 months support for perpetual licences	
VMware Workstation	6	Renewal of subscription including support for 12 months support	

DVLA have an associated Account Manager at VMware who will be able to assist suppliers in pricing this requirement. His details are:

Name: **REDACTED**
Email: **REDACTED**
Mobile: **REDACTED**

6.1 Service Levels

The support and maintenance package required for all licences is Production Level of support and will include:

- 24x7x365 hours of support operation
- Unlimited number of support requests

- Online access to documentation, technical resources and knowledge base
- Product updates and upgrades

Response targets:

- Critical (Severity 1) – response 30mins or less; 24x7
- Major (Severity 2) – response 4 business hours
- Minor (Severity 3) – response 8 business hours

7. Quality Assurance Requirements

Not Applicable

8. Other Requirements

8.1 Information Assurance

Removable Media

Suppliers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Supplier Staff to take data off site in electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive.

Security Clearance

Level 1

Suppliers are required to acknowledge in their response that any Supplier Staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

Processing Personal Data and Data

Please note that the successful supplier as part of the contract agrees to comply with all applicable requirements of UK Data Protection Legislation (including UK GDPR) and all applicable Law about the processing of personal data and privacy.

8.2 Sustainability

The DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns to the Government's Greening Commitment which states we must: "Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society."

DVLA is certified to ISO 14001:2015 and more information is available in our Environmental Policy at:

<https://www.gov.uk/government/publications/dvlas-environmental-policy>

8.3 Health and Safety

DVLA has an Occupational Health and Safety Management System that is certificated to ISO45001. Further information on our Health & Safety Policy, is available on request.

8.4 Diversity and Inclusion

The Public Sector Equality Duty (PSED) is a legal requirement under the Equality Act 2010. The Equality Duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day-to-day work – in shaping policy, in delivering services, and in relation to their own employees. DVLA is committed to encouraging equality, diversity and inclusion within our workforce and against unlawful discrimination of employees, customers and the public. We promote dignity and respect for all and will not tolerate bullying, harassment or discrimination by staff, customers or partners we work with. Everyone working for us and with us, as partners in delivering our services, has a personal responsibility for implementing and promoting these policy principles in their day-to-day transactions with customers and our staff.

A full copy of our Equality, Diversity and Inclusion Policy is available on request from the DVLA.

8.5 Business Continuity

Suppliers (including the supply chain) shall have robust Business Continuity and Disaster recovery Plans which align to a code of practice such as ISO22301. Suppliers may be asked to supply the contents of these plans to the Agency.

The successful supplier will test their business continuity arrangements no less than once per annum and shall inform the Agency when such tests or exercises are scheduled. Outcomes of these tests or exercises must be made available to the Agency in writing upon request.

Suppliers will notify DVLA in writing within twenty-four (24) hours of any activation of the business continuity plan, in relation to the services provided to DVLA.

8.6 Procurement Fraud

The DVLA adopts a zero tolerance approach to procurement fraud and bribery. Please read the DfT Counter Fraud, Bribery, Corruption and Ethical Procurement Statement in **Appendix B**.

8.7 Use of DVLA Brands, Logos and Trademarks

The DVLA does not grant the successful Supplier licence to use any of the DVLA's brands, logos or trademarks except for use in communications or official contract documentation, which is exchanged between the DVLA and the successful Supplier as part of their fulfilment of the Contract.

Approval for any further specific use of the DVLA's brands, logos or trademarks must be requested and obtained in writing from the DVLA.

9. Management and Contract Administration

Invoicing Procedures

DVLA invoicing procedures are detailed in **Appendix C**.

Subcontracting to Small and Medium Enterprises (SMEs):

DVLA is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their subcontracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk [website](#) for further information).

If you tell us you are likely to subcontract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice.

10. Training / Skills / Knowledge Transfer

Not applicable

11. Documentation

Pricing Schedule Appendix A

Suppliers **must** complete **Appendix A – Pricing Schedule** in order to provide a full and transparent breakdown of costs associated with this contract

12. Arrangement for End of Contract

The Supplier shall fully cooperate with the DVLA to ensure a fair and transparent re-tendering process for this contract. This may require the Supplier to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

13. Response Evaluation

The evaluation will comprise of the following elements:

- 1) an evaluation of mandatory requirements. These will be assessed on a pass/fail basis. Responses that fail any of the mandatory requirements may be disqualified from further consideration
- 2) an evaluation of the prices submitted

Mandatory Requirements (if applicable)

Annex 1 provides details of any elements/criteria considered as critical to the requirement. These are criteria, which will be evaluated on a pass/fail basis. A fail may result in the response being excluded from further evaluation.

Financial / Price Criteria

Evaluation of the prices submitted will be performed separately by a Commercial Finance Accountant and details will not be made available to the Quality Evaluation Panel. This is to ensure fairness and avoid any subconscious influence of a lower price on the quality scoring. The overall percentage weighting allocated for the Financial/Price Criteria is outlined in the table "Overall Weighting Allocation".

Financial / Price Criteria Scoring Methodology:

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:

The lowest quoted price will be awarded the maximum score available. Each subsequent responses will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

$$\frac{(\text{Lowest Quoted Price})}{\text{Price Quoted per Supplier}} \times \text{Maximum Score Available (i.e. Weighting)}$$

For example, if the Financial/Price weighting allocation is 40%, the maximum score available is 40. Supplier A submits the lowest price of £100,000 and Supplier B submits a price of £180,000. Based on the above calculation Supplier A and B will receive the scores shown below:

Supplier A = $100\text{k}/100\text{k} \times 40 = 40\%$

Supplier B = $100\text{k}/180\text{k} \times 40 = 22.22\%$

Overall Weighting Allocation

Evaluation Criteria	Weighting
Financial / Price Criteria	100%
Total	100%

Annex 1

Evaluation Criteria

Mandatory Criteria

Mandatory Criteria	Mandatory Criteria Description	Pass/Fail
Framework Core Terms and Schedules	<p>The Crown Commercial Service (CCS) Public Sector Contract and its associated Core Terms and Schedules will apply to any resultant contract awarded under this Invitation to Tender. Bidders are asked to review the Core Terms in addition to the Call Off and Joint Schedules identified as being applicable to this tender process. These are referenced in the draft Call Off Order Form (Schedule 6).</p> <p>The successful bidder will be expected to contract on the basis of the above terms. Therefore, with the exception of populating the highlighted areas in the published Call Off and Joint Schedules, the Authority will not accept any amendments, revisions or additions to these schedules.</p> <p>Bidders who are unable to contract on the terms as drafted will be deemed non-compliant and their bid will be rejected.</p> <p>Please provide a YES/NO response to this question</p>	

Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	100%	Lowest priced bid submitted on Appendix A Price Schedule receives full score
	Total = 100%	