RFP 16-2022

RENEWAL OF current VMWARE SOFTWARE sUPPORT and subscription

and

the procurement of additional VMWARE SOFTWARE licenses

Business requirements Specification

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**SARS RFP 06-2020**

**Business Requirements Specification**

RENEWAL OF current VMWARE SOFTWARE SUPPORT and SUBSCRIPTION AND PROCUREMENT OF additional VMWARE SOFTWARE LICENSES

This document forms part of the RFP pack. The document sets out the business requirements that SARS has for the renewal of VMWare software support and subscription (SnS) and the procurement of additional VMWare software licenses.

This document and any appendices must be read in conjunction with all other documents in the RFP pack as such documents may contain further requirements that must be taken into account by the Bidder in compiling a proposal. The Bidder is referred, in particular, but without limitation to the following documents in the RFP pack:

* RFP Main Document;
* *The VMWare agreement*

*The VMWare agreement* sets out the provisions of the agreement under which SARS intends contracting with the successful Bidder(s). While the Bidder is required to respond to the entire *VMWare agreement* of particular relevance to this *Business Requirements Specification* are the following Schedules and Appendices, which must be read in conjunction with this document:

* Appendix A: Current VMware license renewal requirements (operational requirement)
* Appendix B: VMware software licenses (additional)

1. Usage of Terms in this Document

References to Other Documents in the RFP pack

Underlined and italicised names are references (or short names) to other documents in the RFP pack. The Bidder is referred the *RFP Main Document* for the table of documents and their short names.

Glossary Table

The capitalised terms in this document appearing in the glossary table below will have their corresponding meanings. The Bidder is referred to the *RFP Main Document* for the use and meaning of capitalised terms generally in the RFP pack.

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| Business Day | All days that are not Saturdays, Sundays or public holidays. |
| Business Hours | 8:00-17:00 on Business Days. |
| Licences | Perpetual licence maintenance and support to be renewed by SARS as contemplated herein |
| OEM | Original Equipment Manufacturer |
| Services | The services to be delivered by the SP as set out in paragraph 3 |
| SnS | Support and subscription |
| SP | Service Provider |
| TAM | Technical Account Manager |
| Term | The term of the VMWare Agreement |
| VMWare agreement | Means the VMWare Software Maintenance and Support Agreement |

Mandatory and Directory Requirements

Bidders are advised to read the business requirements as set out in this document with care. Where SARS has specified a mandatory requirement, (i.e. where the business requirement, by the context; presence of verbs such as ‘must’; ‘will’; ‘shall’ etc.; or explicit instruction indicates that it is mandatory) the Bidder must build and price its solution accordingly. If a proposal fails to meet or does not address a mandatory requirement, the proposal may, at SARS’s discretion, be disqualified at any stage of the evaluation process as being non-responsive.

Directory requirements (i.e. where the business requirement, by the context; presence of verbs such as ‘may; ‘should; ‘can’ etc.; or explicit instructions indicate that it is directory) are requirements that SARS does not regard as mandatory.

1. Background

SARS’s mandate under the South African Revenue Service Act 34 of 1997 includes the collection of all revenues that are due, ensuring maximum compliance with revenue legislation and providing a customs service that will maximise revenue collection, facilitate trade and protect the borders of South Africa. SARS’s vision is to be an innovative revenue and customs agency that enhances economic growth and social development and supports South Africa's integration into the global economy in a way that benefits all citizens. SARS strives to exercise its mandate in an efficient and cost effective manner.

Since 2008, SARS has successfully implemented and maintained the VMWare solution for server virtualisation with assistance from the OEM (VMWare International). It is now SARS’s intension to maintain these capabilities by renewing the VMWare software maintenance and support with a distributor / re-seller (i.e. the SP).

A significant investment has already been made on VMWare Software and licenses for SARS’s virtual server environment. The SARS virtual server environment hosts approximately 2021 production and 180 disaster recovery servers. SARS is aiming to use this existing investment as the basis for continuing with this tender mainly to prevent a recurring capital expenditure and to ensure availability and stability of the current environment.

The primary objective of this RFP is to select and appoint a SP that is competent in VMware Server Virtualisation and has the required technical know-how, skill and capability to continue the maintenance and support of VMWare licenses as well as provide SARS with the required Services that complements the existing virtual environment.

The remainder of this Business Requirement Specification sets out the specific requirements desired from the new SP. The Term of the SP appointment will be for a period of three (3) years, subject to the VMWare agreement.

1. General Requirements for the services

Accountability

SARS requires a single, accountable SP to deliver the desired Services. The SP is allowed to partner with other service providers within the same category level or higher. However, such arrangements will be regarded by SARS as internal operations and whilst the SP remains responsible for such arrangement, SARS reserves the right to query, audit and obtain information to determine if such arrangement are compliant with procurement prescripts, BBBEE, Companies Act, to name a few.

Variation

SARS will retain the right to vary the number of Licenses to be renewed before the commencement date of the VMWare agreement and during the Term, at no penalty whatsoever and subject to SARS’s procurement governance processes and procedures.

Procurement

Due to envisaged growth and expansion in the future, SARS requires the option to procure new licenses or to reinstate licenses (procured previously) as part of this scope of Service, which procurement or re-instatement will be subject to SARS’s procurement governance processes and procedures.

Non-Exclusivity

SARS will retain the right to source any part of the scope of Services from other service providers during the Term or to provide a part of the scope of services itself.

Transformation

SARS has no specific and immediate requirement to undertake a major transformation in terms of the technology or processes as part of the Services. In the event that SARS undertakes a transformation of technology or process during the Term, the SP may be engaged on a project basis to provide services supporting the transformation.

Training

The SP will not be required to provide formal training to SARS staff unless there is an introduction of new technology to the current VMWare environment at no costs to SARS. As and when required by SARS, the SP may be required to provide *ad hoc* technical training, for example, as part of a project, subject to SARS’s procurement governance processes and procedures.

Knowledge transfer

The SP will be required during the Term, to provide knowledge transfer to SARS, including its personnel, which shall be planned appropriately in accordance with SARS’s knowledge and skills gaps. The SP will work together with SARS in order to design and develop a knowledge transfer plan including the scope and performance measurement thereof.

Disaster Recovery and Business Resumption

Ensuring continuity of the services is business critical to SARS. To mitigate the effects of any disaster incident, the SP shall implement and maintain a proven Business Continuity Plan that is satisfactory to SARS, which plan must include a Disaster Recovery Plan, evidencing the SP’s ability to resume the rendering of the Services within the time period allowed. The cost of developing and implementing and maintaining the Business Continuity Plan shall be for the account of the SP. SARS or its nominee, shall have the right to review and assess the SP’s Business Continuity Plans in respect of each Deliverable.

Consulting

The SP will as a value-add, be required to provide SARS with ad hoc advisory services related to the Services and/or VMWare environment, including advising and recommending continuous improvements and possible technological enhancements to SARS including any cost saving strategies, at no additional cost.

Formal consulting assignments may be engaged on a paid-for basis. Formal paid-for consulting assignments will only be provided on written authorisation by SARS to the SP and subject to SARS’s procurement governance processes and procedures.

Processes, Procedures, Schedules, Work Practices

* The SP is required to execute the processes, procedures, schedules and work practices developed in accordance with *the The VMWare agreement.*
* SARS virtual server environment hosts approximately 2021 production and 180 disaster recovery servers. Throughout the Term of the agreement, the SP will be required to improve and modify the processes, procedures, schedules and work practices as required by SARS.
* The Bidder must note the obligations to adhere to the *The VMWare Agreement.*

Service Level Requirements

It is of critical importance to SARS that the SP provides the Services in a way that meets or exceeds the Service Levels. The services to be rendered are categorised as the following:

Appendix A - Current VMware license renewal requirements (operational requirement)

Appendix B - VMware software licenses (additional requirement)

* + 1. SP Management Personnel

SARS requires the following management personnel on an ad hoc requirement (as and when needed basis during the term of this tender):

* The SP should provide a TAM for the management of the SARS account remotely.
  + 1. Service Conditions

The following conditions should apply for the rendering of the desired services:

* Software must be licenced for the enterprise, allowing for various installation instances.
* All Services will be conducted during normal working hours 8:00 to 17:00.

Maintenance and support services

Maintenance and support services consist of:

* Incidents and problems that might arise

Incidents and problems are to be logged with VMWare and classified into the VMWare Original Equipment Manufacturer (OEM) production support categories:

Severity 1: incident / problem target response within 30 minutes

Severity 2: incident / problem target response within 4 business hours

Severity 3: incident / problem target response within 8 business hours

Severity 4 : incident / problem target response within 12 business hours

* Ad hoc services

Any ad hoc services, amongst others such as those listed in sections 3.3 – 3.6, 3.9 and 3.11 will be formally agreed upon by SARS and the SP as required.

OEM Relationship

The SP must be registered on the **VMware Partner Connect programme and** have knowledge in deploying VMware Server Virtualisation Solutions. The SP shall maintain such registration for the Term. To this extent, the SP shall supply SARS with a written confirmation thereof, on a yearly basis for the Term.

The SP must have a back-to-back agreement in place with the applicable OEM (or their official representatives) in support of the equipment/licenses for which the SP is contracted to provide services to SARS including a letter of commitment from the OEM to provide SARS with the Services in the event of termination of the VMWare agreement for any reason whatsoever at no additional costs to SARS.

The SP must ensure that the back-to-back agreement remains effective throughout the Term of the *The VMWare agreement and shall provide SARS with a copy when requested.*

During the Term of the VMWare agreement SARS may elect to change the equipment/Licenses currently used within SARS or introduce new equipment/Licenses from a new service provider, at no penalty, charge or costs of any nature whatsoever to SARS.

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**Appendix A**

**Operational requirement: Current VMware licence renewal requirements**

|  |  |  |  |  |  |  |
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|  | | | |  |  |  |
| **Instance** | **Part Number** | **Description** | | **Start** | **End** | **Quantity** |
| 154728821 | VCS8-STD-3P-SSS-C-R | | Production Support/Subscription VMware vCenter Server 8 Standard for vSphere 8 (Per Instance) for 3 year - Renewal | 2023/08/01 | 2026/07/31 | 5 |
| 155320425 | VS8-EPL-3P-SSS-C-R | | Production Support /Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 3 years - Renewal | 2023/08/01 | 2026/07/31 | 168 |
|  | VS8-EPL-3P-SSS-C-R | | Production Support/Subscription VMware vSphere 8 Enterprise Plus for 1 processor for 3 years - Renewal | 2023/08/01 | 2026/07/31 | 330 |
|  | VC-SRM8-25E-3PSSS-C-R | | Production  Support/Subscript  ion for VMware  Site Recovery  Manager 8  Enterprise (25VM  Pack) for 3 years - Renewal | 2023/08/01 | 2026/07/31 | 10 |

**Appendix B**

**Additional requirement: VMware software licenses**

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| --- | --- | --- | --- | --- | --- | --- |
|  | | | |  |  |  |
| **Instance** | **Part Number** | **Description** | | **Start** | **End** | **Quantity** |
|  | VS8-EPL-3P-SSS-C | | Production Support/Subscription VMware vSphere 8 Enterprise Plus for 1 processor for 3 years | 2023/08/01 | 2026/07/31 | 52 |