



Specification

Provision of Clearswift Secure Email Gateway and Secure Web Gateway

Driver and Vehicle Licensing Agency

Contract Reference: PS/21/128

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1. Introduction

In accordance with the terms and conditions of **Technology Products & Associated Services RM6068** the Department for Transport (DfT) invites proposals for the renewal of Clearswift Secure Email Gateway and Secure Web Gateway contract.

2. Background to the Requirement

The Driver and Vehicle Licensing Agency (DVLA) **The Authority** is an Executive Agency of DfT, based in Swansea. The Agency'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).

The DVLA currently have a Clearswift Secure Email Gateway (SEG) and Secure Web Gateway (SWG) contract which expires 30th September 2021. This requirement is for a renewal contract for 12 months for SEG and 3 months for SWG.

This requirement also includes the provision of Clearswift Premium Support for 12 months, covering period 01/10/21 – 30/09/22.

3. Procurement Timetable

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

Potential tenderers will be informed if changes to this timetable are necessary.

Description	Date
Publication of Requirement via eSourcing Suite	23/08/21
Clarification period starts	23/08/21
Clarification period closes (Clarification deadline)	25/08/21 @17:00hrs
Deadline for publication of responses to Clarification Questions	26/08/21 @ 17:00hrs
Deadline for submission of Tenders via eSourcing Suite	01/09/21 @ 23:59hrs
Evaluation Period	02/09/21 – 08/09/21
Issue of "Intention to award/standstill" letter	09/09/21
Standstill period	10/09/21 – 20/09/21
Issue Award Letter	21/09/21
Execution (signature) of Call-Off Contract	23/09/21
Commencement Date of Contract / Provision of Service	01/10/21

4. Scope

The scope of this requirement extends to the renewal of all products listed in section 6 and the provision of Clearswift Premium Support. The support contract will commence on 1st October 2021.

5. Implementation and Deliverables

The contract must be in place for services to commence on 1st October 2021.

6. Specifying Goods and / or Services

This requirement is specifically for the renewal of Clearswift software and services as detailed in the below tables:

Product	Current Licence Record Number	Users/Instances	Duration
Clearswift SECURE Web Gateway (SWG) Perpetual - Sophos(APPW-SOP)	191947	7000 users 6 Instances	01/10/21 – 31/12/21
Clearswift SECURE Email Gateway (SEG) Perpetual – Sophos (APPS-SOP)	191947	7000 users 2 instance	01/10/21 – 30/09/22
Clearswift Email Managed Service for greater than 3000 users (SGEM-MSE)	191947	3000 users 2 instance	01/10/21 – 30/09/22
Email Gateway Hosting Services (SGEM-HOS)	191947	N/A	01/10/21 – 30/09/22
Clearswift SECURE Email Gateway (SEG) subscription – Sophos (SGEM-SOP)	191947	N/A	01/10/21 – 30/09/22
Data Redaction For Clearswift Secure Email Gateway	191947	N/A	01/10/21 – 30/09/22
Document Sanitization For Clearswift Secure Email Gateway	191947	N/A	01/10/21 – 30/09/22
OCR Feature For Clearswift Secure Email Gateway	191947	N/A	01/10/21 – 30/09/22
Structural Sanitization For Clearswift Secure Email Gateway	191947	N/A	01/10/21 – 30/09/22

In addition, the requirement includes Clearswift Premium support as detailed in the below table and which includes:

- Annual Clearswift system health check
- Three service days
- Quarterly service reviews and documented critical incident reports
- Product roadmap and release briefings
- Updates on status of Software Change Requests (SCRs)

- Additional technical contact per licenced Clearswift instance
- Discussions on best practice recommendations and compliance requirements
- Assigned Support Account Manager

Additional Service

Clearswift Premium Support		
Description	Term	Duration
Clearswift Premium Support	12 months	01/10/21 – 30/09/22

DVLA have an associated Account Manager at Clearswift who will be able to assist all Suppliers in pricing this requirement correctly. His details are:

Name: **REDACTED**
 Email: **REDACTED**
 Telephone: **REDACTED**

The support and maintenance must be provided by Clearswift only. Third party support is not acceptable.

The standard level of support and maintenance is required and is outlined below:

KPI/SLA	Service Area	KPI/SLA description	Target
#1	Software Support & Maintenance	Critical: Response – 1 Service Hour Resolution – 24 Service Hours Hot Fix – 5 Business Days	90%
#2		High: Response – 2 Service Hours Resolution – 48 Service Hours Hot Fix – 10 Business Days	90%
#3		Major: Response – 24 Service Hours Resolution – 5 Business Days Hot Fix – Not Applicable	90%
#4		Minor: Response – 48 Service Hours Resolution – 10 Business Days Hot Fix – Not Applicable	90%

7. Quality Assurance Requirements

Cyber Essentials or Cyber Essentials Plus certification is required. Please see section 8.2 for full details.

8. Other Requirements

8.1 Information Assurance

Removable Media

Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Contractor's 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 2

Tenderers are required to confirm in their response that any Contractor's Staff that will be accessing the DVLA Site to provide routine maintenance or have access to the DVLA site and DVLA systems have Baseline Personnel Security Standard clearance (BPSS). The BPSS comprises verification of the following four main elements:

1. Identity;
2. Employment History (past 3 years);
3. Nationality and Immigration Status;
4. Criminal Record Check (unspent convictions only).

The aim of the Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. Tenderers are required to provide evidence of relevant Contractor's Staff clearance in their response.

Level 3

Tenderers are required to confirm in their response that any Contractor's Staff that have access to the DVLA site and DVLA Systems, administration rights, sensitive programmes or large blocks of sensitive data must have full Security Check clearance.

Information Supply Chain

Tenderers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both Contractors and Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract.

This contract may require the successful Supplier to process Government data. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (Questionnaire attached as **Appendix D**) during the Standstill Period, and upon request from DVLA for the duration of the contract, to satisfy DVLA that its data will be appropriately protected.

The tenderer shall allow for audits of its Data Processing activity by the DVLA or the DVLA's representative and/or designated auditor.

Processing Personal Data

The Supplier shall comply with the requirements of the Data Protection Legislation and all applicable Law about the processing of Personal Data and privacy including but not limited to: the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR) as amended from time to time, and the EU GDPR (EU 2016/679) where applicable to the processing.

The Supplier shall have appropriate technical and organisational measures necessary to protect any Personal Data Processed in connection with this contract.

Data Protection Impact Assessment (DPIA)

Please note that the successful tenderer, as part of the contract, agrees to comply with the processes of a Data Protection Impact Assessment (DPIA). This will be completed during the standstill period and in all cases before any processing of data commences in relation to this contract.

Schedule of Processing, Personal Data and Data

The processing of personal data has been identified as part of this requirement. Please refer to the Terms and Conditions of this contract for full details of the instructions to be followed when processing data (Joint Schedule 11 – Processing Data).

Offshoring of Government Data

Government policy is that data it holds should be protected appropriately regardless of location.

Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”

Any request to offshore must receive clearance and approval from DVLA prior to the commencement of any data processing activity.

The Supplier shall not, and shall ensure that none of its Sub-contractors shall not, transfer DVLA Data outside the EEA without the prior written consent of the DVLA and the Supplier shall not change where it or any of its Sub-contractors process DVLA Data without the DVLA's prior written consent which may be subject to conditions.

Redundant Equipment

Any redundant equipment that will have captured any DVLA sourced data must be disposed of securely on the DVLA Site.

8.2 Cyber Security

The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

<https://www.gov.uk/government/publications/government-security-classifications>

All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

As this requirement features the above characteristics, you are required to demonstrate in your response that:

- Your organisation has Cyber Essentials or Cyber Essentials Plus certification; **or**
- Your organisation will be able to secure Cyber Essentials or Cyber Essentials Plus certification prior to commencement of the required services/deliverables; **or**
- Your organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet based threats in respect to the following five technical areas:
 - Boundary firewalls and internet gateways
 - Secure configuration
 - Access control
 - Malware protection
 - Patch management

The successful tenderer will be required to provide evidence of Cyber Essentials or Cyber Essentials Plus certification 'or equivalent' (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to commencement of the required services/deliverables. This will be through the completion of the Statement of Assurance Questionnaire (SoAQ).

The successful tenderer will be required to secure and provide evidence of Cyber Essentials or Cyber Essentials Plus re-certification 'or equivalent' (i.e. demonstrate they meet the five technical areas) on an annual basis.

Further information regarding the certification process can be found here:

<https://www.ncsc.gov.uk/cyberessentials/overview>

8.3 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>

8.4 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 from the Commercial Advisor. (See Section 14 for Points of Contact):

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

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

9. Management and Contract Administration

Invoicing Procedures

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

Sub-contracting to Small and Medium Enterprises (SMEs):

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts 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 sub-contract 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

Price Schedule Appendix A

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

12. Arrangement for End of Contract

The Contractor shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the Contractor 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. Evaluation Criteria

Selection will be based on the Evaluation Criteria, encompassing the most economically advantageous tender, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

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

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

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 = $100k/100k \times 40 = 40\%$

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

Overall Weighting Allocation

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

The tender with the highest overall score will be deemed as successful.

14. Points of Contact

Commercial Advisor	Name	REDACTED
	Tel	REDACTED
	e-mail	REDACTED
	Address	The Driver and Vehicle Licensing Agency (DVLA) Longview Road Swansea SA6 7JL
Contract Owner	Name	REDACTED
	e-mail	REDACTED

All queries/questions should be sent to the Commercial Advisor

15. Annexes:

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) attached.</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>	

Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	100%	Lowest priced bid receives full score
	Total = 100%	