



Specification

Provision of Tenable Nessus Professional Subscription Licences

Driver and Vehicle Licensing Agency

Contract Reference: PS/22/49

Date: 23/03/22
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1. Introduction

In accordance with the terms and conditions of *Technology Products and Associated Services Framework RM6068 Lot 3*, the Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for the renewal of Tenable Nessus Professional Subscription Licences.

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).

The DVLA currently have a contract for the provision and support of Tenable Nessus Professional Subscription Licences which expires 10/05/22.

This requirement is for a renewal contract for 12 months.

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 DfT Sourcing Portal	25/03/22
Clarification period starts	25/03/22
Clarification period closes (Clarification deadline)	30/03/22 @ 17:00hrs
Deadline for publication of responses to Clarification Questions	31/03/22 @ 17:00hrs
Deadline for submission of Tenders via DfT Sourcing Portal	06/04/22 @ 23.59hrs
Evaluation Period	07/04/22 – 12/04/22
Issue Award Letter	13/04/22
Execution (signature) of Call-Off Contract	By 20/04/22
Commencement Date of Contract/Provision of service	11/05/22

4. Scope

The scope of the requirement extends to the renewal of existing subscription licences for 12 months as detailed in section 6.

5. Implementation and Deliverables

The contract must be in place in time for delivery of renewed subscription licences by 11/05/22.

6. Specifying Goods and / or Services

Provision of Tenable Nessus Professional Subscription licences as detailed in the below table:

Product Description	Quantity	Part Number	Tenable Customer ID	Start Date	Expiry Date
Tenable Nessus Professional Feed Licences– on Premise – Annual Subscription-Renewal	10	SERV-NES-R	REDACTED	11/05/2022	10/05/2023

DVLA have an associated Account Manager at Tenable. Her details are:

Name: **REDACTED**

Email: **REDACTED**

However, any suppliers requiring assistance in pricing this requirement should contact Tenable's distributor Arrow UK:

Name: **REDACTED**

Email: **REDACTED**

7. Quality Assurance Requirements

Not Applicable

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 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

Tenderers 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.

Level 2

Tenderers are required to confirm in their response that any Supplier 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 Supplier Staff clearance in their response.

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 Suppliers and Subcontractors. Retention schedules will need to be defined and agreed prior to award of contract.

Processing Personal Data

Please note that the successful tenderer 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.

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.”

When offshoring is described, the focus is typically on the physical location where data is hosted (such as where are the data centres located). Whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where

data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.

Tenderers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, tenderers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.

All Central Government Departments and Agencies are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.

In the event that the successful tenderer proposes to offshore any DVLA Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful tenderer will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.

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

Redundant Equipment

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

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

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 we 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**

8.10 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

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

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

Overall Weighting Allocation

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

14. Points of Contact

Commercial Advisor	Name	REDACTED
	Tel	REDACTED
	e-mail	REDACTED
	Address	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) published as part of this ITT.</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%	