



Specification

Renewal of Support and Maintenance for McAfee Endpoint Protection software licences

Driver and Vehicle Licensing Agency

Contract Reference: PS/22/183

Date: 15/11/22

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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 Support and Maintenance for McAfee Endpoint software 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 Driver and Vehicle Licensing Agency (DVLA) currently have a contract for the support of McAfee products which expires 28th December 2022.

This requirement is for the renewal of the contract as listed in Section 6, including some extended support. The renewal period is for 12 months covering period 29th December 2022 – 28th December 2023

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	17/11/22
Clarification period starts	17/11/22
Clarification period closes (Clarification deadline)	22/11/22 @ 17:00hrs
Deadline for publication of responses to Clarification Questions	23/11/22 @ 17:00hrs
Deadline for submission of Tenders via DfT Sourcing Portal	30/11/22 @ 23:59hrs
Evaluation Period	01/12/22 – 07/12/22
Issue Award Letter	08/12/22
Execution (signature) of Call-Off Contract	12/12/22
Commencement Date of Contract / Provision of Service	29/12/22

4. Scope

The scope of the requirement is for the renewal and support of existing McAfee Licences as detailed in section 6.

The scope does not extend to the provision of new licences.

5. Implementation and Deliverables

The support contract must be in place to commence 29th December 2022.

6. Specifying Goods and / or Services

This requirement is for the renewal of support and maintenance of existing licences as detailed in the below tables:

Client Licences				
Product Description	Current Grant Number	Quantity	Start Date	Expiry Date
Extended Support - VSE	REDACTED	60	29/12/22	28/12/23

Infrastructure Licences				
Product Description	Current Grant Number	Quantity	Start Date	Expiry Date
McAfee Endpoint Protection – ENS	REDACTED	453	29/12/22	28/12/23
Extended Support - VSE		46	29/12/22	28/12/23

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

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

Or

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

The Business level of support is required and is outlined below:

	Severity 1	Severity 2	Severity 3	Severity 4
Initial Response	30 Minutes	60 Minutes	8 Hours	1 Business Day
Update Frequency	At least once per hour unless agreed otherwise with the customer	At least twice per day unless agreed otherwise with the customer	Negotiated with the customer	Negotiated with the customer

Severity 1: Severe issue or Business wide impact.

Severity 2: Major issues or large impact

Severity 3: Minor issues or small impact.

Severity 4: General questions without impact on business operations.

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.

Data Protection Impact Assessment (DPIA)

Where this Contract involves the Processing of Personal Data that results in a significant risk to the rights and freedoms of individuals the Supplier shall provide all reasonable assistance to DVLA in the preparation and development of a Data Protection Impact Assessment (DPIA) prior to commencing any Processing of Personal Data.

Offshoring of Government Data

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

Not applicable

8.3 Data Sharing

Not applicable

8.4 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>

The DVLA requires the successful Supplier to confirm their understanding and acceptance of each point **8.4.1 – 8.4.4** and supply information if it has been requested:

8.4.1 – The successful Supplier shall comply with DVLA's Environmental Policy.

8.4.2 - The successful Supplier shall provide their sustainability or environmental policy when requested.

8.4.3 - The successful Supplier shall promote resource efficiency and waste avoidance, to reduce waste arising and consumption of natural resources.

8.4.4 – Ensure that any activities conform to overarching principles in the [Greening Government ICT and digital services strategy 2020-2025](#). Namely the Government's vision to be a global leader in sustainable ICT. The successful Supplier must confirm their understanding and acceptance of the strategy.

8.5 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):

8.6 Estates

Not applicable

8.7 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.

8.8 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.

8.9 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

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 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%

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
Business Area Contact ITS	Name	REDACTED
	Tel	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 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%	