



# Specification

## Provision of Palo Alto SaaS

**Contract Reference: PS/23/178**

**Framework Title & Reference:**

**Technology Products & Associated Services 2 (Lot 3:  
Software and Associated ServicesRM6098)**

**Date: 03/04/2024**

**Version: v4**

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## 1. Introduction

In accordance with the terms and conditions of Technology Products and Associated Services 2 RM6098 the Driver and Vehicle Licensing Agency (**DVLA**) invites proposals for Palo Alto SaaS Services.

## 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 have a requirement to move our existing Palo Alto Gateway & Support Licences across to a SaaS (Prisma) re-platforming solution.

Palo Alto Secure remote access is utilised by DVLA for managing access for its hybrid workforce to DVLA systems, without this system DVLA staff would be unable to work remotely.

To further the capabilities for the product DVLA are moving to Palo Alto's cloud offering (Prisma) the change in product type will allow further integration with DVLA's estate as well as providing a safer more secure connection.

The term of the contract will be for 3 years and must be in place by **25/5/2024**

## 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 are currently anticipated to be as follows:

Event	Date
Issue of the ITT via DfT sourcing portal	04/04/2024
Clarification period starts	04/04/2024
Clarification period closes	09/04/2024 @23:59hrs
Deadline for publication of responses to Clarification Questions	10/04/2024 @23:59hrs
Deadline for submission of Tenders via DfT Sourcing Portal	16/04/2024 @23:59hrs

Evaluation Period	17/04/2024-24/04/2024
Notification of contract award decision (issue of proposed contract award/standstill letter)	25/04/2024
Standstill period as defined in the Public Contracts Regulations 2015	26/04/2024-06/05/2024
Issue Award Letter	07/05/2024
Execution (signature) of Call-Off Contract	09/05/2024
Commencement Date of Contract/Provision of the Service	25/05/2024

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 this requirement is for Palo Alto SaaS re-platforming solution including the Professional Service to ensure that the deployment is configured correctly.

#### 5. Implementation and Deliverables

The support contract must be in place to commence from **25/05/2024**

#### 6. Specifying Goods and / or Services

Product Code	Quantity	Term (Months)
PAN-PRISMA-ACCESS-LCL-ENTERPRISE	3000	36
PAN-CONSULT-ACCESS-SMALL	1	12
PAN-CDL-1TB	5	36
PAN-PRISMA-ACCESS-PREM-SUCCESS	1	36

#### Descriptions:

**PAN-PRISMA-ACCESS-LCL-ENTERPRISE:** is the core licence that includes the Advanced Wildfire, Advanced Threat Prevention, Advanced URL filtering and DNS Security

subscriptions which are an upgrade in security terms on the standard security licences you have deployed in your current estate.

**PAN-CONSULT-ACCESS-SMALL:** Is the Professional Services to ensure your deployment is configured correctly.

**PAN-CDL-1TB:** Is the UK based logging for the service.

**PAN-PRISMA-ACCESS-PREM-SUCCESS:** is the ongoing premium support for the service and provides award-winning 24/7, technical support to assist with any challenges.

## 6.1 Service Levels

Service Levels are detailed in the embedded document below:



prisma-access-servic  
e-sla.pdf

## 6.2 Social Value Considerations

The Social Value Act (2012) requires contracting authorities to consider social value when procuring services, by taking into account the additional social benefits that can be achieved in the delivery of its contracts. It has been identified that Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts applies to this procurement.

Using policy outcomes aligned with Government's priorities, a weighting of **10%** of the overall score for this requirement is dedicated to social value criteria.

## 7. Quality Assurance Requirements

N/A

## 8. Other Requirements

### 8.1 Information Assurance and Governance

Where the Supplier processes Government data, including but not limited to, personal data on behalf of the DVLA the following requirements shall apply, unless otherwise specified or agreed in writing.

#### **Assurance and Audit**

### **Certification**

The Supplier shall ensure they hold relevant certifications in the protection of personal data and/or evidencing the effectiveness of technical and organisational measures they have in place. These certifications must be maintained throughout the entirety of the contract, including any applicable extension periods. Evidence of valid certificates and corresponding documentation shall be provided upon request by the DVLA's representative or an agent acting on DVLA's behalf.

### **Supplier Devices**

- **Removable Media**

The Supplier shall not use removable media in the delivery of this contract without the prior written consent of the DVLA.

### **Governance**

- **Organisational Structure**

The Supplier shall have a senior individual responsible for DVLA assets within your custody.

- **Asset Management**

The Supplier shall implement and maintain an asset register that identifies and records the value of sensitive DVLA assets which require protection. This includes both physical and information assets. Risk assessments should be managed to ensure that the security of the asset is proportionate to the risk depending on value and sensitivity.

- **Policies**

The Supplier shall establish, or indicate that they have in place, policies which detail how DVLA assets should be processed, handled, copied, stored, transmitted, destroyed and/or returned. These shall be regularly maintained. The Supplier shall provide evidence of relevant policies upon request.

- **Risk Assessment**

- **Technical**

The Supplier shall perform a technical information risk assessment on the service/s supplied and be able to demonstrate what controls are in place to address any identified risks.

- **Incident Management**

The Supplier shall have policies in place which set out how information security incidents, and personal data breaches or data loss events (including breaches to the confidentiality, integrity, availability, and resilience of data) should be managed and who it should be escalated to, including notifying the DVLA immediately, or in any case within 24 hours, of becoming aware of the incident/s and/or breach/es.

This policy shall also include:

- a) individual responsibilities for identifying and reporting security incidents and information security breaches;
- b) a reporting matrix including escalation points;
- c) an up to date list of relevant internal and external contact points; and
- d) a timeline detailing at which point the policy should be implemented.

## **Personal Data**

- **Processing Personal Data**

The Supplier as part of the contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.

- **DVLA Written Processing Instructions**

The Supplier shall comply with DVLA's written instructions, as outlined in **Joint Schedule 11 (Processing Data) Annex 1 Processing Personal Data**.

- **International Transfers (Offshoring) of Government Data**

When international transfers or offshoring is described, the focus is typically on the physical location where data is hosted (such as where the data centres are located). However, 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.

The Supplier (and any of its third party sub-contractors, sub-processors or suppliers) shall not, transfer, store, process, access or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.

Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA's offshoring questionnaire.

In the event that the supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:

- a) the privacy risks and the security controls in place to protect the data;
- b) how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and
- c) where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented.

## **Personnel**

### **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.

#### ○ **Level 2**

The Supplier is required to confirm that Baseline Personnel Security Standard clearance (BPSS) is held for any supplier staff that will have:

- access to or will process DVLA (customer or staff) data or information
- access to the DVLA site to provide routine maintenance
- access to the DVLA site and DVLA systems

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 BPSS verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. The supplier is required to provide evidence of relevant supplier staff clearance in their response.

#### • **Employment Contracts**

The Supplier shall confirm that organisational and individual responsibilities for information security are clearly defined in the terms and conditions of employment contracts, along with relevant non-disclosure agreements, where the individual with have access to any DVLA data, information and /or the DVLA site or systems.

#### • **Training**

The Supplier shall maintain a mechanism to ensure employees and contractors receive appropriate information security awareness and data protection training upon appointment, and perform regular updates to organisational policies and procedures, as relevant for each job function. Evidence must be provide where reasonably requested by DVLA.

#### • **Access Rights**

The Supplier shall ensure their staff are provided only the necessary level of access (using the principle of least privilege) to DVLA data or information, to deliver their job function within the contracted service(s).

## **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. Documentation**

## **Pricing Schedule Appendix A**

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

## 11. 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.

## 12. 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 response based on the social value criteria
- 3) an evaluation of the prices submitted

Your response will be evaluated using the weightings **and** criteria weightings set out in this section.

Selection will be based on the evaluation criteria, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

Your response will be evaluated using the following weightings **and** the criteria weightings set out below, to obtain the optimal balance of social value (10%) and cost (90%).

- ***For clarity, the pricing schedule references 100% but cost is 90%***

### **Mandatory Requirements**

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".

## **Social Value Criteria Scoring Methodology**

The scoring methodology used to assess and allocate scores to each criteria are included in the table below.

<b>Points awarded</b>	<b>Description</b>
100	Fully meets/evidence provided that demonstrates the requirement can be met
60	Minor concerns/issues that the requirement can be met
30	Major concerns/issues that the requirement can be met
0	Does not meet the requirement, not addressed or no evidence provided

Based on the allocated score, a percentage will be calculated against each element using on the following calculation:

$$\frac{\text{(Allocated Score)}}{\text{Maximum Score}} \times \text{Weighting}$$

For example, "Social Value Element 1" can be allocated a score between 0 and 100 but carries a weighting of 10%. Supplier A is given a score of 60 for this element so receives a score of  $(60/100 \times 10) = 6\%$ . The scores for each element will then be added together to calculate the overall social value criteria score.

## **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:

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

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

**Overall Weighting Allocation**

<b>Evaluation Criteria</b>	<b>Weighting</b>
<b>Financial / Price Criteria</b>	90%
<b>Social Value Criteria</b>	10%
<b>Total</b>	100%

**Calculation of Overall Score:**

The allocated score for the Social Value criteria will be added to the Financial/Price Factor score to calculate the overall score for each tender (out of a max available 100%). The tender with the highest overall score will be deemed as successful

## Annex 1

### Evaluation Criteria

Mandatory Criteria	Mandatory Criteria Description	Pass/Fail
<p><b>Framework Core Terms and Schedules</b></p>	<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 <b>YES/NO</b> response to this question</p>	

### Scored Social Value Criteria

Primary Scored Criteria	Primary Scored Criteria Weighting (%)
<p>Describe your organisation's contributions to support environmental protection and improvement. This may include net zero greenhouse gas emissions, energy efficiency, waste management etc.</p>	<p>10%</p>
	<p><b>Total = 100%</b></p>

### Financial/Pricing Criteria

<b>Primary Financial/Pricing Criteria</b>	<b>Financial/Pricing Weighting (%)</b>	<b>Description</b>
<b>Pricing Requirements</b>	<b>90%</b>	<b>Refer to pricing schedule</b>
	<b>Total = 90%</b>	