



Department
for Environment
Food & Rural Affairs

DATA SERVICES PLATFORM 3 (DSP3) DESCRIPTIVE DOCUMENT

Contents

1. Introduction	3
2. Subject matter of the procurement	4
2.1. Introduction to Defra	4
2.2. Introduction to Environment Agency	4
2.3. Introduction to DSP	5
2.4. Introduction to DSP3	6
3. Procurement approach.....	10
3.1. Introduction	10
3.2. Description of the phases within the procurement	10
3.3. Programme	12
3.4. Award criteria	13
3.5. Areas for dialogue	13
3.6. Data Room	15
4. Contracting approach.....	16
4.1. Contract model	16
4.2. Contract term.....	17
4.3. Contract value	17
4.4. Payment mechanism	17
4.5. Performance management regime	17
4.6. Ongoing value for money	18
4.7. Risk exposure.....	18
4.8. IPR	19
4.9. Change.....	19
4.10. Governance	19
4.11. Standards and policies.....	20
Annex 1: List of Procurement Documents	21

1. Introduction

- 1.1. This Descriptive Document applies to the submission of Responses for the Data Services Platform 3 (“**DSP3**”) procurement. This document should be read in conjunction with the other Procurement Documents.
- 1.2. This document, in conjunction with the notice published on the Find a Tender Service website (“**FTS**”) calling for competition (the “**Contract Notice**”) and the suite of draft terms, conditions and schedules (the “**Contract**”), sets out Defra’s requirements for the procurement, in accordance with the Public Contracts Regulations 2015¹.
- 1.3. All references to “**Defra**” in this document refer to the Secretary of State for Environment, Food and Rural Affairs (the UK government minister responsible for the Department for Environment, Food & Rural Affairs) whom will enter into the contract as the contracting authority on behalf of the Department for Environment, Food & Rural Affairs and the 33 agencies and public bodies² collectively referred to as “**Defra Group**”.
- 1.4. All references to “**Procurement Documents**” in this document refer to any instructions, invitations, Contract or associated documentation published during this phase of the procurement to Potential Suppliers.
- 1.5. All references to “**Potential Suppliers**” in this document has the meaning attributed to “economic operators” in regulation 2 of the Public Contracts Regulations 2015 (“*means any person or public entity or group of such persons and entities, including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market*”).
- 1.6. To access the documents outlined in Annex 1, Potential Suppliers must register for a free account via the portal located at <https://defra.bravosolution.co.uk> (“**Bravo**”). Once Potential Suppliers have received their log in details, Potential Suppliers must log into Bravo and click the “PQQs Open To All Suppliers” link and select the listing under reference number 3227. Potential Suppliers must review the introductory page to the PQQ and click “Express Interest” to continue. Potential Suppliers can access the documents outlined in Annex 1 by clicking “Buyer Attachments” in the “PQQ Details” box.
- 1.7. This Descriptive Document is written and provided in good faith; Defra reserves the right to alter any aspect of this document in any way and/or terminate the procurement at any time. This Descriptive Document summarises certain aspects of the procurement but does not purport to contain complete descriptions of it, nor to be all inclusive or contain all the information that a Potential Supplier may require when determining whether to take part in this procurement. No representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by Defra or any of its advisors as to the accuracy, adequacy or completeness of the information within this Descriptive Document. This Descriptive Document is not intended to form the basis of any investment decision or other evaluation by the recipient(s) and does not constitute and should not be considered as a recommendation by any person. Defra shall not be liable for any costs or expenses of any Potential Supplier in relation to any matter in connection with this procurement, howsoever incurred.

¹ <http://www.legislation.gov.uk/uksi/2015/102/contents/made>

² <https://www.gov.uk/government/organisations#department-for-environment-food-rural-affairs>

2. Subject matter of the procurement

2.1. Introduction to Defra

- 2.1.1 Defra is the UK government department which is responsible for improving and protecting the environment. Defra aims to grow a green economy and sustain thriving rural communities, and also support the UK's world-leading food, farming and fishing industries. Defra works with 33 agencies and public bodies³, collectively referred to as Defra Group.
- 2.1.2 Defra's broad remit means we play a major role in people's day-to-day life, from the food we eat, and the air we breathe, to the water we drink.
- 2.1.3 Defra are here to make our air purer, our water cleaner, our land greener and our food more sustainable.
- 2.1.4 Defra's mission is to restore and enhance the environment for the next generation, leaving it in a better state than we found it.
- 2.1.5 Defra's priority outcomes, set out in the outcome delivery plan⁴, are:
 - (a) improve the environment through cleaner air and water, minimised waste, and thriving plant and terrestrial and marine wildlife;
 - (b) reduce greenhouse gas emissions and increase carbon storage in the agricultural, waste, peat and tree planting sectors to help deliver net zero;
 - (c) reduce the likelihood and impact of flooding and coastal erosion on people, businesses, communities and the environment; and
 - (d) increase the sustainability, productivity and resilience of the agriculture, fishing, food and drink sectors, enhance biosecurity at the border and raise animal welfare standards.

2.2. Introduction to Environment Agency

- 2.2.1 The Environment Agency is an executive non-departmental public body sponsored by Defra. The contract management of the Data Services Platform is undertaken by the Environment Agency on behalf of Defra.
- 2.2.2 Environment Agency works to create better places for people and wildlife, and support sustainable development.
- 2.2.3 Within England, Environment Agency are responsible for:
 - (a) regulating major industry and waste;
 - (b) treatment of contaminated land;
 - (c) water quality and resources;
 - (d) fisheries;
 - (e) inland river, estuary and harbour navigations; and
 - (f) conservation and ecology.
- 2.2.4 The Environment Agency are also responsible for managing the risk of flooding from main rivers, reservoirs, estuaries and the sea.
- 2.2.5 Environment Agency's priorities, as set out in the EA2025 strategy⁵, are to:
 - (a) work with businesses and other organisations to manage the use of resources;

³ <https://www.gov.uk/government/organisations#department-for-environment-food-rural-affairs>

⁴ <https://www.gov.uk/government/publications/department-for-environment-food-and-rural-affairs-outcome-delivery-plan>

⁵ <https://www.gov.uk/government/publications/environment-agency-ea2025-creating-a-better-place>

- (b) increase the resilience of people, property and businesses to the risks of flooding and coastal erosion;
- (c) protect and improve water, land and biodiversity; and
- (d) improve the way we work as a regulator to protect people and the environment and support sustainable growth.

2.3. Introduction to DSP

- 2.3.1 As an evidence-led department, a substantial amount of environmental data is collected by Defra Group (with a wealth of uses beyond those required internally) and data is seen as critical to achieving Defra Group's strategic objectives. By sharing data, Defra can inform and influence a wide variety of decisions and actions to help protect and improve the environment. Utilising data standards and core reference data when publishing Defra Group data supports this, meaning this data can be readily integrated with other systems and datasets to the benefit of all.
- 2.3.2 The Data Services Platform ("DSP") makes environmental data, from across Defra Group, available to a wide range of users. The DSP is used to share data openly or with controlled groups of users (e.g. Defra Group supply chain) or where data contains third party rights. The intention of the DSP is to deliver services that will be world-leading in under-pinning environmental improvements. The DSP can be accessed at <https://environment.data.gov.uk>.
- 2.3.3 The DSP allows Defra to meet legal and policy obligations, including the Flood Risk Regulations, the Freedom of Information Act, the Re-use of Public Sector Information Regulations, the INSPIRE Regulations, and open data, public register and transparency commitments. There have been 1.8 billion API calls to the DSP between 2019 and 2021, and usage is growing. The DSP supports engagement and collaboration with a wide range of partners, serving 650 Defra Group partners and 300 contractors, improving flood risk awareness and supporting other mission critical services (e.g. Resilience Direct).
- 2.3.4 The original DSP ("DSP1") was developed as a proof of concept in 2009 and was successful in sharing data with the general public, public sector bodies, commercial organisations, Defra Group staff and Defra's supply chain. DSP1 laid the foundation for the suite of services which have since been developed, forming a comprehensive data sharing platform, most recently via the second iteration of the DSP ("DSP2")⁶. The DSP2 contract (held by Landmark Information Group) ends in 2023.
- 2.3.5 The DSP2 is made up of 3 principal services:
- (a) **spatial and non-spatial data sharing service:** a service which provides access to spatial data and non-spatial data via a number of user management interfaces, such as:
 - **partner access:** allows professional partners (e.g. local authorities, incident responders etc.) to download public and non-public datasets that are 'cookie cut' to their area of interest and accessible in a format of choice (such as standard spatial data formats, including web map service (WMS) and web feature service (WFS) data feeds).
 - **public access:** provides public download, WMS and WFS capabilities of spatial data for Defra. Data is discoverable via published metadata records on www.data.gov.uk.
 - **survey data access:** provides public access to extensive and very large survey data, including lidar composite and time-stamped digital terrain models

⁶ <https://ted.europa.eu/udl?uri=TED:NOTICE:242175-2018:TEXT:EN:HTML>

(DTMs) and digital surface models (DSMs), and point-cloud, aerial photography, compact airborne spectrographic imager (CASI), bathymetry, and derived datasets.

- (b) **linked data service:** allows the publication of machine readable near real-time data via APIs and widgets (including bathing water, catchment data, water quality explorers, and public registers).
- (c) **metadata catalogue**⁷: enables the creation, editing, storage and publication of standards-compliant metadata records, internally to Defra staff and externally to www.data.gov.uk.

2.3.6 Underpinning the three principal services is a knowledgebase and service desk which provides the route to capture user feedback in order to continuously improve the service. This complies with Defra's core principle of "building a community around Defra's data".

2.4. Introduction to DSP3

2.4.1 Defra's vision for DSP3 is to provide users with:

- (a) an implementation approach that prioritises minimising downtime, ensuring a frictionless and disruption-free experience for existing users who have built live services using our data, whilst enabling an achievable natural evolution of the DSP;
- (b) a highly intuitive and usable "self-service" customer-centric platform, informed by Service Standard⁸ principles and developed using agile ways of working;
- (c) a responsive state of the art platform which is recognised as the authoritative source of environmental data across Defra Group;
- (d) a platform that makes data discoverable and data usage traceable (as far as is practicable), improving insight into the lineage of how (and by whom) Defra's data is being leveraged, unlocking the down-stream value being generated by Defra's data;
- (e) a Supplier that improves awareness and user adoption of the platform, proactively promoting new ways to use the platform to improve environmental outcomes and increasing channel shift away from non-digital or non-authoritative data sources;
- (f) a portable, scalable and reliable cloud-agnostic platform, built using a standards based approach to enable rapid change, greater interoperability with other platforms, and closer integration of the core DSP components;
- (g) a reusable and future-proofed architecture which is flexible and adaptable to Defra Group's broader needs;
- (h) a Supplier that acts as a data advocate for the benefit of all and leverages the user base to build a community around our data to enable continuous improvement;
- (i) a platform that uses processes to secure the onwards transportation of data, built in accordance with the principle of least privilege for sensitive data; and
- (j) a platform that reduces data misuse and focusses on data consolidation, in order to realise Defra's data de-duplication aspirations and maximise opportunities for re-use or retrieve versus re-store.

⁷ <https://deframetadadata.com/geonetwork/srv/eng/catalog.search#/home>

⁸ <https://www.gov.uk/service-manual/service-standard>

2.4.2 The overall objectives for the DSP3 contract are:

- a) to put in place all arrangements necessary to operate and maintain the current DSP services within 6 months of the contract commencement date (the “**Transition Services**”);
- b) to implement improvements to the DSP services within 12 months of the contract commencement date (the “**Transformation Services**”);
- c) to provide the core DSP functionality for current users, including:
 - provision of a data sharing platform;
 - linked data services;
 - metadata management;
 - creation and maintenance of any applications built on DSP data;
 - provision of a knowledgebase;
 - data access and rights management;
 - domain registration and URL proxy management;
 - IT service management (in accordance with ITIL v4) for the DSP platform; and
 - fulfilment of the applicable roles within the UK government's Digital, Data and Technology Professional Capability Framework⁹.
- d) to have a managed service for the support, maintenance, and continuous improvement of the DSP during its business-as-usual operation. The contract duration will be five years with the option for three one-year extensions (5 + 1 + 1), subject to business need and Supplier performance;
- e) to have a platform that leverages investment made in the DSP to date and enables future flexibility across a convergent platform for managing Defra Group data and information systems and services. This may include the implementation of optional services or future requirements without the need for major capital investment beyond this project, including (but not limited to):
 - the DSP must have a product roadmap which includes functionality readily available in the proposed product suite beyond the functionality currently stated in the draft Contract that Defra may wish to implement via the Change Control Procedure;
 - the DSP may be required to exchange data and enable interoperability across new data and information systems and services in near real-time (e.g. by means of an open API, enabling unfettered access to all data wherever it is stored);
 - the DSP may be required to support the management of new data and information systems and services for other Defra Group bodies;
 - the DSP may be required (subject to user research) to develop and support new datasets, APIs, applications and digital services (similar to those set out in the APIs portal¹⁰ and the application gallery¹¹) in order to support the wider knowledge economy;

⁹ <https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework>

¹⁰ <https://environment.data.gov.uk/apiportal>

¹¹ <https://environment.data.gov.uk/appgallery>

- the DSP may be required to utilise capabilities in the product roadmap that could be used to replace other (aged) Defra Group systems (in whole or in part);
- the DSP may be required to utilise capabilities in the product roadmap to deliver a platform that could be used to further develop the DSP interactive mapping capability for spatial services and data visualisation; and
- the Supplier must propose new ideas, innovations, and service improvements via a bi-annual Continuous Improvement Plan.

2.4.3 The DSP3 project must:

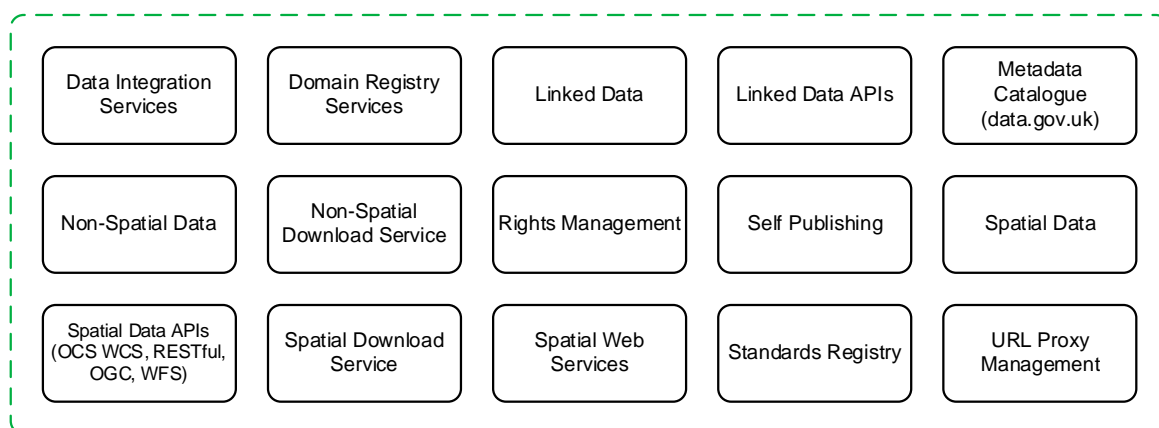
- (a) re-procure the DSP whilst ensuring no loss in functionality or break in service;
- (b) address process and functional improvements;
- (c) develop the DSP as a single point of access to data within Defra Group; and
- (d) expand DSP usage and continually improve the DSP.

2.4.4 The DSP project have adopted the following principles in our engagement internally as well as externally. It is fundamental to the procurement that Potential Suppliers understand the core values on which Defra bases our professional engagement. The DSP project act in accordance with its values:

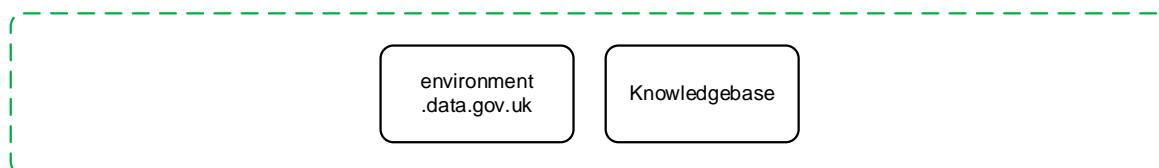
- (a) integrity;
- (b) transparency;
- (c) respect;
- (d) sustainability focussed;
- (e) equality; and
- (f) collaborative.

2.4.5 The initial set of capabilities required for the DSP3 are outlined in Figure 1. Defra's vision is that the DSP3 will be built using open standards in order to be scalable and adaptable to changing user needs throughout the term of the Contract.

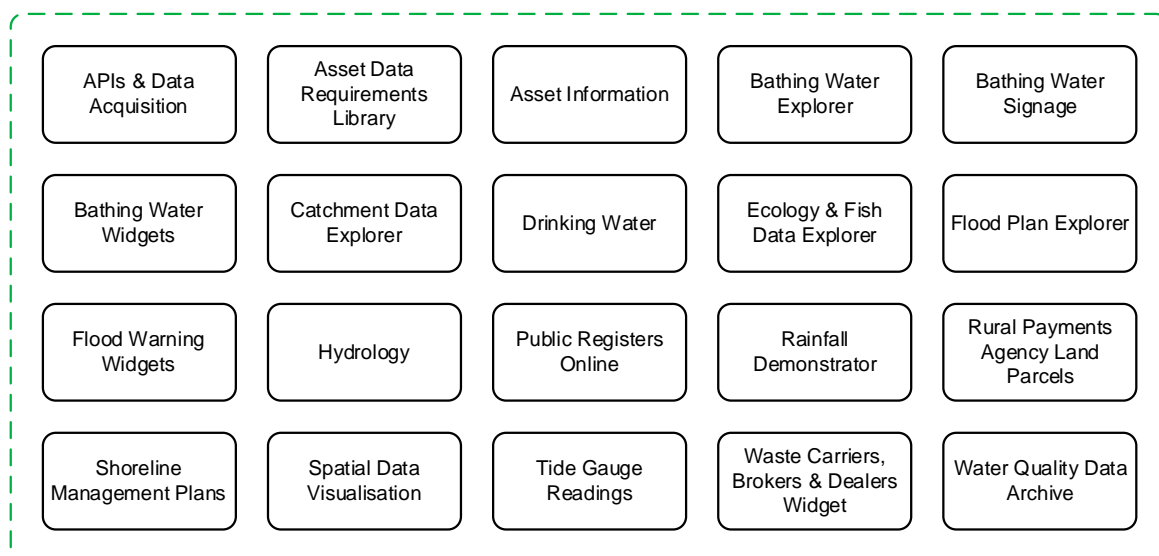
Data Management Services



Digital Services



Applications



Service Management

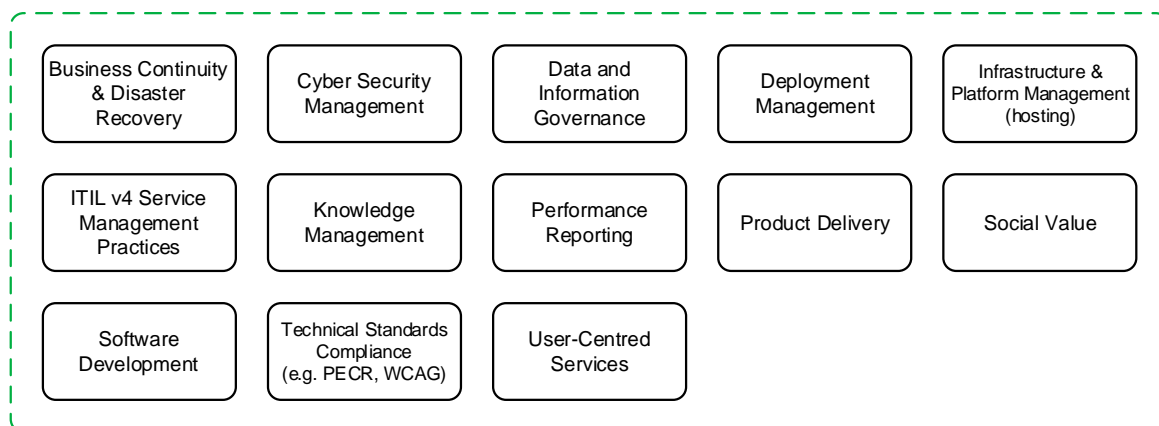


Figure 1: DSP3 capabilities

3. Procurement approach

3.1. Introduction

- 3.1.1 This procurement is conducted in accordance with the Public Contracts Regulations 2015.
- 3.1.2 Due to the broad user base and business criticality of the DSP, Defra shall use a “lite” and brisk form of the competitive dialogue procedure (as detailed under regulation 30 of the Public Contracts Regulations 2015¹²) to procure the DSP3. Whilst Defra will seek to minimise the cost of the procurement to all parties, Defra believes that holding focussed dialogue with Potential Suppliers on complex and challenging issues such as implementation before calling for tenders will increase the likelihood that implementation plans and proposed technical solutions will be fit for purpose, and therefore result in tenders which are capable of acceptance and represent greater value for money, yielding an overall lower, whole-life risk profile for service delivery.

3.2. Description of the phases within the procurement

- 3.2.1 Defra plans to undertake the procurement in a series of phases as outlined in Figure 2.

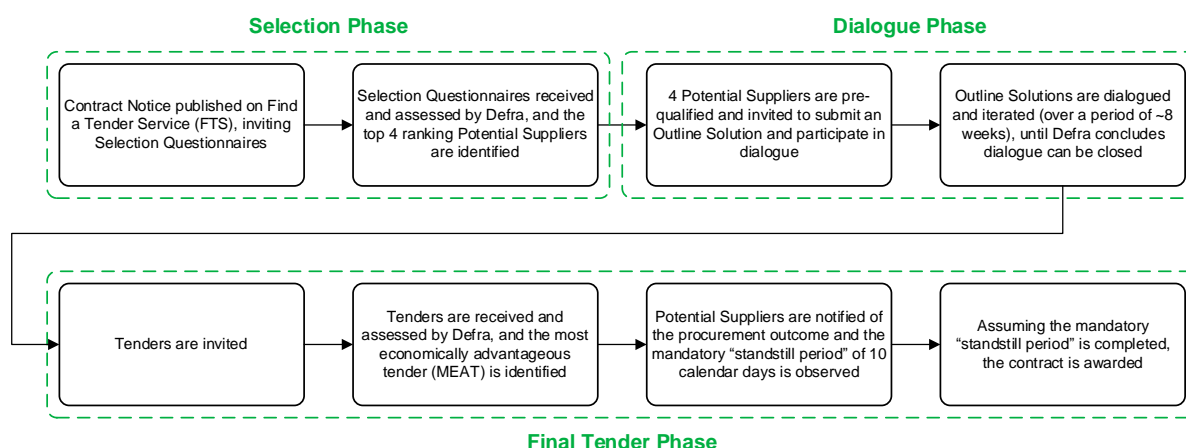


Figure 2: Procurement overview

Selection Phase

- 3.2.2 The objective of the Selection Phase is to identify 4 pre-qualified Potential Suppliers, provided that the minimum number is available, to invite to participate in dialogue. In this phase, Potential Suppliers may submit a Response comprising the list of documents outlined in the Selection Instructions in response to this call for competition.
- 3.2.3 Potential Suppliers will submit a document(s) outlining their proposed participation model, their compliance with mandatory and discretionary grounds for exclusion, their economic and financial standing, and their technical or professional ability (the “**Selection Questionnaire**” or “**SQ**”), in order to test the capacity and capability of Potential Suppliers’ eligibility to take part in the procurement. Responses will be requested using the UK government standard Selection Questionnaire¹³. With respect to selection criteria, the Selection Questionnaire will test the areas in Table 1. Further detail regarding the submission of a Response, including the Selection Questionnaire, is set out in the accompanying Selection Instructions.

¹² <https://www.legislation.gov.uk/uksi/2015/102/regulation/30/made>

¹³ <https://www.gov.uk/government/publications/procurement-policy-note-816-standard-selection-questionnaire-sq-template>

Bravo reference	Selection criteria
1.10	Economic and financial standing
1.13	Modern Slavery Act
1.14	Insurance
1.15	Skills and apprenticeships
2.1.1	Transition and transformation of a public facing digital or data service
2.1.2	Development, operation and continuous improvement of linked data platforms
2.1.3	Development, operation and continuous improvement of public facing digital services
2.1.4	Development, operation and continuous improvement of high-volume data publication services
2.1.5	Development, operation and continuous improvement of spatial data platforms

Table 1: Selection criteria

- 3.2.4 Subject to there being sufficient Potential Suppliers that are not otherwise excluded, and in accordance with regulation 30(4) of the Public Contracts Regulations 2015, Defra will limit the number of Potential Suppliers to be invited to participate in the subsequent phases of the procurement to 4 Potential Suppliers, who will be short listed in accordance with the Selection Instructions and will be invited to submit participate in dialogue.

Dialogue Phase

- 3.2.5 The initial objective of the Dialogue Phase is to invite initial proposals for meeting Defra's technical and commercial requirements ("**Outline Solutions**") from Potential Suppliers which will form the basis of subsequent dialogue. The Dialogue Phase commences with the issuance of the Invitation to Participate in Dialogue ("**ITPD**") and circulation of the associated Procurement Documents.
- 3.2.6 As part of the Dialogue Phase, Defra will hold an inception meeting to familiarise Potential Suppliers with the terminology and concepts for DSP, provide Potential Suppliers with an understanding of the requirements of the project, and describe the procurement in further detail.
- 3.2.7 Defra is seeking well-presented Outline Solutions which assist in refining its service and commercial requirements (not simply a statement on what the issues are) and content which is presented with relevant supporting evidence which is capable of being analysed, in order to enable fruitful dialogue.
- 3.2.8 Following receipt of Outline Solutions, the subsequent objective of the Dialogue Phase is to conduct a set of focussed dialogues with each Potential Supplier separately to discuss that Potential Supplier's Outline Solution (and any further iterations that may be requested) in order to identify and define the means best suited to satisfying Defra's needs.

- 3.2.9 In accordance with regulation 30(12) of the Public Contracts Regulations 2015, this procedure will not take place in successive stages in order to reduce the number of Potential Suppliers (i.e. all Potential Suppliers will be invited to submit a tender upon closure of dialogue).
- 3.2.10 Subject to covid-19 constraints, it is intended that the dialogue is held face-to-face in Bristol, with the option for participants to join remotely.
- 3.2.11 Throughout the Dialogue Phase, Potential Suppliers will be given the opportunity to undertake due diligence, submit clarification queries, and have focussed negotiations with Defra employees. Further information for Potential Suppliers regarding these matters will be provided in the ITPD.
- 3.2.12 At the end of this series of focussed dialogues, the dialogue shall be concluded and Potential Suppliers will be invited to submit their final offer ("**Final Tenders**").

Final Tender Phase

- 3.2.13 The objective of the Final Tender Phase is to invite Final Tenders from Potential Suppliers and identify the most economically advantageous Final Tender through assessment of the Final Tenders on the basis of the award criteria set out in paragraph 3.4. This phase will commence with the issuance of the Invitation to Submit Final Tenders (the "**ISFT**") and an updated (final) version of the Contract(s).
- 3.2.14 Once the most economically advantageous Final Tender has been identified, Defra will undertake verification and sustainability checks.
- 3.2.15 For the most economically advantageous Final Tender which has passed verification and sustainability checks, Defra will seek internal approval of the tender assessment. Following this approval, Defra intends to award contracts on the basis of this Final Tender (subject to completion of the mandatory standstill period).

3.3. Programme

- 3.3.1 The timetable for this procurement is provided below. Please note that the dates marked with an asterisk are indicative only and Defra will update the timetable should such dates be subject to change.

Phase	Activity	Dates
Selection	Contract Notice sent to FTS	07.02.2022
	Deadline for clarification queries	04.03.2022 17:00
	Deadline for Responses	14.03.2022 10:00
Dialogue	Issue ITPD and invite Outline Solutions	25.04.2022 *
	Deadline for Outline Solutions	20.05.2022 *
	Round 1	06.06.2022 to 17.06.2022 (1 session per Potential Suppliers per week) *
	Round 2	27.06.2022 to 08.07.2022 (1 session per Potential Suppliers per week) *
Final Tender	Invite Final Tenders	01.08.2022 *

Phase	Activity	Dates
	Deadline for Final Tenders	09.09.2022 *
	Announce intention to award	December 2023 *
	Commence contract	January 2023 *

Table 2: Programme

3.4. Award criteria

3.4.1 In accordance with regulation 30(7) of the Public Contracts Regulations 2015, the award criteria for Final Tenders are set out in Table 3.

Award criteria	Weighting	Sub-criteria	Weighting
Quality	65%	Technical solution	55%
		Social value	10%
Price	35%		

Table 3: Award criteria

3.4.2 All aspects of the Final Tender assessment will be made against the requirements specified in the ISFT.

3.4.3 As required by PPN06/20¹⁴, Defra is required to explicitly evaluate social value, where the requirements are related and proportionate to the subject-matter of the contract. Defra is including the following social value measures in the DSP3 procurement:

- a) Theme 2: Tackling economic inequality (create new businesses, new jobs and new skills);
- b) Theme 2: Tackling economic inequality (increase supply chain resilience and capacity);
- c) Theme 3: Fighting climate change (effective stewardship of the environment); and
- d) Theme 5: Wellbeing (improve health and wellbeing).

3.5. Areas for dialogue

3.5.1 Defra intends to hold focussed dialogue on the following key areas:

- a) **implementation approach:** the DSP had 1.8 billion API calls between 2019 and 2021, with DSP data used in a large number of real time, mission critical, public facing services. As such, dialogue will be required to explore how alternative implementation approaches can ensure a frictionless implementation for current DSP users, ensuring disruption is minimised for the existing user base through a pro-active communications management strategy. In addition, reassurance will be required that Potential Suppliers can design and build digital services that largely comply with the UK governments service standard¹⁵, following the phases of an agile project¹⁶ (e.g. discovery, alpha, private beta, public beta, live). Specific attention will need to be given to how Potential Suppliers propose to invite a

¹⁴ <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

¹⁵ <https://www.gov.uk/service-manual/service-standard>

¹⁶ <https://www.gov.uk/service-manual/agile-delivery>

limited number of users to use the DSP3 service (private beta) before cutover from DSP2 to DSP3 for all users (public beta).

- b) **technical solution:** in order to gain assurance that any new or innovative solution meets the DSP3 requirements, a detailed understanding of Potential Suppliers outline solutions will be needed. It will also be beneficial to dialogue:
- the optimum system architecture and infrastructure/platform management (hosting) arrangements to meet the DSP3 performance and scalability requirements;
 - the responsibility for digital services product delivery to ensure responsibility is allocated to the party best placed to manage it and ensuring user needs continue to be met;
 - Potential Suppliers solutions for evolving the DSP and leveraging its data sources for public good, increasing channel shift (away from non-digital sources) and improving user adoption (of the DSP services);
 - Potential Suppliers compliance with technical standards, such as:
 - Technology Code of Practice¹⁷ and the Service Standard;
 - the Accessibility Regulations 2018;
 - the Privacy and Electronic Communications Regulations 2003 (PECR), the Data Protection Act, and the General Data Protection Regulations;
 - relevant technical standards and associated best practices for API management, metadata, spatial data and linked data services^{18 19 2021}; and
 - compliance with the relevant INSPIRE Regulations²² for metadata and network services and, where required, compliance with data specifications and spatial data services.
 - potential reuse of Defra's own enterprise license agreements (e.g. public cloud/hosting, mapping solutions) for use within Potential Suppliers' solutions; and
 - Potential Suppliers proposed solutions for meeting social value policy objectives, ensuring proportionality to the service and deliverability.
- c) **future proofing and optional services:** the intention of the DSP3 is to provide a scalable solution that offers proportionate flexibility to be used across the Defra Group, provide value-add features that can be used to replace other (aged) Defra Group systems (in whole or in part), and enable improved interoperability between systems. It will be beneficial to dialogue Potential Supplier's proposals for achieving scalability and reusability across the Defra Group and the wider public sector.
- d) **payment mechanism and performance management regime:** dialogue on the payment mechanism and performance management regime are required to ensure an appropriate level of risk transfer and to enable consideration of

¹⁷ <https://www.gov.uk/guidance/the-technology-code-of-practice>

¹⁸ <https://www.ogc.org>

¹⁹ <https://www.agi.org.uk/uk-gemini>

²⁰ <https://www.w3.org/TR/sdw-bp>

²¹ <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>

²² <https://inspire.ec.europa.eu>

innovative solutions which might require different performance or payment structures.

- e) **value for money:** in order to continually improve the value for money of the DSP operation and provide value for money for optional services, dialogue will be required to ensure that value for money can be achieved sustainably over the course of the contract. In addition, the DSP3 requirements are complex and it will be beneficial if these can be clarified or refined once they have been discussed with Potential Suppliers so that cost and benefit trade-offs can be optimised and innovative approaches encouraged.

3.6. Data Room

- 3.6.1 Defra has identified certain operational, technical, and commercial information that Potential Suppliers may wish to access as part of this procurement. To enable this, Defra have established an electronic repository for these documents (the “**Data Room**”), which can be accessed through Bravo. Defra may add to the Data Room additional information which Potential Suppliers may find helpful during this procurement.
- 3.6.2 Potential Suppliers will be required to execute a confidentiality agreement in order to access certain information in the Data Room from the Dialogue Phase onwards.

4. Contracting approach²³

4.1. Contract model

4.1.1 The Cabinet Office contract tiering tool²⁴ indicates that the DSP3 is a Silver contract.

4.1.2 A draft Contract has been published alongside this Descriptive Document, which is based on the government legal services model services contract (contract version 1.07A and schedules version 1.09A)²⁵. However, some modifications have been made to simplify elements of the model services contract and make it more proportionate to the nature of the DSP requirements. Some notable modifications include (but are not limited to):

- (a) the requirement for a guarantee has been removed;
- (b) the allowable assumptions concept has been removed from Schedule 7.1 (Charges and Invoicing) in order to simplify implementation management;
- (c) the requirement for services improvements has been adapted to require bi-annual continuous improvement plan updates to the programme board following completion of implementation (Main Agreement clause 8);
- (d) a gain-share mechanism has been added to incentivise efficiency and continuous improvement over the term of the contract (see paragraph 4.6.3);
- (e) the requirement for apprentices to represent 2.5% of the supplier personnel workforce for this contract has been added (as per PPN 14/15²⁶);
- (f) the requirement to advertise sub-contracting opportunities and report on spend with SMEs or VCSEs (as per PPN 01/18²⁷) has been removed;
- (g) the requirement to report on supply chain payment performance (as per PPN 08/21²⁸) has been removed;
- (h) terms related to Software-as-a-Service (SaaS) have been added to clause 17 of the Main Agreement;
- (i) the requirement for permitted or prohibited items and provision of detailed Sustainability Reports in Schedule 2.3 (Standards) has been removed;
- (j) the “assurance” short form version of the security requirements will be used in Schedule 2.4 (Security Management) as opposed to the “accreditation” long form version;
- (k) the requirement for a traceability matrix and detailed test success criteria for each milestone have been added to Schedule 6.2 (Testing Procedures);
- (l) any requirements related to “critical service contracts” have been removed from Schedule 7.4 (Financial Distress) and Schedule 8.6 (Service Continuity Plan) Part B; and
- (m) Part A and Part B of Schedule 9.1 (Staff Transfer) have been removed to reflect that there are no inbound TUPE implications for DSP3.

4.1.3 Some key commercial principles of the draft Contract are outlined in further detail below.

²³ Should there be any conflict between this section and the draft Contract then the draft Contract takes precedence.

²⁴ The contract tiering tool helps classify UK government contracts in gold, silver, or bronze by assessing value, complexity and level of risk. This tool can also help determine the criticality and level of contract management required.

²⁵ <https://www.gov.uk/government/publications/model-services-contract>

²⁶ <https://www.gov.uk/government/publications/procurement-policy-note-1415-supporting-apprenticeships-and-skills-through-public-procurement>

²⁷ <https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility>

²⁸ <https://www.gov.uk/government/publications/procurement-policy-note-0821>

4.2. Contract term

- 4.2.1 The initial contract duration will be 5 years (which assumes up to 12 months to complete implementation, followed by 4 years of operational service), with Defra having the option to extend the Contract by an aggregate duration of up to an additional three years in one year increments (i.e. 5+1+1+1). This will provide Defra with 2 clear years of service before having to consider re-procurement or contract extension options.

4.3. Contract value

- 4.3.1 The contract value is expected to be up to £10,000,000 (net of VAT) during the overall maximum 8-year term, which includes the estimated cost of implementation, ongoing operational service charges, contract extensions, and contract changes. The contract value is an estimate only and will be dependent upon whether an extension (in part or in whole) is enacted, whether any optional services (in part or in whole) are enacted, and the extent of any contract changes.

4.4. Payment mechanism

Implementation

- 4.4.1 Milestone payments are to be used for one-off payments for the transition and transformation activities during implementation. The milestone payments will be a series of single firm price (i.e. not subject to indexation) payments for deliverables that have intrinsic value to Defra at the point at which the Supplier demonstrates the successful achievement of a transition element or a transformation element to the required standards in accordance with the provisions of the draft Contract, namely the test success criteria set out in Schedule 6.2 (Testing Procedures).
- 4.4.2 There will be two Authority to Proceed (“**ATP**”) milestones²⁹, one for completion of transition of services from the incumbent supplier and one for completion of transformation. There will be two Contract Performance Points (“**CPP**”) ³⁰ milestones, one three (3) months following completion of transition and one three (3) months following completion of transformation.
- 4.4.3 Five percent (5%) of the amounts tendered by the Supplier will be retained for every milestone preceding a CPP milestone. Upon successful achievement of the CPP milestone, all milestone retentions will be released and paid to the Supplier.

Operational service

- 4.4.4 Defra intends to conduct a dialogue regarding the relative advantages and disadvantages of two potential payment mechanisms:
- (a) an entirely fixed price (i.e. subject to indexation) service charge which is not adjusted dependent on volumes; or
 - (b) a fixed price (i.e. subject to indexation) service charge *for up to* X number of API calls per Service Period and/or X GB of stored data per service period, operated in conjunction with a volume based service charge to cover the support costs that vary with the number of API calls and/or volume of data storage.

4.5. Performance management regime

Delay payments

- 4.5.1 If the Supplier fails to meet the test success criteria associated with any milestone (and therefore fails to meet the relevant milestone date(s)), delay payments will apply

²⁹ In plain English, ATP is the term used to describe a significant “go live” event.

³⁰ In plain English, CPP is the term used to describe the end of “early life support” or “hypercare”.

for both ATP milestones, as detailed in Schedule 7.1 (Charges and Invoicing) of the draft Contract.

Key performance indicators and service credits

- 4.5.2 The draft Contract contains key performance indicators to incentivise performance in those areas which are deemed significant to Defra.
- 4.5.3 Failure to meet the targets associated with a key performance indicator will result in service credits being deducted from service charges, as detailed in Schedule 2.2 (Performance Levels) of the draft Contract.
- 4.5.4 Deductions arising in respect of any failure to achieve key performance indicators will not exceed 20% of the total service charge otherwise due each month.

Addressing materially poor performance

- 4.5.5 Sustained, materially poor performance by the Supplier can lead to further possible remedies for Defra, including:
 - (a) invoking the rectification plan process (clause 28 in the Main Agreement);
 - (b) possible termination;
 - (c) possible damages claims; and
 - (d) appointing a remedial adviser (clause 30 in the Main Agreement).

4.6. Ongoing value for money

Preventing excessive supplier profits

- 4.6.1 A mechanism to prevent excessive profits is included in part D of Schedule 7.1 (Charges and Invoicing) of the draft Contract. If the Supplier's overall margin exceeds a threshold level, the charges to Defra will be adjusted accordingly. This is supported by requirements for the Supplier to maintain open book accounts.

Benchmarking

- 4.6.2 Defra will be entitled to commission benchmarking of the Supplier's charges, to ensure the Contract continues to offer value for money as detailed in Schedule 7.3 (Benchmarking) of the draft Contract.

Continuous improvement gain share

- 4.6.3 A continuous improvement mechanism is included in clause 8 of the draft Contract. This includes a 50/50 "gain share" (capped at 200% of the cost of the proposed change) for ideas proposed by the Supplier which reduce the cost of the service (i.e. in the event of the Supplier proposing an idea which reduces the cost of the service, the Supplier would receive 50% of those savings as a reward for proposing efficiencies).

Anticipated savings

- 4.6.4 Schedule 7.6 (Anticipated Savings) sets out the savings that Defra expects to be achieved by the Supplier throughout the contract term.

Open book accounting

- 4.6.5 Potential Suppliers will be required to submit a detailed financial model as part of their Outline Solution and Final Tender (called the "contract inception report") that explains the Suppliers cost base, as detailed in Schedule 7.1 (Charges and Invoicing) and Schedule 7.5 (Financial Reports and Audit Rights) of the draft Contract.

4.7. Risk exposure

Liabilities

4.7.1 The draft Contract provides for:

- (a) unlimited liability for certain defaults, including those covered by law;
- (b) 150% of annual contract value for liabilities not covered by unlimited liability; and
- (c) an allowance for General Data Protection Regulation (GDPR) liabilities.

Financial standing

4.7.2 Schedule 7.4 (Financial Distress) sets out the conditions, including the relevant metrics and credit ratings, used to monitor financial standing throughout the Contract.

Service continuity

4.7.3 Schedule 8.6 (Service Continuity Plan) sets out the terms used to promote proactive management of business continuity, disaster recovery, and insolvency risks.

4.8. IPR

4.8.1 The draft Contract provides for the following IPR treatments:

- (a) **Supplier's software and pre-existing IPRs:** Supplier provides a license to Defra on a perpetual, royalty free, and non-exclusive basis;
- (b) **New source code ("Specially Written Software"):** Ownership of the IPR resides with the UK government, except for those pre-existing components where IPR resides elsewhere;
- (c) **COTS software ("Third Party Software"):** Supplier 'procures' a grant of direct licence from the owner of the software to Defra, either under terms equivalent to those for the Supplier's software or under the normal commercial terms (for COTS software);
- (d) **Defra data and pre-existing IPRs:** Defra provides a license to the Supplier for the purposes of this agreement throughout the contract term.

4.9. Change

4.9.1 The draft Contract incorporates variation mechanisms for handling contract changes, as detailed in Schedule 8.2 (Change Control Procedure) of the draft Contract. An important application of the contract change process will be in the pricing of new types of services (or any contract changes) that are developed during the life of the Contract.

4.9.2 The financial model referred to in paragraph 4.6.5 will form part of the Contract and will be used to price contract changes.

4.10. Governance

4.10.1 Defra recognises that the Contract needs to include a suitable governance regime, given the desire for an agile service that is able to respond to developments in technology.

4.10.2 Specifically, it will be necessary to have workable and efficient processes for contract management and governance, which needs to include:

- (a) appointment of authorised representatives of the parties including designated contract managers responsible for day to day governance;
- (b) establishment of committees of senior party representatives to monitor and supervise delivery of the project;
- (c) a clear dispute resolution procedure to avoid and mitigate disagreements between the parties;
- (d) an effective process for managing and authorising changes to the Contract;

- (e) an effective process for managing and reporting progress, which needs to include:
- a responsive and transparent reporting system allowing performance and availability of the services to be measurable;
 - effective procedures for invoicing and billing of monthly service charges;
 - effective monitoring of service improvements; and
 - monitoring of the progress of delivery of these projects and changes to the Contract.

4.11. Standards and policies

- 4.11.1 Schedule 2.3 (Standards) of the draft Contract provides a list of standards that the Supplier will have to comply with. The list is not exhaustive; Potential Suppliers must review other parts of the draft Contract for any Schedule-specific standards to follow.

Annex 1: List of Procurement Documents

1. Volume 0: Tender documents

- 1.1. Contract Notice
- 1.2. Descriptive Document
- 1.3. Selection Instructions
- 1.4. Selection Questionnaire

2. Volume 1: Draft Contract

- 2.1. Main Agreement
- 2.2. Schedule 1 Definitions
- 2.3. Schedule 2.1 Services Description
- 2.4. Schedule 2.2 Performance Levels
- 2.5. Schedule 2.3 Standards
- 2.6. Schedule 2.4 Security Management
- 2.7. Schedule 2.5 Insurance Requirements
- 2.8. Schedule 3 Customer Responsibilities
- 2.9. Schedule 4.1 Supplier Solution
- 2.10. Schedule 4.2 Commercially Sensitive Information
- 2.11. Schedule 4.3 Notified Key Sub-contractors
- 2.12. Schedule 4.4 Third Party Contracts
- 2.13. Schedule 5 Software
- 2.14. Schedule 6.1 Implementation Plan
- 2.15. Schedule 6.2 Testing Procedures
- 2.16. Schedule 7.1 Charges and Invoicing
- 2.17. Schedule 7.2 Payments on Termination
- 2.18. Schedule 7.3 Benchmarking
- 2.19. Schedule 7.4 Financial Distress
- 2.20. Schedule 7.5 Financial Reports and Audit Rights
- 2.21. Schedule 7.6 Anticipated Savings
- 2.22. Schedule 8.1 Governance
- 2.23. Schedule 8.2 Change Control Procedure
- 2.24. Schedule 8.3 Dispute Resolution Procedure
- 2.25. Schedule 8.4 Reports and Records Provisions
- 2.26. Schedule 8.5 Exit Management
- 2.27. Schedule 8.6 Service Continuity Plan
- 2.28. Schedule 8.7 Conduct of Claims
- 2.29. Schedule 9.1 Staff Transfer
- 2.30. Schedule 9.2 Key Personnel

2.31. Schedule 11 Processing Personal Data

3. [Volume 2: Data Room](#)

3.1. Please refer to Bravo.