

FRAMEWORK ANNEX 3

DRAFT CALL-OFF CONTRACT TEMPLATE

<u>FRAMEWORK AGREEMENT</u>	
Framework Agreement for the purchase of Environmental Noise Modelling Design and Build	
FRAMEWORK AGREEMENT NUMBER: ITT Project 28225 Framework - Project 37339 ECM_65892 To be quoted on all correspondence relating to the Order.	DATE: 11/10/2022
BETWEEN:	
DEFRA	Noise Consultant Limited
Nobel House	23 Coldharbour Road
London SW1P 7JP	Bristol
[REDACTED]	BS6 7JT
Job Title: Noise and Nuisance Team	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
SERVICES TO BE PROVIDED AT:	
As defined by Framework Agreement and OJEU Notice.	INVOICE ADDRESS: The Authority shall pay all sums due to the Provider within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address: Accounts-payable.def@gov.sscl.com (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.
PROJECT DESCRIPTION:	
<div style="color: green; font-weight: bold; margin-bottom: 10px;">Discovery Phase</div> <div style="margin-bottom: 10px;">1.1.1 Before committing to building a service, we need to understand the problem that needs to be solved; the purpose of the discovery phase is to:</div> <ul style="list-style-type: none"> learn about service users (or potential users) and their needs and requirements / responsibilities identify any constraints associated with making changes to the service e.g., technology or legislation understand the underlying policy intent to be addressed, e.g., what a government department wants to change or make happen understand frustrations / pain points with the existing process, and identify opportunities for improvement 	

User Research

1.1.2 The user research phase will focus on the needs of the potential user groups for the NMS as a whole. This will be based on a review of work already undertaken by Defra and/or the project team¹. From our initial review, we have identified six main potential user groups:

General Public: The criterion for such users is general, but will consider geographical location and will attempt to identify suitable representation by engaging with organisations such as the Noise Abatement Society who could help us reach potential general public users;

Authorities responsible for the sources generating noise: such as National Highways, local highways authorities and relevant rail authorities;

Authorities responsible for regulating noise: including other Government departments such as Department for Transport;

Professionals with interest in using Defra's data: professionals with an interest in using Defra's noise exposure and noise model datasets in support other projects and research;

Local authorities: for example, planning and environmental health departments, and local highway authorities; and

Special interest groups and professional bodies: for example, universities, research institutes and public sector research establishments (PSREs).

1.1.3 Speaking with a broad and diverse, representative sample of users will enable us to design a more inclusive, relevant, and useful service.

1.1.4 Our approach will have the following high-level objectives:

understand the different groups of users' needs and goals and establish whether they are currently being met through the current design of the NMS, and/or existing service(s)

understand any frustrations with existing service(s) and gather suggestions for how this could be improved

recruit users for identified user groups and with varying levels of digital capability for project engagement throughout the discovery phase and beyond

learn more about user accessibility needs and digital capability

1.1.5 The role of the user researcher will help the team learn about users' behaviours, struggles, and needs. This includes helping to frame useful questions for the user research, designing and delivering user research, then analysing findings and presenting back actionable insights to the wider team and stakeholder group.

1.1.6 The user research will not determine how to change a product or service but can help understand what may be working or not for users and feed into the discussions about solution design. To this end we will list functional requirements linked to the various personas identified through discovery.

¹ Examples include:

- Noise Mapping (Round 4) Stakeholder Review – NO0256
- Engagement undertaken during Stage 1 of the NMS Project (e.g. local highways authority engagement, data stakeholder engagement)
- Outputs of the NMS Project Workshop held 25 April 2022

- 1.1.7 We do not currently have a way of capturing the users that have accessed the noise modelling information, therefore we will need to recruit participants who represent the potential users in the target groups.
- 1.1.8 We need to understand the different groups of citizens that will access the service and their defining characteristics, including their demographics, motivations, attitudes and behaviours, including users that may require assisted digital support.
- 1.1.9 We have considered approaches that have been used for other consultations, for example the noise action planning process in England, where the consultation information was shared and promoted on [Find Activities - Defra - Citizen Space](#). Utilising the Defra's professional network and posting on social media might be the most efficient way of engaging potential users. For the general public users, we will target interest groups such as [United Kingdom Noise Association](#), [Noise Nuisance](#) or [Noisenet](#), to increase awareness.
- 1.1.10 Accessing data for users that have previously corresponded with Defra regarding noise mapping, might also be an area to explore, subject to data privacy rules. These users could be revealed by providing broad description of the users who have requested Defra's data through freedom of information requests.
- 1.1.11 We could also produce a script or form of words to be adopted by colleagues engaging directly with potential users by phone or email, which could alert them to the research and provide details of how they could become involved, potentially capturing users that do not typically engage with online services.
- 1.1.12 The different kinds of research we'll conduct can be characterised as:
- Exploratory** – survey and interviews with users to help us understand the wider context of the user journey.
 - Consultative** – engaging with our user groups to listen to their expertise and to learn from their experiences and challenges, this will help inform functionality requirements to determine what could fall in to the public and/or professional side.
 - Evaluative** – observing people using the current systems (e.g., datasets published on data.gov.uk and environment.defra.gov.uk websites) to test its ease of understanding and determine whether it meets user needs.
- 1.1.13 Our research activities will typically have elements of all three of these approaches, and we will be looking for feedback at each stage, which will support the agile approach to this phase of work and beyond.

Online Survey

- 1.1.14 We will issue a widely distributed survey to potential users, to understand who they are, the current user journey to access noise modelling information and their broad opinions on it.
- 1.1.15 Without an existing database of users, we have considered approaches that have been used for other consultations. We would propose to utilise the Defra website as the platform to share the details of the user research and survey and use Defra's social media accounts and platforms such as Twitter to target interest groups where potential users may be active.
- 1.1.16 We will also consider targeting specific geographical locations, utilising knowledge and experience of the wider project team. We will include locations areas near to existing areas of high exposure to road/rail sources and locations identified as Important Areas as part of the Noise Action Planning prioritisation process.
- 1.1.17 The survey will be anonymous but will provide an option for participants to disclose their contact information and volunteer to take part in future research and will therefore include an appropriate

Privacy Notice. Information obtained will help determine if a new digital solution is required to provide statutory noise modelling information.

1.1.18 The survey will pose specific questions, which may include:

Suggested Questions for the Survey:

- Have you accessed noise modelling information previously?
- How would you find and access the service?
- What is the main purpose for accessing this data?
- Thinking about your overall experience of accessing noise data, how satisfied or dissatisfied are you?
- Can you tell us more about that?
- How likely or unlikely are you to recommend this service to public users who would like to obtain noise modelling data?
- Do you think you will need or could benefit from this service? If so, in what ways?
- What can we do better?
- What would you like to see us offer in the future?
- Do you obtain noise information from any other sources?
- What level of digital assistance might you require?
- Please score yourself on how comfortable or able you are completing the following tasks online:
 - Buying something online
 - Check whether a website is safe / can be trusted
 - Delete spam emails
 - Fill out an application
 - Find help and information using a search engine such as Google
 - Post messages, photos or videos on a social media platform such as Facebook
 - Watch a video on YouTube or iPlayer
- Would you be happy to be contacted further with regards to the development of this service?

1.1.19 We will capture information as to why some users may avoid using digital services or choose non-digital alternatives. Our research will include identifying users whose IT literacy maps low on the digital inclusion scale. We will establish this as part of the survey by asking a question relating to their IT confidence.

1.1.20 This is an iterative process, and the survey responses will be evaluated and, where appropriate, may help shape the design of the online service in later stages. The response rate for the survey will inform next steps.

1.1.21 The survey will be produced in consultation with Defra colleagues to ensure it complies with internal requirements including data privacy and content designers before the survey is published.

Target Groups: Identified users and stakeholders

Count: 200+

Interviews

1.1.22 Utilising information obtained from the online survey and other recruitment methods; we will contact participants to arrange Teams/Zoom interviews. Users will be selected to provide a suitable sample from across the userbase, key metrics for their selection will include:

The type of user e.g., general public, local authority, special interest group, digital capability etc.

The type of work that the user carries out, research, administrative, personal use etc.

The type of 'pain points' identified: user access, navigation, accessibility

1.1.23 The interviews will provide an opportunity for more in-depth questioning on the system to build on the information gathered from the survey. In most cases, we can learn a lot from real world behaviour by looking at how existing services are used in the entire user journey and identifying any pain points, challenges or navigational issues to be clarified, remaining mindful that users do not always ask for what they need. These interviews may also include some examples of existing data portals such as:

data.gov.uk and environment.defra.gov.uk

NCL's Site Suitability Indicator (SSI)

Extrium's England Noise and Air Quality Viewer

Oden Public and Professional Portals

1.1.24 The understanding obtained from the survey and interviews will help to identify user personas, their needs and pain points. These artifacts will be used to develop the user stories which will be prioritised and presented within the discovery report. The report will consider the needs and pain points identified, which could be used to provide the focus for the Alpha phase and determining the requirements for the minimum viable product in the next phase.

Target Group: Identified users

Count: 20

Discovery Workshop

1.1.25 A workshop will be offered to facilitate discussion between stakeholders from Defra, DDTS and NCL and its partners, to review what has been identified through the discovery phase. The identification of common themes and issues will be invaluable when communicating the problems experienced and validating the feedback received (which will be crucial in helping the team focus on areas to improve that will add the most value).

1.1.26 The workshop will also be an opportunity to discuss the requirements of the two proposed portals, public and private and help prioritise functionality to deliver both interfaces within the agreed timescales.

Targeted Groups: Defra, DDTS and NCL and its partners.

Count: 1

CONTRACT PERIOD:

This 4th Call-Off Framework Agreement shall take effect on the date of execution hereof and, subject to the rights of termination contained herein, shall expire by not later than 31st March 2023.

Stage 4 – October 2022 and not later than March 2023.

Delivery programme is shown in Appendix 2 to this agreement

CONTRACT VALUE:

Based on discussions with Defra, comments received, and the scope outlined in Section 2 above, we estimate a cost for the discovery phase of £53,500. This cost does not include VAT.

[REDACTED]

[REDACTED]

[REDACTED]

It is also assumed that this proposal will be called off under a set of agreeable terms and conditions which are outlined in Section 5.3.

Allocation of Costs and Responsibilities by Supply Chain Member

y Chain member.

DESCRIPTION OF GOODS AND/OR SERVICES:

The Goods and Services to be provided are as set out in the NCL Document titled 1200D-1v1.3 CO04 Proposal (GDS Discovery Phase). This is enclosed as Appendix 1.

RATES AND CHARGES:

The prices to be paid to the Contractor for the supply to DEFRA of specific items within the range of Goods and Services are those set out in Framework Annex 2.

Proposals to vary the prices on renewal or extension of this Framework Agreement must be made by the Contractor to DEFRA in writing three months before the expiry date of this Framework Agreement

TERMS:

Standard GLD Terms for Services as Per the Noise Modelling Framework Terms and Conditions with the following modification / variation.

As per submissions made as part of the tender in both the qualification and through clarification we can only enter into call offs where the terms described under Section 25 'Limitations on Liability' make clear that the limit of aggregated claims do not exceed the insurance coverage held by Noise Consultants Limited which are as outlined and communicated through the tendering exercise as follows:

- Employer's (Compulsory) Liability Insurance = £10 million
- Public Liability Insurance = £ 10 million
- Professional Indemnity Insurance = £ 5million

Furthermore, the penalty clauses related to KPIs described within the model terms is unexpected given the clarifications made during the tender process.

To this end the following amendments in relation to Section 25 are agreeable:

- Schedule 2.5 should be introduced to reflect the insurance coverage outlined above. This is currently missing from the terms.
- Remove 'Unlimited Liability' and replace with 'Limits of Liability'
- 25.1 – 25.3: All liability under these clauses are to be capped to £5million in line with insurance coverage.
- 25.4 (a) and 25.4(b) – All liability should be capped at £5million
- 25.4 (c), 25.4(d) – Remove – The clarifications provided at the tender stage did not indicate such provisions would be required

- 25.5 onwards – remove all reference to ‘Uncapped Liability’

Purpose of Framework Agreement

The Framework Agreement governs the overall relationship between DEFRA and the Contractor with respect to the supply of specific items within an agreed range of goods or services at agreed prices.

DEFRA is entitled (but not required) at any time during the duration of this Framework Agreement to order Goods or Services from the Contractor in accordance with the ordering procedures set out below, and the Contractor shall supply such Goods or Services in accordance with all applicable provisions of this Framework Agreement.

No Work Package Order will be legally binding on DEFRA until both parties authorised signatories have duly signed such Work Package Order.

Scope of Framework Agreement

The specific items that may be ordered as Goods and Services by DEFRA under this Framework Agreement are listed in Schedule 1 of the Framework Agreement. DEFRA is not bound to purchase any or all of its requirements or any given value or volume of Goods or Services from the Contractor.

Method of ordering

DEFRA shall be entitled at any time during the term of this Framework Agreement to order Goods and/or Services from the Contractor by issuing a Work Package Order for the supply of such Goods or Services.

The terms and conditions relating to a Work Package Order shall comprise all of the clauses and schedules of this Framework Agreement and the provisions of the Work Package Order, including any terms included in the Work Package Order pursuant to the clause below.

Where DEFRA or the Contractor see the need for including an additional term in any Work Package Order, either party may at any time request such term by sending written notice thereof to the other party prior to the placing of a Work Package Order. The parties shall discuss any term requested by either party, but no term shall become part of the Work Package Order to which it relates unless agreed by both parties. In the event of any conflict or inconsistency between any term of a Work Package Order and any provisions of the clauses or schedules, the term in the Work Package Order shall prevail, but only in relation to the Goods or Services supplied under the relevant Work Package Order in which such terms are contained.

Termination

DEFRA may terminate the Framework Agreement at any time by giving notice to the Contractor.

In the event of termination of this Framework Agreement or any or all of the Work Package Orders, DEFRA shall, in respect of any non-discharged Work Package Orders, be entitled, without prejudice to DEFRA's other rights and remedies, to:

- a) terminate the non-discharged Work Package Orders and to return any or all of the Goods relating to the non-discharged order (including those which have previously been accepted by DEFRA), and the Contractor shall give to DEFRA a full refund of all monies paid by DEFRA to the Contractor in connection with such returned items; and/or
- b) obtain a refund of any charges paid by DEFRA in respect of any Services which have not been performed by the Contractor in accordance with the terms of the non-discharged Work Package Order; and/or
- c) allow the Work Package Order to continue until the obligations under it are fulfilled.

Order Of Precedence

For the purposes of this Framework Agreement, Clause 2 of the General Terms will be deleted in its entirety and replaced with the following:

"In the event of and only to the extent of any conflict between this Framework Agreement, the Work Package Order, the General Terms or the Special Terms, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Special Terms;
- (b) the General Terms;
- (c) the Work Package Order;
- (d) this Framework Agreement; and
- (e) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 8 of the framework agreement terms shall not take higher precedence than specified here"

Definitions

For the purposes of this Framework Agreement, the definition of Agreement in Schedule 1 of the General Terms shall be amended to read:

"**Agreement:** means the agreement between DEFRA and the Contractor consisting of the Framework Agreement dated March 21, these General Terms, the Work Package Order, the Special Terms and any other documents (or parts thereof) specified by DEFRA."

For the purposes of this Framework Agreement, a new definition shall be included in Schedule 1 of the General Terms to read:

"**Work Package Order:** means the Work Package Order form from DEFRA to the Contractor setting out the particular requirements of an order under the Framework Agreement"

Appendix 1 Noise Consultants Proposal CO04

