**Award Form**

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier’s contact details.

|  |  |  |
| --- | --- | --- |
|  | **Buyer** | Kent and Medway Towns Fire Authority (the Buyer). Its offices are on: The Godlands, Straw Mill Hill, Maidstone, ME15 6XB  |
|  | **Supplier** |

|  |  |
| --- | --- |
| Name:  | **[Insert** name (registered name if registered)] |
| Address:  | [**Insert** address registered address if registered] |
| Registration number:  | [**Insert** registration number if registered] |
| SID4GOV ID: | [**Insert** SID4GOV ID if you have one] |
|  |  |

 |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables.This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference [**Insert** reference number] (OJEU Contract Notice). |
|  | **Contract reference** | **C19070 – Digital Experience Platform** |
|  | **Deliverables**  | **[Insert** general description of the Deliverables]See Schedule 2 (Specification) for further details. |
|  | **Start Date** | 31st March 2021 |
|  | **End Date** | 31st March 2026 |
|  | **Extension****Period** | 2 potential extensions of up to 12 months only |
|  | **Incorporated Terms** (together these documents form the ‘the Contract’) | The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:1. This Award Form
2. Any Special Terms (see **Section 10 Special Terms** in this Award Form)
3. Core Terms (version 1.0)
4. Schedule 1 (Definitions)
5. Schedule 20 (Processing Data)
6. The following Schedules (in equal order of precedence):

[* Schedule 2 (Specification)
* Schedule 3 (Charges)
* Schedule 5 (Commercially Sensitive Information)
* Schedule 6 (Transparency Reports)
* Schedule 7 (Staff Transfer)
* Schedule 8 (Implementation Plan & Testing)
* Schedule 10 (Service Levels)
* Schedule 11 (Continuous Improvement)
* Schedule 13 (Contract Management)
* Schedule 14 (Business Continuity and Disaster Recovery)
* Schedule 16 (Security)
* Schedule 19 (Cyber Essentials Scheme)
* Schedule 20 (Processing Data)
* Schedule 21 (Variation Form)
* Schedule 22 (Insurance Requirements)
* Schedule 25 (Rectification Plan)
* Schedule 27 (Key Subcontractors)
* Schedule 28 (ICT Services)
* Schedule 29 (Key Supplier Staff)
* Schedule 30 (Exit Management)
1. Schedule 26 (Corporate Social Responsibility)
2. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above
 |
|  | **Special Terms** | Special Term 1 - [**Insert** terms to revise or supplement Core Terms or Schedules, or **enter** ‘N/A’ and delete the extra rows below] |
| [Special Term 2 - ] |
| [Special Term 3 - ] |
|  | **Buyer’s Environmental Policy** | <http://www.kent.fire-uk.org/about-us/plans-policies-and-performance/corporate-plan/caring-for-the-environment/> |
|  | **Buyer’s Security Policy** | Schedule 16 |
|  | **Social Value Commitment** | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in C19070 Digital Experience Platform ITT |
| 1. **C**
 | **Commercially Sensitive Information** | Supplier’s Commercially Sensitive Information**:** Schedule 5 |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | BACS |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)The Service Credit Cap is: [**Insert** £value]The Service Period is 1 Month(s)A Critical Service Level Failure is: [**Buyer** to define ] |
|  | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements). |
|  | **Liability** | [In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £[**5 million**] or [**150** ]% of the Estimated Yearly Charges][**Guidance**: you can change the cap on liability in Clause 11.1 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted] |
|  | **Cyber** **Essentials Certification** | * Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]
 |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer every 1 Calendar Month throughout discovery and Implementation. Thereafter, quarterly]
* The Supplier shall provide the Buyer with Progress Reports every 1 Calendar Month]
 |
|  | **Guarantee** | Not applicable |
|  | **Supplier** **Contract****Manager** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Authorised Representative** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Compliance Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Supplier Data Protection** **Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Supplier** **Marketing Contact** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Key Subcontractors** | **Key Subcontractor 1**Name (Registered name if registered) [**insert** name]Registration number (if registered) [**insert** number]Role of Subcontractor [**insert** role]**[Guidance:** copy above lines as needed] |
|  | **Buyer** **Authorised Representative** |  |

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |