**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 was first advertised in the OJEU as a PIN ref: [2020/S 242-600239](http://ted.europa.eu/udl?uri=TED:NOTICE:600239-2020:TEXT:EN:HTML)  The Contract Notice was published in the Find a Tender Service reference 2021/S 000-001480 (FTS Contract Notice) |
|  | **Contract reference** | **C19070 – Digital Experience Platform** |
|  | **Deliverables** | Digital Experience Platform (DXP) which centralises and streamlines a number of currently separate tools and function, providing the flexibility for the Authority to adapt to new and emerging technologies.  See C19070 Experience Platform ITT for further details. |
|  | **Start Date** | 5th April 2021 |
|  | **End Date** | 4th April 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 – Cyber Essentials shall be an acceptable replacement for ISO27001, providing it meets the requirements as per Appendix A DXP Evaluation and Pricing Schedule - requirement 4.2.3. |
| References to UK hosting shall be subject to the UK being granted an adequacy decision by the EU. |
| Post Brexit legislation may be incorporated into terms and conditions post award. |
|  | **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: (a) in the period from the Contract Start Date to the end of the first Contract Year fifteen thousand pounds (£15,000); and  (b) during the remainder of the Contract Period, thirty five per cent (35%) of the Contract Charges payable to the Supplier under this Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;  **The Service Period** is 1 Month(s)  **A Critical Service Level Failure is**: deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods. |
|  | **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 |
|  | **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** | Sally Conquest – ICT Category Manager  [Sally.conquest@kent.fire-uk.org](mailto:Sally.conquest@kent.fire-uk.org)  01622 692121 |

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