DPS Schedule 6 (Order Form and Order Schedules) Order Form

# ORDER REFERENCE: CCTP24A01

**THE BUYER:** Suffolk County Council

**BUYER ADDRESS** REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal I information

REDACTED TEXT under FOIA Section 40, Personal Information

 **THE SUPPLIER:** Connected Kerb Limited

 **SUPPLIER ADDRESS:** REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

**REGISTRATION NUMBER:** 11062616

**DUNS NUMBER:** 23494359

**DPS SUPPLIER REGISTRATION SERVICE ID:** TBC by Supplier

# APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **5th June 2024**

It’s issued under the DPS Contract with the reference number RM6213 for the Provision of Electric Vehicle Charging Infrastructure.

# DPS FILTER CATEGORY(IES):

Supplier funded - end-to-end service.

# ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **CCTP24A01**.
3. The following Schedules in equal order of precedence:

Joint Schedules for **RM6213**

* + Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties SCC)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
* Order Schedules for **RM6213**.
	+ Order Schedule 1 (Transparency Reports)
	+ Order Schedule 2 (Staff Transfer)
	+ Order Schedule 3 (Continuous Improvement)
	+ Order Schedule 5 (Pricing Details)
	+ Order Schedule 6 (ICT Services SCC)
	+ Order Schedule 7 (Key Supplier Staff)
	+ Order Schedule 8 (Business Continuity and Disaster Recovery)
	+ Order Schedule 9 (Security)
	+ Order Schedule 10 (Exit Management)
	+ Order Schedule 11 (Installation Works)
	+ Order Schedule 12 (Clustering SCC)
	+ Order Schedule 13 (Implementation Plan and Testing SCC)
	+ Order Schedule 14 (Service Levels SCC)
	+ Order Schedule 15 (Order Contract Management SCC)
	+ Order Schedule 16 (Benchmarking)
	+ Order Schedule 18 (Background Checks)
	+ Order Schedule 20 (Order Specification)
	+ Order Schedule 24 (Grant Funding SCC)
	+ Draft Cluster Member Agreement
	+ Draft Lease Agreement
	+ Draft License Agreement
1. CCS Core Terms (DPS version)
2. Joint Schedule 5 (Corporate Social Responsibility) **CCTP24A01**
3. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

# ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

* See attached CCTP24A01 - Attachment 5a - Annex A: Order Form Special Terms v1.0

**ORDER START DATE: 17th June 2024**

**ORDER EXPIRY DATE:** For all Mandatory Locations where EVCPs

are installed/adopted and commissioned; 15 years from the end of the Initial Delivery period, that is, on 30th September 2040

for all Further Locations where the Supplier agrees with the Buyer that EVCPs may be installed and commissioned; 15 years from the end of the Delivery Period, that is, on 30th September 2041

**ORDER INITIAL PERIOD: Fifteen (15) years** with the option to extend for one (1) x five (5) year period. Executed as a deed.

# DELIVERABLES

See details in Order Schedule 20.

# INITIAL DELIVERY PERIOD

(**The installation and commissioning period for Mandatory Locations**):

The Initial Delivery Period is the period from Order Start Date to **30th September 2025** during which final designs as agreed by the parties pursuant to the Contract for the EVCI must be installed and commissioned at the **Mandatory Locations** listed in the Appendix 1 to Order Schedule

20. The Initial Delivery Period may exceptionally be amended pursuant to the Contract.

# DELIVERY PERIOD

(**The installation and commissioning period for Further Locations):**

The Delivery Period is the period from Order Start Date **to 30th September 2026** during which final designs as agreed by the parties pursuant to the Contract for the EVCI must be delivered, installed and commissioned at any **Further Locations** agreed by the Supplier and the Buyer. The Delivery Period may exceptionally be amended on restricted grounds pursuant to the Contract.

# MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Revenue used to calculate liability in the first Contract Year is

**£50,000.00** this is anarbitrary amount as it will depend on how much the public uses the chargepoints.

# ORDER CHARGES

# The Supplier funded concession model applies. See details in Order Schedule 5 (Pricing Details) and as set out in the Order Contract.

**Charges are not payable by the Buyer to the Supplier and do not apply to this Order Contract.** Any references to any such Charges in the specific provisions of the Contract are deemed deleted. The Supplier is self-funding in the provision of the Deliverables under this Order Contract, save only for any Grant Funding granted through the Buyer for any element of the Deliverables as set out in Order Schedule 24 and the Pricing Schedule (Order Schedule 5), which grant funding where applicable will be paid to the Supplier in accordance with subject to compliance with the Grant Funding Agreement and the Contract.

# ORDER REVENUE:

The Order Contract is based on the concession model and the Revenue set out in Order Schedule 5 (Pricing Schedule) shall be payable by the Supplier to the Buyer or where applicable the Cluster Member for the relevant Buyer’s Premises pursuant to the Contract.

# REIMBURSABLE EXPENSES:

None

# PAYMENT METHOD

 REDACTED TEXT under FOIA Section 43 Commercial Interests.

# BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

# BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal

# BUYER’S ENVIRONMENTAL POLICY

Suffolk County Council Environmental Policy, March 2024 - attached

# BUYER’S SECURITY POLICY

Appended at Order Schedule 9

# SUPPLIER’S AUTHORISED REPRESENTATIVE

 REDACTED TEXT under FOIA Section 40, Personal Information

# SUPPLIER’S CONTRACT MANAGER

 REDACTED TEXT under FOIA Section 40, Personal Information

# PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

# PROGRESS MEETING FREQUENCY

During the Delivery Period: monthly.

After the Delivery Period: quarterly on the first Working Day of each quarter.

# PERFORMANCE REVIEW MEETING FREQUENCY

Monthly (can be combined with progress meetings).

# OPERATIONAL BOARD: COMPOSITION & MEETING FREQUENCY

To be agreed between Buyer & Supplier.

# KEY STAFF

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

# KEY SUBCONTRACTOR(S)

The Supplier is in the process of conducting a formal procurement exercise to appoint Installation Partners to deliver Installation and Maintenance services via a Master Service Agreement. Once this exercise is concluded we will provide the details for each of the successful contractors.

# E-AUCTIONS

Not applicable

# COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

# SERVICE CREDITS

Not applicable

# SERVICE FAILURE PAYMENTS

Service Failure Payments will accrue in accordance with Order Schedule 14 (Service Levels) and be payable to the Buyer or relevant Cluster Member (KPI 4).

The Service Failure Payment Cap is: REDACTED TEXT under FOIA Section 43 Commercial Interests and REDACTED TEXT under FOIA Section 43 Commercial Interests

The Service Period is One Month unless otherwise defined in Order Schedule 14 (Service Levels).

A Critical Service Level Failure is:

1. A failure of the Service Provider and its Key Sub-Contractors maintain up to date health and safety policies and procedures.
2. A failure to meet the KPI of zero HSE Enforcement Notices being issued in any 12-month rolling period within contract scope/ service provision.
3. A failure to ensure the network of all charge-points within the contract is, on average, available and reliable for 99% of the time in any 12-month rolling period.
4. A failure to meet the KPI of zero cyber security events in any 12-month rolling period.
5. A failure to meet the KPI of zero valid GDPR incidents reported to the Information Commissioner’s Office in any 12-month rolling period.
6. A failure to meet the KPI of 100% of non-disputed payments due to the Buyer or Cluster Member paid within 30 Working Days of start of new accounting period.
7. A failure to meet the Service Level Threshold for any indicator or combination of indicators, as set out in Schedule 14, more than 3 times during a 12-month period.
8. A failure to meet the Service Level Performance Measures for more than 50% of the defined Service Level Performance Measures within any Service Period.

# ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) as follows in respect of this Order Contract:

The Supplier must hold the following levels of insurance as a minimum for the duration of this Contract:

* + Employer’s liability £10,000,000 for claims arising from a single event or series of related events in a single calendar year.
	+ Public liability £10,000,000 in relation to any one occurrence, the number of occurrences being unlimited.
	+ Product liability £10,000,000 in relation to claims arising from a single event or series of related events in a single calendar year.
	+ Professional Indemnity £2,000,000 in relation to any one claim

and which insurance is to be maintained for twelve (12) years from the completion of any works.

The Supplier shall ensure that the Buyer's interest and the interest of any Cluster Member who is the Host at a Location is noted on each of the above insurance policies, or that an indemnity to principals’ provision has been included.

The Supplier is to maintain adequate insurance to cover the Goods and EVCI which it is required to install and maintain for the duration of the Contract. The Buyer and where applicable the Cluster Member who is the freehold or leasehold owner of the Mandatory or Further Location where the Deliverables are to be provided is to be named as an insured on any insurance policy which provides cover for the Goods and EVCP infrastructure assets on its land.

# GUARANTEE

The Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

# SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

This will be monitored in the course of the performance of the Order Contract. The Supplier will provide the data required to demonstrate compliance with the above and the reporting data set out in the Specification and Order Schedule 14 (Service Levels).

# EXECUTED AS DEED:

 In Witness whereof the Parties have executed and delivered this Contract as a Deed

|  |  |
| --- | --- |
| Executed as a deed by **XXXX** acting by - REDACTED TEXT under FOIA Section 40, Personal Informationin the presence of: REDACTED TEXT under FOIA Section 40, Personal informationREDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information | REDACTED TEXT under FOIA Section 40, Personal Information ……………………….. SIGNATURE OF DIRECTORREDACTED TEXT under FOIA Section 40, Personal Information ………………………….. SIGNATURE OF WITNESS |

|  |  |
| --- | --- |
| Executed as a deed by **Suffolk County Council** affixing its seal in the presence of a duly authorised officer | Authorised Officer |