

CONTRACT FOR PRISONER AND NON-PRISONER FOOD SUPPLY

SCHEDULE 4

STANDARDS

Standards

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Standards Hub”	the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ; and
“Suggested Challenge”	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

2 GENERAL

- 2.1 Throughout the term of this Agreement, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Authority’s receipt, of the Goods and Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Authority’s receipt, of the Goods and Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

- 3.1 The Supplier shall (when designing, implementing and delivering the Goods and Services) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4 OPEN DATA STANDARDS

- 4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.
- 4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Online Ordering System or Supplier Solution where there is a requirement under this Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government’s Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government’s IT infrastructure and the suggested open standard.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government’s Open Standards Principles, unless the Authority otherwise agrees in writing.

5 TECHNOLOGY ARCHITECTURE STANDARDS

- 5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable

6 ACCESSIBLE DIGITAL STANDARDS

- 6.1 The Supplier shall comply with (or with equivalents to):
- 6.2 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
- 6.3 ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

7 SERVICE MANAGEMENT SOFTWARE & STANDARDS

- 7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the provision of the Goods and Services, including the following and/or their equivalents:
- 7.1.1 ITIL v4;
- 7.1.2 ISO/IEC 20000-1 2018 “Information technology — Service management – Part 1”;
- 7.1.3 ISO/IEC 20000-2 2019 “Information technology — Service management – Part 2”;
- 7.1.4 ISO 10007: 2017 “Quality management systems – Guidelines for configuration management”; and
- 7.1.5 ISO 22313:2020 “Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301” and, ISO/IEC 27031:2011 and ISO 22301:2019.
- 7.2 For the purposes of management of the provision of the Goods and Services and delivery performance the Supplier shall ensure that the Online Ordering System, and any other software used in connection with the supply of the Products and Services, complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If the Online Ordering System has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable for the purposes of the Online Ordering System.

8 SUSTAINABILITY

- 8.1 The Supplier shall comply with the sustainability requirements set out in the Annex to this Schedule.

9 HARDWARE SAFETY STANDARDS

- 9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Goods and Services, including the following (without limitation) or their equivalents, amendments or replacements from time to time:
- (a) any new hardware required for the delivery of the Goods and Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- (b) any new audio, video and similar electronic apparatus required for the delivery of the Goods and Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;

(c) any new laser printers or scanners using lasers, required for the delivery of the Goods and Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements;

(d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Goods and Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

9.2 Where required to do so as part of delivering the Goods and Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

10 FOOD AND CATERING STANDARDS

10.1 The Supplier shall supply the Products and Services in such a way so as to ensure that the Authority meets the Government Buying Standards for food and catering services (as updated from time to time) applicable to the Products and Services which, as at the date of this Agreement, can be found online at:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services/government-buying-standard-for-food-and-catering-services>

ANNEX 1: ENVIRONMENTAL REQUIREMENTS

1 DEFINITIONS

1.1 In this Annex, the following definitions shall apply:

“Permitted Item”	means those items which are permissible under this Agreement to the extent set out in Table B of this Annex
“Prohibited Items”	means those items which are not permissible under this Agreement as set out at Table A of this Annex
“Sustainability Reports”	written reports to be completed by the Supplier containing the information outlined in Table C of this Annex; and
“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal.

2 PUBLIC SECTOR EQUALITY DUTY

2.1 In addition to legal obligations, where the Supplier is providing a service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Agreement in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

2.1.2 advance:

(a) equality of opportunity; and

(b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2.2 The Supplier shall ensure that it fulfils its obligations under the Agreement in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

3 ENVIRONMENTAL REQUIREMENTS

3.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

- 3.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.
- 3.3 In performing its obligations under the Agreement, the Supplier shall, where applicable to the Agreement, to the reasonable satisfaction of the Authority:
- 3.3.1 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;
 - 3.3.2 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 3.3.3 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Agreement is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
 - 3.3.4 ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Agreement do so in a legally compliant way and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;
 - 3.3.5 in circumstances that a permit, licence or exemption to carry or send waste generated under this Agreement is revoked the Supplier shall cease to carry or send waste or allow waste to be carried by any Sub-contractor until authorisation is obtained from the Environment Agency;
 - 3.3.6 minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
 - 3.3.7 reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 3.4 In performing its obligations under the Agreement, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 3.5 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Agreement. Where unavoidable, the Supplier shall use reasonable endeavours to ensure that any paper or card deployed in the performance of the Services consists of recycled content and used on both sides where feasible to do so.
- 3.6 The Supplier shall not provide to the Authority, Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 3.7 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Goods or Services under this Agreement unless:
- 3.7.1 it is a Permitted Item; or
 - 3.7.2 the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Goods or Services.
- 3.8 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services.

- 3.9 The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 3.10 In delivering the Services, the Supplier must comply with the Authority's sustainability requirements, to be provided to the Supplier by the Authority.
- 3.11 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority:
- 3.11.1 demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 3.11.2 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 3.11.3 achieve continuous improvement in environmental (and social) performance.
- 3.12 The Supplier shall supply the Products and Services in such a way so as to ensure that the Authority meets the applicable Government Buying Standards (as updated from time to time) applicable to Products and Services which, as at the date of this Agreement, can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

4 SUPPLIER CODE OF CONDUCT

- 4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

- 4.2 The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5 REPORTING REQUIREMENTS

- 5.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance with the provisions of this Annex within fourteen (14) days of such request, provided that such requests are limited to two (2) per Contract Year.
- 5.2 The Supplier shall complete the Sustainability Report in relation to its provision of the Goods and Services under this Agreement and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Annex 1.

TABLE A – Prohibited Items

The following items will be prohibited where reasonably avoidable and having regard to the nature of the Products and Services and the need to ensure appropriate standards of hygiene and to avoid cross-contamination. The Supplier shall not be in breach of this Schedule to the extent that the Authority requests the supply of a Prohibited Item.

<p>The following consumer single use plastics are Prohibited Items:</p>	<p>Catering</p> <ul style="list-style-type: none"> a. Single use sachets e.g. coffee pods, sauce sachets, milk sachets b. Take away cutlery c. Take away boxes and plates d. Cups made wholly or partially of plastic e. Straws f. Stirrers g. Water bottles
	<p>Facilities</p> <ul style="list-style-type: none"> a. Single use containers e.g. hand soap, cleaning products b. Wipes containing plastic
	<p>Office Supplies</p> <ul style="list-style-type: none"> a. Plastic envelopes b. Plastic wrapping for brochures c. Paper or card which is bleached with chlorine
	<p>Packaging</p> <ul style="list-style-type: none"> a. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. b. Single use carrier bags
<p>Authority specific Prohibitions</p>	<p>None</p>
<p>Project specific Prohibitions</p>	<p>None</p>

TABLE B – Permitted Items

Authority Permitted Items	None
Project Specific Permitted Items	None

TABLE C – Sustainability Reports

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability Plan	As proportionate and relevant to the Agreement, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	Within one (1) month of its publication
Waste created	By type of material the weight of waste categories (including food waste and packaging waste) by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill. Including initiatives for donating food waste.	Within one (1) month of its publication
Greenhouse Gas Emissions	Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the Agreement. Scope 3 emissions to be reported as required (Optional) Emissions reporting should be in accordance with established best practice and internationally accepted standards. Greenhouse gas reporting from emissions sources (Scope 1, Scope 2 and Scope 3), and specific activities as requested by the Authority. This may include activities such as transportation, energy use and waste disposal.	Within one (1) month of its publication