



MINISTRY OF JUSTICE SPECIFICATION DOCUMENT

The Supply of Farm Animal Feed

SUMMARY

This document describes the requirement for the supply of Farm Animal Feed for use by the Ministry of Justice.

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1.0 INTRODUCTION

1.1 Overview

The Ministry of Justice (MoJ) works to protect the public and reduce re-offending, and to provide a more effective, transparent and responsive criminal justice system for victims and the public. It also provides fair and simple routes to civil and family justice.

The MoJ has responsibility for different parts of the justice system – the courts, prisons, probation services and attendance centre's. It works in partnership with the other government departments and agencies to reform the criminal justice system, to serve the public and support the victims of crime.

In the HM Chief Inspector of Prisons for England and Wales Annual Report 2011–12 it states '*We expect that there should be sufficient purposeful activity for the total prisoner population. Prisoners should be encouraged and enabled to work and learn during and after sentence...*' Working in prisons can provide prisoners with an opportunity to gain work related skills and experience that can help them reintegrate into society on their release, building their potential to become hardworking future employees. This is partly achieved by providing employment/enhanced vocational training to tens of thousands of workers in more than 450 facilities in Her Majesty's prisons including Prison Service Farms. This in turn is instrumental in helping offenders turn away from crime, and giving them back a sense of stability, discipline and responsibility.

There are six farms across the prison estate; these opened in 1935, 1939, 1946 (two opened in that year), and 1962. These are North Sea Camp, Prescoed, Hewell, East Sutton Park, Wymott and Kirkham.

The definition of term 'farm' in this case is those perform large scale production, either livestock or arable e.g. for the production of milk, meat or fresh produce (agriculture) as a primary function.

Between 2002 and 2005, the Prison Service significantly reduced its farming commitment from twenty-three farms, to the current six.

The main demanders for the current contract are within the Midlands Region, namely HMP North Sea Camp and HMP Hewell, HMP Prescoed/Usk (Wales), HMP East Sutton Park (Kent) and with a few smaller requests from HMP Kirkham and HMP Wymott.

HMP Kirkham hold approximately 48 beef cattle, 74 pigs, 250 sheep.

HMP Wymott hold approximately 18 beef cattle, 7pigs and 137 sheep

HMP North Sea Camp currently have 25 breeding pigs plus finishers (pigs being fattened for slaughter) giving a total of around 250, 400 breeding sheep plus lambs a total of around 1000.

HMP Hewells current livestock headcount stands at 116 Jersey Milking Cows, 100 followers (weaned cattle), 13 beef cattle, and 50 pigs for pork/bacon production.

HMP Prescoed/Usk currently have around 190 cattle.

HMP East Sutton Park are noted as having 172 pigs (Boars, Gilts and Weaners), 108 sheep (Ewes, Rams and Lambs) and 16 horses

1.2 Purpose

This purpose of this schedule is to define the Authorities contract requirements for service and product to formulate minimum requirements to allow the contractors compliance to be measured in conjunction with the other contract schedules, which form the final contract.

The information contained within this document forms the basis of the criteria against which the Contractors performance will be measured.

1.3 Resultant Contract

The resultant contract shall be a National 4 year call off contract with the Ministry of Justice on behalf of the participating contracting Authorities, unless otherwise terminated in accordance with the terms and conditions of contract (Default, Disruption and Termination 36 – 42). The contract shall be non-exclusive and has no guarantee of business or volumes.

The HM Prisons demands constitute the majority of the contracting requirement and it is intended that the Contract will be split into 3 Lots to cover the regions required as below

Lot 1 – Midlands Region and Lancashire (HMP North Sea Camp, HMP Hewell, HMP Wymott and HMP Kirkham) four year contract value in the region of £600,000

Lot 2 – Wales Region (HMP Prescoed/Usk) four year contract value in the region of £386,000

Lot 3 – Kent Region (HMP East Sutton Park) four year contract value in the region of £135,000

However provision shall be made for supply to other OJEU advertised contracting Authorities who may have a requirement. All other participating contracting Authorities shall remain liable for their own demand call offs, dispute resolutions and payments. Entry to the Contract for other participating Contracting Authorities will be by means of a formal variation to contract form and may include a bespoke element for local product requirements or variance for organisational administration processes.

The contract owner shall be the Ministry of Justice Commercial Contract Management Directorate (CCMD).

1.4 Product Variation

The Authority may over the life of the contract identify other products which may be migrated to the contract, of which the Contractor will be notified at the relevant time during the life of the contract. In addition, product lines or selections of products may be removed from the contract at the discretion of the Authority. Where items are to be removed the Contractor will be issued with a minimum of three months notice to allow for reduction of stock levels, unless otherwise agreed by both parties.

Where the contractor proposes new or alternate products, to replace or supplement the contractor's product range, this will be subject to the approval of MoJ Procurement. The contractor is permitted to propose changes to products either on an ad hoc basis or as part of an ongoing standardisation process or product review. Such proposals will be submitted to the MoJ Procurement Directorate in the first instance, after which non-returnable samples (if required) and product specifications may be requested and are to be provided free of charge.

Any proposed changes to the products shall be communicated to the Authority prior to any changes to the specification being carried out. Any changes to the supply of models or variants to the minimum requirement of the Authority shall only take effect upon a formal variation to the contract specification unless agreed in writing with a member of the MoJ Procurement Directorate

The Contractor may receive specific requests from establishments for non catalogue food stuffs. This will be agreed directly with site as per particular animal feed requirements and quoted for to enable a purchase order to be raised. Should this be an ongoing requirement then the Contract Management Team should be notified with a view to adding to the catalogue.

The Authority has the right to sample/test any batch for quality via a third party.

2.0 SCOPE OF REQUIREMENTS

2.1 **Headline Requirement**

This requirement relates to the Ministry of Justice's requirement for the supply of Farm Animal Feed within its own organisation and participating Contracting Authorities across England, Wales & Scotland.

A list of current organisations within the Ministry of Justice organisation can be found at the web link below:

<http://www.justice.gov.uk/about>

Products are required to be delivered regionally and or nationally to individual business locations and products are demanded on an adhoc basis by the individual sites. Each business unit location is responsible for identifying their own requirements, ordering process and payment settlement.

The contractor will be responsible for the purchase, logistics, storage, delivery, uplift, administration and pre- and post sales support of the products and service direct to the end user and the MoJ Procurement Contract Manager.

2.2 **Quantity of Goods**

The call off contract shall have no guarantee of business or volumes; however indicative volumes have been given in the RFP document 3.7.

It is the responsibility of the Contractor to ensure that they manage their product forecasting and inventory for the duration of the contract.

The Contractor will be required at all times to ensure sufficient stocks are maintained to fulfil orders placed by the Authority within the lead times contained within 4.7 Lead Times below. The legacy demands provided by the Authority are only an estimate of likely future demands, but are subject to change during the life of the contract.

The Contractor shall be able to supply in both low and high volumes in line with the set minimum order quantity of each product line to the end user based on legacy demands or an agreed forecasting model with the Authority.

The Contractor is also obligated to ensure that contingency arrangements are in place for alternative supply should the Contractor find they are unable to meet the requirements of the contract within the relevant lead-times

The contractor is responsible to pro-actively engage the Authority for periodic product and demand reviews.

2.3 **Minimum Shelf Life**

All products supplied by the Contractor should remain fit for purpose under normal storage conditions for a minimum of 3 to 12 months or until their expiry (best before)

date, depending on factors such as how they were harvested, processed and or stored. The Contractor must notify site by way of labelling or other means what the shelf life per batch will be.

2.4 Legislation

In addition to the terms and conditions schedule, Contractors must take cognisance of all relevant and pertinent UK and EU legislation and Directives in fulfilling the legal requirements to supply their products for sale in the UK market, including but not limited to:

- EU Regulation 178/2002 on the general principles of food law
- EU Regulation 882/2004 on official food and feed controls
- EU Regulation 1831/2003 on additives for use in animal nutrition
- EU Regulation 1831/2005 on feed hygiene
- EU Regulation 152/2009 on sampling and analysis
- EU Regulation 767/2009 on the placing on the market and the use of feed
- Directive 2002/32 on undesirable substances in animal feed
- Directive 2008/38 establishing a list of intended uses of animal feeding stuffs for particular nutritional purposes

Legislation on animal feed is harmonised at European Union (EU) level. It applies principally to feed for farmed livestock, but also covers feed for horses, pets, farmed fish, zoo and circus animals, and creatures living freely in the wild

The regulatory regime for animal feed, based on legislation negotiated and adopted in Brussels, is intended to safeguard animal and human health and ensure traceability throughout the feed chain. Most businesses that use, manufacture or sell animal feed must be registered or approved, and comply with specified standards in respect of their facilities, storage, personnel and record-keeping. This includes farmers feeding animals producing food for human consumption and arable farms growing crops for feed use.

In addition, a number of codes of practice and quality assurance schemes apply to the production and delivery of feed to farms and the sourcing, storage and handling of feed materials and compound feeds. The main codes are those drawn up by the Agricultural Industries Confederation (AIC) and the Grain and Feed Trade Association (GAFTA). These and other codes - developed by the feed industry, farmers- unions, and trade bodies such as egg producers and the Soil Association - are voluntary, but help ensure that measures are in place to address identifiable hazards and trace feed materials. The ultimate aim of both legislation and self-regulation is to ensure that animal feed is safe, wholesome, and does not present any danger to animal or human health and the environment.

The Contractor must provide the Authority, on request, with copies of relevant conformity certificates and testing reports of compliance for each product line supplied with regard to all applicable legislation.

Title: Animal Feed Specification document

Over the life of the contract it is the responsibility of the contractor to notify the authority of any known product that does not comply with legislation or standards which impact the use or safety of their product. Failure to notify the authority and/or comply with such legislation may lead to the termination of the contract.

Specific highlighted product & supply Legislation shall also be applicable as a minimum:

Sales of Goods Act 1979 (as amended)

Supply of Goods and Services Act 1982 (as amended)

Other Legislation can be accessed via the following websites:

The National Archives publishes all UK Legislation on behalf of HM Government. The relevant information relating to legislation can be found on-line via the web link below

<http://www.legislation.gov.uk/>

2.5 Policies & Organisation Standards

The Contractor must comply with all relevant Government Policies and Standards, these may include but not limited to:

- Delivery Drivers Hand Book

Prison Service Orders can be found at

<http://www.justice.gov.uk/guidance/prison-probation-and-rehabilitation/psipso/psos.htm>

Prison Service Instructions can be found at

<http://www.justice.gov.uk/guidance/prison-probation-and-rehabilitation/psipso/psis/index.htm>

G3.0 SPECIFIC REQUIREMENTS

3.1 Product Requirements

The Ministry of Justice has a requirement for the supply of Animal Feed to Farms within HM Prison Service as detailed but not limited to below:

Lot 1 – HMP North Sea Camp, HMP Hewell (Midlands Region), HMP Kirkham (Preston), HMP Wymott

Type of Food	Specification	Current Analysis, Contents and Breakdown of Feed:			
		Product required or suitable alternative	Oil	Protein	Fibre
Dairy Herd Concentrate Feed (Bulk)	To provide dairy cow concentrate to meet the needs of the milking cows balancing the available forage.	Milkmore 20	4	20	9.5
		Milkmore 23	4	23	9.5
Heifer Rearing Concentrate (Bulk)	To provide a concentrate suitable for Jersey heifers post weaning to pre-calving.	Rearer 18 Nuts + Biosprint	4	18	9
Sopralin (25kg Bags)	A high vegetable protein which as a result of precise treatment contains a high level of Digestible By Pass Protein (DUP)	Sopralin	2.6	46.5	6
Calf Starter Pellets (25kg Bags)	To provide pellets for Jersey heifer calves up to post weaning	Start and Wean Pellets	4	18	9
Prime Beef Premium Nuts	A complimentary feed for feeding to growing and finishing cattle in a semi-intensive system	Beef Finisher Pencils/Nuts (ash 9%, moisture 14%, crude oil and fats.)	4.5	14	7

Title: Animal Feed Specification document

Prime Beef Supreme + Biosprint Nuts	A complimentary feed for feeding to intensive growing and finishing beef cattle from 10 weeks of age		4	16	10
Dry Cow Rolls (Bags)	To provide a complementary feed stuff in bags, designed to be fed to Jersey cows pre calving. Designed to reduce calcium intake.	Dry Tec L Nuts	3	21	10
Hi Magnesium Cattle Buckets	To help maintain adequate intake of minerals and vitamins and to help prevent grass staggers	Hi Mag Cattle buckets			
Maxcare Cattle Bucket	To help maintain a balance of vitamins and minerals designed to meet year round requirements for dairy and growing cattle.	Maxcare Cattle bucket			
Calf Milk Powder (25kg Bags)	To provide calf milk suitable for Jersey calves	Current Suppliers own Whey Based		23	
Sow Concentrate Pellets (Bulk and Bags)	To provide a single sow concentrate ration designed to be fed to sows throughout pregnancy and lactation	Supabreed Nuts	6	16	5.5
Pig Finisher Pellets (Bulk)	To provide pellets in bulk loads which are complete feeding stuff for feeding finishing pigs from 50kg live weight until slaughter	Supalean Pellets	5.5	18.5	5
Pig Grower Pellets (Bulk)	To provide pellets which are complete feeding stuff for feeding suckling piglets for 2-15kg live weight.	Supawean Pellets			

Poultry Layers Pellets (Bulk and Bags)	To provide a complete feed stuff designed to be ad-libitum laying free range poultry. Protein content must be in range of 18%-20%.	Freshlay Pellets	4.5	18	5
Ewe Nuts (25kg Bags)	To provide a complimentary feed stuff for feeding breeding ewes pre and post lambing	Ewemaster Nuts	4	18	11
Lamb Creep (25kg Bags)	To provide a complementary feed stuff designed to feed ad-libitum to lambs in conjunction with a source of long fibre. Protein content must be in the range of 15%-20%	Lambmaster Pellets	3.5	16	11
Mixed Grain	Wheat, maize, soya oil	Mixed Grain			
Oyster Shell Grit	To aid formation of good shells on eggs and supply a source of calcium	Oyster Shell Grit			
Medicated Lines	Where medication is prescribed by a veterinary surgeon to be added to the animal herds feed a medical prescription will need to be sent from vet to supplier.				
TESTING					
Forage Analysis					
Ration Formulation					

HMP Hewell are on a Channel Island manufacturing contract and produce 840,000 litres of milk a year which brings in revenue for the establishment. It is crucial that the feed for these cattle consist of ME (Metabolisable Energy) of 12.5% as the energy requirement of Jersey milk is higher than other breeds. If the composition of the dairy cake is not adequate then milk yield drops. Jersey cows are a high yielding herd whose production is dependant on the quality of the feed not quantity.

Lot 2 - HMP Prescoed/Usk (Wales)

Type of Food	Specification	Current Analysis, Contents and Breakdown of Feed:			
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		Product required or suitable alternative	fats	Protein	Fibre
Maxi Milk HE 18	High Energy (13.5 ME) diet for parlour feeding high yielding Holstein dairy cows	Maxi Milk HE 18	4.8	18	7.5
Cow Feed	Specific blend formulated to balance silages from 2012 season	HMP Blend	3.8	21	15
Quickstart HP Calf Pellets	High Quality baby calf diet to compliment milk powder	Quickstart HP Calf Pellets	3.5	18	8.5
Pre-lac Rolls	High DUP Protein dry cow roll fortified with specific mineral package to balance Cilwrgi forages	Pen Mill Pre-lac Rolls	4	20	11
Provimilk/Daisy	Whey based milk powder for heifer rearing	Provimilk / Daisy	18	22	0.4
Urea Prills (25kg Bags)	High RDP to balance low protein maize silage and grass silages in 2012	Urea Prills			
Poultry Layers Mash	To provide feed for free range hens from point of lay to depletion	Poultry Layers Mash	3.5	16	5.5
Poultry Layers Pellets	To provide feed for free range hens from point of lay to depletion	Freshlay Pellets	4.5	18	5
Mixed Corn	To provide a comprehensive feeding mix (a mixture of wheat and maize) suitable for feeding to all types of free range poultry and fowl from 4 weeks of age	Mixed Corn			
Oyster Shell Grit	To aid formation of good shells on eggs and supply a source of calcium	Oyster Shell Grit			
Medicated Lines	Where medication is prescribed by a veterinary surgeon to be added to the animal herds feed a medical prescription will need to be sent from vet to supplier.				

TESTING					
Forage Analysis					
Ration Formulation					

Lot 3 – HMP East Sutton Park (Kent)

Type of Food	Specification	Current Analysis, Contents and Breakdown of Feed:			
		Product required or suitable alternative	fats	Protein	Fibre
Sow Breeder Rolls	To provide a single sow concentrate ration designed to be fed to sows throughout pregnancy and lactation	Sow Breeder Rolls	3.5	18	5
Pig Grower Pellets	To provide pellets which are complete feeding stuff for feeding suckling piglets for 2-15kg live weight.	Pig Grower Pellets	3.1	19	3.5
Sow and Weaner Nuts	To provide a complimentary feed stuff for feeding breeding ewes pre and post lambing	Sow and Weaner Nuts	4	16	6
Super Ewe and Lamb Nuts	To provide a versatile feed for breeding and dry sheep	Super Ewe and Lamb Nuts	4	18	11
Store Lamb Finisher	To provide a highly digestible pelleted ration formulated with the optimum balance of energy and protein sources for finishing lambs and to provide ample nutrients for rapid growth and maximum lean meat yield and eat yield	Store Lamb Finisher	4.25	16	10.5
Medicated Lines	Where medication is prescribed by a veterinary surgeon to be added to the animal herds feed a medical prescription will need to be sent from vet to supplier.				

TESTING					
Forage Analysis					
Ration Formulation					

3.2 Product Sourcing

The Authority may require the Contractor to source additional non-contracted Items on an ad hoc basis. If usage of the item is considered significant or if the supply chain is such that guarantees of purchase are required – the items will be added to the contract via formal variation.

Where the Contractor is requested to source additional items the Authority reserves the right to purchase the items elsewhere in the future unless they are subsequently included in the contract.

The Authority will endeavour to approach the Contractor for quotations for additional required items which fall within the scope of this contract.

3.3 Inventory Management

Contractors Inventory (Stock Levels) shall be managed by the Contractor and shall ensure adequate financial resources are available to finance stock holding during the life of the contract taking into consideration both seasonal/normal demand and contingency stocks.

The contractor will hold contingency stock to cover minor delays in deliveries from manufacturers and additional stock during the mobilisation period. All early indication of any potential supply disruption will be notified to the Authority in writing along with a contingency measure to eliminate potential stock outs.

For products with a manufacturing lead time of greater than 1 week the contractor will ensure that relevant levels of stock holding is in place at the manufacturers (or tier 2 Contractors) storage facilities.

The responsibility for forecasting & fulfilling demand will be the responsibility of the contractor for all product lines supplied within the contract.

G4.0 SERVICE REQUIREMENTS

4.1 Account Set up

Each individual participating organisation shall have their own account with sub accounts for individual business units and locations for the purposes of recording transactions and product demands for individual business units for reporting management information to the Authority.

The headline account MoJ organisational structure shall be:



4.2 Electronic Catalogue Production and Maintenance

The current IT based procurement system is driven by electronic supplier catalogues for specific contracted items and prices, in line with the general trends in procurement.

The benefits to suppliers are that the system will encourage contract compliance by pointing users to centrally agreed contracts and approved products. Orders from the Authority will be transmitted electronically, speeding up the order processing and lead-times for the customer.

The Contractor shall provide an electronic catalogue containing one or more of the following:

- MS Excel Spreadsheet as a minimum level (a template will be provided).
- eCatalogueXML
- cXML
- Flat File

Procurement in the MoJ is underpinned by the Oracle e-Business Suite and in particular the 'i-Procurement module which is a self-service requisitioning application (similar to online shopping).

In most cases, staff can select the items they want from electronic catalogues, filling up “virtual” shopping carts as they go. It has a virtual checkout where they confirm their order. They can also create shopping lists for things they get regularly.

The Contractor shall provide and update as required by the Authority’s Representative, electronic catalogues detailing all Goods and Services provided under the Contract. These catalogues shall be formed in an electronic template compatible with the Authority’s systems and in particular the .XLS file format (Microsoft Office).

The Contractor shall ensure that these catalogues are provided and updated with all information necessary for the Authority to effectively operate its Oracle e-Business Suite and in particular to search catalogues and place Orders through the i-Procurement module. Catalogues must be populated with information including but not be limited to: suppliers unique ID/product code, clear descriptions of the Goods/Services; units of measure, pack sizes, minimum order quantities, pack prices, UNSPSC codes and lead times.

The catalogues available on i-Procurement do not currently include photographs or visual representations of the items available; however the contractor may be required to provide an electronic bespoke pictorial catalogue, which will include pictures and basic product specification and pricing to further assist our customers in their product selection. Pictorial catalogues can significantly reduce customer queries to both the Authority and Contractor.

(Note that this electronic catalogue does not need to be a professionally developed publication in terms of design, art work, branding)

4.3 Purchasing Routes

All purchase orders will be generated automatically by means of “electronic transmission” in PDF file format (Adobe Acrobat) by either the i-Procurement System or i-Inventory System which are present within all HMPS Establishments and across HMPPS. Electronic transmission means either electronic mail or auto-fax (sent to print on a facsimile machine).

The successful contractor will be required to accept electronic purchase orders. The contractor shall be able to accept electronic purchase orders by one of the following methods:

- XML(EDI)
- Traditional EDI
- E-mail

The Contractor shall ensure that they have sufficient capability to receive purchase orders in this format without interruption (24-hours a day and every day of the year).

The Contractor shall ensure that purchase orders are properly stored, are not accessible to unauthorised persons, are not altered, lost or destroyed and are capable of being retrieved only by properly authorised persons.

The Authority shall not be liable for the consequences of a corrupted, or incorrect transmission, or any failure to re-transmit a purchase order, if the error is or should in all the circumstances be reasonably obvious to the Contractor. In such event the Contractor shall immediately notify the Authority's Representative thereof.

The Contractor is required to provide the necessary information to allow the Authority to create and maintain an electronic catalogue of goods. Refer to 4.2.

4.4 Demand Requests

All goods ordered by the MoJ shall be demanded by an official purchase order form with a unique purchase order number communicated by either email or fax direct to the Contractor. The Contractor shall not make any provision for supply outside the purchasing route described above without an official Purchase Order unless there has been a technical problem as advised by a member of the procurement team.

Where an electronic or faxed purchase order is not available but contracted goods are required urgently, written (including email) authority from a member of the Ministry of Justice Procurement Directorate may be treated as an agreement by the authority to purchase the goods.

The Contractor will be required to email confirmation of the order including product lines, prices, quantities and an estimated delivery date to the requestor.

The contractor will work with the Authority to minimise contract leakage and off-contract spend, which may include internal advertisement of the contract and the production of catalogues etc see section 4.2.

4.5 Quotations

Where approved by MoJ Procurement, the Contractor shall supply the business units a written quotation upon request, for non-core contracted goods or where larger economic quantities are demanded by the Authority.

4.6 Goods Shipments & Delivery Locations

Goods shall be shipped directly to the end user to an official address as noted on the purchase order as and when required. Establishment Map at **Appendix A and A (2)**.

4.7 Lead Times

Delivery of Goods

Lead times for the performance of the contract shall be firm dependant on Contractor's tender submission and details will be included in the final contract (Schedule H Pricing & Payment Schedule). This will operate in conjunction with the Prison opening times for deliveries. In the event that products are unavailable at the time of order, the products will be placed on back order and the establishment promptly notified.

Continued failure to supply goods within the agreed timescales and service levels will result in a Service Improvement Notice being issued; see Terms and Conditions Schedule J Monitoring.

Where goods are requested which are not contracted items the Contractor will be required to give an accurate estimate of the lead time at the time of ordering. These are not required to be fixed but the Contractor is expected to inform the sites of the expected delivery date.

Product Lead Times

(To be inserted from the successful bidder's tender question response in relation to Lead times and delivery)

Dispute Resolution Lead Times in Working Days

(To be inserted from the successful bidder's tender question response in relation to Dispute resolution)

The above contractor's lead-time performance shall be measured within Schedule 8 Monitoring, contract Key Performance Indicators and must meet a minimum service level, as stipulated in the contract.

4.8 Shipments, Delivery and Supply Chain Requirements

It is the responsibility of the Contractor to ensure that the vehicle used for each delivery is of an appropriate size i.e. appropriate means can access with ease. If using an outside courier service the Contractor must make that company aware of gate opening times and any gate restrictions for any deliveries being made.

If using own drivers the Contractor is required to ensure that all drivers delivering to HM Prison Service Establishments have read and understood the HM Prison Service Drivers Handbook, which can be found in the RFP document section 1.3 Background Information. Sections 2.7 and 2.8 of the Drivers Handbook relate to items which are prohibited inside prisons. These include items which may be used as weapons, alcohol, mobile telephones and drugs (including medicine in most cases).

It is the responsibility of the Contractor to ensure that prohibited products are not supplied, and that vehicles containing deliveries for other locations contain details of ALL items on the vehicle. In the case of multi-drop deliveries the driver MUST be made aware of what goods are on the vehicle before entering the prison.

The Contractor shall be required to:

- Handle product sourcing from manufacturer(s).

- Receive and store deliveries from manufacturer(s).
- Receive, collate, pick and pack orders from customers.
- Distribute to MoJ locations across England and Wales.
- Deliver goods in accordance with the contract lead times.
- Comply with the Authority's vehicle restrictions, goods acceptance and stores opening times [These may be subject to change during the implementation period and over the life of the contract].
- Obtain proof of delivery and leave appropriate goods delivery notes. The delivery notes should contain information as per 4.13.
- Ensure that purchase order numbers are referenced on invoices that are raised to prevent a delay in payment.
- Submit Invoice as per Contract requirements

4.9 Delivery Charges

The size of deliveries to site will vary dependant on requirements and minimum order quantities will be set on contract award to maximise cost efficiencies. It is understood that there will be a Haulage surcharge for Zone F-North Sea Camp for Artic Vehicles to be agreed during tender process and this will be included in the catalogue and added to purchase orders as and when required. See Schedule H Pricing and Payment in Terms and Conditions.

4.10 Delivery Times / Site Opening Times

The majority of deliveries will be to HM Prison Establishments which have farms, these are noted, but not restricted to, the sites in **Appendix B** Delivery Locations and Core Opening Times.

Each requesting site is subject to different operating times to accept deliveries. All deliveries shall be Monday to Friday excluding bank holidays. This list is subject to change throughout the life of the contract and the Contractor will be notified of any changes where relevant.

Each delivery location must be uniquely identified by the Contractor for the purposes of Management Information Reporting as per Terms and Conditions Schedule J Monitoring.

4.11 Gate Restrictions

The Contractor shall comply with delivery restrictions provided by the Authority in **Appendix C**. Sites as a min are able to accept 7.5 tonne vehicles. Any updated Delivery restrictions will be communicated to the Contractor during the life of the contract.

4.12 Packaging and Labelling of Consignment

Packaging

This should be sufficiently adequate and robust enough for carrier services to ensure the items contained within are delivered to the customer in pristine condition.

The Contractor shall ensure that goods are packed to protect them from damage and provide for safe handling. Packaging volume and weight must be the minimum amount to maintain necessary levels of safety and acceptance for the packed product and for the consumer.

Packaging must be manufactured so as to permit reuse or recovery in accordance with specific requirements.

Reusable Packaging must:

- Enable a number of trips or rotations in normally predictable conditions of use.
- Be able to be processed without contravening existing health and safety requirements for the workforce.
- Meet the requirements specific to recoverable packaging when it becomes waste.

All Packaging must be recoverable in one or more of the following ways:

- Manufactured in such a way that a high percentage of packaging is easily recoverable through material recycling.
- Recoverable through energy recovery.
- Bio-degradable or photo-degradable packaging.

The Contractor shall be required to ensure that all packaging is labelled in accordance with guidelines laid down under the EU Directive 94/62/EC of 20 December 1994 on packaging and packaging waste and any subsequent amendments.

Labelling

The Contractor shall meet the following minimum requirements for packing and labelling:

- **Outer box** - These must be clearly marked with the following information:
 - Contractor's name
 - Weight of package KG
 - Prominent and adequate warnings for any hazardous goods in line with legislation
- **Individual Packs** – These must be labelled as per current EU Legislation. The provisions cover those noted below and further information is contained in a number of EU measures as noted in section 2.4

- the information to be provided to purchasers on feed labels
- the nutritional claims that can be made for certain feed products
- the names and descriptions to be applied to various feed materials (that is, ingredients either fed singly or included in compound (manufactured) feeds)
- the additives (including vitamins, colourants, flavourings, binders) authorised for use in animal feed
- the maximum levels of various contaminants (e.g. arsenic, lead, dioxins and certain pesticides)
- certain substances that must not be used in feed

4.13 Delivery Advice Notes

Each delivery consignment shall be accompanied by a delivery note with the relevant information to identify and audit the relevant delivery plus any communications required in writing as a part of the delivery. These will be inside the package or attached to an outer pallet or carton as appropriate.

Information should include:

- The purchasing organisations official purchase order number.
- Delivery address
- Account number
- Line product detail including pack size and quantity
- Unit price, line total and total price.
- Number of cartons in consignment
- Identification of any outstanding products not delivered on order.

4.14 Delivery, Back Order and Substitute Items

The Authority shall be able to confirm the outer box quantities at the point of delivery. Individual items shall be checked against packing lists or delivery notes with 5 working days.

The Authority will notify the Contractor within 5 working days of any delivery discrepancies by email. The Contractor shall either ship or credit such shortages dependant on the urgent nature of the those items missing or collect miss-picks or additional items shipped on the next delivery or arrange separate collection if required, Free of Charge.

If courier service or own drivers are used then proof of delivery will need to be attained at time of delivery as this will need to be supplied upon request should any discrepancies found when the order has been fully checked.

Any product placed on back order will be required to be recorded on the delivery note when the other items are delivered. If the backorder item is then delivered under a new delivery note or new invoice this order must still refer to the original official purchase order number to avoid delays in payment.

The Authority will not accept substitute items, unless pre-agreed by the Contract Manager and a free of charge sample has been provided if requested, (refer also to section 1.4 Product Variation). No agreements should be made locally to accept substitute items and the Authority must be notified of any stock issues to avoid this situation.

In the event of a substitute being dispatched and the product code, line description or price being different, then the Contractor shall advise the local business unit to cancel the order and re-submit the purchase order under the correct description, code and price to facilitate electronic invoice matching.

Substitute items for core contract product shall be supplied at the same specification and contract price.

4.15 Delivery Discrepancies

Items which are delivered in error or are found to be unsuitable or damaged will be returned to the Contractor as agreed between the delivery location and Contractor by arranging a separate collection at the contractors' expense, unless advised by the Contractor that the delivery location can dispose of the said items.

All deliveries will be subject to inspection by the MoJ personnel and may be rejected if they are in an unsuitable state, or if they have not been ordered.

The Contractor shall either replace or credit the said goods as agreed with the requestor dependant on the urgent nature.

The Authority will require a legible proof of delivery, if courier service or own drivers are used, to ascertain a delivery has been made in the event of a dispute.

The contractor shall be liable for the cost of collection and re-delivery for discrepancies.

4.16 Returns Liability

In the event that goods are to be returned to the contractor, then the following applies;

If any foodstuff is found to be damaged or unsuitable for animal consumption the contractor will be notified immediately who will then advise site as to how best this will be dealt with – either disposal or collection. Replacement foodstuff shall be sent out immediately, at no extra cost to the Authority, so as not to disrupt the feeding of livestock.

4.17 Compliant Invoice Submission

The Ministry Of Justice has a system for invoices called Basware, once an invoice is received it has to go through a three way match process which matches the following:

- Invoice Amount
- Goods Received against Goods Ordered
- PO Number

If the entire criteria above match between the PO and Invoice submitted it will be released for payment. The submission of non-compliant invoices will cause delay in payment.

A compliant invoice must comply with the following requirements:

- Must be received at the correct billing address
- Should **not** be sent to delivery address or with delivery note
- Must all be in a standard format
- Must quote a valid Purchase Order Number (clearly printed on the PO)
- Must be to a total agreed sum
- Must list product lines broken down by product code
- Must give quantity purchased, and individual prices in addition to a line total
- Back Order Notification

When payments are made, all HMPPS accounts are treated as one i.e. all payments and credit notes to the Contractor will be remitted together, therefore if there is a credit sitting on the account no payments will be made against the whole account until invoices are accrued to the value of the credit.

4.18 Invoicing Address

Invoices are subject to the MoJ Standard Terms and Conditions of Contract 11. Invoices payable under the Contract shall be sent to the address stated on the Purchase Order and **not** to the delivery address.

4.19 Invoice Holds and Credit Notes

If the Authority has been over invoiced a credit note will be requested via the system. This will then automatically notify the company as to why this has been requested and the amount.

Credit notes should be submitted in the same compliant format as per the requirement for invoices in 4.17 with the addition of referencing the invoice number to which it refers.

4.20 Customer Contact Points

The contractor shall provide a telephone and e-mail customer contact point during office hours to allow sites to have access to general enquiries, product information, expediting orders, report discrepancies, arrange collections and complaints. This contact service is to be provided free of charge.

(Contractors Helpdesk details and contact points will be inserted into the final contract).

4.21 Environmental Sustainability Requirements

This section draws on the requirements detailed in the above section 3.1 but specifically highlights the sustainability requirements that the Prison Service seeks to promote with specific regard to this contract, in addition to the standard Sustainability Policy.

The Food and Agriculture Organisation (FAO) along with governmental, private-sector, and nongovernmental partners are working together on a number of fronts to strengthen the science of environmental benchmarking of livestock supply chains, this includes –

- Establishing science-based methods and guidelines on how to quantify livestock's carbon footprint, covering various types of livestock operations and rearing systems;
- Creating a database of greenhouse gas emission factors generated for the production of different kinds of animal feed - feed production and use offer significant opportunities for reducing livestock emissions.
- Developing a methodology for measuring other important environmental pressures, such as water consumption and nutrient losses.

Therefore all goods supplied under the contract will be required to [and be manufactured in such a way as to] minimise the negative environmental impact of their use, within reason and without detrimental effect to their fitness for purpose.

The Contractor will be required to assist the MoJ in providing information relating to sustainability with regards to its products and distribution methods as and when required.

The use of polystyrene is not permitted in any packaging unless unavoidable and approved by the authority representative.

G 5 CONTRACT MANAGEMENT REQUIREMENTS.

5.1 Contract Manager Requirements

The Ministry of Justice places a high value on Contract Management and will therefore nominate an Executive Contract Manager (ECM) who will manage the overall contract and also a Contract Manager (CM) who will be the main point of contact and responsible for day to day contact with the Contractor, with regards using the contract and dealing with local operational issues.

The Contractor shall likewise nominate a Contract Manager (CM) who will be the single point of contact act on behalf of the Contractor with regards to this agreement. The Contract Manager shall take overall responsibility for the Contract and shall not change without notification in advance to the Executive Contract Manager.

The Contractor shall be responsible for ensuring that the provision of supplies/services are carried out with reasonable skill, care and diligence in accordance with the Contract and to the satisfaction of the Authorities CM and ultimately the ECM.

The Contractor shall provide the CM and ECM with Management Information on the provision of Supplies/Services at specified intervals and in accordance with the Reporting Requirements in the Terms and Conditions Schedule J Monitoring.

The ECM and or CM will meet with the Contractors CM upon request as part of an ongoing contract management process.

(Contract Manager Details for both parties to be included within the final contract for both parties)

5.2 Savings Initiatives

The Contractor must work with the Authority and utilise their specialist knowledge to help identify areas for cashable cost savings where possible through the standardisation of products and the reduction of product lines.

The number of proposed initiatives in each year of the contract and savings achieved as a result will be included in Key Performance Measurement (KPI's).

Proposed Initiatives which are not adopted at the discretion of the Authority or in order to comply with policies specific to the Authority will not be recorded in a manner detrimental to the Contractors' performance measurement.

The Authority will work with the Contractor to run operational trials where necessary to prove the viability of savings initiatives before widespread adoption.

5.3 Contract Mobilisation and Implementation Requirements

A final detailed implementation and mobilisation plan will be agreed between the parties within two weeks of contract award.

The Contractor will submit within the tender questions a contract implementation and mobilisation plan, which will form part of the final contract documents including specific timescales for mobilisation.

The Contractor will adhere to the agreed implementation plan, including the agreed reporting requirements contained within. [*Based on Tenderer submission*]

The implementation plan will be required to include (as a minimum):

1. Identify and agree key actions and time lines for mobilisation
2. Communicating the change to MoJ End users
3. Liaising with individual locations to organise account set ups or similar provision for the basis of location specific MI.
4. Purchase of initial stock and Inventory management of forecasted stock levels
5. Adequate named contact points, project teams contact points etc
6. Mobilisation review dates

5.4 Contract Exit and Demobilisation Requirements

Upon request by the Authority the Contractor will be required to produce an exit plan relating to withdrawal from the contract. This will be requested either before termination, or a minimum of three months prior to expiry of the contract.

As a minimum the exit plan is required to include:

- Management of Stock levels, emphasis on those purchased specifically for the contract
- Lead times for phased handovers
- Timescales and indicative timeline
- Offer for clearance stock

These are to be considered with regards to:

Activity Objective - The overarching objective regarding the potential exit e.g. management of stock.

Key Action Points - Measurable tasks which are required as a part of the strategy e.g. data collection regarding existing stock, consideration of usage rates, communications with branches or depots, plan to ensure continued service levels towards the end of the contract etc

Lead Responsibility - e.g. MoJ Procurement, Contractors Account Manager, individual branches etc.

Planned Start / End Dates

Risk Description - Identified areas of risk and their source e.g. excess stock, staffing/employment concerns.

Overall Impact - The severity of identified risks and any knock on impact.

Contingency/Countermeasures - Any proposed mitigation to reduce or counter the risks.

The exit strategy will be treated as commercial in confidence, and is requested with the aim of helping both the Contractor and the MoJ deal with the risks and issues related to the ending of the arrangement. Should the contractor not co-operate with the request no consideration will be given to the contractor for stock liability.



Appendix A (2) – Midlands Region

Ministry of Justice

The Midlands area of the MOJ Prisons service covers both the East and West Midlands with a small proportion retaining farms



West Midlands



East Midlands

Appendix B – Locations / Opening Times

Establishment Name	Address	Contact Name	Contact Number	Accept Pallets Y/N	Manual Handling Equipment	External Store Y/N	Core Opening Times	Comments
HMP East Sutton Park	Sutton Valence, Maidstone, Kent, ME17 3df	Chris Coveney	01622 845017		Yes	Yes	Mon-Thurs 09:00 11:30 - 13:00-15:30 Fri 09:00-11:30	On-Farm storage available
HMP Hewell - Brockhill Blakenhurst Hewell Grange	Hewell Lane, Redditch, B97 6QS	Paul Halfpenny Mike Bant Jane Cale Tina Smart (Farm Clerk)	01527 783 191 01527 552 245	Yes	Forklift available	Yes	Mon-Thurs 08:00-12:00 - 13:00-16:30 Fri 08:00-12:00	On-Farm storage available
HMP Kirkham	Freckleton Road, Kirkham, Preston, Lancashire, PR4 2RN	Laurie Gornall	01772 675620 01772 675514	Yes	Yes	Yes	Mon-Thurs 08:00 11:30 - 13:00-15:30 Fri 08:00-11:30	On-Farm storage available
HMP North Sea Camp	Freiston, Boston, Lincolnshire ,PE22 0QX	Rob Webb Evelyn Pearson (Farm Clerk)	01205 769 379 01205 769 344	Yes. But very limited use of a forklift.	No	Yes	Mon-Thurs 08:00-12:00 - 13:00-16:30 Fri 08:00-12:00	On-Farm storage available
HMP Usk/Prescoed	47 Maryport Street, Usk, Monmouthshire, NP15 1XP	Matthew Lawrence Maria Davies (Farm Clerk)	01291 671660 01291 675102	Yes	Yes	Yes	Mon-Thurs 08:00-12:00 - 13:00-16:30 Fri 08:00-12:00	On-Farm storage available
HMP Wymott	"Ulmes Walton Lane, Leyland, Preston, PR26 8LW"	Graham Taylor	01772 442 034	Y	Y	Y	Mon - Fri 9:15-11:30 Mon – Thu 14:00 – 16:15 Closed Friday Afternoon	FLT available. Gate restrictions on wagon size. No artics. Preferred delivery date is Monday



Appendix C – Gate Restrictions

Establishment	County / Town	Post code	Height	Width	Distance between inner & outer gate	Lock gates?
East Sutton Park	Kent	ME17 3DF		n/a - barrier only		N/A
Hewell Grange (includes Brockhill as one order)	Worcestershire	B97 6QQ		n/a - barrier only		N
Kirkam	Lancs	PR4 2RN		n/a - barrier only		N
North Sea Camp	Lincolnshire	PE22 0QX	n/a - barrier only	5	n	N/A
Usk/Prescoed	Monmouthshire	NP15 1XP	4.25	3.2	10	Y
Wymott	Preston	PR26 8LW	3.81	3.78	12.19	Y

