



SCHEDULE 3:

AUTHORITY THIRD PARTY CONTRACTS

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1. **Introduction**

1.1 In order for the Services to be delivered the Authority recognises that contracts with Third Parties for goods and services are necessary and that for some of these goods and services it is necessary and/or desirable for the Authority to ensure that:

1.1.1 continuity of service to a Prisoner is maintained throughout their journey through the prison estate;

1.1.2 goods and services received by Prisoners is comparable in cost, quality and availability across the estate wherever the Authority deems this necessary;

1.1.3 minimum standards or requirements for goods and services are achieved and maintained wherever the Authority deems this necessary including but not limited to those set out in Authority Policies as amended from time to time; and

1.1.4 value for money is achieved.

1.2 This Schedule identifies the Authority Third Party Contracts that the Authority deems to meet the criteria set out in **paragraph 1.1 (Introduction)** above and establishes the treatment for each of these contracts which are:

1.2.1 those Mandatory Third Party Contracts the Contractor must use and where the Contractor is responsible for meeting the costs of those contracts (save as expressly stated otherwise);

1.2.2 those Optional Authority Third Party Contracts where the Contractor can choose to 'opt in' to make use of such Contracts or choose to make their own contractual arrangements through Alternative Third Party Contracts and where the Contractor is responsible for meeting the cost of those contracts; and

1.2.3 those where the Contractor cannot make use of the Authority Third Party Contracts or Optional Authority Third Party Contracts and the Contractor must source the delivery of the relevant goods or services and be responsible for meeting the cost of those contracts.

1.3 The Contractor is not responsible for meeting the cost of any Authority Third Party Contracts that are not included within scope of this Schedule. For the avoidance of doubt, this includes

(but is not limited to) Healthcare Services, Social Care Services and Probation Services (including any 'through the gate' provision).

2. Supply under Authority Third Party Contracts

2.1 Mandatory Third Party Contracts

2.1.1 The following Mandatory Third Party Contracts shall be delivered by Authority Suppliers and must be used by the Contractor to deliver the relevant Services as described in **paragraph 1.2.1 (Introduction)**:

2.1.1.1 Authority Utilities Contract; and

2.1.1.2 Authority Mandatory Drug Testing Contract.

2.1.2 The Contractor shall use the Authority Mandatory Drug Testing Contract to deliver mandatory drug testing at the Prison, which shall be performed in accordance with PSO 3601.

2.2 Optional Authority Third Party Contracts

2.2.1 The following Optional Authority Third Party Contracts are available to the Contractor to use in accordance with the provisions of this Schedule to deliver the relevant Services under this Contract:

2.2.1.1 Authority Prisoner Retail Contract (which can be used by the Contractor in accordance with **paragraph 4.2 (Obligations on the Contractor if using the Authority Prisoner Retail Contract)**) for a Bulk Goods Delivery only;

2.2.1.2 Authority Prison Food Contract (which can be used by the Contractor in accordance with **paragraph 6.2 (Obligations on the Contractor if using the Authority Prison Food Contract)** of this Schedule); and

2.2.1.3 Authority Uniform Contract (including non-slip footwear) (which can be used by the Contractor in accordance with **paragraph 7.2 (Obligations on the Contractor if using the Authority Uniform Contract)** of this Schedule).



- 2.2.2 The Contractor can utilise an Alternative Third Party Contract but only where it has obtained the prior written consent of the Authority. Consent by the Authority shall only be granted where the following conditions are met (and continue to be met in accordance with **paragraph 2.2.3 (Optional Authority Third Party Contracts)**):
- 2.2.2.1 minimum requirements and standards required by the Authority are comparable or better in the Alternative Third Party Contract than those contained in the relevant Authority Third Party Contracts; and
 - 2.2.2.2 in the reasonable opinion of the Authority, the Contractor's proposed Alternative Third Party Contract provides equal to or better value for money from that gained through the relevant Authority Third Party Contract; and
 - 2.2.2.3 any provisions that the Authority reasonably requires are included in the proposed Alternative Third Party Contract.
- 2.2.3 Pursuant to **paragraph 2.2.2 (Optional Authority Third Party Contracts)** above the Contractor shall, prior to entering into any Alternative Third Party Contract (including any replacement, renewed or amended Alternative Third Party Contract approved by the Authority in accordance with **paragraph 2.2.9 (Optional Authority Third Party Contracts)**) and on each anniversary of the commencement date of such Alternative Third Party Contract, provide evidence to the Authority sufficient to enable the Authority to form a reasonable opinion as to the compliance with **paragraph 2.2.2 (Optional Authority Third Party Contracts)** above and the value for money assessment of the Contractor's proposed Alternative Third Party Contract in comparison to the Authority Third Party Contract. On request from the Authority the Contractor shall (at the cost of the Contractor) provide any additional information deemed necessary by the Authority in order to form such an opinion.
- 2.2.4 Where the Contractor cannot evidence that the provisions of **paragraph 2.2.3 (Optional Authority Third Party Contracts)** apply on each anniversary of the commencement date of an Alternative Third Party Contract, the Authority may, at its sole discretion:
- 2.2.4.1 provide the Contractor with a reasonable period to improve the Alternative Third Party Contract to meet the requirements of **paragraph 2.2.3 (Optional Authority Third Party Contracts)**; or

- 2.2.4.2 provide the Contractor with a reasonable period to terminate or otherwise dispose of the Alternative Third Party Contract and use the relevant Optional Authority Third Party Contract in its place. Pursuant to **paragraph 1.2.2 (Introduction)**, the Contractor is responsible for meeting the cost of those contracts, including any termination or exit fees or charges.
- 2.2.5 The Authority reserves the right, on reasonable notice, to require the Contractor:
- 2.2.5.1 to terminate or otherwise dispose of an Alternative Third Party Contract (and replace it with either the relevant Optional Authority Third Party Contract or a replacement Alternative Third Party Contract); and/or
- 2.2.5.2 to cease using an Optional Authority Third Party Contract (and replace it with a suitable Alternative Third Party Contract),
- for any reason (including reasons other than as described within **paragraph 2.2.4 (Optional Third Party Contracts)** above). Following any such notice the Parties shall agree the appropriate arrangements in accordance with **Schedule 16 (Change Protocol)**.
- 2.2.6 The Contractor shall ensure that any approved Alternative Third Party Contract includes provisions in respect of continuity of provision of the relevant part of the Services, as part of its Business Continuity Plan and that evidence of this is provided to the Authority on request.
- 2.2.7 The Contractor shall ensure that all Alternative Third Party Contracts are capable of transfer upon termination or exit from the contract to the Authority and any New Contractor in order to maintain delivery of the Services in accordance with **Schedule 24 (Handover and Exit Management)**.
- 2.2.8 Following the Services Commencement Date, the Contractor shall use **Schedule 16 (Change Protocol)** to request any use of an Alternative Third Party Contract.
- 2.2.9 Where the Contractor has received approval for, and has entered into an Alternative Third Party Contract, the Contractor shall not amend, re-procure or replace the Alternative Third Party Contract or Sub-Contractor without the Authority's prior written consent. The Authority's consent shall only be granted where the conditions in

paragraph 2.2.2 and 2.2.3 (Optional Authority Third Party Contracts) above are met to the satisfaction of the Authority.

2.2.10 For the avoidance of doubt, the Contractor may utilise supply arrangements other than the Authority Prison Food Contract to procure food for its staff without the approval of the Authority.

2.3 **Contracts to be sourced by the Contractor**

2.3.1 The following Authority Third Party Contracts are not available to the Contractor who shall source the provision of the Services itself, in line with the requirements set out below:

2.3.2 **Control and Restraint (C&R) Equipment:** The Contractor shall when procuring this equipment ensure it complies with the specification contained in the data room and as otherwise available on request by the Contractor from the Authority (as amended from time to time).

2.3.3 **Mattresses and Pillows:** The Contractor shall when procuring this equipment ensure that:

2.3.3.1 it complies with the specification contained in the data room and as otherwise available on request by the Contractor from the Authority (as amended from time to time); and

2.3.3.2 unless otherwise agreed by the Authority, the equipment is independently assessed by an assessor of the Authority's choice to ensure compliance with the specification referred to in **paragraph 2.3.3.1**.

2.3.4 **Prison Tetra Radio:** The Contractor shall when procuring this equipment provide a national frequency plan covering all state-managed prisons in England and Wales in consultation with Ofcom and the Authority.

3. **General obligations when using Authority Third Party Contracts**

3.1 The Contractor shall support the overall goals of each individual Authority Third Party Contract in order to support the safe, secure, decent and rehabilitative function of Prisons. Where

identified the Contractor shall assist the Authority in working with the Authority Suppliers to unlock added value through the Authority Third Party Contracts.

- 3.2 The Contractor shall ensure that Services (whether delivered using an Authority Third Party Contract, or through Alternative Third Party Contracts) are delivered to the minimum requirements defined in the Competition Operator Requirements and the Authority's Requirements and the Authority Policies as appropriate.
- 3.3 Where the Contractor uses an Authority Third Party Contract, the Authority shall use reasonable endeavours to facilitate such use by the Contractor. Any such use by the Contractor shall be as agent on behalf of the Authority unless the Parties agree otherwise.
- 3.4 The Contractor shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of an Authority Third Party Contract shall be passed on for the benefit of the Authority.
- 3.5 Where the Contractor uses any Authority Third Party Contract in accordance with the provisions of this Schedule, the Contractor shall:
- 3.5.1 act in accordance with such procedures, rules and guidance as the Authority may from time to time notify the Contractor; and
 - 3.5.2 manage the use of all Authority Third Party Contracts pursuant to this Schedule as agent on behalf of the Authority, and the Contractor's obligations and responsibilities in this regard shall be to:
 - 3.5.2.1 not terminate or otherwise amend the terms of the Authority Third Party Contract or enter into any new or replacement agreements in addition to or in substitution for the Authority Third Party Contract without obtaining the prior written consent of the Authority;
 - 3.5.2.2 advise the Authority of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Authority Third Party Contracts and where required by the Authority the Contractor shall take such steps;

- 3.5.2.3 provide to the Authority such other information as the Authority may from time to time reasonably require in relation to the performance by the parties pursuant to an Authority Third Party Contract; and
- 3.5.2.4 notify the Authority of any changes to the prices charged under the Authority Third Party Contract. For the avoidance of doubt, the Contractor shall not be entitled to negotiate or accept any changes to the price without obtaining the Authority's prior written consent.
- 3.6 In addition, at all times in carrying out its obligations and responsibilities under this **paragraph 3 (General obligations when using Authority Third Party Contracts)** the Contractor shall:
- 3.6.1 comply with all Legislation, Authority's Policies, rules and Guidance that apply to the Authority including, without limitation, in respect of public procurement;
- 3.6.2 act towards the Authority dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Authority under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Authority;
- 3.6.3 except as authorised by the Authority, not act in a way which shall incur any liabilities on behalf of the Authority, nor pledge the credit of the Authority;
- 3.6.4 comply with all reasonable and lawful instructions from the Authority from time to time concerning its duties under the Authority Third Party Contracts;
- 3.6.5 describe itself in all dealings with Authority Suppliers under the Authority Third Party Contract and on all correspondence, marketing and advertising material as the agent of the Authority;
- 3.6.6 use all reasonable endeavours to ensure that each Authority Supplier under an Authority Third Party Contract performs its relevant obligations in accordance with each Authority Third Party Contract; and
- 3.6.7 discharge the obligations of the Authority under each Authority Third Party Contract (including, where required by the Authority, making payments thereunder) as though it were the Authority and in accordance with the terms of each such Authority Third Party Contract.

- 3.7 The Parties acknowledge that the Authority Third Party Contracts may through the effluxion of time expire or may terminate during the Contract Period. Prior to any Authority Third Party Contract expiring or otherwise terminating where the Contractor receives notice of such termination it shall immediately notify the Authority of the same.
- 3.8 Throughout and thereafter the Contract Period the Contractor shall indemnify the Authority and keep the Authority indemnified against all Direct Losses (including any re-procurement costs and any costs arising from the Contractors failing to pay Authority Suppliers in accordance with this Schedule) incurred by the Authority arising from the Contractor's breach of any Authority Third Party Contract and from the acts or omissions of the Contractor which may put the Authority or another person (including the Authority Supplier) in breach of the Authority Third Party Contract.
- 3.9 For the avoidance of doubt, the Contractor shall not be entitled to use any Authority Third Party Contract for its own benefit or for any purpose other than as set out in this Schedule and in provision of the Services.
- 3.10 The Authority shall be entitled to terminate this Contract for material default in accordance with **clause 44 (Termination on Contractor Default)**, if the Contractor breaches any of the provisions of this Schedule.

4. **Prisoner Retail**

4.1 **Background**

4.1.1 The Prisoner Retail Service is a crucial aspect of the operation of a Prison and integral to the Authority's decency agenda and forms part of the Services in accordance with the Prisoner Retail requirements contained in the Competition Operator Requirements. The Prisoner Retail Service assists with maintaining control and order within a Prison and may assist the Contractor to manage Prisoners that may be at risk of self-harm or suicide. The opportunity to purchase extra products to supplement daily provisions enables Prisoners to exercise individual preference using their standard weekly allowance or earned income, as well as to maintain important contact with family and friends.

4.1.2 The Authority Prisoner Retail Contract is an Optional Authority Third Party Contract and is available to the Contractor for Bulk Goods Delivery only in accordance with

the requirements as set out in **paragraph 2.2 (Optional Authority Third Party Contracts)** of this Schedule.

4.1.3 If the Contractor makes alternative arrangements for the supply of retail, it shall do so in accordance with the requirements as set out in:

4.1.3.1 **paragraph 2 (Supply under Authority Third Party Contracts)** and **paragraph 3 (General obligations when using Authority Third Party Contracts)** of this Schedule; and

4.1.3.2 Authority retail requirements and specifications (as amended from time to time) contained in the Competition Operator Requirements and data room and as otherwise made available to the Contractor on request for the purposes of procuring retail following the Services Commencement Date.

4.2 **Obligations on the Contractor if using the Authority Prisoner Retail Contract**

4.2.1 The Contractor may provide the Prisoner Retail Service using the Authority Prisoner Retail Contract, delivered by the Authority Prisoner Retail Supplier, for Bulk Goods Delivery only. In this case the Contractor shall enter into a completed Memorandum of Understanding for the Prisoner Retail Service at the Prison no later than sixty (60) Days prior to the Services Commencement Date, and following the Contractor entering into the Memorandum of Understanding, shall comply with it.

4.2.2 The Contractor may use the Authority Prisoner Retail Contract as its sole route to supply the Prisoner Retail Service to Prisoners. In doing so the Contractor shall work collaboratively with the Authority Prisoner Retail Supplier to facilitate the efficient and effective delivery of Bulk Goods Delivery under the Authority Prisoner Retail Contract and enable the Authority Prisoner Retail Supplier to deliver its obligations to the Authority under the Authority Prisoner Retail Contract. Information relating to these obligations is available in the data room or as otherwise made available to the Contractor from time to time.

4.2.3 The Contractor shall comply with the requirements in contained in the Competition Operator Requirements and PSI 23/2013 (or subsequent Authority Policies) regarding Prisoner retail.

- 4.2.4 The Contractor shall notify the Authority in writing of any contractual issues arising in relation to the Authority Prisoner Retail Contract and Bulk Goods Delivery.
- 4.2.5 The following provisions of **paragraph 4.3 (Provision of Retail Services to Prisoners)** to **paragraph 4.9 (Payment)** shall apply only where the Contractor has elected to use the Authority Prisoner Retail Contract.

4.3 Provision of Retail Services to Prisoners

- 4.3.1 The Contractor shall appoint a representative who shall be authorised to act as the Contractor's main point of contact for the Authority Prisoner Retail Supplier and the Authority to facilitate the day to day operation of Bulk Goods Delivery under the Authority Prisoner Retail Contract and the Contractor shall notify the Authority in writing of their name and contact details.
- 4.3.2 The Authority shall ensure that the Contractor is provided with an electronic version of the current National Product List as amended from time to time.
- 4.3.3 The Contractor shall ensure the Local Product List meets the diverse needs of the Prisoners.
- 4.3.4 The Contractor shall consider the needs and security restrictions of the Prison and not select items that compromise security. The Contractor should consider whether the items pose a threat to order and control, could aid escape or could hamper the detection of or control of illicit drugs when selecting items to be included on their Local Product List.
- 4.3.5 The Contractor shall ensure that all Approved Prisoner Retail Goods are kept in storage appropriate to their category as per the National Product List and in line with Legislation for product storage relevant to the product.
- 4.3.6 Any product not included on the National Product List may be sourced by the Contractor from an alternative supplier to the Authority Prisoner Retail Supplier with the prior written consent of the Authority provided that the Contractor shall only be able to source Approved Prisoner Retail Goods.

4.4 Cyclical Review

4.4.1 The Cyclical Review of the National Product List shall only be undertaken by the Authority Prisoner Retail Category Manager in accordance with the following Cyclical Review Process. The Contractor shall ensure that it acts in accordance with the Cyclical Review Process including:

4.4.1.1 the Contractor shall complete an 'opt out' document showing which Approved Prisoner Retail Goods it proposes to choose for the Local Product List on a quarterly basis;

4.4.1.2 the Contractor may also submit any requests for changes to the National Product List for consideration as part of a Cyclical Review; and

4.4.1.3 any statutory changes to tax such as VAT or excise duty shall be implemented at the same time as they become effective for the general public. Any such changes shall be communicated by the Contractor to Prisoners as quickly as practicable using local means of communication and point of sale material.

4.5 Ordering

4.5.1 The Contractor shall, at its own cost, provide all necessary resources to undertake the administration of orders and receipt of Bulk Goods Delivery and in respect of requests by Prisoners for Approved Prisoner Retail Goods.

4.5.2 All Approved Prisoner Retail Goods that are sold to Prisoners shall be packed ready for sale by the Authority Prisoner Retail Supplier and will be delivered in accordance with **paragraph 4.6 (Deliveries)**.

4.5.3 The Contractor shall provide a system (at its own cost) for transferring the data identified in **paragraphs 4.5.3.1 to 4.5.3.4 (Ordering)** below to the Authority Prisoner Retail Supplier using a CSV format (EDI File), in accordance with timescales agreed between the Authority, the Contractor and the Authority Prisoner Retail Supplier (in the absence of such agreement the Authority may stipulate the applicable timescales). The Contractor shall submit an EDI file to the Authority Prisoner Retail Supplier using fields containing the following information:

- 4.5.3.1 Prisoner name;
- 4.5.3.2 Prisoner number;
- 4.5.3.3 Prisoner address (including cell reference); and
- 4.5.3.4 Prisoner allowable/available spends.

4.6 Deliveries

- 4.6.1 The Contractor shall make access available for delivery vehicles for all deliveries of Approved Prisoner Retail Goods on the days and time periods as agreed between the Contractor and Authority Prisoner Retail Supplier or notified by the Authority or the Authority Prisoner Retail Supplier from time to time.
- 4.6.2 The Contractor shall refuse entry to the Prison to any delivery driver who cannot provide a company photo identification badge or other form of photo identification (such as driving licence or passport).
- 4.6.3 The Authority Prisoner Retail Supplier shall be required to make Bulk Goods Deliveries only in accordance with any delivery instructions and at the delivery times agreed by the Authority in accordance with the process set out in the Memorandum of Understanding.
- 4.6.4 The Authority Prisoner Retail Supplier is responsible for the loading and unloading of goods off the delivery vehicle to floor level at which point the goods become the Contractor's responsibility. The Contractor shall ensure that on delivery the loading / despatch manifest is signed and comments added where relevant.
- 4.6.5 In accordance with the Authority Prisoner Retail Contract the Contractor shall acknowledge the number of media received by signing a copy of the delivery note and the Contractor will have one (1) Business Day to inform the relevant person at the Authority Prisoner Retail Supplier of any discrepancy.
- 4.6.6 All of the Authority Prisoner Retail Supplier's vehicles have a telemetric sensor fitted. The Contractor can request a report showing when the vehicle door was opened/closed. This shall show when the goods are loaded/unloaded onto the vehicle.



- 4.6.7 Once the Authority Prisoner Retail Supplier has securely transported the goods to the Prison, the Contractor shall distribute the goods to the respective Prisoners using the Contractor's own process.

4.7 Returns

- 4.7.1 The Contractor is not entitled to make returns of items of goods that have been ordered incorrectly by the Contractor.
- 4.7.2 Any incorrectly supplied or faulty items shall be investigated by the Authority Prisoner Retail Supplier in accordance with the terms of the Authority Prisoner Retail Contract. If an item has been supplied incorrectly by the Authority Prisoner Retail Supplier or is found to be faulty the Authority Prisoner Retail Supplier shall issue a replacement item, or a credit note as appropriate.

4.8 Dispute

- 4.8.1 In the event of a dispute between the Contractor and the Authority Prisoner Retail Supplier, the Contractor shall work with the Authority to resolve the dispute acting in accordance with the dispute resolution procedure within the Authority Prisoner Retail Contract.

4.9 Payment

- 4.9.1 The Contractor shall charge the Prisoners the National Product List price for all Approved Prisoner Retail Goods. If the Contractor makes alternative arrangements for the supply of retail, the Contractor must not sell any Approved Prisoner Retail Goods above the manufacturer's recommended retail price (MRRP). The Contractor shall be responsible for administering and recovering all monies for Approved Prisoner Retail Goods from Prisoners' accounts.
- 4.9.2 The Contractor shall pay the Authority the price charged to the Contractor in accordance with the terms of the relevant Authority Prisoner Retail Contract.
- 4.9.3 The Authority Prisoner Retail Supplier shall invoice the Authority directly in accordance with the invoicing procedures set out in the Authority Prisoner Retail Contract. The Contractor shall be invoiced by the Authority accordingly and shall pay

the relevant amounts in accordance with the process and timescales notified by the Authority to the Contractor in writing from time to time.

5. Authority Utilities Contract

5.1 Background

5.1.1 The Contractor shall use the Authority Utilities Contract to deliver the following utilities services under this Contract:

5.1.1.1 Electricity (Profile Classes 01-00);

5.1.1.2 Generator fuel (fuel used by the on-site backup electricity generators). The Authority will only pay for the usage of generator diesel for the purpose of generator testing (i.e. no more than an 8-hour period once per Month) and the onsite generation of electricity when the National Grid is not available to supply; this will be red diesel. The Authority will not pay the fuel costs for running the generators in any other circumstances;

5.1.1.3 Natural gas; and

5.1.1.4 Water and sewerage.

5.1.2 The Contractor is mandated to use the Authority Utilities Contract at its sole route to deliver the utilities services listed in **paragraph 5.1.1 (Background)**.

5.1.3 The Authority may (in its discretion) give the Contractor notice that it has re-categorised the Authority Utilities Contract as an Optional Authority Third Party Contract (and in such circumstances the provisions in this Schedule that are stated to apply to Optional Authority Third Party Contracts shall apply to the Authority Utilities Contract accordingly).

5.1.4 If and to the extent that the Authority Utilities Contract is re-categorised as an Optional Authority Third Party Contract in accordance with **paragraph 5.1.3 (Background)** and the Contractor seeks to make alternative arrangements for the supply of Utilities, it shall do so in accordance with the requirements as set out in:



5.1.4.1 **paragraph 2 (Supply under Authority Third Party Contracts) and paragraph 3 (General obligations when using Authority Third Party Contracts)** of this Schedule; and

5.1.4.2 the Authority utility requirements and specifications as made available by the Authority to the Contractor on request for the purposes of procuring utilities from the Services Commencement Date.

5.1.5 The Contractor acknowledges that if the Authority establishes arrangements with a solar farm (which may be located near or adjacent to the Prison) or other alternative utility source (each a "**Alternative Utility Source**"), the Authority may change the supplier appointed to deliver the utility services set out in **paragraphs 5.1.1.1 and 5.1.1.2 (Background)** including in respect of such Alternative Utility Source. Where such change is made the Authority may (in its discretion) give the Contractor notice at any time that it is changing its electricity supply to the Alternative Utility Source and accordingly the Authority may make such changes as are reasonably necessary to terms of this Contract relating to the relevant utilities services including changing the relevant:

5.1.5.1 Authority Utilities Contracts; and

5.1.5.2 Consumption Targets (as defined in **Schedule 14 (Payment Mechanism)**), and such change shall be an Authority Change implemented in accordance with the provisions of **Schedule 16 (Change Protocol)**.

5.2 **Obligations on the Contractor under Authority Utilities Contract**

5.2.1 **General Obligations**

5.2.1.1 Utilities are supplied under the Authority Utilities Contract(s) and delivered by the Authority Utilities Supplier.

5.2.1.2 In utilising the Authority Utilities Contract the Contractor shall facilitate the efficient and effective delivery of the Authority Utilities Contract and enable the Authority Utilities Contract Provider to deliver its obligations to the Authority under the Authority Utilities Contract.

- 5.2.1.3 The Contractor shall work towards achieving fully automated reading of all fiscal meters.
- 5.2.1.4 The Contractor shall notify the Authority of any contractual issues arising in relation to the Authority Utilities Contract.
- 5.2.1.5 To aid the Authority in changing the Authority Utilities Contract or utility supplier and on request by the Authority the Contractor shall provide the Authority with the technical details of the utility supply on the Site Additions Template (as amended from time to time).
- 5.2.1.6 Where a mandated Half Hourly (HH) electricity supply (profile class 00) is being transferred from another supplier, the Contractor shall provide to the Authority a full twelve (12) Months of information on the actual Half Hourly meter readings and a completed Site Additions Template. Where there has been no previous supply to the prison, the Contractor shall provide the estimated annual consumption for the first Contract Year.
- 5.2.1.7 The Contractor shall be responsible for the planning, organisation and documentation for any maintenance, calibration and testing in relation to the Authority Utilities Contract.

5.3 Provision of Utilities Technical Information

- 5.3.1 The Contractor shall provide relevant technical information as directed by the Authority for the supply of utilities including all such information as required to assist with any change of supplier instigated by the Authority in accordance with **paragraph 5.2.1.5 (Obligations on the Contractor under the Authority Utilities Contract)** above.
- 5.3.2 Such information shall be provided using the format and templates as provided by the Authority as directed.

5.4 Gas Emergency Contact Details

- 5.4.1 Where the amount of gas to be supplied in a twelve (12) Month period is expected to exceed 732,678 kWh, the Contractor shall provide three (3) different emergency contact details to the Authority for the Prison in addition to the details required in the

Site Additions Template. The contact names and numbers shall be used by the National Grid in an emergency therefore the Contractor shall ensure it provides twenty-four (24) hour emergency coverage. The Emergency Contact Form that must be completed is available in the data room.

- 5.4.2 The Contractor must ensure that any change to the emergency contact details provided to the Authority in accordance with **paragraph 5.4.1 (Gas Emergency Contact Details)** must be notified to the Authority as soon as the Contractor is aware of that change.

5.5 **Technical / Delivery Issues**

- 5.5.1 In the event of any technical or delivery issues, the Contractor shall be responsible for contacting the relevant Authority Utilities Supplier account representative as notified by the Authority or the Authority Utilities Supplier from time to time, directly to resolve any technical or delivery issues, and shall inform/copy all correspondence immediately to 'MOJUtilities@justice.gov.uk'.

5.6 **Access for Meter Readings**

- 5.6.1 The Contractor shall provide the relevant approved meter readers from the Authority Utilities Supplier (as instructed by the relevant Authority Utilities Supplier from time to time) with access to the Prison as necessary to take meter readings.
- 5.6.2 The Contractor shall communicate directly with the Authority Utilities Supplier and shall agree times and dates such that the necessary meter readings can be collated either via the Authority Utilities Supplier and / or the Contractor, as shall be agreed between the Authority Utilities Supplier and the Contractor from time to time.
- 5.6.3 The Contractor shall ensure the Authority Utilities Supplier(s) is able to carry out any maintenance, calibration and testing of any meters as reasonably required.
- 5.6.4 The Contractor shall maintain its own records of the utility meter readings to enable a check by the Authority against those used by the Authority Utilities Supplier(s) for billing. The Contractor shall provide these to the Authority on request, within forty-eight (48) hours or such other time as the Authority may agree.



- 5.6.5 The Contractor shall be required to install sub meters to all industrial workshops where working sub meters are not currently in place as well as to all buildings forming the Prison. The Contractor shall maintain a log of all sub meters and shall provide this information to the Authority upon request and in any event within forty-eight (48) hours of such request (or such other timescale as the Authority may agree).

5.7 Utility Invoice Payments

- 5.7.1 As a Mandatory Third Party Contract, the Contractor shall be invoiced directly by the Authority Utilities Supplier for the utilities service.
- 5.7.2 Utility invoices shall be calculated in accordance with meter readings undertaken at the Prison by the Contractor or meter readings undertaken at the Prison by the Authority Utilities Supplier.
- 5.7.3 The Contractor shall check and certify utility invoices prior to payment in line with the payment timings outlined in the Authority Utilities Contract, ensuring that:
- 5.7.3.1 The account number and the supply property address are correct;
 - 5.7.3.2 The period of supply follows on from the last invoice;
 - 5.7.3.3 The tariffs and fixed charges are correct;
 - 5.7.3.4 The stated consumption matches the reading provided from manual meters reads, or automated meter readings (AMR) where available; and
 - 5.7.3.5 If an estimated invoice is received and the variance between the estimate and the meter read as taken for that billing period is greater than 5%, the Contractor shall contact the Authority Utility Supplier with the correct reading, to ensure this is reflected in the following month's invoice and ensure the Authority is notified in writing.
- 5.7.4 The Contractor shall liaise with the Crown Commercial Services, energy contractors, and the Authority to ensure that it has correct information relating to buildings, tenancies and energy charges in order to validate bills effectively.
- 5.7.5 Any invoices sent in error by the utility contractor directly to the Authority for payment will be sent immediately to the Contractor by the Authority.



- 5.7.6 If the Authority Utilities Contract is re-categorised pursuant to **paragraph 5.1.4 (Background)**, the Authority will notify the Contractor of any new payment or invoicing procedures.

6. Food

6.1 Background

- 6.1.1 The Authority Prison Food Contract is an Optional Authority Third Party Contract and is available to the Contractor to use to deliver services under these Contracts in accordance with the requirements as set out in **paragraph 2.2 (Optional Authority Third Party Contracts)** of this Schedule.

- 6.1.2 If the Contractor makes alternative arrangements for the supply of food, it shall do so in accordance with the requirements as set out in;

- 6.1.2.1 **paragraph 2 (Supply under Authority Third Party Contracts)** and **paragraph 3 (General obligations when using Authority Third Party Contracts)** of this Schedule; and

- 6.1.2.2 Authority food requirements and specifications (as amended from time to time) contained in the data room and as otherwise made available to the Contractor on request for the purposes of procuring food following the Services Commencement Date.

6.2 Obligations on the Contractor if using the Authority Prison Food Contract

6.2.1 General obligations

- 6.2.1.1 Without prejudice to **paragraph 2.2.10 (Optional Authority Third Party Contracts)**, food and food for staff canteens and visit facilities is supplied under the Authority Prison Food Contract and delivered by the Authority Prison Food Contract Supplier.

- 6.2.1.2 The Contractor shall work collaboratively with the Authority Food Supplier to facilitate the efficient and effective delivery of the Authority Prison Food Contract and enable the Authority Food Supplier to deliver its obligations to

the Authority under the Authority Prison Food Contract (as available in the data room).

- 6.2.1.3 The Authority shall produce and issue to the Contractor with a service level agreement ("SLA") containing specific details necessary for the Authority Food Supplier(s) to fulfil the Contractor's Food Orders effectively. Such details include inter alia, account numbers, purchasing authority and delivery schedules. The SLA may be updated from time to time by mutual agreement of the Authority and the Contractor.
- 6.2.1.4 All food goods purchased or utilised by the Contractor for the provision of Prisoner catering shall be obtained under the Authority Prison Food Contract(s).
- 6.2.1.5 The Contractor shall comply with the requirements in this **paragraph 6 (Food)**, and the Competition Operator Requirements in respect of the provision of Prisoner catering.
- 6.2.1.6 The Contractor shall adhere to all guidance and instructions issued by the Authority and amended from time to time in relation to the efficient and effective day-to-day management of the food supply chain.
- 6.2.1.7 The Contractor shall notify the Authority of any contractual issues in relation to the Authority Prison Food Contract.
- 6.2.1.8 On a Monthly basis, the Contractor shall receive management information relating to Food Orders from the Authority.

6.2.2 Food Catalogues and product pricing

- 6.2.2.1 The Authority Food Supplier shall provide an updated (as required by the Authority) catalogue detailing all the Approved Food Goods provided under the Authority Prison Food Contract and shall provide this to the Contractor from time to time.
- 6.2.2.2 The Authority Food Suppliers are responsible for populating these catalogues with information including: clear descriptions of the Approved



Food Goods in the format determined by the Authority; pack sizes and units of measure; unique identifying codes; minimum order quantities; and prices.

- 6.2.2.3 The Authority Food Suppliers are responsible for updating and amending these catalogues and shall provide this to the Contractor such as (without limitation) when Approved Food Goods are added to or deleted from an Authority Prison Food Contract or prices are amended by agreement with the Authority.
- 6.2.2.4 The cost of Approved Food Goods is determined by: the price of the raw commodity; the cost of processing and packaging; transportation and distribution costs; and overheads (including research and development).
- 6.2.2.5 The unit prices for Approved Food Goods are fully inclusive of all costs and do not vary according to the actual cost of delivery, the number of deliveries or local circumstances.
- 6.2.2.6 All Approved Food Goods products are reviewed and adjusted regularly by the Authority. Price changes are benchmarked using a number of market indices which include but are not limited to Mintec reports and the consumer price index food indices.

6.2.3 **Ordering Process**

- 6.2.3.1 The Contractor shall, at its own cost, carry out all administrative and ordering functions in respect of ordering goods from the Authority Prison Food Contract catalogues.
- 6.2.3.2 The Contractor shall place Food Orders directly with the Authority Food Supplier.
- 6.2.3.3 Food Orders may be placed by means of "electronic transmission" in a PDF file format (Adobe Acrobat), through the Authority Food Supplier's portal, telesales operator, fax or other means as determined by the Authority Food Supplier.
- 6.2.3.4 Subject to **paragraph 6.2.3.2 (Ordering Process)**, the Contractor shall place Food Orders with the relevant Authority Food Supplier at any time

(twenty-four (24) hours a Day, every day of the year) in accordance with the Standard Order Time protocol in accordance with the Authority Prison Food Contract.

- 6.2.3.5 If the Contractor requires one of its Sub-Contractors to place orders for Approved Food Goods with the Authority's Food Supplier(s) in relation to the Contract, the Contractor shall be responsible for ensuring that the Sub-Contractor is made aware of and complies with the confidentiality requirements under Authority Prison Food Contract, in particular not to divulge pricing information to other parties and only to use and circulate such information to the extent necessary for the ordering and delivery of Approved Food Goods.
- 6.2.3.6 Food Orders shall be processed during normal office hours in accordance with the Authority Food Suppliers' normal procedures.

6.2.4 Deliveries

- 6.2.4.1 The size and frequency of deliveries of Approved Food Goods shall be determined by the Authority Food Supplier in consultation with the Contractor and shall be dependent on the particular circumstances of each Prison and any restrictions specific to that Prison, such as (without limitation) restrictions relating to prison population, security level, storage capacity, gate size, prison access or staff availability, and taking into account the quantity of products ordered for that Prison on a weekly basis, as notified by the Contractor to the Authority Food Supplier.
- 6.2.4.2 The Contractor shall agree with each Authority Food Supplier a schedule of delivery (in the absence of such agreement the Authority may stipulate an applicable delivery schedule), and shall ensure that this information is provided to the Authority. Any alterations in such a schedule requested by the Contractor shall be subject to prior agreement by the Authority.
- 6.2.4.3 The Contractor shall make access available for delivery vehicles for all deliveries of Approved Food Goods on the agreed schedule of delivery times and dates.



- 6.2.4.4 The Contractor shall refuse entry to the Prison to any delivery driver who cannot provide a company photo identification badge or other form of photo identification (such as driving licence or passport).
- 6.2.4.5 The Authority Food Suppliers are responsible for the loading and unloading of vehicles to floor level at which point the goods become the Contractor's responsibility. The Contractor is not required to assist with the loading and unloading of vehicles.
- 6.2.4.6 Each Authority Food Supplier shall maintain an order procedure and notify it to the Contractor for each account number for each Food Order, and the Authority shall use its reasonable endeavours to ensure that each Authority Food Supplier checks any unexpected Food Orders with the Contractor.
- 6.2.4.7 Where ordered Approved Food Goods are not available the Authority Food Supplier may provide pre-determined substitute Approved Food Goods products (as agreed between the Authority Food Supplier and the Authority and notified to the Contractor from time to time) shall be made available by the relevant Authority Food Supplier. The substitute product for each of the Approved Food Goods will have a pro-rata price as per the originally ordered product. These prices shall be set up on the Authority Food Supplier's price files;
- 6.2.4.8 Where a catalogue product is not available at point of order fulfilment the Contractor shall be contacted by the Authority Food Supplier to agree a suitable alternative. This will be pro-rata to the original product unit of measure price. The alternative product shall be invoiced separately for ease of identification and shall state the original goods ordered.
- 6.2.4.9 The Authority shall use its reasonable endeavours to ensure that deliveries of Food Orders by the Authority Food Supplier shall take place in accordance with the Standard Order Time protocol (as defined in the Authority Prison Food Contract); and
- 6.2.4.10 Authority Food Suppliers shall notify the Contractor whether Off Day Delivery Requests are accepted or deferred. Acceptance shall be subject to the urgency of the request and the physical capability of the relevant



Authority Food Supplier's operation. Where the Contractor has no capacity or resource in place to meet the delivery an appropriate charge will be advised before order acceptance and payable by the Contractor.

6.2.4.11 Following fulfilment of a Food Order, the Contractor shall promptly confirm receipt of the Approved Food Goods to the Authority Food Supplier.

6.2.5 Returns

6.2.5.1 The Authority Food Supplier shall make reasonable efforts to avoid picking errors and / or damage to goods.

6.2.5.2 The Contractor is not entitled to make returns of items of goods that have been ordered incorrectly by the Contractor.

6.2.5.3 Any incorrectly supplied or faulty items shall be investigated by the Authority Food Supplier. If an item has been supplied incorrectly by the Authority Food Supplier or is found to be faulty the Authority Food Supplier shall issue a replacement item, or a credit note as appropriate.

6.2.6 **Dispute**

6.2.6.1 In the event of a dispute between the Contractor and the Authority Food Supplier, the Contractor shall act and work with the Authority to resolve the dispute in accordance with the dispute resolution procedure within the Authority Prison Food Contract.

6.2.7 **Invoice and payment**

6.2.7.1 The Contractor shall be invoiced directly by the Authority Food Supplier for Approved Food Goods.

6.2.7.2 The invoice price shall be calculated by application of the unit prices for each Approved Food Goods product to the quantities accepted by the Contractor. These unit prices are the sole source of remuneration for the Authority Food Supplier and are fully inclusive (including delivery).

6.2.7.3 The Contractor shall note that the price invoiced for any particular Approved Food Goods shall be determined by the catalogue price (produced quarterly)

valid at the time of delivery. Therefore, there may, on occasion, be a discrepancy (positively or negatively) between the Contractor's ordered price and the invoiced price. The Contractor shall pay the invoiced price.

- 6.2.7.4 The Authority Food Supplier shall have no recourse to the Authority or the Contractor for any additional costs associated with the performance of the Authority Prison Food Contracts. The unit prices are based on the purchase by the Contractor of full cases.
- 6.2.7.5 The Contractor may request an Authority Food Supplier to provide a Monthly statement in electronic (.xls) format containing as a minimum the following: prison name, invoice number, invoice date and invoice amount.
- 6.2.7.6 The Contractor shall pay the relevant Authority Food Supplier directly in respect of all Food Orders and accordance with the payment timescales placed upon the Authority in the Authority Prison Food Contract.
- 6.2.7.7 The Contractor shall provide to the Authority any invoice or proof of payment in relation to the Authority Prison Food Contract within forty-eight (48) hours of receipt or payment or such other time as the Authority may agree.

7. Uniforms

7.1 Background

- 7.1.1 The Authority Uniform Contract is an Optional Authority Third Party Contract and is available to the Contractor to use to deliver services under this Contract in accordance with the requirements as set out **paragraph 2.2 (Optional Authority Third Party Contracts)** of this Schedule.
- 7.1.2 If the Contractor makes alternative arrangements for the supply of Uniforms it shall do so in accordance with the requirements as set out in **paragraph 2 (Supply under Authority Third Party Contracts)** and **paragraph 3 (General obligations when using Authority Third Party Contracts)** of this Schedule and shall seek Authority approval for any changes to the design or any other aspect of the Uniform or the Uniform supply.



7.1.3 Authority uniform requirements and specifications as amended from time to time are contained in the data room or are otherwise made available to the Contractor on request for the purposes of procuring uniforms following the Services Commencement Date.

7.2 **Obligations on the Contractor if using the Authority Uniform Contract**

7.2.1 **General obligations**

7.2.1.1 Uniforms, including staff footwear are supplied under the Authority Uniform Contract delivered by the Authority Uniform Supplier.

7.2.1.2 The Contractor shall work collaboratively with the Authority Uniform Supplier to facilitate the efficient and effective delivery of the Authority Uniform Contract and enable the Authority Uniform Supplier to deliver its obligations to the Authority under the Authority Uniform Contract, available in the data room and any amendments provided to the Contractor from time to time.

7.2.1.3 The Contractor shall notify the Authority of any contractual issues in relation to the Authority Uniform Contract.

7.2.2 **Staff Uniform Products and Pricing**

7.2.2.1 The Authority Uniform Supplier shall supply an approved range of staff clothing and accoutrements in accordance with the HMPPS uniform range product list, product design, colour, size range and construction which shall be made available to the Contractor by the Authority and updated from time to time in writing.

7.2.2.2 Bespoke Stock shall not be provided under the Authority Uniform Contract and shall be owned and held by the Contractor. The Authority Uniform Supplier shall not hold Bespoke Stock for the Contractor. Procurement of Bespoke Stock by the Contractor shall be subject to the Authority approvals in accordance with **paragraph 2 (Supply under Authority Third Party Contracts)** and **paragraph 3 (General obligations when using Authority Third Party Contracts)** above.



- 7.2.2.3 The Contractor may request additional staff uniform specifications and/or designs to be included in the uniform range product list, subject to obtaining the Authority's prior written approval in accordance with **paragraph 3.5.2.1 (General obligations when using Authority Third Party Contracts)** and agreement as to minimum quantities, pricing, designs and development lead times.
- 7.2.2.4 Where the Authority approves any development of additional staff uniform specifications and/or designs in accordance with **paragraph 3.5.2.1 (General obligations when using Authority Third Party Contracts)** and **paragraph 7.2.2.3 (Staff Uniform Products and Pricing)**, the Authority and the Contractor shall agree the specification of each new staff uniform product including, without limitation, the function, design, fabric or raw material, trims, colour, size range, and construction.
- 7.2.2.5 Pricing shall be negotiated between the Authority and the Authority Uniform Supplier each year and prices remain at the negotiated price for that full year. The Authority shall notify the Contractor of the confirmed prices for that year following the annual negotiation.

7.2.3 Ordering process and deliveries

- 7.2.3.1 The Contractor shall, at its own cost, provide all necessary resources to undertake the administration of orders and receipt of packed orders.
- 7.2.3.2 The Contractor shall place Uniform Orders directly with the Authority Uniform Supplier. In placing Uniform Orders, the Contractor shall use the staff uniform specification and design current at the time the order is placed.
- 7.2.3.3 The Authority and the Authority's Uniform Supplier have no facility to hold bulk stock for the Contractor and minimum order quantities shall apply. The Contractor shall ensure that it has the capability to order in bulk and has sufficient stock holding facilities available.

7.2.4 Returns

- 7.2.4.1 The Contractor is not entitled to make returns of items of uniform that have been ordered incorrectly by them.



7.2.4.2 Any incorrectly supplied or faulty items shall be investigated by the Authority Uniform Supplier in accordance with the Authority Uniform Contract.

7.2.4.3 If an item has been supplied incorrectly by the Authority Uniform Supplier or is found to be faulty the Authority Uniform Supplier shall issue a replacement item, or a credit note as appropriate in accordance with the terms of the Authority Uniform Contract.

7.2.5 Dispute

7.2.5.1 In the event of a dispute between the Contractor and the Authority Uniform Contract Supplier, the Contractor shall work with the Authority to resolve the dispute in accordance with the dispute resolution procedure within the Authority Uniform Contract.

7.2.6 Payment

7.2.6.1 The Authority Uniform Supplier shall send an invoice to the Contractor.

7.2.6.2 The Contractor shall ensure payment is made within thirty (30) Days from date of invoice.

7.3 The Contractor shall provide to the Authority any invoice or proof of payment in relation to the Authority Uniform Contract within forty-eight (48) hours of request from the Authority or such other time as the Authority may agree.

APPENDIX 1: SITE ADDITIONS TEMPLATE

The Site Additions Template is set out in the document with the file name 'Dovegate - Sch 3 App 1 - Site Additions Template' contained in the folder entitled 'USB Documents' made available at the Commencement Date to the Contractor on the Authority's procurement software, Jaggaer.

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