



# Ministry of **JUSTICE**

## **MINISTRY OF JUSTICE SPECIFICATION DOCUMENT**

### **Supply of Complete Dog Food**

#### **SUMMARY**

This document describes the requirement for the supply of dog food to the Ministry of Justice.

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# 1 INTRODUCTION

## 1.1 Overview

The Ministry of Justice (MoJ) referred to as the Authority, which includes the HM Prison Service has a national requirement for the supply of complete dry dog foods to feed operational working dogs deployed for various patrol and searching activities. The Authority requires a variety of different complete dry dog foods suitable for various breeds of dogs with different lifecycle and sensitivity needs to maintain health, vitality and performance levels during their operational life.

A summary of the potential types of dry feeds is stated below.

Puppy/Junior

Adult Complete

Adult Digestion

Adult Performance

Adult Sensitive/Light

Adult Senior/Maintenance

Treats

Dental Sticks

HM Prison Service has a number of dogs engaged in numerous activities. There are currently approximately 588 operational dogs deployed nationally in active service (plus additional dogs in training) based throughout the country. Below is an indication of numbers of dogs that require feeding as part of this framework.

	<b>Passive</b>	<b>Active</b>	<b>Hooch</b>	<b>Mobile Phones</b>	<b>Patrol</b>	<b>AES</b>
<b>TOTALS</b>	<b>166</b>	<b>173</b>	<b>2</b>	<b>2</b>	<b>216</b>	<b>29</b>

The framework contract will include provision for the above estimated dogs with the future potential within the framework to supply food to other public sector working dogs by means of variation to the contract, through the Ministry of Justice Procurement Department. This could include the regional UK Police Forces, Emergency Services and Rescue, Ministry of Defence and other users of dog food, as advertised with in the original OJEU notice.

## 1.2 Purpose

This document is a specification to provide clarification for the requirements for the supply of dog food for the Ministry of Justice (HM Prison Service) and other potential end users with similar requirements.

## 1.3 References

- **Definitions and abbreviations**

For the purpose of this document, the following definitions and abbreviations apply:

MoJ	Ministry Of Justice
HMPS	Her Majesty's Prison Service
NOMS	National Offender Management Service
NDPB	Non-Departmental Public Bodies
PF	Police Forces
PSA	Public Sector Authorities
PFMA	The Pet Foods Manufacturers Association
FEDIAF	The European Pet Food Industry Federation

## **2 SCOPE OF REQUIREMENTS**

### **2.1 Provision of Goods**

This provision relates to a range of dog food being provided against a zero call off, non exclusive framework arrangement between the supplier and the Ministry of Justice for national delivery direct to the relevant official end user locations.

The supplier will be required at all times to ensure sufficient stocks are maintained to fulfil orders placed by the Authority within the timescales contained within the final contract .The supplier is also required to ensure that contingency arrangements are in place for alternative supply should the supplier find they are unable to meet the requirements of the contract, within the relevant lead-times to ensure continuity of supply to the end user.

The product requirement may vary over the life of the framework, where additional needs may be identified or reduced during the life of the framework. The supplier will be notified by means of formal contract variations to ensure the contract meets the up to date needs of the Authority.

The framework agreement is open for use by other Government Departments, NDPB's, Police Forces and Public Sector Authorities. Each individual Authority shall be responsible for their own purchasing from the framework and remittance sites and ordering methods may vary between organisations.

All other non MoJ organisations will be appointed by a formal variation to the contract to ensure business terms are reflective of the individual's needs.

### **2.2 Quantity of Goods**

Although there is no obligation for the Authority to purchase any goods from the framework the forecasted demand for products has been estimated from previous spend information. The estimated business volumes predicted for the financial year 2010/11 are given at Appendix 1.

These indicative volumes are based on previous annual expenditure, and may be subject to change. The contract is to be mandatory for HM Prison Service, which represent approximately 100% of historical spend.

The Authority will shut down all other routes of purchase via Visa and none catalogue spend with non contracted suppliers as this will be a mandatory contract for HM Prison Service to ensure compliance with the contract award.

The size of deliveries to site will vary dependant on the number of dogs located on that site. It is acceptable for the supplier to stipulate a reasonable minimum order quantity or order value to allow the economic delivery of foods and lower the unit price for the end purchaser.

The minimum order values or order quantities are defined within the framework pricing schedule within the final contract document.

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## **2.3 Shipments**

Goods shall be shipped directly to an official address at various sites nationally. The delivery locations include all HM Prison Establishments in England and Wales of which they are approximately 128 and a small number of national and area dog centres. This number of locations may increase as the contract will remain open to other Government Departments, NDPB's, Police Forces and Public Sector Authorities, the goods may be required for delivery to any location within the United Kingdom following reasonable notice from the Authority or its representatives and a formal variation to the contract.

Each delivery location must be uniquely identified by the supplier for the purposes of management information reporting and to separate the other potential customers calling off from the framework agreement in terms of account settlement.

## **2.4 Purchasing Routes**

The supplier will be required to accept electronic official purchase orders via email or fax and ship the requested products to the delivery locations outlined in 2.3 *Shipments*. All goods shall be demanded by an official electronically generated purchase order form with a unique purchase order number communicated by either email or fax direct to the supplier

Additionally where the supplier has the facility to accept Government Procurement Visa Cards, telephone orders may be accepted. No verbal orders shall be taken where payment is not taken over the phone and such transactions and sales out data are to be recorded as management information to be provided to the Authority.

The suppliers shall never make provision for supply outside the two purchasing routes described above. Such instances will be viewed by the Authority as a material breach of contract as this places unnecessary burden and costs to the transaction and remittance process.

## **2.5 Payment and Invoicing**

Payment and Invoicing will be subject to the terms and conditions and Administration Instructions of this framework agreement. This payment and invoicing may vary between outside potential organisations that may enter this framework in the future. These changes will be notified as part of the contract variation process.

## **2.6 Lead times**

Lead times for the performance of the contract shall be firm dependant on supplier's tender submission and details will be included in the final contract.

Failure to supply goods within the agreed timescales will require the supplier to compensate the Authority for actual losses incurred as liquidated damages, as a direct result of failure to supply in accordance with the framework, including costs for sourcing alternative products and additional costs incurred for alternative goods purchased above the contracted price.

Where goods are requested which are not contracted items the supplier 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 supplier is expected to inform the sites of the expected delivery date.

## **2.7 Frame Work Call off Mechanism**

The final award shall be between 1 and 3 suppliers depending on the most economically advantageous tender evaluation. There will be a variety of foods made available to suit various subjective feeding needs within the organisation.

Upon award of the framework the call off criteria shall be based on the individual's subjective evaluation of the feed product to meet the needs of an individual dog's requirements, whilst considering value for money requirements in local, regional and national budgets.

Only high quality food at the lowest costs shall proceed to the final framework award.

## **2.8 Environmental Considerations**

Where ever possible recycled packaging should be utilised. Such packaging must not reduce the storage life of the food product.

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## 2.9 Legislative requirements

Suppliers must take cognisance of all relevant and pertinent UK and EU legislation in fulfilling the legal requirements to supply animal dog feed products for sale in the UK market, including but not limited to relevant UK / European Pet food legislation or standards:

Food Safety Standards EN, ISO 22000:2005(E) Adapted to Pet Food.

Hygiene Regulation 183/2005/EC

Labelling Regulation 767/2009/EC

PFMA or FEDIAF Best Practice and Manufacturing Nutritional Guidelines.

The supplier must provide the Authority with copies of relevant food testing certificates and full analysis reports for each product group supplied to support compliance against all applicable legislation or standards.

It is the responsibility of the supplier to notify the authority of any changes to legislation and food standards which are mandatory for products included within the scope of this framework.

## 2.10 Product Refreshment

Any changes to the product shall be communicated to the Authority prior to any changes to the specification being carried out. Any changes to the supply of product or variants to the minimum requirement of the Authority shall only take effect upon a formal variation to the contract specification.

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

## 2.11 Product Sample

### Tender Stage

The supplier is to submit one small non returnable sample for each of the proposed product(s) for evaluation purposes, supplied free of charge at tender stage.

### Trial Stage

Successful tenderers from the initial tender stage (RFP) are required to participate in a 12 week trial. Each supplier will need to provide (free of charge) all the required food for 12 large/medium dogs over the 12 week period sufficient for the following schedule:

Weaning on to new diet	2 weeks
Feeding trial on new diet	8 weeks
Weaning on to original diet	2 weeks
Total trial	12 weeks

The supplier shall ensure trial food samples are accompanied by a weaning plan and a feeding guide and include information for dogs of various weights, types of activities, lifecycle points and sensitivities.

The size, age and activity level for each dog will be communicated at the trial notification stage.

### Product Refreshment

Where the Supplier applies to change contracted items they will be required to submit samples at nil cost, of both the proposed replacement items and the original contract product.

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## Factory visits

During the evaluation stage (and at anytime thereafter) the Contract Manager may request a tour of tenderer's premises. Sufficient notice will be given and a suitable date and time agreed by both parties.

## **2.12 Service Levels and Performance Targets**

### Customer Service Levels

Reporting and Key Performance Indicators

Contractor's Performance Reporting

The supplier is required to report various contract management data information throughout the life of the contract to the Authorities Contract Manager. Performance reporting shall be supplied in an electronic format in line with the specified frequencies held within the table below.

Management information is a requirement of the contract to allow the Contract Manager to track sales, inventory, delivery fulfilment and manage supplier performance in relation to service delivery.

The format of the reporting fields shall be stipulated by the Authority. The information shall be supplied free of charge to the Authority. There will be a requirement to be able to split the information where requested in order to drill down into organisation and location.

Reports	Frequency	Description
Order Back Order Report	Monthly	Report Highlighting all orders received not yet dispatched. Include Original Order Number, Item description, Received date, Quantity ordered, Delivery due date.
April to March Annual Spend	Yearly	Report highlighting sales over a specific period, including Product code, description, Unit cost, number of transactions, unit sales, accumulative cost.
Inventory levels on high demanded items	Ad-hoc upon Request	Stock inventory report over a specific period relating to high demanded items per line, day by day.
Lead time Report	Ad-hoc upon Request	Report highlighting sales lead times for delivery over a specific period, including order date, order number, description, number of items ordered, received date.
Individual Product Sales Report	Ad-hoc upon request (5 day lead time)	Report highlighting sales for specific or a range of products over a defined period. Format issued upon request
Delivery Fulfilment	Ad-hoc upon Request	Report highlighting numbers of deliveries dispatched in full reporting on individual orders not fulfilled in full.
Customer Service Complaints	Ad-hoc upon Request	Report highlighting numbers and descriptions of complaints, date raised and date resolved, description of dispute resolution.

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## **2.13 Key Performance Indicators**

Throughout the life of the contract, Contractors performance will be measured against Key Performance Indicators as follows:

KPI	Description	Service Level
% orders compliant with Delivery Lead Times and full order fulfilment	Products delivered within agreed delivery lead times in full and incomplete	All goods 98% of orders
Report Deadlines	Timely submission of reports against agreed frequency or lead times.	Specified Frequent reports 98% Adhoc Reports 95%
Compliance with product Specification	Compliance with product specification and product substitution	100% except where approval has been given by the MoJ Contract Manager.
Compliance with Contract Terms and Conditions	Compliance with contract terms and conditions	100% at all times
% Compliant Invoices submitted	Invoices submitted with purchase order number to the correct locations.	99% of all order containing the relevant information for processing.

Non Compliance with the above performance targets may result in one written warning to implement an agreed service improvement plan and thereafter for repeated poor performance termination shall be issued (notice period as per Terms and Conditions of Contract).

## **3 General Requirements**

### **3.1 Policies and Standards**

The supplier is expected to comply with all relevant policies and standards as per Section 2.9.

### **3.2 Labeling**

The Supplier(s) shall meet the following requirements for packaging and labeling:

#### Outer box

These must be clearly marked with the following information:

- Contractor(s)'s item code
- Contractor(s)'s name
- Order number
- Manufacturers name or trademark
- Best before date
- Description of product
- Quantity enclosed
- Weight of package KG
- Customer reference

Dispatch notes shall be placed inside the carton where appropriate.

#### Individual packs

These must be clearly marked with the following information:

- Manufacturers name or trademark
- Best before date
- Description of product
- Ingredients
- Quantity enclosed
- Weight of package KG

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### 3.3 Packaging

#### Mandatory Requirements

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

The contractor(s) shall ensure that goods are packed to protect them from damage and provide for safe handling.

The contractor(s) shall ensure that packaging is free from any materials which may be deemed to be a security risk i.e. sharp objects etc.

The contractor(s) shall be required to ensure that all packaging is labelled in accordance with section 3.2.

The contractor(s) shall comply with guidelines laid down under the EU Directive 94/62/EC of 20 December 1994 on packaging and packaging waste and any subsequent amendments.

New regulations relating to the essential requirements will be satisfied as set out in Articles 9 and 11 of Directive, which came into force on 31 May 1998. The Packaging (Essential Requirements) Regulations 1998 (SI 1998 No.1165) sets out a number of essential requirements that must be adhered to by the "responsible person" when placing packaging on the market. The Regulations identify the responsible person as those who pack and/or fill products into packaging, or the importer.

The responsible person must keep documentation to demonstrate compliance with the regulations.

Where goods are imported into the United Kingdom then, for the purposes of the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 (as amended) the contractor(s) shall assume the rolled-up obligations for all the activities performed outside the United Kingdom in relation to the goods and the packaging that is used for the containment, protection, handling, delivery and presentation of the goods in addition to any other obligations he may have pursuant to the said Regulations.

### 3.4 Delivery and Supply Chain Requirements

The supplier shall be required to:

- Ensure, in all instances, contact has been made with the necessary establishment to agree the delivery time.
- Deliver goods in accordance with the contract agreed lead times (described at 2.6).
- Ensure adequate transport is used to comply with the Authority's vehicle restrictions in some locations including considering unloading goods from vehicles in the absence of specialised unloading equipment. A number of locations have articulated vehicle restrictions, due to the vehicles height and length.
- Deliver goods in accordance with local opening times of the end customer, which may vary between locations. Goods acceptance and stores opening times noted within the admin instructions. Sites do vary slightly from location. Monday to Friday deliveries only.
- Obtain signed proof of delivery and leave appropriate goods delivery notes. The delivery notes should contain the relevant purchase order number, description of goods, and quantity of goods. Any supplier terms and conditions declared on a quote, delivery note or invoice are invalid.
- Ensure that purchase order numbers are referenced on invoices that are raised to prevent a delay in payment and sent to the relevant remittance point not the end user unless specifically specified for other organisations.
- Replace any goods damaged in transit within lead times.

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## 4. Dog food Product Performance Specification

### 4.1 Dog Food Requirements

The HM Prison Service has a requirement for dry dog food suitable for the following categories of dogs:

- Puppies
- Junior
- Adults
- Senior
- Sensitive Diets
- Light Diets

HM Prison Service requires a range of complete dry dog food which provides a formula that is suitable to maintain dogs that operate in a variety of working conditions, including varying weather conditions.

The formula must also provide a suitable diet for specialist search dogs: Mainly consisting of Labradors, German Shepherds, Springer Spaniels, Border Collies, Cocker Spaniels, Pointers and various cross breed equivalents.

There is also a requirement for specialist foods including a hypoallergenic range of products, which is free from wheat, wheat gluten, dairy, beef, egg and soya for the sensitive dog at various life stages.

Dog food shall as a minimum standard comply with the following ingredients/nutritional requirements

- Free from artificial additives, flavourings and preservatives
- Nutritionally balanced complete food for working dogs activity levels
- Higher % of protein derived from animal/ fish product
- Comply as a minimum to the FEDIAF Nutritional Guidelines for Complete and Complementary Pet Foods for Dogs or subsequent amendments.

The food provided shall fulfil the energy and maintain or improve health of working dogs in the following areas:

- Stamina
- Substance
- Coat Condition
- Muscular
- Respiratory
- Digestive
- General well being

#### Product packaging sizes

The dog food should be supplied in 15kg bags or nearest equivalent to ensure one person handling and be of sufficient size to minimise food spoilage when opened.

#### Best Before Dates

The contractor shall provide dry food which has a best before date no shorter than four months from delivery. The best before date shall be the date where the foods shall not lose nutritional content. This information shall be displayed on the product packaging

#### When Open Use Within Date

The contractor shall display on the packaging the duration of the products life when opened, before the product degrades and loses nutritional content. Each bag should contain a quantity of food which an individual dog is able to consume before it reaches the use within date.

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## 4.2 Snacks and Treats

The contractor shall make provision for a small number of treats and health treats for puppy and adult dogs. These treats should include:

- Dental treat (suitable for medium/ large dogs)
- Small shaped treat – suitable for reward

## 4.3 Feeding & Weaning Guide

The supplier shall submit feeding guides and detailed weaning plans for each food product submission.

See below an example format for a feeding guide for reference:

Product	Toy (up to 10kg)	Small (11 – 20 kg)	Medium 21 – 32kg)	Large (32 - 45kg)
Chicken and Rice	Up to 125g	140g – 260g	260g – 400g	400g – 560g
Lamb and Rice	Up to 125g	140g – 260g	260g – 400g	400g – 560g

Weaning guides shall be written in plain concise English for quick reference.

The above requested items will be included within the final contract.

## 4.4 Additional Service Requirements

The supplier shall make provision for a telephone and email dietary advice service for end users where an end user can contact a suitably trained suppliers contact point who is able to give direct advice where dogs may be experiencing issues with their particular diets or weaning process.

This service should be manned by experienced staff with detailed knowledge of the product who are able to understand the product content and ingredients to help identify potential problems with regards to weight loss, sensitivities. This service should be made available Monday to Friday Office hours.

## 4.5 Product Information Submission Requirements

As part of the tender questions submission, product details for each product group supplied shall be provided to form part of the specification. The following information is required to be submitted for each individual product type, which will be considered as part of the overall evaluation.

- Product Name
- Nutritional Values of food and percentage of daily intake
- Ingredients by percentage or weight by common description and non scientific names
- Origins of ingredients for organic, animal and chemical derived ingredients
- Country of origin for all animal derived products

The above information will also be used to establish a detailed product file for end users. Please submit information as a word document in an easy to read format suitable for this purpose within the tender question response.

## 5 Contract Planning Requirements

### 5.1 Implementation

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

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The supplier shall adhere to the agreed implementation plan at Appendix ##, including the agreed reporting requirements contained within. [Based on Tenderer submission].

## 5.2 Exit Plan

Upon request by the Authority the supplier 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 e.g. by region or by branch coverage
- 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, Supplier 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 supplier and the MoJ deal with the risks and issues related to the ending of the arrangement.

## 5.3 Collaborative Procurement

The framework contract is to be open to other Government Departments, Public Authorities, Police and NDPB's as per the Contract Notice Published in the Official Journal of the European Union.

The supplier may be expected to liaise with other public sector organisations to help assess the suitability of inclusion under the framework.

The inclusion of additional requirements of the nature listed above **may** require the supplier to:

- Agree to specific payment terms or delivery lead times appropriate to the new customer
- Submit and adhere to an additional implementation plan
- Produce separate Management Information relating to non-MoJ spend

The inclusion of other organisations **will** require the supplier to:

- Submit proposals for aggregation discounts to the MoJ framework as the Framework holder for additional participants to the contract.

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#### **5.4 Dispute Resolution**

In the event of any disputes regarding minor breach, poor service levels or quality problems the supplier shall provide a formal dispute resolution plan which shall be broken down in to activities with assigned timescales for resolution. Continued poor performance will lead to termination of the supplier's agreement.