



**SCHEDULE 11:**

**PROPERTY AND FACILITIES MANAGEMENT**

| Version number | Issue Date    | Comment           |
|----------------|---------------|-------------------|
| 1.0            | 22 April 2024 | Execution Version |



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1. **Definitions**

1.1 For the purpose of this **Schedule 11 (Property and Facilities Management)**, unless the context otherwise requires:

**"Approved Codes of Practice" or "ACOPs"** means the published guidance by the health and safety executive describing preferred or recommended methods that can be used (or standards to be met) to comply with regulations and the duties imposed by the Health and Safety at Work etc. Act 1974;

**"Asset Forward Maintenance"** has the meaning given to it in **paragraph 4.11.1 (Asset Forward Maintenance Plan)**;

**"Building Engineering Services Association"** means the main UK trade association for companies that design, install, commission and maintain heating, ventilation, air conditioning, refrigeration and related engineering projects;

**"Cleaning Services"** has the meaning given to it in **paragraph 5 (Cleaning)** below;

**"Construction Works"** means the Construction Works as further detailed in **paragraph 9 (Construction Works)**;

**"Crown Premises Fire Safety Inspectorate" or "CPFSI"** means the 'Crown Premises Fire Safety Inspectorate' which enforces the Regulatory Reform (Fire Safety) Order in Crown premises;

**"Defect"** means any part of any Construction Works (whether designed or treated as having been designed by the Contractor under this Contract) which is not in accordance with:

- a. the requirements for the Construction Works as agreed between the Authority and the Contractor prior to the commencement of the Construction Works (including in any CN issued pursuant to **Schedule 16 (Change Protocol)**);



- b. any Legislation;
- c. any Consents relevant to the Construction Works and/or the Prison generally; and/or

any other requirement of this Contract;

**"Defects Rectification Period"** the period during which, following the completion of any Construction Works, the Contractor is required to rectify any Defects in the Construction Works pursuant to **paragraph 9.11A** and as agreed in accordance with **paragraph 9.10A** prior to the commencement of the Construction Works;

**"Enforcing Authorities"** means authorities with the responsibility for enforcing Legislation such as the Local Authorities or the Health and Safety Executive;

**"Existing and Remedial Works"** means:

- a. the carrying out and completion of any works being undertaken on the Prison and/or the Site which will not be completed prior to the Commencement Date or Services Commencement Date and, for the avoidance of doubt, includes completion of minor outstanding works in the Construction Contract Works (commonly known as 'snagging') and any "Permitted Post-Completion Works" (as defined in the Construction Contract) by the Constructor following Practical Completion of the Construction Contract Works pursuant to and in accordance with the Construction Contract; and
- b. the rectification of Construction Contract Works Defects pursuant to and in accordance with the Construction Contract;

**"Exit Legacy Assets"** has the meaning given to it in **Schedule 24 (Handover and Exit Management)**;



|                                                         |                     |                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"FF&amp;E"</b>                                       |                     | means all fixtures, fittings and equipment to be provided and installed by the Contractor in accordance with <b>paragraph 10.1.1 (FF&amp;E)</b> ;                                                                                                                                                            |
| <b>"Maintenance Management System and Site Records"</b> |                     | means the system in place to manage and maintain the information about maintenance operations;                                                                                                                                                                                                               |
| <b>"Maintenance Services"</b>                           |                     | means all of the maintenance undertaken by the Contractor in the delivery of Property and Facilities Management Services under the Contract in accordance with the requirements set out in this <b>Schedule 11 (Property and Facilities Management)</b> ;                                                    |
| <b>"Major Works"</b>                                    | <b>Maintenance</b>  | means all work carried out beyond the regular, normal upkeep of physical properties and assets, carried out in accordance with the requirements in this <b>Schedule 11 (Property and Facilities Management)</b> ;                                                                                            |
| <b>"Minor Works"</b>                                    | <b>Maintenance</b>  | means all routine maintenance activities, including those listed at <b>paragraph 4.13 (Minor Maintenance Works)</b> carried out in accordance with the requirements in this <b>Schedule 11 (Property and Facilities Management)</b> ;                                                                        |
| <b>"Non-Priority Task"</b>                              |                     | has the meaning given to it in <b>Appendix 2 (Contract Delivery Indicators)</b> to <b>Schedule 15 (Performance Mechanism)</b> in relation to Planned Preventative Maintenance;                                                                                                                               |
| <b>"Planned Maintenance"</b>                            | <b>Preventative</b> | means any variety of scheduled maintenance to an Asset, Building, object or item of equipment documented as part of the Asset Forward Maintenance Plan, to ensure that an item of equipment, fittings, plant or fixtures or the Prison premises is operating correctly and to therefore avoid any breakdown; |
| <b>"Priority Rating"</b>                                |                     | has the meaning given to it in <b>Appendix 2 (Contract Delivery Indicators)</b> to <b>Schedule 15 (Performance Mechanism)</b> in relation to Reactive Maintenance;                                                                                                                                           |
| <b>"Priority Task"</b>                                  |                     | has the meaning given to it in <b>Appendix 2 (Contract Delivery Indicators)</b> to <b>Schedule 15 (Performance</b>                                                                                                                                                                                           |



**Mechanism)** in relation to Planned Preventative Maintenance;

**"Prohibited Materials"**

means any materials, components, goods, equipment, products and/or plant (of any type and/or nature) which, in the context of its use or specification in connection with any Works (whether alone and/or in combination with other materials, components, goods, equipment, products and/or plant):

- a. poses a hazard to the health and safety of any person who may come into contact with the Works;
- b. either by itself or as a result of its use in a particular situation or in combination with other materials, components, goods, equipment, products and/or plant (of any type and/or nature), would or is likely to have the effect of reducing the normal life expectancy of any other materials, components, goods, equipment, products and/or plant and/or structures into which it is incorporated or to which it is affixed;
- c. poses a threat to the structural stability or performance or the physical integrity of any part of the Prison, the Works and/or any materials, components, goods, equipment, products and/or plant forming part of the Works;
- d. has been prohibited for use in or otherwise does not comply with the publication "Good Practice in the Selection of Construction Materials" (published by the British Council for Offices) current at the time of use or specification;
- e. does not conform with British or European standards (where appropriate) or industry codes of practice (or where no such standard exists, does not conform with a British Board of Agrément Certificate);
- f. is generally known in the construction industry to be



deleterious, in the particular circumstances it is specified for use, to health and safety and/or durability of buildings or structures; and/or

- g. is specifically prohibited by any part of this Contract (including in any CN issued pursuant to **Schedule 16 (Change Protocol)**);

**"Project Handover Procedures Document"** means the document which sets out the procedures, roles and responsibilities of each party in the handover of any ongoing Existing and Remedial Works to the Contractor;

**"Project Sponsor"** means any of the Authority's Representatives with overall accountability for the project;

**"Property Technical Standards"** means HMPPS technical standards published by MOJ Property Services Directorate which include drawings and specifications for outcomes, materials and construction for the design, construction and maintenance of prisons. They also include all 'BIM' documents, Government 'Soft Landings' documents and requirements relating to the handover from the construction phase into the operational manage and maintain state;

**"RAMS"** means a 'risk assessment and method statement';

**"Reactive Maintenance"** means all reactive maintenance activities, including those listed at **paragraph 4.8 (Reactive Maintenance)** carried out in accordance with the requirements in this **Schedule 11 (Property and Facilities Management)**;

**"Reactive Request"** has the meaning given to it in **Appendix 2 (Contract Delivery Indicators)** to **Schedule 15 (Performance Mechanism)**;

**"Resolution Plan"** has the meaning given to it in **Appendix 2 (Contract Delivery Indicators)** to **Schedule 15 (Performance Mechanism)**;

**"Safe System of Work"** means working arrangements, including staffing levels and procedures, that are risk assessed as compliant with health



and safety Legislation. Further guidance is available in PSI 37/2015;

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"SFG20 Maintenance Task Schedules"</b>       | means the Authority document containing SFG20 Standards tailored to the prison environment to assist in the specific planned maintenance for carrying out service tasks, tendering, service level re-modelling and auditing for prisons in England and Wales as amended from time to time;                                                                                                              |
| <b>"SFG20 Standards"</b>                        | means the standards for planned maintenance of assets as made available through the web-based service which is updated in real-time by the Service and Facilities Group of the Building Engineering Services Association (BESA) and as may be tailored by the Authority to better reflect the particular challenges of the prison environment (as set out in the SFG20 Maintenance Task Schedules); and |
| <b>"Sustainable Construction BREEAM Policy"</b> | means the Authority Policy related to sustainable construction BREEAM.                                                                                                                                                                                                                                                                                                                                  |



2. **Introduction**

- 2.1 The Contractor shall be responsible for all aspects of the total and smooth operation of the Prison to ensure it operates safely to the highest possible level of overall performance that is acceptable to the Authority.
- 2.2 This shall include, but is not limited to: all day to day operations, security systems, statutory requirements (including compliance with Legislation), access and egress control systems, health and safety, all routine, Planned Preventative Maintenance, ground and Reactive Maintenance, Minor Maintenance Works, Major Maintenance Works, refurbishments, modifications, alterations, cleaning, waste management as well as Construction Works in accordance with this **Schedule 11 (Property and Facilities Management)** that together form the Property and Facilities Management Services.

3. **Property Matters**

- 3.1 From the Practical Completion Date, the Contractor shall be responsible for the Buildings and land at the Site (as detailed in the Site Plans) including those responsibilities set out in the title where relevant as detailed in **Schedule 9 (Lease)**.
- 3.2 Except as otherwise expressly provided in this Contract, the Contractor shall take the Site and Prison in its state and condition in all respects as at the Practical Completion Date and nothing in the Contract or otherwise will constitute or imply a warranty by or on the part of the Authority as to the fitness and suitability of the Site or the Prison or any part of the same for any purpose.
- 3.3 The Contractor shall be responsible for all landlord responsibilities and obligations including statutory inspections and maintenance and repair as set out in PSO 5901 and any future Authority Policy document that replaces this from time to time.

4. **Maintenance Services**

- 4.1 The Contractor shall provide comprehensive Maintenance Services for the Prison and the Site on a continuing basis pursuant to the terms of this Contract and in accordance with:
- 4.1.1 the requirements set out in this **Schedule 11 (Property and Facilities Management)** including the Maintenance Standards in **Appendix 1 (Maintenance Standards for the Prison)** of this **Schedule 11 (Property and Facilities Management)**;
- 4.1.2 SFG20 Maintenance Task Schedules;



- 4.1.3 PSO 5901 as amended from time to time;
  - 4.1.4 Operating Procedures in the Contractor's Proposals;
  - 4.1.5 Operating Manual;
  - 4.1.6 the Sustainability Requirements; and
  - 4.1.7 the 'Property Technical Standards' (subject to any derogations proposed by the Contractor and approved in writing by the Authority).
- 4.2 In providing the Maintenance Services, the Contractor shall ensure:
- 4.2.1 the Services are continuously available and provided in accordance with this Contract and the Authority's Requirements;
  - 4.2.2 the Prison and, to the extent relevant and not included in the Prison, the Site and Buildings on the Site, is kept in good structural and decorative order (subject to fair wear and tear) and at a minimum to the standard identified in the Asset Condition Schedule (subject to fair wear and tear) and otherwise in accordance with this Contract, the Authority's Requirements, the Contractor's Operating Manual, the Asset Forward Maintenance Plan and Asset Forward Replacement Plan (and this shall include undertaking and maintaining in accordance with Good Industry Practice the Works that have been committed within the Lifecycle replacement programme (the costs of which are included within the Lifecycle Cost Programme));
  - 4.2.3 it updates and maintains an up to date Equipment Register of all equipment (including the Authority Assets and Contractor Assets) used and maintained by it in the performance of the Services except where otherwise expressly agreed in writing with Authority or dealt with under a Local Partnership Agreement (in respect of healthcare and social care items) pursuant to **clause 64.3 (Maintenance of Records)**; and
  - 4.2.4 the Prison and, to the extent relevant and not included in the Prison, the Site and Buildings on the Site, is handed back to the Authority on the Early Termination Date or Termination Date (as applicable) or Expiry Date in no worse a condition (subject to fair wear and tear) than that identified in the Asset Condition Schedule and, in any case, to meet the Required Condition Standard.



- 4.3 In the event of failure by the Contractor or its Sub-Contractors to meet the obligations set out in this **Schedule 11 (Property and Facilities Management)**, the Contractor shall be subject to the Deductions applied in accordance with **Schedule 15 (Performance Mechanism)** and **Schedule 14 (Payment Mechanism)**.
- 4.4 Maintenance Services may only be deferred following written agreement from the Authority and any deferred Maintenance Services shall be completed in the following Month from which they were originally planned, unless potentially detrimental to flora and fauna, in which case advice should be sought from the Authority.
- 4.5 The Contractor shall ensure that all Maintenance Services (except any emergency repairs including emergency Reactive Maintenance pursuant to **paragraph 4.8.4 (Reactive Maintenance)**), wherever possible, are carried out during normal working hours (Monday to Friday 0900-1700) and that any Maintenance Services carried out outside of normal working hours are planned and agreed in advance and in writing with the Authority and providing documentary evidence via CAFM.
- 4.6 The Contractor shall instigate random checks of all maintenance tasks undertaken and provide documentary evidence via CAFM of compliance and non-compliance to the Authority.
- 4.7 **Groundworks**
- 4.7.1 The Contractor shall be responsible for the regular inspection, maintenance and care of all, grassed, shrubbed, wooded, other amenity areas and other areas requiring maintenance on the Site.
- 4.7.2 The Contractor shall be responsible for the regular inspection, maintenance and repair of all applicable unadopted roads, drains, pavements and street lighting and former quarters all as shown on the registered title plan pursuant to **Schedule 9 (Lease)**.
- 4.7.3 The Contractor shall be responsible for the regular inspection, maintenance and repair of the boundary fence of the Prison.
- 4.7.4 The Contractor shall carry out twice annually, in accordance with PSO 5901, a perambulation inspection of all Authority land and boundaries comprising the Site or Adjoining Property and complete a perambulation report to be sent to the Chief Property Officer at 102 Petty France London SW1H 9AJ.



- 4.7.5 The Contractor shall at the request of the Authority cooperate, assist and provide necessary escorts at the Contractor's expense for the Authority's appointed valuer annually for the Authority's asset valuation.

4.8 **Reactive Maintenance**

- 4.8.1 The Contractor's provision of Reactive Maintenance required following use or vandalism shall be to the Prison and the whole Site and include Reactive Maintenance to:

- 4.8.1.1 all mechanical and electrical building services;
- 4.8.1.2 internal and external building structure and fabric;
- 4.8.1.3 all areas where health and social care services are provided in accordance with **Part 5 (Healthcare)** of **Schedule 1 (Authority's Custodial Service Requirements)** and **Part 6 (Social Care)** of **Schedule 1 (Authority's Custodial Service Requirements)** and areas where Probation Services are provided;
- 4.8.1.4 grounds, landscaping, car parks and street furniture; and
- 4.8.1.5 all security systems, both physical and electrical/electronic.

- 4.8.2 The Contractor shall carry out Reactive Maintenance within the timeframes and in accordance with the requirements set out in Tables 1 and 6 of **Appendix 2 (Contract Delivery Indicators)** of **Schedule 15 (Performance Mechanism)**.

- 4.8.3 The Contractor shall be responsible for managing vandalism and shall ensure that damage caused as a result of vandalism is minimised. The Contractor shall ensure that repairs reported which are attributable to vandalism are recorded and reported to the Authority as part of the regular Monthly reporting process agreed during the Mobilisation Period. The Contractor shall carry out trend analysis to identify and reduce Reactive Maintenance caused as a result of vandalism; and shall use all reasonable endeavours to reduce to a minimum damage caused by vandalism.

- 4.8.4 The Contractor shall provide twenty-four (24) hour cover three hundred and sixty five (365) Days of the year in case of emergency Reactive Maintenance via a nominated procedure to be agreed with the Authority's Representative prior to the Practical Completion Date and, in the event of such emergency Reactive Maintenance, promptly despatching to the Site a competent person(s) to undertake



any necessary repair, and making the Site safe and secure and using all reasonable endeavours to restore the affected Services as soon as practicable.

4.8.5 The Contractor shall arrange for refit maintenance and the replacement of items as appropriate during the provision of the Maintenance Service to ensure the continued effective, resource efficient and economic management of the Prison and the Services, Assets and Built Environment and M&E Assets. During the provision of the Maintenance Service the Contractor shall have due regard to handing back the Prison, Assets, Built Environment and M&E Assets and equipment at the expiry or termination of the Contract (whichever earlier and howsoever arising), such that, in addition to satisfying the condition requirements under **paragraph 7.7.2.4 (Handback Obligations)** of **Schedule 24 (Handover and Exit Management)**, the Services, Assets, Built Environment and M&E Assets and any other equipment are capable of being sustained and/or utilised for at least one year after the expiry of the Contract Period and any plant, equipment and Assets beyond economic repair have been replaced prior to such expiry.

4.8.6 In assessing the needs of the Maintenance Service, both the Authority and the Contractor shall take into account all relevant factors including making due allowances for fair wear and tear and in being subject to Indexation. Any adjustments to the Maintenance Service will be agreed between the Authority and the Contractor following on from the findings of the final survey undertaken at the end of the Contract.

#### 4.9 **Water Hygiene**

4.9.1 The Contractor shall conduct its own Site-specific water hygiene risk assessment within ninety (90) Days of the Practical Completion Date. The Contractor shall ensure that all necessary schematics and recommendations arising from the water hygiene risk assessment are attended to by the Contractor at its earliest convenience as part of the Contract to reduce all possible and potential risks.

#### 4.10 **Water Treatment Programme**

4.10.1 The Contractor shall design (or procure the designing of) and implement a written control scheme complete with water testing and treatment programme for all evaporative, closed cooling and hot and cold-water systems forming part of the Prison based on a Site-specific water hygiene risk assessment, previous test results, operation and maintenance manuals and the then current Legislation, ACOPs and guidance notes, and ensuring that such water treatment programme:



- 4.10.1.1 is environmentally acceptable and complies with the local discharge requirements;
- 4.10.1.2 includes adequate control of corrosion, scale formation, fouling and microbiological proliferation or activity; and
- 4.10.1.3 any health, safety and environmental risks are adequately controlled throughout.

#### 4.11 **Asset Forward Maintenance Plan**

- 4.11.1 The Contractor shall develop and agree with the Authority a schedule of Maintenance Services and Works (the "**Asset Forward Maintenance**") to form the Asset Forward Maintenance Plan that shall flow from and form part of the Built Environment and M&E Assets Condition Verification Report and be updated in accordance with **clause 19.1 (Built Environment and M&E Assets Condition Verification)**.
- 4.11.2 The Authority shall make available any and all previous surveys, reports and lifecycle replacement information which may assist the Contractor in compiling the Asset Forward Maintenance Plan. The Authority shall not take any responsibility for, and does not warrant the accuracy of, any existing surveys, reports and lifecycle replacement information that it provides to the Contractor and any such data is for information purposes only.
- 4.11.3 The Contractor shall ensure that the Asset Forward Maintenance Plan includes:
  - 4.11.3.1 the frequency, schedule of tasks, input requirements, whether tasks are categorised as statutory and mandatory, maintenance standards to be applied and resource requirements for all Maintenance Services (and details of instances where the maintenance will result in an Unavailable Prisoner Place);
  - 4.11.3.2 all the maintenance requirements of the Contract ranging from the day-to-day routine maintenance activities through to major asset management activities, including utilities usage and major capital equipment maintenance and refit planning;
  - 4.11.3.3 identified and quantifiable anticipated energy/ carbon/water saving benefit of the proposed Asset Forward Maintenance;



- 4.11.3.4 a detailed RAMS for all scheduled Asset Forward Maintenance;
- 4.11.3.5 due account of any relevant equipment manufacturers' recommendations, relevant Legislation, SFG20 Maintenance Task Schedules and industry best practice specifications, including Good Industry Practice, and the Contractor's experience of similar equipment and Asset Forward Maintenance;
- 4.11.3.6 where Asset Forward Maintenance needs to be undertaken more than once a Year, that such Asset Forward Maintenance is programmed to be undertaken on an appropriate rolling programme throughout the Contract Period and as set out in the Asset Forward Maintenance Plan;
- 4.11.3.7 due consideration that Planned Preventative Maintenance will include but will not be limited to:
- (a) planned routine maintenance process which will be managed and controlled by the Contractor's own preferred CAFM system;
  - (b) planned routine maintenance tasks which will be in accordance with the Building Engineering Services Association's (BESA) guidelines for all mechanical, electrical building services and public health engineering services;
  - (c) planned routine maintenance to internal and external building structure and fabric, in accordance with **Appendix 1 (Maintenance Standards for the Prison)** of this **Schedule 11 (Property and Facilities Management)**;
  - (d) planned routine maintenance to grounds and landscaping including all planting and trees, which will be in accordance with good horticultural standards with regard to moving frequencies, pruning, weed control, tree surgery, bedding care and replanting;
  - (e) energy management processes; and



- (f) the various impacts on flora and fauna of undertaking maintenance activities at specific times of year, which should not be detrimental to biodiversity.

4.11.4 The maintenance tasks in the Asset Forward Maintenance Plan are indicative and the Contractor shall ensure it completes all maintenance as needed to ensure it delivers its obligations in accordance with this **Schedule 11 (Property and Facilities Management)** and the Contract.

4.11.5 The Contractor shall comply with the Asset Forward Maintenance Plan for the relevant year that fulfils the requirements of this **paragraph 4.11 (Asset Forward Maintenance Plan)** and shall ensure the requirements are made available on the Contractor's or Authority's provided CAFM system in accordance with the following process:

- 4.11.5.1 not less than six (6) weeks prior to the commencement of an Asset Forward Maintenance Plan, the Contractor shall provide the Authority with a proposed Asset Forward Maintenance Plan;
- 4.11.5.2 the Authority shall notify the Contractor of any comments;
- 4.11.5.3 the Contractor shall revise the proposed Asset Forward Maintenance Plan to take account of the Authority's comments, and will resubmit it to the Authority;
- 4.11.5.4 if the Authority has any further comments the process at **paragraphs 4.11.5.2 and 4.11.5.3 (Asset Forward Maintenance Plan)** will be repeated until the Asset Forward Maintenance Plan is accepted in full by the Authority without comment;
- 4.11.5.5 if the Authority notifies the Contractor that it has no comments, or fails to notify the Contractor of any comments within three (3) weeks of receiving the proposed Asset Forward Maintenance Plan (or the revised programme, as the case may be), the Contractor may proceed to implement the programme;
- 4.11.5.6 any comments provided, no comment or absence of comment by the Authority will not in any way relieve the Contractor of any of its obligations, responsibilities or liabilities under the Contract; and



- 4.11.5.7 the Contractor shall prioritise work on the CAFM system and make adjustments to suit availability of resources and access. Any such adjustments will be submitted to the Authority for comments in accordance with **paragraphs 4.11.5.1 to 4.11.5.6 (Asset Forward Maintenance Plan)** above.

#### 4.12 **Asset Forward Replacement Plan**

- 4.12.1 The Contractor shall develop and agree with the Authority a schedule of Works to form the Asset Forward Replacement Plan that shall form part of the Built Environment and M&E Assets Condition Verification Report and be updated in accordance with **clause 19.1.6 (Built Environment and M&E Assets Condition Verification)**.
- 4.12.2 The Authority shall make available any and all previous surveys, reports and lifecycle replacement information which may assist the Contractor in compiling the Asset Forward Replacement Plan. The Authority shall not take any responsibility for, and does not warrant the accuracy of, any existing surveys, reports and lifecycle replacement information that it provides to the Contractor and any such data is for information purposes only.
- 4.12.3 The Contractor shall develop the Asset Forward Replacement Plan with the best interests of the establishment and function in mind including in-use energy and water performance and maintaining or enhancing existing habitats. Where energy and water consuming parts and equipment require replacement, they should be replaced with more efficient versions where feasible.
- 4.12.4 The Asset Forward Replacement Plan shall include replacements, refurbishments and reconstructions as a result of any Reactive Maintenance, Minor Maintenance Work or Major Maintenance Works, or other reason.
- 4.12.5 The Contractor accepts full responsibility for all risks and liabilities relating to the management and delivery of the Asset Forward Replacement Plan.
- 4.12.6 The Asset Forward Replacement Plan shall include details of the costs for each relevant year, as updated annually, in accordance with the requirements for the Lifecycle Cost Programme. Such updates (and the incurrence of such costs) shall not permit the Contractor to increase the Contract Price payable in respect of the Lifecycle Cost Programme.



4.12.7 The Contractor shall ensure that all workmanship, parts, materials, plant and systems replaced under the Asset Forward Replacement Plan will be in accordance with Good Industry Practice and meet the Authority's standards and will be at least as good or better than the workmanship, parts, materials, plant and systems it replaces. In delivering the Asset Forward Replacement Plan (including a list of those specific Lifecycle Works included within the Contractor's Lifecycle programme) the Contractor shall select appropriate replacements taking into account the Authority's sustainability outcomes, up to date technological advances and the lifespan of the replacements.

4.12.8 The Authority retains the right to approve such replacements, refurbishments and reconstructions as and when necessary.

#### 4.13 **Minor Maintenance Works**

4.13.1 The Contractor shall provide the Minor Maintenance Works which will include but not be limited to: refurbishment of building services plant; complete replacement or modification of plant and systems that are beyond economic repair; alterations due to changed lay-outs; structural alterations; building refurbishment; and emergency or disaster recovery. The Parties agree that:

4.13.1.1 the Minor Maintenance Works shall form part of the Asset Forward Replacement Plan and/or part of the Asset Forward Maintenance Plan;

4.13.1.2 the Contractor shall ensure that it provides all requisite labour resources (including in respect of management, administration, technical, specialist consultancy services) to cope with the peak cyclical demands of the Minor Maintenance Works, which may be required at short notice;

4.13.1.3 all Minor Maintenance Works must be carried out in accordance with all Approved Codes of Practice, Authority Policies, Property Technical Standards and Enforcing Authorities' guidelines and best practice. All approvals required under Legislation and/or under Authority Policies must be obtained before any Minor Maintenance Works may commence;

4.13.1.4 where energy and water consuming parts and equipment require replacement as part of Minor Maintenance Works, they should be replaced with more efficient versions where feasible;



4.13.1.5 the Contractor shall ensure that all Minor Maintenance Works comply with all aspects of the health and safety Legislation and that the Prisoners, staff (including Contractor's Staff), visitors and other organisations providing services to the Prison are not adversely affected. All Minor Maintenance Works must be to the relevant standard in accordance with this Schedule with regard to design, execution, workmanship, finishes, cleanliness, commissioning, operation, documentation and handover; and

4.13.1.6 any Minor Maintenance Works that entail the replacement of plant or systems or changes to finishes and operation, must be captured within the CAFM system and the Authority's records amended as appropriate.

#### 4.14 Major Maintenance Works

4.14.1 The Contractor shall ensure that it or its Sub-Contractor(s) carry out the design, construction, installation, completion, commissioning and testing of any Major Maintenance Works so that:

4.14.1.1 they shall be completed on or before any completion dates agreed with the Authority;

4.14.1.2 they shall at all times fully comply with, and meet all the requirements of:

- (a) this Contract, including **clause 10 (Duties Under CDM Regulations)** and **clause 16 (Works)**;
- (b) this **Schedule 11 (Property and Facilities Management)**;
- (c) Construction Contractor Good Industry Practice and all Consents;
- (d) without prejudice to **clause 58 (Changes in Law)** of the Contract, all applicable Legislation;
- (e) technical standards, physical and special security guides, and the Building Regulations 2010, unless otherwise agreed in writing by the Authority;



- (f) the Sustainable Construction BREEAM Policy and where not covered by the Sustainable Construction BREEAM Policy, they will still be performed to a standard that enhances the sustainability of the Site, in particular increasing resource efficiency, reducing carbon emissions and waste and enhancing biodiversity in accordance with **Schedule 12 (Sustainability)**;
  - (g) (where it involves a new building) a standard which achieves an 'Outstanding Marking' in accordance with BREEAM (unless a derogation to 'Excellent' is obtained in writing from the Authority on the grounds that this is not commercially or technically feasible); and
  - (h) (where it involves any refurbishment Works) a standard which achieves an 'Excellent Marking' in accordance with BREEAM (unless a derogation to 'Very Good' is obtained in writing from the Authority on the grounds that this is not commercially or technically feasible);
- 4.14.1.3 all persons employed in connection with the performance of Major Maintenance Works will have the skills, knowledge and experience, and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake;
- 4.14.1.4 all aspects have appropriate supervision, instructions and information so that Works can be carried out without risks to health and safety and in accordance with this Contract and having regard to the activities which are carried on or at the Prison or Site;
- 4.14.1.5 any Major Maintenance Works are maintained in good order, kept in a safe condition and protected from damage, and working areas of the Prison, are secure against trespassers, clean and tidy so far as practicable having regard to the nature of the Works;
- 4.14.1.6 adequate retaining and supporting walls or other temporary Works are provided to support any Adjoining Property during the carrying out of any Major Maintenance Works; and



- 4.14.1.7 any Major Maintenance Works are performed at all times in a manner that is not, or is not likely to be, injurious to health, impact expected safety standards or to cause damage to property.
- 4.14.2 Before commencing any Major Maintenance Works, the Contractor shall fully acquaint itself with:
  - 4.14.2.1 its duties under the CDM Regulations;
  - 4.14.2.2 all available plans, operating and maintenance manuals and drawings in sufficient detail as to enable the Contractor to maintain, dismantle, re-assemble and adjust all parts of the plant and buildings as part of the Works, taking into account the risks to anyone who may be affected, and the measures needed to protect them;
  - 4.14.2.3 any existing health and safety files;
  - 4.14.2.4 the Site, including any specific local induction protocols and measures for supervision, information and instruction of workers;
  - 4.14.2.5 any available local condition reports, summaries, drawings and sketches; and
  - 4.14.2.6 any further documentation or information to provide them with sufficient assurance that Works can be undertaken safely and without risk to health.
- 4.14.3 In carrying out any Major Maintenance Works the Contractor shall;
  - 4.14.3.1 comply with (and ensure that any Sub-Contractor complies with) any reasonable directions of the Authority's Representative;
  - 4.14.3.2 be responsible for providing for all security related issues;
  - 4.14.3.3 be responsible for providing all protective barriers and warning notices in relation to the Works necessary to prevent unauthorised access and protect all persons including owners and occupiers of Adjoining Property, members of the public, Prisoners, the Authority's staff and others from injury; and
  - 4.14.3.4 not (and will ensure that any Sub-Contractor will not) use any apparatus or tools provided for use by Third Parties on the Site.



- 4.14.4 The Contractor agrees that all parts and materials supplied as part of the Major Maintenance Works are the property of the Authority which will at the end of the Contract Period form part of the Exit Legacy Assets and shall be noted on the Equipment Register.
- 4.14.5 The Contractor (and any appointed Sub-Contractor) shall not make any alteration to the Major Maintenance Works without the prior written consent of the Authority's Representative.
- 4.14.6 The Contractor shall inform the Authority when replacement parts are required for any Major Maintenance Works and ensure that all replacement parts are of the same, similar or better standard than that which is being replaced. Where possible, replacement parts should improve energy and water efficiency, reduce carbon emissions and waste and enhance biodiversity.
- 4.14.7 The Contractor shall be responsible for conducting all necessary risk assessments and the production of all method statements to carry out all Works, inspections and tests as specified by this Contract.
- 4.14.8 The Contractor shall be responsible for obtaining and complying with all necessary Consents and permits to work, including those relating to testing, excavation, energy (isolation, electrical), hot Works, restricted area Works (such as asbestos, confined space) and system Works (sealed, fire detector).
- 4.14.9 The Contractor shall be fully responsible for ensuring that all persons working on the Site are provided with the appropriate and suitable personal protective equipment applicable to the tasks being carried out by those persons.
- 4.14.10 For the avoidance of doubt, pursuant to **clause 19.3 (Repair)**, the Contractor shall be responsible to the Authority for the cost of all repairs that are required due to the Contractor's failure to carry out any Major Maintenance Works in accordance with the terms of this Contract, together with the cost of providing any necessary temporary service while the repair is being carried out.
- 4.14.11 The Contractor shall take responsibility for the selection, design and specification of any Works and the selection of goods, materials, plant and equipment for incorporation therein as part of any Major Maintenance Works and warrants that any Works as designed and constructed and/or installed will discharge such responsibility, that the same has been or will be designed or selected with all the reasonable skill, care and diligence to be expected of a duly qualified and experienced designer undertaking the design of Works similar in scope and



character to the Major Maintenance Works and any Works will be carried out to the standards specified in this Contract or if not specified with all reasonable skill and care.

- 4.14.12 The Contractor shall, at the request of the Authority, provide such information as the Authority will reasonably require to enable the Authority to assess actual progress of any Major Maintenance Works relative to the planned progress of such Major Maintenance Works, which will be prepared in accordance with Construction Contractor Good Industry Practice and will be in sufficient detail so as to enable the Authority's Representative to monitor the progress including all commissioning activities and likely future progress of the Works.
- 4.14.13 The Contractor shall, for the benefit of the Authority, use all reasonable endeavours to secure guarantees and/or warranties from any suppliers or Sub-Contractor(s) for equipment and/or materials and/or services in connection with any Major Maintenance Works which shall either be capable of novation to the Authority or transferred to the Authority with provisions that it can call on such guarantees and/or warranties in the forms required under this Contract.
- 4.14.14 The Authority shall provide the Contractor with access to its 'Electronic Drawing Management System' in order that existing surveys and reports can be reviewed in respect of Major Maintenance Works. The Authority shall not be responsible for any existing surveys, reports and lifecycle replacement information in this regard and any such data is for information purposes only. 'BIM level 2' is a requirement of the Authority for all Major Maintenance Works.
- 4.14.15 The Contractor shall provide all designs and options (supported by full life cycle costings including building components, mechanical and electrical services, staff and energy) to the Authority for comment.
- 4.14.16 The data capture process shall be undertaken to ensure that all project data for Major Maintenance Works is captured and Site Plans and the like are kept up to date both during and upon completion of the relevant project. Data and drawings of completed Major Maintenance Works shall be provided to the Authority in CAD format (or such other format as specified by the Authority from time to time).
- 4.14.17 The Contractor shall be responsible for obtaining from the Authority any required certification (including Cell Certificates) relating to any Major Maintenance Works.
- 4.14.18 The Contractor shall be fully responsible for all Major Maintenance Works.



4.14.19 Without prejudice to the generality of **paragraph 4.14.11**, the Contractor, using all the reasonable skill, care and diligence to be expected of a duly qualified and experienced designer undertaking the design of works similar in scope and character to the Major Maintenance Works, shall not specify for use, approve for use, and/or accept any materials, components, goods, equipment, products and/or plant (of any type and/or nature) in connection with the Major Maintenance Works which, at the time that the Major Maintenance Works are being provided and/or undertaken by or on behalf of the Contractor, are generally accepted or reasonably suspected of:

- 4.14.19.1 being Prohibited Materials in themselves;
- 4.14.19.2 becoming Prohibited Materials when used in a particular situation and/or in combination with other materials, components, goods, equipment, products and/or plant (of any type and/or nature);
- 4.14.19.3 becoming Prohibited Materials with the passage of time;
- 4.14.19.4 becoming Prohibited Materials without a level of maintenance which is higher than that which would normally be expected of a structure of the type under construction or to be constructed by the Contractor as part of the Major Maintenance Works; and/or
- 4.14.19.5 being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed,

and if the Contractor becomes aware that it or any person engaged in connection with any Major Maintenance Works (including its Sub-Contractors and other sub-contractors at any tier) has specified, approved and/or used any materials, components, goods, equipment, products and/or plant of the type and/or nature specified in (or are analogous to those referred to in) this **paragraph 4.14.19**, the Contractor shall immediately notify the Authority's Representative of the same in writing.

#### 4.15 **Building Management System**

4.15.1 In providing the Maintenance Service, the Contractor shall operate a Building Management System in a competent, pro-active manner so as to control all of the



Building Management Systems and the internal environment and to maintain a secure and reliable operation of the Prison and Site.

- 4.15.2 The Contractor shall monitor any departures from agreed environmental parameters and shall take actions to rectify.
- 4.15.3 Before adjusting set points or modifying software the Contractor shall fully understand the effect these actions may have on the air conditioning and other building services and associated systems, process, energy efficiency and take cognisance of the internal and external environment.
- 4.15.4 The Contractor shall ensure that the Building Management System is periodically upgraded as and when software versions are issued with the cost of these upgrades including software and other hardware falling within the scope of the Services and shall comply with the provisions of **clause 9.8 (Malicious Software)** in respect of the same.
- 4.15.5 The Contractor shall ensure that the Building Management System and all modules, outstations or equipment connected to it forms part of the maintained Assets and is maintained and serviced as part of the Maintenance Service.
- 4.15.6 The Contractor shall ensure that the Building Management System is configured to operate building systems at optimum energy efficiency.

#### 4.16 **Computer Aided Facilities Management System**

- 4.16.1 The Contractor shall operate either the Authority's provided, or its own CAFM system to manage, amongst other things, all aspects of maintenance, Asset Register, tasks, frequencies and history files in accordance with the Contract. If the Contractor elects to use its own CAFM system then all necessary data and any other data as may be required by the Authority must be shared in real-time with the Authority's CAFM system, in the same format and structure as prescribed by the Authority's CAFM. The Contractor shall:
  - 4.16.1.1 ensure that any physical changes, remodelling and/or replacements to Assets meet or exceed the standard of those Assets as at the Practical Completion Date;
  - 4.16.1.2 provide the following:



- a) Planned Preventative Maintenance of Buildings and external Works including:
- Building fabric and fittings;
  - external Works;
  - rainwater installations;
  - below ground drainage; and
  - landscape and habitat management;
- b) Planned Preventative Maintenance mechanical, public health & electrical engineering systems including:
- heating systems (MTHW & LTHW)
  - air movement systems
  - refrigeration systems
  - water treatment systems
  - cold water supply systems
  - domestic hot water supply systems
  - compressed air systems
  - natural gas equipment / appliances
  - sewage ejectors
  - sanitary ware
  - sump pumps
  - drainage systems (internal waste above ground)
  - natural gas supply systems
  - fuel & oil supply systems



- fire detection and suppression safety systems
- fire extinguishers
- lighting systems with emergency lighting (including external lighting)
- electric supply systems (HV & LV)
- electric supply systems (back up LV and HV including)
- electric small power
- static ups units
- lightning protection
- water heaters (all types)
- trace heating
- portable electric equipment
- technology equipment rooms (power & environmental controls)
- building management system
- access control
- CCTV monitoring equipment
- intruder alarm system
- security systems
- motorised doors and shutters
- flood pumps
- waste compactors



- refrigerant detection
  - sprinkler installation
  - PA systems
  - lift installations
  - power factor correction equipment
- c) reactive & emergency repair of Buildings & external Works
- d) reactive & emergency repair of mechanical, public health & electrical engineering
- e) Reactive Maintenance of furniture;
- f) Planned Preventative Maintenance and reactive and emergency repair of catering equipment including:
- kitchen equipment, including ventilation
  - food preparation equipment
  - refrigerated food storage
  - vending machines
- g) regular testing of mechanical, electrical and other equipment, including:
- mechanical & electrical equipment (including metering systems)
  - emergency lighting
  - generator testing
  - microwave ovens
  - fire suppression systems
  - fire detection systems



- fire extinguishers
- lightning protection
- natural gas appliances
- portable appliance testing
- lift installation / testing
- pressure vessel installation / testing
- public health inspections
- water hygiene
- water treatment

h) management and attendance at statutory, insurance and health & safety inspections and testing, including:

- bulk petroleum storage & tanks
- compliance with fire certificates / regulations
- asbestos
- air quality
- temperature
- humidity
- lighting
- ventilation systems
- refrigeration equipment
- disability discrimination inspections
- mansafe / latchway fall arrest systems



- safety eyebolts
  - lifting equipment
  - work equipment
  - access equipment
  - gym equipment
  - electrical testing
  - catering equipment
  - fire alarms
  - fire precautions
  - fire safety
- i) management and upkeep of all records and building databases, including:
- RAMS
  - COSHH database
  - O&M manuals
  - CDM Files
  - asbestos
  - water logs (treatment & hygiene)
  - assets (including the Asset Forward Maintenance Plan, Asset Forward Replacement Plan and Equipment Refresh Plan)
  - confined spaces
  - electrical equipment

- refrigeration equipment
- combustion equipment
- fire alarms
- energy logs
- approved sub-contractors
- waste management, licences, permits & disposal logs.

4.16.1.3 provide all ICT Equipment to operate, file, share and print all necessary activities relating to its elected CAFM system; and

4.16.1.4 keep the Authority's Representative apprised of the CAFM system and keep records on such system as to the quality and effectiveness of the system the Contractor implements (where applicable). The data stored on the CAFM system, including but not limited to that used to populate the Authority's CAFM system, shall be and remain the property of the Authority and as such all such data and information will be made fully available to the Authority's Representative promptly and in any event within fourteen (14) Days of request, and will be handed back to the Authority on expiry or earlier termination of this Contract, as the case may be, in such form as the Authority may reasonably require.

#### 4.17 **Management information and record verification**

4.17.1 The Contractor shall permit all records referred to in this **Schedule 11 (Property and Facilities Management)**, including those held on the CAFM system, to be examined and copied by the Controller and other representatives of the Authority, and by the Comptroller and Auditor General and their representatives in accordance with the provisions of **clause 64.4 (Auditor)**.

4.17.2 The Contractor shall provide a Monthly FM summary management report relating to the records referred to in **Schedule 11 (Property and Facilities Management)** in a format agreed in writing by the Authority. Without limitation, the Monthly FM summary management report will, in addition, include the following:

4.17.2.1 Reactive Maintenance:



a) a summary of Reactive Requests issued in total that Month for each Priority Rating;

b) a summary of Reactive Requests due to be completed within that Month, including those issued that Month and in previous Months (and reasons for any delay); and

c) the following breakdowns for each Priority Rating (A, B, C, D) due to be completed within that Month (where relevant):

- the volume of Reactive Requests to “Attend and Make Safe” that were achieved within the permitted timescales, and the volume of those failed;
- the volume of Reactive Requests for “Temporary Fix” that were achieved within the permitted timescales, and the volume of those failed;
- the volume of active Resolution Plans that were due to be successfully delivered so as to achieve resolution within that Month, and the volume of those failed; and

d) a summary of Reactive Requests issued that have yet to be resolved, including details of the Priority Rating, total duration since the first related Reactive Request was issued and stage of address - including which of ‘Attend and Make Safe’, ‘Temporary Fix’, ‘Permanent Resolution’ are required and whether they have been achieved yet; and

4.17.2.2      Planned Preventative Maintenance:

a) a summary of Planned Preventative Maintenance tasks due to be completed in that Month for each category (Priority Task and Non-Priority Task) including those that have been carried over from the previous Month and the reason for carry over and any potential or actual delays for the Month and the following Month; and

b) a breakdown for each category (Priority Task and Non-Priority Task) of the volume due for completion that were successfully completed, and the volume of those that were not completed.



- 4.17.3 The records referred to in this **Schedule 11 (Property and Facilities Management)** shall be retained in accordance with and for the periods specified by Legislation or the provisions of **clause 64.10 (Retention of Records)** (whichever is longer).

5. **Cleaning**

5.1 **Cleaning Services**

- 5.1.1 The Contractor shall provide cleaning services to the Prison (the "**Cleaning Services**"), which shall include:

- 5.1.1.1 cleaning of the Prison Cells, welfare facilities, kitchens, food prep areas, storage areas, the landings, all floors, corridors, fire escapes, stair cases (internal and external), high level areas, external window and façade, grease trap and interceptor, roof areas, drains, gullies, culverts, down pipes, hard standing, pathways, grounds generally to include snow and ice clearance;
- 5.1.1.2 reactive cleaning of body-fluid spills and other contamination;
- 5.1.1.3 developing and complying with procedures for contaminated waste and sharps and ensuring that staff are suitably trained to deal with such work;
- 5.1.1.4 purchase, use, storage and disposal of all chemicals relating to the cleaning activities in accordance with the Authority Cleaning Specification (redacted), manufacturer's REACH compliant Safety Data Sheets (SDS), COSHH risk assessment and listed in the COSHH register as necessary;
- 5.1.1.5 emptying and disinfecting all bins and waste receptacles on a regular basis;
- 5.1.1.6 keeping to a minimum the amount of waste stored on Site;
- 5.1.1.7 developing and implementing recycling initiatives and other initiatives and recording data relating to such initiatives and providing such data to the Authority's Representative upon request;



- 5.1.1.8 deep cleaning of all kitchen, food prep areas, laundry rooms, ductwork, delivery areas and waste storage areas, such areas to be kept clean and odour free; and
- 5.1.1.9 cleaning of healthcare areas where Healthcare Services and/or Social Care Services are provided in accordance with the provisions set out in **Part 5 (Healthcare) of Schedule 1 (Authority's Custodial Service Requirements)** and **Part 6 (Social Care) of Schedule 1 (Authority's Custodial Service Requirements)** and/or areas where Probation Services are provided.
- 5.1.2 The Contractor shall deliver Cleaning Services that are planned and delivered in line with the risk-based approach principles developed by the British Institute of Cleaning Science (BICS). The Contractor shall develop cleaning schedules that suitably meet the various requirements of different areas within the Prison at least to the same standard as the BICS standards, as follows:
  - 5.1.2.1 Basic Cleaning – BICS Standard I;
  - 5.1.2.2 Normal – BICS Standard II;
  - 5.1.2.3 Prestige – BICS Standard III;
  - 5.1.2.4 Hygiene Areas – BICS Standard VI; and
  - 5.1.2.5 Healthcare Facilities – BICS Standard V.
- 5.1.3 A clear approach to reactive cleaning shall be developed by the Contractor to respond to spillages, accidents, the removal of graffiti, spilling of bodily fluids or any other relevant incidents that require cleaning outside of planned cleaning schedules as part of the Cleaning Services. This approach to reactive cleaning is to be agreed by the Authority's Representative and shall cover the following:
  - 5.1.3.1 an approach to reactive cleaning that prioritises response according to the risk to Prisoners, Contractor's Staff or visitors posed should cleaning not be carried out; and
  - 5.1.3.2 appropriate response times for responding to incidents at each risk level.



## 5.2 Prisoners

5.2.1 Pursuant to **Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**, the Contractor shall ensure that where appropriate any Prisoners undertaking any Maintenance Services:

- 5.2.1.1 are suitable for such work;
- 5.2.1.2 are suitably trained prior to commencing work and that any such work on which they are engaged is classed as development or accredited training;
- 5.2.1.3 are allocated tasks that are commensurate with their individual skills and abilities;
- 5.2.1.4 are provided with specific and appropriate personal protective equipment;
- 5.2.1.5 are monitored and supervised by a suitably trained member of the Contractor's Staff;
- 5.2.1.6 are not employed on security systems, locking or other associated Works that may infringe on the safe operation of the Prison or place others at risk;
- 5.2.1.7 have training records maintained for them by the Contractor; and
- 5.2.1.8 have been provided with the prior written approval of the Authority's Representative to carry out such Maintenance Services prior to commencing such work.

## 6. Health & Safety Compliance

### 6.1 Compliance

6.1.1 The Contractor shall ensure compliance on all matters relating to health and safety Legislation including, but not limited to, the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, the Regulatory Reform (Fire Safety) Order 2005, the CDM Regulations, the Building Regulations 2010 and the Equality Act 2010 in respect of their operations and the Site. In meeting this requirement, the Contractor shall ensure that it has sufficient



competent resource in place to advise the Contractor on all technical and professional health and safety matters relating to their operations and the Site.

## **6.2 Statutory Inspections**

- 6.2.1 The Contractor shall carry out (in conjunction with third party insurers and inspectors as necessary) such examinations and inspections as required by Legislation of the plant and work equipment and carry out any attendance work required to ensure health and safety during such statutory examinations and inspections, including but not limited to ensuring suitable and sufficient RAMS are in place for the work, and any necessary health and safety information sharing with other relevant parties is undertaken before commencement of any such work. If any statutory examination or inspection reveals that any remedial action is required, the Contractor shall carry out such remedial action at the Contractor's cost.

## **6.3 Periodic Testing, Inspection & Maintenance**

- 6.3.1 The Contractor shall arrange regular inspection and testing of the plant, systems and work equipment in accordance with Legislation, ACOPs, risk assessments, written schemes and SFG20 Maintenance Task Schedules, issuing all test certificates and specialist reports in duplicate and providing one copy to the Authority's Representative. The Contractor shall retain the second copy for insertion into the relevant section of the Maintenance Management System and Site Records.

## **6.4 Accreditation**

- 6.4.1 The Contractor shall ensure through constant interaction and correspondence with the Authority, that a holistic approach in accordance with SFG20 Standards is taken to the execution of health and safety management and control, and in relation to the Contractor's operations and the Site, shall update the following information and provide copies of such updated information to the Authority's Representative:
- 6.4.1.1 the Contractor's policy statement(s) concerning the Health and Safety at Work etc. Act 1974;
  - 6.4.1.2 details of the Contractor's appointed competent health and safety resource including details of relevant skills, knowledge and experience to manage health and safety;



- 6.4.1.3 the Contractor's procedure for managing health, safety & welfare in connection with COSHH, Legionella, radon gas or any other procedure concerning the Contractor's control of risk as requested from time to time by the Authority's Representative;
- 6.4.1.4 relevant RAMS, or examples thereof, which form part of a wider 'Safe System of Work';
- 6.4.1.5 evidence of information, instruction and training to confirm that all the Contractor's employees have been made aware of their responsibilities under Health and Safety at Work etc. Act 1974 and to guarantee the professional expertise and competency of all Contractor's Staff;
- 6.4.1.6 the Contractor's environmental policy statement and in particular goals and objectives for minimising waste, improving sustainability and preventing the release of ozone depleting substances such as chlorofluorocarbons (CFCs), hydro chlorofluorocarbons (HCFCs) and halons into the atmosphere, and in respect of Sections 33 and 34 of the Environmental Protection Act 1990 concerning the management of waste;
- 6.4.1.7 all relevant current insurance certificates, accreditations, Consents and licences; and
- 6.4.1.8 evidence of compliance with all relevant Authority Policies including PSO 5901 and PSI 17/2012 and any other manuals as produced by the Authority from time to time.

## **6.5 Functional Safety**

- 6.5.1 The Contractor shall ensure that it provides for the proper management of the requirements of health and safety Legislation and other Legislation, ACOPs and implements SFG20 Standards.
- 6.5.2 The Contractor shall ensure that it provides effective arrangements for Site safety (including RAMS and written policies and procedures) and ensure that they are safely and properly carried out, sufficiently recorded, monitored and reviewed, and are revised where necessary to ensure health and safety, legal compliance and continual improvement of health and safety performance.



- 6.5.3 The Contractor shall ensure that all Maintenance Services are undertaken with due regard to written standards, procedures, schedules and necessary records and documentation, such documentation will be provided and updated as required.
- 6.5.4 The Contractor shall ensure persons carrying out Maintenance Services have the required level of competence to do so safely and are provided with any necessary guidance and support including procedures and equipment. Where the Contractor employs third parties to undertake such work, they should also ensure said third parties have the required level of competence to carry out Maintenance Services safely and in accordance with any relevant Legislation. The Contractor shall ensure any Maintenance Services are compliant with applicable building regulations, fire prevention regulations, occupational health, safety and environmental legislation, ACOPs, and SFG20 Maintenance Task Schedules.
- 6.5.5 The Contractor shall be responsible for defining within their operating quality management system, the arrangements for producing, publishing, updating and storing all health and safety and environmental library documents, including:
- 6.5.5.1 'Safe Systems of Work';
  - 6.5.5.2 maintenance function risk assessments;
  - 6.5.5.3 method statements, planned, reactive and service contractor maintenance;
  - 6.5.5.4 the Regulatory Reform (Fire Safety) Order 2005 requirements;
  - 6.5.5.5 emergency provision and response plans;
  - 6.5.5.6 personal protective equipment registers / assessments;
  - 6.5.5.7 hazardous substance requirements (Control of Substances Hazardous to Health Regulations 2002, Registration, Evaluation, Authorisation & Restriction of Chemicals Regulation (EC) 1907/2006, Control of Lead at Work Regulations 2002, Control of Pesticides Regulations 1986, Dangerous Substances and Explosive Atmospheres Regulations 2002, Control of Major Accident Hazards Regulations 2015);
  - 6.5.5.8 radiation requirements;
  - 6.5.5.9 noise and vibration requirements;



- 6.5.5.10 manual handling arrangements;
- 6.5.5.11 permit to work systems;
- 6.5.5.12 Electricity at Work Regulations 1989, and Control of Electromagnetic Fields at Work Regulations 2016 requirements;
- 6.5.5.13 CDM arrangements;
- 6.5.5.14 Provision and Use of Work Equipment Regulations 1998 / Lifting Operations and Lifting Equipment Regulations 1998 / Pressure Systems Safety Regulations 2000 requirements;
- 6.5.5.15 confined space requirements;
- 6.5.5.16 asbestos management requirements; and
- 6.5.5.17 working at height arrangements;
- 6.5.5.18 incident reporting (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013) and investigation requirements;
- 6.5.5.19 Transport and the International Carriage of Dangerous Goods by Road (ADR) requirements;
- 6.5.5.20 welfare arrangements; and
- 6.5.5.21 environmental, energy, water, waste and Sustainability Requirements.

6.5.6 The Contractor shall ensure all health and safety and environmental library documents are kept up-to-date and the Contractor shall make these available immediately to the Authority on request. In respect of the Authority's personnel, the Contractor shall work in close co-operation with the Authority's Representative and any other relevant persons, to ensure compliance with personnel and data protection requirements in relation to information held.

## 6.6 CPFSI

6.6.1 By virtue of the Site being Crown premises the Enforcing Authority in respect of the fire safety is CPFSI. Although the Contractor is not obligated to meet



recommendations made by CPFSI any risks associated with failure to act on the recommendations belong solely to the Contractor.

**6.7 Notice Boards**

- 6.7.1 The Contractor shall, in conjunction with the Authority's Representative, be responsible for the publication of all health and safety notices for employees and others and all other necessary signage in the Prison throughout the Contract Period.

**6.8 Signage**

- 6.8.1 The Contractor shall be responsible for maintaining and replacing any signage in the Prison associated with health and safety Legislation and the Equality Act, and shall support the identification of any other statutory/recommended signage and remain fully aware of the condition of the installed signage and to be fully satisfied with its condition unless the Authority's Representative has notified the Contractor in writing to the contrary.

**6.9 Consultation and Communication**

- 6.9.1 The Contractor shall provide to the Authority a single point of contact for all professional advice pertaining to health and safety matters as they relate to the delivery of the Services and the management of the Prison and the Site. The Contractor shall ensure the point of contact receives any communication in respect of information, including queries, on health and safety matters and shall respond in a timely manner.
- 6.9.2 The Contractor shall report to the Authority's Representative Monthly on all health and safety matters and conduct an bi-annual review of all health and safety matters with the Authority's Representative, including health and safety and fire safety performance, any matters outstanding, recommended Works programmes, accident and incident reporting, audit and assurance programme findings, third-party certification surveillance visits, exception reporting, and shall issue formal minutes of the bi-annual review within one week of its taking place. The Contractor shall attend the Authority's Representative's regular health and safety meetings as required and involve trade unions or appointed safety representatives as appropriate.
- 6.9.3 The Contractor shall inform the Authority's Representative immediately of any contacts with Enforcing Authorities and approaches to the Contractor in relation to fees for intervention, warnings and/or enforcement action in relation to its



obligations under the Contract or those that may impact on the reputation of the Authority.

## **7. Supply Chain Management**

### **7.1 Sub-Contractors selection**

7.1.1 The Contractor shall identify within the Asset Forward Replacement Plan and Asset Forward Maintenance Plan which parts of the Maintenance Services are intended to be subcontracted out and that they intend to keep in-house.

7.1.2 The Contractor shall be responsible for the management of Sub-Contractors at each stage, including vetting and engagement to ensure adequate competence at all levels, and to comply with statutory requirements and this **Schedule 11 (Property and Facilities Management)** at all times.

7.1.3 The Contractor shall comply with the provisions of **clause 72.5 (Sub-Contractors)** at all times when selecting and managing Sub-Contractors under this **paragraph 7 (Supply Chain Management)**.

### **7.2 Sub-Contractor Management**

7.2.1 The Contractor shall outline how they propose to manage its Sub-Contractors to ensure that Works/Services undertaken are of an acceptably high standard, completed in a timely manner and comply with all relevant quality, technical, health and safety, environmental and security requirements.

7.2.2 The Contractor's management arrangements of its Sub-Contractors will include all aspects of security, quality, performance, improvement and where required replacement.

7.2.3 The Contractor shall provide, monitor and maintain an approved list of Sub-Contractors which have proven relevant skills, qualifications, financial management, environmental management and operational experience relevant to the Services and satisfaction of the Contractor and Authority.

7.2.4 The Contractor shall ensure that its Sub-Contractors comply with the obligations set out in this **Schedule 11 (Property and Facilities Management)**, **Schedule 12 (Sustainability)** and **Schedule 15 (Performance Mechanism)**.



### 7.3 **Critical Spares Management**

7.3.1 The Contractor shall ensure that sufficient levels of critical spares will be made available to ensure the safe operation of the Prison and the provision of the Maintenance Services required under this Contract.

7.3.2 The phrase "critical spares" should be taken to include, but not be limited to:

7.3.2.1 life safety equipment such as general alarm spares, fire alarm spares, cell call spares, fire maintenance spares (extinguishers, misters etc.); and

7.3.2.2 Prison Cell equipment such as beds, toilet and bathroom furniture, lights, tubes and cell plates.

7.3.3 The Contractor shall indicate an appreciation of what the critical spares are, the management of these items and the commitment to provide replacement in the event of a major failure threatening the operational status of the establishment.

7.3.4 The Contractor shall provide clarity around critical spares management and will demonstrate that, based upon the information currently made available to it, that it has a good appreciation of what is required / necessary to deliver a comprehensive Maintenance Service at the Prison.

## 8. **Site Management**

### 8.1 **Resident Engineers & Trades Persons**

8.1.1 The Contractor shall provide the Services of experienced and competent resident engineers or trades persons (and replacement persons during periods of absence) to carry out the Maintenance Services.

## 9. **Construction Works**

9.1 The Authority has identified two types of Construction Works:

9.1.1 Existing and Remedial Works; and

9.1.2 Construction Works performed by the Contractor in its role as Prison operator.

9.2 The first type of Construction Works is Existing and Remedial Works. The Contractor shall notify the Authority as soon as reasonably possible after becoming aware of any matter relating



to the Prison which may require Existing and Remedial Works, provided always that the Contractor shall notify the Authority immediately upon becoming aware of any Existing and Remedial Works which constitute (or may, in the reasonable opinion of the Contractor, constitute) an "Emergency Defect" in the Construction Contract Works (as such term is defined in the Construction Contract). The Contractor shall use all reasonable endeavours to work with the Authority and the Constructor or any third party to facilitate the completion by the Constructor or any such other third party of the Existing and Remedial Works in a timely and efficient manner and to allow the Authority and the Constructor (or any third party) to comply with their respective obligations in relation to the rectification of any such Existing and Remedial Works pursuant to and in accordance with the provisions of the Construction Contract (or such other contract that any other third party may be engaged under by the Authority).

- 9.3 Upon completion of the Existing and Remedial Works the Contractor shall ensure that the Existing and Remedial Works that have been completed are maintained to the standards required under this Contract for the duration of the Service Period, including the maintenance of equipment in accordance with associated warranties.
- 9.4 Without prejudice to any rights or remedies available to the Authority where the Contractor has failed to comply with its obligations under **Schedule 5 (Mobilisation)**, and subject to **paragraphs 9.5 and 9.6 (Construction Works)**, the Contractor shall not be liable for any Construction Contract Works Defects and/or the Existing and Remedial Works, save for any Construction Contract Works Defects which are determined to have arisen (in whole or in part) from any failure in the Contractor's duty to maintain to the required standard in accordance with **paragraph 9.3 (Construction Works)**. Any Construction Contract Works Defects identified and notified to the Authority for which the Contractor is not liable in accordance with the requirements of the Contract shall constitute a Compensation Event.
- 9.5 The Contractor is required to comply with notification, access and rectification processes in this Contract including taking or enabling action in accordance with **paragraph 9.2 (Construction Works)** in respect of any Construction Contract Works Defect. Where the Contractor fails to comply with such obligations and in so doing causes the Authority to waive, prejudice or otherwise lose or diminish any rights or claims it may have against the Constructor, the Authority may by notice in writing notify the Contractor of such event. Upon receipt of any such notice, the Contractor shall be required to promptly procure the carrying out of the Existing and Remedial Works itself and shall not be entitled to any payment for such Existing and Remedial Works under **Schedule 16 (Change Protocol)** nor any relief on account of such Existing and Remedial Works (or the failure to complete such Existing and Remedial Works) and such circumstances shall not constitute a Compensation Event.



- 9.6 The Authority may instruct the Contractor to perform (or procure the performance of) the Existing and Remedial Works. Any such instruction issued by the Authority in accordance with this **paragraph 9.6** shall, subject to **paragraph 9.10A**, be treated as an Authority Change under **Schedule 16 (Change Protocol)** and the Contractor shall be fully responsible for any such Works carried out pursuant to such instruction.
- 9.7 Upon completion of the Existing and Remedial Works (and without prejudice to the generality of **paragraph 9.11A**) the Contractor shall ensure that the Works are maintained to the required standards for the duration of the Service Period, including the maintenance of equipment in accordance with associated warranties.
- 9.8 At the request of the Authority, the Contractor shall produce receipts and any other evidence of Works done pursuant to **paragraph 9.6** in order to justify any claim for cost recovery under **Schedule 16 (Change Protocol)**.
- 9.9 The second type of Construction Works are those which the Contractor shall carry out as part of its role as the Prison operator for the duration of the Contract either as part of the Maintenance Services including through Major Maintenance Works or by request of the Authority and agreed between the Parties pursuant to **Schedule 16 (Change Protocol)**.
- 9.10 For those Construction Works undertaken by the Contractor as part of its role as the Prison operator, the Contractor shall carry out (or procure the carrying out of) any Construction Works and will be paid for such Construction Works as agreed pursuant to **Schedule 16 (Change Protocol)**.
- 9.10A The Contractor acknowledges and agrees that, notwithstanding the approval of a Change in relation to any Construction Works pursuant to **Schedule 16 (Change Protocol)**, it shall be a condition precedent to the effectiveness of relevant Change Confirmation issued pursuant to **paragraph 11 (Implementation of Changes)** of **Schedule 16 (Change Protocol)** (and the Contractor's entitlement to payment in respect of undertaking and completing the Construction Works) that the Parties have first agreed in writing as part of the Change approval process under **Schedule 16 (Change Protocol)**:
- 9.10A.1 the completion date for the Construction Works (including the completion dates for any sections of the Construction Works, as applicable);
- 9.10A.2 the Defects Rectification Period for the Construction Works (which shall be no less than twelve (12) Months from completion of the Construction Works in any circumstances);



- 9.10A.3 (if confirmed as being required by the Authority during the Change process) the rate of delay damages that shall apply where the Contractor fails to complete the Construction Works by the relevant completion date(s) (and in respect of which the provisions of **paragraph 9.11B** shall apply); and
- 9.10A.4 (if advised by the Authority as being required during the instruction process and if different than the requirements set out in **clause 68 (Insurance)** and/or as referred to in **Schedule 19 (Required Insurances)**) the Authority's requirements of the Contractor in relation to the professional indemnity insurance coverage to be taken out and maintained by the Contractor in respect of the Construction Works.
- 9.11 In carrying out any Construction Works the Contractor shall:
- 9.11.1 comply with the requirements set out at **paragraph 4.14 (Major Maintenance Works)** as if reference to "Major Maintenance Works" is reference to "Construction Works", to assist and where appropriate manage the Construction Works to completion; and
- 9.11.2 refer to the Authority's Project Handover Procedures Document,
- with the duties, obligations and liabilities of the Contractor set out in **paragraph 4.14** also applying to the Construction Works, in addition to the duties, obligations and liabilities set out in this **paragraph 9**, on a *mutatis mutandis* basis.
- 9.11A The Contractor acknowledges and agrees that:
- 9.11A.1 the Defects Rectification Period for each package of Construction Works shall commence on the date of completion of the relevant Construction Works;
- 9.11A.2 the Contractor shall notify the Authority and the Authority may notify the Contractor of the existence of any identified Defects during the Defects Rectification Period;
- 9.11A.3 the Contractor:
- 9.11A.3.1 shall make good at its own cost all Defects in the Construction Works that it identifies and/or are notified to it during the Defects Rectification Period (and that it identifies and/or is notified of prior to the completion of the Construction Works); and



9.11A.3.2 shall make good any and all Defects within fourteen (14) Days of it identifying and/or it being notified of the same, as the context requires (or within such other period that the Authority's Representative may agree, acting reasonably, having due regard to the nature and impact of the Defect on the Construction Works and/or the Prison),

provided always that if the Contractor fails to make good any Defect within the above-mentioned time period, then the Authority may make such other arrangements for the rectification of the same and the cost thereof shall be deducted from any other amounts due to the Contractor under this Contract and/or shall be recoverable by the Authority as a debt; and

9.11A.4 the provisions of this **paragraph 9.11A** are without prejudice to any other maintenance-related duties and obligations that the Contractor has in relation to the completed Construction Works and/or the wider Prison under this Contract.

9.11B If the Contractor fails to complete the Construction Works by the completion date agreed between the Authority and the Contractor pursuant to **paragraph 9.10A** and **Schedule 16 (Change Protocol)** (subject to adjustment to reflect any Compensation Events), the Contractor shall be liable to the Authority for liquidated and ascertained delay damages at the rate agreed between the Parties pursuant to **paragraph 9.10A** (if any), with the cost thereof being deductible from any other amounts due to the Contractor under this Contract and/or recoverable by the Authority from the Contractor as a debt.

9.12 The Authority will retain the role of Project Sponsor until completion of all Construction Works.

9.13 Where the Contractor as part of Construction Works decants any accommodation or Buildings, the activities the Contractor will carry out shall include:

9.13.1 the movement of Prisoners from one accommodation block to another;

9.13.2 the movement of Prisoners' belongings;

9.13.3 the removal of prisoner and HMPPS documentation;

9.13.4 the removal of any loose items of equipment.

9.14 Where the Contractor as part of Construction Works, reinstates any accommodation or Buildings, the activities the Contractor shall carry out shall include:

9.14.1 security searching;



- 9.14.2 staff familiarisation (if required);
- 9.14.3 the movement of Prisoners from one accommodation block to another;
- 9.14.4 the movement of Prisoners' belongings;
- 9.14.5 the return of Prisoner and HMPPS documentation;
- 9.14.6 the return or re-provision of any loose items of equipment; and
- 9.14.7 any deep cleaning requirements.

**9.15 Steel procurement**

- 9.15.1 In relation to the purchase of steel products (directly by the Contractor or by a Sub-Contractor) for the purposes of this Contract, and as part of a qualifying project/programme as defined by the Authority, the Contractor shall:

- 9.15.1.1 Record the steel product type data, which constitutes the description of the steel purchased under one of the categories below (e.g. Flat Rolled Steel Products, Steel Plate etc):

- (a) Flat Rolled Steel Product: Products commonly referred to as hot and cold rolled coil, sheet, and strip, including those clad, plated, and galvanised. This will include products such as coated steel building panels, tinmill steel, or corrugated sheeting;
    - (b) Steel Plate: Products often referred to as heavy or quarto plate, and typically of flat rolled steels exceeding 10mm in thickness;
    - (c) Sections and Shapes: Products commonly referred to as beams, columns, bearing piles, flange channels, bulb flats, and angles;
    - (d) Reinforcing Bar: Products commonly referred to as rebar, whether in rod, coils, or products suitable for mesh;
    - (e) Other Bars and Rods: Wide range of other steel mill products commonly referred to as wire rod, merchant bar, bright bar, black bar;



- (f) Tubes/Pipes/Hollow Sections: Steel products commonly referred to as hollow sections/profiles, welded tube, seamless tube, pipes, hollow sections;
- (g) Wire: steel products commonly referred to as wire or strand, produced through the drawing of rod to produce wire of varying diameters. This would include construction products such as pre-stressed wire, and those coated and plated;
- (h) Rail: Railway or tramway track construction material of iron or steel, including grooved rail. (Note: This would not include products such as switch blades, point rods, sleepers, rail clips, crossing frogs); and
- (i) Sheet Piling: Sheet piling made from assembled elements; welded angles, shapes, and sections;

9.15.1.2 record the steel quantity data, which constitutes the amount of steel in tonnes;

9.15.1.3 record the steel origin data, which constitutes the country in which the steel was produced as set out in Inspection Certificate (EN10204 Type 3.1) attached to the steel purchased, and whether this is also where the steel was melted and poured according to the Certificate; and

9.15.1.4 report the steel product type data, steel quantity data, and steel origin data to the Authority, using the template provided from time to time for these purposes by the Cabinet Office or other Government department, within ten (10) weeks of the end of the Contract Year in which the procurement contract for the steel was placed.

## 10. **Asset Management**

### 10.1 **FF&E**

10.1.1 The Contractor shall:

10.1.1.1 provide all FF&E necessary for the operation of the Prison and not provided by the Authority in accordance with the FF&E list



provided by the Constructor and/or the Authority (and as set out in **Appendix 3 (FF&E List)**) and to ensure the environment is ready to provide all Services from the Services Commencement Date commensurate with the needs of the Prison and the Prisoners in accordance with the Ramp-Up Rate (as defined in **Schedule 5 (Mobilisation)**); and

10.1.1.2 maintain a list of both Contractor and Authority FF&E in accordance with **Schedule 10 (Equipment Register)**.

10.1.2 The Contractor shall be responsible for the maintenance and replacement of FF&E recorded on the Equipment Register in accordance with **clause 15.4 (Maintenance of Assets and Equipment Refresh Plan)**.

## 10.2 **Asset Register**

10.2.1 The Contractor shall be responsible for creating an Asset Register (including the Equipment Register and Asset Condition Schedule) for the Prison and the Site in accordance with the requirements of **clause 64.3 (Maintenance of Records)**, **Schedule 10 (Equipment Register)**, **Schedule 5 (Mobilisation)** and **Schedule 24 (Handover and Exit Management)** using the information provided in **Appendix 1 (Maintenance Standards for the Prison)** of this **Schedule 11 (Property and Facilities Management)**. All Assets are to be labelled with a unique asset code. The Asset Register shall set out the Assets of the Prison and the Site. In addition to the Contractor's obligations to update the Equipment Register pursuant to **clause 15.4 (Maintenance of Assets and Asset Equipment Refresh Plan)**, the Asset Register(s) shall be reviewed within the ninety (90) Days after the Practical Completion Date and any anomalies identified and thereafter updated regularly for any anomalies.

10.2.2 The Contractor shall maintain and update the Asset Register(s), ensuring that the age, condition details of lifespan, relevant history and any changes or modifications to the Assets are captured and recorded in the agreed manner in the Asset Register. The Contractor shall report any changes and updates to the Asset Register(s) to the Authority's Representative at least every six (6) Months as required under **Schedule 15 (Performance Mechanism)**.



11. **Mobilisation**

11.1 **Mobilisation Period**

- 11.1.1 The Contractor shall be responsible for carrying out and completing all relevant Mobilisation activities at all times during the Mobilisation Period including but not limited to the activities listed below and pursuant to **Schedule 5 (Mobilisation)**.
- 11.1.2 The Contractor shall be proactive in both the application and development of the Mobilisation Project Plan, including but not limited to, a schedule of all reasonably foreseeable activities during the Mobilisation Period to ensure that effective maintenance and operations management can be provided on and from thirty (30) Days following the Commencement Date.
- 11.1.3 The Contractor must as part of the Mobilisation Project Plan consider activities to include:
- 11.1.3.1 arranging security clearance for key Contractor Staff in accordance with the requirements of this Contract;
  - 11.1.3.2 establishing the Maintenance Services and Operating Procedures;
  - 11.1.3.3 developing effective health, safety and environmental procedures;
  - 11.1.3.4 familiarising the maintenance staff with the Prison and the Site and providing them with adequate tools, equipment, personal protective equipment and training on the Prison's Maintenance Service and systems;
  - 11.1.3.5 establishing spares, consumable materials, specialist plant and other requirements required for the on-going operation and maintenance of the services;
  - 11.1.3.6 setting up the Maintenance Service and CAFM system;
  - 11.1.3.7 preparing the Built Environment and M&E Asset Condition Verification Report;
  - 11.1.3.8 preparing the drawing up of the Asset Forward Maintenance Plan and Asset Forward Replacement Plan;



- 11.1.3.9 complying with the Contract reporting mechanisms in accordance with **Schedule 15 (Performance Mechanism)**;
- 11.1.3.10 complying with any requirements arising from the Practical Completion of the Construction Contract Works and handover of the Prison;
- 11.1.3.11 familiarising itself with the Site and plans of the Site;
- 11.1.3.12 preparing the Contractor's off-site Prison team;
- 11.1.3.13 evaluating skill levels and use of specialists and producing approved Sub-Contractor lists;
- 11.1.3.14 appointing the Site Facilities Manager and Deputy Site Facilities Manager;
- 11.1.3.15 recruiting and inducting new staff;
- 11.1.3.16 allocating staff and confirming staff's details;
- 11.1.3.17 establishing the Site, including provision of welfare facilities;
- 11.1.3.18 planning and prioritising workload;
- 11.1.3.19 confirming hours of working and access arrangements;
- 11.1.3.20 completing the development of operational procedures;
- 11.1.3.21 ensuring that systems are in place and carrying out administration;
- 11.1.3.22 preparing for compliance with its obligations under this Contract including but not limited to **clauses 23 (Performance Monitoring)** and **64 (Contractor's Records and Provision of Information)**;
- 11.1.3.23 evaluating materials and stock management;
- 11.1.3.24 allocating roles and responsibilities;
- 11.1.3.25 carrying out audits and quality checks; and
- 11.1.3.26 reporting to the Authority.



12. **Construction Collateral Warranty**

- 12.1 The Contractor shall at the same time as it enters into this Contract enter into the collateral warranty in the form set out in the Construction Contract and appended at **Appendix 2** to this **Schedule 11 (Property and Facilities Management)**.
- 12.2 The Contractor shall notify the Authority of any intention it has to bring a claim against the Constructor pursuant to such collateral warranty prior to commencing any such claim and shall provide updates and information relating to such claim to the Authority from time to time and as reasonably requested by the Authority.
- 12.3 Notwithstanding any other provision of this Contract, the Contractor shall not be entitled to recover compensation and/or make a claim under this Contract in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to such collateral warranty (including pursuant to any settlement or other arrangement as agreed between the Contractor and the Constructor arising out of or in connection with any claim in relation to such collateral warranty) as referred to in **paragraph 12.1** or otherwise.



## Appendix 1 Maintenance Standards For The Prison

1. All Assets within the Prison should be maintained in accordance with the SFG20 Maintenance Task Schedules document provided by the Authority and updated from time to time.
2. Where an Asset within the Prison is not specified in the SFG20 Maintenance Task Schedules, the Contractor should agree a Planned Preventative Maintenance schedule for that Asset with the Authority as part of the Asset Forward Maintenance Plan.
3. The fabric of Buildings within the Prison and wider Site (e.g. foundations, structural steelwork, reinforced/precast concrete) should be maintained to remain structurally sound and stable throughout the Contract Period.
4. Intumescent fire protective coating systems for structural steelwork applied to prevent premature collapse of Buildings within the Prison and wider Site shall remain intact throughout the Contract Period.
5. Building frame paint within the Prison and wider Site should remain corrosion protection intact throughout the Contract Period.
6. The general standards set out in Table 1 below should be met for the specific items identified below that sit outside of the remit of the SFG20 Maintenance Task Schedules.

| Table 1: General Maintenance Standards |                                                                                                                                                                                                                        |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | GENERAL                                                                                                                                                                                                                |
|                                        | All areas of the prison to be kept clean and decent, in line with the <b>National Standard for the Cleanliness and Physical Decency of Prisons (Non Estates Elements)</b> (July 2022) or any updates to this standard. |
|                                        | All prisoner cellular accommodation to be maintained in line with the Custodial Contracts Directorate Prison Cellular Accommodation Standards (February 2023) or any updates to this standard.                         |
|                                        | The Contractor shall have a programme for the control of infestation and vermin throughout the Prison and the Site.                                                                                                    |
|                                        | The Prison is to be kept free of damp and decay.                                                                                                                                                                       |
|                                        | All mobile equipment to be securely controlled and stored.                                                                                                                                                             |
|                                        | All non-mobile plant and equipment is to be securely fixed.                                                                                                                                                            |
|                                        | Electrical testing of circuits will be carried out 5-yearly, with 20 per cent being undertaken per year.                                                                                                               |



|  |                                                                                                                  |
|--|------------------------------------------------------------------------------------------------------------------|
|  | The Contractor shall deep clean the kitchen, living unit serveries, staff mess and allied areas twice each year. |
|  | Statutory notices are to be displayed as required.                                                               |



## **Appendix 2 Construction Contract Collateral Warranty**

The form of Construction Contract Collateral Warranty is set out overleaf.

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### **Appendix 3 FF&E List**

The FF&E List is set out in the folder named “Millsike – Schedule 11 App 3 – FF&E List” contained on the USB Drive entitled “HMP Millsike Schedule Appendices” as is annexed to this Contract.

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