



**SCHEDULE 11:**

**PROPERTY AND FACILITIES MANAGEMENT**



## CONTENTS

1	DEFINITIONS .....	3
2	INTRODUCTION .....	6
3	PROPERTY MATTERS .....	6
4	MAINTENANCE SERVICES .....	6
5	CLEANING .....	28
6	HEALTH & SAFETY COMPLIANCE.....	30
7	SUPPLY CHAIN MANAGEMENT.....	36
8	SITE MANAGEMENT .....	37
9	CONSTRUCTION WORKS.....	37
10	ASSET MANAGEMENT .....	39
11	MOBILISATION .....	40
	APPENDIX 1 MAINTENANCE STANDARDS FOR THE PRISON .....	43



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 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;

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

**"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)**;

**"Estates Technical Standards "** means HMPPS technical standards published by MOJ Estates 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;



"Enforcing Authorities"	means authorities with the responsibility for enforcing Legislation such as the Local Authorities or the health and safety executive;
"Existing Works"	means any works being undertaken on the Prison and/or the Site which will not be completed prior to the Commencement Date or Service Commencement Date;
"FF&E"	means fixtures, fittings and equipment;
"Maintenance Services"	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> ;
"Minor Maintenance Works"	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> ;
"Major Maintenance Works"	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> ;
"Maintenance Management System and Site Records"	means the system in place to manage and maintain the information about maintenance operations;
"Planned Preventative Maintenance"	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>"Project Sponsor"</b>	means any of the Authority's Representatives with overall accountability for the Contract project;
<b>"Project Handover Procedures Document"</b>	means the document which sets out the procedures, roles and responsibilities of each party in the handover of any ongoing Existing Works to the Contractor;
<b>"RAMS"</b>	means a 'risk assessment and method statement';
<b>"Reactive Maintenance"</b>	means all reactive maintenance activities, including those listed at <b>paragraph 4.8 (Reactive Maintenance)</b> carried out in accordance with the requirements in this <b>Schedule 11 (Property and Facilities Management)</b> ;
<b>"Safe System of Work"</b>	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; 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 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 Commencement 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 PSO 5901 as amended from time to time;
  - 4.1.3 Operating Procedures in the Contractor's Proposals;
  - 4.1.4 Operating Manual;
  - 4.1.5 the Sustainability Requirements; and
  - 4.1.6 the 'Estates 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 and in accordance with this Contract, the Authority's Requirements, the Contractor's Operating Manual, the Asset Forward Maintenance Plan and Asset Forward Replacement Plan;
  - 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 Termination Date or Expiry Date in no worse a condition 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, wherever possible, are carried out during normal working hours 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 Estates Officer at 102 Petite 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 set out in **Schedule 15 (Performance Mechanism)**.
- 4.8.3 The Contractor shall be responsible for managing vandalism and shall ensure that 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 Services Commencement 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 either:

4.8.5.1 the subsequent average cost capable of being incurred by the Authority in maintaining the Services, plant and equipment at the end of the Contract Period is not significantly greater than that incurred by the Contractor in average over the preceding life of the Contract; or

4.8.5.2 the subsequent average cost capable of being incurred by the Authority in maintaining the Prison equipment at the end of the Contract Period is not significantly greater as a result of the Contractor's failure to carry out the Maintenance Services in accordance with current Good Industry Practice and the terms of this Contract.

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 dilapidation 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 Commencement 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;
- 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, standard 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 Asser 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 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 mowing 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 **sub-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 19.1.5 (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.
- 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.
- 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 have reached the end of their useful life; 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, Estates 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 'Excellent Marking' in accordance with BREEAM; and
  - (h) (where it involves any refurbishment Works) a standard which achieves a 'Very Good Marking' in accordance with BREEAM,
- 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 as specified by the Authority.
- 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.

#### 4.15 **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 Supplier 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 and 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 Commencement 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 but not limited to the following:
  - 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 but not limited to the following:
- 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 but not limited to the following:
- RAMS
  - COSHH database
  - O&M manuals
  - CDM Files
  - asbestos
  - water logs (treatment & hygiene)
  - assets
  - 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 the Contractor shall provide all ICT Equipment to operate, file, share and print all necessary activities relating to its elected CAFM system; and

4.16.1.4 the Contractor shall 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. The data stored on the CAFM system shall be and remain the property of the Authority and as such all such data and information 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)** to be examined and copied by the Controller and other representatives of the Authority, and by the Comptroller and Auditor General and his representatives in accordance with the provisions of **clause 64.4 (Auditor)**.

4.17.2 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 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.



## 5.2 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 Act 1974, the Regulatory Reform (Fire Safety) Order 2005, the CDM Regulations and the Equality Act 2010 in respect of their operations. 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 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 during such statutory examinations and inspections including any RAMS. 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/or Good Industry Practice, 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 Good Industry Practice approach is taken to the execution of health and safety management and control, and 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 & Safety at Work 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, 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 & Safety at Work 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 PSO 5901 and PSO 1900 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 Good Industry Practice.

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 properly carried out and sufficiently recorded.

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 be required to provide guidance and support to the staff carrying out Maintenance Services including procedures, equipment and ensuring compliance with applicable building regulations, fire prevention regulations, occupational health, safety and environmental legislation, ACOPs, standards and Good Industry Practice.
- 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 of the following health and safety and environmental library documents, including but not limited to the following:
- 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 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 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 1995) 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 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 issues in relation to information held.

## 6.6 CPFIG

- 6.6.1 Although the Contractor is not obligated to meet recommendations made by CPFIG 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 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 the 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 (Supplier 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 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.
- 7.3.3 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:
- 9.2 The first type of Construction Works is Existing Works which the Authority has commenced prior to either the Commencement Date or Services Commencement Date which will not be complete upon handover and which the Contractor shall work with the Authority to complete.
- 9.3 Upon completion of the Existing Works the Contractor shall ensure that the Works that have been handed over are maintained to the required standards for the duration of the Service Period, including the maintenance of equipment in accordance with associated warranties.
- 9.4 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)**.



- 9.5 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)**.
- 9.6 In carrying out any Construction Works the Contractor shall:
- 9.6.1 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
  - 9.6.2 refer to the Authority's Project Handover Procedures Document.
- 9.7 The Authority will retain the role of Project Sponsor until completion of all Construction Works.
- 9.8 Where the Contractor as part of Construction Works decants any accommodation or Buildings, the activities the Contractor will carry out shall include:
- 9.8.1 the movement of Prisoners from one accommodation block to another;
  - 9.8.2 the movement of Prisoners' belongings;
  - 9.8.3 the removal of prisoner and HMPPS documentation;
  - 9.8.4 the removal of any loose items of equipment.
- 9.9 Where the Contractor as part of Construction Works, reinstates any accommodation or Buildings, the activities the Contractor shall carry out shall include:
- 9.9.1 security searching;
  - 9.9.2 staff familiarisation (if required);
  - 9.9.3 the movement of Prisoners from one accommodation block to another;
  - 9.9.4 the movement of Prisoners' belongings;
  - 9.9.5 the return of prisoner and HMPPS documentation;



- 9.9.6 the return or re-provision of any loose items of equipment;
- 9.9.7 any deep cleaning requirements.

## 10. Asset Management

### 10.1 FF&E

10.1.1 In respect of New Prisons, 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 from time to time by the Authority; 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 first three (3) Months of the Contract 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.

## 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 a Mobilisation Assurance 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 as soon as possible.
- 11.1.3 The Contractor must as part of the Mobilisation Assurance 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 completing the Built Environment and M&E Asset Condition Verification Report;
- 11.1.3.8 drawing up 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 sectional completion 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 staff and inducting 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.



Appendix 1 Maintenance Standards For The Prison

1. BUILDING ELEMENTS

SUBSTRUCTURE

Foundations	Structurally sound and stable
Pits	
Lifts	Free from standing water
Cable trenches	Free from standing water
Ground floor slabs	No movement or rocking, cracks sealed
Expansion joints	Joints sealed and no leaks or dampness
Surface treatments	Intact and suitable for use

FRAME

Structural steelwork and fixings	Structurally sound and stable
Intumescent coatings	Fire Protection intact
Paint	Corrosion protection intact
Reinforced/precast concrete	Structurally sound and stable

CLADDING

Roof	
	Integrity of lighting protection system
Roof Sheeting	Corrosion protection intact, weathertight and securely fixed
Flashing	Weathertight and securely fixed
Rooflights and glazing	Weathertight and securely fixed, clean and unbroken
Gutters and downpipes	No blockages or leaks
Sidewalls	
Wall Sheeting	Weathertight and securely fixed
Precast spandrel panels	Weathertight and securely fixed
Curtain wall	Weathertight, securely fixed, clean and unbroken
Windows and glazing	Weathertight, clean and unbroken
Louvres/smoke extract	Weathertight, operational and properly fixed
External doors	Weathertight, fully operational and secure



Roller shutters	Operational and properly fixed
Brickwork/blockwork	Structurally sound and stable and free from visible efflorescence
<b>INTERNAL PARTITIONS</b>	
Fire/smoke joints	Integrity to be maintained
Common/painting quality	Finishes intact
Movement joints	Joints sealed
Stud-plasterboard faced	Clean undamaged and finishes intact
Proprietary water closet partitions	Clean and finishes intact
Screen walls	Clean undamaged and finishes intact
Internal doors and glazing	Clean and finishes intact
<b>METALWORK</b>	
Stairs and walkways	Safe and finishes intact
Balustrades and handrails	Safe and finishes intact
Access ladders	Safe and finishes intact
Security screens, gates and grilles	Fully operational and finishes intact. All security gates to be checked every 6 months and maintained in accordance with Prison Service Instructions
Sanitary ware	Free from chips and cracks
<b>IRONMONGERY</b>	
Security locks/latches	Complete and fully operational. All cell locks and hinges to be checked quarterly to ascertain security and integrity
Door Furniture	Complete and fully operational
Windows furniture	Complete and fully operational
<b>WALL FINISHES</b>	
	Clean and intact
<b>FLOOR FINISHES</b>	
Suspended ceilings	Safe, clean and intact
	Safe, clean and intact



DECORATIONS

Clean and intact. On occupation of the Prison a programme of redecoration will be approved by the Authority, prioritising areas of greatest need. All other internal areas will be decorated within a 4-year period. The external areas will be completed within a 5-year programme.

EXTERNALS

Drainage: soil water and foul water

Free-flowing with no blockages or leaks, traps full

Access and perimeter roads

Safe, serviceable and free from weeds

Car parks hard-standings and aprons

Safe, serviceable and free from weeds

Reinforced grass paving

Safe, serviceable and regularly mown

Exercise and hard play areas

Safe, serviceable and free from weeds

Street furniture

Safe and serviceable

Fencing and gates

Safe, fully operational and secure

Walls

Safe and secure

Landscaping and grassed areas

Clean and tidy and acceptable according to recognised horticultural standards and the Authority's Biodiversity Policy and biodiversity Actions Plans.

Grass surfaced playing fields

Clean, tidy, free from water, and to guidelines set by Sports Council

Lightning conductors

Tested annually, to BS6651 and BS7430 and in accordance with Prison Service instructions

Other external areas

Maintained in accordance with the Authority's Biodiversity Policy and biodiversity Actions Plans.

2.

SERVICES ELEMENTS

PLUMBING

Internal

Cold water storage tanks

No leaks, operational, hygienic and to design standards



Cold water booster sets	No leaks, operational, hygienic and to design standards
Sanitary-ware and fittings, baths and showers	No leaks, operational, hygienic and to design standards
Gas fired instantaneous hot water	No leaks, operational, hygienic, efficient and to design standards
Boilers	
Pipework valves and pumps	No leaks, operational, hygienic, efficient and to design standards
Electrical supplies to plumbing services	Operational and to design standards
External	
Macerator	Use of macerators is prohibited unless used in conjunction with an appropriate foul sewer screen place up stream. If used, they need to be operational and to design standards, including the use of appropriate foul sewer screening systems upstream of the macerator.
Hydrant/fire water storage tank	No leaks, operational and to design standards
Hydrant/fire main booster set	No leaks, operational and to design standards
Fire main and hydrants	No leaks, operational and to design standards
Pipework, valves & pumps	No leaks, operational and to design standards
<b>MECHANICAL</b>	
Internal piped systems	
Boiler modules and flues	No leaks, operational, efficient and to design standards
Sprinkler/deluge systems	No leaks, operational and to design standards
Pressurisation sets	No leaks, operational and to design standards



Duty/standby pump sets	No leaks, operational and to design standards
Gas fired unit heaters	No leaks, operational and to design standards
Air Compressors	Fully operational and to design standards
Fire Hose reels	No leaks, operational and to design standards
Pipework, valve pumps, radiators	No leaks, operational and to design standards
Electrical supplies to mechanical service	Operational and to design standards
Internal-ventilation system	
Toilet and shower extract ventilation fans	Operational and to design standards
Heat recovery systems	Operational and to design standards
Area extract ventilation fans	Operational and to design standards
Area supply ventilation fans	Operational and to design standards
Area supply air handling units	No leaks, operational and to design standards
Air Conditioning Units/DX Units	No leaks, operational, efficient and to design standards
Fume, dust heat extract systems	No leaks, operational, efficient and to design standards
Ductwork dampers, filters, grills, diffusers	No leaks, operational, efficient and to design standards
Electrical supplies to ventilation services	Operational and to design standards
Heater Batteries	Operational, efficient and to design standards
Air Handling Units	Operational, efficient and to design standards
<b>ELECTRICAL: INTERNAL</b>	
High voltage ring main units	Operational, efficient and to design standards



Transformers	Operational, efficient and to design standards
Main low voltage switch panel	Operational and to design standards
Power factor correction equip	Operational and to design standards
Standby generators	Fully operational, efficient and to design standards. There will be a monthly load test of the standby generators in accordance with Prison Service instructions
Generator control panels	Fully operational and to design standards
Sub-distribution low voltage switch panels	Operational and to design standards
Lighting systems and luminaires	Operational, efficient and to design standards
Wiring and cables	Operational and to design standards
Special Systems	
Public address	Operational and to design standards
Perimeter wall alarm	Fully operational and to design standards
Inner Perimeter Fence Alarm	Fully operational and to design standards
Telephone and data cabling system	Operational and to design standards
Smoke detection	Fully operational and to design standards
Fire alarms, general alarm, tamper alarm	Fully operational and to design standards
Detection close circuit television and infrared	Fully operational and to design standards
Television and radio	Operational and to design standards
Inmate call	Fully operational and to design standards
Lifts	Operational and to design standards
<b>ELECTRICAL: EXTERNAL</b>	
Security lighting	Operational, efficient and to design standards and compatible with external close circuit television lux level requirements





Perimeter lighting	Operational, efficient and to design standards and compatible with external close circuit television lux level requirements
Road/path lighting	Operational, efficient and to design standards and compatible with external close circuit television lux level requirements
Lighting protection	Operational and to design standards and compatible with external close circuit television lux level requirements
<b>3. SPECIAL EQUIPMENT</b>	
Pneumatic security equipment	Fully operational and to design objectives
Electronic security equipment	Fully operational, efficient and to design objectives
Information technology and communications equipment	Fully operational, efficient and to design objectives
Laundry equipment	Operational, hygienic, efficient and to design standards
Kitchen including trolleys	Operational, hygienic, efficient and to design standards
Beverage stations/services	Operational, efficient, hygienic and to design standards
Medical equipment	Operational, hygienic and to design standards
Maintenance equipment	Safe, efficient and operational
Portable appliances	All to be tested annually
Testing hoists and lifting equipment	All appropriate tests to be carried out by a specialist contractor, and register maintained for inspection, conforming with Prison Service Instructions
<b>4 GENERAL</b>	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, in accordance with current Prison Service instructions

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.