



Home Office

**AUTHORITY: The Secretary of State for the Home
Department (acting through the Home Office)**

**SCHEDULE 35
MAINTENANCE and CLEANING**

**Campsfield House Immigration Removal
Centre Contract**

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Definitions:

In this Schedule, the following Definitions shall apply:

“Authority Requested Condition Survey”	has the meaning within paragraph 6.1 of this Schedule;
“Core Requirements”	means the relevant Ministry of Justice (MoJ) Property Directorate technical standards which shall apply to all Works undertaken by the Supplier;
“Deep Clean”	means an extremely thorough clean of the Detainees rooms and bathrooms including but not limited to cleaning the inside and tops of the cupboards, underneath beds, behind the sink and toilet and using professional limescale remover to remove all built upscale from all taps, tiles and the shower head in accordance with paragraph 3.9.8;
“Forward Maintenance Programme”	means the works identified on an annual basis to be undertaken by the Supplier using but not limited to outcomes from the “Condition Survey” as referenced within paragraph 3.2.13 of this Schedule”;
“Maintained Assets”	has the meaning within paragraph 2.2 of this Schedule;
“Minor Works”	<p>means works which:</p> <ul style="list-style-type: none">a) the Supplier is to undertake;b) is separate to the Supplier’s obligations under this Schedule to maintain the IRC;c) are funded by the Authority unless otherwise agreed between the Parties;d) cost less than £10,000;e) are recoverable, by the Supplier in accordance with the Pass-Through cost provisions set out in Schedule 15 (<i>Charges and Invoicing</i>) Part A Paragraph 6;f) relate to building fabric or engineering equipment, including alterations, modifications or installations that alter the physical appearance or utilisation of the IRC;g) will be undertaken in less than 4 weeks; andh) will not require the Supplier to provide a Project Manager.
“Major Facilities Asset Works”	<p>means expenditure over £50,000 for repair or replacement required on Maintained Assets to operate the IRC and Site including but not limited to:</p> <ul style="list-style-type: none">a) sewage plant and core plant equipment; including ventilation, heating, electrical and water installations;

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- b) structural repairs and additions including roof works;
- c) security and safety equipment;

where the £50,000 consists of the following components:

- d) the direct cost to the Supplier of getting the asset ready for use inclusive of the cost of:
 - i) tangible equipment;
 - ii) delivery;
 - iii) installation; and
 - iv) design
 - v) but exclusive of any Supplier mark-up contingency or other adjustment; orand subject to the following aggregation rules:
- e) where several individual assets are identical in nature, the aggregate cost of all those individual assets will be deemed to be one item of asset replacement; or
- f) where the Supplier was to upgrade its approach to a specific dedicated aspect of the facilities, the individual assets that make up that project would be aggregated;
- g) the time period is capped at 3 consecutive Contract years at which an item of MFAW can be costed to an FPM;
- h) fall outside the definition of Major Works;

“Major Works”

means works which:

- a) the Supplier is to undertake;
- b) is separate to the Supplier's obligations under this Schedule to maintain the IRC,
- c) are funded by the Authority unless otherwise agreed between the parties;
- d) cost more than £10,000;
- e) are recoverable, by the Supplier in accordance with the Pass-Through cost provisions set out in Schedule 15 (*Charges and Invoicing*) Part A Paragraph 6;
- f) will be comprehensive or complex in nature and with duration of many weeks/months;
- g) will require the Supplier to provide a Project Manager;
- h) will be managed in accordance with paragraph 4.3 of Schedule 22 (*Change Control Procedure*); and
- i) fall outside the definition of Major Facilities Asset Works;

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“Mandatory Work”	means works identified by Authority, Authority Representative and/or any independent survey results where repair and or replacement is required to be undertaken to ensure the IRC remains operational;
“Planned Maintenance”	has the meaning given in paragraph 3;
“Security Systems”	means systems, incorporating hardware, software, or a combination of both, which are specifically intended to support the safe containment of Detainees within the IRC. Such systems would typically include, but not be limited to: CCTV, Perimeter Intruder Detection, electronic locking, X-Ray equipment etc.
“Technical Library”	<p>means a repository of information which is used for reference, predominantly by the IRC FM Team to include as a minimum:</p> <ul style="list-style-type: none">• Operating Manuals for Maintained Assets;• IRC Site drawings/plans;• Standard Operating Procedures (SOPs) relating to FM;• Risk Assessments, SSoW, COSHH information, Working at Height, Confined Spaces;• FM Staff Training Records;• IRC Site Insurance Inspection Records;• Service history against all Maintained Assets & Systems, including but not limited to Fire Alarm System, Sprinkler System, Security Systems, Boiler Plant. Chiller Plant; and• Inspection and testing of Fixed-Wire Electrical Installations and Systems.
“Works”	means the works described in paragraph 18 of this Schedule.

1. INTRODUCTION

- 1.1 This Schedule sets out the terms upon which the Supplier shall, at its own expense, maintain and keep clean the IRC, the Sites and all plant, machinery, fixtures, fittings, furnishings, chattels and other equipment.
- 1.2 This Schedule also sets out the standards against which each part of the IRC and the Sites and all plant, machinery, fixtures, fittings, furnishings, chattels and other equipment therein or thereon are to be judged upon expiry or termination of the Contract.
- 1.3 The Supplier shall ensure that all parts of the IRC are kept in good operational, structural and decorative order during the Term and shall ensure that:
 - 1.3.1 the Supplier's obligations as set out in this Schedule are carried out in such a way that each part of the IRC is suitable for the habitation of the Detainees and Staff in accordance with the purposes of each such part as set out in this Contract;
 - 1.3.2 Assets shall be maintained to the standard required which is SFG20; and
 - 1.3.3 The Supplier shall use all appropriate measures to comply with industry standards, as applicable to the Contract, to deliver the requirements of this Schedule.
- 1.4 On expiry or termination of the Contract, the condition of the IRC and the Sites and all plant, machinery, fixtures, fittings, furnishings and other equipment therein or thereon shall, following the expiry of the Contract or the Termination Date, be capable of delivering the residual life expectancy of each Asset in the IRC, where an Asset has a manufacturer's residual life expectancy.

2. MAINTENANCE MANAGEMENT

- 2.1 Without prejudice to other terms and conditions contained in the Contract (including, without limitation, other obligations of the Supplier), the Supplier's maintenance obligations as detailed in this Schedule.
- 2.2 The Supplier shall be responsible for all routine inspection, testing, maintenance, repair, refurbishment and replacement services in relation to each part of the IRC and the Sites including, without limitation: the roads, fences and other external works, walls, buildings, and all other engineering services; plant, fixtures, fittings, furnishings, chattels and other associated equipment including transport, mobile equipment, apparatus and all external services within, upon or otherwise forming part of or connected to the Sites and/or the IRC (together, the "**Maintained Assets**").
- 2.3 The Supplier shall allocate a unique asset number to each Maintained Asset to facilitate robust maintenance management.

3. PLANNED MAINTENANCE

- 3.1 The Supplier shall, in addition to all its other obligations under this Schedule, keep the Maintained Assets in good and serviceable condition throughout the Term of the Contract and, where applicable, in accordance with the performance standards set out in

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Schedule 3 (*Performance Levels*) and/or in the Maintenance Programme (as defined in Section 4 below) (together, the "**Performance Standards**"), which standards shall have due regard to the operational and security requirements of each part of the IRC.

3.2 The Supplier shall:

- 3.2.1 routinely, periodically and visually inspect the Maintained Assets;
- 3.2.2 routinely and periodically test the security and emergency systems at each part of the IRC;
- 3.2.3 provide all necessary emergency, maintenance and repair services in accordance with an emergency maintenance and repair services plan which shall be agreed with the Authority two (2) months prior to the Operational Service Commencement Date;
- 3.2.4 provide preventative maintenance of the Maintained Assets in accordance with the Maintenance Programme and Cleaning Programme;
- 3.2.5 replace and refurbish the Maintained Assets as necessary in accordance with the Maintenance Programme and Cleaning Programme and otherwise in accordance with the Contract;
- 3.2.6 provide all tools, equipment (including any computer equipment and software) and supplies necessary for the Supplier to perform its maintenance and cleaning obligations under the Contract (including, without limitation, under this Schedule);
- 3.2.7 carry out all necessary maintenance, replacement and repair arising on the Sites for whatever reason;
- 3.2.8 conserve and/or repair the structure and external fabric of each part of the IRC as necessary;
- 3.2.9 maintain the cleanliness of and upkeep the Sites; and
- 3.2.10 carry out such other actions as are reasonably necessary to ensure that each part of the IRC remain fully operational at all times.
- 3.2.11 Where any term or condition of the Contract requires the Supplier to replace or renew any plant, machinery, fixture, fitting, furnishing, vehicle, chattel or other equipment, the Supplier may retain the proceeds derived from any sale or disposal of the replaced item provided that the same has been replaced or renewed in accordance with the provisions of the Contract.
- 3.2.12 The Supplier shall ensure that accurate and up-to-date floor plans of the IRC are maintained at all times and made available to the Authority immediately any changes are made, at no cost to the Authority.
- 3.2.13 The Supplier shall provide an annual **Forward Maintenance Programme** setting out the planned maintenance activity for the following 12 months, including the requirement of replacement of assets as a result of the Conditions Survey in accordance with the priorities highlighted including target dates for completion in accordance with paragraph 4 of this Schedule.

3.3 In order to satisfy its maintenance obligations referred to in paragraph 3.2 above, the Supplier shall implement the procedures and other requirements set out below and such

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other procedures as may, in the Authority's reasonable opinion, be necessary to enable the Supplier to perform its obligations in accordance with the Performance Standards, including, without limitation:

- 3.3.1 Building management and services management including, without limitation, management of the Maintenance Team and Sub-contractors;
 - 3.3.2 Provision of monthly performance reports (including, but not limited to, Major Facilities Asset Works undertaken, any Major Works undertaken, Planned Maintenance or inspections of major plant, monthly report of PPM not completed and resolution plans and details of any recommendations made);
 - 3.3.3 Contract review meetings held pursuant to Schedule 21 (*Governance*) when required by the Authority or other nominated parties; and
 - 3.3.4 Management of the Technical Library in accordance with the requirements with Annex 2 and Annex 4 of Schedule 24 (*Reports and Records Provision*).
- 3.4 The Supplier's Facilities Manager shall be the main liaison point for the Authority in respect of the procedures listed in 3.3.
- 3.5 The Supplier shall provide a dedicated help desk which remains in operation 24 hours per day, 7 days per week (the "**Help Desk**"); a computer aided facilities management system (the "**CAFM Planned Preventative Maintenance System**") which the Supplier will provide, adopt and adapt as required by the Authority and a facilities and maintenance office that will act as a single point of contact for all requests/complaints/faults reported by any user of the IRC. Customer satisfaction shall be recorded through the Help Desk on a periodic basis. Timely feedback shall be given by the Supplier to users of the IRC on the progress of their respective requests/complaints/fault reporting including an electronic confirmation that the activity has been completed or the failure has been rectified. The Authority will require the ability to interrogate the CAFM system.
- 3.6 The Supplier shall operate and maintain any Building Management System (where it exists) in a manner which optimises the operation of the Assets.
- 3.7 The Supplier shall implement and operate a fault categorisation system to ensure faults are dealt with in a timely manner. Where a fault is recorded, the Supplier shall respond to and repair the fault within the following response and repair times (depending on the type of fault):
- 3.7.1 Priority 1 (P1) Faults – Where a fault reported to the Help Desk constitutes or would constitute a health hazard or other danger, reduces or would reduce operational effectiveness or compromises or would compromise security at any part of the IRC, the Supplier shall:
 - (a) respond to the fault in a way which ensures that each part of the IRC is safe and secure in accordance with the Contract; within the timescales agreed within the Maintenance Programme and Cleaning Programme, and
 - (b) shall repair the fault (and any consequences arising from the fault), within 24 hours, to the Authority's satisfaction (acting reasonably) as set out within the Maintenance Programme and Cleaning Programme.

OFFICIAL – SENSITIVE

- 3.7.2 Priority 2 (P2) Faults - Where a fault reported to the Help Desk is unlikely to lead to the Supplier breaching its obligations to safely and securely maintain and operate the IRC, in accordance with the Contract, but would prevent the Supplier from operating and maintaining the IRC in accordance with this Contract effectively, the Supplier shall:
- (a) respond to the fault in a way which ensures that each part of the IRC is safe and secure in accordance with the Contract; within the timescales agreed within the Maintenance Programme and Cleaning Programme, and
 - (b) shall repair the fault (and any consequences arising from the fault), within 5 (five) calendar days, to the Authority's satisfaction (acting reasonably) as set out in the Maintenance Programme and Cleaning Programme.
- 3.7.3 Priority (P3) Faults – Where a fault reported to the Help Desk affects amenities provided on or in respect of the IRC but does not affect the occupation, safety, security or operational effectiveness of the IRC. The Supplier shall:
- (a) respond to the fault in a way which ensures that each part of the IRC is safe and secure in accordance with the Contract; within the timescales agreed within the Maintenance Programme and Cleaning Programme, and
 - (b) shall repair the fault (and any consequences arising from the fault) within 10 calendar days or an alternative period as agreed with the Authority, to the Authority's satisfaction (acting reasonably) as set out in the Maintenance Programme and Cleaning Programme.
- 3.8 Subject to any security constraints and procedures, the Supplier shall provide appropriate members of its FM teams with the capability (including but not limited to currently available technology) to enable real-time fault reporting and robust management of Planned Preventative Maintenance (PPM) schedules.
- 3.9 The Supplier shall:
- 3.9.1 carry out day to day maintenance including repairing damage howsoever caused;
 - 3.9.2 carry out all inspections planned or otherwise and provide all reports required by its PPM schedule and by Law;
 - 3.9.3 carry out planned preventative maintenance in accordance with the PPM programme;
 - 3.9.4 carry out all maintenance and repairs found to be necessary to comply with the Performance Standards as a result of the Planned Inspections;
 - 3.9.5 ensure the redecoration of painted surfaces as required by the repainting schedule forming part of the Maintenance Programme to a reasonable standard at all times;
 - 3.9.6 carry out all laundry services and pest control on the Sites. Laundry services shall be supplemented by washing facilities within relevant sections of the IRC as necessary to allow Detainees to wash their own clothing;

OFFICIAL – SENSITIVE

- 3.9.7 carry out day-to-day cleaning of the IRC, ensuring that all areas, including Detainee residential areas, are regularly and routinely cleaned. Detainee communal areas should be cleaned daily. Detainee rooms should be cleaned weekly and as and when vacated. Day to day cleaning should not depend on Detainee paid activities;
- 3.9.8 carry out a Deep Clean of Detainee rooms a minimum of once a month on a rotational basis;
- 3.9.9 carry out post outbreak of infectious disease cleaning as required by the Authority;
- 3.9.10 carry out scheduled and periodic industrial cleaning of kitchen, wash-up areas, serveries, kitchen equipment and any laundry or laundrette areas;
- 3.9.11 provide water quality assurance to ensure statutory compliance in accordance with paragraph 9.1.3 of this Schedule;
- 3.9.12 carry out grounds maintenance including repair of the internal and external roadways, access ways, footpaths, car-parks, bike sheds and other hard standings whether inside or outside the secure perimeter of the Sites but within the Sites including outside exercise and games areas, and clearance of dirt and/or snow from all paths and egresses to maintain a safe working/living environment.
- 3.9.13 carry out remedial work to the Maintained Assets in the event of damage or failure;
- 3.9.14 carry out maintenance of the ventilation, air conditioning and heating systems such that the environment within each part of the IRC is maintained within CIBSE guidelines;
- 3.9.15 use reasonable endeavours to maintain continuity of utility service supplies within the Sites; and to keep any utility service failures to a minimum;
- 3.9.16 carry out maintenance of all security systems and associated infrastructure;
- 3.9.17 make arrangements for the supply of spare parts for plant, machinery or other items to allow timely reinstatement of the Services;
- 3.9.18 carry out maintenance of street lighting for all roadways, car-parks and footpaths within the Sites, whether inside or outside the secure perimeter;
- 3.9.19 carry out maintenance of hard and soft landscaping within the Sites to a reasonable standard (e.g. weeds cleared, grass cut, borders neat and tidy), including new grass and plantings as well as retaining existing grass and plantings, particular reference is to also maintain the meadow;
- 3.9.20 carry out all maintenance and repairs found to be necessary to comply with the performance standards for each part of the IRC;
- 3.9.21 carry out maintenance of lighting;
- 3.9.22 keep accurate records of maintenance and repairs;
- 3.9.23 carry out maintenance of emergency/safety systems e.g. standby generator, emergency lighting, fire alarms, smoke extraction and lightning protection;

OFFICIAL – SENSITIVE

- 3.9.24 keep all fencing within and on the boundaries of the Sites in such good repair and condition as is necessary to achieve the required Performance Standards; and
- 3.9.25 undertake cleaning and maintenance of the BF Custody Suite Specimen Isolation Unit as follows:
- (a) clean without the use of any chemicals with the substance bleach;
 - (b) a weekly bio clean of the Specimen Isolation Unit toilet; and
 - (c) to exclude maintenance and repairs to the Specimen Isolation Unit toilet.
- 3.10 In relation to any utility service which is on or under the Sites and serves any adjoining properties, to use all reasonable endeavours to ensure that any interruption to such utility service by the Supplier is kept to a minimum and in the event of any unavoidable interruption to such utility service by the Supplier, to give as much notice as possible to the occupiers of such adjoining properties.
- 3.11 Where the use of any pipes sewers drains mains ducts conduits water courses cables channels boundary structures or other things is common to the Sites and other property, to be responsible for and to indemnify the Authority for all sums for which the Authority is or becomes liable to third parties in relation to the common use of such structures and to undertake all work that arises as a result of any non-compliance (partial or otherwise) by the Supplier in fulfilling any of its obligations under the Contract.

4. MAINTENANCE PROGRAMME

- 4.1 The Supplier shall submit a draft Maintenance Programme, including details of all quality checking, (the “**Draft Maintenance Programme**”) to the Authority no later than the Operational Service Commencement Date and on the anniversary of Contract Signature. This shall include, without limitation, a timetable for carrying out each maintenance obligation for all parts of the Sites (including, without limitation, all the buildings, structures and external works comprising the IRC), including all manufacturers’ instructions and response times for both in-house and sub-contracted maintenance/cleaning requirements.
- 4.2 The Authority shall, acting reasonably, within five (5) calendar days of receipt of the Draft Maintenance Programme either:
- 4.2.1 notify the Supplier that the Authority has no objections to the Draft Maintenance Programme, in which case the Draft Maintenance Programme shall be the Maintenance Programme; or
 - 4.2.2 notify the Supplier of any comments or suggestions the Authority has on the Draft Maintenance Programme, in which case the Supplier shall within five (5) calendar days, submit a revised Draft Maintenance Programme (which shall take into account the comments and/or suggestions made by the Authority relating to the Draft Maintenance Programme). The Authority will respond within 5 calendar days of receipt of this revised draft, in accordance with this paragraph 4.2.
- 4.3 The Supplier shall issue the Maintenance Programme for all parts of the IRC to the Authority no later than seven (7) calendar days prior to the Operational Service Commencement Date.

OFFICIAL – SENSITIVE

- 4.4 If there is no Maintenance Programme pursuant to paragraph 4.1 by the date falling seven (7) calendar days **prior** to the Operational Service Commencement Date, the Supplier shall ensure the proper and punctual performance of the latest Draft Maintenance Programme most recently provided to the Authority by the Supplier, until such a time that the Maintenance Programme has been agreed by both Parties.
- 4.5 The Supplier shall ensure the proper and punctual performance of the Maintenance Programme, achieving the obligations, activities, standards and timescales as set out within the programme. The fundamental aims of which shall be to ensure that:
- 4.5.1 each part of the IRC is always fully operational and available; and
 - 4.5.2 the condition of each part of the IRC and their respective Maintained Assets at the end of, or early termination of the Contract shall be commensurate with the general requirements of the Contract, including, without limitation, this Schedule.
- 4.6 The Maintenance Programme shall be aligned to SFG20 standards and include:
- 4.6.1 details to more fully and adequately describe the Supplier's obligations and activities;
 - 4.6.2 the standards to which the Supplier will perform its maintenance obligations under the Contract;
 - 4.6.3 a replacement and refit programme and timetable, which shall include, without limitation, the maintenance interval periods for the items of Authority's equipment and identify the manufacturer's life expectancy and expiry date of the life expectancy; and
 - 4.6.4 a timetable for each of the Supplier's maintenance obligations.
- 4.7 The Supplier shall ensure that the Maintenance Programme is developed to ensure each of the Supplier's maintenance obligations under the Contract are met, regardless of, and without reliance on, any Detainee Paid Activity Scheme.
- 4.8 The Supplier shall ensure that the Maintenance Programme is aimed at meeting all the maintenance requirements of the Authority under the Contract ranging from the day-to-day routine maintenance activities (engineering services, building fabric, furniture, fixtures and general equipment), to (and including) asset management activities (utilities usage and major capital equipment maintenance and refit planning).

5. CLEANING PROGRAMME

- 5.1 The Supplier shall submit a draft Cleaning Programme, including details of all quality checking, (the **"Draft Cleaning Programme"**) to the Authority no later than the Operational Service Commencement Date and on the anniversary of the Contract Signature. This shall include, without limitation, a timetable for carrying out each cleaning obligation for all parts of the Sites in accordance with paragraph 15 of this Schedule.
- 5.2 The Authority shall, acting reasonably, within five (5) calendar days of receipt of the Draft Cleaning Programme either:
- 5.2.1 notify the Supplier that the Authority has no objections to the Draft Cleaning

OFFICIAL – SENSITIVE

Programme, in which case the Draft Cleaning Programme shall be the Cleaning Programme; or

- 5.2.2 notify the Supplier of any comments or suggestions the Authority has on the Draft Cleaning Programme, in which case the Supplier shall within five (5) calendar days, submit a revised Draft Cleaning Programme (which shall take into account the comments and/or suggestions made by the Authority relating to the Draft Cleaning Programme). The Authority will respond within 5 calendar days of receipt of this revised draft, in accordance with this paragraph 5.2.
- 5.3 The Supplier shall issue the Cleaning Programme for all parts of the IRC to the Authority no later than seven (7) calendar days prior to the Operational Service Commencement Date.
- 5.4 If there is no Cleaning Programme pursuant to paragraph 5.1 by the date falling seven (7) calendar days prior to the Operational Service Commencement Date, the Supplier shall ensure the proper and punctual performance of the latest Draft Cleaning Programme most recently provided to the Authority by the Supplier, until such a time that the Cleaning Programme has been agreed by both Parties.
- 5.5 The Supplier shall ensure the proper and punctual performance of the Cleaning Programme, achieving the obligations, activities, standards and timescales as set out within the programme. The fundamental aims of which shall be to ensure that:
 - 5.5.1 each part of the IRC is always fully operational and available.
- 5.6 The Cleaning Programme shall include:
 - 5.6.1 details to more fully and adequately describe the Supplier's obligations and activities;
 - 5.6.2 the standards to which the Supplier will perform its obligations under the Contract; and
 - 5.6.3 a timetable for each of the Supplier's cleaning obligations.
- 5.7 The Supplier shall ensure that the Cleaning Programme is developed to ensure each of the Supplier's cleaning obligations under the Contract are met, regardless of, and without reliance on, any Detainee Paid Activity Scheme.
- 5.8 The Supplier shall ensure that the Cleaning Programme is aimed at meeting all the cleaning requirements of the Authority under the Contract ranging from the day-to-day routine cleaning activities (building fabric, furniture, fixtures and general equipment),

6. SUPPLIER CONDITION SURVEY

Condition Survey of the Maintained Assets

- 6.1 If requested by the Authority, the Supplier shall carry out a Condition Survey of the Maintained Assets to show evidence and determine the condition of the Maintained Assets (each referred to as a " **Authority Requested Condition Survey**") subject to the following:

OFFICIAL – SENSITIVE

- 6.1.1 using a list of RICS (Royal Institute of Chartered Surveyors) accredited surveyors agreed with the Supplier and the Authority;
- 6.1.2 The cost of the Authority Requested Condition Survey shall be agreed between the parties and the process managed in accordance with Schedule 22 (*Change Control Procedures*); and
the cost of undertaking the Authority Requested Condition Survey shall be borne by the Authority and shall be recoverable by the Supplier in accordance with the Pass-Through cost provisions as set out in Schedule 15 (*Charges and Invoicing*) Part A Paragraph 6.
- 6.2 The Authority Requested Condition Survey shall entail a physical survey of each part of the IRC and the Sites and a review of the maintenance records in order to:
 - 6.2.1 ensure that each part of the IRC and the Sites are being maintained in accordance with the Performance Standards; and
 - 6.2.2 ascertain the accuracy of the whole life expectancies of relevant Maintained Assets.
- 6.3 The Supplier shall make available to the Authority the results of the Authority Requested Condition Survey in the form of a written report, within 14 days of such Condition Survey being completed.

Annual Condition Survey

- 6.4 The Authority shall provide to the Supplier an Annual Condition Survey. The cost of undertaking the Condition Survey shall be borne by the Authority.
- 6.5 The findings of the Annual Condition Survey (as commissioned by Authority Representative) shall be used to determine when individual assets have arrived at the end of their life and are therefore required to be replaced by the Supplier and will form part of the Forward Maintenance Programme in accordance paragraph 3.2.13.
- 6.6 The Supplier shall, within 14 working days of receiving the Annual Condition Survey, bring to the attention of the Authority any aspect of the Annual Condition Survey that it believes to be incorrect, providing supporting information to substantiate the considered inaccuracy. The Authority will consider such information provided by the Supplier and will confirm whether it accepts, or not, the Supplier's findings. The Authority's position will be final and binding.
- 6.7 The Supplier shall use the Annual Condition Survey results to implement Mandatory Works such as repairs, replacements and maintenance as identified and aligned with the Priority categorisation where expressly or by implication of the Annual Condition Survey, except, in accordance with 6.6 above, where the Authority confirms that repairs, replacements and maintenance need not be carried out. The Supplier may revise and adjust the Maintenance Programme, subject to the agreement of the Authority.
- 6.8 The Supplier may revise or adjust the life expectancies of a Maintained Asset, subject to the consent of the Authority, where it can demonstrate that the change of life expectancy is to the benefit of the Authority. Furthermore, Annual Condition Surveys will include a

statement on the indicative life expectancy for each Maintained Asset and will be used by the Supplier in the provision of a Forward Maintenance Programme identifying when Maintained Assets are scheduled to be replaced.

- 6.9 Where the Supplier does not intend to replace a Maintained Asset in accordance with the recommendation of the Condition Survey, the Supplier will be required to
- (a) carry out repairs and maintenance to the Maintained Asset in order to ensure it meets the life expectancy as stated in the Asset Register;
 - (b) justify the decision to the Authority and provide requisite evidence, which would include (but not limited to):
 - i. the service history of the asset;
 - ii. ongoing availability of spares and ability to meet servicing requirements;
 - iii. ongoing ability of the asset to perform reliably to its performance specification; and
 - iv. ongoing ability of the asset to comply with Legislative/Industry Standards.

Woodlands Survey

- 6.10 If requested by the Authority, the Supplier shall carry out a Woodlands Survey of the surrounding the grounds outside of the Site to show evidence and determine the condition of the woodlands subject to the following:
- 6.10.1 the cost of the Authority requested Woodlands Survey shall be agreed between the parties and the process managed in accordance with Schedule 22 (*Change Control Procedures*); and
- the cost of undertaking the Authority requested Woodlands Survey shall be borne by the Authority and shall be recoverable by the Supplier in accordance with the Pass-Through cost provisions as set out in Schedule 15 (*Charges and Invoicing*) Part A Paragraph 6.
- 6.11 The Supplier shall, within 14 working days of the Authority receiving the Woodlands Survey, provide to the Authority a report which provides details of a programme of works, if required, which are to be agreed between the Supplier and the Authority.

7. SAFETY COMPLIANCE

Reactive Maintenance

- 7.1 This element of the Maintenance Programme and Cleaning Programme shall be designed to retain the equipment and buildings of the IRC at normal operational condition by providing a prompt and appropriate remedy to faults/repairs reported to the Help Desk.
- 7.2 The Supplier shall ensure that any service failure or the failure of any Maintained Asset which reasonably come to the attention of its Staff and sub-contractors are pro-actively reported to the Help Desk.
- 7.3 The Supplier shall ensure that it has in place:

OFFICIAL – SENSITIVE

- 7.3.1 a corrective maintenance and repair system aimed at providing accurate records of all corrective actions. This information shall be presented to the Authority as part of the agreed monthly performance report;
- 7.3.2 a Help Desk function, during normal working hours and contingency arrangements for issues raised out of normal working hours;
- 7.3.3 a hierarchy-based priority system that commits to immediate attention to corrective maintenance and cleaning actions critical to ongoing operational capability or required for security or safety whilst maintaining responses to other requests within a reasonable timescale; and
- 7.3.4 that all faults, repairs and response times shall be logged for review by the Authority. The Supplier shall ensure that all reported faults/repairs are recorded on a CAFM system, the Maintenance Programme and Cleaning Programme is updated as required, subject to the Authority confirming to the Supplier, that it has no objection to such changes (such approval not to be unreasonably withheld) and the remaining life expectancy of the Maintained Assets shall be monitored and reviewed.

Planned Preventative Maintenance (PPM)

- 7.4 The Supplier shall provide scheduled maintenance of the Maintained Assets and building fabric and shall oversee the regular, day-to-day function of the Maintained Assets (including the building fabric) with a view to ensuring that the Maintained Assets and the building fabric function with best service, reliability and economy, and planned equipment life expectancy.
- 7.5 The PPM schedule shall utilise the SFG20 maintenance programme aligned to custodial environments as the basis for its PPM schedule.
 - 7.5.1 The SFG20 standard must be maintained and updated to meet the latest version and standards.
- 7.6 After the award of the Contract, the Supplier will apply reasonable endeavours to identify alternative maintenance systems, in due course, in order to optimise the performance of the Maintained Assets (e.g. risk-based or condition-based maintenance). Any such amendments to Planned Preventative Maintenance processes will be managed in accordance with Schedule 22 (*Change Control Procedures*).
- 7.7 All maintenance routines with a frequency of:
 - 7.7.1 1 week are to be scheduled no greater than +/- 1 working day from the due date,
 - 7.7.2 Greater than 1 week and less than 1 month or less are to be scheduled no greater than +/- 3 working days from the due date, and
 - 7.7.3 All maintenance routines with a frequency of 1 month or greater are to be scheduled no greater than +/- 2 weeks from the due date.
- 7.8 Detailed work specifications shall be developed for the Maintained Assets and be held on the CAFM system and in the Technical Library.

8. ASSET MANAGEMENT

Asset Register

- 8.1 The Authority shall provide the Supplier with a current Asset Register, within 28 calendar days of the Operational Service Commencement Date, which shall include all plant, equipment, systems and building fabric items incorporated in the IRC and it shall be held in the Virtual Library in accordance with Schedule 24 (*Reports and Records Provision*).
- 8.2 The Supplier shall input the Asset Register onto the Virtual Library to create an up to date Asset Register in accordance with Schedule 38 (*Assets*) and ensure that it is kept up to date at all times.
- 8.3 All Assets that require maintenance shall be individually scheduled on the CAFM System noting a unique identifying asset number, physical location, areas served, manufacturer's recommended lifespan, maintenance history etc.
- 8.4 During the term of the Contract, the Supplier will ensure the Authority has, at all times, an up-to-date and accurate copy of the Asset Register which shall be held on the Virtual Library in accordance with Schedule 24 (*Reports and Records Provision*) and Schedule 38 (*Assets*).
- 8.5 The Supplier shall supply to the Authority a copy of the Asset Register on each anniversary of the Operational Service Commencement Date with an accompanying statement confirming that the register is a true and accurate record.

9. HEALTH AND SAFETY

Statutory Compliance

- 9.1 The Maintenance Programme shall meet all applicable codes and requirements set down by regulatory agencies and statutory authorities. This will include but not be limited to the following:
 - 9.1.1 Asbestos management
 - 9.1.2 Legionella management
 - 9.1.3 Water quality management
 - 9.1.4 Gas management
 - 9.1.5 Electrical testing to achieve 5 yearly full test cycle requirements
 - 9.1.6 RCD testing
 - 9.1.7 Portable Appliance Testing
 - 9.1.8 Air handling equipment management
 - 9.1.9 Lightning protection
 - 9.1.10 Fire safety systems, alarms and sprinklers
 - 9.1.11 Emergency lighting systems

- 9.1.12 HV system management.
 - 9.1.13 Insurance inspections
 - 9.1.14 Chimney / flue inspections
 - 9.1.15 Lift service.
- 9.2 The Maintenance Programme shall include a programme of inspection testing, training and regular health and safety/disaster recovery drills.

Functional Safety

- 9.3 The Supplier shall:
- 9.3.1 Provide for the proper management of the requirements of health and safety legislation and other statutory obligations;
 - 9.3.2 Provide effective arrangements for Site safety (including risk assessment, method statements, and written policies and procedures) and ensure that they are properly carried out;
 - 9.3.3 Maintain written standards, procedures, schedules and necessary records and documentation;
 - 9.3.4 Provide guidance and support to the maintenance staff, including procedures, equipment and ensuring compliance with applicable building regulations, fire prevention regulations, Occupational Health (Inc. COSHH), Safety Codes and Standards, Approved Codes of Practice and all applicable Life Safety Codes;
 - 9.3.5 Collect, maintain and review all pertinent documentation and certification of the Maintained Asset's compliance with the requirements of any applicable national or European statute or regulation; and
 - 9.3.6 Provide recommendations for correction of any physical or operational plant deficiency.

10. SPRINKLERS

- 10.1 The Supplier shall provide details of all sprinkler maintenance requirements and ensure compliance with the requirements of BSEN 12845 or LPC rules (Loss Prevention Council) and any subsequent technical bulletins.

11. SECURITY SERVICES

- 11.1 All security systems and component parts shall be checked at regular intervals to ensure that they are operating effectively within acceptable parameters.
- 11.2 The Supplier shall implement a Local Security Strategy (LSS) in accordance with paragraph 2.1.3 of Schedule 2 (*Services Description*) and shall comply with the Baseline Security Requirements set out in Schedule 5 (*Security Management*). The Supplier's directly employed staff and sub-contractors shall comply with the security measures set out in the approved security strategy, including without limitation the wearing of suitable identification and the protection of information.

OFFICIAL – SENSITIVE

- 11.3 A programme of testing and maintenance of local mechanical key overrides of remotely controlled locks (where fitted) shall be implemented to respond to wear and tear plus accidental or deliberate damage.
- 11.4 A programme of testing and maintenance schedule of locks shall be implemented to respond to wear and tear plus accidental or deliberate damage. Supplier shall provide a programme to maintain schedules, locking drawings and spare keys and locks.
- 11.5 All security systems and component parts shall be checked at regular intervals to ensure that they are operating effectively within acceptable parameters.
- 11.6 All security faults identified during patrols or at other times must be reported in a timely manner to the CAFM helpdesk.
- 11.7 Items and systems related to health and safety or security shall be given priority in maintenance programming through the Help Desk/CAFM system.

12. SEWERS

- 12.1 The Supplier shall take all reasonable measures to prevent the blockage of sewers, pipes, drains, mains, ducts, conduits, watercourses and channels etc along with associated infrastructure.
- 12.2 In the event of a blockage occurring inside or outside the Sites as a result of any act, omission or failure to act by the Supplier, the Supplier shall be liable for its rectification and shall indemnify the Authority against any liability and cost arising from the Supplier's actions.
- 12.3 The Supplier shall be responsible for the security and protection of drain, manhole and duct covers as required, throughout the IRC and Sites.
- 12.4 Following any minor new works which involve drainage, duct, etc alterations, the maintenance programme, drainage survey schedule, the 'As Built' drawings and the electronic records held on the CAFM System shall be amended accordingly, all to design standards.

13. BUSINESS RECOVERY SERVICES (ESTATES)

- 13.1 The Supplier shall provide a rapid response to a range of facilities emergencies and assist in the development, maintenance, mobilisation and testing of the Authority's business recovery plan for the work place.
- 13.2 The Supplier shall detail the emergency procedures for estates / facilities services, to include contact details, responsibility levels, sub-contractor commitments and availability of support services in the event of an emergency situation.
- 13.3 The Supplier shall demonstrate/ outline how it intends to test these procedures and protocols.

14. DECORATION PROGRAMME

- 14.1 The Supplier is to provide a prioritised decoration programme designed to ensure that the IRC facilities, equipment and fabric remain presentable, decent, and fit for purpose.
- 14.2 The programme is to be based on a system of inspection, assessment, standard rating and prioritisation, which is to be incorporated into the Maintenance Programme for completion by direct or sub-contractor labour.
- 14.3 The programme is to include a system for colour appraisal and selection by end users throughout the IRC.

15. CLEANING

- 15.1 The Supplier shall ensure that the Cleaning Programme is delivered to the standards set by the British Institute of Cleaning Science, (“BICS”) or an equivalent standard.
- 15.2 The Supplier shall have in place a work plan that addresses in particular:
 - 15.2.1 the standards of cleaning to be applied;
 - 15.2.2 the frequency of cleaning in all areas of the IRC;
 - 15.2.3 Deep Cleaning of all kitchen, food prep areas, laundry rooms, delivery areas and waste storage areas, such areas to be kept clean and odour free, undertaken on a minimum 6 monthly and at frequency to be determined following Risk Assessment;
 - 15.2.4 the requirement to keep the outside of the windows clear and free of smears and marks on a 3 monthly basis in all offices and residential rooms and 6 monthly in other areas;
 - 15.2.5 procedures for dealing with contaminated waste and sharp objects;
 - 15.2.6 emptying and disinfecting all bins and waste receptacles on a regular basis;
 - 15.2.7 the system that will be used to carry out the disposal of waste and confirms that that this will be carried out in compliance with sustainable development principles, keeping to a minimum the amount of waste stored on Sites;
 - 15.2.8 indicative staffing levels and the hours each week that cleaning staff will be available;
 - 15.2.9 supplementary activities carried out by detainees undertaking paid activities including the roles and hours of paid activities.
 - 15.2.10 the roles and responsibilities of cleaning staff;
 - 15.2.11 the equipment and materials to be used including the storing of all chemicals in accordance with the manufacturer’s data sheets and listed in the COSHH register as necessary;
 - 15.2.12 the monitoring system that will be used to ensure that the cleaning schedule is fulfilled to standard; and
 - 15.2.13 developing and implementing recycling initiatives and other initiatives and

recording data relating to such initiatives and providing such data to the Authority on request.

16. QUALITY CONTROL

Performance Review

- 16.1 The Supplier shall undertake formal quality performance reviews in order to ensure that the standard of service required by the Contract is sustained. These shall be based on qualitative and quantitative measures. The frequency of these reviews shall be agreed periodically with the Authority.
- 16.2 The Supplier shall support the delivery of annual programme of compliance audits. The Supplier shall provide updates to the action plan to deal with the non-compliant baselines with target dates to be discussed and agreed by the Authority.
- 16.3 The quality assurance and quality control programmes shall comprise a scheduled set of Self-Audits designed to ensure that the required standards of maintenance and cleaning are reached and then maintained.
- 16.4 The Supplier shall undertake a minimum of 10% checks on all completed maintenance works, including those carried out by external specialists.
- 16.5 The Supplier shall carry out the key quality assurance/control programmes.
- 16.6 The Supplier shall use the CAFM System to amend asset details and schedule and reschedule the planned and reactive maintenance for the IRC.
- 16.7 The software in relation to the CAFM System shall, so far as is reasonably practical, be updated periodically and when appropriate.
- 16.8 The Supplier shall provide reports on the performance of the CAFM System at the reasonable request of the Authority.

Quality Assurance and Cost Savings

- 16.9 The Supplier shall prepare, implement and update a quality management system (the “**QMS**”) to meet, as a minimum, the obligations set out in the Contract to comply where practicable with ISO9001 or ISO9002 or equivalent.
- 16.10 The Supplier shall use all reasonable endeavours to obtain quality assurance certification of the QMS from an accredited body and having obtained such, shall maintain such certification for the duration of the Contract.
- 16.11 Within 2 weeks of the Operational Service Commencement Date the Supplier shall provide the Authority with a programme detailing the events to achieve certification. A draft QMS is to be provided to the Authority 6 months after the Service Commencement Date and Certification is to be scheduled for no later than 12 months after the Operational Service Commencement Date.
- 16.12 The Supplier shall provide a copy of the QMS to the Authority on request.

- 16.13 The Supplier shall demonstrate through objective evidence, to the reasonable satisfaction of the Authority, that a quality management system has been developed through a structured review of the Contract and that the system is monitored through a programme of internal and external audits.
- 16.14 The Supplier shall ensure that the quality procedures, controls and criteria are sufficient to monitor and control all aspects of the Contract in regard to this Schedule and where applicable, Schedule 2 (*Services Description*).

17. MANAGEMENT & STAFFING

Facilities Management

- 17.1 The Supplier shall ensure that two appropriately trained and experienced individuals (the “Facilities Manager” and “Designated Deputies”) are responsible for implementation of the Maintenance Programme and Cleaning Programme.
- 17.2 The Facilities Manager and/or the Designated Deputies shall be contactable by the Authority’s representative 24 hours a day, 7 days a week via an emergency call out number.
- 17.3 Ongoing development and training shall be provided for the Facilities Manager and/or the Designated Deputies to ensure up to date knowledge of regulations / statutory requirements and “Best Practice”.
- 17.4 Training records for all FM personnel should be available on site at all times and made available to verify competence upon request of the Authority.
- 17.4.1 Training records of sub-contractors should be available on site at all times and made available to verify competence upon request of the Authority.

Maintenance Team

- 17.5 The Supplier shall ensure that daily maintenance for building services and fabric maintenance shall be carried out by an appropriately qualified and skilled team of maintenance operatives. This team shall also provide first line fault attendance for security and alarm systems and supervise specialist sub-contractors as required.
- 17.6 Ongoing development and training shall be provided for all members of the team. The maintenance team shall be operational 24 hours a day, 7 days a week.

Facilities Cleaning Team

- 17.7 The Supplier shall ensure that daily cleaning requirements for the IRC building and soft fabric shall be carried out by an appropriately qualified and trained team of cleaning operatives. This team shall also provide supervision for specialist sub-contractors as required.
- 17.8 Ongoing development and training shall be provided for all members of the team. The cleaning team shall be operational as required.

Sub-Contractors

- 17.9 The Supplier will be responsible for the management of sub-contractors at each stage, including but not limited to vetting, engagement, security, quality, performance, improvements and, where required, replacement.

18. WORKS

The Supplier shall ensure that all Works, regardless of the scale or value, shall comply with the relevant Ministry of Justice (MoJ) Property Directorate technical standards, including the Core Requirements for All Projects. The Supplier shall obtain the latest version of the MoJ Standards, prior to commence of undertaking any Works, through contacting the [REDACTED]

Minor Work

- 18.1 Minor Works are activities outside of the Planned Maintenance, requested either by the Authority or the Supplier, that fall outside the planned maintenance and would typically be undertaken to alter or update the IRC following submission of a Change Request from the Authority or the Supplier. Works, including alterations, modifications or installations that alter the physical appearance or utilisation of the IRC below £10,000 are classified as Minor Works.
- 18.2 Minor Works shall be undertaken as appropriate by the Supplier in accordance with the Contract and Schedule 22 (*Change Control Procedure*). Following any Minor Works, such new works shall be included in the Maintenance Programme and Cleaning Programme, the health and safety file, the 'As Built' drawings, asset schedules and the electronic records held on the CAFM System which shall be amended accordingly, all to design standards.
- 18.3 The Supplier shall ensure that, wherever appropriate, any such Minor Works that invoke the requirements of planning or building regulations are considered and compliant as required.
- 18.4 Minor Works should be completed within 4 weeks, or as otherwise agreed with the Authority, from the date the brief or specification is agreed with the Supplier.
- 18.5 The cost of undertaking the Minor Works are recoverable, by the Supplier in accordance with the Pass-Through cost provisions set out in Schedule 15 (*Charges and Invoicing*) Part A Paragraph 6 unless otherwise agreed between the parties. Paragraphs 18.2 shall apply irrespective of which party is bearing the costs.

Major Works

- 18.6 Major Work are activities outside of the Planned Maintenance as requested either by the Authority or the Supplier where costs are expected to exceed £10,000 and would typically be undertaken to alter or update the IRC.
- 18.7 Upon receipt of a Change Request from the Authority, the Supplier is required to comply with the requirements of Schedule 22 (*Change Control Procedure*) including providing 3

OFFICIAL – SENSITIVE

comparable quotations to the Authority. It will be at the Authority's sole discretion which quotation is accepted.

- 18.8 Any Major Works shall be undertaken by a specialist team, with all the skills and resources necessary to undertake major/capital replacement works.
- 18.9 The Supplier is to ensure, if directed by the Authority, that a Project Manager is used to oversee the Major Works.
- 18.10 Any necessary Major Works shall be undertaken as appropriate by the Supplier in accordance with the Contract. Following any Major Works, such new works shall be included in the Maintenance Programme and Cleaning Programme, the health and safety file, the 'As Built' drawings, asset schedules and the electronic records held on the CAFM System which shall be amended accordingly, all to design standards.
- 18.11 The Supplier shall ensure that, wherever appropriate, any Major Works that invoke the requirements of planning or building regulations are considered and compliant as required.
- 18.12 The cost of undertaking the Major Works are recoverable, by the Supplier in accordance with the Pass-Through cost provisions set out in Schedule 15 (*Charges and Invoicing*) Part A Paragraph 6, unless otherwise agreed between the parties. Paragraphs 18.7 shall apply irrespective of which party is bearing the costs.

Major Facilities Asset Works

- 18.13 The Supplier shall ensure that the management of planned Major Facilities Asset Works is undertaken in consultation with the Authority and, if appointed, Authority Representatives.
- 18.14 The Supplier shall ensure that any Major Facilities Asset Works will be managed in accordance with paragraph 18.15 of this Schedule, Schedule 22 (*Change Control Procedures*) and subject to Schedule 15 (*Charges and Invoicing*).
- 18.15 The Supplier shall;
 - (a) draft the scope of Major Facilities Asset Works requirements within ten (10) working days of the Works being identified and provide to the Authority;
 - (b) undertake and/or commission the scope of Major Facilities Asset Works within ten (10) working days of notification to proceed by the Authority;
 - (c) provide 3 comparable quotations and evaluate these within ten (10) working days;
 - (d) within ten (10) days of paragraph 18.15(c) submit to the Authority the quotations and recommended approach evidencing that best value for money has been obtained;
 - (e) oversee the completion of Major Facilities Asset Works using specialist contractors and/or a project manager as necessary;
 - (f) sign-off the completion of Major Facilities Asset Works using specialist contractors as necessary;

- (g) report to the Authority when Major Facilities Asset Works have been undertaken or if there are delays to the completion of these Works; and
 - (h) update the Asset Register as necessary, once these Works have been completed thereby ensuring that related assets are appropriately entered on the Asset Register.
- 18.16 Following any Major Facilities Asset Works, such new works shall be included in the Maintenance Programme and Cleaning Programme, the health and safety file, the 'As Built' drawings, asset schedules and the electronic records held on the Virtual Library and on the CAFM System which shall be amended accordingly, all to design standards.
- 18.17 The Supplier shall ensure that, wherever appropriate, any Major Facilities Asset Works that invoke the requirements of planning or building regulations are considered and compliant as required.
- 18.18 The cost of any Major Facilities Asset Works required exceeding £50,000 shall be borne by the Supplier in accordance with Schedule 15 (*Charges and Invoicing*) paragraph 7.

19. ENVIRONMENTAL MANAGEMENT

Energy Management

- 19.1 The Supplier shall provide energy management services in accordance with Schedule 33 (*Social Value*). It shall provide regular reports on usage in accordance with Schedule 24 (*Reports and Records Provision*).
- 19.2 The Supplier shall maintain the Maintained Assets such that they operate efficiently and optimise energy usage.
- 19.3 The Supplier shall provide a Social Value Policy and Plan which shall set out how it will meet, monitor and measure the Standard Social Value Targets in accordance with Schedule 33 (*Social Value*).

20. MANAGEMENT INFORMATION

- 20.1 The Supplier shall develop and maintain a structured administration system for management of all facilities and maintenance related information under the Contract (the "**Technical Library**"), to ensure transparency of process and full audit trails. The Technical Library must be updated and maintained with accurate information at all times.
- 20.2 The Supplier shall provide documentation to the Authority and provide to the Authority, information in accordance Schedule 24 (*Reports and Records Provision*).
- 20.3 Where documentation cannot be provided electronically, the Supplier must ensure that records are held, kept up to date, accurate and accessible to the Authority.
- 20.4 The Supplier shall, ensure that sub-contractors, responsible for the direct provision of services, or any part thereof, maintain a true and correct set of records and a complete up to date and orderly documentary record of all transactions entered into by the Supplier for

the purposes of this Contract.

- 20.5 All documents shall be kept in good order and shall be available at all reasonable times for inspection by the Authority and the Supplier shall ensure that its sub-contractors shall make available such information as may be reasonably required by the Authority.

21. FIRE PREVENTION MEASURES

- 21.1 The Supplier shall provide an environment in which people and properties are, as far as is reasonably practicable, protected from fire and its effects. The Supplier shall comply in full with the applicable fire safety legislation:

- (a) For England and Wales Regulatory Reform (Fire Safety) Order 2005 (RRFSO) as amended by the Fire Safety Act 2021;
- (b) For Northern Ireland, Fire and Rescue Services (Northern Ireland) Order 2006 and the Fire Safety Regulations (Northern Ireland) 2010 (SR (NI) 2011/351); and
- (c) General Fire Safety Management Policy should be as recommended in BS9999 (2017): Fire Safety in the design, management and use of buildings: Code Of Practice (BS9999).

- 21.2 The requirements set out below are based on these standards.

- 21.3 The Supplier shall:

- (a) Implement a Fire Safety Policy covering the Supplier's staff, Home Office staff, Detainees and all Visitors to the IRC;
- (b) Carry out Fire Risk Assessments, in accordance with the Regulatory Reform (Fire Safety) Order 2005 as amended by the Fire Safety Act 2021, SI No 1541 (And in accordance with the guidance contained in HO Technical Advice Note (TAN Version 3) "Fire Risk Assessment Competency & reporting Standards". A copy of this will be supplied to the Supplier on appointment;
- (c) Provide a risk assessment and or review any existing fire risk assessment to determine levels of risk and detailing the fire safety management arrangements. A Fire Risk Assessment Guidance and Template document will be supplied to the Supplier on appointment. Identify who is to carry out the assessment (Competent Person) and state when a full fire risk assessment report will be undertaken and made available, following the award of the contract;
- (d) Ensure that any person who undertakes a fire risk assessment or review is approved by the Home Office Fire Adviser in accordance with the Home Office Technical Advice Note (see 21.3b) above);
- (e) Draft and maintain Fire Risk Register and populate significant Fire Risks and apply appropriate Risk Scores and Ratings;
- (f) Appoint one or more competent persons to assist in undertaking the preventive and protective measures as required by the relevant legislation;
- (g) Develop a comprehensive "Training Policy" for the building. Ensure that staff

OFFICIAL – SENSITIVE

has the necessary competencies. Ensure the training of staff and maintaining of relevant records;

- (h) Organise periodic audits to review the current fire safety management procedures; also review the procedure whenever there are significant changes;
- (i) Organise periodic audits to review the effect of changes in personnel and ensure periodic safety system reviews;
- (j) Ensure the effectiveness of automatic fire safety system, i.e. that they remain suitable and sufficient during and/or following material alterations or significant changes to the premises and that records confirming this are maintained available for inspection or use on the premises;
- (k) Monitor and control building work including but not limited to hot working permits, lone and confined space working as necessary;
- (l) Maintain emergency plans (including evacuation plans, victim help and emergency accommodation);
- (m) Undertake periodic reviews of the fire safety management system. Note: Test evacuations (Fire Drills) are to be conducted at least monthly and the requirement for a detainee to leave the building is to be rigorously enforced. Ensure the monitoring of evacuation procedures, monitoring the behaviour of occupants and adjusting plans accordingly;
- (n) Monitor and review the Fire Safety Manual in accordance with the guidance recommended in BS9999 Annex H;
- (o) Maintain the fire safety manual, as described in BS 9999; reference to the contents of the fire safety manual Annex H, including training records, test evacuation records and details of 'near miss' events;
- (p) Ensure contingency planning for abnormal occupancy loads;
- (q) Ensure contingency planning for equipment failure or repair;
- (r) Respond to any rare or unexpected events that could increase the risk of fire or affect the evacuation procedures;
- (s) Produce and implement disaster plans;
- (t) Ensure the assessment and mitigation of potential environmental impact of fire;
- (u) Ensure the maintenance and policing of safe working practices;
- (v) Ensure the identification and reduction in the likelihood of fire occurring;
- (w) Ensure a fire strategy is developed and maintained for all reasonably foreseeable contingencies;
- (x) Ensure the monitoring and maintenance of means of escape;
- (y) Ensure the maintenance of equipment provided for Personal Emergency Evacuation Plans for disabled or impaired persons (PEEPs);
- (z) Ensure the monitoring of PEEP requirements;
- (aa) Ensure assistance to PEEP users during an evacuation. PEEP shall be recorded;

OFFICIAL – SENSITIVE

- (bb) Provide routine maintenance and testing of fire safety equipment and systems, in accordance with the relevant British standards, statutory requirements and manufacturers' recommendation. Records confirming this should be maintained on site and readily available for inspection or use by any inspecting authority;
- (cc) Provide routine testing of fire safety procedures;
- (dd) Ensure inspection maintenance and testing of emergency communications systems. Records confirming this should be maintained on site and readily available for inspection or use by any inspecting authority; and.
- (ee) Ensure contact with Fire and Rescue Services and encourage familiarisation visits for operational personnel.