

**SCHEDULES TO THE CONTRACT**

**BELMARSH**

These Schedules are Schedules to the Project Agreement between

(1) The Secretary of State for Justice

and

(2) BWP Project Services Limited

dated 30th June 2010 as amended and restated on 19 December 2013 and on  
2018

These Schedules are initialled by the parties for identification purposes:

**The Secretary of State for Justice:**



**BWP Project Services Limited:**



## CONTENTS

Clause	Page
1	Authority's Requirements .....5
	PART 1: DESIGN AND CONSTRUCTION REQUIREMENTS .....5
	PART 1A: HOUSEBLOCK DESIGN AND CONSTRUCTION REQUIREMENTS..... 24
	PART 2: CUSTODIAL SERVICE SPECIFICATION ..... 35
	PART 3: MINIMUM REQUIREMENTS..... 90
	PART 4: CELL CERTIFICATE REQUIREMENTS..... 91
	PART 5: BRONZE AGE PLATFORM REQUIREMENTS..... 94
2	Contractor's Proposals..... 96
	PART 1: CONSTRUCTION PROPOSALS ..... 96
	PART 1A: HOUSEBLOCK CONSTRUCTION PROPOSALS ..... 97
	PART 2: CUSTODIAL SERVICE DELIVERY PROPOSALS ..... 156
	PART 2A: HOUSEBLOCK CUSTODIAL SERVICE DELIVERY PROPOSALS..... 157
	PART 3: CONSTRUCTION PROGRAMME ..... 169
	PART 3A: HOUSEBLOCK CONSTRUCTION PROGRAMME ..... 170
3	Initial Availability Requirements ..... 171
	PART 1: INDEPENDENT ENGINEER'S DECLARATION REQUIREMENTS ..... 171
	PART 1A: INDEPENDENT ENGINEER'S HOUSEBLOCK DECLARATION REQUIREMENTS ..... 175
	PART 2: POST COMPLETION WORKS ACCEPTANCE REQUIREMENTS..... 179
	PART 2A: POST COMPLETION HOUSEBLOCK WORKS ACCEPTANCE REQUIREMENTS ..... 180
	PART 3: OPERATING PROCEDURES TO BE PROVIDED BEFORE ACTUAL OPENING DATE ..... 181
4	PART 1: Equipment Register ..... 183
4	PART 2: Houseblock Equipment Register ..... 194
5	Payment Mechanism ..... 199
	PART 1: DEFINITIONS AND INTERPRETATION..... 199
	PART 2: PRISONER PLACES ..... 206
	PART 3: CALCULATION OF PAYMENT..... 208
	PART 4: REPORTING AND INVOICING ..... 226
	PART 5: UNAVAILABILITY ..... 230
	PART 6: RECTIFICATION ..... 234
	PART 8: ESCAPES..... 237
	PART 9: UTILITIES MANAGEMENT ..... 239
	PART 10: FIXED CAPP FEE ..... 245
	PART 11: NON-STAFF COSTS..... 250
	PART 12: STAFF COSTS ..... 253
	PART 13: PHASE-IN TIMETABLE ..... 256
	PART 14: JEAPP PROVISION TIMETABLE..... 257
6	Contract Delivery Indicators..... 259
	PART 1: DEFINITIONS..... 259
	PART 2: OPERATION OF THE CUSTODIAL SERVICE FAILURE SYSTEM..... 262
7	Required Insurances ..... 292

	PART 1: POLICIES TO BE TAKEN OUT BY THE CONTRACTOR AND MAINTAINED DURING THE PERIOD OF ANY WORKS.....	292
	PART 1A: POLICIES TO BE TAKEN OUT BY THE CONTRACTOR AND MAINTAINED DURING THE PERIOD OF ANY HOUSEBLOCK WORKS .....	298
	PART 2: POLICIES TO BE TAKEN OUT BY THE CONTRACTOR AND MAINTAINED DURING THE CUSTODIAL SERVICE PERIOD .....	304
	PART 3: ENDORSEMENTS .....	310
	PART 4: BROKER'S LETTER OF UNDERTAKING .....	315
	PART 4A: BROKER'S LETTER OF UNDERTAKING FOR THE HOUSEBLOCK.....	320
	PART 5: DEFINITIONS.....	325
8	Premium Costs Sharing Mechanism .....	327
9	Change Protocol .....	335
	PART 1: DEFINITIONS AND INTERPRETATION.....	335
	PART 2: GENERAL .....	341
	PART 3: LOW VALUE CHANGES .....	343
	PART 4: MEDIUM VALUE CHANGES.....	347
	PART 5: HIGH VALUE CHANGE .....	352
	PART 6: HIGH VALUE AND MEDIUM VALUE CHANGE IMPLEMENTATION AND PAYMENT .....	360
	PART 7: CONTRACTOR CHANGES .....	366
10	Review Procedure.....	397
11	Financing Agreements.....	405
	PART 1: INITIAL FINANCING AGREEMENTS .....	405
	PART 2: SENIOR FINANCING AGREEMENTS .....	405
	PART 3: SUBORDINATED FINANCING AGREEMENTS .....	406
12	Project Documents .....	407
	PART 1: ORIGINAL PROJECT DOCUMENTS TO BE PROVIDED BY THE AUTHORITY .....	407
	PART 2: ORIGINAL PROJECT DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR .....	408
	PART 3: HOUSEBLOCK PROJECT DOCUMENTS TO BE PROVIDED BY THE AUTHORITY .....	409
	PART 4: HOUSEBLOCK PROJECT DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR .....	410
	PART 5: REFINANCING DOCUMENTS TO BE PROVIDED BY THE AUTHORITY .....	411
	Part 6: REFINANCING Documents to be provided by the Contractor.....	412
13	NOT USED .....	413
14	SOG Report .....	414
15	Commercially Sensitive Information.....	420
	PART 1: COMMERCIALLY SENSITIVE CONTRACTUAL PROVISIONS .....	420
	PART 2: COMMERCIALLY SENSITIVE MATERIAL.....	423
16	Contractor Warranted Data.....	425
16A	Contractor Warranted Updated Data .....	426
16B	CONTRACTOR WARRANTED SECOND UPDATED DATA .....	427
17	Daily Report .....	429
18	Interim Project Report .....	431
19	Site Plans .....	432

20	Part 1: Title Matters.....	435
20	Part 2: Houseblock Title Matters.....	437
21	Part 1: Authority Planning Conditions.....	439
21	Part 2: Authority Houseblock Planning Conditions.....	460
22	Contractor's Key Staff.....	469
23	Notices.....	470
24	Variations to the Commercial Conditions .....	472
	Schedules 25 – 39 – Not Used .....	473
40	Excusing Causes.....	474
41	Houseblock Works Fee .....	480
42	Payments on Houseblock Termination.....	496
43	Houseblock Change Notice Register .....	498
	Schedules 44 – 49 – Not Used .....	500
50	Houseblock Lease.....	501
51	Deed of Variation to Lease.....	502

## **SCHEDULE 0**

### **Authority's Requirements**

#### **PART 1: DESIGN AND CONSTRUCTION REQUIREMENTS**

##### **1. SECTION 1: DEFINITIONS AND INTERPRETATION**

- 1.1 In these Design and Construction Requirements, unless the context otherwise requires:

<b>"BRE"</b>	means Building Research Establishment Limited, including any successor organisation performing the same or a similar function;
<b>"BREEAM Assessment"</b>	means a design, procurement and post construction review assessment as defined within BREEAM Prisons 2008; issue 3 (dated 01/05/2009).
<b>"BREEAM: Prisons"</b>	means the Building Research Establishment Environmental Assessment Method for Secure Prisons;
<b>"Building Regulations"</b>	means the Building Regulations 2000, as published by the Stationery Office Limited
<b>"Cat 6A Specification"</b>	means the category 6A cabling specification standard set out by the Telecommunications Industry Association
<b>"Category B Prison"</b>	means a prison from which prisoners should find it very difficult to escape;
<b>"CNA"</b>	means certified normal accommodation;
<b>"Common Minimum Standards"</b>	means the document entitled "Common Minimum Standards for Procurement of the Built Environment in the Public Sector" as published by the Office of Government and Commerce

<b>"Custodial Property's Cell Call Systems Specification"</b>	means the document entitled "Cell Call Systems Specification" with reference STD/E/SPEC/013 as published by the Authority ;
<b>"Data Room"</b>	means the Authority's virtual data room containing background information regarding the Authority's Prison requirements;
<b>"DEFRA Timber Procurement Advice Note"</b>	means the document entitled "Timber Procurement Advice Note November 2005" as published by the Department for Environment, Food and Rural Affairs;
<b>"Department of Health Guidance"</b>	means the guidance relating to the provision of healthcare in prisons, as published by the Department of Health;
<b>"Display Energy Certificate"</b>	has the meaning given to it in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007;
<b>"EMAS"</b>	means the European Union Eco-Management and Audit System;
<b>"Fire Safety Report"</b>	means the document entitled "Fire Safety in Prison", as published by BRE;
<b>"FLEGT Partner"</b>	means a Forest Law Enforcement, Governance and Trade partner;
<b>"Education Services"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"MCB"</b>	means a miniature circuit breaker;
<b>"New Generation Prisons"</b>	means the document entitled "New Generation Prisons" as published by the Authority;
<b>"National Identity Scheme"</b>	means the national identity scheme as published by the Government;
<b>"OGC Construction Procurement Guide"</b>	means the document entitled "Achieving Excellence in Construction Procurement Guide No .11" as published by the Office of

Government and Commerce ;

<b>"Physical &amp; Special Security Guide No. 2 – Entry Building"</b>	means the document entitled "Physical & Special Security Guide No. 2 – Entry Building" as published by NOMS;
<b>"Policy on ID Management"</b>	means the policy of identity management as published by the Government;
<b>"PPIO"</b>	means the police prison intelligence officer;
<b>"PSO"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"Reducing Re-offending Through Skills and Employment: Next Steps"</b>	means the document entitled "Reducing Re-offending Through Skills and Employment: Next Steps" as published by the Home Office ;
<b>"RCCB"</b>	means a residual current circuit breaker;
<b>"Restricted"</b>	has the meaning given to it in the Government Protective Marking Scheme;
<b>"RRO"</b>	means the Regulatory Reform (Fire Safety) Order 2005;
<b>"Safer Cell Standards"</b>	means the document entitled "Safer Cell Standards" as published in the Data Room;
<b>"Safer Custody Guides"</b>	means the document entitled "Safer Custody Guides" as published in the Data Room;
<b>"Server Room Specification"</b>	means the document entitled "Server Room Specification" as published in the Data Room;
<b>"Staff"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"Telemedicine Service"</b>	means the medical consultation service to be provided via video conferencing technology to Prisoners by the Healthcare Provider; and
<b>"WRAP"</b>	means the Waste & Resources Action Programme.

**2. SECTION 2: OVERVIEW**

- 2.1 The Contractor shall provide sufficient accommodation so that the Prison can be operational with a CNA of six hundred (600) and an operating capacity of nine hundred (900) Prisoners.
- 2.2 The Contractor shall provide design flexibility so that the Prison can operate as an adult male local prison holding a high level of Remand Prisoners including Prisoners between the ages of 18 and 20 years old.
- 2.3 The Prison shall be designed and constructed to support the delivery of the following NOMS corporate aims:
  - 2.3.1 protecting the public;
  - 2.3.2 reducing re-offending;
  - 2.3.3 punishing offenders;
  - 2.3.4 rehabilitating offenders; and
  - 2.3.5 ensuring victims feel justice has been done.
- 2.4 The design and construction of the Prison shall enable the delivery of all aspects of the Custodial Service, while preventing Escapes and ensuring that Prisoners are held in a safe, secure and healthy environment and behave in a controlled and orderly manner.
- 2.5 The design of the Prison shall:
  - 2.5.1 fully comply with all Legislation regarding prison design and construction;
  - 2.5.2 where applicable, provide alternative solutions that support operational risk assessments for meeting Legislation where the operational and security requirements of a prison inhibit strict adherence to Legislation, such as proposals for dealing with means of escape in the event of a fire and the requirements of the Disability Discrimination Act 1995, for example;
  - 2.5.3 provide an environment that supports the operational requirements of the Prison to reduce re-offending;
  - 2.5.4 aim to assist the operational management in delivering the philosophy and appropriate requirements of PSO 1000;



- 2.5.5 be suitable to accommodate the regime and programmes proposed in the Custodial Service Delivery Proposals and Contractor's Operational Documents;
- 2.5.6 take into account, where appropriate, the requirements of the Common Minimum Standards;
- 2.5.7 take into account safer custody requirements, particularly in respect of reception facilities, first night accommodation, Prison Cell furniture and Prison Cell layout;
- 2.5.8 comply with PSO 1900;
- 2.5.9 take into account the principles of "New Generation Prisons";
- 2.5.10 deliver the Authority's requirements on sustainability and environmental protection in accordance with the provisions of **clause 37 (Sustainability)**; and
- 2.5.11 support the delivery of the Authority's equality and diversity requirements in accordance with the provisions of **clause 36 (Equality and Diversity)**.

### **3. SECTION 3: DESIGN AND CONSTRUCTION REQUIREMENTS**

#### **3.1 Civil Engineering and Structural Requirements**

The Contractor shall:

- 3.1.1 design and construct to a minimum life span of not less than sixty (60) Years;
- 3.1.2 ensure that the structure of the Prison is fit for purpose, durable and able to sustain all the loads and deformation of normal construction and use as a prison building;
- 3.1.3 ensure that the Prison and Buildings including all fixtures, fittings and finishes have resistance to the effects of heavy twenty four (24) hour a Day, three hundred and sixty five (365) Days a Year usage; and
- 3.1.4 ensure that the structure of the Prison is resistant to vandalism, misuse and high levels of wear and tear that is commensurate with a penal environment.

#### **3.2 Prison Security Requirements**

The Contractor shall:

- 3.2.1 ensure that the perimeter of the Prison is designed and constructed to provide an appropriate level of physical security for a Category B Prison. This shall include making it extremely difficult for:
  - 3.2.1.1 Prisoners to Escape;
  - 3.2.1.2 intruders to gain access; and
  - 3.2.1.3 unauthorised articles to be smuggled into the Prison;
- 3.2.2 ensure that the perimeter of the Prison shall facilitate appropriate intervention by Operational Staff in response to security incidents in the perimeter security zone;
- 3.2.3 use construction materials, fixtures and fittings that are robust and resistant to damage and that cannot be easily removed and employed as weapons; missiles, aids to escape or to form a barricade in Buildings and/or areas with significant Prisoner access; and
- 3.2.4 design and construct the Buildings to prevent Prisoners climbing fencing, Buildings and gaining access to the roofs of Buildings, wherever possible.

### 3.3 **Prison Cells**

The Contractor shall:

- 3.3.1 design the Prison Cells to provide a healthy and hygienic environment;
- 3.3.2 ensure the Prison Cell design minimises the level of maintenance required including maintenance of all fixtures, fittings, furniture and finishes within the Prison Cell;
- 3.3.3 ensure that Prison Cells are safe, easily accessible by Operational Staff and designed to minimise the opportunity for Prisoners to conceal prohibited items;
- 3.3.4 meet the requirements of the Independent Engineer's Declaration Requirements;
- 3.3.5 design and construct Prison Cells to Safer Cell Standards to meet the requirements of the Safer Custody Guides;
- 3.3.6 ensure that each Single Prison Cell shall have a floor area of at least 6.8m<sup>2</sup>. If a shower area is to be incorporated within a Single Prison Cell, the total floor area shall be at least 8.5m<sup>2</sup>;

- 3.3.7 ensure that each Double Prison Cell shall have a floor area of at least 9.8m<sup>2</sup> so that it can accommodate two single bunks or beds. If a shower area is to be incorporated within a Double Prison Cell the total floor area shall be at least 11m<sup>2</sup>;
- 3.3.8 provide a WC compartment or suitable modesty screening for all Prison Cells;
- 3.3.9 install a Prison Cell call/alarm system which shall be operable from each Prison Cell, capable of being audited and which (as a minimum requirement) shall comply with Custodial Property's Cell Call Systems Specification;
- 3.3.10 provide sufficient numbers of Prison Cells that are accessible and provide facilities for people with disabilities;
- 3.3.11 provide separate special accommodation for Prisoners who are assessed as being especially vulnerable;
- 3.3.12 ensure the Prison Cell layout will provide sufficient daylight to enable Prisoners to read or work by natural light in normal daylight conditions;
- 3.3.13 design each Prison Cell window so that it maintains an appearance as normal as possible while meeting all security and safety requirements;
- 3.3.14 ensure that the level of available natural daylight should not be reduced if changes to the Prison Cell furniture configuration are made by the Contractor; and
- 3.3.15 ensure adequate manually operated fresh air ventilation is provided to Prison Cells, the operation of which shall be accessible from within the Prison Cell.

#### 3.4 **Accommodation Modules/Houseblocks**

The Contractor shall:

- 3.4.1 consider and take into account the potential complexity of Prisoner movements required to deliver the Custodial Service when proposing the location of accommodation modules and houseblocks and their relationship with all other Buildings;
- 3.4.2 design each accommodation module or houseblock to:
  - 3.4.2.1 be of a manageable size, suited to the type of Prisoner, and of a size in which a Prisoner can feel at ease;

- 3.4.2.2 provide a safe, light and open environment that enables Operational Staff to unobtrusively supervise, monitor, manage and control Prisoners' movement and circulation;
- 3.4.2.3 enable good lines of sight and observation for Operational Staff throughout the accommodation and along the external perimeter of the accommodation module or houseblock;
- 3.4.2.4 be economical to build, resource and maintain;
- 3.4.2.5 have a compact building form which is efficient in land-take (yet compatible with Planning Approval requirements);
- 3.4.2.6 provide dedicated external exercise areas for use by Prisoners;
- 3.4.2.7 provide accommodation for association and out of Prison Cell activities; and
- 3.4.2.8 take into account the needs of people with disabilities and those who have sensory impairment;

### **3.5 Care and Separation Unit**

The Contractor shall provide a Care and Separation Unit that:

- 3.5.1 supports the delivery of the requirements of PSO 1700;
- 3.5.2 segregates Prisoners making noisy, violent or 'dirty' protests;
- 3.5.3 provides cellular confinement for a Prisoner found guilty of an offence against discipline;
- 3.5.4 accommodates Prisoners segregated either for the maintenance of good order and discipline or in their own interests;
- 3.5.5 provides accommodation for Prisoners connected with impending investigations that may, for example, involve an incident in the Prison;
- 3.5.6 provides a multipurpose room which can be utilised by the Healthcare Provider should a Prisoner need to be seen in private; and
- 3.5.7 meets the Independent Engineer's Declaration Requirements.

### **3.6 Catering Services**

The Contractor shall:

- 3.6.1 provide catering facilities that support the delivery of the requirements of PSO 5000;
- 3.6.2 provide catering facilities that enable the requirements of **paragraph 4.7.8 (Catering)** of the Custodial Service Specification to be achieved;
- 3.6.3 ensure that catering facilities comply with all relevant public health and food hygiene Legislation; and
- 3.6.4 ensure that the Prison design ensures that the security of all foodstuffs can be maintained during delivery, storage and distribution within the Prison.

### 3.7 **Entry Building**

The Contractor's design of the entry building shall take into account the requirements of the Physical & Special Security Guide No. 2 – Entry Building.

### 3.8 **Admissions and Discharge**

The Contractor shall:

- 3.8.1 ensure that the admissions and discharge facility shall deliver the requirements of PSO 0500;
- 3.8.2 support the delivery of the appropriate requirements of PSO 0550
- 3.8.3 ensure that the admissions and discharge facility shall enable the requirements of **paragraph 4.6.3 (Reception)** of the Custodial Service Specification to be achieved; and
- 3.8.4 provide facilities which shall, as a minimum, be available to:
  - 3.8.4.1 receive and discharge Prisoners;
  - 3.8.4.2 undertake mandatory drug testing;
  - 3.8.4.3 provide shower and WC facilities;
  - 3.8.4.4 undertake the necessary procedures and documentation;
  - 3.8.4.5 search and/or store Prisoners' property and personal effects;
  - 3.8.4.6 store and issue both Prison and discharge clothing;

- 3.8.4.7 allow Prisoners access to telephone facilities; and
- 3.8.4.8 meets Safer Cell Standards.

### 3.9 **Workshops**

The Contractor shall:

- 3.9.1 provide workshop accommodation to support the delivery of the requirements of **paragraph 4.4.5 (Education, Training and Employment Pathway)** of the Custodial Service Specification to be achieved; and
- 3.9.2 provide accommodation to support the delivery of Reducing Re-offending Through Skills and Employment: Next Steps.

### 3.10 **Physical and Recreation Centre**

The Contractor shall:

- 3.10.1 provide sufficient facilities to enable Prisoners to participate in constructive physical leisure activities; and
- 3.10.2 ensure that one or more of the fitness suites in the main gym complex is available for therapeutic and remedial activities.

### 3.11 **Visits Complex**

The Contractor shall:

- 3.11.1 provide accommodation to facilitate open, closed and official visits that meets the requirements of PSO 4410;
- 3.11.2 provide a visits complex that is relaxed and has an informal atmosphere while enabling Operational Staff to observe, control and maintain security during visits; and
- 3.11.3 provide adequate welfare facilities for visitors within the visits complex.

### 3.12 **Offender Learning and Skills and Library**

The Contractor shall:

- 3.12.1 provide accommodation that will support the delivery of Education Services; and

- 3.12.2 ensure that the accommodation facilitates the use of the Authority ICT Systems.

### 3.13 **Healthcare**

The Contractor shall:

- 3.13.1 provide accommodation, furniture, equipment and facilities to support the delivery of the Healthcare Services and the provision of the following clinics:
  - 3.13.1.1 podiatry/chiropractic;
  - 3.13.1.2 physiotherapy;
  - 3.13.1.3 dentistry;
  - 3.13.1.4 general practitioner;
  - 3.13.1.5 long term conditions;
  - 3.13.1.6 diabetes;
  - 3.13.1.7 blood borne virus;
  - 3.13.1.8 optician;
  - 3.13.1.9 radiography; and
  - 3.13.1.10 genito urinary medicine;
- 3.13.2 ensure that any such accommodation, furniture, equipment and facilities complies with the Department of Health Guidance;
- 3.13.3 provide a methadone dispensing system to facilitate the dispensing of methadone to Prisoners;
- 3.13.4 provide facilities for the safe storage of Prisoners' medical records for those Prisoners who do not provide a forwarding GP contact upon their release; and
- 3.13.5 ensure that each Prison Cell within the Healthcare Unit has a hatch in the door to facilitate the care of Prisoners within the Healthcare Unit.

### 3.14 **Religion**

The Contractor shall:

- 3.14.1 provide accommodation and/or facilities to enable Prisoners to observe their faith; and
- 3.14.2 provide office accommodation for use by the multi-faith chaplaincy team.

### **3.15 Video Conferencing Facilities**

The Contractor shall:

- 3.15.1 provide suitable accommodation and infrastructure to enable the use of video conferencing technology;
- 3.15.2 provide accommodation to enable the use of video conferencing to meet the requirements of PSO 1030;
- 3.15.3 ensure that the court video link facility is located in a quiet, safe and secure area;
- 3.15.4 provide court video rooms which:
  - 3.15.4.1 are sufficiently sound-proofed to prevent outside noise and provide a degree of privacy for Prisoners;
  - 3.15.4.2 can accommodate up to three (3) Prisoners sitting side by side;
  - 3.15.4.3 are designed to ensure that, when seated, the distance between a Prisoner's face and the television monitor is between two (2) and three point five (3.5) metres, with space for access and circulation and that the supervising officer is out of the sight of the camera;
  - 3.15.4.4 are fitted with décor and lighting which maximise the quality of transmission from the court video rooms;
  - 3.15.4.5 can maintain a comfortable temperature;
  - 3.15.4.6 are fitted with anti-static carpet;
  - 3.15.4.7 contain a table and chairs for use by Prisoners, such chairs being upholstered and non swivel and all furniture shall be fixed to the floor; and



3.15.4.8 contain a fixed table or worktop at a height of approximately 750mm and fixed chairs in each briefing room; and

3.15.5 provide a training video which explains the court video link procedure.

**3.16 Drug Related Prisoner Programmes**

The Contractor shall provide accommodation and/or facilities to enable the provision of drug treatment programmes, including mandatory drug treatment programmes.

**3.17 Building Engineering Services - Mechanical Engineering Services**

The Contractor shall provide a reliable, resilient, secure, efficient and environmentally sound mechanical engineering infrastructure that will support all aspects of the Prison design. .

**3.18 Building Engineering Services - Electrical Engineering Services**

The Contractor shall:

3.18.1 provide a reliable, resilient, secure, efficient and environmentally sound electrical engineering service that will support all elements of the Prison design; and

3.18.2 provide a data cabling infrastructure to a minimum Cat 6 Specification.

**3.19 Building Engineering Services - in Cell Electrical Services Requirements**

The Contractor shall:

3.19.1 provide in each Prison Cell 2 x 240-volt power sockets (with a limit of 4 Ampere);

3.19.2 ensure power is to be protected on an individual Prison Cell basis by an RCCB and/or MCB array. No RCCB is required on light circuits due to intermittent tripping caused by Prisoners;

3.19.3 ensure that the earthing system is designed to ensure safety, in accordance with current Legislation; and

3.19.4 ensure that each Prison Cell is capable of being isolated externally.

**3.20 Fire Safety Requirements**

The Contractor shall ensure that the design of the Prison is in accordance with:

- 3.20.1 Building Regulations or as otherwise varied and approved by the Building Regulations Authority;
- 3.20.2 the recommendations contained in the Fire Safety Report or as otherwise detailed with the Construction Proposals; and
- 3.20.3 all relevant Legislation.

### 3.21 **Environmental and Sustainability**

The Contractor shall:

- 3.21.1 promote sustainability throughout the design and construction of the Prison;
- 3.21.2 apply BREEAM: Prisons and undertake a formal BREEAM Assessment of all the applicable Buildings and achieve an "excellent" rating, or equivalent, as a result of that assessment;
- 3.21.3 design the Prison to reduce the potential adverse environmental impacts and identify means of environmental enhancements of the construction of the Prison through the implementation of an accredited environmental management system, such as ISO 14001 or EMAS;
- 3.21.4 ensure that all timber and timber products used for the Works and within the fabric of the Prison, originate from either independently verified legal and sustainable sources or from a licensed FLEGT Partner and are purchased in accordance with the DEFRA Timber Procurement Advice Note;
- 3.21.5 design the Prison to take into account the need to:
  - 3.21.5.1 minimise carbon emissions from offices and road vehicles;
  - 3.21.5.2 minimise water consumption;
  - 3.21.5.3 minimise waste arisings;
  - 3.21.5.4 maximise energy efficiency;
  - 3.21.5.5 increase the proportion of energy sourced from renewables
  - 3.21.5.6 maximise recycling;
  - 3.21.5.7 where possible, minimise any negative, and enhance positive, impacts on biodiversity; and

- 3.21.5.8 promote the use of public transportation systems, where applicable;
- 3.21.6 take into account the requirements of the OGC Construction Procurement Guide; and
- 3.21.7 Where appropriate utilise the guidance on construction procurement, waste minimisation and materials recycling as published by WRAP.

### 3.22 **Police Liaison**

The Contractor shall:

- 3.22.1 provide an office for use by the PPIO, which shall include:
  - 3.22.1.1 two (2) desk positions with access to the Authority's ICT System; and
  - 3.22.1.2 a direct line telephone; and
- 3.22.2 provide IT infrastructure to enable the installation of specialist police systems for use by the PPIO.

### 3.23 **Display Energy Certificate**

The Contractor shall ensure that the design of the Prison allows the display of a Display Energy Certificate.

## 4. **SECTION 4: ICT INFRASTRUCTURE REQUIREMENTS**

### 4.1 **Prisoner Access to Technology**

The Contractor shall:

- 4.1.1 provide facilities to enable Prisoners to create, edit and print documents as part of a Prisoner's legal defence;
- 4.1.2 provide facilities to enable Prisoners to access on-line learning and other information and communication technology services, including, but not limited to, any third party hosted Prisoner learning services (including associated helpdesk facilities) and email within the Prison Cell;
- 4.1.3 provide each Prisoner with access to appropriate data held in respect of that Prisoner, including, but not limited to Prisoner monies, expenditure and booked visits;

- 4.1.4 provide facilities to enable Prisoners to communicate on-line with other Prisoners in an approved manner; and
- 4.1.5 provide telephony services, for use by Prisoners.

## 4.2 **ICT Infrastructure**

- 4.2.1 The Contractor acknowledges and agrees that the Authority shall install twenty (20) Quantum desktops and all necessary servers for the Authority's ICT System at the Prison. The Contractor shall provide the network infrastructure, including the following:
  - 4.2.1.1 a primary, leased line wide area network connection;
  - 4.2.1.2 a back up, satellite based, wide area network connection;
  - 4.2.1.3 print services;
  - 4.2.1.4 a suitable mounting site (which shall be determined in conjunction with the Authority's satellite network provider) for a 1.8 metre diameter satellite dish including ducting for data cables and mains power supply; and
  - 4.2.1.5 accommodation to house all local server and wide area network hardware (other than satellite dish hardware external to the building) provided by the Authority in dedicated server room(s) which shall, as a minimum, adhere to the Authority's server room specification standard set out in the Server Room Specification.

## 4.3 **Video Conferencing**

The Contractor shall:

- 4.3.1 provide facilities to enable Prisoner management, court hearings and other use by the Contractor, to be conducted by means of a video link, which shall include;
  - 4.3.1.1 Prisoner interview booths;
  - 4.3.1.2 court video rooms;
  - 4.3.1.3 office space for Operational Staff;
  - 4.3.1.4 a store room capable of housing the hub equipment; and
  - 4.3.1.5 a Prisoner waiting area;

- 4.3.2 provide facilities to enable the Telemedicine Service to be provided;
- 4.3.3 ensure the video conferencing facilities meet the requirements of PSO 1030;
- 4.3.4 provide network connectivity in a secure manner to an Authority provided network interconnect hub in order to gain access to the Authority's video conferencing bridge to meet the requirements of **paragraph 4.10.4 (Security Standards)** of the Custodial Service Specification;
- 4.3.5 provided court video rooms which contain two (2) network points at the rear of the rooms and two (2) or more twin power outlets adjacent to the network points;
- 4.3.6 ensure that cable ducts with the capacity to contain fibre optic cables are run from the point where incoming cables are located, to the video link office area;
- 4.3.7 ensure that each briefing room contains one (1) network point and one (1) or more adjacent twin power outlet sockets;
- 4.3.8 ensure that a single network point is provided in the video link administration/office area for the network fax machine; and
- 4.3.9 ensure that all network points shall be cabled back to the rack that will house the hub and the incoming fibre optic cable equipment. The rack, hub and incoming fibre optic cable shall be provided by the Authority.

#### 4.4 **Technical Standards**

The Contractor shall:

- 4.4.1 ensure that the Contractor's ICT Systems which involve the management of Prisoner or visitor identities shall at all times comply with the Policy on ID Management and the National Identity Scheme, where practicable;
- 4.4.2 ensure that the Contractor's ICT Systems comply with all Legislation and Good Industry Practice, including:
  - 4.4.2.1 the Electricity at Work Act 1989;
  - 4.4.2.2 the Factories Act 1961;
  - 4.4.2.3 the Health and Safety at Work etc. Act 1974;
  - 4.4.2.4 the Building Acts;

- 4.4.2.5 the Clean Air Act 1993;
- 4.4.2.6 the Control of Pollution Act 1989;
- 4.4.2.7 the Water Act 1991;
- 4.4.2.8 the CDM Regulations;
- 4.4.2.9 the Electromagnetic Compatibility Regulations 1992 and Electromagnetic Compatibility (Amendment) Regulations 1995;
- 4.4.2.10 the Management of Health and Safety Regulations 1999;
- 4.4.2.11 the Hazardous Waste Regulations 2000;
- 4.4.2.12 the Provision and Use of Work Equipment Regulations 1998;
- 4.4.2.13 the Workplace (Health, Safety and Welfare) Regulations 1992;
- 4.4.2.14 the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995;
- 4.4.2.15 the Fire Precautions (Workplace) Regulations 1997;
- 4.4.2.16 the Health and Safety (Signs and Signals) Regulations 1996;
- 4.4.2.17 the Electricity at Work Regulations 1989;
- 4.4.2.18 the Pressure Systems Safety Regulations 2000;
- 4.4.2.19 the Gas Safety (Installation and Use) Regulations 1998;
- 4.4.2.20 the Gas Appliances (Safety) Regulations 1995;
- 4.4.2.21 the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995;
- 4.4.2.22 the Control of Asbestos at Work Regulations 1987;
- 4.4.2.23 the Boiler (Efficiency) Regulations 1993;
- 4.4.2.24 BS 7671: 2001 – Requirements for Electrical Installations, 16th Edition;
- 4.4.2.25 BS 7430: 1998 Code of Practice for Earthing;

- 4.4.2.26 BS 6700: 1997 - Design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages;
- 4.4.2.27 HSE Approved Code of Practice (ACOP) for the control of legionella in water systems (L8); and
- 4.4.2.28 CIBSE TM13: 2002 - Minimising the risk of legionnaires' disease.

#### 4.5 **Cat 6A Specification**

Information and communication technology installed at the Prison by the Contractor shall comply with the Cat 6A Specification.

## **PART 1A: HOUSEBLOCK DESIGN AND CONSTRUCTION REQUIREMENTS**

### **1. SECTION 1: DEFINITIONS AND INTERPRETATION**

1.1 In these Design and Construction Requirements, unless the context otherwise requires:

**"BRE"** means Building Research Establishment Limited, including any successor organisation performing the same or a similar function;

**"BREEAM Assessment"** means a design, procurement and post construction review assessment as defined within BREEAM Prisons 2008; issue 3 (dated 01/05/2009) and Constructor BREEAM (2011)

**"BREEAM: Prisons"** means the Building Research Establishment Environmental Assessment Method for Secure Prisons;

**"Building Regulations"** means the Building Regulations 2010, as published by the Stationery Office Limited

**"Cat 6 Specification"** means the category 6 cabling specification standard set out by the Telecommunications Industry Association

**"CNA"** means certified normal accommodation;

**"Common Minimum Standards"** means the document entitled "Common Minimum Standards for Procurement of the Built Environment in the Public Sector" as published by the Office of Government and Commerce

**"Custodial Property's Cell Call Systems Specification"** means the document entitled "Cell Call Systems Specification" with reference STD/E/SPEC/013 as published by the Authority;

**"DEFRA Timber Procurement Advice Note"** means the document entitled "Timber Procurement Advice Note November 2005" as published by the Department for Environment, Food and Rural Affairs;

**"EMAS"** means the European Union Eco-Management



	and Audit System;
<b>"Fire Safety Report"</b>	means the document entitled "Fire Safety in Prison", as published by BRE;
<b>"FLEGT Partner"</b>	means a Forest Law Enforcement, Governance and Trade partner;
<b>"MCB"</b>	means a miniature circuit breaker;
<b>"OGC Construction Procurement Guide"</b>	means the document entitled "Achieving Excellence in Construction Procurement Guide No .11" as published by the Office of Government and Commerce ;
<b>"Policy on ID Management"</b>	means the policy of identity management as published by the Government;
<b>"PSO"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"PSI"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"RCCB"</b>	means a residual current circuit breaker;
<b>"Staff"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"WRAP"</b>	means the Waste & Resources Action Programme.

**2. SECTION 2: OVERVIEW**

- 2.1 The Contractor shall provide sufficient accommodation so that the Prison can be operational with a CNA of nine hundred and thirty two (932) and an operating capacity of Twelve Hundred and thirty two (1232) Prisoners.
- 2.2 The New Prison Expansion accommodation shall:
  - 2.2.1 be designed and constructed to Cat B. standards: and
  - 2.2.2 provide 332 Cat C prisoner places in ninety six (96) single cells, one hundred and sixteen (116) double and four (4) cells designed to aid their use by prisoners with impaired mobility.
- 2.3 The Prison Expansion shall be designed and constructed to support the delivery of the following NOMS corporate aims:
  - 2.3.1 protecting the public;
  - 2.3.2 reducing re-offending;
  - 2.3.3 punishing offenders;
  - 2.3.4 rehabilitating offenders; and
  - 2.3.5 ensuring victims feel justice has been done.
- 2.4 The design and construction of the Prison Expansion shall enable the delivery of all aspects of the Custodial Service, while preventing Escapes and ensuring that Prisoners are held in a safe, secure and healthy environment and behave in a controlled and orderly manner.
- 2.5 The design of the Prison Expansion shall:
  - 2.5.1 fully comply with all Legislation regarding prison design and construction;
  - 2.5.2 where applicable, provide alternative solutions that support operational risk assessments for meeting Legislation where the operational and security requirements of a prison inhibit strict adherence to Legislation, such as proposals for dealing with means of escape in the event of a fire and the requirements of the Equality Act 2010.
  - 2.5.3 provide an environment that supports the operational requirements of the Prison to reduce re-offending;

- 2.5.4 be suitable to accommodate the regime and programmes proposed in the Custodial Service Delivery Proposals and Contractor's Operational Documents;
- 2.5.5 take into account, where appropriate, the requirements of the Common Minimum Standards;
- 2.5.6 take into account safer custody requirements, particularly in respect of Prison Cell furniture and Prison Cell layout;
- 2.5.7 comply with PSI 17/2012;
- 2.5.8 deliver the Authority's requirements on sustainability and environmental protection in accordance with the provisions of **clause 37 (Sustainability)**; and
- 2.5.9 support the delivery of the Authority's equality and diversity requirements in accordance with the provisions of **clause 36 (Equality and Diversity)**.

### **3. SECTION 3: DESIGN AND CONSTRUCTION REQUIREMENTS**

#### **3.1 Civil Engineering and Structural Requirements**

The Contractor shall:

- 3.1.1 design and construct to a minimum life span of not less than sixty (60) Years;
- 3.1.2 ensure that the structure of the Prison Expansion is fit for purpose, durable and able to sustain all the loads and deformation of normal construction and use as a prison building;
- 3.1.3 ensure that the Prison Expansion including all fixtures, fittings and finishes have resistance to the effects of heavy twenty four (24) hour a Day, three hundred and sixty five (365) Days a Year usage; and
- 3.1.4 ensure that the structure of the Prison Expansion is resistant to vandalism, misuse and high levels of wear and tear that is commensurate with a penal environment.

#### **3.2 Prison Expansion Security Requirements**

The Contractor shall:

- 3.2.1 ensure that the perimeter of the Prison Expansion is designed and constructed to provide an appropriate level of physical security for a Category B Prison. This shall include making it extremely difficult for:

- 3.2.1.1 Prisoners to Escape;
  - 3.2.1.2 intruders to gain access; and
  - 3.2.1.3 unauthorised articles to be smuggled into the Prison;
- 3.2.2 ensure that the perimeter of the Prison Expansion shall facilitate appropriate intervention by Operational Staff in response to security incidents in the perimeter security zone;
- 3.2.3 use construction materials, fixtures and fittings that are robust and resistant to damage and that cannot be easily removed and employed as weapons, missiles, aids to escape or to form a barricade in Buildings and/or areas with significant Prisoner access; and
- 3.2.4 design and construct the Buildings to prevent Prisoners climbing fencing, Buildings and gaining access to the roofs of Buildings, wherever possible.

### **3.3 Prison Cells**

The Contractor shall:

- 3.3.1 design the Prison Cells to provide a healthy and hygienic environment;
- 3.3.2 ensure the Prison Cell design minimises the level of maintenance required including maintenance of all fixtures, fittings, furniture and finishes within the Prison Cell;
- 3.3.3 ensure that Prison Cells are safe, easily accessible by Operational Staff and designed to minimise the opportunity for Prisoners to conceal prohibited items;
- 3.3.4 meet the requirements of the Independent Engineer's Declaration Requirements;
- 3.3.5 ensure that each Single Prison Cell shall have a floor area of at least 6.8m<sup>2</sup>. If a shower area is to be incorporated within a Single Prison Cell, the total floor area shall be at least 8.5m<sup>2</sup>;
- 3.3.6 ensure that each Double Prison Cell shall have a floor area of at least 9.8m<sup>2</sup> so that it can accommodate two single bunks or beds. If a shower area is to be incorporated within a Double Prison Cell the total floor area shall be at least 11m<sup>2</sup>;
- 3.3.7 provide a WC compartment or suitable modesty screening for all Prison Cells;

- 3.3.8 install a Prison Cell call/alarm system which shall be operable from each Prison Cell, capable of being audited and which (as a minimum requirement) shall comply with MoJ Estate Directorate Cell Call Systems Specification;
- 3.3.9 ensure the Prison Cell layout will provide sufficient daylight to enable Prisoners to read or work by natural light in normal daylight conditions;
- 3.3.10 design each Prison Cell window so that it maintains an appearance as normal as possible while meeting all security and safety requirements;
- 3.3.11 ensure that the level of available natural daylight should not be reduced if changes to the Prison Cell furniture configuration are made by the Contractor; and
- 3.3.12 ensure adequate manually operated fresh air ventilation is provided to Prison Cells, the operation of which shall be accessible from within the Prison Cell.

#### 3.4 **Accommodation Modules/Houseblocks**

The Contractor shall:

- 3.4.1 consider and take into account the potential complexity of Prisoner movements required to deliver the Custodial Service when proposing the location of accommodation modules and houseblocks and their relationship with all other Buildings;
- 3.4.2 design each accommodation module or houseblock to:
  - 3.4.2.1 be of a manageable size, suited to the type of Prisoner, and of a size in which a Prisoner can feel at ease;
  - 3.4.2.2 provide a safe, light and open environment that enables Operational Staff to unobtrusively supervise, monitor, manage and control Prisoners' movement and circulation;
  - 3.4.2.3 enable good lines of sight and observation for Operational Staff throughout the accommodation and along the external perimeter of the accommodation module or houseblock;
  - 3.4.2.4 be economical to build, resource and maintain;

- 3.4.2.5 have a compact building form which is efficient in land-take (yet compatible with Planning Approval requirements);
- 3.4.2.6 provide dedicated external exercise areas for use by Prisoners;
- 3.4.2.7 provide accommodation for association and out of Prison Cell activities; and
- 3.4.2.8 take into account the needs of people with disabilities and those who have sensory impairment;

### **3.5 Workshops & Vocational Training Facilities**

- 3.5.1 The Contractor shall provide sufficient flexible workshop accommodation to support the delivery of prisoner work place activity for the additional Cat C Prisoner population as detailed within the Houseblock Custodial Services Delivery Proposals as set out in Part 2A of Schedule 2.

### **3.6 Building Engineering Services - Mechanical Engineering Services**

The Contractor shall provide a reliable, resilient, secure, efficient and environmentally sound mechanical engineering infrastructure that will support all aspects of the Prison Expansion design.

### **3.7 Building Engineering Services - Electrical Engineering Services**

The Contractor shall:

- 3.7.1 provide a reliable, resilient, secure, efficient and environmentally sound electrical engineering service that will support all elements of the Prison Expansion design; and
- 3.7.2 provide a data cabling infrastructure backbone throughout to a minimum Cat 6 Specification.

### **3.8 Building Engineering Services - in Cell Electrical Services Requirements**

The Contractor shall:

- 3.8.1 provide in each Prison Cell 2 x 240-volt power sockets (with a limit of 4 Ampere);
- 3.8.2 ensure power is to be protected on an individual Prison Cell basis by an RCCB and/or MCB array.

- 3.8.3 ensure that the earthing system is designed to ensure safety, in accordance with current Legislation; and
- 3.8.4 ensure that each Prison Cell is capable of being isolated externally.

### 3.9 **Fire Safety Requirements**

The Contractor shall ensure that the design of the Prison Expansion is in accordance with:

- 3.9.1 Building Regulations or as otherwise varied and approved by the Building Regulations authority;
- 3.9.2 the recommendations contained in the Fire Safety Report or as otherwise detailed with the Construction Proposals; and
- 3.9.3 all relevant Legislation.

### 3.10 **Environmental and Sustainability**

The Contractor shall:

- 3.10.1 promote sustainability throughout the design and construction of the Prison Expansion;
- 3.10.2 apply BREEAM: Prisons and undertake a formal BREEAM Assessment of all the applicable Buildings and achieve an "excellent" rating, or equivalent, as a result of that assessment;
- 3.10.3 design the Prison Expansion to reduce the potential adverse environmental impacts and identify means of environmental enhancements of the construction of the Prison Expansion through the implementation of an accredited environmental management system, such as ISO 14001 or EMAS;
- 3.10.4 ensure that all timber and timber products used for the Works and within the fabric of the Prison Expansion, originate from either independently verified legal and sustainable sources or from a licensed FLEGT Partner and are purchased in accordance with the DEFRA Timber Procurement Advice Note;
- 3.10.5 design the Prison Expansion to take into account the need to:
  - 3.10.5.1 minimise carbon emissions from offices and road vehicles;
  - 3.10.5.2 minimise water consumption;

- 3.10.5.3 minimise waste arisings;
- 3.10.5.4 maximise energy efficiency;
- 3.10.5.5 increase the proportion of energy sourced from renewables
- 3.10.5.6 maximise recycling;
- 3.10.5.7 where possible, minimise any negative, and enhance positive, impacts on biodiversity; and
- 3.10.6 take into account the requirements of the OGC Construction Procurement Guide; and
- 3.10.7 where appropriate utilise the guidance on construction procurement, waste minimisation and materials recycling as published by WRAP.

#### **4. SECTION 4: ICT INFRASTRUCTURE REQUIREMENTS**

##### **4.1 Prisoner Access to Technology**

The Contractor shall:

- 4.1.1 provide facilities to enable Prisoners to create, edit and print documents as part of a Prisoner's legal defence;
- 4.1.2 provide facilities to enable Prisoners to access on-line learning and other information and communication technology services, including, but not limited to, any third party hosted Prisoner learning services (including associated helpdesk facilities);
- 4.1.3 provide each Prisoner with access to appropriate data held in respect of that Prisoner, including, but not limited to Prisoner monies, expenditure and booked visits;
- 4.1.4 not used; and
- 4.1.5 provide telephony services, for use by Prisoners.

##### **4.2 ICT Infrastructure**

- 4.2.1 The Contractor acknowledges and agrees that the Authority shall install twenty 20 Quantum desktops and all necessary servers for the Authority's ICT System at the Prison Expansion. The Contractor shall provide the network infrastructure, including linking to the following:
  - 4.2.1.1 a primary, leased line wide area network connection;



4.2.1.2 a back up, satellite based, wide area network connection;

4.2.1.3 print services;

4.2.2 The Contractor shall provide adequate accommodation to house all local server and wide area network hardware for the Prison Expansion.

#### 4.3 **Technical Standards**

The Contractor shall:

4.3.1 ensure that the Contractor's ICT Systems which involve the management of Prisoner or visitor identities shall at all times comply with the Policy on ID Management where practicable;

4.3.2 ensure that the Contractor's ICT Systems comply with all Legislation and Good Industry Practice, including:

4.3.2.1 the Electricity at Work Act 1989;

4.3.2.2 the Factories Act 1961;

4.3.2.3 the Health and Safety at Work etc. Act 1974;

4.3.2.4 the Building Acts;

4.3.2.5 the Clean Air Act 1993;

4.3.2.6 the Control of Pollution Act 1989;

4.3.2.7 the Water Act 1991;

4.3.2.8 the CDM Regulations;

4.3.2.9 the Electromagnetic Compatibility Regulations 1992 and Electromagnetic Compatibility (Amendment) Regulations 1995;

4.3.2.10 the Management of Health and Safety Regulations 1999;

4.3.2.11 the Hazardous Waste Regulations 2000;

4.3.2.12 the Provision and Use of Work Equipment Regulations 1998;

4.3.2.13 the Workplace (Health, Safety and Welfare) Regulations 1992;

- 4.3.2.14 the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995;
- 4.3.2.15 the Fire Precautions (Workplace) Regulations 1997;
- 4.3.2.16 the Health and Safety (Signs and Signals) Regulations 1996;
- 4.3.2.17 the Electricity at Work Regulations 1989;
- 4.3.2.18 the Pressure Systems Safety Regulations 2000;
- 4.3.2.19 the Gas Safety (Installation and Use) Regulations 1998;
- 4.3.2.20 the Gas Appliances (Safety) Regulations 1995;
- 4.3.2.21 the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995;
- 4.3.2.22 the Control of Asbestos at Work Regulations 1987;
- 4.3.2.23 the Boiler (Efficiency) Regulations 1993;
- 4.3.2.24 BS 7671: 2008 – Requirements for Electrical Installations, 17th Edition;
- 4.3.2.25 BS 7430: 2011 Code of Practice for Earthing;
- 4.3.2.26 BS 6700: 2009 - Design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages;
- 4.3.2.27 HSE Approved Code of Practice (ACOP) for the control of legionella in water systems (L8); and
- 4.3.2.28 CIBSE TM13: 2002 – Minimising the risk of legionnaires' disease.

#### 4.4 **Cat 6 Specification**

Information and communication technology installed at the Prison Expansion by the Contractor shall comply with the Cat 6 Specification.

## **PART 2: CUSTODIAL SERVICE SPECIFICATION**

### **1. SECTION 1: DEFINITIONS AND INTERPRETATION**

1.1 In this Custodial Service Specification, unless the context otherwise requires:

<b>"ACCT"</b>	means the Assessment, Care in Custody and Teamwork process set out in PSO 2700;
<b>"Alcohol Harm Reduction Strategy"</b>	means the document entitled "Alcohol Harm Reduction Strategy for England" as published by the Cabinet Office from time to time, including any replacement of it;
<b>"Assisted Prison Visits Scheme"</b>	means the scheme by which visitors to prisoners can apply for assistance towards their visiting costs, as administered by NOMS;
<b>"Authority's Code of Connection Requirements"</b>	means the document entitled "Authority's Code of Connection Requirements" as published in the Data Room;
<b>"Bedwatch"</b>	means where a Prisoner is in a hospital outside of the Prison and custody has to be maintained by the Contractor from the time that the Prisoner is admitted as an in-patient;
<b>"CARATS"</b>	means the counselling, assessment, referral, advice and throughcare service, as set out in PSO 3630, including any replacement of service;
<b>"Catch22"</b>	means one of the Contractor's two alliance partners;
<b>"Communications Electronics Security Group" or "CESG"</b>	means the Government's National Technical Authority for Information Assurance, including any replacement of it;
<b>"CLAS"</b>	means a CESG listed advisor;
<b>"CNA"</b>	has the meaning given to it in the Design and Construction Requirements;
<b>"Contingency Management Delivery Plan"</b>	has the meaning given to it in paragraph 4.3.3.2 (making contingency plans available in the prison) of <b>Part 2</b> of <b>Schedule 0</b>

	<b>(Custodial Service Delivery Proposals);</b>
<b>"Contract Delivery Management Information"</b>	means the information required to be delivered by the Contractor to the Authority pursuant to <b>Section 7 (Contract Delivery Management Information)</b> ;
<b>"Contract Review Meeting Director's Report"</b>	means the report prepared by the Director and delivered to the Authority pursuant to <b>paragraph 4.11.1 (Contract Review Meetings)</b> ;
<b>"Controller/Director Meeting"</b>	means a meeting as referred to in <b>paragraph 4.11.2 (Controller/Director Meetings)</b> ;
<b>"Core Day"</b>	means the period between the first unlock of Prisoners in the Day and the final lock-up;
<b>"Core Court Day"</b>	means the normal hours of operation of the relevant court managed by HM Courts Service;
<b>"Core Staffing Level"</b>	has the meaning given to it in <b>paragraph 2.5.5.5 of Part 2 of Schedule 0 (Contractor's Proposals)</b> ;
<b>"Corporate Alliance"</b>	means the partnership established by NOMS to work with employers, businesses and the voluntary sector to reduce re-offending;
<b>"Corporate Governance Standard"</b>	means the standard by which an organisation or company should be directed and controlled, in the context of society as well as law and best practice;
<b>"Custodial Management System" or "CMS"</b>	means the Contractor's local ICT system for managing the custodial environment at the Prison;
<b>"Data Room"</b>	has the meaning given to it in the Design and Construction Requirements;
<b>"Director of Offender Management" or "DOM"</b>	means the person who is responsible for the reduction of re-offending within a region and for the delivery of prisons and probation services;

<b>"Director's Rules"</b>	means the Contractor's own policies and procedures for the day-to-day operation of the Prison;
<b>"Display Energy Certificate"</b>	has the meaning given to it in the Design and Construction Requirements;
<b>"DOM's Regional Priorities"</b>	means the principles set out in the Regional Reducing Re-offending Delivery Plan London published by NOMS from time to time;
<b>"Duty Director"</b>	means a person exercising the powers of the Director by reason of the Director's absence, and approved by the Authority to do so under <b>clause 40.2.2 (The Director)</b> ;
<b>"Education, Learning and Skills Delivery Plans"</b>	means the plans for delivering the Education Services, as developed between the SFA and the Authority;
<b>"End of Custody Licence"</b>	means the early release scheme for the temporary release of short term prisoners or any replacement scheme;
<b>"Escorting Contractor"</b>	means: <ul style="list-style-type: none"> <li>(a) the PECS Contractor; or</li> <li>(b) the IPT Contractor,</li> </ul> as the case may be;
<b>"Faith, Voluntary and Community Sector Alliance"</b>	means the partnership established by NOMS to work with faith groups and the voluntary sector to deliver services and support that can help reduce crime;
<b>"First Night Centre"</b>	means the designated Residential Unit where new Prisoners will normally spend their first night in the Prison;
<b>"Government Drug Strategy"</b>	means the drug strategy published by HM Government from time to time, including any replacement of it;
<b>"Greenwich Teaching PCT"</b>	means Greenwich Teaching Primary Care

	Trust and any successor organisation;
<b>"Grounds Maintenance Service"</b>	means the arrangements for the upkeep of the Prison grounds;
<b>"Guidance Pack"</b>	means the guidance entitled "Prisons Offender Management for Custodial Sentences" as published by NOMS from time to time, including any replacement of it;
<b>"Health Delivery Plans"</b>	means the plans for delivering the Healthcare Services, as developed between Greenwich Teaching PCT and the Authority;
<b>"Healthcare Partnership Board"</b>	means the board comprised of representatives of the Contractor and Greenwich Teaching PCT in respect of the Healthcare Services;
<b>"Healthcare Partnership Board Meeting"</b>	means a meeting of the Healthcare Partnership Board;
<b>"Healthcare Staff"</b>	means: <ul style="list-style-type: none"><li>(a) those persons employed by the Healthcare Provider to provide the Healthcare Services; and</li><li>(b) any other staff commissioned by the Healthcare Provider or Greenwich Teaching PCT to provide Healthcare Services;</li></ul>
<b>"HMPS"</b>	means Her Majesty's Prison Service;
<b>"HMPS Standards"</b>	means those performance standards contained within the Standards Manual (PSO 0200), including any replacement document;
<b>"Home Detention Curfew"</b>	means a home detention curfew, as set out in PSO 6700;
<b>"Hospital Escorts"</b>	means the escorting of Prisoners by the Contractor to: <ul style="list-style-type: none"><li>(a) hospital appointments; or</li></ul>

	(b) emergency hospital treatment
<b>"Houseblock"</b>	means the building at the Prison containing the Residential Units;
<b>"IPP Prisoner"</b>	means a Prisoner imprisoned to an indeterminate sentence for public protection;
<b>"IS1"</b>	means CESG Infosec Standard 1, the Government security standard;
<b>"IS2"</b>	means CESG Infosec Standard 2, the Government security standard;
<b>"Jobcentre Plus"</b>	means the agency that forms part of the Department for Work and Pensions;
<b>"Learning and Skills Partnership Board"</b>	means the board comprised of representatives of the Contractor and the SFA in respect of Education Services;
<b>"Learning and Skills Partnership Board Meeting"</b>	means a meeting of the Learning and Skills Partnership Board;
<b>"Local Security Strategy" or "LSS"</b>	has the meaning given to it in <b>paragraph 4.3.2.1 (Local Security Strategy)</b> ;
<b>"London Initial Housing Needs Assessment"</b>	means the assessment tool used for all prisoners upon their reception into London prisons;
<b>"London Resettlement Strategy"</b>	means the strategy published by the Government Office for London as updated by the London Reducing Re-offending Action Plan;
<b>"Management Plan"</b>	means the document which sets out the overall management of an area or section of the Prison;
<b>"Manual of Protective Security"</b>	means the primary internal protective security policy and guidance on security and risk management for HM Government departments and associated bodies, published by HM Government from time to time, including any replacement of it;

<b>"Ministry of Justice Custodial Property's Sustainable Development Energy and Environmental Checklists"</b>	means the checklists used by the Ministry of Justice to support the "Ministry of Justice Sustainable Development Action Plan" as published by the Ministry of Justice from time to time, including any replacement of them;
<b>"National Commissioning Framework"</b>	means the document entitled "NOMS Commissioning Framework" as published by NOMS from time to time, including any replacement of it;
<b>"National Offender Management Model" or "NOMM"</b>	means the document entitled "Offender Management Model" as published by NOMS;
<b>"National Security Framework"</b>	means PSO 1000, the web-based PSO published by NOMS;
<b>"NOMS Drug Strategy"</b>	means the drug strategy published by NOMS;
<b>"NOMS Standards"</b>	means the standards set out in the document entitled "National Standards for the Management of Offenders" as published by NOMS from time to time, including any replacement document;
<b>"NTA Models of Care"</b>	means the document entitled "Models of Care for Treatment of Adult Drug Misusers", as published by the National Treatment Agency for Substance Misuse from time to time, including any replacement of it;
<b>"Offender Assessment System" or "OASys"</b>	means the prisoner assessment system used jointly by HMPS and the Probation Service;
<b>"Offender Library, Learning and Information Service"</b>	means the library service provided within prisons by the Public Library Authority;
<b>"Offender Management"</b>	means the concept of end to end offender management as detailed in the document entitled "The National Offender Management Model" as published by NOMS from time to time, including any replacement document;
<b>"Offender Management Specification"</b>	means the guidance published by NOMS from time to time which explains what is required of HMPS and the Probation Service regarding



	Offender Management;
<b>"Offender Management Unit"</b>	means the working group established by the Contractor to deliver the NOMM;
<b>"Offender Manager"</b>	means a person with expertise in the assessment and management of prisoners, having overall responsibility for prisoners under the NOMM;
<b>"Offender Supervisor"</b>	means a person with responsibility for providing the day to day implementation of each Prisoner's Sentence Plan;
<b>"Offender's Learning Journey"</b>	means the document entitled "The Offender's Learning Journey: Learning and skills provision for adult offenders in England" as published by The Department for Innovation, Universities and Skills from time to time, including any replacement of it;
<b>"Open and Resettlement Estate"</b>	means the prisons which specialise in preparing and assisting prisoners for release from custody, as identified in Chapter 7 of PSO 2300;
<b>"Patient Advisory Liaison Service" or "PALS"</b>	means the service provided by the Department of Health to patients, families and carers, including any replacement service;
<b>"Pathways"</b>	means the pathways highlighted in the Social Exclusion Unit's report entitled "Reducing Re-offending by Ex-Prisoners" from time to time including those highlighted in any replacement report or document, including: <ul style="list-style-type: none"> <li>(a) accommodation – providing access to suitable and settled accommodation for prisoners;</li> <li>(b) skills and employment – ensuring that prisoners have the skills, education and training necessary to help them to settle into sustainable employment;</li> </ul>

- (c) health inequalities and alcohol – securing effective access to primary care and other health services for prisoners in custody and the community;
- (d) drugs – encouraging prisoners into treatment and providing support and through care to help them build productive lives;
- (e) children and families of prisoners – work to ensure appropriate information and support;
- (f) finance, benefit and debt – tackling the financial problems faced by many prisoners; and
- (g) attitudes, thinking and behaviour - programmes and support to address specific offending behaviour problems or motivation;

**"Pathways Board"**

means the multi-agency committee which addresses the Pathways;

**"Performance Indicators"**

means each of the management information requirements in respect of the Prison's performance set out in **Section 8 (Performance Indicators)**;

**"Phase I of Offender Management"**

means non-custodial measures whereby the Probation Service supervises offenders given non-custodial sentences;

**"Phase II of Offender Management"**

means the roll out of Offender Management to include prisoners presenting a high or very high risk of harm and Prolific and Priority Offenders;

**"Phase III of Offender Management"**

means the roll out of Offender Management to include IPP Prisoners;

**"PHIL"**

means the Contractor's Prison Help and

	Information Line at the Prison;
<b>"Population Management Unit" or "PMU"</b>	means the HMPS unit that manages prisoner allocation;
<b>"PPIO"</b>	has the meaning given to it in the Design and Construction Requirements;
<b>"Prison Service Alcohol Strategy"</b>	means the document entitled "Addressing Alcohol Misuse: A Prison Service Alcohol Strategy for Prisoners" as published by HMPS from time to time, including any replacement of it;
<b>"Prison Service Instructions" or "PSIs"</b>	means the short term mandatory instructions of HMPS as published from time to time;
<b>"Prison Service Orders" or "PSOs"</b>	means the long term mandatory instructions of HMPS as published from time to time;
<b>"Prisoners' Amenities Fund"</b>	means the account into which the Contractor shall pay the revenue from the Prison shop;
<b>"Prisoner Escort Services"</b>	has the same meaning as "prisoner escort arrangements" in section 80 of the Criminal Justice Act 1991 (as amended by section 93 of the Criminal Justice and Public Order Act 1994) and shall be in respect of the Prison;
<b>"Prisoner In-Cell System" or "PICS"</b>	means the Contractor's thin-client IT system for providing self-directed in-cell learning and a range of other services to Prisoners;
<b>"Prisoner Information and Activity Committee"</b>	means a committee made up of Prisoner representatives which provides Prisoner feedback on accessing interventions and the wider regime;
<b>"Probation Area"</b>	means the geographical area for which a Probation Trust is responsible for the provision of a probation service;
<b>"Probation Circulars"</b>	means the circulars of the Probation Service as published from time to time;
<b>"Probation Service"</b>	means the National Probation Service for

	England and Wales;
<b>"Probation Trust"</b>	means a corporate body established by the Offender Management Act 2007, with whom the Authority may contract for the provision of probations services;
<b>"Purposeful Activity"</b>	has the meaning given to it in PSO 7101;
<b>"Race Equality Action Plan"</b>	means the Contractor's race equality action plan;
<b>"Race Equality Action Team"</b>	has the meaning given to it in <b>paragraph 4.7.3.2 (Race Equality)</b> ;
<b>"Race Equality Action Team Meeting"</b>	means a meeting of the Race Equality Action Team;
<b>"Race Equality Officer"</b>	means the individual appointed by the Contractor to manage and promote race equality and ensure the Contractor's compliance with the Race Equality Action Plan;
<b>"Reception Procedure"</b>	means a procedure for the receiving and discharging of Prisoners;
<b>"Reducing Re-offending Corporate Alliance"</b>	means the partnership established by NOMS to work with employers, businesses and the voluntary sector to reduce re-offending;
<b>"Regional Commissioning Plan"</b>	means the document entitled "London Regional Commissioning Plan", as published by the London Director of Offender Management from time to time, including any replacement of it;
<b>"Release on Temporary Licence"</b>	means release on temporary licence, as set out in PSO 6300;
<b>"Residential Unit"</b>	means a discrete area of Prisoner accommodation within the Houseblock, including the First Night Centre;
<b>"Senior Management Team" or "SMT"</b>	means the Contractor's senior management team at the Prison;

<b>"Sentence Plan"</b>	means the documents produced and used as part of the sentence planning process as described in PSO 2200;
<b>"Serious Incident"</b>	has the meaning given to it in PSO 1400;
<b>"Skills for Life"</b>	means the national strategy for improving adult literacy and numeracy in England as established by the Department for Education and Skills from time to time, including any replacement of it;
<b>"Staff"</b>	means the Operational Staff, Third Sector staff and the employees, agents and subcontractors of the Education Provider and Healthcare Provider(s) who provide services at the Prison;
<b>"Sustainable Operations"</b>	means the targets set by the Government in its publication "Sustainable Operations on the Government Estate: Targets" from time to time, including any replacement publication;
<b>"Tornado Unit"</b>	has the meaning given to it in <b>paragraph 4.6.10 (Mutual Aid)</b> ;
<b>"Turning Point"</b>	means one of the Contractor's two alliance partners; and
<b>"Wing"</b>	means a spur of the Houseblock comprising two (2) Residential Units.

2. **SECTION 2: PURPOSE**

- 2.1 The Authority wishes to commission services that are responsive to the needs of sentencers while ensuring the existence of a "level playing field" environment for providers. In order to achieve these aims, the Contractor shall ensure that the Custodial Service contributes towards protecting the public and a reduction in re-offending.
- 2.2 The Contractor shall:
- 2.2.1 ensure that a consistent and integrated approach to Offender Management is delivered in accordance with the NOMM;

- 2.2.2 comply with regional and national commissioning priorities, as detailed in the Regional Commissioning Plan, Regional Reducing Re-offending Delivery Plan and the National Commissioning Framework;
- 2.2.3 work with private and statutory organisations, the local community and with the Third Sector to reduce re-offending and increase public confidence in the criminal justice system; and
- 2.2.4 ensure that the Contractor's Operational Documents are compatible with:
  - 2.2.4.1 the Design and Construction Requirements; and
  - 2.2.4.2 the Custodial Service Specification.
- 2.3 Each requirement of the Contractor in this Custodial Service Specification may require the Contractor to provide the Authority with an Operating Procedure in respect of that requirement. Where this is the case, the relevant number of the corresponding Operating Procedure listed in **Section 6 (Operating Procedures)** is repeated under the relevant heading in this Custodial Service Specification.
- 3. **SECTION 3: HEALTH AND EDUCATION**
  - 3.1 Greenwich Teaching PCT is accountable for commissioning and monitoring the quality and standards of the Healthcare Services. Greenwich Teaching PCT shall work with the DOM to ensure that the health needs of Prisoners are met.
  - 3.2 The SFA is accountable for commissioning and monitoring the quality and standards of the Education Services. The SFA shall work with the DOM to ensure that the education needs of Prisoners are met.
  - 3.3 The Contractor shall work in partnership with the Healthcare Provider and the Education Provider to provide services.
- 4. **SECTION 4: OPERATIONAL SERVICE SPECIFICATION**
  - 4.1 **General obligations**

The Contractor shall:

    - 4.1.1 comply with all Prison Rules, NOMS Standards, mandatory PSOs (and all PSIs relating to such mandatory PSOs), Probation Circulars and the required actions and key audit baselines of all HMPS Standards that apply to the Custodial Service;

- 4.1.2 identify the differing needs of all Prisoners, enabling access to appropriate interventions and work actively towards ensuring that Prisoners have fair and equal access to such regimes and interventions;
- 4.1.3 ensure that the Custodial Service shall contribute to the delivery of the national service delivery targets across all prisons in England and Wales. The DOM shall set the service delivery targets for each Contract Year in due time to allow an Annual Custodial Service Delivery Plan to be prepared by the Contractor following consultation with the DOM;
- 4.1.4 provide the Custodial Service in accordance with the Operating Procedures set out in each Annual Custodial Service Delivery Plan and test the Operating Procedures in accordance with **clause 17.4 (Operating Procedures)** whenever the Authority requires;
- 4.1.5 provide the Custodial Service in accordance with the Contractor's Operational Documents;
- 4.1.6 provide operational flexibility so that the Prison can operate as an adult male local prison holding a high level of Remand Prisoners including Prisoners between the ages of 18 and 20 years old;
- 4.1.7 provide sufficient facilities so that the Prison can be operated to accommodate a CNA of six hundred (600) Prisoners and an operating capacity of nine hundred (900) Prisoners; and
- 4.1.8 the Contractor shall work co-operatively with:
  - 4.1.8.1 the relevant Probation Board(s);
  - 4.1.8.2 Police Force(s);
  - 4.1.8.3 Local Criminal Justice Board;
  - 4.1.8.4 the Department for Families, Schools and Children;
  - 4.1.8.5 Local Authorities;
  - 4.1.8.6 the Department of Health;
  - 4.1.8.7 primary care trusts/primary care partnerships;
  - 4.1.8.8 the Learning and Skills Council;
  - 4.1.8.9 the Department for Innovation, Universities and Skills;
  - 4.1.8.10 Crime and Disorder Reduction Partnerships;

4.1.8.11 Drug and Alcohol Action Teams;

4.1.8.12 the UK Border Agency; and

4.1.8.13 other Custodial Service Providers,

in relation to all statutory and non-statutory partnership arrangements, including MAPPA, Prolific and Priority Offenders, Regional Reducing Re-offending Delivery Plans, Local Safeguarding Children Boards and duties under the Children Act 2004.

## 4.2 Offender Management

### *Operating Procedure 1*

#### 4.2.1 Requirements of the NOMM

The Contractor shall:

4.2.1.1 deliver the requirements of the NOMM in order to ensure that the Custodial Service is integrated into the broader structures and processes of Offender Management;

4.2.1.2 appoint no less than the required number of trained Offender Supervisors to work with Prisoners during their time in custody in accordance with the requirements of the Guidance Pack;

4.2.1.3 meet the further implementation milestones as published by NOMS from time to time with regard to Offender Management;

4.2.1.4 comply with Phases II and III of Offender Management; and

4.2.1.5 operate the formal working arrangements for the Offender Management Unit to deliver the requirements of NOMM.

#### 4.2.2 Offender Managers

The Contractor shall:

4.2.2.1 ensure that Offender Managers (or their representatives) have the opportunity to attend and/or chair sentence review boards where possible, which shall include affording them all necessary access to Prisoners;



- 4.2.2.2 ensure that Offender Managers are fully aware of the range of interventions and services that are available to Prisoners;
- 4.2.2.3 make available to Offender Managers the range of interventions and services that are available to Prisoners; and
- 4.2.2.4 involve Offender Managers in the planning of interventions and services for each individual Prisoner.

#### 4.2.3 **Video Conferencing**

The Contractor shall:

- 4.2.3.1 provide, maintain and operate video conferencing facilities within the Prison which are suitable for court hearings;
- 4.2.3.2 enable Prisoners and Staff to use the video conferencing facilities at published times, including during the Core Court Day to maximise the use of such facilities; and
- 4.2.3.3 maintain and operate video conferencing facilities (which may comprise the same video conferencing facilities that are made available pursuant to **paragraph 4.2.3.1 (Video Conferencing)**) within the Prison that are suitable for non-court use.

#### 4.2.4 **Risk of Serious Harm to Others**

The Contractor shall:

- 4.2.4.1 comply with the responsibilities of a prison as described in MAPPA (PSO 4745) and Prolific and Priority Offender (PSO 4615) frameworks for the safeguarding of children and the public and the needs of victims in accordance with PSO 4400;
- 4.2.4.2 ensure that there are robust, defensible and regular risk assessment procedures in place to ensure that it can meet the obligation set out in **paragraph 4.2.4.1 (Risk of Serious Harm to Others)**;
- 4.2.4.3 in partnership with the relevant Probation Areas (or equivalent providers, following future transition to Probation Trusts), ensure that the Operational Staff assess the needs of Prisoners using the Offender Assessment

System in order to aid the Sentence Plan reviews of each Prisoner;

4.2.4.4 ensure that arrangements are in place which facilitate a close working relationship with the local police authority; and

4.2.4.5 work closely with the PPIOs to share security information and knowledge in accordance with MAPPA and Prolific and Priority Offender frameworks.

#### 4.3 **Public Protection**

##### 4.3.1 **Security**

###### ***Operating Procedure 2***

The Contractor shall:

4.3.1.1 ensure that Prisoners are subject to such security conditions as are necessary to keep them in custody and to protect the public in accordance with the National Security Framework; and

4.3.1.2 inspect the Prison and the Site at regular intervals for security risks appropriate to the category of Prisoner and the nature of each individual Prisoner and shall implement the recommendations of such inspections.

##### 4.3.2 **Local Security Strategy**

###### ***Operating Procedure 2***

The Contractor shall:

4.3.2.1 provide the Custodial Service in accordance with the security strategy for the Prison (the "Local Security Strategy"). The Local Security Strategy shall:

- (a) comply with the National Security Framework;
- (b) address all identifiable security risks;
- (c) address all aspects of physical, procedural and dynamic security;
- (d) provide instructions for Operational Staff in specific areas to address security risks, including the identification and

operation of the Contractor's security equipment and resources required; and

- (e) include measures for the operation of the Prison in order to ensure that children and other people identified as vulnerable to Prisoners are suitably protected from the Prisoner in question whether they are visiting the Prison or in the community; and

- 4.3.2.2 review the Local Security Strategy at least once in each Contract Year to ensure it incorporates the requirements of and complies with the National Security Framework.

#### 4.3.3 **Contingency Planning**

##### ***Operating Procedure 3***

The Contractor shall:

- 4.3.3.1 make available to the Authority (in an electronic format agreed with the Authority); and
- 4.3.3.2 make available to appropriate Staff within appropriate areas of the Prison, contingency plans to resolve the full range of possible incidents which might threaten the security, safety, control or ongoing operation of the Prison or the safety of those who live, visit or work at the Prison, in accordance with PSO 1400;
- 4.3.3.3 notify the Authority of the programme of tests of the contingency plans which it intends to carry out;
- 4.3.3.4 carry out the contingency tests in accordance with PSO 1400; and
- 4.3.3.5 amend the contingency plans to address any deficiencies which are identified during such tests.

#### 4.3.4 **Serious Incidents**

##### ***Operating Procedure 3***

The Contractor shall:

- 4.3.4.1 manage serious incidents in accordance with the contingency plans referred to in **paragraph 4.3.3 (Contingency Planning)** with the aim of protecting life

and property and restoring normal operation of the Prison as quickly as possible;

- 4.3.4.2 report via the Authority's incident reporting system, all serious incidents as soon as possible and in any event within twenty four (24) hours after their occurrence;
- 4.3.4.3 investigate all serious incidents;
- 4.3.4.4 within ten (10) Days after a serious incident occurring submit a report, in a format required by the Authority, and a time bound plan to rectify and/or improve the security or safety of the Prison in order to avoid further similar incidents; and
- 4.3.4.5 implement any plan submitted in accordance with **paragraph 4.3.4.4 (Serious Incidents)**.

#### 4.3.5 **Imprisonment for Public Protection**

##### ***Operating Procedure 1***

The Contractor shall:

- 4.3.5.1 address the needs of IPP Prisoners in accordance with the requirements of the Criminal Justice Act 2003 and Phase III of Offender Management, in order to enable the identification and reduction of their risk of re-offending;
- 4.3.5.2 provide a suitably structured and co-ordinated system which addresses the particular risks and issues that an individual IPP Prisoner poses;
- 4.3.5.3 undertake those procedures from Phase III of Offender Management relevant to the stage at which IPP Prisoners are received into the Prison, and shall apply the principles of Offender Management for IPP Prisoners in accordance with the Offender Management Specification; and
- 4.3.5.4 undertake procedures for life sentenced Prisoners in accordance with **paragraphs 4.3.5.1 (Imprisonment for Public Protection), 4.3.5.2 (Imprisonment for Public Protection) and 4.3.5.3 (Imprisonment for Public Protection)**.

#### 4.3.6 **Unsentenced Prisoners**

***Operating Procedure 8 and/or 9***

The Contractor shall:

- 4.3.6.1 address the needs of unsentenced Prisoners so as to ensure that their rights as set out in PSO 4600 and any specific needs are identified and addressed;
- 4.3.6.2 ensure the appropriate categorisation of unsentenced Prisoners on receipt of a custodial sentence by demonstrating to the Authority's satisfaction that appropriate procedures, documentation and principles are utilised at the Prison; and
- 4.3.6.3 ensure that the needs of unsentenced Prisoners, once sentenced, are considered, and as soon as reasonably practicable (when necessary) they are transferred to a suitable training prison.

**4.4 Reducing Re-offending**

**4.4.1 Community Engagement**

***Operating Procedure 4***

The Contractor shall co-operate with local, regional and national partner organisations to build relationships with the wider community and develop partnerships to reduce re-offending which shall include working with partners in the following three (3) alliances developed by NOMS:

- 4.4.1.1 the Reducing Re-offending Civic Society Alliance;
- 4.4.1.2 the Corporate Alliance; and
- 4.4.1.3 the Faith, Voluntary and Community Sector Alliance within the Regional Reducing Re-offending Delivery Plan structures.

**4.5 Rehabilitation and Support**

**4.5.1 Resettlement**

***Operating Procedure 1***

The Contractor shall:

- 4.5.1.1 identify and make available Prisoners for timely transfer to a training prison of the appropriate security category in order to maximise resettlement opportunities, where appropriate and subject to the eligibility and individual requirements or particular needs of such Prisoners;
- 4.5.1.2 ensure that Prisoners are transferred, wherever possible, to prisons close to the area into which they will be discharged at a time to be agreed with the Offender Manager;
- 4.5.1.3 liaise with the Offender Manager and the identified receiving prison, before submitting a request for the transfer to PMU;
- 4.5.1.4 maintain formal working arrangements with PMU to facilitate this process;
- 4.5.1.5 establish partnerships with appropriate local and national, Third Sector, private/voluntary and statutory organisations to deliver a range of resettlement services identified in Prisoners' Sentence Plans or by the Offender Manager; and
- 4.5.1.6 operate a formal policy or strategy for engagement with other organisations in collaboration with the DOM, with clear terms of reference for each partnership, in order to satisfy the requirements of **paragraph 4.5.1.5 (Resettlement)**.

#### 4.5.2 **Pathways Board**

##### ***Operating Procedure 4***

The Contractor shall ensure that there is a Pathways Board, with a lead manager responsible which shall co-ordinate the interventions delivered in the Prison under each of the Pathways, in accordance with NOMM.

#### 4.5.3 **Housing and Accommodation Pathway**

##### ***Operating Procedure 4***

- 4.5.3.1 The Contractor shall provide a range of housing services, including:

- (a) prompt completion of individual housing needs assessments for Prisoners using the London Initial Housing Needs Assessment within four (4) days after coming into custody;
- (b) addressing any Prisoner's needs identified in such assessments; and
- (c) working with partner organisations to increase the number of Prisoners who have settled accommodation on release and to ensure that Prisoners have the support to access and maintain independent accommodation after release, in accordance with the DOM's Regional Priorities.

4.5.3.2 The Contractor shall:

- (a) when assisting Prisoners to find accommodation, ensure that vulnerable members of the community are protected; and
- (b) support Remand Prisoners in obtaining accommodation in the community in order to increase the number of Remand Prisoners who are able to be released on bail.

4.5.4 **Attitudes, Thinking and Behaviour Pathway**

***Operating Procedure 4***

The Contractor shall, in accordance with the DOM's Regional Priorities, help Prisoners overcome negative and destructive patterns of thinking and behaviour by providing interventions including appropriately accredited cognitive skills programmes or short interventions that have been approved in accordance with PSO 4350 in order to change Prisoners' attitudes towards crime, victims and themselves.

4.5.5 **Education, Training and Employment Pathway**

***Operating Procedure 5***

4.5.5.1 **Overview**

The Contractor shall work in partnership with the DOM and the SFA to:

- (a) ensure the effective delivery of; and
- (b) facilitate access of Prisoners to,

the Education Services provided by the Education Provider, to help Prisoners tackle Skills for Life deficits and gain the appropriate skills and qualifications to enable them to access employment on release.

**4.5.5.2 Access**

The Contractor shall:

- (a) provide the Education Provider's staff with access to the Prison to enable the Education Provider's staff to carry out the Education Services; and
- (b) allow and facilitate external Education Services inspections, by providing access for such inspections as and when reasonably required.

**4.5.5.3 Supervision**

The Contractor shall:

- (a) ensure that Prisoners are delivered to, and returned from, Education Services in a timely manner; and
- (b) supervise those areas of the Prison in which Education Services are provided by the Education Provider in order to maintain safety and security.

**4.5.5.4 Partnership Board Meetings**

The Contractor shall:

- (a) attend any Learning and Skills Partnership Board Meeting convened by the SFA and the Contractor at least every two (2) Months (unless and until the SFA and the Contractor agree that this may be convened once each Performance Quarter) to manage the learning and skills needs of Prisoners and the development of initial and subsequent local Prison Education, Learning & Skills Delivery Plans; and
- (b) ensure that all Learning and Skills Partnership Board Meetings shall be attended by the Director (or his/her representative with his/her delegated authority).

**4.5.5.5 Contractor Services**



The Contractor shall ensure that any education and learning skills services that it provides are based on the Offender's Learning Journey.

**4.5.5.6 Employment**

***Operating Procedure 4***

The Contractor shall:

- (a) through the Reducing Re-offending Corporate Alliance, forge relationships with employers for the purpose of improving Prisoners' employability and enabling them to gain sustainable employment; and
- (b) liaise with the SFA, the Education Provider, Jobcentre Plus and employer groups to maximise the potential for Prisoners to gain accredited qualifications through work during their sentence.

**4.5.5.7 Offender Library, Learning and Information**

***Operating Procedure 4***

The Contractor shall:

- (a) provide a library with the resources to meet the information, cultural, educational, health and recreational needs of all Prisoners;
- (b) ensure that operational arrangements allow each Prisoner to attend the library once each week. For those Prisoners on a restricted regime, alternative arrangements shall be put in place for weekly provision of library services;
- (c) make available a range of books and multi media which shall be appropriate to the diverse ages, ethnicities, languages spoken, education levels and religions of Prisoners; and
- (d) ensure that the library service is compliant with the Offender Library, Learning and Information Service.

**4.5.5.8 Education Services Complaints Procedure**

The Contractor shall:

- (a) ensure that Prisoners are aware of the Education Services complaints procedure; and
- (b) ensure that the Education Services complaints procedure is adhered to insofar as there are Education Services complaints of Prisoners.

#### 4.5.6 **Drugs and Alcohol Pathway**

##### ***Operating Procedure 19***

The Contractor shall:

- 4.5.6.1 operate a strategy that complies with the Government Drug Strategy, the NOMS Drug Strategy and is in accordance with the DOM's Regional Priorities;
- 4.5.6.2 identify Prisoners who are substance misusers and work in partnership with the Healthcare Provider to provide such Prisoners with the opportunity for treatment by the Healthcare Provider to address their substance misuse;
- 4.5.6.3 co-operate with the needs of the Healthcare Provider to ensure that the Healthcare Provider is able to provide the Healthcare Services outlined in **paragraph 3.13 (Healthcare)** of the Design and Construction Requirements.
- 4.5.6.4 support Prisoners to help them avoid drugs in order to reduce the harm they pose to themselves and to reduce the risk of linked re-offending on release by providing suitable programmes to assist Prisoners to address their substance misuse needs, including CARATS, which shall be provided by the Contractor;
- 4.5.6.5 ensure that all drug treatment is compatible with the NTA Models of Care for drug misusers in the Prison;
- 4.5.6.6 develop and maintain effective throughcare arrangements for Prisoners from custody back to the community (and vice versa), to ensure a corresponding continuity of drug treatment and support at each key stage of an individual Prisoner's progress;
- 4.5.6.7 undertake mandatory drug testing in accordance with PSO 3601;

- 4.5.6.8 undertake voluntary drug testing and compliance drug testing in accordance with PSO 3620;
- 4.5.6.9 achieve a continuing reduction in the availability of drugs and alcohol in the Prison by providing a range of supply reduction measures that identify and target known supply routes to reduce attempts to smuggle drugs and alcohol into the Prison;
- 4.5.6.10 provide alcohol services of a sufficient quality to reduce Prisoners' alcohol misuse and address the needs of Prisoners in accordance with the Alcohol Harm Reduction Strategy and the Prison Service Alcohol Strategy;
- 4.5.6.11 ensure that all alcohol treatment is compatible with the NTA's Models of Care for Alcohol Misusers; and
- 4.5.6.12 operate data collection arrangements for monitoring the effectiveness of the drugs and alcohol strategies that are in place and provide such data on request to the DOM.

**4.5.7 Finance, Benefit and Debt Pathway**

***Operating Procedure 4***

The Contractor shall provide a range of measures, including services to:

- 4.5.7.1 improve Prisoners' financial literacy (including their ability to manage their finances);
- 4.5.7.2 give Prisoners the opportunity to access financial (including debt) and benefits advice; and
- 4.5.7.3 advise Prisoners to address the issue of insufficient income upon release.

**4.5.8 Children and Families Pathway**

***Operating Procedure 4***

The Contractor shall:

- 4.5.8.1 provide a range of measures, in accordance with the DOM's Regional Priorities to support Prisoners to maintain healthy relationships with their family and friends, where appropriate;

- 4.5.8.2 use family support to encourage Prisoners to settle successfully into the community on release so that they are supported by families and friends to make and sustain changes which reduce re-offending;
- 4.5.8.3 enable Prisoners to foster and maintain appropriate contact with, and have visits from, family and friends and other support networks, including the Offender Manager;
- 4.5.8.4 facilitate social visits, telephone contact and written contact (and other appropriate forms of contact utilising accessible technology) in such a way as to:
  - (a) minimise the risk of breakdown of relationships with family, friends and other support networks; and
  - (b) maximise their involvement in supporting Prisoners;
- 4.5.8.5 ensure that any letter addressed to a Prisoner which is received at the Prison on any Day is delivered to that Prisoner within eight (8) hours after such receipt;
- 4.5.8.6 ensure that Prisoners are able to post letters not less than once each Day between Monday to Saturday (inclusive);
- 4.5.8.7 assess all such contact as referred to in **paragraph 4.5.8.4 (Children and Families Pathway)** for risks to security and to vulnerable members of the community and shall appropriately manage any such risks that are identified;
- 4.5.8.8 escort Prisoners outside of the Prison:
  - (a) for compassionate reasons, provided such escort has been authorised by the Director; and
  - (b) whenever such escorts are deemed necessary by the Director,  
  
provided that all necessary security risk assessments have been undertaken; and
- 4.5.8.9 provide information to Prisoners and visitors regarding the Assisted Prison Visits Scheme.

4.5.9 **Physical Education**

### ***Operating Procedure 20***

The Contractor shall:

- 4.5.9.1 work in partnership with the Education Provider to provide physical activity based education and vocational work training, co-ordinated with the Reducing Re-offending Strategy, to improve Prisoner's skills and contribute to Prisoners gaining employment on release which shall include:
- (a) a structured educational programme;
  - (b) academic and vocational physical education courses;
  - (c) a programme of recreational participation activities;
  - (d) integration with the Education Provider to deliver basic and key skills;
  - (e) work skills accreditation;
  - (f) individual learning plans linked to sentence planning OASys assessments;
  - (g) class observation records;
  - (h) an up to date record of Operational Staff qualifications in relation to physical education, including an analysis of any Operational Staff training needs analysis; and
  - (i) a quality assurance system;
- 4.5.9.2 provide constructive physical leisure activities for Prisoners in order to improve physical fitness and promote healthy lifestyles subject to order and control being maintained;
- 4.5.9.3 provide remedial physical activities suitable for those Prisoners identified by the Healthcare Staff as requiring such remedial physical activities; and
- 4.5.9.4 provide showering facilities to enable Prisoners to wash following any physical leisure activities or remedial physical activities.

#### **4.5.10 Purposeful Activity**

### ***Operating Procedure 20***

The Contractor shall ensure that:

- 4.5.10.1 Prisoners are provided with the opportunity to spend an average of eight (8) hours each Day out of their Prison Cell;
- 4.5.10.2 Prisoners are provided with the opportunity to spend not less than twenty six (26) hours per week engaged in Purposeful Activity;
- 4.5.10.3 Operational Staff work proactively with Prisoners and motivate them to engage in Purposeful Activity;
- 4.5.10.4 Purposeful Activity is available to an individual Prisoner that addresses that Prisoner's identified risks and criminogenic needs; and
- 4.5.10.5 Prisoners are encouraged, through participation in Purposeful Activity, to achieve basic and key skills and to co-ordinate with the Prison's resettlement strategy as a whole.

#### **4.6 Delivery of Justice**

##### **4.6.1 Release at the End of Sentence or on Licence (including Temporary Licence)**

###### ***Operating Procedure 8***

The Contractor shall:

- 4.6.1.1 provide an efficient and effective sentence calculation and recalculation service to ensure Prisoners are held in custody for the correct length of time;
- 4.6.1.2 operate a system to ensure the release of Prisoners on the correct date, including means to check Prisoners' identities in preparation for release;
- 4.6.1.3 ensure that Prisoners, including those released on temporary licence (including End of Custody Licence) and Home Detention Curfew are released with a discharge grant (where applicable), travel expenses, conditions of licence, any personal documentation and identification and the Prisoner's personal property; and

- 4.6.1.4 ensure that Release on Temporary Licence is used appropriately to achieve the rehabilitation of Prisoners through the Pathways in accordance with PSO 6300.

#### 4.6.2 **Release of Unsented Prisoners**

##### ***Operating Procedure 8***

The Contractor shall:

- 4.6.2.1 operate a system to ensure the release of unsented Prisoners on bail on the correct date, including means to check unsented Prisoners' identities in preparation for release;
- 4.6.2.2 ensure that unsented Prisoners are made aware of their bail conditions and the time and location of their next court appearance; and
- 4.6.2.3 liaise with allocating courts notified to it from time to time by the Authority as agreed in the Initial Custodial Service Delivery Plan and/or the Annual Custodial Service Delivery Plan.

#### 4.6.3 **Court Production and Transfer**

##### ***Operating Procedure 8***

The Contractor shall:

- 4.6.3.1 ensure that the correct Prisoners are ready for collection by the Escorting Contractor for escort to court or transfer to other prisons in a timely manner in order to minimise delays to the Escorting Contractor; and
- 4.6.3.2 liaise with the Escorting Contractor to facilitate the Escorting Contractor's service delivery.

#### 4.6.4 **Legal Services and Bail**

##### ***Operating Procedure 21***

The Contractor shall:

- 4.6.4.1 facilitate access by Prisoners to legal services, including visits by legal advisers and opportunities for appropriate bail and legal advice; and

- 4.6.4.2 provide Prisoners with opportunities to use video conferencing facilities for the purpose of liaising with their legal advisers in accordance with **paragraph 4.2.3 (Video Conferencing)**.

#### 4.6.5 **Official and Professional Visits**

##### ***Operating Procedure 21***

The Contractor shall:

- 4.6.5.1 facilitate visits to Prisoners by official and professional visitors; and
- 4.6.5.2 provide Prisoners with opportunities to use video conferencing facilities for the purpose of official and professional visits in accordance with **paragraph 4.2.3 (Video Conferencing)**.

#### 4.6.6 **Incentives and Earned Privileges**

##### ***Operating Procedure 6***

The Contractor shall provide an incentives and earned privileges scheme for Prisoners in accordance with PSO 4000 which shall provide incentives for Prisoners to:

- 4.6.6.1 progress through their Sentence Plan;
- 4.6.6.2 engage with the Offender Management Unit; and
- 4.6.6.3 participate in Purposeful Activity and responsible behaviour.

#### 4.6.7 **Adjudications**

The Contractor shall, in accordance with the Offender Management Act 2007 and PSO 2000:

- 4.6.7.1 arrange for adjudications to be conducted by appropriately trained Operational Staff;
- 4.6.7.2 facilitate adjudications to be conducted by independent adjudicators where appropriate, not less than once each Month;
- 4.6.7.3 ensure that Prisoners are made available at the correct location and in a timely manner for adjudications; and



- 4.6.7.4 provide training to all Staff in adjudication procedures to be cascaded through all levels of Staff and any person who provides services to or interacts with Prisoners.

#### 4.6.8 **Care and Separation Unit**

##### ***Operating Procedure 7***

- 4.6.8.1 The Contractor shall provide and operate a Care and Separation Unit to care for those Prisoners for whom normal cellular accommodation is inappropriate, including:

- (a) for reasons of good order or discipline;
- (b) when it is in a Prisoner's own interests;
- (c) when the Prisoner is awaiting an adjudication; or
- (d) when the Prisoner has been given a punishment of cellular confinement.

- 4.6.8.2 The Contractor shall ensure that the correct balance is maintained in the Care and Separation Unit between:

- (a) order, control and discipline; and
- (b) care, support and respect.

- 4.6.8.3 The Contractor shall ensure that Operational Staff in the Care and Separation Unit shall liaise with Operational Staff from the normal cellular accommodation to facilitate the safe return to normal location of Prisoners held in the Care and Separation Unit as soon as possible.

- 4.6.8.4 The Contractor shall ensure that Operational Staff in the Care and Separation Unit work with the Healthcare Provider to ensure that Prisoners in the Care and Separation Unit have access to the Healthcare Services.

#### 4.6.9 **Use of Force**

The Contractor shall:

- 4.6.9.1 employ techniques to avoid resorting to the use of physical force, where possible;

4.6.9.2 ensure that, if force is used, it shall be used only by appropriately trained Operational Staff using authorised techniques in accordance with PSO 1600; and

4.6.9.3 record all incidents where force has been used using the approved format.

**4.6.10 Mutual Aid**

The Contractor shall train, equip and keep trained and equipped sufficient Operational Staff to provide, when requested, two (2) Tornado Units. For the purposes of this **paragraph 4.6.10 (Mutual Aid)**, a "Tornado Unit" means [REDACTED] which shall respond at any time to Mutual Aid arrangements.

**4.7 Safety, Decency and Respect**

**4.7.1 Provision of a Safe Environment**

The Contractor shall:

4.7.1.1 maintain order, control, discipline and safety in the Prison;

4.7.1.2 promote the well-being of all who live and work in the Prison; and

4.7.1.3 work towards the elimination of all anti-social behaviour and encourage all Prisoners to have a clear and active role in this objective.

**4.7.2 Decency**

The Contractor shall treat Staff, visitors and Prisoners with decency, humanity and respect. Any alleged failure to do so shall be addressed in accordance with **paragraph 4.7.13 (Complaints)**.

**4.7.3 Race Equality**

The Contractor shall:

4.7.3.1 ensure that all Operational Staff are made aware of, and comply with, the requirements of the Race Relations (Amendment) Act 2000;

4.7.3.2 ensure that a sub group of the senior management of the Contractor (the "Race Equality Action Team") manages the Race Equality Action Plan;

- 4.7.3.3 ensure that the Race Equality Action Team Meetings:
  - (a) occur regularly; and
  - (b) are chaired by the Director;
- 4.7.3.4 ensure that the Race Equality Action Team issues a quarterly race equality report in compliance with PSO 2800, copied to the Authority's Representative, to the senior management of the Contractor;
- 4.7.3.5 ensure that the Race Equality Officer manages and promotes race relations and ensures the timely delivery of the Race Equality Action Plan; and
- 4.7.3.6 ensure that the Race Equality Action Plan is compliant with PSO 2800 and HMPS Standard 48.

#### 4.7.4 **Reception**

##### ***Operating Procedure 8***

The Contractor shall:

- 4.7.4.1 provide an appropriate Reception Procedure for all Prisoners and treat Prisoners with dignity and privacy during such procedure in accordance with PSO 0500;
- 4.7.4.2 ensure that any urgent domestic issues of Prisoners shall be addressed during the Reception Procedure;
- 4.7.4.3 ensure that all Prisoners are able to understand the Reception Procedure;
- 4.7.4.4 facilitate assessments regarding the safety, physical and mental health needs of all Prisoners before the first night lock-up (including a cell sharing risk assessment), supporting the Healthcare Provider in these assessments and providing information to the Healthcare Provider where necessary, all of which shall be in compliance with PSO 0500;
- 4.7.4.5 act upon any information recorded during the Reception Procedure as necessary;

4.7.4.6 ensure that the Reception Procedure meets the needs of the court services and the Escorting Contractor by being available as follows:

- (a) between the hours of 0700 and 2000 on Business Days; and
- (b) between the hours of 0700 and 1900 on Saturdays and Bank Holidays;

4.7.4.7 provide the Reception Procedure outside of the hours stated in **paragraph 4.7.4.6 (Reception)** in accordance with Mutual Aid arrangements or where a Prisoner has attended court and:

- (a) is actively committing or has recently committed an act of serious self harm; or
- (b) is suffering from a physical or mental condition which would render their detention in alternative accommodation as detrimental to that condition; or
- (c) is displaying severe disruptive or violent behaviour and whose detention in alternative accommodation would present a significant risk to security; or
- (d) the charge, sentence, known custodial history or antecedents would automatically require submission by the Contractor for the Prisoner to be granted Category A status.

#### 4.7.5 **First Night**

##### ***Operating Procedure 9***

The Contractor shall operate first night procedures for all Prisoners which shall include an assessment of the mental health and risk of harm to self and others of Prisoners and shall be in accordance with PSO 0500 and PSO 0550.

#### 4.7.6 **Induction**

##### ***Operating Procedure 9***

As part of the Prisoner induction arrangements, the Contractor shall, in accordance with PSO 0550:

- 4.7.6.1 ensure Prisoners are integrated into the Prison, in order to enable Prisoners to make best use of their time at the Prison;
- 4.7.6.2 identify any personal safety issues and potential barriers to resettlement and means of addressing these in accordance with any Prisoner's Sentence Plan and in partnership with their Offender Manager, to ensure that Prisoners remain safe while in custody and in successful reintegration into the community upon release; and
- 4.7.6.3 provide Prisoners with sufficient information about what they can expect to happen to them during their induction period.

**4.7.7 Provision of Information**

***Operating Procedure 10***

The Contractor shall:

- 4.7.7.1 make available comprehensive information about the Prison and its regime to Prisoners, Staff and visitors, which shall be easily accessible at all times and meet the diverse language, literacy and comprehension needs of such Prisoners, Staff and visitors; and
- 4.7.7.2 provide all Operational Staff with those parts of the Initial Custodial Service Delivery Plan and Annual Service Delivery Plans that are relevant to them.

**4.7.8 Catering**

***Operating Procedure 11***

The Contractor shall:

- 4.7.8.1 provide a varied and healthy menu of available meals for Prisoners;
- 4.7.8.2 provide meals from the menu to Prisoners at specific meal times;
- 4.7.8.3 offer all Prisoners the opportunity of not less than one (1) hot meal each Day, which is appropriate to any health specific diets and religious requirements of Prisoners;

- 4.7.8.4 ensure that Prisoners are consulted regularly (at least twice each Year) about their meal preferences and that the menu reflects such preferences;
- 4.7.8.5 provide meals with a hot or cold drink outside normal meal times if the Prisoner has missed the meal through no fault of his own; and
- 4.7.8.6 ensure that hot and cold potable water is available to Prisoners at all times.

#### 4.7.9 **Prisoners' Shop and Prisoners' Monies**

##### ***Operating Procedure 17***

- 4.7.9.1 The Contractor shall:
  - (a) provide the opportunity for Prisoners to purchase a range of products similar to those available for purchase at other prisons and at similar prices;
  - (b) ensure that the range of products shall meet the needs of all Prisoners;
  - (c) use the revenue that is generated through the Contractor's provision of the shop for the general well-being and benefit of all Prisoners, such use to be approved in advance by the DOM; and
  - (d) maintain and operate a cash management system for the management of all monies earned by, and private cash held by Prisoners.
- 4.7.9.2 Any revenue generated by the Contractor and to be used in accordance with **paragraph 4.7.9.1(c) (Prisoners' Shop and Prisoners' Monies)** shall not be used by the Contractor to finance any element of the Custodial Service that the Contractor is required to provide to the Authority.

#### 4.7.10 **Healthcare**

##### ***Operating Procedure 12***

##### 4.7.10.1 ***Overview***

The Contractor shall work in partnership with the DOM and Greenwich Teaching PCT to provide Prisoners with the

opportunity to access the Healthcare Services commissioned by Greenwich Teaching PCT and to:

- (a) ensure the effective delivery of; and
- (b) facilitate access of Prisoners to,  
  
the Healthcare Services provided by the Healthcare Provider.

**4.7.10.2 Access**

The Contractor shall:

- (a) provide the Healthcare Staff with access to the Prison to enable the Healthcare Staff to carry out the Healthcare Services; and
- (b) allow and facilitate external Healthcare Services inspections, by providing access for such inspections as and when reasonably required.

**4.7.10.3 Supervision**

The Contractor shall:

- (a) ensure that Prisoners are delivered to, and returned from, Healthcare Services in a timely manner; and
- (b) supervise those areas of the Prison in which Healthcare Services are provided by the Healthcare Provider in order to maintain safety and security.

**4.7.10.4 Partnership Board Meetings**

The Contractor shall:

- (a) attend any Healthcare Partnership Board Meeting convened by Greenwich Teaching PCT and the Contractor at least every two (2) Months (unless and until Greenwich Teaching PCT and the Contractor agree that this may be convened once each Performance Quarter) to manage the physical and mental health needs of Prisoners and the development of initial and subsequent Health Delivery Plans; and

- (b) ensure that all Healthcare Partnership Board Meetings shall be attended by the Director (or his/her representative with his/her delegated authority).

#### 4.7.10.5 **NHS Complaints Procedure**

The Contractor shall:

- (a) ensure that Prisoners are aware of the NHS complaints procedure; and
- (b) ensure that the NHS complaints procedure is adhered to insofar as there are health-related complaints of Prisoners.

#### 4.7.10.6 **Identify Health Issues**

- (a) The Contractor shall maintain a duty of care and responsibility for the overall well-being of Prisoners and shall, together with Greenwich Teaching PCT, identify any physical, mental health and substance misuse needs of Prisoners to enable the Healthcare Provider to address such Prisoners' needs; and
- (b) support and participate in health promotion initiatives instigated by the Healthcare Provider, for example, healthy eating and smoking cessation initiatives.

#### 4.7.10.7 **Medication and Medical Records**

The Contractor shall:

- (a) co-operate with the Healthcare Provider to ensure that when a Prisoner is transferred to another prison, the Prisoner's medical records are transferred with the Prisoner; and
- (b) adhere to the policy for in-Prison Cell possession medication for Prisoners, as approved by Greenwich Teaching PCT.

#### 4.7.10.8 **Patient Advisory Liaison Service**

The Contractor shall provide Prisoners with the opportunity to access PALS through meetings with PALS staff in the Prison and telephone contact.

#### 4.7.11 **Escorts to Hospital**



***Operating Procedure 12***

- 4.7.11.1 The Contractor shall provide Hospital Escorts in a timely manner and supervise Bedwatches.
- 4.7.11.2 The Contractor shall maintain the appropriate level of security, undertaking regular risk assessments of all procedures and practices and managing any risks identified for Hospital Escorts and Bedwatches.
- 4.7.11.3 Subject to **paragraph 4.7.11.4 (Escorts to Hospital)** the Contractor shall ensure that Operational Staff assume responsibility for Prisoners and attend all Bedwatches within four (4) hours of receiving notification from the PECS Contractor or IPT Contractor (as relevant) that a Prisoner has been admitted as an in-patient.
- 4.7.11.4 The provisions relating to responsibility for Prisoners as set out in **paragraph 4.7.11.3 (Escorts to Hospital)** shall only apply to Prisoners who are taken ill while being escorted to the Prison or, where a Prisoner is taken ill in court, a warrant has been signed remanding the Prisoner to the Prison.
- 4.7.11.5 The Parties acknowledge that Greenwich Teaching PCT shall reimburse the Contractor directly at cost for the cost of the first two (2) Operational Staff required for any Hospital Escort or Bedwatch. Such costs shall not include any costs of transport or other ancillary costs or expenses associated with the provision of those Operational Staff.
- 4.7.11.6 If the Director's risk assessment determines that the number of Operational Staff referred to in **paragraph 4.7.11.5 (Escorts to Hospital)** will not be sufficient to maintain the security required for a Hospital Escort or Bedwatch, further Operational Staff shall be provided by the Contractor within the Contract Price.

**4.7.12 Suicide and Self Harm**

***Operating Procedure 13***

The Contractor shall:

- 4.7.12.1 operate the Prison in accordance with the Contractor's suicide prevention and self-harm management strategy for the Prison;
- 4.7.12.2 identify Prisoners who are at risk of self-harm and suicide;
- 4.7.12.3 utilise suitable assessment tools, including:
  - (a) suitably trained Operational Staff; and
  - (b) ACCT,to enable the identification of Prisoners who are at risk of self-harm and suicide;
- 4.7.12.4 provide an appropriate care map and support plans for those Prisoners identified as being at risk;
- 4.7.12.5 manage self-harm and prevent suicide, addressing immediate risks and concerns and more long term issues all of which shall be individually tailored to the particular needs of individual Prisoners;
- 4.7.12.6 take prompt and effective action to prevent self-harm or suicide;
- 4.7.12.7 co-ordinate a multi-disciplinary approach to the Contractor's suicide prevention and self-harm management strategy for the Prison;
- 4.7.12.8 enable Prisoners to access support in order to address self-harming behaviour and reduce such behaviour; and
- 4.7.12.9 reflect the Contractor's suicide prevention and self-harm management strategy for the Prison in the Operating Procedures and all the Contractor's other strategies for the provision of the Custodial Service.

#### **4.7.13 Complaints**

##### ***Operating Procedure 14***

The Contractor shall:

- 4.7.13.1 make available to Prisoners, Staff and visitors information regarding the Contractor's complaints procedure (including how to make a complaint) at all times and in a format

which meets the diverse language, literacy and comprehension needs of such Prisoners, Staff and visitors;

4.7.13.2 maintain a record of all complaints made by Prisoners, Staff and visitors (which shall include details of the action that has been taken in response to the complaint and the outcome); and

4.7.13.3 provide the records referred to in **paragraph 4.7.13.2 (Complaints)** to the Authority upon request.

**4.7.14 Religion**

The Contractor shall ensure that the religious and belief needs of Prisoners are met in accordance with PSO 4550.

**4.7.15 Accommodation**

***Operating Procedure 15***

The Contractor shall ensure that Prison Cells and all other facilities at the Prison are operated and maintained to provide heating, lighting, ventilation and fittings which are adequate for the health, safety and decency of Prisoners, Staff and visitors.

**4.7.16 Cleanliness**

***Operating Procedure 16***

The Contractor shall:

4.7.16.1 keep the Prison clean;

4.7.16.2 provide accessible and appropriately equipped facilities to enable Prisoners to keep themselves, any property (including clothing) they have access to while in custody and their Prison Cells clean; and

4.7.16.3 provide all Prisoners with access to shower facilities not less than once each Day.

**4.7.17 Clothing and Footwear**

The Contractor shall make available to each Prisoner clothing and footwear that is of a reasonable standard and size and which provides the Prisoner with the appropriate degree of warmth.

**4.7.18 Bedding**

***Operating Procedure 16***

The Contractor shall:

- 4.7.18.1 ensure that each Prisoner receives clean bedding as part of the Reception Procedure; and
- 4.7.18.2 be responsible for the cleaning of all bedding that is issued to Prisoners by the Contractor, such cleaning to be carried out at least once each week.

**4.7.19 Cell Call Alarm System**

***Operating Procedure 24***

The Contractor shall ensure that each Prison Cell has a working call system and shall check that the call system is operational not less than once each Day.

**4.8 Corporate Social Responsibility and Sustainability**

The Contractor shall:

- 4.8.1 within two (2) Years after the Actual Opening Date, ensure environmental management systems modelled upon a recognised system are operating;
- 4.8.2 maintain the Building Research Establishment Environmental Assessment Method (BREEAM) for Secure Prison Accommodation to "excellent" rating, or equivalent;
- 4.8.3 comply with the Ministry of Justice Custodial Property's Sustainable Development Energy and Environmental Checklists;
- 4.8.4 promote the use of video conferencing facilities at the Prison; and
- 4.8.5 ensure that the Display Energy Certificate is displayed at the Prison at all times in accordance with the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

**4.9 Grounds Maintenance**

The Contractor shall provide the Grounds Maintenance Service which shall include the provision of horticultural courses for Prisoners.

**4.10 Information and Communication Technology**

**4.10.1 Prisoner Access to Technology**

The Contractor shall:

- 4.10.1.1 provide secure and auditable access to technology by Prisoners;
- 4.10.1.2 provide Prisoners with opportunities to acquire basic keyboard and associated information and communication technology skills;
- 4.10.1.3 ensure that all legal documentation regarding a Prisoner's legal defence shall not be accessible to Staff, other Prisoners or any other third party; and
- 4.10.1.4 record and retain all Prisoner voice and video calls for each Performance Quarter, other than those protected by legal privilege and at the end of each Performance Quarter, destroy all such data. Exceptions to this process must be carried out in accordance with Prison Rule 35A(4) or YOI Rule 11(4).

#### **4.10.2 Use of Authority ICT Systems**

The Contractor shall:

- 4.10.2.1 use the Authority ICT Systems (whether delivered via Quantum or otherwise) as may be required by the Authority from time to time; and
- 4.10.2.2 accept that access to Authority ICT Systems shall at all times be conditional upon the Contractor's adherence to the Authority's Code of Connection Requirements.

#### **4.10.3 Provision of Prisoner Data to the Authority**

The Contractor shall provide Prisoner data to the Authority as required, in a secure manner and in a data set format to be agreed by the Authority and the Contractor.

#### **4.10.4 Security Standards**

The Contractor shall:

- 4.10.4.1 ensure that the Contractor's ICT Systems comply with all relevant Government security standards as set out in IS2;
- 4.10.4.2 undertake periodic security risk assessments in accordance with IS1;

- 4.10.4.3 ensure that all IS1 risk assessments and IS2 risk assessments are completed by an approved CLAS security consultant and at no additional cost to the Authority;
- 4.10.4.4 undertake, at the Contractor's cost, annual security assurance (penetration) testing and provide all associated test reports to the Authority;
- 4.10.4.5 facilitate any independent security assurance (penetration) testing of the technical infrastructure that is commissioned by the Authority;
- 4.10.4.6 store, process and access all Prisoner and visitor data within the United Kingdom only; and
- 4.10.4.7 not, without the prior written consent of the Authority, store, process or access Prisoner or visitor data in any way whatsoever outside the United Kingdom.

#### 4.11 **Monitoring and Reporting**

##### 4.11.1 **Contract Review Meetings**

- 4.11.1.1 The Contractor shall:
  - (a) within one (1) Month before the Actual Opening Date, agree with the DOM and/or their representative, and adhere to, a schedule of Contract Review Meetings;
  - (b) ensure that the Director or the Director's senior representative attends the Contract Review Meetings;
  - (c) at least five (5) Business Days prior to any Contract Review Meeting provide all information requested by the Authority in respect of that Contract Review Meeting in the Contract Review Meeting Director's Report referred to in **Section 7 (Contract Delivery Management Information)**; and
  - (d) complete any actions which are agreed at the Contract Review Meeting in a timely manner.
- 4.11.1.2 The Contract Review Meetings shall be held once every Month until the DOM notifies the Contractor that the Contract Review Meetings shall be held once each Performance Quarter. A schedule of Contract Review Meetings shall be provided to the DOM within five (5)

Business Days after the DOM has notified the Contractor that the Contract Review Meetings shall be held each Performance Quarter.

4.11.1.3 The Contractor shall ensure that the Director or other representative at an appropriate level of management attends all meetings as required by the Authority.

4.11.1.4 The status of any current Authority Changes or Contractor Changes shall be discussed at each Contract Review Meeting.

4.11.2 **Controller/Director Meetings**

4.11.2.1 The Contractor shall:

- (a) within one (1) Month before the Actual Opening Date, agree with the Controller, and adhere to, a schedule of Controller/Director Meetings;
- (b) ensure that the Director or the Director's senior representative attends the Controller/Director Meetings;
- (c) at least one (1) Business Day prior to any Controller/Director Meeting provide all information requested by the Controller in respect of that Controller/Director Meeting; and
- (d) complete any actions which are agreed at the Controller/Director Meeting in a timely manner.

4.11.2.2 The Controller/Director Meetings shall be held once every Month unless and until the Controller and Director agree otherwise.

4.11.3 **Provision of Contract Delivery Management Information**

The Contractor shall provide to the Authority the Contract Delivery Management Information in accordance with the timescales for the provision of such Contract Delivery Management Information set out in the third (3rd) column of the table headed "Contract Delivery Management Information" in **Section 7 (Contract Delivery Management Information)** in such format and detail as the Authority reasonably requires.

4.11.4 **Provision of Performance Indicators**

The Contractor shall, within five (5) Business Days after the end of each Month, provide to the Authority the information required by the Performance Indicators.

**4.11.5 Issues of Concern**

The Contractor shall provide a report of issues of concern or matters which may, in either case, become of ministerial interest or may have media interest immediately upon becoming aware of such matters or upon the DOM's or the Authority's request.

**5. SECTION 5: AUDIT & ASSURANCE**

***Operating Procedure 18***

**5.1 Audit Approach**

The Contractor shall provide and operate an audit model with the following three (3) component parts:

- 5.1.1 the provision of self audits by the Contractor;
- 5.1.2 self-audit quality reviews by the Contractor; and
- 5.1.3 audit reviews by the Authority (to include the Corporate Governance Standard).

**5.2 Self Audits by the Contractor**

- 5.2.1 The Contractor shall resource, undertake and provide to the Authority's Representative a programme of self audits applied to the day to day performance of the Custodial Service. The objective of the programme is to examine compliance by the Contractor with its obligations, the performance of the Custodial Service against the Contract Delivery Indicators and the management of significant risks to successful provision of the Custodial Service.
- 5.2.2 The Contractor's programme of self audits shall commence on a date to be agreed with the Authority's Representative.
- 5.2.3 The Contractor shall report in writing progress and significant findings on the self audit programme to the Authority's Representative at least once a Month and implement any requirements of the Authority's Representative.
- 5.2.4 The Contractor shall rectify any incidences of non-compliance that are reported in accordance with **paragraph 5.2.3 (Self Audits by the**



**Contractor)** in a timely manner in order to meet the requirements of PSO 0250.

### 5.3 **Self Audit Quality Assurance Reviews**

The Contractor shall provide self audit quality assurance in a manner that is reasonably acceptable to the Authority's Representative, including through the Contractor's external auditor's programme in order that the Authority's Representative can satisfy himself as to the adequacy and accuracy of the Contractor's self audit arrangements.

### 5.4 **Audit Reviews**

Without prejudice to **clause 30.2 (Authority Auditing)**, the Contractor shall allow and facilitate any audit, whether carried out by the Authority's Representative or any other person or body on behalf of the Authority's Representative, to examine the Contractor's arrangements for self audit, compliance with its obligations under this Contract and governance arrangements. The audit work shall comprise:

- 5.4.1 a review of the Contractor's self audit process, any self audit report, self audit quality assurance arrangements and any quality assurance report;
- 5.4.2 a review of the compliance by the Contractor with its obligations; and
- 5.4.3 confirmation that the Contractor continues to operate sound governance arrangements for the duration of the Custodial Service Period.

6. **SECTION 6: OPERATING PROCEDURES**

<b>Operating Procedure No.</b>	<b>Operating Procedure</b>	<b>Corresponding Obligation(s) (by Paragraph No.)</b>
1	Offender Management (including resettlement)	4.2 (Offender Management)  4.3.5 (Imprisonment for Public Protection)  4.5.1 (Resettlement)
2	Local Security Strategy (including searching arrangements)	4.3.1 (Security)  4.3.2 (Local Security Strategy)
3	Contingency planning	4.3.3 (Contingency Planning)  4.3.4 (Serious Incidents)
4	Reducing re-offending	4.4.1 (Community Engagement)  4.5.2 (Pathways Board)  4.5.3 (Housing and Accommodation Pathway)  4.5.4 (Attitudes, Thinking and Behaviour Pathway)  4.5.5.6 (Employment)  4.5.5.7 (Offender Library, Learning and Information)  4.5.7 (Finance, Benefit and Debt Pathway)  4.5.8 (Children and Families Pathway)
5	Education, Learning & Skills Arrangements for partnership working	4.5.5 (Education, Training and Employment Pathway)
6	Incentives and earned privileges scheme	4.6.6 (Incentives and Earned Privileges)

<b>Operating Procedure No.</b>	<b>Operating Procedure</b>	<b>Corresponding Obligation(s) (by Paragraph No.)</b>
7	Operation of Care and Separation Unit	4.6.8 (Care and Separation Unit)
8	Reception and discharge	4.6.1 (Release at the end of Sentence or on Licence (including Temporary Licence))  4.6.3 (Court Production and Transfer)  4.6.4 (Legal Services and Bail)  4.7.4 (Reception)
9	Prisoner induction arrangements	4.7.5 (First Night)  4.7.6 (Induction)
10	Provision/disclosure information	4.7.7 (Provision of Information)
11	Catering arrangements	4.7.8 (Catering)
12	Healthcare arrangements for partnership working	4.7.10 (Healthcare)  4.7.11 (Escorts to Hospital)
13	Suicide and self-harm, provision for Prisoners at risk	4.7.12 (Suicide and Self Harm)
14	Complaints/Grievance procedure	4.7.13 (Complaints)
15	Prison maintenance	4.7.15 (Accommodation)
16	Cleaning arrangements	4.7.16 (Cleanliness)
17	Prisoners' pay and shop	4.7.9 (Prisoners' Shop and Prisoners' Monies)
18	Audit arrangements	5 (Audit & Assurance)
19	Drug and alcohol strategy	4.5.6 (Drugs and Alcohol Pathway)
20	Prisoner core day, including regime	4.5.9 (Physical Education)

<b>Operating Procedure No.</b>	<b>Operating Procedure</b>	<b>Corresponding Obligation(s) (by Paragraph No.)</b>
		4.5.10 (Purposeful Activity)
21	Access to justice	4.6.4 (Legal Services and Bail) 4.6.5 (Official and Professional Visits)
22	Emergency call out system	N/A
23	Fire prevention	N/A
24	Cell call/alarm system (testing and response procedure)	4.7.19 (Cell Call Alarm System)
25	Sustainability strategy	N/A

**7. SECTION 7: CONTRACT DELIVERY MANAGEMENT INFORMATION**

<b>Plan or Report</b>	<b>Frequency</b>	<b>Date Required</b>
Reducing Re-offending Strategy in response to the DOM's Area Reducing Re-offending Delivery Plan	Annually	On or before 1 April each Contract Year
Equality and Diversity compliance report	Annually	On or before 1 April each Contract Year
Race equality report	Annually	On or before 1 April each Contract Year
Race equality visitors survey	Annually	No later than five (5) Business Days after publication of the Race equality visitors survey
Race Equality Action Plan	Quarterly	No later than ten (10) Business Days before the Controller/Director Meeting scheduled for the Month after the end of each Performance Quarter
Quarterly Performance Metric Report	Quarterly	Within five (5) Business Days after the end of each Performance Quarter
Searching strategy report	Quarterly	Within five (5) Business Days after the end of each Performance Quarter
Self audit programme progress report	Monthly	No later than one (1) Business Day before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates
Human resources report	Monthly	No later than one (1) Business Day before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates
Investigations, suspensions and dismissals report	Monthly	No later than one (1) Business Day before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates

<b>Plan or Report</b>	<b>Frequency</b>	<b>Date Required</b>
London Operational Capacity Report	Monthly	No later than the fifteenth (15th) Day of each Month
PNOMIS report	Monthly	No later than the tenth (10th) Business Day of each Month
Contract Review Meeting Director's Report	Monthly (becoming Quarterly)	No later than one (1) week before the next scheduled Contract Review Meeting
Population data for regional population management strategy	Monthly	No later than one (1) Business Day before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates
Racially motivated incidents report	Monthly	No later than one (1) Business Day before the Controller/Director Meeting scheduled for the Month after the end of each Month to which the report relates
SMART Race equality data	Monthly	No later than five (5) Business Days before the next scheduled Race Equality Action Team Meeting
Stability audit	Weekly	No later than two (2) Business Days after the end of each week
Regime monitoring report	Weekly	No later than two (2) Business Days after the end of each week
Exception report on the Initial Custodial Service Delivery Plan	For each Contract Review Meeting	No later than one (1) week before the next scheduled Contract Review Meeting
Exception report on the Annual Custodial Service Delivery Plan	For each Contract Review Meeting	No later than one (1) week before the next scheduled Contract Review Meeting
Exception reports against HMIP, IMB, Standards Audit Unit (SAU) and Ombudsman action plans	For each Contract Review Meeting	No later than one (1) week before the next scheduled Contract Review Meeting
Briefing sheet	On each Day during the	On each Day during the Custodial

<b>Plan or Report</b>	<b>Frequency</b>	<b>Date Required</b>
	Custodial Service Period	Service Period
Daily Report	On each Day during the Custodial Service Period	On each Day during the Custodial Service Period
Copies of complaint forms with allegations against Operational Staff	As available	No later than one (1) Business Day before the next scheduled Controller/Director Meeting
Ad hoc datasets – for example staffing data or other datasets requested by the Authority	On Request	As Requested
Measuring the Quality of Prison Life report	As produced by the Standards Audit Unit	No later than ten (10) Business Days before the next scheduled Controller/Director Meeting
Race Equality Questionnaire	Quarterly	Within five (5) Business Days after the end of each Performance Quarter

8. **SECTION 8: PERFORMANCE INDICATORS**

Ref.	Performance Indicator	Level
CU 1	The percentage of Prisoners ready for discharge for court appearances in compliance with the escort contract	Regional
CU 2	The percentage of Prisoners who comply the terms of their temporary release on licence	Local
CU 3	The rate of absconds (per 100,00 prisoner days)	N/A for Belmarsh West
CU 4	The percentage of serious assaults per overall prison population	Regional
CU 5	Not used	
CU 6	Number of Category A escapes	N/A for Belmarsh West
CU 7	Number of escapes from prison and prison escorts, as a percentage of the average prison population	National
CU 10	The average number of hours per week spent by Prisoners in purposeful activity	Local
CU 11	The average number of daily unlocked hours per day per Prisoner	Local
CU 12	The percentage of sentenced Prisoners, and those in remand in local prisons, who have an assessment of their housing requirements undertaken within 4 days of reception	Regional
CU 13	The percentage of Prisoners who move to settled accommodation on release	Regional
CU 14	The percentage of discharged Prisoners entering training or education on release	Local
CU 15	The percentage of discharged Prisoners entering employment on release	Local
CU 16	The rate of drug misuse in prisons - as measured by the random Mandatory Drug Testing (rMDT) programme	Regional
CU 17	The number of Prisoners who complete a drug rehabilitation programme or Therapeutic Community annually	Local
CU 18	The percentage planned attendees who attend education	Regional
CU 19	The number of Prisoners who complete accredited sex offender programme completions	N/A for Belmarsh



Ref.	Performance Indicator	Level
		West
CU 20	The number of Prisoners who complete accredited domestic violence programme completions	N/A for Belmarsh West
CU 21	The number of Prisoners who complete accredited programme completions annually (excluding sex offender and domestic violence programmes)	N/A for Belmarsh West
CU 22	The proportion of Accredited Programme starts that meet the relevant programme criteria	N/A for Belmarsh West
CU MI 2	The number of ROTL's granted per 100,000 prisoner days	
		Regional/Local TBC
CU MI 3	The average numbers of Prisoners held two to a cell with a Certified Normal Accommodation (CNA) of one	Regional/Local TBC
CU MI 4	Delivery against sentence plan	Regional/Local TBC
CU MI 5	Not used	
CU MI 6	Not used	

### **PART 3: MINIMUM REQUIREMENTS**

The Minimum Requirements that apply during the Custodial Services Period are:

1. Prison Rules relating to that Prisoner Place or to a Prisoner occupying that Prisoner Place are complied with in full;
2. any Prisoner occupying that Prisoner Place has available to him three meals daily served appropriate times of the day, to the extent that such Prisoner is physically present at the Prison at such meal times;
3. any Prisoner occupying that Prisoner Place has available to him clothes to wear which are of a reasonable standard and has facilities available to ensure that such clothes remain clean;
4. any Prisoner occupying that Prisoner Place has access to potable water throughout the Day;
5. any Prisoner occupying that Prisoner Place has a bed with a clean mattress and clean and adequate bedding;
6. the Prison Cell in which that Prisoner Place is located has heat, light and ventilation that complies with PSI 17/2012 Certified Prisoner Accommodation;
7. any Prisoner occupying that Prisoner Place has access to hot water on that Day for washing purposes and access to adequate sanitation facilities throughout the Day;
8. the Prisoner Place has a cell call system which is in good working order and provides a means of communicating with staff;
9. no Prisoner (other than in the Healthcare Unit) is required to share a Prison Cell with any other Prisoner, except as permitted by this Contract or with the prior written approval of the Authority's Representative; and
10. the levels of safety and security in the Prison and control of Prisoners are as required under the Operating Procedures.

## **PART 4: CELL CERTIFICATE REQUIREMENTS**

The Cell Certificate Requirements in respect of each Prison Cell are:

### **1. Numbering, Heating, Lighting and Ventilation**

- 1.1 Each Prison Cell has a unique number placed in a conspicuous position.
- 1.2 Each Prison Cell is capable of achieving the following temperatures:
  - 1.2.1 19°C for Prison Cells; and
  - 1.2.2 21°C for a Prison Cell which is a Care and Separation Unit or is in the Healthcare Centre.

Air temperature may be verified by a handheld electronic thermometer.

- 1.3 Each Prison Cell shall contain an artificial lighting system which is capable of providing up to 200 lux at table top level. Light level may be verified by a handheld light meter.
- 1.4 Appropriate levels of artificial light are available in Prison Cells at all time.
- 1.5 Each Prison Cell has sufficient ventilation systems to comply with, as a minimum, the following requirements:
  - 1.5.1 two air changes per hour for Prison Cells with mechanical extraction;
  - 1.5.2 six air changes per hour within the toilet compartment of Prison Cells with toilet compartments; and
  - 1.5.3 for Prison Cells with natural ventilation:
    - 1.5.3.1 16,000mm<sup>2</sup> of openable area for rapid ventilation, provided in the window; and
    - 1.5.3.2 8,000mm<sup>2</sup> of permanent operable area for background (trickle) ventilation.

The standard of ventilation should be as required by all applicable building regulations.

### **2. Security**

- 2.1 The internal fabric of each Prison Cell, including the walls, floor, ceiling and doorframe, is secure in all respects.
- 2.2 Each Prison Cell door has a fully operating hinge and closure mechanism and a fully operating locking mechanism.

- 2.3 Each Prison Cell door has a suitable observation panel which provides a clear view of the interior of the Prison Cell.

**3. Dimensions of Prison Cell and Prisoner Confinement**

- 3.1 Each Single Prison Cell has a floor area in excess of six point eight square metres (6.8m<sup>2</sup>) or, if a shower area is incorporated within the Prison Cell, a floor area in excess of eight point five square metres (8.5m<sup>2</sup>), such areas to include a toilet compartment or suitable modesty screening around the toilet.
- 3.2 Each Double Prison Cell has a floor area in excess of nine point eight square metres (9.8m<sup>2</sup>) or, if a shower area is incorporated within the Prison Cell, a floor area in excess of eleven square metres (11m<sup>2</sup>), such areas to include a toilet compartment or suitable modesty screening around the toilet.
- 3.3 For each Prison Cell the Contractor has provided details of the period for which a Prisoner may be separately confined in the Prison Cell.
- 3.4 Each Prison Cell which is capable of holding 2 Prisoners shall provide sufficient space for each Prisoner.

**4. Furniture, Fixtures and Fittings**

- 4.1 Each Prison Cell has:
- 4.1.1 a single bed for each prisoner or where applicable, bunk beds with mattress;
  - 4.1.2 appropriate bedding;
  - 4.1.3 a cupboard for storage of personal possessions;
  - 4.1.4 a chair and table area (for dining and for personal pursuits);
  - 4.1.5 a toilet compartment with a toilet with a flush mechanism and appropriate ventilation;
  - 4.1.6 the means to summon assistance where necessary which are capable of providing auditable and visual means of alert;
  - 4.1.7 a suitable wall surface to enable the display of prisoner material, artwork and printed material;
  - 4.1.8 a mirror;
  - 4.1.9 a waste bin;

- 4.1.10 a wash basin which is capable of providing hot and cold water with suitable drainage; and
- 4.1.11 electrical sockets for TV, music and electrical equipment.
- 4.2 Each Prison Cell has sufficient space for:
  - 4.2.1 the items specified in **paragraph 4.1 (Furniture, Fixtures and Fittings)**; and
  - 4.2.2 circulation and movement by Prisoners.
- 5. **Prison Cell Information**
- 5.1 The Contractor has provided the following information for each Prison Cell:
  - 5.1.1 the number or Prison Cell mark;
  - 5.1.2 whether the Prison Cell is a Prison Cell, cubicle, room, dormitory or ward;
  - 5.1.3 the certified normal capacity of the Prison Cell;
  - 5.1.4 the maximum number of Prisoners which may be accommodated in the Prison Cell;
  - 5.1.5 the number of Prisoner Places normally allocated to the Prison Cell; and
  - 5.1.6 the normal use of the Prison Cell.

The issue of the Independents Engineer's Declaration shall be satisfactory evidence that, for the purposes of the initial issuance of a Cell Certificate pursuant to Clause 18.2, each Prison Cell complies with the following Cell Certificate Requirements - 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 2.2, 2.3, 3.1, 3.2, 4.1.1, 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.9, 4.1.10, 4.1.11 and 4.2.

## PART 5: BRONZE AGE PLATFORM REQUIREMENTS

### 1. Background

Archaeological investigations at the Site in 2008 exposed part of two phases of a timber structure of probable Bronze Age date in the east end of Trench 1. The top of the later phase of related timbers was recorded at 2.56 m below ground level (1.95m below Ordnance Datum).

In terms of future development of the Site in the immediate area around the timber structure English Heritage, as archaeological planning advisor to Greenwich Borough Council, wishes to secure the preservation in situ of any archaeological remains by a sensitive approach to construction methodology. An area with two levels of constraint has been identified and is shown on Drawing STL-BMW-DWG-P-526 (set out in paragraph 3 of this Part 5 of **Schedule 1 (Authority's Requirements)**) (the "Constraint Area"). The inner zone contains probable archaeological remains and the outer zone is likely to contain cultural evidence.

### 2. Requirements

#### 2.1 The design of piling in the Constraint Area shall:

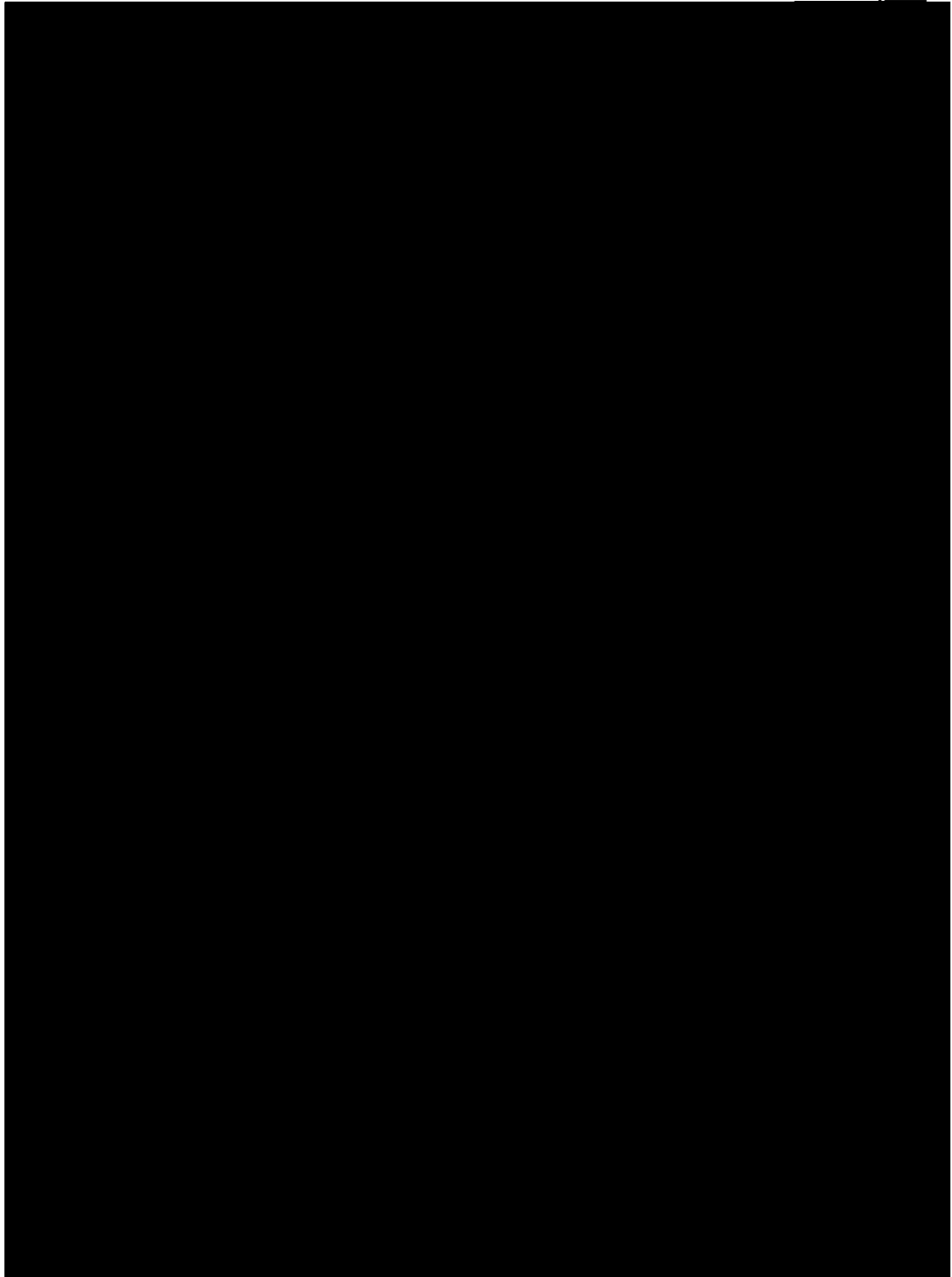
- 2.1.1 be the minimum engineering requirement;
- 2.1.2 have the lowest possible impact on any archaeological remains; and
- 2.1.3 preserve those archaeological remains in situ.

#### 2.2 The Contractor shall demonstrate to the satisfaction of any Relevant Authority that the design of the piling in the Constraint Area has the lowest possible impact on any archaeological remains.

#### 2.3 Any pile caps, service runs, ground works or probing for obstructions or any other form of ground disturbance (other than piling) shall not exceed 2m below ground level (1.40m below Ordnance Datum) in order to avoid any disturbances in the inner area and any additional archaeological intervention works.

#### 2.4 The area of Trenches 1 and 2 is archaeologically sterile and is not subject to the Bronze Age Platform Requirements.

**3. The Constraint Area**



Note: This plan is also available on a separate CD labelled "Site Plans for Belmarsh West".

## **SCHEDULE 0**

### **Contractor's Proposals**

#### **PART 1: CONSTRUCTION PROPOSALS**

Schedule 2 Part 1

[REDACTED]

[REDACTED]

[REDACTED]













































































































































































## **SCHEDULE 0**

### **Initial Availability Requirements**

#### **PART 1: INDEPENDENT ENGINEER'S DECLARATION REQUIREMENTS**

##### **Independent Engineer's Declaration Requirements**

"Independent Engineer's Declaration Requirements" shall mean, where applicable:

- i) the Works (other than the Post Completion Works) have been provided in accordance with the Authority's Requirements and the Contractor's Proposals, and any relevant Planning Approval;
- ii) the Works (other than the Post Completion Works) have been designed and constructed in the forms and materials described in the Authority's Requirements and Contractor's Proposals, and as approved in any Planning Approval;
- iii) the Prison has been constructed on the Site, together with external hard and soft landscaped areas, and with the sports and recreational facilities (other than any of the same which are to be provided as part of the Post Completion Works) as shown in the Authority's Requirements and the Contractor's Proposals and as approved in any Planning Approval;
- iv) external fencing, gates, walls, security equipment, vehicular and pedestrian access (other than any of the same which are to be provided as part of the Post Completion Works) are complete as described in the Authority's Requirements and the Contractor's Proposals;
- v) the Prison buildings are weatherproof and watertight;
- vi) the building services, the drainage and the fire protection installations comply with the Authority's Requirements and the Contractor's Proposals in all material respects;
- vii) the security systems and related equipment comply with the Authority's Requirements and the Contractor's Proposals in all material respects;
- viii) the mechanical and electrical plant and equipment has been tested on Site to ascertain compliance with the Authority's Requirements and the Contractor's Proposals and meet the standards set out in the Authority's Requirements and the Contractor's Proposals;
- ix) all mechanical and electrical installation work is complete and the plant and equipment is safe for use;

- x) all information, communication and technology passive installations and infrastructure are complete and in compliance with the Authority's Requirements and the Contractor's Proposals in all material respects;
- xi) the Prison, and where relevant the Site, is clean and tidy and all debris, surplus material and rubbish has been removed;
- xii) external planting/seeding (other than any of the same which are to be provided as part of the Post Completion Works) is complete and in accordance with the Contractor's Proposals provided always that the fact that the grass has to be planted/seeded at the appropriate time of year should not delay the achievement of this requirement; and
- xiii) the Contractor has provided a draft of Part 1 of the Building Manual excluding those elements of Part 1 of the Building Manual which are duplicated in Part 2 of the Building Manual.
- xiv) each Prison Cell complies with the Cell Certification Requirements set out at Annexure 1 to this Schedule 3 Part 1.

#### **Annexure 1: Cell Certification Requirements**

The Cell Certificate Requirements in respect of each Prison Cell are:

- 1. Numbering, Heating, Lighting and Ventilation
  - 1.1 Each Prison Cell has a unique number placed in a conspicuous position.
  - 1.2 Each Prison Cell is capable of achieving the following temperatures:
    - 1.2.1 19°C for Prison Cells; and
    - 1.2.2 21°C for a Prison Cell which is a Care and Separation Unit or is in the Healthcare Centre.
- Air temperature may be verified by a handheld electronic thermometer.
- 1.3 Each Prison Cell shall contain an artificial lighting system which is capable of providing up to 200 lux at table top level. Light level may be verified by a handheld light meter.
- 1.4 Appropriate levels of artificial light are available in Prison Cells at all time.
- 1.5 Each Prison Cell has sufficient ventilation systems to comply with, as a minimum, the following requirements:
  - 1.5.1 two air changes per hour for Prison Cells with mechanical extraction;

- 1.5.2 six air changes per hour within the toilet compartment of Prison Cells with toilet compartments; and
- 1.5.3 for Prison Cells with natural ventilation:
  - 1.5.3.1 16,000mm<sup>2</sup> of openable area for rapid ventilation, provided in the window; and
  - 1.5.3.2 8,000mm<sup>2</sup> of permanent operable area for background (trickle) ventilation.

The standard of ventilation should be as required by all applicable building regulations.

## 2. **Security**

- 2.1 The internal fabric of each Prison Cell, including the walls, floor, ceiling and doorframe, is secure in all respects.
- 2.2 Each Prison Cell door has a fully operating hinge and closure mechanism and a fully operating locking mechanism.
- 2.3 Each Prison Cell door has a suitable observation panel which provides a clear view of the interior of the Prison Cell.

## 3. **Dimensions of Prison Cell and Prisoner Confinement**

- 3.1 Each Single Prison Cell has a floor area in excess of six point eight square metres (6.8m<sup>2</sup>) or, if a shower area is incorporated within the Prison Cell, a floor area in excess of eight point five square metres (8.5m<sup>2</sup>), such areas to include a toilet compartment or suitable modesty screening around the toilet.
- 3.2 Each Double Prison Cell has a floor area in excess of nine point eight square metres (9.8m<sup>2</sup>) or, if a shower area is incorporated within the Prison Cell, a floor area in excess of eleven square metres (11m<sup>2</sup>), such areas to include a toilet compartment or suitable modesty screening around the toilet.

## 4. **Furniture, Fixtures and Fittings**

- 4.1 Each Prison Cell has:
  - 4.1.1 a single bed for each prisoner or where applicable, bunk beds with mattress;
  - 4.1.2 a cupboard for storage of personal possessions;
  - 4.1.3 a chair and table area (for dining and for personal pursuits);

- 4.1.4 a toilet compartment with a toilet with a flush mechanism and appropriate ventilation;
- 4.1.5 the means to summon assistance where necessary which are capable of providing audible and visual means of alert;
- 4.1.6 a suitable wall surface to enable the display of prisoner material, artwork and printed media;
- 4.1.7 a mirror;
- 4.1.8 a wash basin which is capable of providing hot and cold water with suitable drainage; and
- 4.1.9 electrical sockets for TV, music and electrical equipment.



## **PART 1A: INDEPENDENT ENGINEER'S HOUSEBLOCK DECLARATION REQUIREMENTS**

### **Independent Engineer's Houseblock Declaration Requirements**

"Independent Engineer's Houseblock Declaration Requirements" and the "Independent Engineer's Phased Houseblock Declaration Requirements" shall mean, where applicable:

- i) the relevant Houseblock IEPD Phase (other than the Post Completion Houseblock Works) have been provided in accordance with the Authority's Houseblock Requirements, the Houseblock Construction Proposals and the Houseblock Planning Approval;
- ii) the relevant Houseblock IEPD Phase (other than the Post Completion Houseblock Works) have been designed and constructed in the forms and materials described in the Authority's Houseblock Requirements, the Houseblock Construction Proposals and as approved in the Houseblock Planning Approval;
- iii) the Houseblock has been constructed on the Houseblock Site, together with external hard and soft landscaped areas, and with the recreational facilities (other than any of the same which are to be provided as part of a later Houseblock IEPD Phase or the Post Completion Houseblock Works) as shown in the Authority's Houseblock Requirements, the Houseblock Construction Proposals and as approved in the Houseblock Planning Approval;
- iv) external fencing, gates, walls, security equipment, vehicular and pedestrian access (other than any of the same which are to be provided as part of a later Houseblock IEPD Phase or the Post Completion Houseblock Works) are complete as described in the Authority's Houseblock Requirements and the Houseblock Construction Proposals;
- v) the buildings are weatherproof and watertight, necessary for the relevant Houseblock IEPD Phase;
- vi) the building services, the drainage and the fire protection installations comply with the Authority's Houseblock Requirements and the Houseblock Construction Proposals in all material respects, as may be necessary for the relevant Houseblock IEPD Phase;
- vii) the security systems and related equipment comply with the Authority's Houseblock Requirements and the Houseblock Construction Proposals in all material respects, as may be necessary for the relevant Houseblock IEPD Phase;
- viii) the mechanical and electrical plant and equipment has been tested on site to ascertain compliance with the Authority's Houseblock Requirements and the

Houseblock Construction Proposals and meet the standards set out in the Authority's Houseblock Requirements and the Houseblock Construction Proposals, as may be necessary for the relevant Houseblock IEPD Phase;

- ix) all mechanical and electrical installation work is complete as may be necessary for the relevant Houseblock IEPD Phase and the plant and equipment is safe for use;
- x) all information, communication and technology passive installations and infrastructure are complete and in compliance with the Authority's Houseblock Requirements and the Houseblock Construction Proposals in all material respects, as may be necessary for the relevant Houseblock IEPD Phase;
- xi) the Houseblock Works Site is clean and tidy and all debris, surplus material and rubbish has been removed, as may be necessary for the relevant Houseblock IEPD Phase;
- xii) external planting/seeding (other than any of the same which are to be provided as part of a later phase of the Post Completion Houseblock Works) is complete and in accordance with the Houseblock Construction Proposals provided always that the fact that the grass has to be planted/seeded at the appropriate time of year should not delay the achievement of this requirement; and
- xiii) the Contractor has provided a draft of Part 1 of the Building Manual as updated to apply to the Houseblock Works excluding those elements of Part 1 of the Building Manual which are duplicated in Part 2 of the Building Manual, necessary for the relevant Houseblock IEPD Phase.
- xiv) each Prison Cell within a relevant phase complies with the Cell Certification Requirements set out at Annexure 1 to this Schedule 3 Part 1.

### **Annexure 1: Cell Certification Requirements**

The Cell Certificate Requirements in respect of each Prison Cell are:

- 1. Numbering, Heating, Lighting and Ventilation
  - 1.1 Each Prison Cell has a unique number placed in a conspicuous position.
  - 1.2 Each Prison Cell is capable of achieving the following temperatures:
    - 1.2.1 19°C for Prison Cells; and
    - 1.2.2 21°C for a Prison Cell which is a Care and Separation Unit or is in the Healthcare Centre.

Air temperature may be verified by a handheld electronic thermometer.

- 1.3 Each Prison Cell shall contain an artificial lighting system which is capable of providing up to 200 lux at table top level. Light level may be verified by a handheld light meter.
- 1.4 Appropriate levels of artificial light are available in Prison Cells at all time.
- 1.5 Each Prison Cell has sufficient ventilation systems to comply with, as a minimum, the following requirements:
  - 1.5.1 two air changes per hour for Prison Cells with mechanical extraction;
  - 1.5.2 six air changes per hour within the toilet compartment of Prison Cells with toilet compartments; and
  - 1.5.3 for Prison Cells with natural ventilation:
    - 1.5.3.1 16,000mm<sup>2</sup> of openable area for rapid ventilation, provided in the window; and
    - 1.5.3.2 8,000mm<sup>2</sup> of permanent operable area for background (trickle) ventilation.

The standard of ventilation should be as required by all applicable building regulations.

## 2. **Security**

- 2.1 The internal fabric of each Prison Cell, including the walls, floor, ceiling and doorframe, is secure in all respects.
- 2.2 Each Prison Cell door has a fully operating hinge and closure mechanism and a fully operating locking mechanism.
- 2.3 Each Prison Cell door has a suitable observation panel which provides a clear view of the interior of the Prison Cell.

## 3. **Dimensions of Prison Cell and Prisoner Confinement**

- 3.1 Each Single Prison Cell has a floor area in excess of six point eight square metres (6.8m<sup>2</sup>) or, if a shower area is incorporated within the Prison Cell, a floor area in excess of eight point five square metres (8.5m<sup>2</sup>), such areas to include a toilet compartment or suitable modesty screening around the toilet.
- 3.2 Each Double Prison Cell has a floor area in excess of nine point eight square metres (9.8m<sup>2</sup>) or, if a shower area is incorporated within the Prison Cell, a floor area in excess of eleven square metres (11m<sup>2</sup>), such areas to include a toilet compartment or suitable modesty screening around the toilet.

**4. Furniture, Fixtures and Fittings**

**4.1 Each Prison Cell has:**

- 4.1.1 a single bed for each prisoner or where applicable, bunk beds with mattress;
- 4.1.2 a cupboard for storage of personal possessions;
- 4.1.3 a chair and table area (for dining and for personal pursuits);
- 4.1.4 a toilet compartment with a toilet with a flush mechanism and appropriate ventilation;
- 4.1.5 the means to summon assistance where necessary which are capable of providing audible and visual means of alert;
- 4.1.6 a suitable wall surface to enable the display of prisoner material, artwork and printed media;
- 4.1.7 a mirror;
- 4.1.8 a wash basin which is capable of providing hot and cold water with suitable drainage; and
- 4.1.9 electrical sockets for TV, music and electrical equipment.

## **PART 2: POST COMPLETION WORKS ACCEPTANCE REQUIREMENTS**

### **Post Completion Works Acceptance Requirements**

"Post Completion Works Acceptance Requirements" shall mean, where applicable:

- i) the Prison has been located on the Site, together with external hard and soft play landscaped areas, and with the sports and recreational facilities as shown in the Authority's Requirements and Contractor's Proposals, and as approved in any Planning Approval.
- ii) external fencing, gates, walls, security equipment, vehicular and pedestrian access are complete as described in the Authority's Requirements and the Contractor's Proposals;
- iii) external planting/seeding is complete and in accordance with the Contractor's Proposals provided always that the fact that grass has to be planted/seeded at the appropriate time of year shall not delay the achievement of this requirement; and
- iv) the Site is clean and tidy and all debris and rubbish has been removed.

## **PART 2A POST COMPLETION HOUSEBLOCK WORKS ACCEPTANCE REQUIREMENTS**

### **Post Completion Houseblock Works Acceptance Requirements**

"Post Completion Houseblock Works Acceptance Requirements" shall mean, where applicable:

- i) the Houseblock has been located on the Houseblock Works Site, together with external hard and soft play landscaped areas, and with the recreational facilities and car parking as shown in the Authority's Houseblock Requirements, the Houseblock Construction Proposals and as approved in the Houseblock Planning Approval;
- ii) external fencing, gates, walls, security equipment, vehicular and pedestrian access are complete as described in the Authority's Houseblock Requirements and the Houseblock Construction Proposals;
- iii) external planting/seeding is complete and in accordance with the Houseblock Construction Proposals provided always that the fact that grass has to be planted/seeded at the appropriate time of year shall not delay the achievement of this requirement; and
- iv) the Houseblock Works Site is clean and tidy and all debris and rubbish has been removed.

### **PART 3: OPERATING PROCEDURES TO BE PROVIDED BEFORE ACTUAL OPENING DATE**

<b>Operating Procedure No.</b>	<b>Operating Procedure</b>	<b>To be delivered to the Authority by the Contractor by no later than</b>
3	Contingency planning	Nine (9) Months prior to Actual Opening Date
23	Fire prevention	Nine (9) Months prior to Actual Opening Date
14	Complaints/Grievance procedure	Six (6) Months prior to Actual Opening Date
18	Audit arrangements	Five (5) Months prior to Actual Opening Date
11	Catering arrangements	Five (5) Months prior to Actual Opening Date
16	Cleaning arrangements	Five (5) Months prior to Actual Opening Date
22	Emergency call out system	Five (5) Months prior to Actual Opening Date
6	Incentives and earned privileges scheme	Five (5) Months prior to Actual Opening Date
15	Prison maintenance	Five (5) Months prior to Actual Opening Date
24	Cell call/alarm system (testing and response procedure)	Four (4) Months prior to Actual Opening Date
19	Drug and alcohol strategy	Four (4) Months prior to Actual Opening Date
5	Education, Learning & Skills Arrangements for partnership working	Four (4) Months prior to Actual Opening Date
2	Local Security Strategy (including searching arrangements)	Four (4) Months prior to Actual Opening Date
12	Healthcare arrangements for partnership working	Four (4) Months prior to Actual Opening Date
10	Provision/disclosure information	Four (4) Months prior to Actual Opening Date
4	Reducing re-offending	Four (4) Months prior to Actual Opening Date
13	Suicide and self-harm, provision for Prisoners at risk	Four (4) Months prior to Actual Opening Date
21	Access to justice	Three (3) Months prior to Actual Opening Date
1	Offender Management (including resettlement)	Three (3) Months prior to Actual Opening Date

<b>Operating Procedure No.</b>	<b>Operating Procedure</b>	<b>To be delivered to the Authority by the Contractor by no later than</b>
9	Prisoner induction arrangements	Three (3) Months prior to Actual Opening Date
17	Prisoners' pay and shop	Three (3) Months prior to Actual Opening Date
8	Reception and discharge	Three (3) Months prior to Actual Opening Date
25	Sustainability strategy	Three (3) Months prior to Actual Opening Date
7	Operation of Care and Separation Unit	Two (2) Months prior to Actual Opening Date
20	Prisoner core day, including regime	Two (2) Months prior to Actual Opening Date



**SCHEDULE 0****Part 1: Equipment Register**

Description	FFE Code	Total Items
Dryer ADC 50Lb Gas Dryer	FFE_Accessory_012	2
DRYER: ADC75LB GAS DRYER	FFE_Accessory_013	1
Flag Poles & Flags (Including Basis)	FFE_Accessory_022	2
Food trolley mobile	FFE_Accessory_029	7
IPSO 1800 Gas Ironer	FFE_Accessory_031	1
IPSO HF304 Washer	FFE_Accessory_032	4
Mattress Flame Retardant to Source 7	FFE_Accessory_038	651
Peti Rail	FFE_Accessory_043	3
Opaque film to glazed screen	FFE_Accessory_072	4
SIR Post Box	FFE_Accessory_077	1
Solid soft sceens, floor mounted, 1800 high	FFE_Accessory_080	6
Soft Partition	FFE_Accessory_087	5
Cycle Racking – item	unallocated	1
Trespa bump rails	FFE_Accessory_091	1
Solar Shading	FFE_Blind_003	6
Bench	FFE_Chair_001	4
Bench Plastic 1200	FFE_Chair_002	6
Benching Fixed	FFE_Chair_005	2
Chair Cantilevered Chrome With Arms	FFE_Chair_010	12
Chair Easy (Ref B35- Steel Framed)	FFE_Chair_012	42
Chair	FFE_Chair_015	323
Chair Board Room Cantilevered Chrome With Arms	FFE_Chair_016	32
Chair Stacking	FFE_Chair_019	84
Chairs Marlow	FFE_Chair_022	126
Dining Chair	FFE_Chair_024	8
Examination Couch	FFE_Chair_025	14
Fixed Bench	FFE_Chair_026	7
Heavy Duty Benching	FFE_Chair_032	5
Chair Integra Side Chair	FFE_Chair_033	1011
Kington Stacking Lounge chair	FFE_Chair_035	6
Lounge Two Seater Settee	FFE_Chair_036	3
Meeting/dinningchair Kingston	FFE_Chair_037	12
Restbench	FFE_Chair_045	1
Seating Beam Visitors Classic	FFE_Chair_046	54
Seating Beam Visitors Poly Prop	FFE_Chair_047	60
Shower Bench	FFE_Chair_049	10
Stools	FFE_Chair_051	12
Three Person Seating Unit	FFE_Chair_054	10
Polypropylene One Piece Stool Flint Frame Grey, 660mm High	FFE_Chair_055	16
Water Permeable Stacking Chair	FFE_Chair_056	16
L' Shaped sofa	FFE_Chair_058	2
Fixed Bench (steel)	FFE_Chair_059	4
Benching trespa	FFE_Chair_060	10
Fixed island bench/table	FFE_Chair_061	2
Padded seating with padded upstand	FFE_Chair_062	2
wall mounted, hinged, plastic chair	FFE_Chair_066	1

Shower Bench(integral coat hooks)	FFE_Chair_067	3
Kick stool	FFE_Chair_068	1
Trespa bench	FFE_Chair_069	4
Perimeter Wet Benching LM stainless steel with shelves	FFE_Chair_070	1
Side Chair	FFE_Chair_071	14
Side Chairs (Stackable)	FFE_Chair_072	3
Loose tables and chairs to seat 24 people	FFE_Chair_073	24
Chair (bistro type)	FFE_Chair_074	4
External Grade fixed bench style seating	unallocated	15
Upholstered chair with side arms	FFE_Chair_076	9
Base Cupboard Units	FFE_Cupboard_001	8
Controlled Drugs Cabinet	FFE_Cupboard_002	4
Cupboard (Low 2 Door Lockable)	FFE_Cupboard_003	29
Cupboard Lockable	FFE_Cupboard_006	125
Desk height 3 draw Pedestal	FFE_Cupboard_009	82
Filing Cabinet Four Draw	FFE_Cupboard_013	139
Filing Cabinet Two Draw	FFE_Cupboard_014	5
Lockable Base Cupboard	FFE_Cupboard_015	19
Lockable Storage Beneath Desks	FFE_Cupboard_016	10
Lockers (Coin Operated) - Large Size	FFE_Cupboard_017	7
Lockers (Coin Operated) - Medium Size	FFE_Cupboard_018	12
Lockers (Coin Operated) - Small Draw	FFE_Cupboard_019	20
Plan Chest	FFE_Cupboard_025	2
Staff Lockers	FFE_Cupboard_029	98
Three Draw Mobile Pedestal	FFE_Cupboard_031	39
Two Compartment Lockers	FFE_Cupboard_032	11
Tambour Unit	FFE_Cupboard_034	1
Weather proof storage for equipment and personal goods	FFE_Cupboard_035	1
Wall Mounted Cupboard	FFE_Cupboard_036	16
Filing Cabinet Four Draw - wood finish	FFE_Cupboard_037	1
Cupboard 2 drawer cream colour or veneer	FFE_Cupboard_038	26
Secure Knife cabinet (as Lowdham)	FFE_Cupboard_040	1
Filing Cab 2 Drawer to take suspension files	FFE_Cupboard_041	5
Low level cupboard with drawer units, veneered to match table	FFE_Cupboard_042	4
Lockers (wire mesh)	FFE_Cupboard_043	12
Wall cabinet (2shelf)	FFE_Cupboard_044	3
Cup (base unit)	FFE_Cupboard_045	4
Cupboard under worktop	FFE_Cupboard_046	17
Fitted Servery	FFE_Custom_001	1
Mesh Covers to Main Laundry	FFE_Custom_004	1
Purpose made desking	FFE_Custom_006	1
Purpose Made Counter (Gatehouse Reception)	FFE_Custom_007	1
Healthcare Reception Desk	FFE_Custom_008	1
Purpose Made Reception Counter (inc 6 off clear panels for viewing LCD)	FFE_Custom_009	1
Polycarbonate screen (perforated)	FFE_Custom_010	2
Purpose Made Counter ( Visitors Centre Reception)	FFE_Custom_011	1
Purpose Made Counter (GateHouse Office)	FFE_Custom_012	1
Purpose Made Counter (Evidence Store)	FFE_Custom_013	1
Purpose Made Counter (FM)	FFE_Custom_014	1
Purpose Made Counter (Gatehouse - Staff Base)	FFE_Custom_015	1
Purpose Made Counter (Visits - Staff Base)	FFE_Custom_016	1
Purpose Made Counter (Visits - Hall)	FFE_Custom_017	1

RESTRICTED - COMMERCIAL

Purpose Made Counter (Healthcare)	FFE_Custom_018	4
Purpose Made Counter (Education - Staff workroom)	FFE_Custom_019	14
Purpose Made Counter (Education - IT Room)	FFE_Custom_020	2
Carat Office Workbench	FFE_Custom_021	1
Comms Room Workstation	FFE_Custom_022	1
Houseblock wing desk	FFE_Custom_024	10
Houseblock core desk	FFE_Custom_025	1
Houseblock servery	FFE_Custom_026	6
Trespa worktop, staff office (HB)	FFE_Custom_027	1
Houseblock core desk, control room	FFE_Custom_028	1
Main Kitchen Catering/servery equipment - item; specialist	unallocated	1
Condensing tumble Dryer non vent	FFE_Electrical_010	21
Key Tagging System	FFE_Electrical_023	1
Payphone Hood Visitors	FFE_Electrical_031	1
Rapiscan	FFE_Electrical_036	2
Upgrading Water Heater	FFE_Electrical_049	1
Washing Machine A energy	FFE_Electrical_053	22
Water Dispenser	FFE_Electrical_054	1
Zip Water Boiler	FFE_Electrical_065	10
Dishwasher	FFE_Electrical_066	6
Covector heater	FFE_Electrical_072	1
buzzer to gate house	FFE_Electrical_075	1
Intercom (either side of door - direct to staff base 03/G/022)	FFE_Electrical_076	2
Projector Screen (roll down)	FFE_Electrical_079	1
Command Suite Monitor by Chubb	FFE_Electrical_082	3
Water boiler (Wall Mounted)	FFE_Electrical_084	8
Fixed speaker system	FFE_Electrical_085	2
Display lader fridge	FFE_Electrical_086	1
Washer	FFE_Electrical_098	3
Security Monitor	FFE_Electrical_100	1
Rapidscan Small	FFE_Electrical_102	1
Tool cabinet	FFE_FM-Hort_021	7
TOOL/UTENSIL CABINET INC. SHADOWBOARD	FFE_FM-Hort_023	2
Bed High density laminate	FFE_Furniture_001	31
Bed solid grade laminate	FFE_Furniture_002	6
Bed Solid Grade Laminate	FFE_Furniture_004	615
Bunk Bed Solid Grade Laminate	unallocated	540
Bookcase 2 (72BK - 4 Shelf)	FFE_Furniture_007	1
Changing Room Bench 2000mm Long	FFE_Furniture_008	2
Changing Room Bench 3000mm Long	FFE_Furniture_009	2
Digi Safe Chubb Black Box 1130	FFE_Furniture_014	1
Locker enlarged	FFE_Furniture_016	605
Lockers	FFE_Furniture_020	29
Safe	FFE_Furniture_024	8
Safe Data Cabinets 150 Litre Rosengrens Multi Data D234	FFE_Furniture_025	1
Safe Data cabinets, 150L Rosengrens Multidata D234	FFE_Furniture_026	1
Safe Key Chubb Black Box 3040 (3no) 1 Digilock	FFE_Furniture_028	1
Safe Rosengren P234	FFE_Furniture_030	2
Shadow Board Cabinet size 630H x 860W x 150mm D Glass Doors	FFE_Furniture_031	3
Stainless Steel Worktop Legs Etc	FFE_Furniture_032	1
Acoustic Partition	FFE_Furniture_033	1
Pull down projector screen	FFE_Furniture_036	1

Sofa – vinyl	FFE_Furniture_037	6
Cell Locker Unit	FFE_Furniture_038	36
Coat Hook	FFE_Hook_001	348
Inmate Safety Coat Hook	FFE_Hook_003	3
Coat Hook - Fitted at DDA Height	FFE_Hook_004	2
Convex Mirror	FFE_Mirror_001	1
Mirror	FFE_Mirror_003	59
Mirror Inmate	FFE_Mirror_004	675
Mirror – DDA	FFE_Mirror_007	10
Large mirrors	FFE_Mirror_008	8
Board Notice	FFE_NoticeBrd_001	3
Board Notice (1200 x 900) Perspex Covered	FFE_NoticeBrd_002	249
Board Notice (1200 x 900) Pin Board	FFE_NoticeBrd_003	118
Board Notice (900 x 600) Pin Board	FFE_NoticeBrd_004	5
Board White	FFE_NoticeBrd_006	33
Board White 1800 x 900	FFE_NoticeBrd_007	19
Large White Board (1800x1200)	FFE_NoticeBrd_014	11
Leaflet Holders (Free Standing)	FFE_NoticeBrd_015	3
Display Pinboard (Free Standing)	FFE_NoticeBrd_016	9
Small White Board 1200 x 900	FFE_NoticeBrd_022	53
Leaflet rack	FFE_NoticeBrd_024	1
Baby Changing Unit	FFE_Sanitary_004	6
Belfast sink	FFE_Sanitary_005	1
Belfast Sink with silt trap	FFE_Sanitary_006	3
Cleners Cupboard Sink	FFE_Sanitary_010	13
Cold Water Point	FFE_Sanitary_012	2
Disabled Persons Fittings	FFE_Sanitary_014	19
Disabled Persons Fittings(Non Sanitary)	FFE_Sanitary_015	19
Hot Water Dispenser	FFE_Sanitary_020	2
Laboratory Tundish & Tap	FFE_Sanitary_021	1
Sink Unit	FFE_Sanitary_027	7
Sink Unit Tea Station	FFE_Sanitary_028	19
Belfast Sink with Clay Trap	FFE_Sanitary_029	1
Shower Screen	FFE_Sanitary_034	2
Toiletries Shelf	FFE_Sanitary_035	2
Water Cooler (with drainage)	FFE_Sanitary_037	1
Trespa privacy panels	FFE_Sanitary_039	6
Slop hopper	FFE_Sanitary_042	2
Macerator	FFE_Sanitary_043	2
Removable grab rails to bed, wc, toilet, whb	FFE_Sanitary_044	6
Pottery Sink Including Clay Trap	FFE_Sanitary_046	2
Trough sink	FFE_Sanitary_047	13
Catering Sink- double drainer	FFE_Sanitary_048	1
B.O.S.S. chair	FFE_Security_001	1
Safe - Letter Box	FFE_Security_018	1
Key Blister (100 keys)	FFE_Security_019	1
Key Blister (60 keys)	FFE_Security_020	1
Key blister (20 keys)	FFE_Security_021	1
Key blister	FFE_Security_022	9
Vis/fing reader	FFE_Security_024	1
Small safe	FFE_Security_025	1
Contractors Safe	FFE_Security_026	1

Drying Racks	FFE_Shelving_008	3
General Racking	FFE_Shelving_009	5
Metal Racking Units 2M H x 1800W	FFE_Shelving_010	21
Pidgeon Hole Racking Unit	FFE_Shelving_012	4
Racking	FFE_Shelving_013	118
Rolled Front Shelving Unit 5 Shelves	FFE_Shelving_014	8
Shelving	FFE_Shelving_015	105
Single Shelf with Stop Ends	FFE_Shelving_016	6
Racking (tote box)	FFE_Shelving_018	1
Rolling Racking	FFE_Shelving_019	2
Toiletries corner shelf in shower	FFE_Shelving_020	15
Plan Racking	FFE_Shelving_021	1
Basket Ball Equipment	FFE_Sports_013	1
Basket Ball Practice	FFE_Sports_014	2
Nets Dividing	FFE_Sports_039	1
Pool Table	FFE_Sports_048	21
Standing Mat	FFE_Sports_057	11
Circular Table 1200 dia	FFE_Table_001	1
Desk Unit	FFE_Table_005	95
Dining Table 1150Dia Rendezvous	FFE_Table_007	5
Four Person Seating Unit	FFE_Table_009	193
Heavy Duty Table 1600 x 800	FFE_Table_010	1
Reception Desk	FFE_Table_014	1
Table	FFE_Table_019	11
Table (1500*800)	FFE_Table_020	4
Table 1150mm Dia	FFE_Table_021	2
Table Board (7700 x 3700)	FFE_Table_025	1
Coffee Table	FFE_Table_026	19
Table Dining (1500 x 750)	FFE_Table_027	1
Table 1500 x 750	FFE_Table_028	8
Table Educational (700 x 500) Desk	FFE_Table_029	4
Table 730 x 730	FFE_Table_030	236
Teacher Table/workbench 1500 x 750	FFE_Table_032	2
Two Person Fixed Table	FFE_Table_033	1
Worktop with Cupboards Under	FFE_Table_034	12
Worktop	FFE_Table_036	12
Worktop (Including Jointing Strips, Legs etc )	FFE_Table_037	21
Low level tresspa island table	FFE_Table_040	1
L' shaped work station	FFE_Table_041	50
Table 1800	FFE_Table_042	2
Side Table	FFE_Table_043	1
Table Bistro	FFE_Table_044	4
Cell Desk Unit	FFE_Table_045	640
Dentist Worktop with sink units and low cupboards included	FFE_Table_046	1
Dental X-Ray Worktop	FFE_Table_047	1
Half moon table 1200mm diameter	FFE_Table_048	4
Table (600x600)	FFE_Table_049	4
750x900 Table	FFE_Table_050	23
4 place fixed seating	FFE_Table_051	31
3 place fixed seating	FFE_Table_052	1
5 place fixed seating	FFE_Table_053	2
1 place fixed seating	FFE_Table_054	1

## RESTRICTED - COMMERCIAL

Table Coffee Round (600x600)	FFE_Table_055	6
Table 800x800	FFE_Table_056	1
3M High Step Ladder	FFE_Accessory_001	1
Back Pack	FFE_Accessory_002	2
Batons P24 With Clasp	FFE_Accessory_003	43
Books etc Item	FFE_Accessory_004	1
Books, Item	FFE_Accessory_005	1
C & R Boots	FFE_Accessory_006	43
CANS: PETROL & OIL	FFE_Accessory_007	3
Childrens Toys	FFE_Accessory_008	2
Closeting Chains	FFE_Accessory_009	2
Diagnostic Kit	FFE_Accessory_010	11
Door Ramp	FFE_Accessory_011	1
Duvet	FFE_Accessory_014	651
Duvet Cover	FFE_Accessory_015	2558
Emergency Floodlighting, Stands & Chargers	FFE_Accessory_019	6
Escort Bags	FFE_Accessory_020	21
Fire Extinguisher	FFE_Accessory_021	26
Flat Sheet	FFE_Accessory_023	2565
Glove Dispenser	FFE_Accessory_025	16
HAND CARTS 4 WHEELED	FFE_Accessory_026	8
Iron	FFE_Accessory_034	2
Kubation	FFE_Accessory_035	4
Mattress Cover	FFE_Accessory_037	2558
Medicine Balls	FFE_Accessory_041	5
Overalls Fire Resistant	FFE_Accessory_042	43
PHS Container	FFE_Accessory_044	3
Pillow	FFE_Accessory_045	650
Pillow Case	FFE_Accessory_046	2558
Plates 10 X 10KG	FFE_Accessory_047	10
Plates 10 X 15KG	FFE_Accessory_048	10
Plates 10 X 25KG	FFE_Accessory_049	10
Plates 20 X 20KG	FFE_Accessory_050	10
Play Area Internal	FFE_Accessory_052	1
Religious Equipment	FFE_Accessory_055	2
Screens	FFE_Accessory_056	6
Shields Riot Long	FFE_Accessory_057	25
Shields Riot Short	FFE_Accessory_058	34
Sundry Cleaners Equipment	FFE_Accessory_059	28
Towels Bath	FFE_Accessory_060	2495
Trolley Jack	FFE_Accessory_061	1
TROWEL: HAND	FFE_Accessory_063	20
Victor 450 General Purpose Buffer	FFE_Accessory_064	27
Washing Up Bowl	FFE_Accessory_068	6
Hydraulic hand truck	FFE_Accessory_069	1
Trolleys	FFE_Accessory_070	12
Peg board	FFE_Accessory_071	1
Torch battery charger	FFE_Accessory_073	2
Torch	FFE_Accessory_074	2
Vehicle inspection trolleys	FFE_Accessory_075	2
Heartbeat Monitor	FFE_Accessory_076	1
Post Trolleys	FFE_Accessory_078	2

Scales	FFE_Accessory_079	1
Ironing board	FFE_Accessory_081	4
Hose	FFE_Accessory_083	1
Brush (long handled)	FFE_Accessory_084	1
Tray rack	FFE_Accessory_085	1
Trolleys (large)	FFE_Accessory_089	12
Trolleys (small)	FFE_Accessory_090	12
Bins	FFE_Bin_001	9
Metal Foot Operated Domestic Waste Bin	FFE_Bin_002	13
Sanitary Waste Bin	FFE_Bin_003	14
Storage Bins	FFE_Bin_005	6
Waste Bin	FFE_Bin_006	897
Waste Bin Flip Top	FFE_Bin_008	2
Waste Bin Large	FFE_Bin_009	1
Waste Bin Metal	FFE_Bin_010	1
Waste Bin Office	FFE_Bin_011	17
Waste Bin Swing Top	FFE_Bin_012	41
Waste Bin Clinical – Nappy	FFE_Bin_013	4
Waste Bin Clinical – Sanitary	FFE_Bin_014	41
Holder -sack -foot operated-free standing	FFE_Bin_015	4
Blinds	FFE_Blind_001	35
Blinds (Black Out)	FFE_Blind_002	14
Window Blind	FFE_Blind_004	121
Flat / Incline Bench	FFE_Chair_029	2
Flat Bench	FFE_Chair_030	2
Push Chairs	FFE_Chair_044	6
Contractors tool chest	FFE_Cupboard_039	1
Curtain Rail Anti Ligature	FFE_Curtain_001	598
Curtain Shower	FFE_Curtain_002	12
Curtains	FFE_Curtain_003	623
Mobile Privacy Screens Incl Curtains	FFE_Curtain_004	12
Privacy curtain	FFE_Curtain_005	12
Dis. Cell Curtain Rail Anti Ligature	FFE_Curtain_009	16
Book Loan control	FFE_Electrical_002	1
Camcorder including Tripods	FFE_Electrical_003	4
Clock	FFE_Electrical_006	9
Coffee Maker	FFE_Electrical_007	1
Computer monitor 17" flat screen	FFE_Electrical_008	7
Computer Workstation PC	FFE_Electrical_009	186
Detection Hand Held	FFE_Electrical_012	7
Detection Portal	FFE_Electrical_013	1
Examination Lamp	FFE_Electrical_014	12
Fax	FFE_Electrical_015	1
FITEC System	FFE_Electrical_016	1
Flouroscope	FFE_Electrical_017	1
Fridge Under Counter	FFE_Electrical_020	14
Gluing Unit (Low Temperature Glue Gun)	FFE_Electrical_021	1
Kettle	FFE_Electrical_022	1
Metal Detector Portal	FFE_Electrical_025	7
Microwave	FFE_Electrical_026	10
Mini Electric Kettle 2 cup	FFE_Electrical_027	651
Mini Mag Torch	FFE_Electrical_028	24

## RESTRICTED - COMMERCIAL

OHP Screen 60X60	FFE_Electrical_029	1
Phone Booth Unit	FFE_Electrical_032	5
Printer	FFE_Electrical_035	32
Shredder	FFE_Electrical_038	8
Biometric Photo System (Fingerprint, Camera, Monitor)	FFE_Electrical_039	1
T.V.	FFE_Electrical_040	623
Telephone	FFE_Electrical_041	131
Telephone PABX	FFE_Electrical_043	2
Television and Housing	FFE_Electrical_044	2
Trolley Computer	FFE_Electrical_046	1
TV (Flat Screen) Wall Bracket	FFE_Electrical_047	20
Vending machine	FFE_Electrical_050	2
Wall mounted TV/DVD player	FFE_Electrical_052	19
ATM Machine	FFE_Electrical_055	16
Induction loop - Desk Mounted	FFE_Electrical_056	4
HI-FI: Portable	FFE_Electrical_057	3
Computer Workstation Computer Workstation PC	FFE_Electrical_058	1
Vending machine (confectionery)	FFE_Electrical_059	1
Vending machine (beverages)	FFE_Electrical_060	2
Security camera	FFE_Electrical_061	9
Toaster	FFE_Electrical_067	3
Laptop	FFE_Electrical_068	19
Photo copier	FFE_Electrical_070	1
Telephone (wall mounted)	FFE_Electrical_071	1
Tel Ext Leads	FFE_Electrical_073	6
Vis/finger reader monitor	FFE_Electrical_074	4
LCD 37" TV	FFE_Electrical_077	2
Water Cooler	FFE_Electrical_080	10
Fax/printer	FFE_Electrical_081	2
Camera	FFE_Electrical_083	3
50" LCD TV	FFE_Electrical_087	7
Combi, printer, copier, scanner	FFE_Electrical_088	3
Bar code scanner	FFE_Electrical_089	1
Audio system	FFE_Electrical_090	1
Cable Crossover	FFE_Electrical_091	1
TV combi (on trolley)	FFE_Electrical_093	1
Drinks dispenser (hot/cold)	FFE_Electrical_094	2
Cisco 3560 Switch 24 Port Fibre Module(48 Port	FFE_Electrical_095	1
37" flat screen on mobile tripod	FFE_Electrical_096	5
Telephone conference	FFE_Electrical_101	1
Rapidscan Smallest	FFE_Electrical_103	1
BROOMS, YARD BRUSHES	FFE_FM-Hort_001	12
Buckets	FFE_FM-Hort_002	4
Deenside Heavy Duty Belts	FFE_FM-Hort_003	4
FORK: GARDEN	FFE_FM-Hort_004	20
FORK: HAND	FFE_FM-Hort_005	20
GLOVES: HORTICULTURE	FFE_FM-Hort_006	40
HOE	FFE_FM-Hort_007	20
HOE: DUTCH	FFE_FM-Hort_008	20
MOWER: HAND	FFE_FM-Hort_009	2
MOWER: PED CYLINDER PETROL	FFE_FM-Hort_010	4
MOWER: PED ROTARY PETROL	FFE_FM-Hort_011	4



RAKE: GRASS	FFE_FM-Hort_012	20
SHEARS: GRASS (4 NO. LONG HANDLED 2 NO.)	FFE_FM-Hort_013	4
Shin Guards	FFE_FM-Hort_014	73
SHOVELS	FFE_FM-Hort_015	15
Sledgehammers	FFE_FM-Hort_016	2
SPADE: GARDEN	FFE_FM-Hort_017	20
SPADE:EDGING	FFE_FM-Hort_018	4
Staves	FFE_FM-Hort_019	2
STRIMMER: PETROL	FFE_FM-Hort_020	4
WATERING CANS	FFE_FM-Hort_027	8
WHEELBARROWS	FFE_FM-Hort_028	8
Vice	FFE_FM-Hort_029	1
Planter	FFE_FM-Hort_030	5
Coat Stand	FFE_Furniture_011	4
Data Projector	FFE_Furniture_012	7
Data Projector Housing	FFE_Furniture_013	4
Property Boxes	FFE_Furniture_023	450
Low level soft wall protection	FFE_Furniture_034	3
Shoe Store	FFE_Furniture_035	2
Inmate Mirror Non Glass Full Height 2000mm	FFE_Mirror_002	6
Mirror Inspection Light	FFE_Mirror_005	2
Flip Chart	FFE_NoticeBrd_012	3
Roll board	FFE_NoticeBrd_023	1
Baby Carriers	FFE_Sanitary_003	1
BIBS	FFE_Sanitary_007	40
Dirty Linen Holder	FFE_Sanitary_013	5
Dragon Lights and Charger	FFE_Sanitary_016	6
Drug Detection Equipment	FFE_Sanitary_017	1
Hand Towel Dispenser	FFE_Sanitary_019	13
Laundry Baskets	FFE_Sanitary_022	46
Laundry Linen Trolley	FFE_Sanitary_024	6
Lavatory Brush	FFE_Sanitary_025	65
Paper Towel Dispenser	FFE_Sanitary_026	119
Soap Dispensor	FFE_Sanitary_030	141
Toilet Brush & Holder	FFE_Sanitary_031	40
Toilet Roll Holder	FFE_Sanitary_032	106
Sanitary dispenser	FFE_Sanitary_033	34
Cleaners trolley	FFE_Sanitary_040	2
Bolt Croppers	FFE_Security_002	2
Door Jack (Anti Barricade)	FFE_Security_003	1
Gloves Riot Incl Liners	FFE_Security_004	83
Handcuff Arrest & Keys (Detainer 1K70)	FFE_Security_005	14
Handcuff Escort & Keys (1K52)	FFE_Security_006	27
Handcuff Insert Size 1	FFE_Security_007	26
Handcuff Insert Size 2	FFE_Security_008	26
Handcuff Insert Size 3	FFE_Security_009	26
Handcuffs Disposable	FFE_Security_010	100
Helmet Riot (Incl Liners & Keys)	FFE_Security_011	73
Lock Breaker	FFE_Security_012	1
Loudhailers	FFE_Security_014	3
Night Sights	FFE_Security_015	1
Training Guns	FFE_Security_016	6

Training Knives	FFE_Security_017	12
Agility Mats Long	FFE_Sports_002	2
Ankle Wrist Weights (3 Pairs)	FFE_Sports_004	1
Balls Basket Match	FFE_Sports_005	2
Balls Basket Practice	FFE_Sports_006	15
Balls Cricket	FFE_Sports_007	12
Balls Football Five-A-Side	FFE_Sports_008	2
Balls Football Match	FFE_Sports_009	3
Balls Football Practice	FFE_Sports_010	15
Balls Volley Match	FFE_Sports_011	2
Balls Volley Practice	FFE_Sports_012	15
Bats Cricket	FFE_Sports_015	4
Bleep Test/ Abnormal Bleep Test Tape	FFE_Sports_016	1
Chest Press	FFE_Sports_017	1
Circuit Cards	FFE_Sports_018	10
Concept Rower 2	FFE_Sports_019	2
Cricket Matting Indoor	FFE_Sports_020	1
Dumbbells (24) and Rack	FFE_Sports_021	1
Gloves Batting	FFE_Sports_022	4
Gloves Keepers	FFE_Sports_023	2
Goals / Nets 5-A-Side Small	FFE_Sports_024	2
Goals / Nets Indoor	FFE_Sports_025	1
Grip Testing Meters	FFE_Sports_026	2
Johnson C7000 Upright Cycle	FFE_Sports_027	3
Johnson E7000 Total Body Elliptical Trainer	FFE_Sports_028	3
Johnson R7000 Recumbent Cycle	FFE_Sports_029	2
Johnson T8000 Impact Trampoline	FFE_Sports_030	3
Johnson W7000 Professional Air Rower	FFE_Sports_031	5
Kit Bags	FFE_Sports_032	50
Kit Football	FFE_Sports_033	2
Leather Belt - Webbing Type	FFE_Sports_034	43
Leg Extension	FFE_Sports_035	1
Leg Curl	FFE_Sports_036	1
Leg Press Recumbent	FFE_Sports_037	1
Mat Crash	FFE_Sports_038	1
Nets/Posts Badminton	FFE_Sports_040	4
Nets/Posts/UMP Volley	FFE_Sports_041	1
Olympic Bars 50mm	FFE_Sports_042	3
Olympic Disc Tree	FFE_Sports_043	1
Olympic E-Z Curl Bars	FFE_Sports_044	2
Olympic Tricep Bars	FFE_Sports_045	2
Pads Cricket	FFE_Sports_046	5
Peck Dek	FFE_Sports_047	1
Rackets Badminton	FFE_Sports_049	16
Shin Pads	FFE_Sports_051	30
Short Tennis Coaching Set	FFE_Sports_052	2
Shoulder Press	FFE_Sports_053	1
Shuttlecocks	FFE_Sports_054	60
Skipping Rope	FFE_Sports_055	5
Sports Start 6150 Treadmill	FFE_Sports_056	1
Station Dip Chin Sit	FFE_Sports_058	1
Station Lat Pull down	FFE_Sports_059	1

## RESTRICTED - COMMERCIAL

Station Low Pulley	FFE_Sports_060	1
Steps Aerobic	FFE_Sports_061	16
Stop Watches	FFE_Sports_062	6
Table Tennis Balls 72 Ball Pack	FFE_Sports_063	16
Table Tennis Bats	FFE_Sports_064	70
Training Mats (Crash 2M x 1M)	FFE_Sports_065	2
Training Mats (Crash 3.6M x 1.2M)	FFE_Sports_066	40
Training Mats (Crash 3M x 1.5M)	FFE_Sports_067	1
Trolley agility Mats	FFE_Sports_068	1
Weighing scales	FFE_Sports_069	2
Weight Room Black Matting	FFE_Sports_070	1
Weights Training Belt	FFE_Sports_071	10
Whistle	FFE_Sports_072	6
Wickets Cricket	FFE_Sports_073	2
Gym Equipment	FFE_Sports_074	3
TABLE: POTTING	FFE_Table_031	6

**Part 2: Houseblock Equipment Register****FF&E****By building; supply and fix by construction subcontractor****HOUSEBLOCK**

<b>Description</b>	<b>Count</b>
Signs (Statutory)	item
Mattress Flame Retardant to Source 7	328
Mattress - Disable Cell	4
Chair Moulded Plastic	378
Fixed Bench	2
Chair Office	20
3 x Undercounter Base Units	2
Cupboards – Bespoke	2
3 x Double Base Cupboard Units	2
3 x Double Wall Cupboard Units	2
Filing Cabinet Four Drawer	12
Controlled Drugs Cabinet	2
Trespa/Corian Worktop	2
Counter Top with Trespa splashback	4
Bespoke Worktop	2
Bespoke Worktop	2
Bespoke Worktop	2
PC - CPU, Screen, Mouse, Keyboard	18
Zip Boiler	4
Domestic Washing Machine A Energy	3
Domestic Condensing Tumble Dryer non vent	5
Domestic Dishwasher	2
Trespa Wardrobe	100
Trespa Wardrobe – large	116
Trespa Cell Bed	328
Shadow Board Cabinet	4
Trespa Cell Bed – Disabled	4
Coat Hook	72
Prisoner Mirror	216
Board White (1200x900)	20
Board Notice Perspex Covered (1200x900)	43
Armoured Pin Board (1200x900)	5
Kitchen Sink	4
Birch Cleaners Sink	6
Laundry Basket	16
Part M Shower Suite	4
Part M WC Suite	2
Water Cooler (Bottle-fed, no drainage)	8

Pool Table, with Cues, Balls etc	4
Trespa Cell Desk – Single	96
Trespa Cell Desk – Double	116
Trespa table top with moulded plastic seats on steel legs fixed	84
Table : 600w x 1200l x 700h – Trespa	26
Trespa Cell Desk – Disabled	4
4 Pan dry well bain marie	8
Stainless steel table - 600 * 1200	8
Wall Mounted Flykiller	4
Service Station – Bespoke	4
Mechline Pre-rinse Spray Unit	4
Waste Disposal Unit	4
Dishwasher	4
Prep Station – Bespoke	4
Six slot toaster	4
Heated transport trolley - three compartment	4
Heated transport trolley - two compartment	4

**INDUSTRIES**

<b>Description</b>	<b>Count</b>
Office Chair	7
Chair Visitor	4
Integra Side Chair	10
Undercounter Base Units	6
Pedestal	6
Counter Top With Trespa Splashback	1
Zip Boiler	4
Industrial Washing Machine	3
Domestic Dishwasher	4
Industrial Dryer	3
Coat Hook	18
Stainless Steel Sink & Drainer	4
Prisoner Mirror	2
Board White (1200x900)	9
Board Notice Pespex Covered (1200x900)	3
Birch Cleaners & Laboratory Sink	5
Part M WC Suite	4
Water Cooler (Bottle-fed, no drainage)	4
General Racking	5
Desk Workstation (800x1600)	7
Table Educational	10
Worktop (Including jointing strips, legs, etc)	4

**KITCHEN**

<b>Description</b>	<b>Count</b>
Rational 40 Grid combi-oven	1

Garland Frymaster 4 bank fryer with baskets	1
Rational 20 Grid combi-oven	1
Robot Coupe R652 VV Veg Prep	2
Meat Slicer	1
Rubbermaid Trolley	6
Stainless Steel Bench 900mm	1
Stainless Steel Bench 1200mm	1
General Racking	4

**By building; operator supplied, subcontractor fixed**

Building	Item	No
<b>GENERAL</b>	SIGNS (NON STATUTORY)	item
	SHELVING (VARIOUS)	1
	C&R CABINETS (FOR C&R STAIRS)	2
	FELTBOARDS	3
	WHITEBOARDS	6
	TV WALL MOUNTED	2
<b>HOUSEBLOCK</b>	CELL CURTAINS	216
	CELL IT BOXES	216
	CELL WASTE BINS	216
	IN-CELL SAFES FOR IN-POSSESSION MEDS	332
	SHOWER CURTAINS	216
	BATTERY POWERED CLOCKS	10
	COMPLAINTS/IMB/ DIRF BOXES	30
	DEFIB	1
	EVAC CHAIR	2
	FIRE BLANKETS	4
	FIRE EXTINGUISHERS (VARIOUS)	1
	FIRST AID KITS / BAGS	8
	NOTICE BOARDS (VARIOUS)	12
	PEGGING POINTS (VARIOUS AREAS)	1
	PRISONERS ID CARD RACK	4
	SMOKE HOODS	12
	WALL SAFES	4
	WASTE & RECYCLE BINS	12
	TOOL BOXES (Snap On)	8
	ATM Units	4
	Wing Phones & Hoods	8
<b>INDUSTRIES</b>		
	LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
	DRY FOOD SEALING MACHINE	3

LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
BATTERY POWERED CLOCKS	10
DEFIB	1
EVAC CHAIR	1
FIRST AID KITS	4
NOTICE BOARDS (VARIOUS)	12
PRISONERS ID CARD RACK	10
WALL SAFES	4
HEAT SEALING MACHINE	2
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
HEAT SEAL MACHINE	2
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1
LOCKABLE TOOL CABINET WITH SHADOW BOARD	1

### **ICT Equipment**

PC - CPU, Screen, Mouse, Keyboard	18
FAX/PRINTER	2
PHOTOCOPIERS (LEASED)	2
GBIC's	2
Staff Phone System Expansion	1
Disk Storage Array	1
Fibre Patch Lead	2
CAT5 Patch Cables	25
SolarWinds Node License	1
Server	1
Prisoner Phone System Expansion	1
Workstations Inc Software	3
Switch 24 Port PoE	2
GBIC's	2
Fibre Patch Lead	2
Staff Phone Handsets	26
CAT5 Patch Cable Black (Staff Phones)	26
Wing Phones	8
In-Cell Terminals (Inc Software, Housing, Etc)	216
Monitor / TV's	216
RITS Smart Cards	324
Workstations Inc Software	25
Printers [Medium MFD]	3
UPS	1
In-Cell Switch Infrastructure (216 Cells)	1

In-Cells Phones	216
Wing Kiosks	4
24 port Gigabit Smart Managed Switch	1
1000BaseLX SFP Module	2
Fibre Patch Lead	2
Classroom Terminals	24
24 port Gigabit Smart Managed Switch	2
1000BaseLX SFP Module	2
Fibre Patch Lead	2
Virtual Campus Licenses	0
Tutor Workstation	5
Interactive Whiteboard	5
Key Vend Cabinet	1
Switch 24 Port PoE	2
GBIC's	2
Fibre Patch Lead	2
Staff Phone Handsets	7
CAT5 Patch Cable Black (Staff Phones)	7
Printers [Medium MFD]	2
Workstations inc Software	11
UPS	1
Fingerprint Readers (Bio Move)	0
24 port Gigabit Smart Managed Switch	1
1000BaseLX SFP Module	2
Fibre Patch Lead	2
Tutor Workstation	1
Interactive Whiteboard	1
Industry Terminals	4
Industry Printers [Small MFD (Canon 1021i)]	4
Classroom Printers [Medium MFD]	1
Switch 24 Port PoE	1
Key Vend Cabinet	1
Staff Phone Handsets	4
Workstations inc Software	4



## SCHEDULE 0

### Payment Mechanism

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]





































































































































## **SCHEDULE 0**

### **Contract Delivery Indicators<sup>4</sup>**

#### **1. PART 1: DEFINITIONS**

1. For the purpose of this **Schedule 6 (Contract Delivery Indicators)**, unless the context otherwise requires:

<b>"Annual Bedding-In Period"</b>	means the Initial Bedding-In Period plus the period from the expiry of the Initial Bedding-In Period until the last Day of the Contract Year in which the Initial Bedding-In Period expires;
<b>"Annual Contract Delivery Indicator"</b>	means an event or occurrence listed in rows 2, 11, 20, 31, 34 and 36 and denoted as 'Annually' in the column headed 'Application' in the table in <b>paragraph 6 (Contract Delivery Indicators, Custodial Service Failures and Performance Points)</b> ;
<b>"Annual Houseblock Bedding-In Period"</b>	means the New Houseblock Bedding-In Period plus the period from the expiry of the New Houseblock Bedding-In Period until the last Day of the Contract Year in which the New Houseblock Bedding-In Period expires;
<b>"Contract Delivery Indicator"</b>	means an Annual Contract Delivery Indicator and/or a Quarterly Contract Delivery Indicator (as the case may be);
<b>"Home Detention Curfew"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"Initial Bedding-In Period"</b>	means a period of six (6) Months commencing on the Actual Opening Date;
<b>"Interventions and Substance Misuse Group"</b>	means the group established by the Authority to manage interventions and substance misuse programmes;

<b>"Key Performance Targets Calculation Guidance"</b>	means the document entitled "Key Performance Targets And Additional Measures - Sources And Calculations Guidance Notes" as published by the Authority;
<b>"Local Security Strategy"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"National Security Framework"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"New Houseblock Bedding-In Period"</b>	means a period of six (6) Months commencing on the Actual Houseblock Full Operation Date;
<b>"OASys"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"Phase II of Offender Management"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"Phase III of Offender Management"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"PSO"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"Purposeful Activity"</b>	has the meaning given to it in the Custodial Service Specification;
<b>"QCA"</b>	means the Qualifications and Curriculum Authority or any successor organisation;
<b>"Quarterly Bedding-In Period"</b>	means the Initial Bedding-In Period plus the period from the expiry of the Initial Bedding-In Period until the last Day of the Performance Quarter in which the Initial Bedding Period expires;
<b>"Quarterly Contract Delivery Indicator"</b>	means an event or occurrence listed in rows 1, 3-10 (inclusive), 12-19 (inclusive), 22-33 (inclusive), 35 and 37-38 (inclusive) and denoted as 'Quarterly' in the column headed 'Application' in the table in paragraph 6 of this paragraph 6

(Contract Delivery Indicators, Custodial Service Failures and Performance Points);

**"Quarterly Houseblock Bedding-In Period"**

means the New Houseblock Bedding-In Period plus the period from the expiry of the New Houseblock Bedding-In Period until the last Day of the Performance Quarter in which the New Houseblock Bedding-In Period expires;

**"Release on Temporary Licence"**

has the meaning given to it in the Custodial Service Specification;

**"RIDDOR"**

means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 or any replacement regulations;

**"Settled Accommodation"**

means either permanent independent housing, an approved premises or supported housing; and

**"Tornado Unit"**

has the meaning given to it in the Custodial Service Specification.

## **Part 2: Operation of the custodial service failure system**

### **1. Authority's Right to make Deductions**

Other than in respect of Escapes, in respect of which paragraph 11 of **Schedule 5 (Payment Mechanism)** shall apply, the Authority shall be entitled to make deductions for the occurrence of Custodial Service Failures in accordance with this **Schedule 6 (Contract Delivery Indicators)** and paragraph 5 of **Schedule 5 (Payment Mechanism)**.

### **2. Calculation of Performance Points**

- 2.1 The Authority shall calculate the occurrence of Performance Points for Contract Delivery Indicators listed in rows 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 and 31 in the table in **paragraph 6 (Contract Delivery Indicators, Custodial Service Failures and Performance Points)** pursuant to the Key Performance Targets Calculation Guidance.
- 2.2 On each single occurrence of any Custodial Service Failure, the relevant number of Performance Points applicable to that particular Custodial Service Failure in the table set out in **paragraph 6 (Contract Delivery Indicators, Custodial Service Failures and Performance Points)**, shall accrue.
- 2.3 Where an incident is such that it can be classified as an occurrence of more than one (1) Custodial Service Failure then the Authority shall only be entitled to apply Performance Points in respect of that incident by reference to one (1) such Custodial Service Failure and not to each such Custodial Service Failure, but shall be entitled to apply Performance Points by reference to the Custodial Service Failure which attracts the greatest number of Performance Points.
- 2.4 No Performance Points shall accrue if, and to the extent that, it has been demonstrated to the reasonable satisfaction of the Authority that the incident which gave rise to a Custodial Service Failure is a direct result of the negligent act or omission of the Authority.
- 2.5 To determine the score for each Quarterly Contract Delivery Indicator for each Performance Quarter, the number of times each Quarterly Contract Delivery Indicator has occurred in such Performance Quarter shall be multiplied by the relevant number of Performance Points for such Quarterly Contract Delivery Indicator. The Performance Points for each Quarterly Contract Delivery Indicator shall then be totalled to give the total Performance Points for that Performance Quarter.



- 2.6 To determine the score for each Annual Contract Delivery Indicator for each Contract Year, the number of times each Annual Contract Delivery Indicator has occurred in such Contract Year shall be multiplied by the relevant number of Performance Points for such Annual Contract Delivery Indicator. The Performance Points for each Annual Contract Delivery Indicator shall then be totalled to give the total Performance Points for that Contract Year.

3. **Contract Delivery Indicators Review**

- 3.1 The Contract Delivery Indicators and Performance Points shall be reviewed by the Authority and the Contractor prior to the commencement of the first Contract Year.
- 3.2 The Contract Delivery Indicators and Performance Points shall be reviewed by the Authority and the Contractor prior to the end of the first Contract Year and following the end of the first Contract Year at any time if requested by either party, but in any event shall be reviewed at least once in every Contract Year except during the final Contract Year.
- 3.3 The Authority and the Contractor shall act reasonably in carrying out the reviews referred to in **paragraphs 3.1 (Contract Delivery Indicators Review) and 3.2 (Contract Delivery Indicators Review)**.
- 3.4 The Authority and the Contractor may in respect of each matter the subject of a review pursuant to **paragraphs 3.1 (Contract Delivery Indicators Review) and 3.2 (Contract Delivery Indicators Review)** either:
- 3.4.1 agree that the status of the relevant matter shall continue to apply unchanged in the Contract Year immediately following the review; or
- 3.4.2 agree adjustments to the relevant matter to take effect in the Contract Year immediately following the review.
- 3.5 The parties intend that any changes made as a result of the reviews referred to in **paragraphs 3.1 (Contract Delivery Indicators Review) and 3.2 (Contract Delivery Indicators Review)** shall not alter the overall risk profile of the relevant Custodial Service or the likely magnitude of adjustments made pursuant to paragraph 5 of **Schedule 5 (Payment Mechanism)**. Where proposed adjustments would result in any such alteration, the matter shall be deemed to be a Change and **Schedule 9 (Change Protocol)** shall apply.

4. **Bedding-In Periods**

#### 4.1 **Quarterly Bedding-In Period**

In respect of each Quarterly Contract Delivery Indicator there shall be a Quarterly Bedding-In Period and the following provisions shall apply during such period:

4.1.1 from the Actual Opening Date until the expiry of the Quarterly Bedding-In Period the Contractor shall, within ten (10) Business Days after the end of each Month, submit a report to the Authority containing:

4.1.1.1 in respect of the Month just ended, a summary of the performance of the Custodial Service, together with a description of any Custodial Service Failures which relate to any Quarterly Contract Delivery Indicators in that Month;

4.1.1.2 in respect of the last Month in each Performance Quarter, a summary of the performance of the Custodial Service together with a description of any Custodial Service Failures which relate to any Quarterly Contract Delivery Indicators in that Performance Quarter;

4.1.2 no Quarterly Performance Points shall accrue; and

4.1.3 no adjustment shall be made to any invoices in respect of any applicable Performance Point Deductions pursuant to paragraph 5.4 of **Schedule 5 (Payment Mechanism)**.

#### 4.1A **Quarterly Bedding-In Period in respect of the Houseblock**

From the Actual Houseblock Full Operation Date, in respect of each Quarterly Contract Delivery Indicator there shall be a Quarterly Houseblock Bedding-In Period and the following provisions shall apply during such period:

4.1A.1 from the Actual Houseblock Full Operation Date until the expiry of the Quarterly Houseblock Bedding-In Period the Contractor shall, within Five (5) Business Days after the end of each Month, submit a report to the Authority containing:

4.1A.2 in respect of the Month just ended, a summary of the performance of the Custodial Service in respect of the Houseblock, together with a description of any Custodial

Service Failures in respect of the Houseblock which relate to any Quarterly Contract Delivery Indicators in that Month;

- 4.1A.3 in respect of the last Month in each Performance Quarter, a summary of the performance of the Custodial Service in respect of the Houseblock together with a description of any Custodial Service Failures in respect of the Houseblock which relate to any Quarterly Contract Delivery Indicators in that Performance Quarter;
- 4.1A.4 no Quarterly Performance Points shall accrue in respect of the Custodial Service in respect of the Houseblock; and
- 4.1A.5 no adjustment shall be made to any invoices in respect of any applicable Performance Point Deductions pursuant to paragraph 5.4 of **Schedule 5 (Payment Mechanism)**.

5.

5.1 **Annual Bedding-In Period**

In respect of each Annual Contract Delivery Indicator there shall be an Annual Bedding-In Period and the following provisions shall apply during such period:

- 5.1.1 from the Actual opening Date until the expiry of the Annual Bedding-In Period the Contractor shall, within ten (10) Business Days after the end of each Month, submit a report to the Authority containing:
  - 5.1.1.1 in respect of the Month just ended, a summary of the performance of the Custodial Service, together with a description of any Custodial Service Failures in that Month;
  - 5.1.1.2 in respect of the last Month in the Contract Year a summary of the performance of the Custodial Service together with a description of any Custodial Service Failures which relate to any Annual Contract Delivery Indicators in that Contract Year;
- 5.1.2 no Annual Performance Points shall accrue; and
- 5.1.3 no adjustment shall be made to any invoices in respect of any applicable Performance Point Deductions pursuant to paragraph 5.5 of Schedule 5 (Payment Mechanism).

## **5.2A Annual Bedding-In Period in respect of the Houseblock**

From the Actual Houseblock Full Operation Date, in respect of each Annual Contract Delivery Indicator there shall be an Annual Houseblock Bedding-In Period and the following provisions shall apply during such period:

5.2A.1 from the Actual Houseblock Full Operation Date until the expiry of the Annual Houseblock Bedding-In Period the Contractor shall, within Five (5) Business Days after the end of each Month, submit a report to the Authority containing:

5.2A.1.1 in respect of the Month just ended, a summary of the performance of the Custodial Service in respect of the Houseblock, together with a description of any Custodial Service Failures in respect of the Houseblock in that Month;

5.2A.1.2 in respect of the last Month in the Contract Year a summary of the performance of the Custodial Service in respect of the Houseblock together with a description of any Custodial Service Failures in respect of the Houseblock which relate to any Annual Contract Delivery Indicators in that Contract Year;

5.2A.2 no Quarterly Performance Points shall accrue in respect of the Custodial Service in respect of the Houseblock; and

5.2A.3 no adjustment shall be made to any invoices in respect of any applicable Performance Point Deductions pursuant to paragraph 5.4 of **Schedule 5 (Payment Mechanism)**.

## **5.2 Contractor Obligations during the Bedding-In Periods**

5.3 Notwithstanding the provisions of **paragraphs 4.1 (Quarterly Bedding-In Period), 4.1A (Quarterly Bedding-In Period in respect of the Houseblock), 4.2 (Annual Bedding-In Period) and 4.2A (Annual Bedding-In Period in respect of the Houseblock)** of this **Schedule 6 (Contract Delivery Indicators)**, during the Quarterly Bedding-In Period, the Quarterly Houseblock Bedding-In Period the Annual Bedding-In Period and the Annual Houseblock Bedding-In Period:

5.3.1 the Contractor shall not be relieved of any of its obligations under this Contract; and

- 5.3.2 if any Escapes occur, the Contractor shall not be relieved from the liability to
- 5.3.3 make payment to the Authority pursuant to paragraph 12 of **Schedule 5 (Payment Mechanism)**.

6. **Contract Delivery Indicators, Custodial Service Failure and Performance Points**

	<b>Contract Delivery Indicator: Definition and Notes</b>	<b>Custodial Service Failure</b>	<b>Application</b>	<b>Performance Points</b>
<b>1</b>	<p><b>Prisoners are ready for discharge to Court</b></p> <p>Ensuring that Prisoners due for discharge for a court appearance are:</p> <ul style="list-style-type: none"> <li>(i) ready for collection by the PECS Contractor by the specified loading commencement time agreed with the PECS Contractor and that the PECS Contractor's vehicle has the opportunity to leave the Prison within ten (10) minutes of the last Prisoner being loaded onto the vehicle; or</li> <li>(ii) where a court appearance is to be made via a video link, made available in time to appear in the court hearing, in compliance with the pre-booked appearance time.</li> </ul> <p>Notes:</p> <p>For the purposes of this Contract Delivery Indicator:</p> <ul style="list-style-type: none"> <li>(i) the Prisoner shall be deemed as ready for collection by the PECS Contractor in accordance with the procedures set out in PSO 0500.</li> <li>(ii) Video links with magistrates courts shall be made available in accordance with the procedures set out in PSO 1030.</li> </ul>	<p>Failure to ensure that one hundred per cent (100%) of Prisoners due for discharge for a court appearance are:</p> <ul style="list-style-type: none"> <li>(i) ready for collection by the PECS Contractor by the specified loading commencement time agreed with the PECS Contractor and leave the Prison under the custody of the PECS Contractor within ten (10) minutes of the last Prisoner being loaded onto the vehicle; or</li> <li>(ii) where a court appearance is to be made via a video link, made available in time to appear in the court hearing, in compliance with the pre-booked appearance time.</li> </ul>	<p>Across the Prison</p> <p>Quarterly</p>	<p>One (1) point for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the one hundred per cent (100%) target</p>
<b>2</b>	<p><b>Rate of drug misuse in the Prison.</b></p> <p>Ensuring that the rate of drug misuse by Prisoners is minimised, as measured by the results of the random mandatory drug testing programme.</p> <p>Notes:</p> <p>In accordance with PSO 3601 this Contract Delivery Indicator shall not take into account any positive drug test results due to prescribed medication. Also, any results from spoiled samples and refusals will be excluded.</p>	<p>Failure to ensure that the rate of drug misuse by Prisoners, as measured by the results of the random mandatory drug testing programme, is less than twelve per cent (12%)</p>	<p>Across the Prison</p> <p>Annually</p>	<p>Ten (10) points for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) above the twelve per cent (12%) target</p>
<b>3</b>	<p><b>Completing the required number of random mandatory drug tests of Prisoners</b></p> <p>Notes:</p>	<p>Failure to complete one hundred per cent (100%) of the required percentages of random mandatory drugs tests of Prisoners</p>	<p>Across the Prison</p> <p>Quarterly</p>	<p>Ten (10) points for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below each</p>

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
	The required percentages of random mandatory drugs tests of Prisoners are set out in PSO 3601.			of the relevant testing targets
4	<b>Prisoners attend planned healthcare appointments</b>  Ensuring that Prisoners have access to in patient services and are able to attend pre-booked healthcare services which are:  (i) carried out by the Healthcare Provider; or  (ii) necessary to be carried out outside the Prison (e.g. at an acute hospital).	Failure to ensure that ninety per cent (90%) of Prisoners have access to in patient services and are able to attend pre-booked healthcare services which are: (i) carried out by the Healthcare Provider; or (ii) necessary to be carried out outside the Prison (e.g. at an acute hospital).	Across the Prison  Quarterly	Five (5) points for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the ninety per cent (90%) target for access to healthcare services within the Prison  Ten (10) points for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the ninety per cent (90%) target for access to healthcare services outside the Prison
5	<b>Prisoners attend planned education</b>  Ensuring that Prisoners planned to attend Learning and Skills Services, actually attend each session and arrive before the notified start time of the session.  Notes:  This Contract Delivery Indicator compares the planned number of Prisoners for each session of Learning and Skills Services (i.e. the number of course attendees as agreed by the SFA or the Education Provider) to the actual number of Prisoners who attend each session.	Failure to ensure that eighty per cent (80%) of Prisoners planned to attend Learning and Skills Services actually attend each session and arrive before the notified start time of the session.	Across the Prison  Quarterly	Five (5) points for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the eighty per cent (80%) target.
6	<b>Discharged Offenders move to Settled Accommodation on release</b>	Failure to ensure that at least eighty per cent (80%) of discharged Offenders move to Settled Accommodation on release.	Across the Prison  Quarterly	Five (5) points for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the eighty per cent (80%) target
7	<b>Discharged Offenders enter training or education on release</b>  Notes:  For the purpose of this Contract Delivery Indicator, education means three (3) hours or more per week of class work or instruction at courses which lead to a QCA approved qualification.	Failure to ensure that a minimum of ten per cent (10%) of discharged Offenders enter training or education on release.	Across the Prison  Quarterly	Five (5) points for each one per cent (1%) (to the nearest whole per cent) below the ten per cent (10%) target
8	<b>Discharged Offenders enter employment on release.</b>	Failure to ensure that a minimum of twenty six per cent (26%) of discharged Offenders enter	Across the Prison  Quarterly	Five (5) points for each one per cent (1%) (0.5 or greater is rounded to the nearest

	<b>Contract Delivery Indicator: Definition and Notes</b>	<b>Custodial Service Failure</b>	<b>Application</b>	<b>Performance Points</b>
	<p>Notes:</p> <p>For the purposes of this Contract Delivery Indicator, "employment" means:</p> <ul style="list-style-type: none"> <li>- full-time employment or self employment with an average of more than thirty (30) hours a week paid work;</li> <li>- part-time employment or self employment, with an average of less than thirty (30) hours a week paid work; or</li> <li>- temporary/casual work</li> </ul>	employment on release.		whole per cent) below the twenty six per cent (26%) target
<b>9</b>	<p><b>Ensuring that Prisoners are unlocked for the required minimum number of hours per Day</b></p> <p>Notes:</p> <p>For the purposes of this Contract Delivery Indicator, time unlocked shall comprise Purposeful Activity, association and any other time that Prisoners are unlocked e.g. canteen, kit changes and legal visits.</p> <p>Prisoners being accommodated in the Care and Separation Unit and Healthcare Unit will be included within the calculation of the actual average time unlocked. The calculation of time unlocked shall also take of account of Prisoners being offered time out of their Prison Cell by the Contractor, but declining it.</p>	Failure to ensure that Prisoners are unlocked for an average of at least seven and a half (7.5) hours per Day.	<p>Across the Prison</p> <p>Quarterly</p>	<p>Ten (10) points for meeting between ninety nine per cent (99%) and eighty per cent (80%) of the target hours each Day</p> <p>Fifteen (15) points for meeting between seventy nine per cent (79%) and fifty per cent (50%) of the target hours each Day</p> <p>Twenty five (25) points for meeting between forty nine per cent (49%) and zero per cent (0%) of the target hours each Day</p>
<b>10</b>	<p><b>Prisoners spend the required minimum number of hours per week in Purposeful Activity</b></p>	Failure to ensure that Prisoners spend an average of fifteen (15) hours in Purposeful Activity each week (not including any hours of activity provided by the education provider).	<p>Across the Prison</p> <p>Quarterly</p>	<p>Ten (10) points for meeting between ninety nine per cent (99%) and eighty per cent (80%) of the target hours each week</p> <p>Fifteen (15) points for meeting between seventy nine per cent (79%) and fifty per cent (50%) of the target hours each week</p> <p>Fifty (50) points per for meeting between forty nine per cent (49%) and zero per cent (0%) of the target hours each week</p>
<b>11</b>	<p><b>Prisoners completing intervention/rehabilitation programmes (drug &amp; alcohol)</b></p>	Failure to ensure that all of new reception prisoners are seen for a	Across the Prison	Two (2) points for every offender who does not



	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points																		
	<p>Notes:</p> <p>A drug/alcohol rehabilitation programme is a programme which aims to support prisoners with drug/alcohol issues and to change their behaviour and is supported by evidence that indicates both support and substance misuse reduction.</p> <p>For the purposes of this Contract Delivery Indicator, a satisfactory completion for each measurement will be:</p> <p>a) The requisite number of all new reception prisoners i.e. from Court and not transferred in from another prison have received a needs analysis setting out their individual substance misuse (drug and alcohol) issues and the support necessary to address those issues.</p> <p>b) The requisite number of eligible prisoners including those with an alcohol score of 19 or over take-up their referral to a substance misuse programme.</p> <p>c) The requisite number of eligible prisoners complete their alcohol or drug programme.</p> <p>Inability to meet any of these metrics will constitute a failure in that part of the overall target and performance points will be awarded consistent with the stipulated values set out under Performance Points.</p>	<p>needs analysis within 48 hours (72 hrs at weekends).</p> <p>(Target 100%)</p>	<p>Annually</p> <p><b>11 a)</b> <b>Formula:</b> <b>(The cumulative total of new reception prisoners over the year minus the cumulative total of needs assessments carried out in the year).</b></p> <p>Where the CDI figure is below the 100% target figure, Performance Points will be applied in accordance with the Performance Points column for each offender who has not had a needs analysis within 48 hours (72 hrs at weekends).</p> <p><b>Example of calculation:</b></p> <table><tr><td></td><td>Needs Assessments</td><td>New Receptions</td></tr><tr><td>Month 1</td><td>9</td><td>10</td></tr><tr><td>Month 2</td><td>20</td><td>25</td></tr><tr><td>Month 3</td><td>5</td><td>5</td></tr><tr><td>Months 4 to 12...</td><td>30</td><td>30</td></tr><tr><td></td><td><b>64</b></td><td><b>70</b></td></tr></table> <p>Over the year, there were 70 new reception prisoners, of which 64 prisoners received a needs assessment within 48hrs (72 hrs at weekends). Actual performance is 6 prisoners were below the target. Therefore 2 Performance Points will be awarded for every offender below target equalling 12 Performance Points over the year.</p>		Needs Assessments	New Receptions	Month 1	9	10	Month 2	20	25	Month 3	5	5	Months 4 to 12...	30	30		<b>64</b>	<b>70</b>	<p>receive a needs analysis within 48 hours (72 hrs at weekends).</p>
	Needs Assessments	New Receptions																				
Month 1	9	10																				
Month 2	20	25																				
Month 3	5	5																				
Months 4 to 12...	30	30																				
	<b>64</b>	<b>70</b>																				
		<p>All prisoners with a drug issue or an alcohol issue (defined as those with an alcohol score of 19 or over) are invited to attend a programme. Failure to ensure ninety per cent (90%) of prisoners take-up their referral to a drug or alcohol programme (Target 90%)</p>	<p>Across the Prison</p> <p>Annually</p> <p><b>11 b)</b> <b>Formula:</b> <b>(No. of prisoners attending their substance misuse programme during the year divided by No. of prisoners identified to attend drug/alcohol programme during the year) x 100 = CDI % [0.5 or greater to be rounded to the nearest whole %].</b></p> <p>Where the CDI % figure is below the 90% target figure Performance Points will be applied in accordance with the Performance Points column.</p> <p><b>Example of calculation:</b></p> <table><tr><td></td><td>Programme Starters</td><td>No. of Referrals</td></tr><tr><td>Month 1</td><td>10</td><td>15</td></tr><tr><td>Month 2</td><td>20</td><td>21</td></tr><tr><td>Month 3</td><td>8</td><td>10</td></tr><tr><td>Months 4-12</td><td>10</td><td>10</td></tr><tr><td></td><td><b>48</b></td><td><b>56</b></td></tr></table>		Programme Starters	No. of Referrals	Month 1	10	15	Month 2	20	21	Month 3	8	10	Months 4-12	10	10		<b>48</b>	<b>56</b>	<p>One (1) point for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the ninety per cent (90%) target</p>
	Programme Starters	No. of Referrals																				
Month 1	10	15																				
Month 2	20	21																				
Month 3	8	10																				
Months 4-12	10	10																				
	<b>48</b>	<b>56</b>																				

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points																		
			Over the year, 48 prisoners attended their substance misuse programme out of 56 referred prisoners, $(48 / 56) \times 100 = 86\%$ of Referrals attended their programme. Actual performance is 4% below the target therefore 1 Performance Points will be awarded for each 1% below target, equalling 4 Performance Points over the year.																			
		Failure to ensure that eighty per cent (80%) of prisoners who start their substance misuse programme complete their programme. (Target 80%)	<p>Across the Prison</p> <p>Annually</p> <p><b>11 c)</b> <b>Formula:</b> <b>(No. of prisoners completing their substance misuse programme during the year divided by No. of programme starters during the year) x 100 = CDI % [0.5 or greater to be rounded to the nearest whole %]</b></p> <p>Where the CDI % figure is below the 80% target figure Performance Points will be applied in accordance with the Performance Points column.</p> <p><b>Example of calculation:</b></p> <table><tr><td></td><td>Completions</td><td>Starters</td></tr><tr><td>Month 1</td><td>8</td><td>10</td></tr><tr><td>Month 2</td><td>12</td><td>20</td></tr><tr><td>Month 3</td><td>7</td><td>8</td></tr><tr><td>Months 4-12</td><td>10</td><td>10</td></tr><tr><td></td><td><b>37</b></td><td><b>48</b></td></tr></table> <p>Over the year, 37 offenders completed their substance misuse programme out of 48 starters, <math>(37 / 48) \times 100 = 77\%</math> of prisoners completing their substance misuse programme. Actual performance is 3% below the target therefore 1 Performance Points will be awarded for each 1% below target, equalling 3 Performance Points over the year.</p>		Completions	Starters	Month 1	8	10	Month 2	12	20	Month 3	7	8	Months 4-12	10	10		<b>37</b>	<b>48</b>	One (1) point for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the eighty per cent (80%) target
	Completions	Starters																				
Month 1	8	10																				
Month 2	12	20																				
Month 3	7	8																				
Months 4-12	10	10																				
	<b>37</b>	<b>48</b>																				
12	<p><b>Preventing serious assaults by Prisoners against Staff, Prisoners, visitors and others.</b></p> <p>Notes:</p> <p>(i) For the purposes of this Contract Delivery Indicator, the number of serious assaults occurring as a result of an incident shall be those as determined at the time of the proven Prisoner adjudication.</p> <p>(ii) Only incidents which take place at the Prison, while the Prisoners are within the custody of the Contractor or its sub-contractor, will be included, although Prisoners may have been transferred out of the Prison prior to adjudication. If the award is subsequently overturned on appeal the performance points accrued will be deducted from the quarterly total and should be shown as a distinct entry on</p>	<p>Each occurrence of a serious assault by a Prisoner on Prisoners, Staff, visitors and others.</p> <p>For the purposes of this Contract Delivery Indicator, an assault by an Prisoner shall be classed as serious if it meets any one or more of the following characteristics:</p> <ul style="list-style-type: none"><li>- is a sexual assault</li><li>- results in a victim of the assault being admitted as an inpatient to a hospital outside of the Prison</li><li>- results in a victim of the assault requiring medical treatment for concussion or internal injuries</li><li>- an injury to a person as a</li></ul>	<p>Across the Prison</p> <p>Quarterly</p> <p><b>Formula:</b> <b>(No. of serious assaults during the quarter divided by the sum of the average no. of prisoners) x 100 = CDI % [to be rounded to the nearest half a per cent (0.5%)].</b></p> <p>Where the CDI % figure is above the 1.5% target figure Performance Points will be applied in accordance with the Performance Points column.</p> <p><b>Example of calculation:</b> Average population Formula: The cumulative sum of the prisoner population over the month (e.g 27,745 prisoners) divided by number of days in the month (eg 31 days)</p> <p><math>27,745 / 31 = 895</math> average prisoner number in month 1. The calculation shall be repeated for month 2 and 3</p>	Five (5) points for each half a per cent (0.5%) in excess of the number that is one point five per cent (1.5%) of the average population of the Prison (0.5 or greater is rounded to the nearest whole per cent).																		

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
	the relevant Quarterly Contract Delivery Indicator Report.	result of the assault is a fracture, scald, burn, stabbing, crushing, multiple bruising, black eye, broken nose, lost or broken tooth, one or more cuts requiring suturing, bite(s) or temporary or permanent blindness.	<p>Average no of prisoner per month      No. of serious assaults</p> <p>Month 1                                  895                                  19</p> <p>Month 2                                  879                                  25</p> <p>Month 3                                  887                                  23</p> <p style="text-align: center;"><b>2661                                  67</b></p> <p>The number of assaults over the quarter divided by the sum of the average no. of prisoners x 100 (67 / 2661) performance is 2.51%.</p> <p>In the quarter, actual performance is 1% above the 1.5% target, therefore, 5 Performance points shall be awarded for each 0.5% above the target, equalling 10 Performance Points over the quarter.</p>	
13	<p><b>Completing and updating OASys assessments, including risk management plans</b></p> <p>Ensuring that ninety per cent (90%) of the assessments required for all OASys eligible Offenders (i.e. those Offenders who are not subject to either Phase II or Phase III of Offender Management), including the risk management plans required to be carried out for medium, high or very high risk Offenders, are completed or updated, within the timescales stated below.</p> <p>Initial OASys assessments should be completed within:</p> <p>(i) eight (8) weeks of sentence for an Offender sentenced to twelve (12) months or more in custody who has less than two (2) years to serve to the release or tariff date at the point of sentence; and</p> <p>(ii) sixteen (16) weeks of sentence for an Offender sentenced to twelve (12) months or more in custody who has more than two (2) years to serve to the release or tariff date at the point of sentence.</p> <p>Where the Offender remains in custody, review assessments should be completed no later than twelve (12) months from the date of the previous assessments.</p>	Failure to ensure that ninety per cent (90%) of the assessments required for all OASys eligible Offenders (i.e. those Offenders who are not subject to Phase II or Phase III of Offender Management), including the risk management plans required to be carried out for medium, high or very high risk Offenders are completed or updated, within the stated timescales.	<p style="text-align: center;">Across the Prison</p> <p style="text-align: center;">Quarterly</p>	One (1) point for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the ninety per cent (90%) target
14	<p><b>Offenders comply with the terms of their Release on Temporary Licence or on Home Detention Curfew</b></p> <p>Ensuring that adequate, complete and factually accurate risk assessments are carried out for any Prisoners who have applied for Release on Temporary Licence or Home Detention Curfew, in accordance with the detailed procedures set out in the relevant PSOs (PSO 6300 and PSO 6700).</p>	Failure to provide an adequate, complete or factually accurate risk assessment on any Prisoners who have applied for Release on Temporary Licence or Home Detention Curfew, in accordance with the detailed procedures set out in the relevant PSOs (PSO 6300 and PSO 6700).	<p style="text-align: center;">Per Offender</p> <p style="text-align: center;">Quarterly</p>	Five (5) points per failure

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
15	<b>Offenders are released on the correct date</b>  	An Offender is released before or after their correct date for release.	Per Offender  Quarterly	Twenty (20) points for releasing an Offender before their correct date for release  Five (5) points for releasing an Offender after their correct date for release
16	<b>Observing key/lock security procedures</b>  Ensuring that Local Security Strategy procedures for key and lock security, drawn up from the guidance set out in the National Security Framework, are observed.  Notes:  For the purpose of this Contract Delivery Indicator, if a party not employed directly by the Contractor or its sub-contractor eg NHS or Education Provider breach this CDI, provided that the Contractor can evidence that the independent party have caused the failure of CDI, then the Authority will be prepared to provide mitigation for such events. However, the Contractor shall mitigate all such circumstances by ensuring appropriate security protocols have been followed eg suitable key/lock training was provided to the personnel concerned.	Failure to observe Local Security Strategy procedures for key and lock security, drawn up from the guidance set out in the National Security Framework.	Across the Prison  Quarterly	Points to accrue for each key/lock compromise and for each subsequent failure or re-occurrence of the failure after twenty four (24) hours of the failure first being observed  Class 1 or 2 door unlocked - ten (10) points  Occupied Prison Cell door unlocked during patrol state - fifty (50) points  Class 1, 2 or Prison Cell keys taken out of the Prison - twenty (20) points  Loss of Class 1, 2 or Prison Cell key - fifty (50) points  Loss of "A Suite" key - five (5) points
17	<b>Following agreed security procedures</b>  Ensuring that operational security procedures for Prisoners (other than those for Category A Prisoners), as set out in the Local Security Strategy drawn up from the National Security Framework, are observed.	Failure to observe operational security procedures for Prisoners (other than those for Category A Prisoners), as set out in the Local Security Strategy drawn up from the National Security Framework.	Across the Prison  Quarterly	Ten (10) points for first occurrence of a failure  Twenty five (25) points for the reoccurrence of the same failure within twenty eight (28) Days if the cause(s) or outcome(s) of the failure is deemed by the Authority as similar to that of the first failure
18	<b>Acts of concerted indiscipline</b>  For the purposes of this Contract Delivery Indicator,	Failure to prevent an act of concerted indiscipline.	Across the Prison  Quarterly	Ten (10) points for first occurrence of the failure

	<b>Contract Delivery Indicator: Definition and Notes</b>	<b>Custodial Service Failure</b>	<b>Application</b>	<b>Performance Points</b>
	an "act of concerted indiscipline" is deemed to occur when two (2) or more Prisoners act together with the intention of disrupting the order and discipline of the Prison and/or refuse to desist any action or to comply with any lawful order issued by the Operational Staff.		Example: Where two or more prisoners collude to carry out unauthorised actions that disrupt the running of the prison and where the Operator has failed to take all reasonable steps to prevent this from taking place.  A test of reasonableness must be made on a case by case basis with each one judge on its merits.	Twenty five (25) points for the reoccurrence of each failure within twenty eight (28) Days of the first failure, if the cause(s) or outcome(s) of the failure is deemed by the Authority as similar to that of the first failure
<b>19</b>	<b>Preventing incidents at height</b>  For the purposes of this Contract Delivery Indicator, an incident at height is deemed to occur when an incident involving one (1) or more Prisoners at the Prison takes place at a height equal to or greater than two (2) metres above floor level, without appropriate authorisation.  Notes:  The incident must be deemed by the Authority to be an incident at height in order for Performance Points to accrue.	Failure to prevent an incident at height.	Across the Prison  Quarterly	Ten (10) points for first occurrence of the failure  Twenty five (25) points for the reoccurrence of each failure within twenty eight (28) Days of the first failure, provided that the cause(s) or outcome of the failure is deemed by the Authority as similar to that of the first failure in that period
<b>20</b>	<b>Conducting contingency planning exercises</b>  Ensuring that the required number of contingency planning exercises are run in the Contract Year, where at least two (2) are full (as opposed to 'desk top') exercises, one (1) of which must be a hostage exercise.  Notes:  The procedures for the testing of contingency plans are set out in chapter 3 of PSO 1400.	Failure to run a minimum of seven (7) contingency planning exercises in the Contract Year, where at least two (2) are full (as opposed to 'desk top') exercises, one (1) of which must be a hostage exercise.	Across the Prison  Annually	Fifty (50) points for each exercise below the target, and for each failure to run one (1) of the two (2) full exercises or the hostage exercise.
<b>21</b>	<b>Mutual Aid arrangements</b>  Ensuring that the required number of trained and equipped Tornado Units are ready to respond, when requested, to Mutual Aid arrangements	Failure to provide and maintain two (2) trained and equipped Tornado Units to respond when requested, to Mutual Aid arrangements.	Across the Prison  Quarterly	Fifty (50) points per failure
<b>22</b>	<b>Meeting Prisoner's requirements</b>  Notes:  Where a Prisoner has missed a hot meal through no fault of their own, a hot meal, with a hot or cold drink, shall be made available to them outside of normal meal times.	Failure to ensure that each Prisoner occupying a Prisoner Place has at all times:  (i) at least one (1) hot meal made available to them each Day, in accordance with the HMPS Catering and Food Safety Standard	Across the Prison  Quarterly	One (1) point for each failure to meet any of the requirements numbered (i) to (vii) of each Prisoner  Fifteen (15) points for each failure to meet requirement number (viii) of each Prisoner

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
23	Visits	<p>Failure to ensure that each Offender occupying a Prisoner Place has at all times:</p> <p>(i) The opportunity to receive no less than two (2) domestic visits each Month, provided that the Offender is eligible for, and is scheduled to receive, each of those visits; and</p> <p>(ii) Failure to ensure that each Remand Prisoner occupying a Prisoner Place has the opportunity to receive a domestic visit each Business Day provided that the Remand Prisoner is scheduled to receive each visit.</p>	<p>Across the Prison</p> <p>Quarterly</p>	<p>Fifteen (15) points for each failure to meet requirement number (i) of each Offender.</p> <p>Fifteen (15) points for each failure to meet the requirement number (ii) of each Offender.</p>
24	Meeting the Requirements of Remand Prisoners	Failure to ensure that each Offender occupying a Prisoner Place has at all times access to an incentives and earned privileges scheme that supports them in addressing their assessed needs.	<p>Across the Prison</p> <p>Quarterly</p>	One (1) point for failure to meet requirement of each Offender.
25	Prisoners' needs are assessed upon reception and an induction is provided	<p>Failure to ensure that each Prisoner upon their reception at the Prison:</p> <p>(i) Is made available that Day for the healthcare assessment to be carried out by the Healthcare Provider;</p> <p>(ii) Has prior to first night lock up, any urgent domestic issues assessed and is subject to a Prison Cell sharing risk assessment and to an assessment identifying any risks they could pose to other Prisoners, Staff and the public; and</p> <p>(iii) Has access to a formal induction process as soon as they are able to benefit from it and commencing within one (1) Business Day of reception, which shall include the</p>	<p>Across the Prison</p> <p>Quarterly</p>	Fifteen (15) points for each failure to meet any of the requirements numbered (i) to (iii) of each Prisoner

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
		identification of any personal safety issues or potential barriers to resettlement.		
26	<p><b>Substantiated complaints</b></p> <p>For the purposes of this Contract Delivery Indicator a serious complaint can be made by a Prisoner, Staff and visitors. Serious complaints can be made against Staff only.</p> <p>For the purposes of this Contract Delivery Indicator, a "serious complaint" means a complaint that contains an allegation of assault, racial abuse, malicious intent loss of or damage to a Prisoner's property or any theft of a Prisoner's property.</p> <p>Notes:</p> <p>In the event of any dispute over the nature of the complaint, the Authority shall deem whether the complaint is substantiated or not.</p>	Where a serious complaint against Operational Staff is substantiated, whether or not the subject of the complaint is identified.	<p>Across the Prison</p> <p>Quarterly</p>	<p>Ten (10) points for each substantiated serious complaint against Operational Staff about an assault or allegation of racial abuse</p> <p>Five (5) points for each substantiated serious complaint against Operational Staff about loss, damage or theft to a Prisoner's property</p>
27	<b>The Prisoner adjudication process is applied and managed appropriately</b>	Where the Contractor fails to ensure that no more than one (1) adjudication is overturned on appeal each Performance Quarter.	<p>Across the Prison</p> <p>Quarterly</p>	One (1) point for each failure above the target
28	<p><b>Reportable incidents</b></p> <p>Ensuring the self reporting of reportable incidents or serious incidents, as listed or defined in PSO 1400, in accordance with the relevant method(s) of reporting identified within PSO 1400.</p>	Failure to self report a reportable incident or serious incident	<p>Across the Prison</p> <p>Quarterly</p>	Thirty (30) points per failure
29	<p><b>Reporting and investigating serious incidents</b></p> <p>For the purposes of this Contract Delivery Indicator, a "serious incident" means a "serious incident" in accordance with chapter 4 of PSO 1400.</p>	Failure to meet the requirements for the investigation of any serious incident.	<p>Across the Prison</p> <p>Quarterly</p>	Fifteen (15) points per failure
30	<p><b>Report accidents, major injuries, dangerous occurrences and diseases</b></p> <p>Reporting any "major injury, dangerous occurrence and disease" as defined in RIDOR.</p>	Where the Contractor fails to report any major injury, dangerous occurrence and disease, as defined in RIDOR.	<p>Across the Prison</p> <p>Quarterly</p>	Five (5) points per failure
31	<p><b>Reporting against Contract Delivery Indicators</b></p> <p>This Contract Delivery Indicator will also apply to any failure by the Contractor to report accurately, in full or</p>	Failure to report to the Authority its performance against any Contract Delivery Indicator listed in paragraph 6 of this <b>Schedule 6</b>	<p>Across the Prison</p> <p>Quarterly or Annually, where relevant</p>	Five (5) times the points allotted to the Contract Delivery Indicator not reported accurately, in full or

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points																		
	within the agreed timescale	(Contract Delivery Indicators).	<p><b>Formula and Application:</b> <b>(The Performance Points incurred against the CDI multiplied by 5, but capped at a maximum of 50 points).</b></p> <p>Example: Where CDI 37 figure is below the 100% target figure, Performance Points will be applied in accordance with the CDI 37 Performance Points column. If the data for CDI 37 was not reported accurately, in full or within the agreed timescale by the Contractor, CDI 31 will be invoked and Performance Points for mis-reporting will be applied:</p> <p><b>Example of calculation:</b></p> <table><tr><td></td><td>Original Data for 37</td><td>Revised Data for 37</td><td>Points for not achieving target</td></tr><tr><td>Qtr 1</td><td>100 %</td><td>89%</td><td>55 points</td></tr><tr><td>Qtr 2</td><td>100 %</td><td>96%</td><td>20 points</td></tr></table> <p>In Quarter 1 and 2 the Contractor reported the 100% target was achieved. However, actual performance was 89% and 96%. As the data was not reported actually in the original reporting period, CDI 31 (mis-reporting will be applied)</p> <p>Example of calculation: Points for not achieving CDI 37      Points for CDI 31 (mis-reporting the data)</p> <table><tr><td>Qtr 1</td><td>55</td><td>55 x 5 = 275 (capped at 50)</td></tr><tr><td>Qtr 2</td><td>20</td><td>20 x 5 = 100 (capped at 50)</td></tr></table> <p>Schedule 6 Clause 3.3 states Where an incident is such that it can be classified as more than one (1) CDI failure, then the Authority can only apply Performance Points against the CDI failure which attracts the greatest number of Performance Points.</p> <p>Quarter 1 - The Authority will apply 55 points for not meeting the 100% target against CDI 37, as 55 points is greater than the 50 points for CDI 31 (mis-reporting) as this CDI is capped at a maximum of 50 points. Therefore in this instance, zero points will be applied against CDI 31.</p> <p>Quarter 2 - The Authority will apply 50 points for CDI 31 (mis-reporting), as this is greater than the 20 points for not meeting the 100% target against CDI 37. In this instance zero points will be applied against CDI 37.</p>		Original Data for 37	Revised Data for 37	Points for not achieving target	Qtr 1	100 %	89%	55 points	Qtr 2	100 %	96%	20 points	Qtr 1	55	55 x 5 = 275 (capped at 50)	Qtr 2	20	20 x 5 = 100 (capped at 50)	within the agreed timescale, up to a maximum of fifty (50) points.
	Original Data for 37	Revised Data for 37	Points for not achieving target																			
Qtr 1	100 %	89%	55 points																			
Qtr 2	100 %	96%	20 points																			
Qtr 1	55	55 x 5 = 275 (capped at 50)																				
Qtr 2	20	20 x 5 = 100 (capped at 50)																				
32	<p><b>Providing management information reports</b></p> <p>This Contract Delivery Indicator will apply to any failure by the Contractor to report accurately, in full or within the agreed timescale for the delivery of the report or set of management information.</p>	Failure to meet in full the Authority’s requirements for the provision of any report or set of management information listed in Sections 7 and 8 of Part 1 of <b>Schedule 1 (Custodial Service Specification)</b>	<p>Across the Prison</p> <p>Quarterly</p>	Five (5) points per failure																		
33	<b>Completing self audits</b>	Failure to complete a self audit to	Across the Prison	Fifteen (15) points per failure																		



	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
	<p>Ensuring that self audits are completed in accordance with the requirements set out in paragraph 5.2 of Part 2 of <b>Schedule 1 (Custodial Service Specification)</b>, including any self audits against the Authority's Corporate Governance Standard.</p> <p>For the purposes of this Contract Delivery Indicator, a failure to complete a self audit shall include any failure to complete a self audit within the agreed timescales.</p>	the required standards.	Quarterly	
34	<b>Complying with the Authority's guidance on data loss.</b>	Failure to comply with PSO 9020	Across the Prison Annually	A financial penalty of [REDACTED] per incident.
35	<p><b>Implementing audit and inspection recommendations</b></p> <p>For the purposes of this Contract Delivery Indicator, only recommendations within the reports from the following audits or prison inspections will apply:</p> <ul style="list-style-type: none"> <li>inspections carried out by HM Inspectorate of Prisons;</li> <li>audits carried out by the Authority's Standards Audit Unit (SAU) or any successor organisation; and</li> <li>the Contractor's self audits.</li> </ul> <p>A failure to implement a recommendation shall include any failure to implement it within the agreed timescales.</p>	Failure to implement the recommendation of an audit report or the agreed recommendation of a prison inspection, as set out in the relevant action plans contained within the report.	Across the Prison Quarterly	<p>Fifteen (15) points per failure</p> <p>Twenty five (25) points per failure to implement a recommendation in respect of suicide and self harm prevention and the carrying out of ACCT procedures</p>
36	<p><b>Implementing a Change in accordance with the agreed timetable</b></p> <p>For the purposes of this Contract Delivery Indicator, the agreed timetable in a Notice of Change shall be followed in accordance with <b>Schedule 9 (Change Protocol)</b>.</p>	Where the Contractor fails to implement a Change in accordance with the agreed implementation timetable in a Notice of Change or as otherwise agreed between the Parties.	Across the Prison Annually	Two (2) points for each Business Day on which the Change has not been implemented in accordance with the agreed timetable
37	<p><b>Carrying out planned preventative maintenance</b></p> <p>Implementing the agreed local planned preventative maintenance programme for any part of the Prison, which is either outside of a Prison Cell or not directly linked to the provision of services to Prison Cells.</p> <p>Notes:</p> <p>The approved planned preventative maintenance</p>	<p>Failure to implement the agreed local planned preventative maintenance programme for any part of the Prison, which is either outside of a Prison Cell or not directly linked to the provision of services to Prison Cells.</p> <p>(Target 100%)</p>	Across the Prison Quarterly	<p>Five (5) points shall accrue for each one per cent (1%) (0.5 or greater is rounded to the nearest whole per cent) below the agreed target</p> <p>(Target 100%)</p>

	Contract Delivery Indicator: Definition and Notes	Custodial Service Failure	Application	Performance Points
	programme to be carried out each Performance Quarter is attached as Annex B.			
38	<p><b>Carrying out repairs</b></p> <p>Responding to and rectifying, within the agreed timescales, any part of the Prison which is either outside of a Prison Cell or not directly linked to the provision of services to Prison Cells, requiring repair and deemed as falling into the priority categories of "Declared Emergency Repair", "Critical Repair" or "Essential Repair" (as defined in <b>paragraph 7</b> of this <b>Schedule 6 (Contract Delivery Indicators)</b>).</p> <p>Notes:</p> <p>For the purposes of this Contract Delivery Indicator, a "response" shall mean to make safe, effect a temporary repair or to perform a permanent repair.</p> <p>In the event of any uncertainty over the appropriate priority category to be applied to a requirement for repair, the Authority shall determine the category which shall apply.</p>	Failure to respond to and rectify, within the agreed timescales, any part of the Prison which is either outside of a Prison Cell or not directly linked to the provision of services to Prison Cells, requiring repair and deemed as falling into the priority categories of "Declared Emergency Repair", "Critical Repair" or "Essential Repair".	<p>Across the Prison</p> <p>Quarterly</p>	<p>Ten (10) points for each failure to respond to a Declared Emergency Repair within the agreed timescales</p> <p>Five (5) points for each failure to respond to a Critical Repair within the agreed timescales</p> <p>Two (2) points for each failure to respond to an Essential Repair within the agreed timescales</p>

## Appendix B: Agreed Planned Preventative Maintenance (PPM) Schedule for HMP Thameside

Version: 1

Date: April 2014

Description	Building	Service By	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Air Conditioning		CONTRACTOR				B						B		
Ansul Maintenance		F&S						B						B
Autoclave		CONTRACTOR								A				
CCTV Control Equip Maintenance		F&S				B						B		
CCTV DVR Maintenance		F&S			B						B			
CCTV Monitor Maintenance		F&S				B						B		
Cell Call Alarm Systems		F&S		Q			Q			Q			Q	
Cell Door/Lock/Anti-Barricade	CARE & SEP	IN HOUSE			B						B			
Cell Door/Lock/Anti-Barricade	HEALTH ED	IN HOUSE			B						B			
Cell Door/Lock/Anti-Barricade	LIVING	IN HOUSE			B						B			
Cell Door/Lock/Anti-Barricade	LIVING	IN HOUSE				B						B		
Cell Door/Lock/Anti-Barricade	LIVING	IN HOUSE	B						B					
Cell Door/Lock/Anti-Barricade	LIVING	IN HOUSE	B						B					
Cell Door/Lock/Anti-Barricade	LIVING	IN HOUSE				B						B		
Cell Door/Lock/Anti-Barricade	VISITORS	IN HOUSE			B						B			
Cold Rooms		CONTRACTOR	B						B					
Colt Smoke Ventilation		COLT				B						B		
Dental Chair/Equipment		CONTRACTOR			A									
Drains Foul/Surface		IN HOUSE					A							
Dyke Inspection		IN HOUSE				A								
Electronic Lock Inspection		F&S		B						B				

External Lighting		IN HOUSE								A				
Fence Control	GROUND	F&S	B						B					
Fence Gates		IN HOUSE	B						B					
Fire Hose Misting System		IN HOUSE	M	B	M	M	M	M	M	B	M	M	M	M
Fire Hydrants		CONTRACTOR						A						
Fire Suppression		CONTRACTOR						A						
Fire Tanks/System		IN HOUSE					B						B	
General Alarms Maintenance		F&S							A					
Grille Gates		IN HOUSE							A					
Guttering Inspection		IN HOUSE					A							
Water Treatment Hot/Cold Temps		AMPHIBIA	M	M	M	M	M	M	M	M	M	M	M	M
Flushing		AMPHIBIA	W	W	W	W	W	W	W	W	W	W	W	W
Calorifiers			M	M	M	M	M	A	M	M	M	M	M	M
HV Switchgear/Transformers		CONTRACTOR										A		
Intercom/Videocom Equipment		F&S		B						B				
Kitchen Deep Cleaning/Filters		CONTRACTOR			B						B			
Legionella Risk Assessment		AMPHIBIA							A					
Legionella Sampling		IN HOUSE	M	M	M	M	M	M	M	M	M	M	M	M
Lifts Maintenance - Dumb Waiters		THY										A		
LV Switchgear Inspection	GROUND	FREEDOM	Q			Q			Q			Q		
Main Gas Supply Meter Reading	GROUND	IN HOUSE	M	M	M	M	M	M	M	M	M	M	M	M
Pedestrian/Vehicle Sliders		F&S					B						B	
Perimeter Fencing		IN HOUSE							A					
Pest Control		CONTRACTOR	X		X		X		X		X		X	
Power Factor		IN HOUSE										A		
Refrigeration		CONTRACTOR				B						B		
Roads And Pathways		IN HOUSE				A								
SMS Maintenance		F&S	B						B					
Sports Pitch Inspection/Maint	GROUND	CONTRACTOR									A			

Statutory Insp - LOLER		CONTRACTOR					A						B	
Strainers & Pipework	VISITORS	IN HOUSE					A							A
Strainers & Pipework	GATEHOUSE	IN HOUSE					A							
Strainers & Pipework	RECEPTION	IN HOUSE		A										
Strainers & Pipework	VISITADMIN	IN HOUSE	A											
Strainers & Pipework	KITCHEN VT	IN HOUSE		A										
Strainers & Pipework	HEALTH ED	IN HOUSE			A									
Strainers & Pipework	SPORTSHALL	IN HOUSE	A											
Strainers & Pipework	CARE & SEP	IN HOUSE						A						
Strainers & Pipework	LIVING	IN HOUSE						A						
Strainers & Pipework	LIVING	IN HOUSE				A								
Strainers & Pipework	LIVING	IN HOUSE				A								
Strainers & Pipework	LIVING	IN HOUSE			A									
Strainers & Pipework	LIVING	IN HOUSE			A									
Strainers & Pipework	FACILITIES	IN HOUSE										A		
Tamper Alarms Maintenance		F&S							A					
UPS Maintenance		CONTRACTOR						A						
Vehicle Barrier Inspection		CONTRACTOR			B						B			
Vehicle Gates Maintenance		CONTRACTOR		Q			Q			Q			Q	
Vehicle Sliders/Hydraulics		F&S	B						B					
Vesda & ICam Maintenance		F&S						B						B
Waste Compactor Rocket		CONTRACTOR							A					
Water Tank Clean/Inspection		AMPHIBIA				A								
Air Handling Unit & Filters	CARE & SEP	IN HOUSE				B						B		
Air Handling Unit & Filters	FACILITIES	IN HOUSE				B						B		
Air Handling Unit & Filters	GATEHOUSE	IN HOUSE				B						B		
Air Handling Unit & Filters	HEALTH ED	IN HOUSE					B						B	
Air Handling Unit & Filters	KITCHEN VT	IN HOUSE					B						B	
Air Handling Unit & Filters	LIVING	IN HOUSE		B						B				

Air Handling Unit & Filters	RECEPTION	IN HOUSE						B						B
Air Handling Unit & Filters	SPORTSHALL	IN HOUSE						B						B
Air Handling Unit & Filters	VISITADMIN	IN HOUSE			B						B			
Air Handling Unit & Filters	VISITORS	IN HOUSE			B						B			
Boilers Inspection/Maintenance	CARE & SEP	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	FACILITIES	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	GATEHOUSE	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	HEALTH ED	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	RECEPTION	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	SPORTSHALL	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	VISITADMIN	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	KITCHEN VT	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	LIVING	CONTRACTOR					B						B	
Boilers Inspection/Maintenance	VISITORS	CONTRACTOR					B						B	
Catering Equipment (Refrigeration)					B						B			
Catering Equipment (Gas)					B						B			
Catering Equipment (General)		CONTRACTOR			B						B			
CCTV Maintenance		F&S			B						B			
Emergency Lighting	CARE & SEP	IN HOUSE	A	M	M	M	M	M	M	M	M	M	M	M
Emergency Lighting	FACILITIES	IN HOUSE	M	A	M	M	M	M	M	M	M	M	M	M
Emergency Lighting	GATEHOUSE	IN HOUSE	M	M	A	M	M	M	M	M	M	M	M	M
Emergency Lighting	HEALTH ED	IN HOUSE	M	M	M	A	M	M	M	M	M	M	M	M
Emergency Lighting	KITCHEN VT	IN HOUSE	M	M	M	M	A	M	M	M	M	M	M	M
Emergency Lighting	LIVING	IN HOUSE	M	M	M	M	M	A	M	M	M	M	M	M
Emergency Lighting	SPORTSHALL	IN HOUSE	M	M	M	M	M	M	A	M	M	M	M	M
Emergency Lighting	VISITADMIN	IN HOUSE	M	M	M	M	M	M	M	A	M	M	M	M
Emergency Lighting	VISITORS	IN HOUSE	M	M	M	M	M	M	M	M	A	M	M	M
Emergency Lighting	RECEPTION	IN HOUSE	M	M	M	M	M	M	M	M	M	A	M	M
Fire Alarm Maintenance	RECEPTION	F&S	Q			Q			Q			Q		

Fire Alarm Maintenance	CARE & SEP	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	FACILITIES	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	GATEHOUSE	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	HEALTH ED	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	LIVING	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	KITCHEN VT	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	SPORTSHALL	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	VISITADMIN	F&S	Q			Q			Q			Q		
Fire Alarm Maintenance	VISITORS	F&S	Q			Q			Q			Q		
Fire Detection		CONTRACTOR	Q			Q			Q			Q		
Fire Detection/Alarm Testing	VISITORS	IN - HOUSE	Q			Q			Q			Q		
Fire Detection/Alarm Testing	FACILITIES	IN - HOUSE	Q			Q			Q			Q		
Fire Detection/Alarm Testing	GATEHOUSE	IN - HOUSE		Q			Q			Q			Q	
Fire Detection/Alarm Testing	RECEPTION	IN - HOUSE		Q			Q			Q			Q	
Fire Detection/Alarm Testing	VISITADMIN	IN - HOUSE			Q			Q			Q			Q
Fire Detection/Alarm Testing	KITCHEN VT	IN - HOUSE			Q			Q			Q			Q
Fire Detection/Alarm Testing	HEALTH ED	IN - HOUSE		Q			Q			Q			Q	
Fire Detection/Alarm Testing	SPORTSHALL	IN - HOUSE		Q			Q			Q			Q	
Fire Detection/Alarm Testing	CARE & SEP	IN - HOUSE			Q			Q			Q			Q
Fire Detection/Alarm Testing	LIVING	IN - HOUSE			Q			Q			Q			Q
Fire Detection/Alarm Testing	LIVING	IN - HOUSE	Q			Q			Q			Q		
Fire Detection/Alarm Testing	LIVING	IN - HOUSE	Q			Q			Q			Q		
Fire Detection/Alarm Testing	LIVING	IN - HOUSE		Q			Q			Q			Q	
Fire Detection/Alarm Testing	LIVING	IN - HOUSE		Q			Q			Q			Q	
Fire Extinguishers		F&S								A				
Pumps	CARE & SEP	IN HOUSE		B						B				
Pumps	FACILITIES	IN HOUSE			B						B			
Pumps	GATEHOUSE	IN HOUSE				B						B		
Pumps	HEALTH ED	IN HOUSE					B						B	

Pumps	KITCHEN VT	IN HOUSE						B						B
Pumps	LIVING	IN HOUSE	B						B					
Pumps	RECEPTION	IN HOUSE		B						B				
Pumps	SPORTSHALL	IN HOUSE			B						B			
Pumps	VISITADMIN	IN HOUSE				B						B		
Pumps	VISITORS	IN HOUSE					B						B	
Zip Water Boilers		IN HOUSE			A									
Inundation Points	CARE & SEP	IN HOUSE				B						B		
Inundation Points	HEALTH ED	IN HOUSE				B						B		
Inundation Points	LIVING	IN HOUSE				B						B		
Inundation Points	LIVING	IN HOUSE				B						B		
Inundation Points	LIVING	IN HOUSE				B						B		
Inundation Points	LIVING	IN HOUSE				B						B		
Inundation Points	LIVING	IN HOUSE				B						B		
Servery Extract Fans		IN HOUSE	B						B					
Laundry Equipment Maintenance		CONTRACTOR			B						B			
Lifts Maintenance - Passenger		THY		B						B				
Lightning Protection		CONTRACTOR								A				
Pressurisation Units		IN HOUSE		Q			Q			Q			Q	
Roller Shutters Maintenance		CONTRACTOR		B						B				
Shower Disinfection	VISITORS	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	HEALTH ED	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	FACILITIES	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	KITCHEN VT	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	GATEHOUSE	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	VISITADMIN	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	SPORTSHALL	AMPHIBIA		Q			Q			Q			Q	
Shower Disinfection	CARE & SEP	AMPHIBIA		Q			Q			Q			Q	
Mobile Platforms		CONTRACTOR						A						



[illegible]

[illegible]

LEGEND	W	Weekly
	F	Fortnightly
	M	Monthly
	Q	Quarterly
	B	6 Monthly
	A	Annually
	X	Other

## SCHEDULE 0

### Required Insurances

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]















































































## SCHEDULE 0

### Premium Costs Sharing Mechanism

For the purpose of this **Schedule 8 (Premium Costs Sharing Mechanism)**, unless the context otherwise required:

**"Actual Relevant Insurance Cost"** means the aggregate of the annual insurance premiums reasonably incurred by the Contractor to maintain the Relevant Insurance during the Insurance Review Period but excluding insurance premium tax and all broker's fees and commissions;

**"Base Cost"** means [REDACTED] being the amount as agreed and set out in the financial model which represents the insurance costs (which excludes amounts in respect of insurance premium tax and all brokers' fees and commissions) which are proposed to be incurred to maintain the Relevant Insurance in each Year following the Actual Opening Date, expressed in real terms as at the Bid Date;

[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]

**"Base Relevant Insurance"** means, the aggregate of the Base Costs which



**Cost"**

were (at Bid Date) projected to be incurred, to maintain the Relevant Insurance during the Insurance Review Period indexed by actual RPIX from the Bid Date up to the dates on which the Relevant Insurance was placed or renewed either immediately before or during the Insurance Review Period (as applicable in respect of the year in question) less any Base Relevant Insurance Reduction;

**"Base Relevant Insurance Reduction"**

the reduction to be made to the Base Relevant Insurance Cost in respect of a risk which has become Uninsurable or a term or condition which is no longer available and shall be an amount that is either:

- (a) the amount by which the Base Relevant Insurance Cost would have been a lesser amount had such a risk been Uninsurable or such a term or condition been unavailable at the Bid Date (which amount, for the avoidance of doubt, can be zero); or
- (b) if it is impossible to determine an amount pursuant to paragraph (a) above, an amount that is reasonable to be deducted from the Base Relevant Insurance Cost having due regard to:
  - (i) the amount by which the Actual Relevant Insurance Cost is less than it would have been as a result of the risk becoming Uninsurable, or the term or condition becoming unavailable (the "Actual Reduction");
  - (ii) the size of the Actual Reduction as a percentage of the Actual Relevant Insurance Cost immediately prior to the risk becoming Uninsurable, or the term or

condition becoming  
unavailable; and

(iii) the effects of RPIX since the  
Bid Date;

**"Bid Date"** the date on which the Contractor has fixed its  
price prior to appointment as the winning  
bidder;

**"Business Interruption  
Insurance"** shall bear the meaning ascribed to it in  
**Schedule 7 (Required Insurances);**

**"Construction Period  
Insurance"** means the Required Insurance in respect of the  
period from the date of this Contract to the  
Actual Opening Date;

**"Exceptional Cost"** means, for an Insurance Review Period, the  
extent to which there is an Insurance Cost  
Increase which exceeds in amount 30% of the  
Base Relevant Insurance Cost for that  
Insurance Review Period;

**"Exceptional Saving"** means, for an Insurance Review Period, the  
extent to which there is an Insurance Cost  
Decrease which exceeds in amount 30% of the  
Base Relevant Insurance Cost for that  
Insurance Review Period;

**"First Insurance Review  
Date"** means the first Business Day following the  
second anniversary of the Relevant Insurance  
Inception Date;

**"HMT"** means Her Majesty's Treasury;

**"Insurance Cost Decrease"** means the Insurance Cost Differential if the  
value thereof is less than zero, multiplied by  
minus one;

**"Insurance Cost Differential"  
or "ICD"** shall, subject to the Insurance Review  
Procedure, be determined as follows:-

$$ICD = (ARIC - BRIC) - (\pm PIC)$$

where:

ARIC is the Actual Relevant Insurance Cost;

BRIC is the Base Relevant Insurance Cost; and

PIC is any Project Insurance Change;

**"Insurance Cost Increase"** means the Insurance Cost Differential if the value thereof is greater than zero;

**"Insurance Cost Index"** means any index introduced by the United Kingdom Government or the Office of National Statistics after the date of this Contract and which is anticipated to be published annually to provide an independent and objective measure of changes in prevailing market insurance costs;

**"Insurance Review Date"** means the First Insurance Review Date and, thereafter, each date falling on the second anniversary of the previous Insurance Review Date, except where such date lies beyond the end of the Custodial Service Period, in which case the Insurance Review Date shall be the last renewal date of the Relevant Insurance prior to the end of the Custodial Service Period;

**"Insurance Review Procedure"** means the procedure set out in **paragraph 1 (Insurance Review Procedure)**;

**"Insurance Review Period"** means a two (2) Year period from the Relevant Insurance Inception Date and each subsequent two year period commencing on the second anniversary of the Relevant Insurance Inception Date except where the end of such period lies beyond the end of the Custodial Service Period, in which case the Insurance Review Period shall be the period from the end of the penultimate Insurance Review Period to the last day of the Custodial Service Period;

**"Joint Insurance Cost Report"** has the meaning assigned to it in **paragraph 1.2 (Insurance Review Procedure)**;

**"Portfolio Cost Saving"**

means any insurance cost saving which arises from the Contractor changing the placement of the Required Insurances from being on a standalone project-specific basis assumed at the date of this Contract and reflected in the Base Cost, to being on the basis of a policy (or policies) also covering risks on other projects or other matters which are outside the scope of the Project so as to benefit from portfolio savings A Portfolio Cost Saving is defined to be a positive sum and cannot be less than zero;

**"Project Insurance Change"**

means any net increase or net decrease in the Actual Relevant Insurance Cost relative to the Base Relevant Insurance Cost, arising from:

- (c) the claims history or re-rating of the Contractor or any Contractor Related Party;
- (d) the effect of any change in deductible unless the following applies:-
  - (i) such change is attributable to circumstances generally prevailing in the Relevant Insurance Market; and
  - (ii) the deductible, further to such change, is either greater than or equal to the maximum in **Schedule 7 (Required Insurances)**,
- (e) any other issue or factor other than circumstances generally prevailing in the Relevant Insurance Market, except for any Portfolio Cost Saving,

For the purpose of determining the Insurance Cost Differential, in the event that there is a net increase, the Project Insurance Change shall have a positive value. In the event that there is a net decrease the Project Insurance

Change shall have a negative value;

**"Relevant Insurance"**

means the Required Insurance and any other insurances as may be required by law other than:

- (a) Construction Period Insurance; and
- (b) Business Interruption Cover except to the extent that it relates to Unavoidable Fixed Costs;

**"Relevant Insurance Inception Date"**

means the date on which the Relevant Insurance is first providing active insurance cover to the Contractor, being a date no earlier than the Actual Opening Date; and

**"Relevant Insurance Market"**

means the insurance market which insures the majority of all PFI projects across all of the PFI sectors (as determined by the number of PFI projects). At the date of this Contract, the Relevant Insurance Market is in the United Kingdom.

**1. Insurance Review Procedure**

1.1 This procedure shall be used to determine whether the Authority shall bear any increase or benefit from any decrease in Relevant Insurance costs.

1.2 The Contractor's insurance broker shall prepare a report on behalf of both the Contractor and the Authority (the "Joint Insurance Cost Report"). The Joint Insurance Cost Report is to be prepared at the Contractor's expense, and should, as a minimum, contain the following information for the relevant Insurance Review Period:

1.2.1 a full breakdown of the Actual Relevant Insurance Cost;

1.2.2 a full breakdown of the Base Relevant Insurance Cost;

1.2.3 a spreadsheet (the "Insurance Summary Sheet") detailing separately:

1.2.3.1 the sum(s) insured/limit of indemnity (i.e. rateable factor) for each of the Relevant Insurances;

1.2.3.2 the premium rate for each of the Relevant Insurances;

- 1.2.3.3 the net premium paid (or to be paid) for each of the Relevant Insurances (i.e. excluding both insurance premium tax and brokers fees and commissions);
- 1.2.3.4 the deductible(s) for each Relevant Insurance; and
- 1.2.3.5 details of any claims (paid or reserved) (including incident date, type and quantum) in excess of [REDACTED] [REDACTED] being the amount stated in **clause 78.7 (Notification of Claims)**;
- 1.2.4 an assessment and quantification of each Project Insurance Change together with the reasons therefore;
- 1.2.5 full details of any Portfolio Cost Saving;
- 1.2.6 any other reasons that the Contractor believes may have caused a change (by way of increase or decrease relative to the Base Relevant Insurance Costs) in the Actual Relevant Insurance Cost;
- 1.2.7 the opinion of the Contractor's insurance broker as to the reasons why the Actual Relevant Insurance Cost has varied from the Base Relevant Insurance Cost, specifying the impact of each of the factors and quantifying the amount attributable to each factor specified above;
- 1.2.8 the calculation of the Insurance Cost Differential and any Exceptional Cost or Exceptional Saving arising from this calculation;
- 1.2.9 evidence satisfactory to the Authority (acting reasonably) of any changes to circumstances generally prevailing in the Relevant Insurance Market that are claimed to account for the Insurance Cost Differential; and
- 1.2.10 details of movements in the CBS Private Capital non marine index plus, if available from other appropriate sources, details of changes in insurance cost across the PFI market as a whole.
- 1.3 The Contractor shall procure that the Contractor's insurance broker, no later than the date which is ten (10) Business Days after the Insurance Review Date, delivers to the Authority, at the same time as it delivers to the Contractor, at least two copies of the Joint Insurance Cost Report. At the same time the Contractor should send a copy of the Insurance Summary Sheet to HMT private finance unit or its nominee. Following receipt of the Joint Insurance Cost Report, the Authority shall notify the Contractor in writing within fifteen (15) Business Days whether or not it accepts the Joint Insurance Cost Report including full details of any disagreement. If the Authority does not provide such notification

and/or details of any disagreement to the Contractor within fifteen (15) Business Days, the Authority shall be deemed to have accepted the Joint Insurance Cost Report. If the Authority disagrees with any item in the Joint Insurance Cost Report, the parties shall use their respective reasonable endeavours acting in good faith to agree the contents of the Joint Insurance Cost Report. If the parties fail to agree the contents of the Joint Insurance Cost Report within thirty five (35) Business Days from the date it was delivered to the Authority, the matter shall be resolved pursuant to **clause 80 (Dispute Resolution)**, provided always that references in **clause 80.4 (Identity of the Adjudicator)** to an Adjudicator shall be construed as references to an independent Insurance Adjudicator agreed by the parties or, in the absence of agreement, appointed by the President for the time being of the Chartered Institute of Arbitrators.

- 1.4 The Authority may make the Joint Insurance Cost Report available to any of its or HMT's agents or advisers for insurance cost verification, benchmarking or similar purpose.

## **2. Sharing of Exceptional Cost and Exceptional Saving**

- 2.1 If, following the completion of the Insurance Review Procedure, it is agreed or determined that there is an Exceptional Cost, the Authority shall within thirty (30) Days of completion of the Insurance Review Procedure make a one-off lump-sum payment to the Contractor equal to 85% of the Exceptional Cost.
- 2.2 If, following the completion of the Insurance Review Procedure, it is agreed or determined that there is an Exceptional Saving, the Contractor shall within thirty (30) Days of completion of the Insurance Review Procedure make a one-off lump-sum payment to the Authority equal to eighty five per cent 85% of the Exceptional Saving.
- 2.3 Following the completion of the Insurance Review Procedure, if it is agreed or determined that there is neither an Exceptional Cost nor an Exceptional Saving, any Insurance Cost Differential shall be borne by or benefit the Contractor.

## **3. Insurance Cost Index**

If at any time an Insurance Cost Index is published and intended for use in PFI contracts of a similar nature to this Contract, the parties shall meet with a view to agreeing:

- 3.1 its application to the Project, taking into account any relevant guidance issued by HMT; and
- 3.2 how a Portfolio Cost Saving may be accounted for when the Index is in use.

## **SCHEDULE 0**

### **Change Protocol**

#### **PART 1: DEFINITIONS AND INTERPRETATION**

1. For the purpose of this **Schedule 9 (Change Protocol)**, unless the context otherwise requires:

**"Approval Criteria"**

means the criteria against which any Stage 2 Estimate is to be judged by the Authority in determining whether it achieves Stage 2 Confirmation, which are:

- (a) whether the Stage 2 Estimate complies with the Authority's specifications for the High Value Change set out in the High Value Change Notice;
- (b) whether it has been demonstrated to the Authority's reasonable satisfaction that the Stage 2 Estimate provides value for money to the Authority;
- (c) whether any material changes or amendments to the relevant Project Documents or Financing Agreements as detailed pursuant to **paragraph 19.1.5 (Submission of Stage 2 Estimate)** are acceptable to the Authority, acting reasonably; and
- (d) whether the Authority, acting reasonably, is satisfied that the Stage 2 Estimate meets the Authority Requirements and/or the Authority Houseblock Requirements (as the case may be); and
- (e) whether the Stage 2 Estimate contains all the information required pursuant to **paragraph 19 (Submission of Stage 2 Estimate)** (or as otherwise agreed by the Parties);



<b>"Authority Confirmation"</b>	means a written confirmation issued by the Authority in respect of any Low Value Change in the form set out in Appendix 4;
<b>"Benchmarking Approach"</b>	means the process of benchmarking costs relating to a High Value Change in order to demonstrate value for money to the Authority in respect of any High Value Change;
<b>"BCIS Rates Database"</b>	means the most up to date online rates for labour, plant and material costs, as published by the building cost information service at <a href="http://www.bcis.co.uk">www.bcis.co.uk</a> ;
<b>"Change"</b>	means a Low Value Change, a Medium Value Change or High Value Change, as appropriate;
<b>"Change Notice"</b>	means a Low Value Change Notice, a Medium Value Change Notice or a High Value Change Notice (as the case may be);
<b>"Competitive Tendering Approach" or "CT Approach"</b>	means the process of competitive tendering of the costs of any works and/or services required in respect of a High Value Change in order to demonstrate value for money to the Authority in respect of any High Value Change;
<b>"Contract Relief"</b>	means relief from compliance with obligations under the Contract (including the obligations of the Contractor to meet the requirements set out in the Authority's Requirements or the Authority's Houseblock Requirements (as the case may be), or additional entitlements pursuant to <b>clauses 15 (Compensation Events), 15A (Houseblock Compensation Events), 66 (Relief Events) and 66A (Houseblock Relief Events)</b> ), in each case in connection with the implementation of any Change;
<b>"Contractor Change"</b>	means a change to the Works and/ or the Houseblock Works and/or the Custodial Service proposed by the Contractor in accordance with <b>paragraph 30 (Contractor Changes)</b> , and which is not required by a

	Change in Law;
<b>"Contractor Notice of Change"</b>	has the meaning assigned to it in <b>paragraph 30 (Contractor Changes)</b> ;
<b>"Estimate"</b>	means in respect of any: <ul style="list-style-type: none"> <li>(a) Medium Value Change, the fully costed and developed price for implementing that Medium Value Change developed by the Contractor;</li> <li>(b) High Value Change, a Stage 1 Estimate or a Stage 2 Estimate,</li> </ul> as appropriate;
<b>"High Value Change"</b>	means a change to the Works and/ or the Houseblock Works and/or the Custodial Service that is in the reasonable opinion of the Authority, likely to either cost more than [REDACTED] [REDACTED] [REDACTED] (Indexed) to implement, or require an adjustment to the Contract Price that is greater than ten per cent (10%), which may include the construction of a houseblock and/or any associated and ancillary facilities that, in the reasonable opinion of the Authority, is likely to exceed the cost thresholds in this definition;
<b>"High Value Change Notice"</b>	means a notice in the form set out in Appendix 3;
<b>"Independent Technical Adviser" or "ITA"</b>	means the independent technical adviser appointed in accordance with <b>paragraph 16 (Independent Technical Adviser)</b> ;
<b>"ITA Approach"</b>	means the appointment of an Independent Technical Adviser to demonstrate value for money to the Authority in respect of any High Value Change;
<b>"Lender DD Costs"</b>	has the meaning assigned to it in <b>paragraph 4.1.7 (Agreeing Cost Confirmation)</b> ;

**"Low Value Change"**

means a change to the Custodial Service that is in the reasonable opinion of the Authority, likely to require an adjustment to the Contract Price that is less than two point five per cent (2.5%) and will not require any capital expenditure which may include changes to the range/duration of programmes available to Prisoners, changes to the analytical services available to be used to assess Prisoners' needs, changes to the services provided to help Prisoners prepare for release at the end of their sentences, changes to the Escort Services or changes to the services provided to enable prisoners to maintain links with their family and others outside the Prison that, in the reasonable opinion of the Authority, is likely to cost less than the cost threshold in this definition provided that a re-role of the Prison shall not be a Low Value Change;

**"Low Value Change Cost Proposal"**

has the meaning assigned to it in **paragraph 4.1 (Agreeing Cost Confirmation)**;

**"Low Value Change Notice"**

means a notice in the form set out in Appendix 1;

**"LVC Implementation"**

has the meaning given to it in **paragraph 5.1 (Implementation of Low Value Changes)**;

**"Medium Value Change"**

means a change to the Works and/ or the Houseblock Works and/or the Custodial Service that is in the reasonable opinion of the Authority, likely to either cost less than [REDACTED] [REDACTED] [REDACTED] [REDACTED] to implement, or require an adjustment to the Contract Price that is less than ten per cent (10%) which may include the re-role of the Prison or a change in the type of Prisoners held at the Prison, the introduction of different technology at the Prison, changes to the range/duration of programmes available to Prisoners, changes to the analytical services available to be used to assess Prisoners' needs, changes to the services provided to

help Prisoners prepare for release at the end of their sentences, changes to the Escort Services or changes to the services provided to enable prisoners to maintain links with their family and others outside the Prison that, in the reasonable opinion of the Authority, is likely to be less than the cost thresholds in this definition;

**"Medium Value Change Notice"**

means a notice in the form set out in Appendix 2;

**"Operating Costs"**

means the costs relating to the operation of the Custodial Service;

**"Original Unit Construction Cost"**

means the labour, plant and material costs as set out in the BCIS Rates Database;

**"Project Management Fee"**

has the meaning assigned to it in **paragraph 15.1 (Project Management Fee)**;

**"Reference Price"**

means the reference price for the works and/or associated services required to meet the requirements of the High Value Change Notice as determined by the Independent Technical Adviser which shall include (as applicable) all costs (including professional fees and charges, overheads, profits and contingencies and explicitly including the pricing for any performance risks associated with implementing the Change based on the risk profile indicated by the Authority in **paragraph 14.2.5 (Request for High Value Changes)**) but shall exclude the price of any interest rate hedging arrangements;

**"Schedule of Wage Rates"**

means the schedule of labour/wage rates as set out in Appendix 5;

**"Stage 1 Confirmation"**

has the meaning assigned to it in **paragraph 18.1 (Stage 1 Confirmation)**;

**"Stage 1 Estimate"**

has the meaning assigned to it in **paragraph 17.1 (Stage 1 Estimate)**;

<b>"Stage 2 Confirmation"</b>	has the meaning assigned to it in <b>paragraph 20.1.1 (Stage 2 Confirmation)</b> ;
<b>"Stage 2 Estimate"</b>	has the meaning assigned to it in <b>paragraph 19.1 (Stage 2 Estimate)</b> ; and
<b>"Unit Lifecycle Maintenance Rates"</b>	means the unit lifecycle maintenance rates as set out in Appendix 7.

## **PART 2: GENERAL**

### **2. Authority Changes**

#### **2.1 Contractor Right to Object**

The Authority may propose Authority Changes in accordance with **paragraphs 3 (Request for Low Value Changes), 9 (Request for Medium Value Changes) or 14 (Request for High Value Changes)**. At any time prior to issue of an Authority Confirmation, approval of a Medium Value Change pursuant to **paragraph 12.1.1 (Authority Confirmation)** or a Stage 1 Confirmation, the Contractor shall be entitled to refuse to carry out such Authority Change (provided that the Contractor shall use its reasonable endeavours to decide whether to refuse an Authority Change as soon as reasonably practicable upon becoming aware of the relevant ground for refusal) if:

- 2.1.1 it requires the Works and/ or the Houseblock Works and/or the Custodial Service to be performed in a way that infringes any Legislation or is inconsistent with Good Industry Practice;
- 2.1.2 it would cause any Necessary Consent to be revoked (or would require a new consent to be obtained to implement the relevant change in the Works and/ or the Houseblock Works and/or Custodial Service which, after using reasonable efforts, the Contractor has been unable to obtain);
- 2.1.3 it would materially and adversely affect the Contractor's ability to deliver the Works and/ or the Houseblock Works and/or the Custodial Service (except those Works and/ or the Houseblock Works and/or Custodial Service which have been specified as requiring to be amended in any Change Notice) in a manner not compensated pursuant to **paragraphs 6 (Adjustments following Low Value Changes), 22 (Funding for Capital Expenditure), or 23 (Adjustments following Medium Value Changes and High Value Changes)**;
- 2.1.4 it would materially and adversely affect the health and safety of any person;
- 2.1.5 it would (if implemented) materially and adversely alter the nature of the Project (including its risk profile); and/or
- 2.1.6 the Authority does not have the legal power or capacity to require the implementation of the relevant Change.

## 2.2 **Withdrawal of Authority Change**

If the Contractor refuses any Change pursuant to **paragraph 2.1 (Contractor Right to Object)**, and it is agreed between the Parties or determined in accordance with the Dispute Resolution Procedure that the Contractor was entitled to so refuse, the relevant Change Notice shall be deemed to be withdrawn, and **paragraph 12.5 (Authority Confirmation)**, **18.4 (Stage 1 Confirmation)** or **20.4 (Stage 2 Confirmation)** shall apply as the case may be. The Contractor shall only be entitled to recover its reasonable costs from the Authority that are incurred up to the date on which it would have been reasonable for the Contractor to refuse the Change in accordance with **paragraph 2.1 (Contractor Right to Object)**.

## 2.3 **Change in Law**

Any Change required as a result of a Qualifying Change in Law shall be dealt with according to the principles set out in **clause 68 (Change in Law)**.

## 2.4 **Implementation**

Save as allowed in **paragraph 2.1 (Contractor Right to Object)**, the Contractor will promptly implement any Change requested by the Authority in accordance with the provisions of this **Schedule 9 (Change Protocol)**.

### **PART 3: LOW VALUE CHANGES**

#### **3. Request for Low Value Changes**

If a Low Value Change is required by the Authority, it shall notify the Contractor by submitting a duly completed Low Value Change Notice to the Contractor in respect of such Change.

#### **4. Agreeing Cost Confirmation**

4.1 The Contractor shall propose the cost of implementing the Low Value Change (the "Low Value Change Cost Proposal") within ten (10) Business Days (or such longer period as the Authority and the Contractor may agree), of receipt of the relevant duly completed Low Value Change Notice from the Authority. The Low Value Change Cost Proposal shall include:

- 4.1.1 details of any services required to deliver the Low Value Change, resources which will be required and timescales for delivery of such services;
- 4.1.2 any addition to or reduction in Operating Costs which will arise from the Low Value Change;
- 4.1.3 the total cost of the Low Value Change, expressed as a change to the Contract Price or Base Case, and calculated using the Schedule of Wage Rates;
- 4.1.4 whether any Contract Reliefs are required;
- 4.1.5 any impact on the provision of the Custodial Service;
- 4.1.6 any amendment required to this Contract and/or any Project Document or Financing Agreement as a result of the Low Value Change;
- 4.1.7 for all Low Value Changes resulting in (or reasonably anticipated to result in) an annual increase in Operating Costs of [REDACTED] [REDACTED] [REDACTED] or more, an indication of whether the Senior Creditors will require legal, technical and/or financial due diligence in respect of the proposed Low Value Change and, if so, the costs of such due diligence provided that the costs shall in no case exceed [REDACTED] [REDACTED] [REDACTED] [REDACTED] (Indexed) ("Lender DD Costs"). Where the Senior Creditors require such due diligence, the ten (10) Business Day time limit for preparation of the Low Value Change Cost Proposal shall apply from the date the Senior Creditors' technical adviser has given such approval (provided that such approval shall not be unreasonably withheld or delayed); and



- 4.1.8 an estimate of the timescale for implementation and completion of the proposed Low Value Change from receipt of the Authority Confirmation.
- 4.2 The Authority shall within ten (10) Business Days following receipt of the Low Value Change Cost Proposal:
  - 4.2.1 issue an Authority Confirmation;
  - 4.2.2 request a meeting to discuss the Low Value Change Cost Proposal (or parts of it); or
  - 4.2.3 withdraw the Low Value Change Notice in respect of the relevant Low Value Change,in each case by written notice to the Contractor.
- 4.3 If a meeting is requested by the Authority pursuant to **paragraph 4.2.2 (Agreeing Cost Confirmation)**, the Parties shall meet to discuss the Low Value Change Cost Proposal within five (5) Business Days following such request, and within a further fifteen (15) Business Days following such meeting the Authority shall:
  - 4.3.1 confirm its agreement to the Low Value Change Cost Proposal (which may have been amended as a result of discussions between the Parties) by issuing an Authority Confirmation;
  - 4.3.2 withdraw the Low Value Change Notice;
  - 4.3.3 reject the Low Value Change Cost Proposal on the grounds that it does not comply with the requirements of this **Schedule 9 (Change Protocol)**; or
  - 4.3.4 refer the matter for determination in accordance with the Dispute Resolution Procedure.
- 4.4 If no response is received from the Authority within any of the required timescales set out in **paragraph 4.2 (Agreeing Cost Confirmation)**, the Contractor shall give written notice to the Authority of its failure to respond. If no response is received from the Authority within a further fifteen (15) Business Days following the date the notice is received by the Authority, the Low Value Change Notice shall be deemed to be withdrawn.
- 4.5 The Authority Confirmation, once issued, shall be conclusive evidence that the costs and other details in relation to the proposed Low Value Change as set out in the Low Value Change Cost Proposal are agreed between the Parties.

- 4.6 The Parties acknowledge that where the dispute between them relates solely to Lender DD Costs, the Authority may either refer the matter for determination in accordance with the Dispute Resolution Procedure or withdraw the relevant Low Value Change Notice in its sole discretion. The Lender DD Costs once agreed or determined pursuant to this **paragraph 4.6 (Agreeing Cost Confirmation)** shall be fixed costs as between the Contractor and the Authority and the Authority shall have no liability to pay an amount in respect of the Lender DD Costs that is in excess of the Lender DD Costs so agreed or determined.

## 5. **Implementation of Low Value Changes**

- 5.1 Following receipt of the Authority's Confirmation, the Contractor shall implement the required change (the "LVC Implementation") within the timescales for implementation specified in the Low Value Change Cost Proposal or as otherwise agreed between the Parties.
- 5.2 The Contractor shall notify the Authority when it believes the LVC Implementation is complete.
- 5.3 During the period of LVC Implementation the specific Contract Reliefs and the amendments referred to in **paragraph 4.1.4 (Agreeing Cost Confirmation)** (if any), in each case as agreed and detailed in the Low Value Change Cost Proposal, shall apply.
- 5.4 If the Contractor fails to complete the LVC Implementation within the applicable timescales referred to in **paragraph 5.1 (Implementation of Low Value Changes)**, then subject to the terms of this Contract, Performance Points shall accrue pursuant to provisions of **Schedule 6 (Contract Delivery Indicators)**.
- 5.5 Subject to **paragraph 4.6 (Agreeing Cost Confirmation)**, at any time prior to the issue of the Authority Confirmation, any dispute between the Parties as to the costs or other details associated with a Low Value Change may be referred by either party to the Dispute Resolution Procedure.

## 6. **Adjustments following Low Value Changes**

- 6.1 The Base Case and/or Contract Price may be adjusted as a result of a Low Value Change only where such adjustment is approved in the Authority Confirmation. Any such adjustment shall be made in accordance with **clause 69 (Financial Adjustment)**.
- 6.2 No adjustments to **Schedule 5 (Payment Mechanism)** or to this Contract shall be made in respect of a Low Value Change unless otherwise agreed between the Parties.

7. **Records**

The Contractor shall keep a record of all Low Value Changes requested in each Contract Year by the Authority and all Low Value Change Cost Proposals and Authority Confirmations for a period of five (5) Years from the Termination Date or Expiry Date.

8. **Senior Creditors' Right to Comment**

The Senior Creditors shall have the right to comment on all Low Value Changes which give rise to an annual increase in Operating Costs greater than or equal to [REDACTED] [REDACTED]. Where the Senior Creditors (acting reasonably) procure legal, technical or financial due diligence in connection with any Low Value Change, all such due diligence costs reasonably and properly incurred shall be reimbursed by the Authority up to the fixed amount of the Lender DD Costs, agreed or determined pursuant to **paragraph 4.6 (Agreeing Cost Confirmation)**, within ten (10) Business Days of the Contractor submitting an invoice for the same to the Authority, together with evidence demonstrating these that costs have been reasonably incurred.

## **PART 4: MEDIUM VALUE CHANGES**

### **9. Request for Medium Value Changes**

If a Medium Value Change is required by the Authority, it shall notify the Contractor by submitting a duly completed Medium Value Change Notice to the Contractor in respect of such Medium Value Change, which shall include:

- 9.1 a specification of the works or services required, which may be either in substantially the same format and with similar detail as that provided in the Authority's Requirements or the Authority's Houseblock Requirements (as the case may be) or in sufficient detail to allow the design and pricing of a solution to the relevant Medium Value Change Notice;
- 9.2 a statement as to whether the Authority requires the Contractor to raise additional finance to fund the Medium Value Change, or alternatively if it would prefer to fund the Medium Value Change itself;
- 9.3 any collateral warranties required by the Authority in respect of the Medium Value Change; and
- 9.4 any cap on the Contractor's costs of preparing the Estimate and agreed by the Parties (acting reasonably) which may become payable under **paragraph 12.5 (Authority Confirmation)**.

### **10. Estimate**

Within twenty-five (25) Business Days (or such longer period as the Authority and the Contractor may agree) of the Contractor receiving a Medium Value Change Notice, the Contractor shall submit an Estimate, which shall include the following information:

- 10.1 detailed development programme for design and development, Authority review and approval, construction pricing (if any) and details of any Necessary Consents required;
- 10.2 details of how the Medium Value Change will be implemented and a detailed timetable for implementation;
- 10.3 details of any additional services which will be provided;
- 10.4 the proposed consultants, if any, (including the Senior Creditors' technical adviser) and sub-contractors which the Contractor intends to appoint to implement the Medium Value Change;
- 10.5 whether any Contract Reliefs are required during the implementation of the Medium Value Change;

- 10.6 any impact on the provision of the Works and/ or the Houseblock Works and/or Custodial Service;
- 10.7 any amendment required to this Contract and/or any Project Document and/or any Financing Agreement as a result of the Medium Value Change;
- 10.8 any Estimated Change in Project Costs that will result from the Medium Value Change;
- 10.9 any approval required from insurers;
- 10.10 outline costs and details for all inputs which will be required to implement the proposed Medium Value Change including any regulatory approvals, review and due diligence by the Senior Creditors and legal review of the proposed changes; and
- 10.11 the proposed method of certification of any construction or operational aspects of the Custodial Service or Works and/ or the Houseblock Works required by the Medium Value Change.

## 11. **Estimate Principles and Standards**

- 11.1 The following principles shall be applied by the Contractor in preparing the Estimate:
  - 11.1.1 the unit costs of any construction works required to implement the Medium Value Change shall be consistent with the Original Unit Construction Cost, uplifted using the BCIS index for construction cost inflation in the intervening period, or such other cost as may be agreed by the Parties;
  - 11.1.2 the unit costs of any extension to the Custodial Service and the unit costs of any additional Staff required (calculated on the basis of the Schedule of Wage Rates) to deliver such extension to the Custodial Service, shall be consistent with the existing unit costs of the Operating Sub-Contractor for the provision of such services at the date of the Estimate, or such other cost as may be agreed by the Parties;
  - 11.1.3 any lifecycle replacement and maintenance associated with additional works (or changes to the Works and/ or the Houseblock Works) shall be consistent with the lifecycle and maintenance profile of the Prison envisaged in **Schedule 2 (Contractor's Proposals)** including in terms of the replacement cycles for equipment provided that the Contractor shall reflect improvements in technology that can optimise whole life costs for the Authority, and the unit costs of such lifecycle

replacement and maintenance shall be consistent with Unit Lifecycle Maintenance Rates;

- 11.1.4 no additional mark-up or management fee shall be charged by the Contractor except that the Contractor may include the reasonable costs of any time reasonably incurred by its own staff in preparing the Estimate in accordance with the Schedule of Wage Rates and any reasonable external costs of the Contractor and its sub-contractors, (including the costs of consultants and advisers) in preparing the Estimate,

provided that, in assessing the costs in each case, the Parties shall have regard to the quality of any new building works and or custodial service levels which are required to implement any Change.

11.2 In providing the Estimate the Contractor shall:

- 11.2.1 use reasonable endeavours to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
- 11.2.2 demonstrate how any Capital Expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, reasonable foreseeable Changes in Law at that time have been taken into account by the Contractor; and
- 11.2.3 demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Medium Value Change concerned, has been taken into account in the amount which in its opinion has resulted or is required under **paragraph 10.8 (Estimate)**; and
- 11.2.4 provide written evidence of the Contractor's compliance with **paragraphs 11.2.1 to 11.2.3 (Estimate Principles and Standards)** (inclusive).

12. **Authority Confirmation**

- 12.1 Within twenty (20) Business Days following receipt of the Estimate, the Authority shall by notice to the Contractor:
  - 12.1.1 approve the Estimate;
  - 12.1.2 request a meeting to discuss the Estimate, giving details of areas which the Authority wishes to discuss;
  - 12.1.3 reject the Estimate on the grounds that it does not comply with the requirements of this **Schedule 9 (Change Protocol)**; or

- 12.1.4 withdraw the Medium Value Change Notice.
- 12.2 If the Authority approves the Estimate, the provisions of **Part 6 (Implementation and Payment)** shall apply.
- 12.3 If a meeting is requested by the Authority pursuant to **paragraph 12.1.2 (Authority Confirmation)**, the Parties shall meet as soon as reasonably practicable and in any event within fifteen (15) Business Days of the date of such request. Within a further fifteen (15) Business Days following such meeting, the Authority shall:
- 12.3.1 approve the Estimate (as the same may have been amended pursuant to the discussions between the Authority and the Contractor);
  - 12.3.2 withdraw the relevant Medium Value Change Notice;
  - 12.3.3 reject the Estimate on the grounds that it does not comply with the requirements of this **Schedule 9 (Change Protocol)**; or
  - 12.3.4 refer the matter for determination in accordance with the Dispute Resolution Procedure.
- 12.4 If the Authority rejects the Estimate the Authority shall not be liable to the Contractor for the payment of any costs incurred by the Contractor in preparing the Estimate.
- 12.5 If the Authority withdraws a Medium Value Change Notice, then provided the Contractor has complied with its obligations pursuant to **paragraph 10 (Estimate)**, the Authority shall pay to the Contractor the reasonable costs incurred by the Contractor in preparing the Estimate (including pursuant to **paragraph 11.1.3 (Estimate Principles and Standards)**, subject to any applicable cap agreed by the Parties pursuant to **paragraph 9.4 (Request for Medium Value Changes)**).
- 12.6 If no response is received from the Authority within the required timescales set out in **paragraphs 12.1 (Authority Confirmation)** or **12.3 (Authority Confirmation)** (as the case may be), the Contractor shall give written notice to the Authority of its failure to respond. If no response is received from the Authority within a further fifteen (15) Business Days following the date the notice is received by the Authority, the Medium Value Change Notice shall be deemed to be withdrawn and the provisions of **paragraph 12.5 (Authority Confirmation)** shall apply.
13. **Due Diligence**

- 13.1 The Contractor shall procure, to the extent reasonably practicable, that the Senior Creditors shall not withhold or delay any consents that are required pursuant to the Senior Financing Agreements to a Medium Value Change.
- 13.2 It is acknowledged that Changes (particularly where they involve a change to the Works and/ or the Houseblock Works or the Buildings) may require authorisation from the insurers under the Required Insurances. The Contractor shall notify the relevant insurance broker immediately upon any material Medium Value Change being agreed (materiality being judged in relation to the size and nature of the scope of the Medium Value Change).



## **PART 5: HIGH VALUE CHANGE**

### **14. Request for High Value Changes**

If a High Value Change is required by the Authority:

- 14.1 it shall, if reasonably practicable, ensure that the Contractor has early notification of a High Value Change and involve the Contractor in the development of the specification of the High Value Change; and
- 14.2 it shall notify the Contractor by submitting a duly completed High Value Change Notice to the Contractor in respect of such High Value Change, which shall include:
  - 14.2.1 a specification of the works or services required, which may be either in substantially the same format and with similar detail as that provided in the Authority's Requirements or the Authority's Houseblock Requirements (as the case may be) or in sufficient detail to allow the design and pricing of a solution to the relevant High Value Change Notice (the Contractor having been, if practicable, consulted on the drawing up of the specification prior to the issue of the High Value Change Notice);
  - 14.2.2 a statement as to whether the Authority requires the Contractor to raise additional finance to fund the High Value Change, or alternatively if it would prefer to fund the High Value Change itself;
  - 14.2.3 any collateral warranties required by the Authority in respect of the High Value Change;
  - 14.2.4 whether the Authority requires the Contractor to adopt the Benchmarking Approach, the ITA Approach or (where the High Value Change is to be implemented after the date of the Independent Engineer's Declaration only) the Competitive Tendering Approach PROVIDED THAT in relation to the Houseblock the Authority shall only be entitled to require the Contractor to adopt the Competitive Tendering Approach after the date of the Independent Engineer's Houseblock Declaration;
  - 14.2.5 an outline risk allocation matrix setting out the Authority's preferred risk allocation in respect of the High Value Change; and
  - 14.2.6 the time period for the Contractor's response.

### **15. Project Management Fee**

- 15.1 The Contractor may charge a project management fee in respect of any High Value Change for the time incurred by its own staff in project managing the development, procurement and implementation of the High Value Change (the "Project Management Fee").
- 15.2 The Project Management Fee will be based on actual time spent (validated by timesheet records) and calculated in accordance with the schedule of project management rates set out in Appendix 6.
- 15.3 The Parties shall seek to agree the Project Management Fee as part of the Stage 1 Estimate or the Stage 2 Estimate (as the case may be).
- 15.4 Subject to **paragraph 15.1 (Project Management Fee)**, the Contractor shall not separately charge any processing or project management costs as part of the Stage 1 Estimate or Stage 2 Estimate.
- 15.5 The Contractor shall be eligible for re-imbursement of any third party costs reasonably incurred by it (such as external technical, financial, legal or insurance advice) in preparing the Stage 1 Estimate, provided that:
  - 15.5.1 as soon as reasonably practicable, and in any event within fifteen (15) Business Days of the Contractor receiving the High Value Change Notice, the Contractor notifies the Authority of the amount of such reasonable third party costs; and
  - 15.5.2 the Authority approves (such approval not to be unreasonably withheld or delayed) such third party costs, within ten (10) Business Days of receipt of details of such third party costs.

## 16. **Independent Technical Adviser**

- 16.1 If the Authority specifies the ITA Approach pursuant to **paragraph 14.2.4 (Request for High value Changes)**, the Authority and the Contractor will jointly appoint an Independent Technical Adviser to assist in the processing of the High Value Change Notice. The terms of appointment of the Independent Technical Adviser will include:
  - 16.1.1 assisting the Authority and the Contractor in developing a Reference Price based on the specification set out in the High Value Change Notice; and
  - 16.1.2 reviewing and signing-off the Contractor's Estimates for reasonableness as part of the Stage 2 approval.
- 16.2 The Parties shall agree the allocation of responsibility for the costs of the Independent Technical Adviser.

- 16.3 As soon as reasonably practicable after serving the High Value Change Notice, the Authority and the Contractor shall instruct the Independent Technical Adviser to develop a Reference Price.

**17. Stage 1 Estimate**

- 17.1 Within fifty (50) Business Days (or such other period as may be specified in the High Value Change Notice) of the Contractor receiving a High Value Change Notice, or where the Authority has specified the ITA Approach, within fifty (50) Business Days of receiving the Reference Price, the Contractor shall submit an estimate (the "Stage 1 Estimate"), which shall include the following information:

- 17.1.1 an outline development programme for design and development, Authority review and approval, construction pricing (if any) and any Necessary Consents required;
- 17.1.2 details of any services which are to be delivered under the High Value Change Notice;
- 17.1.3 whether any Contract Reliefs are required during the implementation of the High Value Change;
- 17.1.4 any impact on the provision of the Custodial Service;
- 17.1.5 any Estimated Change in Project Costs that will result from the High Value Change;
- 17.1.6 outline costs and details for all inputs which will be required to implement the proposed High Value Change including any regulatory approvals, review and due diligence by the Senior Creditors, legal review of the proposed changes and any Project Management Fee likely to be incurred by the Contractor applicable to the Stage 1 Estimate;
- 17.1.7 the proposed method of certification of any construction or operational aspects of the works and/or service required by the High Value Change;
- 17.1.8 a detailed timetable for implementation ; and
- 17.1.9 any amendment required to this Contract, Project Document and/or Financing Agreement as a result of the High Value Change.

- 17.2 If, pursuant to **paragraph 14.2.4 (Request for High Value Changes)** the Authority specifies:

- 17.2.1 the ITA Approach, the Contractor shall in preparing the Stage 1 Estimate, use the Reference Price to calculate the Estimated Change in Project Costs associated with the High Value Change;
- 17.2.2 the Benchmarking Approach or the CT Approach, the Contractor shall in preparing the Stage 1 Estimate benchmark all costs (to the extent reasonably practicable) using benchmarks available from a reputable independent source that is generally recognised within the custodial sector and shall calculate any wage costs arising from the High Value Change on the basis of the Schedule of Wage Costs.

**18. Stage 1 Confirmation**

18.1 The Authority shall, within thirty (30) Business Days following receipt of the Stage 1 Estimate, by written notice to the Contractor:

- 18.1.1 confirm to the Contractor that it should proceed with developing a Stage 2 Estimate (the "Stage 1 Confirmation");
- 18.1.2 request a meeting to discuss the Stage 1 Estimate, giving details of areas which the Authority wishes to discuss;
- 18.1.3 reject the Stage 1 Estimate on the grounds that it does not comply with the requirements of this **Schedule 9 (Change Protocol)**; or
- 18.1.4 withdraw the High Value Change Notice.

18.2 If the Authority issues a Stage 1 Confirmation to the Contractor, the Authority shall pay the Contractor the Project Management Fee in respect of the Stage 1 Estimate in accordance with **paragraph 21 (Payment of Project Management Fee)**.

18.3 If a meeting is requested by the Authority pursuant to **paragraph 18.1.2 (Stage 1 Confirmation)**, the Parties shall meet as soon as reasonably practicable and in any event within fifteen (15) Business Days of the date of such request. Within a further fifteen (15) Business Days following such meeting, the Authority shall:

- 18.3.1 issue a Stage 1 Confirmation in respect of the Stage 1 Estimate (as it may have been amended pursuant to the discussions between the Authority and the Contractor);
- 18.3.2 withdraw the relevant High Value Change Notice;
- 18.3.3 reject the Estimate on the grounds that it does not comply with the requirements of this **Schedule 9 (Change Protocol)**; or

- 18.3.4 refer the matter for determination in accordance with the Dispute Resolution Procedure.
- 18.4 If the Authority rejects the Stage 1 Estimate the Authority shall not be liable to the Contractor for the payment of any costs incurred by the Contractor in preparing the Stage 1 Estimate.
- 18.5 If the Authority withdraws the High Value Change Notice, it shall pay the Contractor the Project Management Fee set out in the Stage 1 Estimate and any third party costs reasonably and properly incurred by the Contractor in the preparation of the Stage 1 Estimate.
19. **Stage 2 Estimate**
- 19.1 **Submission of Stage 2 Estimate**
- The Contractor shall within sixty (60) Business Days (or such longer period as may be agreed) of receiving the Authority's Stage 1 Confirmation, or if the Authority has specified the CT Approach in accordance with **paragraph 14.2.4 (Request for High Value Changes)**, on conclusion of the competitive tendering exercise set out in **paragraph 19.2 (Submission of Stage 2 Estimate)**), submit an estimate (the "Stage 2 Estimate"), which shall include:
- 19.1.1 a detailed solution;
  - 19.1.2 the proposed consultants and sub-contractors which the Contractor intends to appoint to implement the High Value Change;
  - 19.1.3 any Contract Reliefs that are required during the implementation of the High Value Change;
  - 19.1.4 any impact on the provision of the Custodial Service;
  - 19.1.5 any amendment required to this Contract and/or any Project Document or Financing Agreement as a result of the High Value Change;
  - 19.1.6 a final and fixed Estimated Change in Project Costs that result from the High Value Change which shall where the Authority has, in accordance with **paragraph 14.2.4 (Request for High Value Changes)**, specified:
    - 19.1.6.1 the Benchmarking Approach, be based on the results of the benchmarking exercise and include a report demonstrating that the unit rates for works and/or services required by the High Value Change fall within reasonable ranges compared to benchmarks available

from a reputable independent source that is generally recognised within the custodial sector;

19.1.6.2 the CT Approach, be based on the prices tendered by the preferred supplier(s); or

19.1.6.3 the ITA Approach, be based on the Reference Price (as it may have been updated during the preparation of the Stage 2 Estimate);

19.1.7 details of the Project Management Fee payable in respect of the Stage 2 Estimate;

19.1.8 any approval required from insurers;

19.1.9 any Necessary Consents required to implement the High Value Change;

19.1.10 the proposed method of certification of any construction or operational aspects of the works and/or services required by the High Value Change; and

19.1.11 a detailed timetable for implementation.

## 19.2 CT Approach

19.2.1 If the Authority has specified the CT Approach in accordance with **paragraph 14.2.4 (Request for High Value Changes)**, the Contractor shall, prior to submitting a Stage 2 Estimate pursuant to **paragraph 19.1 (Submission of Stage 2 Estimate)**:

19.2.1.1 agree with the Authority:

(a) (if appropriate) separate lots for the works and/or services in respect of the High Value Change;

(b) the competitive tendering process which the Contractor will follow in carrying out the competitive tendering exercise; and

(c) the evaluation criteria which will be applied to select the preferred supplier(s);

19.2.1.2 if practicable, invite at least three (3) tenders for each lot;

19.2.1.3 manage the competitive tendering process;

- 19.2.1.4 evaluate and, subject to **paragraph 19.2.2 (CT Approach)**, select the preferred supplier(s);
  - 19.2.1.5 negotiate and finalise appointments, but not appoint contractors until receipt of a Stage 2 Confirmation;
  - 19.2.1.6 manage the implementation of the works and/or services required; and
  - 19.2.1.7 following the conclusion of the competitive tendering exercise, submit a Stage 2 Estimate in accordance with **paragraph 19.1 (CT Approach)**.
- 19.2.2 The Authority shall have the right to approve the selection of the preferred supplier(s) following the conclusion of the competitive tendering process (and shall be offered a reasonable opportunity to do so prior to the Contractor preparing his Stage 2 Estimate).

## 20. **Stage 2 Confirmation**

- 20.1 Within thirty (30) Business Days following receipt of the Stage 2 Estimate, the Authority shall by notice to the Contractor:
- 20.1.1 confirm the Stage 2 Estimate (the "Stage 2 Confirmation");
  - 20.1.2 reject the Stage 2 Estimate, providing reasons why the Stage 2 Estimate has failed to meet the Approval Criteria; or
  - 20.1.3 withdraw the High Value Change Notice.
- 20.2 If the Authority issues a Stage 2 Confirmation, it shall pay the Contractor the Project Management Fee in accordance with **paragraph 21 (Payment of Project Management Fee)** and the provisions of **Part 6 (Implementation and Payment)** shall apply.
- 20.3 If the Authority rejects the Stage 2 Estimate pursuant to **paragraph 20.1.2 (Stage 2 Confirmation)**, the Contractor may re-submit the Stage 2 Estimate within a further thirty (30) Business Days following such rejection. The Authority shall, within thirty (30) Business Days:
- 20.3.1 issue a Stage 2 Confirmation in respect of the revised Stage 2 Estimate;
  - 20.3.2 reject the Stage 2 Estimate because it fails to meet the Approval Criteria (in which case no Project Management Fee in respect of the Stage 2 Estimate or other compensation shall be payable by the Authority to the Contractor); or

20.3.3 refer the matter for determination in accordance with the Dispute Resolution Procedure.

20.4 If the Authority withdraws the High Value Change Notice, it shall pay the Contractor the Project Management Fee set out in the Stage 2 Estimate and any third party costs reasonably and properly incurred by the Contractor in the preparation of the Stage 2 Estimate.

20.5 If the Authority rejects the Stage 2 Estimate and the Contractor, acting reasonably, believes that such rejection was not in accordance with **paragraph 20.3.2 (Stage 2 Confirmation)** the Contractor may refer the matter to the Dispute Resolution Procedure.

**21. Payment of Project Management Fee**

The Authority shall pay the Contractor the Project Management Fee:

21.1 in respect of the Stage 1 Estimate, if the Authority provides a Stage 1 Confirmation; and

21.2 in respect of the Stage 2 Estimate, if the Authority provides a Stage 2 Confirmation,

in each case within thirty (30) Days of receipt of a valid invoice from the Contractor, which the Contractor may issue following the Stage 1 Confirmation or Stage 2 Confirmation (as the case may be).



## **PART 6: HIGH VALUE AND MEDIUM VALUE CHANGE IMPLEMENTATION AND PAYMENT**

### **22. Funding for Capital Expenditure**

#### **22.1 Responsibility for Funding**

- 22.1.1 If an Estimate involves Capital Expenditure then the Authority shall be responsible for obtaining the necessary funding for such Capital Expenditure unless the Authority has requested (in any Medium Value Change Notice or High Value Change Notice)) that the Contractor obtain the necessary funding.
- 22.1.2 If the Authority makes a request pursuant to **paragraph 22.1.1 (Responsibility for Funding)**, the Contractor shall use its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure, on terms reasonably satisfactory to it and to the Senior Creditors.
- 22.1.3 The Contractor shall begin the process of obtaining funding as soon as reasonably practicable after receipt of the Medium Value Change Notice or High Value Change Notice containing the request to obtain funding.

#### **22.2 Failure to Obtain Funding for Capital Expenditure**

- 22.2.1 If the Contractor has used its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure, but has been unable to do so within forty (40) Business Days following the date on which the Authority confirmed the Estimate, then the Contractor shall have no obligation to carry out the Medium Value Change or the High Value Change, unless the Authority agrees within forty (40) Business Days following the end of such period to pay the costs for which funding is not available on the basis provided for in **paragraph 23.3 (Method of Payment of Authority Contribution)**.
- 22.2.2 If no response is received from the Authority within the forty (40) Business Day time period referred to in **paragraph 22.2.1 (Failure to Obtain Funding for Capital Expenditure)**, the Contractor shall give written notice to the Authority of its failure to respond. If no response is received from the Authority within a further ten (10) Business Days following the date the Contractor serves the notice on the Authority, or if the Authority refuses to pay the costs for which funding is not available, the Medium Value Change Notice or High Value Change Notice (as the case may be) shall be treated as having been withdrawn and **paragraph 12.4 (Authority Confirmation)**, **18.4 (Stage 1**

**Confirmation)** or **20.4 (Stage 2 Confirmation)** (as the case may be) shall apply.

**22.3 Authority Contribution to Funding**

The Authority may, at any time following the date on which the Estimate is confirmed, agree to meet all or, to the extent the Contractor has obtained funding for part of the Capital Expenditure, the remaining part of the estimated Capital Expenditure, provided that where the Contractor has already incurred costs in obtaining funding for all or part of the Capital Expenditure which the Authority subsequently elects to meet, such costs which have been reasonably and properly incurred shall be reimbursed by the Authority within thirty (30) Days following the receipt of an invoice in respect of the same from the Contractor.

**23. Adjustments following Medium Value Changes and High Value Changes**

**23.1 No Better No Worse**

Any adjustment to the Base Case, **Schedule 5 (Payment Mechanism)** or Contract Price which is necessary as a result of any Authority Change shall be calculated in accordance with **clause 69 (Financial Adjustments)**.

**23.2 Adjustment to Base Case**

**23.2.1** The Base Case shall be adjusted as a result of Low Value Change, a Medium Value Change or a High Value Change:

**23.2.1.1** where the estimated Operating Costs in relation to a Low Value Change, a Medium Value Change or High Value Change as contemplated by a Low Value Change Cost Proposal or an Estimate (as the case may be), when aggregated with the Operating Costs of all other Low Value Changes, Medium Value Changes or High Value Changes since the last re-run of the Base Case pursuant to this **paragraph 23.2.1.1 (Adjustment to Base Case)** [REDACTED]

[REDACTED] provided that where this occurs, the Base Case shall be updated to take account of all Low Value Changes, Medium Value Changes or High Value Changes which have been implemented in that Contract Year to date, and not just the Change which triggers the adjustment to the Base Case; and/or

**23.2.1.2** on early termination of this Contract so that the effect of any Low Value Changes, Medium Value Changes or High

Value Changes implemented up to the date of termination not already reflected in the Base Case in accordance with **paragraph 23.2.1.1 (Adjustment to Base Case)** can be included in any compensation on termination calculation pursuant to this Contract,

in each case at the Authority's cost, unless such update coincides with any update to the Base Case required pursuant to the Senior Credit Agreement, or unless the update falls within **paragraph 23.2.1.2 (Adjustment to Base Case)** other than as a result of Authority Default or termination pursuant to **clause 55 (Voluntary Termination by the Authority)** or **56 (Authority Break Points)** in which case the Contractor shall bear the cost of such update. Nothing in this **paragraph 23.2 (Adjustment to Base Case)** shall oblige the Authority to pay for the same Low Value Change, Medium Value Change or High Value Change twice.

23.2.2 Any revised Contract Price following any such update shall be invoiced and payable in accordance with **clause 45 (Payment Provisions)**.

### 23.3 **Method of Payment of Authority Contribution**

Where the Authority agrees to pay the capital costs for which funding is not available pursuant to **paragraph 22.2 (Failure to Obtain Funding for Capital Expenditure)** and/or **22.3 (Authority Contribution to Funding)**:

23.3.1 the Authority and the Contractor shall agree:

23.3.1.1 a payment schedule in respect of the payment of such sum reflecting the amount and timing of the costs to be incurred by the Contractor in carrying out the Medium Value Change or High Value Change to the extent borne by the Authority; and

23.3.1.2 where payment for part of a Medium Value Change or High Value Change reflects the carrying out of, or specific progress towards, an element within the Medium Value Change or High Value Change, an objective means of providing evidence confirming that the part of the Medium Value Change or High Value Change corresponding to each occasion when payment is due under the payment schedule has been duly carried out,

(such payment and evidence to be determined in accordance with the Dispute Resolution Procedure in the event of the Authority and the Contractor failing to agree as to its terms); and

- 23.3.2 the Authority shall make a payment to the Contractor within thirty (30) Days of receipt by the Authority of invoices presented to the Authority (complete in all material respects) in accordance with the agreed payment schedule (as the case may be, varied by agreement from time to time) accompanied by the relevant evidence (where applicable) that the relevant part of the Medium Value Change or High Value Change has been carried out.

#### 23.4 **Adjustments to the Payment Mechanism**

- 23.4.1 **Schedule 5 (Payment Mechanism)** shall be adjusted as a result of any Medium Value Change or High Value Change:

23.4.1.1 on and from date of the implementation of any Medium Value Change or High Value Change; and

23.4.1.2 when otherwise agreed to be required to enable Contract Delivery Indicators and/or Performance Points to be calculated,

provided that all such adjustments shall be carried out in accordance with **paragraph 23.4.2 (Adjustments to the Payment Mechanism)**.

- 23.4.2 Where an adjustment to **Schedule 5 (Payment Mechanism)** is required in accordance with **paragraph 23.4.1 (Adjustments to the Payment Mechanism)**:

23.4.2.1 **Schedule 5 (Payment Mechanism)** shall be updated to take account of any Medium Value Change or High Value Change, including where the number of Available Prisoner Place which shall be made available by the Contractor changes or the scope of the Custodial Service changes);

23.4.2.2 the termination levels specified in the definition of Contractor Default shall be adjusted pro-rata so as to ensure the risk profile of the Contractor remains the same following the change; and

23.4.2.3 the Contract Delivery Indicators and Performance Points shall be adjusted accordingly.

- 23.4.3 Where as a result of a Medium Value Change or High Value Change there is an increase in scope of the Custodial Service then:

23.4.3.1 the existing Contract Delivery Indicators will apply to the additional services being provided; and

- 23.4.3.2 the Parties shall negotiate in good faith to agree any changes necessary to the Performance Points to cover the additional services resulting from the change.

**24. Changes to the Project Documents**

The Parties shall negotiate in good faith to agree any amendments required to the Project Documents or any ancillary document to any Project Document as a result of any Medium Value Change or High Value Change, including those changes identified in the Estimate.

**25. Value for Money**

- 25.1 If the Contractor does not intend to use its own resources to implement any Authority Change, it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money (taking into account all relevant circumstances including, in particular, the requirements that the Contractor should not be worse off as a result of the implementation of the Authority Change) when procuring any work, services, supplies, materials or equipment required in relation to the Authority Change.

**26. Fixed Estimates**

The Parties agree that all Estimates shall be fixed when the Authority provides an Authority Confirmation or a Stage 2 Confirmation.

**27. Medium Value Change or a High Value Change Implementation**

- 27.1 Where the Authority confirms a Medium Value Change or a High Value Change, the Contractor shall implement the Medium Value Change or High Value Change (as the case may be) in accordance with the timescales agreed as part of the Authority's confirmation of any Estimate.
- 27.2 If the Contractor fails to implement the Medium Value Change or High Value Change in accordance with the agreed timescales then subject to the terms of this Contract, Performance Points shall accrue pursuant to the provisions of **Schedule 6 (Contract Delivery Indicators)**.

**28. Due Diligence**

- 28.1 The Senior Creditors shall have the right to carry out legal, financial, technical and insurance due diligence on the proposals for Medium Value Changes and High Value Changes. If the Senior Creditors need to procure legal, technical or funder due diligence, any due diligence costs incurred by the Contractor will, in the case of Authority Changes only, be reimbursed by the Authority within thirty (30) Days of the Contractor submitting an valid invoice for such costs, subject to the invoices being within an overall budget for due diligence agreed by the

Contractor with the Authority in advance of the due diligence being commissioned. The due diligence costs as a percentage of the overall value of the High Value Change should in no case exceed five per cent (5%).

- 28.2 It is acknowledged that Changes (particularly where they involve a change to the Works and/ or the Houseblock Works or the Buildings) may require authorisation from the insurers under the Required Insurances. The Contractor shall notify the relevant insurance broker immediately upon any material High Value Change being agreed (materiality being judged in relation to the size and nature of the scope of the High Value Change).

**29. Documentation and Monitoring**

All Low Value Changes, Medium Value Changes and High Value Changes shall, wherever practicable, be implemented under the existing terms of the Contract and the provisions of the Contract applying to the Works and/ or the Houseblock Works will apply to the carrying out of any additional works involved in processing changes during the Custodial Service Period, provided that the Parties may agree a deed of amendment to the Contract to deal with any bespoke terms and conditions in respect of Low Value Changes, Medium Value Changes and High Value Changes.

## **PART 7: CONTRACTOR CHANGES**

### **30. Contractor Changes**

30.1 If the Contractor wishes to introduce a change in the Works and/ or the Houseblock Works and/or Custodial Service, it must request a notice of change number ("**NOC**") from the Authority.

30.2 Upon receipt of a NOC, the Contractor shall serve a notice ("**Contractor Notice of Change**") on the Authority.

30.3 The Contractor Notice of Change must:

30.3.1 include the NOC provided by the Authority;

30.3.2 set out the proposed change to the Works and/ or the Houseblock Works and/or Custodial Service in sufficient detail to enable the Authority to evaluate it in full;

30.3.3 specify the Contractor's reasons for proposing the change to the Works and/ or the Houseblock Works and/or Custodial Service;

30.3.4 request the Authority to consult with the Contractor with a view to deciding whether to agree to the change to the Works and/ or the Houseblock Works and/or Custodial Service and, if so, what consequential changes the Authority requires as a result;

30.3.5 indicate any implications of the change to the Works and/ or the Houseblock Works and/or Custodial Service;

30.3.6 indicate, in particular, whether a variation to the Contract Price is proposed (and, if so, give a detailed cost estimate of such proposed change); and

30.3.7 indicate if there are any dates by which a decision by the Authority is critical.

30.4 The Authority shall evaluate the Contractor Notice of Change in good faith, taking into account all relevant issues, including whether:

30.4.1 a change in the Contract Price will occur;

30.4.2 the change affects the quality of the Works and/ or the Houseblock Works and/or Custodial Service or the likelihood of successful delivery of the Works and/ or the Houseblock Works and/or Custodial Service;

30.4.3 the change will interfere with the relationship of the Authority with third parties;

- 30.4.4 the financial strength of the Contractor is sufficient to perform the changed Works and/ or the Houseblock Works and/or Custodial Service; and
- 30.4.5 the change materially affects the risk or costs to which the Authority is exposed.
- 30.5 As soon as practicable after receiving the Contractor Notice of Change, the Parties shall meet and discuss the matters referred to in it. During their discussions the Authority may propose modifications or, subject to **paragraph 30.7 (Contractor Changes)**, approve or reject the Contractor Notice of Change.
- 30.6 If the Authority approves the Contractor Notice of Change (with or without modification), the implementation of the relevant change to the Works and/ or the Houseblock Works and/or Custodial Service shall be commenced in accordance with the timetable set out in the Contractor Notice of Change, or such other period as the Parties may agree. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract or any relevant Project Document which are necessary to give effect to the change to the Works and/ or the Houseblock Works and/or Custodial Service.
- 30.7 If the Authority rejects the Contractor Notice of Change, it shall not be obliged to give its reasons for such a rejection.
- 30.8 Unless the Authority's acceptance specifically agrees to an increase in the Contract Price, there shall be no increase in the Contract Price as a result of a change to the Works and/ or the Houseblock Works and/or Custodial Service proposed by the Contractor.
- 30.9 If the change to the Works and/ or the Houseblock Works and/or Custodial Service set out in the Contractor Notice of Change causes or will cause the Contractor's costs or those of a Sub-Contractor to decrease then the Contract Price shall be adjusted downwards in accordance with **clause 69 (Financial Adjustments)** to reflect the sharing in the decrease in costs sixty to forty (60:40) as to the Authority and the Contractor respectively.



































































## **SCHEDULE 0**

### **Review Procedure**

#### **1. Review Procedure**

##### **1.1 Application of Review Procedure**

This Schedule 10 (Review Procedure) shall apply whenever any item, documents or course of action are required to be reviewed, approved or otherwise processed in accordance with the Review Procedure.

##### **1.2 Submitted Items**

Each submission under the Review Procedure shall be accompanied by a copy of the document to be reviewed or a statement of the proposed course of action (the entire contents of a submission being a "Submitted Item"). In relation to each Submitted Item, the following procedure shall apply as soon as possible and, if the Submitted Item comprise a revised Construction Programme or revised Houseblock Construction Programme (as the case may be); or

1.2.1 within ten (10) Business Days of the date of receipt of a submission (or re-submission, as the case may be) of the Submitted Item to the Authority's Representative (or such other period as the Parties may agree), the Authority's Representative shall return one (1) copy of the relevant Submitted Item to the Contractor endorsed "no comment" or (subject to and in accordance with paragraph 1.3 (Grounds for Amendment)) "comments" as appropriate; and

1.2.2 if the Authority's Representative fails to return a copy of any Submitted Item (including any re-submitted Submitted Item) duly endorsed in accordance with **paragraph 1.2 (Submitted Item)**, within ten (10) Business Days (or within such other period as the Parties may agree in writing) of the date of its submission to the Authority's Representative, then the Authority's Representative shall be deemed to have returned the Submitted Item to the Contractor endorsed "no comment".

##### **1.3 Grounds for Amendment**

If the Authority's Representative raises comments on any Submitted Item in accordance with this paragraph 1.3 (Grounds for Amendment) he shall state the ground upon which such comments are based and the evidence or other information necessary to substantiate that ground. To the extent that the Authority's Representative comments on a Submitted Item other than on the basis set out in this Schedule 10 (Review Procedure) or fails to comply with the

provisions of this paragraph 1.3 (Grounds for Amendment) the Contractor may, in its discretion either:

- 1.3.1 request written clarification of the basis for such comments and, if clarification is not received within five (5) Business Days of such request by the Contractor, refer the matter for determination in accordance with the Dispute Resolution Procedure; or
- 1.3.2 at its own risk, and without prejudice to **clause 11 (Design Development)** proceed with further design or construction disregarding such comments.

## 2. **Further Information**

The Contractor shall submit any further or other information, data and documents that the Authority's Representative reasonably requires in order to determine whether he has a basis for raising comments or making objections to any Submitted Item in accordance with this **Schedule 10 (Review Procedure)**. If the Contractor does not submit any such information, data and documents, the Authority's Representative shall be entitled to:

- 2.1 comment on the Submitted Item on the basis of the information, data and documents which have been provided; or
- 2.2 object to the Submitted Item on the grounds that insufficient information, data and documents have been provided to enable the Authority's Representative to determine whether he has a legitimate basis for commenting or objecting in accordance with this **Schedule 10 (Review Procedure)**.

## 3. **Grounds of Objection**

- 3.1 The expression "raise comments" in this **paragraph 3 (Grounds of Objection)** shall be construed to mean "raise comments or make objections" unless the contrary appears from the context. The Authority's Representative may raise comments in relation to any Submitted Item on the grounds set out in **paragraph 2 (Further Information)** or on the grounds that the Submitted Item would (on the balance of probabilities) breach any Legislation or not be in accordance with any Necessary Consent, but otherwise may raise comments in relation to a Submitted Item only as follows:

- 3.1.1 in relation to any Submitted Item:

- 3.1.1.1 the Contractor's ability to perform its obligations under this Contract would (on the balance of probabilities) be adversely affected by the implementation of the Submitted Item; or

- 3.1.1.2 the implementation of the Submitted Item would (on the balance of probabilities) adversely affect any right of the Authority under this Contract or its ability to enforce any such right;
- 3.1.2 in relation to any Submitted Item submitted pursuant to **clause 4.2 (Changes to Project Documents)**:
  - 3.1.2.1 the Authority's ability to perform its obligations under this Contract would be adversely affected by the proposed course of action;
  - 3.1.2.2 the Authority's, the SFA's or the PCT's ability to carry out any of their statutory functions would (on the balance of probabilities) be adversely affected by the proposed course of action;
  - 3.1.2.3 the Education Provider's or the Healthcare Provider's ability to provide the Education Services or the Healthcare Services (as the case may be) would (on the balance of probabilities) be adversely affected by the proposed course of action;
  - 3.1.2.4 the proposed course of action would be likely to result in an increase to the Authority's liabilities or potential or contingent liabilities under this Contract;
  - 3.1.2.5 the proposed course of action would adversely affect any right of the Authority under this Contract or its ability to enforce any such right; or
  - 3.1.2.6 the Contractor's ability to perform its obligations under this Contract would be adversely affected by the proposed course of action;
  - 3.1.2.7 Not used
- 3.1.3 in relation to any proposed variation to the Construction Proposals relating to the Works or to the Houseblock Construction Proposals relating to the Houseblock Works (as the case may be):
  - 3.1.3.1 the Submitted Item would increase the likelihood of Deductions being made pursuant to **clause 45 (Payment Provisions)** and **Schedule 5 (Payment Mechanism)** following the relevant Contractual Opening Date or



Contractual Houseblock Opening Date (as the case may be); or

3.1.3.2 save where such proposed variation is necessitated due to a Qualifying Change in Law a Compensation Event or Houseblock Compensation Event (as the case may be) or an Authority Change, would lead to an increase in the Contract Price;

3.1.4 subject to paragraph 3.1.5 (Grounds of Objection), in relation to the submission of any revised Construction Programme or Houseblock Construction Programme (as the case may be) on the ground that the revised Construction Programme or Houseblock Construction Programme (as the case may be) would not (on the balance of probabilities) enable the Contractor to:

3.1.4.1 achieve the Actual Opening Date on or before the Contractual Opening Date or achieve the Actual Houseblock Opening Date on or before the Contractual Houseblock Opening Date (as the case may be);

3.1.4.2 provide either any Available Prisoner Place on or before the date for provision of such Available Prisoner Place specified in the Phase-In Timetable or provide any Houseblock Available Prisoner Place before the date for provision of such Houseblock Available Prisoner Place specified in the Houseblock Phase-in Timetable (as the case may be);

3.1.4.3 achieve the Actual Full Operation Date on or before the Contractual Full Operation Date or achieve the Actual Houseblock Full Operation Date on or before the Contractual Houseblock Full Operation Date (as the case may be);

3.1.4.4 complete the Post Completion Works on or before the Contractual Post Completion Works Acceptance Date or complete the Post Completion Houseblock Works on or before the Contractual Post Completion Houseblock Works Acceptance Date (as the case may be);

3.1.5 in relation to the submission of any revised Construction Programme or revised Houseblock Construction Programme (as the case may be) following any failure by the Contractor to:

- 3.1.5.1 achieve the Actual Opening Date on or before the Contractual Opening Date or achieve the Actual Houseblock Opening Date on or before the Contractual Houseblock Opening Date (as the case may be);
- 3.1.5.2 provide either any Available Prisoner Place on or before the date for provision of such Available Prisoner Place specified in the Phase-In Timetable or provide any Houseblock Available Prisoner Place before the date for provision of such Houseblock Available Prisoner Place specified in the Houseblock Phase-in Timetable (as the case may be);
- 3.1.5.3 achieve the Actual Full Operation Date on or before the Contractual Full Operation Date or achieve the Actual Houseblock Full Operation Date on or before the Contractual Houseblock Full Operation Date (as the case may be);
- 3.1.5.4 complete the Post Completion Works on or before the Contractual Post Completion Works Acceptance Date or complete the Post Completion Houseblock Works on or before the Contractual Post Completion Houseblock Works Acceptance Date (as the case may be);

on the grounds that such revised Construction Programme or revised Houseblock Construction Programme (as the case may be) would not (on the balance of probabilities) enable the Contractor, using all reasonable endeavours to achieve the Actual Opening Date or the Actual Houseblock Opening Date (as the case may be), provide any Available Prisoner Place or any Houseblock Available Prisoner Place, achieve the Actual Full Operation Date or the Actual Houseblock Full Operation Date (as the case may be) and/or complete the Post Completion Works or the Post Completion Houseblock Works (as the case may be) as soon as reasonably practicable;

- 3.1.6 in relation to any submission of an Initial Custodial Service Delivery Plan, an Annual Custodial Service Delivery Plan, any Operating Procedure or any Operational Staff Information, on the grounds that:
  - 3.1.6.1 the Submitted Item is not in accordance with Good Industry Practice;
  - 3.1.6.2 the performance of the relevant Custodial Service in accordance with the Submitted Item would (on the balance of probabilities):

- (a) be less likely to achieve compliance with relevant parts of the Authority's Requirements;
  - (b) have an adverse effect on the safety and/or security of any persons at the Prison; or
  - (c) would cause the Authority to incur material additional expense;
- 3.1.6.3 the Authority's, the SFA's or the PCT's ability to carry out any of their statutory functions would (on the balance of probabilities) be adversely affected by the Submitted Item;
- 3.1.6.4 the Education Provider's or the Healthcare Provider's ability to provide the Education Services or the Healthcare Services (as the case may be) would (on the balance of probabilities) be adversely affected by the Submitted Item; and/or
- 3.1.6.5 the Submitted Item would (on the balance of probabilities) if implemented, result in an inferior standard of performance of the relevant Custodial Service to the standard of performance required by the Custodial Service Specification and the Contractor's Operational Documents than the standard prior to such Submitted Item.

#### 4. **Effect of Review**

- 4.1 Any Submitted Item which is returned or deemed to have been returned by the Authority's Representative endorsed "no comment" may be complied with or implemented (as the case may be) by the Contractor.
- 4.2 Subject to **paragraph 1.3 (Grounds for Amendment)**, in the case of any Submitted Item, if the Authority's Representative returns the Submitted Item to the Contractor endorsed "comments", the Contractor shall comply with such Submitted Item after amendment in accordance with the comments unless the Contractor disputes that any such comment is on grounds permitted by this Contract, in which case the Contractor or the Authority's Representative may refer the matter for determination in accordance with **clause 80 (Dispute Resolution)**.
- Not used
- 4.3 Not used

- 4.4 The return or deemed return of any Submitted Item endorsed "no comment" shall mean that the relevant Submitted Item may be used or implemented for the purposes for which it is intended but, save to the extent expressly stated in this Contract such return or deemed return of any Submitted Item shall not otherwise relieve the Contractor of its obligations under this Contract nor is it an acknowledgement by the Authority that the Contractor has complied with such obligations.

## **5. Document Management**

- 5.1 The Contractor shall issue two (2) copies of all Submitted Items to the Authority's Representative and compile and maintain a register of the date and contents of the submission of all Submitted Items.
- 5.2 The Contractor shall compile and maintain a register of the date of receipt and content of all Submitted Items that are returned or deemed to be returned by the Authority's Representative.
- 5.3 No review, comment or approval by the Authority shall operate to exclude or limit the Contractor's obligations or liabilities under this Contract (or the Authority's rights under this Contract).

## **6. Variations**

- 6.1 Subject to paragraph 6.2 (Variations), no approval or comment or any failure to give or make an approval or comment under this Schedule 10 (Review Procedure) shall constitute an Authority Change save to the extent provided in this Schedule 10 (Review Procedure).
- 6.2 If, having received comments from the Authority's Representative, the Contractor considers that compliance with those comments would amount to an Authority Change, the Contractor shall, as soon as reasonably practicable and in any event within ten (10) Business Days of receiving comments from the Authority's Representative and before complying with the comments, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with Schedule 9 (Change Protocol). Any failure by the Contractor to notify the Authority that it considers compliance with any comments of the Authority's Representative would amount to an Authority Change shall constitute an irrevocable acceptance by the Contractor that any compliance with the Authority's comments shall be without cost to the Authority and without any extension of time.
- 6.3 No alteration or modification to the design, quality and quantity of the Works or the Houseblock Works (as the case may be) arising from the development of

detailed design or from the co-ordination of the design shall, subject to paragraph 6.1 (Variations), be construed or regarded as an Authority Change.

## SCHEDULE 0

### Financing Agreements

#### PART 1: INITIAL FINANCING AGREEMENTS

	Document
	Not used

#### PART 2: SENIOR FINANCING AGREEMENTS

	Document
1	Collateral Deed
2	Master Definitions Schedule
3	Accounts Agreement
4	Reimbursement and Indemnity Deed
5	Global Deed of Release
6	ProjectCo Debenture
7	Issuer Debenture
8	Holdco Debenture
9	Security Trust and Intercreditor Deed
10	Bonds
11	Bond Trust Deed
12	Paying Agency Agreement
13	Issuer ICSD Agreement
14	Issuer Effectuation Authorisation and Disposal Instruction
15	Subscription Agreement
16	AGE DSR Financial Guarantee
17	AGE Bond Financial Guarantees
18	AGM DSR Financial Guarantee
19	AGM Bond Financial Guarantees
20	Financial Guarantee Fee Letter (AGE)
21	Financial Guarantee Fee Letters (AGM)
22	Operation Contractor Direct Agreement
23	Building Contractor Direct Agreement
24	Funders' Direct Agreement
25	Assignment of Collateral Warranty
26	Issuer On-Loan Agreement
27	Bond Trustee and Security Trustee Fee Letter
28	ProjectCo Scots Law Account Security
29	Issuer Scots Law Account Security
	each of the Documents listed above as defined in the Master Definitions Schedule executed on or around the date of Financial Close by inter alia the Contractor, the Security Trustee, Assured Guaranty (Europe) plc and Assured Guaranty Municipal Corp.

### **PART 3: SUBORDINATED FINANCING AGREEMENTS**

	<b>Document</b>
1	Loan Notes Deed created by Groupco on 30 June 2010 (as amended and restated on or around the date of Financial Close)
2	Loan Notes Deed created by the Contractor on 30 June 2010 (as amended and restated on or around the date of Financial Close)

## **SCHEDULE 0**

### **Project Documents**

#### **PART 1: ORIGINAL PROJECT DOCUMENTS TO BE PROVIDED BY THE AUTHORITY**

	<b>Document</b>	<b>Parties</b>
1	This Contract	Authority, Contractor
2	Construction Sub-Contractor Warranty in favour of the Authority	Authority, Contractor, Construction Sub-Contractor
3	Operating Sub-Contractor Warranty in favour of the Authority	Authority, Contractor, Operating Sub-Contractor
4	Independent Engineer's Deed of Appointment	Authority, Project Company, Consultant
5	The Lease	Authority, Contractor
6	Statutory Notice under s.24 to 28 Landlord and Tenant Act 1954	Authority
7	Statutory Declaration under s.24 to 28 Landlord and Tenant Act 1954	Contractor
8	Deed of Surrender	Authority, Contractor



**PART 2: ORIGINAL PROJECT DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR**

	<b>Document</b>	<b>Parties</b>
1	Construction Sub-Contract	Contractor, Construction Sub-Contractor
2	Operating Sub-Contract	Contractor, Operating Sub-Contractor
3	Interface Agreement	Contractor, Construction Sub-Contractor, Operating Sub-Contractor
4	Architect collateral warranties in favour of Project Company	Consultant, Contractor, Construction Sub-Contractor
5	Construction Sub-Contract Parent Company Guarantee	Contractor, Construction Sub-Contractor Guarantor
6	Operating Sub-Contract Parent Company Guarantee	Contractor, Operating Sub-Contractor Guarantor
7	Management Services Agreement	Contractor, Holdco, Groupco, Serco Global Strategic Projects, part of Serco Limited
8	Construction Sub-Contractor Contingent Loan Agreement	Contractor, Construction Sub-Contractor
9	Lenders' Direct Agreement	██████████ ██████████ ██████████ ██████████ ██
10	Construction Sub-Contractor's Direct Agreement	Construction Sub-Contractor, Construction Sub-Contractor Parent Guarantor, ██████████ ██████████ ██████████ ██████████ (as agent and security trustee)
11	Operating Sub-Contractor's Direct Agreement	Operating Sub-Contractor, Operating Sub-Contractor Parent Guarantor, Contractor and ██████████ ██████████ ██████████ (as agent and security trustee)

### PART 3: HOUSEBLOCK DOCUMENTS TO BE PROVIDED BY THE AUTHORITY

	Document	Parties
1	Amending Agreement (including this Contract as amended and restated)	Authority, Contractor
2	Houseblock Construction Sub-Contractor Warranty in favour of the Authority	Authority, Contractor, Operating Sub-Contractor, Houseblock Construction Sub-Contractor
3	Letter from Operating Sub-Contractor in relation to the Operating Sub-Contractor's Duty of Care Deed in favour of the Authority	Authority, Operating Sub-Contractor
4	Independent Engineer's Houseblock Deed of Appointment	Authority, Contractor, Consultant
5	The Houseblock Lease	Authority, Contractor
6	Statutory Warning Notice under s.24 to 28 Landlord and Tenant Act 1954 in relation to the Houseblock Lease	Authority
7	Statutory Declaration under s.24 to 28 Landlord and Tenant Act 1954 in relation to the Houseblock Lease	Contractor
8	Deed of Variation in relation to the Lease	Authority, Contractor
9	Letter from the Authority in relation to the original Lenders' Direct Agreement	Authority, Contractor and [REDACTED] (as agent and security trustee)

#### PART 4: HOUSEBLOCK DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

	<b>Document</b>	<b>Parties</b>
1	Houseblock Construction Sub-Contract	Operating Contractor, Houseblock Construction Sub-Contractor
2	Operating Sub-Contract Amending Agreement including the Operating Subcontract as amended and restated	Contractor, Operating Sub-Contractor
3	Houseblock Construction Sub-Contract Parent Company Guarantee	Operating Sub-Contractor, Houseblock Construction Sub-Contractor Guarantor
4	Letter from Operating Sub-Contract Parent Company Guarantor	Contractor, Operating Sub-Contractor Guarantor
5	Operating Sub-Contract Parallel Loan Agreement	Contractor, Operating Sub-Contractor
6	Letter from Operating Sub-Contractor in relation to the Operating Sub-Contractor's Duty of Care Deed in favour of the senior creditors	Operating Sub-Contractor, Contractor and [REDACTED] (as agent and security trustee)

**PART 5: REFINANCING DOCUMENTS TO BE PROVIDED BY THE AUTHORITY**

	<b>Document</b>	<b>Parties</b>
1	Second Amending Agreement (including this Contract as amended and restated)	Authority, Contractor
2	Letter from Operating Sub-Contractor in relation to the Operating Sub-Contractor's Duty of Care Deed in favour of the Authority	Authority, Contractor, Operating Sub-Contractor

## PART 6: REFINANCING DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

	<b>Document</b>	<b>Parties</b>
1	Operating Sub-Contract Amending Agreement including the Operating Subcontract as amended and restated	Contractor, Operating Sub-Contractor
2	Operating Sub-Contractor Guarantor confirmation letter	Contractor, Operating Sub-Contractor Guarantor
3	Operating Sub-Contractor's Direct Agreement in favour of the Senior Creditors	Operating Sub-Contractor, Contractor, Security Trustee
4	Independent Engineer's Houseblock Collateral Warranty	Authority, Contractor, Consultant, Security Trustee
5	Direct Agreement	Authority, Contractor, Security Trustee

**SCHEDULE 0**

**NOT USED**

## SCHEDULE 0

### SOG E Report

#### SOG E REPORT YEAR - 08/09

<b>Contract details</b>	
Name of Site / Service to which this report relates	text
Type of service	text
Date of report	date
<b>User details</b>	
Name Job title	text
email	text
telephone number	text
Date	text
<b>Verification</b>	
Please name the internal reviewer of this data	text
Job Title	text
If an external verifier used please provide their name	text
Please provide a verification statement from the verifier	text
<b>Scope</b>	
What is the name of your contract	text
What are the functions of this contract	text
Have you excluded agency services?	yes / no
How many agencies have been excluded	number
Please explain why these agencies have been excluded	
<b>Staff and contractors</b>	
How many FTE employees	number
how many FTE contractors	number
How many FTE Agency staff	number
<b>Buildings and Estate</b>	
Total land area of your estate according to this contract	Hectares
What is the building floor space for this contract	m2
Total number of buildings within this contract	number
How many of these are office accommodation	number
How many are non-office or mixed sites	number
<b>New Builds</b>	
How many new build projects have been completed during the financial year	number
What is the total building floor space for new builds	m2
How many FTE employees work in the new build locations? (over and above existing site staff)	number
How many of these have had a BREEAM assessment	number
How many have achieved the BREEAM " excellent" standard	number
How many have received a BREEAM rating of " very good"	number
<b>Major refurbishments</b>	
How many refurbishment projects have been undertaken during the financial year	number
Total floor space of buildings refurbished during the financial year	m2
How many FTE have been required for this work (over and above normal operations)	number
How many of these have had a BREEAM assessment	number

How many have achieved the BREEAM " excellent" standard	number
How many have received a BREEAM rating of " very good"	number
<b>Timber</b>	
Do you measure compliance against the governments target for timber procurement	yes / no
What percentage of your timber purchases comply to the timber standards	%
If no do you have any other method of evaluating compliance with timber standards	text
<b>Emissions from road vehicles</b>	
<b>Baseline (05/06)</b>	
Baseline year If unable to provide data for 05 / 06	year
Please provide details of why it is not possible to provide data against the required baseline	text
Have you used the DEFRA corporate reporting method outlined in the guidance for your carbon emissions ? If not what other method have you used	yes / no
If not what method have you used	text
<b>Fleet</b>	
How many vehicles do you have in your fleet (allocated specifically for this contract)	number
How many of these vehicles do you own	number
How many of these vehicles do you lease	number
Operations Mileage	number
What is your total operations mileage for this contract	number
Please indicate the likelihood of meeting SOGE Carbon Emissions from road Vehicles target for 2010/11 (very likely, likely, unlikely, very unlikely)	text
Please provide a rationale for your response	text
<b>Transport by other means</b>	
What was your total administrative operations mileage undertaken on short haul flights?	Miles
What was your total administrative operations mileage undertaken on long haul flights?	Miles
What was your total administrative operations mileage undertaken on all flights?	Miles
What were your total carbon emissions arising from all flights?	Tonnes
What was your total administrative operations mileage undertaken using trains?	Miles
What was your total carbon emissions arising from rail based transport?	Tonnes
What was your total administrative operations mileage undertaken using taxi?	Miles
What were your total costs incurred using taxis?	£
What were your total carbon emissions arising from taxi based transport?	Tonnes
<b>Carbon neutrality</b>	
Do you offset carbon emissions in other areas?	Yes / No
Please provide details of mechanisms, projects , tonnage equivalent of carbon or carbon dioxide	text
Specifically do you offset any carbon emissions from offices	yes / no
Have you bought any "gold standard" offsets	Yes / No
<b>Sustainable Consumption and Production</b>	
<b>Waste arising &amp; recycling</b>	
Does the following response cover all parts of this contract ?	Yes / No
If not please detail omissions	Text
<b>Baselines (04/05)</b>	
Baseline year If unable to provide data for 04 / 05	year



Please provide details of why it is not possible to provide data against the required baseline	text
What are the total waste arisings for this contract	Metric Tonnes
What tonnage of the total waste arisings for this contract was sorted and collected to be recycled or composted	Metric Tonnes
How much of the total waste generated within this contract was collected and used for energy from waste ?	Metric Tonnes
<b>Current Consumption and Production</b>	
What are the total waste arisings for this contract	Metric Tonnes
What tonnage of your total waste arisings was sorted and collected to be recycled or composted in the financial year	Metric Tonnes
How much of the total waste generated within this contract was collected and used for energy from waste ?	Metric Tonnes
In your opinion what is the likelihood of this contract meeting SOGE waste arising targets for 2010 (very likely, likely, unlikely , very unlikely)	Text
Please provide rational for your response	text
<b>Procurement</b>	
Please provide monetary value of all outsourced operational contracts utilised within this contract	£k
Total number of outsourced operational contracts	Number
<b>Top 5 Value outsourced suppliers</b>	
In fulfilling the contract with NOMS please provide the following information for you top 5 outsourced providers	
<b>Company 1</b>	
Name	Text
Monetary value of contract	Text
What proportion of the service is carried out off -site	%
There are sustainability clauses within this contract	yes / No
Are there specific items identified with within the contract that provide a quick win (e.g. low wattage lightbulbs)	yes / No
There are systems in place to measure compliance with your sustainability goals	yes / No
<b>Company 2</b>	
Name	Text
Monetary value of contract	Text
What proportion of the service is carried out off -site	%
There are sustainability clauses within this contract	yes / No
Are there specific items identified with within the contract that provide a quick win (e.g. low wattage lightbulbs)	yes / No
There are systems in place to measure compliance with your sustainability goals	yes / No
<b>Company 3</b>	
Name	Text
Monetary value of contract	Text
What proportion of the service is carried out off -site	%
There are sustainability clauses within this contract	yes / No
Are there specific items identified with within the contract that provide a quick win (e.g. low wattage lightbulbs)	yes / No
There are systems in place to measure compliance with your sustainability goals	yes / No
<b>Company 4</b>	

Name	Text
Monetary value of contract	Text
What proportion of the service is carried out off -site	%
There are sustainability clauses within this contract	yes / No
Are there specific items identified with within the contract that provide a quick win (e.g. low wattage lightbulbs)	yes / No
There are systems in place to measure compliance with your sustainability goals	yes / No
<b>Company 5</b>	
Name	Text
Monetary value of contract	Text
What proportion of the service is carried out off -site	%
There are sustainability clauses within this contract	yes / No
Are there specific items identified with within the contract that provide a quick win (e.g. low wattage lightbulbs)	yes / No
There are systems in place to measure compliance with your sustainability goals	yes / No
<b>Biodiversity</b>	
Does SOGE biodiversity targets apply to sites within this contract?	yes / no
Does this response cover the all sites associated with this contract	yes / no
If not please detail any omissions and reasons fro these omissions	Text
Please detail total land holdings within this contract are covered under the biodiversity target	Hectares
How many SSSIs are there within this contract	number
In your opinion what is the likelihood of this contract meeting SOGE waste arising targets for 2010 (very likely, likely, unlikely , very unlikely)	Text
Please provide rational for your response	
<b>Water Consumption</b>	
Does the following response cover all parts of this contract	yes / no
If not please detail omissions and reasons for these omissions	text
What is the total land area of this contract covered by this water data	Hectares
Confirmation of Staff by this water data	FTE
Confirmation of visitors covered by this data	FTE
Confirmation of visitors covered by this data	FTE
Confirmation of offenders covered by this data	FTE
Confirmation of contractors / agency staff covered by this data	FTE
<b>Baseline (04/ )05 - Water Consumption</b>	
Baseline year if unable to provide data for 04 / 05	year
Please provide details of why it is not possible to provide data against the required baseline	text
What is the total water consumption of this contract	m3
What is the total water consumption for office locations within this contract	m3
What is the total water consumption for non- office locations within this contract	m3
Have water recycling mechanisms been put in place within this contract	yes / no
Use of recycling can be measured	yes / no
If yes, please provide additional information	
Have water reduction mechanisms been put in place within this contract	yes / no
If yes, please provide additional information	text
<b>Current - Water Consumption</b>	
What is the total water consumption of this contract	m3
What is the total water consumption for office locations within this contract	m3
What is the total water consumption for non- office locations within this	m3

contract	
Have water recycling mechanisms been put in place within this contract	yes / no
Use of recycling can be measured	yes / no
If yes, please provide additional information	
Have water reduction mechanisms been put in place within this contract	yes / no
If yes, please provide additional information	text
<b>Carbon Management / Energy Efficiency</b>	
In delivering this contract have you adopted a Carbon Trust Management Programme	yes / no
What is the scope of this programme in relation to this contract	text
How effectively has this programme supported you in carbon management	text
Is this contract signed up to the Carbon Trust's Energy Efficiency Programme	yes / no
What is the scope of accreditation in relation to this contract	text
How effectively has the scheme supported you in managing energy efficiency and carbon management	text
<b>EMS Coverage</b>	
Do you have EMS in place	yes / no
Are all the sites within this contract covered by an EMS certified to a recognised standard	yes / no
Indicate the number of sites within this contract covered by a non certified EMS	number
Indicate the number of sites within this contract working towards a certified EMS to a recognised standard	number
<b>People - volunteering / community service</b>	
Do you have an employee volunteering scheme	yes / no
How many days can a member of staff use for volunteering purposes	number
How many staff used work time for volunteering purposes	number
How many FTE days were utilised in this financial year	number
<b>People - Sustainability</b>	
Do all members of staff have training I how sustainability is incorporated into the operational delivery of the NOMS contract?	yes / no
How many Staff took part in sustainability training in the financial year	number
What percentage of staff are responsible for managing resources have sustainable objectives incorporated into their performance agreements	%
Do you use the Sustainable Procurement Taskforce flexible framework	yes / no
If not, what framework or methodology do you use ?	text
If yes, what level have you reached in respect of "people management "	text
If yes, what level have you reached in respect of "policy, strategy, and communications "	text
If yes, what level have you reached in respect of "procurement process"	text
If yes, what level have you reached in respect of "engaging suppliers"	text
If yes, what level have you reached in respect of "measuring results"	text

## SOGE Report

### Additional Information

Please provide additional information that assist in providing an overview of performance.

Report section	Significant change	Particular areas of interest	Issues that helped/hindered performance	Challenges/Barriers to improvement	Examples of good practice	Contract details for further information
Buildings and estates		Energy efficiency initiatives undertaken				
Emissions from Vehicles		Approach to carbon neutrality				
Consumption and reduction						
Procurement						
Biodiversity						
water						
Management systems						
People						
Waste management		Electrical items, hazardous waste				

## SCHEDULE 0

### Commercially Sensitive Information

#### PART 1: COMMERCIALLY SENSITIVE CONTRACTUAL PROVISIONS

<b>Column 1 - Commercially Sensitive Contractual Provisions</b>	<b>Column 2 - For period ending on date below:</b>
Definition of "Authority Default" paragraph (b)	The Expiry Date or the Termination Date if earlier
Definition of "Construction Indexation Adjustment Payment"	The Expiry Date or the Termination Date if earlier
Definition of "Contractor Default" paragraphs (l) and (m)	The Expiry Date or the Termination Date if earlier
Definition of "Contractor's Share"	The Expiry Date or the Termination Date if earlier
Definition of "Financing Default"	The Expiry Date or the Termination Date if earlier
Definition of "Houseblock Works Fee"	The Expiry Date or the Termination Date if earlier
Definition of "Qualifying Bank Transaction"	The Expiry Date or the Termination Date if earlier
Definition of "Threshold Equity IRR"	The Expiry Date or the Termination Date if earlier
Clause 16A.2 (Post Completion Houseblock Works)	The Expiry Date or the Termination Date if earlier
Clause 22.2.1 (Amount of Liquidated Damages)	The Expiry Date or the Termination Date if earlier
Clause 22.2.2 (Amount of Liquidated Damages)	The Expiry Date or the Termination Date if earlier
Clause 22A.2.1 (Amount of Liquidated Damages)	The Expiry Date or the Termination Date if earlier
Clause 22A.2.2 (Amount of Liquidated Damages)	The Expiry Date or the Termination Date if earlier
Clause 48.2 (Refinancing – Share of Gain)	The Expiry Date or the Termination Date if earlier
Clause 52A.6 (Termination of Houseblock	The Expiry Date or the Termination Date if

Construction Sub-Contract)	earlier
Clause 56.2 (Compensation on Termination on Authority Break Point Date)	The Expiry Date or the Termination Date if earlier
Clause 78.11.1.1 (Professional Indemnity Insurance)	The Expiry Date or the Termination Date if earlier
Clause 78.11.1.2 (Professional Indemnity Insurance)	The Expiry Date or the Termination Date if earlier
Clause 78.11A.1.1 (Professional Indemnity Insurance – Houseblock Works)	The Expiry Date or the Termination Date if earlier
Clause 78.11A.1.2 (Professional Indemnity Insurance – Houseblock Works)	The Expiry Date or the Termination Date if earlier
Clause 76.2 (Indemnities – Contractor Not Responsible)	The Expiry Date or the Termination Date if earlier
Clause 76.5 (Indemnities – Conduct of Claims)	The Expiry Date or the Termination Date if earlier
Clause 78.7 (Insurance – Notification of Claims)	The Expiry Date or the Termination Date if earlier
Clause 78.14 (Insurance – Reinstatement)	The Expiry Date or the Termination Date if earlier
Clause 78.16 (Insurance – Increase in Insured Amounts)	The Expiry Date or the Termination Date if earlier
Clause 98 (Houseblock Works Cap)	The Expiry Date or the Termination Date if earlier
Schedule 2 (Contractor's Proposals)	The Expiry Date or the Termination Date if earlier
Schedule 5 (Payment Mechanism)	The Expiry Date or the Termination Date if earlier
Schedule 7 (Required Insurances)	The Expiry Date or the Termination Date if earlier
Appendices to Schedule 9 (Change protocol)	The Expiry Date or the Termination Date if earlier
The Financial Model	The Expiry Date or the Termination Date if earlier
Schedule 40 (Excusing Causes)	The Expiry Date or the Termination Date if earlier
Schedule 41 (Houseblock Works Fee)	The Expiry Date or the Termination Date if

	earlier
Schedule 42 (Payments on Houseblock Termination)	The Expiry Date or the Termination Date if earlier

## PART 2: COMMERCIALLY SENSITIVE MATERIAL

<b>Column 1 - Commercially Sensitive Material</b>	<b>Column 2 - For period ending on date below:</b>
1.The Financial Models and Base Case in respect of the project	The Expiry Date or the Termination Date if earlier
2. The Financing Agreements	The Expiry Date or the Termination Date if earlier
3. Performance reports in respect of the provision of the Custodial Service in the 3 years prior to any request for information.	The Expiry Date or the Termination Date if earlier
4. Information relating to the costing mechanisms of the Contractor or any sub-contractor, including profit margins, overheads, overhead and profit element, preliminaries and payment terms.	The Expiry Date or the Termination Date if earlier
5. The Contractor's bid together with correspondence and clarifications arising during the bid process and other documents concerning negotiations between the Authority and the Contractor prior to the date of the Amending Agreement.	The Expiry Date or the Termination Date if earlier
6. Assessment and evaluation information relating to the Contractor's bid.	The Expiry Date or the Termination Date if earlier
7. Information on the Contractor's approach to the Works/Custodial Services/Houseblock Works including design information, method statements and programme analysis, together with, in the case of each of paragraph 6 to 9 above, equivalent information concerning any sub-contractor and the Contractor's negotiations and contractual arrangements with any sub-contractor.	The Expiry Date or the Termination Date if earlier
8. The limits of liability and levels of insurances set out in this Contract and any sub-contract.	The Expiry Date or the Termination Date if earlier
9. The Contractors bank account details.	The Expiry Date or the Termination Date if earlier



10. Any information provided pursuant to the Dispute Resolution Procedure.	The Expiry Date or the Termination Date if earlier
11. Details of any warning notices, Final Warning Notices and/or any Termination Notices.	The Expiry Date or the Termination Date if earlier
12. The provisions of the Interface Agreement, the Independent Engineer's deed of Appointment, the Independent Engineer's Houseblock Deed of Appointment and any Project Document to which the Authority is not a party.	The Expiry Date or the Termination Date if earlier
13. Any minutes regarding Site meetings, monitoring and inspection provided pursuant to Clause 14.7.2.3 (Site meetings, Monitoring and Inspection).	The Expiry Date or the Termination Date if earlier

## SCHEDULE 0

### Contractor Warranted Data

1. [REDACTED]
  - [REDACTED]  
[REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]  
[REDACTED]
  - [REDACTED]
  - [REDACTED]  
[REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]  
[REDACTED]
  - [REDACTED]  
[REDACTED]
  - [REDACTED]  
[REDACTED]
  - [REDACTED]  
[REDACTED]
  - [REDACTED]  
[REDACTED]  
[REDACTED]