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**SCHEDULE 12:**  
**SUSTAINABILITY**



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**1. Definitions**

1.1 For the purpose of this **Schedule 12 (Sustainability)**, unless the context otherwise requires:

**"Authority's Sustainability Policies and Strategies"** means the Authority's published policies and strategies on sustainability published on 'gov.uk' and other relevant documents published from time to time regarding sustainability, including Authority Policies;

**"Balanced Scorecard for Public Food Procurement"** means a scorecard showing those buying food or catering services for the public sector how to evaluate the cost of services against other criteria;

**"CITES"** has the meaning given to it in **paragraph 9.17 (Timber)**;

**"Contractor's Travel Plan"** means the detailed plan produced by the Contractor as part of its Mini-Competition and included within the Contractor's Proposals setting out how sustainability will be embedded in travel and transportation managed by the Contractor to meet the requirements in this **Schedule 12 (Sustainability)**;

**"Display Energy Certificate"** means a displayed certificate required by Legislation that shows the energy performance of public buildings, using a scale that runs from 'A' to 'G' (with 'A' being the most efficient and 'G' being the least efficient grade);

**"Ecological Impact Assessment"** means an information gathering exercise carried out which enables a local planning authority to understand the environmental affects of a development before deciding whether or not it should go ahead;

**"EMSs"** means an 'environmental management system', a system for managing an organisation's and/or property's environmental impacts;



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**"Energy Assessment Tools"**

means tools used to assess energy usage and including "TM22 2012", "Carbon Buzz" and "iSERVcmb";

**"Energy Efficiency Directive Article 6"**

means the 2012 [Energy Efficiency Directive](#) (2012/27/EU), which establishes a set of binding measures to help the EU reach its 20% energy efficiency target by 2020. Under the Directive, all EU countries are required to use energy more efficiently at all stages of the energy chain, from production to final consumption. To help EU countries implement the [Energy Efficiency Directive](#), the European Commission publishes guidance notes. Article 6 is available at: <https://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficiency-directive>;

**"Energy Performance Certificates" or "EPC"**

means the energy performance certificate required under Energy Performance of Buildings (England and Wales) 2012 and the minimum energy efficiency standard regulations, which rates how energy efficient a building is designed to be using grades from A to G (with 'A' being the most efficient grade and 'G' being the least efficient grade);

**"Environmentally Preferable"**

means goods and services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose;

**"FReM"**

means the 'Government Financial Reporting Manual' which is the technical accounting guide to the preparation of financial statements. There is a separate sustainability reporting guidance published each Year;

**"Government Buying Standards"**

means the minimum standards all government departments and their related organisations must meet when buying goods and services available at <https://www.gov.uk/government/collections/sustainable->



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[procurement-the-government-buying-standards-gbs](#) (as updated from time to time);

**"Greening Government Commitments"**

means the Government's targets and commitments to which the Authority subscribes and is mandated to report on as set out in the attached link: <https://www.gov.uk/government/collections/greening-government-commitments>;

**"ISO 14001"**

means a recognised EMS (as may be amended or replaced from time to time) to be maintained by the Contractor in accordance with this **Schedule 12 (Sustainability)**;

**"Key Plant and Equipment"**

means the key assets in a Building that have a significantly important role to play in the efficient use of energy or water, as documented as Exit Legacy Assets in the Recompensation Data and the Exit Plan in accordance with **Schedule 24 (Handover and Exit Management)**;

**"Monthly Usage Report"**

has the meaning given in **paragraph 13 (Utility (energy and water) Monitoring and Reporting)** of this **Schedule 12 (Sustainability)**;

**"Preliminary Ecological Assessment" or "PEA"**

means the first stage in any site assessment and includes an ecological desk study and an extended Phase 1 habitat survey;

**"Sustainability Officer"**

means the Contractor's trained and qualified main contact appointed pursuant to **paragraph 5.1 (Sustainability Officer)** who is responsible for managing and coordinating the development of the Sustainability Plan and the Contractor's compliance with this **Schedule 12 (Sustainability)**;



**"Sustainability Plan"**

means a detailed plan produced by the Contractor as part of its Mini-Competition setting out how sustainability will be managed by the Contractor and reported to the Authority to meet the requirements set out in this **Schedule 12 (Sustainability)**;

**"Volatile Organic Compounds"**

means a class of organic chemicals that are volatile and evaporate easily and may be harmful to the environment in certain circumstances;

**"Waste and Resources Action Programme's (WRAP) Hospitality and Food Service Agreement"**

means a voluntary agreement to support the sector in reducing waste and recycling available at <http://www.wrap.org.uk/content/hospitality-and-food-service-agreement-3> (as updated from time to time);

**"Waste Duty of Care"**

means the duty of care imposed under section 34 of the Environmental Protection Act 1990 on anyone who produces, imports, keeps, stores, transports, treats or disposes of waste or who acts as a broker and has control of waste, who must take all reasonable steps to ensure that waste is managed properly; and

**"Waste Hierarchy"**

has the meaning given to it in **paragraph 9.13.7 (Resource and Waste Prevention of Management)**.



## 2. Introduction

2.1 This Schedule should be read in conjunction with, and the Contractor's approach to sustainability should complement, the Authority's requirements set out in **Schedule 11 (Property and Facilities Management)**.

2.2 The Contractor should note that the Authority is committed to achieving the Authority's Sustainability Policies and Strategies, specifically managing energy and carbon emissions, water, waste and recycling, as well as the effective management of biodiversity on its estate.

## 3. Principle Requirements

3.1 The Contractor shall comply with, at a minimum, all reporting requirements on Greening Government Commitments and FReM targets and trajectories, including the Authority's own targets and performance monitoring as set out in the Authority's Sustainability Policies and Strategies.

3.2 The Contractor shall ensure the Services, the Prison, the Site and the Authority (with regards the Services, the Prison and the Site) are compliant with all relevant current and future environmental and energy Legislation.

3.3 The Contractor shall develop and maintain the Sustainability Plan, which shall include an energy and water management action plan for the monitoring and management of all energy consumed within the Site, in accordance with **paragraph 4 (Sustainability Plan)**.

3.4 The Contractor shall support and maintain the Authority's EMSs and shall implement systems based on a recognised standard, such as ISO 14001.

3.5 The Contractor shall take cognisance of any new Government initiatives or technology in sustainability or environmental management, in order to best advise the Authority on new systems, processes or technologies (etc.) which may be beneficial to the Authority's Sustainability Policies and Strategies.

## 4. Sustainability Plan

4.1 The Contractor shall develop, maintain and implement a Sustainability Plan in accordance with this **paragraph 4 (Sustainability Plan)**. The initial version of this plan produced as part



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of the Contractor's Mini-Competition (as such term is defined in the Framework Agreement) and included within the Contractor's Proposals shall subsequently be updated annually in accordance with **clause 24 (Annual Custodial Service Delivery Plan)**. The Contractor's plan shall:

- 4.1.1 set out actions to reduce energy and carbon emissions, water and waste and enhance biodiversity in line with recognised industry targets, the Authority's Sustainability Policies and Strategies and the targets in the Greening Government Commitment;
- 4.1.2 include targets (where applicable); and
- 4.1.3 interface between the Sustainability Requirements and other obligations in the Contract, including under **Schedule 11 (Property and Facilities Management)**.

4.2 The Contractor shall:

- 4.2.1 using the initial Sustainability Plan (included in the Contractor's Proposals), agree with the Authority the content, structure and format of the annual Sustainability Plan that will be submitted as part of the Annual Custodial Service Delivery Plan;
- 4.2.2 submit an updated Sustainability Plan for the Authority's approval within three (3) Months of the Service Commencement Date and thereafter, on or before the date which is three (3) Months after the Services Commencement Date and on or before 1 January in each subsequent Contract Year thereafter, in accordance with the requirements of **clause 24 (Annual Custodial Service Delivery Plan)**;
- 4.2.3 ensure that the Sustainability Plan complies with Government Buying Standards and the default standard within Annex III of the Energy Efficiency Directive Article 6. No deviations from these are permitted without the written approval of the Authority;
- 4.2.4 ensure that the Sustainability Plan complies with all current and future Government Sustainability Policies and Strategies and Legislation, including the Greening Government Commitments, and relevant instructions from the Authority from time to time, and sets out a strategy for meeting or improving on the targets set out in those commitments; and



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- 4.2.5 ensure that the Prison and Buildings on the Site meets BREEAM in accordance with the Authority's Sustainability Policies and Strategies.
- 4.3 The Sustainability Plan produced by the Contractor shall include (but is not be limited to) the approach by the Contractor to:
- 4.3.1 energy and water management, including its approach to identifying opportunities for improving energy and water efficiency, carbon reduction, strategy for automatic monitoring and targeting for each Building and the strategy for data collection, assurance, verification and reporting;
- 4.3.2 resource and waste prevention and management, including the Waste Hierarchy, segregation, minimising waste to landfill, energy from waste, increasing levels of recycling and measures to avoid single use plastics;
- 4.3.3 a food and food waste plan including as outlined in the "UK Food Plan (a plan for public procurement)" (available at <https://www.gov.uk/government/publications/a-plan-for-public-procurement-food-and-catering>), the Balanced Scorecard for Public Food Procurement and other Guidance (such as the Waste and Resources Action Programme's (WRAP) Hospitality and Food Service Agreement);
- 4.3.4 minimising travel and ensuring efficient and sustainable transport use in relation to operations under this Contract including reference to the creation, delivery of and periodic review of the Contractor's Travel Plan in line with its obligations under **paragraph 10 (Transport)**;
- 4.3.5 its strategy for climate change adaptation; and
- 4.3.6 maintaining and enhancing biodiversity.
- 5. Sustainability Officer**
- 5.1 The Contractor shall appoint, within three (3) Months of the Services Commencement Date, a Sustainability Officer who shall be responsible for:
- 5.1.1 managing and promoting sustainability in respect of the Services;
- 5.1.2 implementing the Sustainability Plan;



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- 5.1.3 identifying innovation, communication and behaviour change measures; and
- 5.1.4 monitoring and reporting of the Contractor's compliance with the Sustainability Requirements.
- 5.2 The Sustainability Officer shall advise the Authority on the following:
  - 5.2.1 reduction in running costs of the Prison and wider Site;
  - 5.2.2 measurement and improvement of the performance of the Prison and wider Site;
  - 5.2.3 empowerment of the Contractor's Staff to assist in meeting the Sustainability Requirements;
  - 5.2.4 development of actions to deliver the Sustainability Requirements; and
  - 5.2.5 reporting of performance of the Sustainability Requirements.
- 5.3 The Contractor shall notify the Authority in writing of the potential implications of not implementing the recommendations of any advice given by the Sustainability Officer.
- 6. **Sustainability Compliance**
  - 6.1 The Contractor shall ensure that its Operating Procedures and the Property and Facilities Management Services are performed in accordance with the Contractor's Sustainability Plan to achieve (to the extent reasonably practicable):
    - 6.1.1 reductions in carbon emissions from road vehicles and across the Prison and the wider Site as a whole, including Buildings;
    - 6.1.2 increases in energy efficiency of the Prison and the wider Site;
    - 6.1.3 reductions in water consumption of the Prison and the wider Site;
    - 6.1.4 reductions in waste of the Prison and the wider Site;
    - 6.1.5 increases in the proportion of energy sourced from low carbon sources of the Prison and the wider Site;



- 6.1.6 reducing to a minimum landfill and waste from energy and increases in recycling of the Prison and the wider Site;
  - 6.1.7 biodiversity management (where applicable) of the Prison and the wider Site; and
  - 6.1.8 the implementation of an accredited environmental management system such as ISO 14001.
- 6.2 The Contractor shall provide the availability of a professional BREEAM assessor service, provided by licensed BREEAM assessors on all matters relating to the BREEAM assessment of the Prison and the wider Site.

## 7. **Monitoring and Reporting**

- 7.1 The Contractor shall from the Services Commencement Date:
- 7.1.1 measure and collect all relevant data in accordance with the requirements set out in FrEM and the Greening Government Commitments, the requirements of this **Schedule 12 (Sustainability)**, and such other requirements as may be notified in writing to the Contractor by the Authority from time to time, and shall use and analyse the data measured and collected pursuant to prepare a report for the Authority;
  - 7.1.2 issue any such report to the Authority for the Monthly and quarterly periods as agreed between the Parties from time to time in each Contract Year, with the first such period running from the Services Commencement Date to the end of the quarterly period in which the Services Commencement Date occurs;
  - 7.1.3 provide management information on all waste materials managed by the Contractor on behalf of the Authority for each Building on the Site. The Contractor shall record that waste management information for each Building on the Site, including material tonnages (or part thereof), disposal methodology (landfill, energy from waste, anaerobic digestion, composting etc.), tonnages of specific waste streams directed to reuse and recycling, and service costs (and revenues where applicable). The Contractor shall submit the waste management information on a Monthly basis using the waste data collection template at **Appendix 1 (Waste Data Collection Template) of this Schedule 12 (Sustainability)** (which may be amended from time



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to time), or in a standardised format and timescale otherwise agreed in writing with the Authority; and

7.1.4 collect and analyse all data necessary, and in sufficient detail to monitor and report performance against the Sustainability Requirements. The Contractor shall use this data to create a Monthly waste report for each Building on the Site. The waste report, shall include the following information, set out for the relevant month and for the financial year to date:

7.1.4.1 tables and graphs which set out weights of each waste stream recycled, total waste, total recycled waste, total landfill waste;

7.1.4.2 variance from same period last financial year and target to be agreed between the Authority and Contractor and included in the Sustainability Plan;

7.1.4.3 forecasting and trend analysis; and

7.1.4.4 detail on the actions to be taken by the Contractor and the Authority to improve waste management. The Authority shall have regard to the actions but shall be under no obligation to carry out the actions.

7.2 The above report shall be made available to the Authority on a Monthly basis within fifteen (15) Business Days after the end of the relevant month and uploaded onto the CAFM.

7.3 The Contractor and the Authority shall meet on a Monthly basis (or other timescale agreed by the Contractor and the Authority) to discuss and agree the Site waste management approach (as defined in the Sustainability Plan).

7.4 The Contractor shall measure the waste and waste streams to be measured using a consistent and transparent methodology to be agreed with the Authority as part of the Sustainability Plan. Changes in the measurement methodology shall be made only with the prior written agreement of the Authority.



8. **Sub-Contractors**

8.1 The Contractor shall ensure that its Sub-Contractors comply with the obligations set out in the Sustainability Plan and the monitoring requirements set out in this **Schedule 12 (Sustainability)**.

9. **Energy and Water Management**

9.1 The Contractor shall be responsible for all utilities consumption. The Contractor shall ensure effective management of energy and water consumption and ensure that the consumption of utilities are minimised whilst maintaining the comfort of the users and residents of the Prison and that the provision of utilities shall be provided in accordance with the Authority's Sustainability Policies and Strategies.

9.2 The Contractor shall work with the Authority to meet the Authority's targets for reducing energy and water consumption and reducing carbon emissions.

9.3 The Contractor shall ensure that all energy and water-consuming plant and assets under its jurisdiction or control are maintained to operate at optimum efficiency and only running at times required to meet its obligations under this Contract;

9.4 The Contractor shall ensure all fuels, gas, electricity are used economically, in accordance with any Authority's Sustainability Policies and Strategies.

9.5 The Contractor shall provide and manage its own energy and water management and targeting software in order to provide all reports and volumetric data relating to energy and water consumption and efficiency and carbon management, including costs. The Contractor shall measure the energy and water efficiency of the Site against previous Years' performance and/or original energy / water efficiency predictions of the design, and across the estate and against the Authority's benchmarks, targets and normalised data such as Prisoner numbers and area.

9.6 The Contractor shall report the information ascertained as part of its requirements under the above **paragraph 9.5 (Energy and Water Management)** to the Authority in accordance with **paragraph 7 (Monitoring and Reporting) of this Schedule 12 (Sustainability)**.

- 9.7 The Contractor shall analyse the Prison's and the Site's energy and water consumption and costs and make recommendations to the Authority on how to improve the efficiency and performance of Buildings on a Monthly basis pursuant to **paragraph 7 (Monitoring and Reporting)**. This shall include all aspects of performance, for example no cost and low cost measures that the Authority may implement with the Authority's agreement installing low carbon or energy and water efficient technologies and enacting behavioural change. It may also include energy storage, demand side response techniques, and smart grid technologies. The Contractor's senior energy manager will meet with the Authority on a Monthly basis to discuss utility performance and proposals for improvement (at such times and dates as may be agreed by the Parties).
- 9.8 The Contractor shall keep a schedule of potential and recommended energy and water efficiency projects which could be implemented given the required funding, including the value of reduced energy or water use and carbon saving, pay-back, or other benefits. This shall be kept up-to-date in order that the Authority is able quickly match new funds to projects, should such funding become available.
- 9.9 The Contractor shall undertake annual energy and water audits of all key energy and water using plant and equipment for which it has responsibility. The Contractor shall submit audit reports to the Authority detailing run times, seasonal adjustments and energy and water usage along with recommendations to improve performance pursuant to **paragraph 7 (Monitoring and Reporting)**. The Contractor shall set out the costs of any recommendations, estimated financial savings, carbon savings, operation and maintenance savings and the timescale for implementation of the recommendation. The Contractor shall also identify Key Plant and Equipment which can be replaced to deliver energy and water savings and carbon emission reductions.
- 9.10 The Contractor shall operate a Building Management System in accordance with **paragraph 4.15 (Building Management System) of Schedule 11 (Property and Facilities Management)** and use such system to contribute to an analysis and summary of all smart meter data and report this to the Authority on a Monthly basis, detailing proactive management of the assets and savings made or identified pursuant to **paragraph 7 (Monitoring and Reporting)**.



**9.11 Energy Efficiency and Carbon Reduction**

9.11.1 The Contractor shall ensure it has a tool to measure carbon and the energy efficiency of the Prison and the Site against the original predictions of the design and shall use the tool to inform the overall Sustainability Plan, including, but not limited to:

9.11.1.1 performance against design stage and energy use;

9.11.1.2 measurement and verification process which details sub-meters and the mechanisms for dealing with any loss of data, assumptions or interpolations made in the case of missing or incomplete data;

9.11.1.3 initial baseline carbon and energy consumption;

9.11.1.4 actions to be taken to optimise energy consumption and reduce carbon emissions and ensure effective implementation, with clearly identified responsibilities of relevant parties;

9.11.1.5 final energy use and performance report (produced at close of each financial year); and

9.11.1.6 forecast energy use and associated carbon emissions for the Prison and the Site

9.11.2 The Contractor shall develop an approach to energy efficiency plan over the Contract Period and utilise best practice tools for continuous benchmarking, measurement and verification, and reporting protocols including but not limited to the use of Energy Assessment Tools.

**9.12 Energy Management Statutory Compliance**

9.12.1 The Contractor shall perform an audit, issue and display and renew the Display Energy Certificate at the Prison and the Site. All Display Energy Certificates must be displayed in line with applicable Legislation.

9.12.2 The Contractor shall ensure Energy Performance Certificates are provided, where required, in line with applicable Legislation.

**9.13 Resource and Waste Prevention and Management**

- 9.13.1 The Contractor shall be responsible for waste management at the Prison and shall work with the Authority to meet targets set for the reduction of waste; and to develop sustainable ways of achieving zero waste to landfill, minimising energy from waste and continuous improvements as advances in technology arise.
- 9.13.2 The Contractor shall provide information to the Authority, pursuant to **paragraph 7 (Monitoring and Reporting)**, on the methods of disposal of waste, showing clear evidence of using disposal methods which are Environmentally Preferable. The Contractor shall ensure that as much of the waste as possible will be re-used or recycled, rather than sent to landfill or used for energy recovery.
- 9.13.3 The Contractor shall ensure that the collection and disposal of non-hazardous and hazardous wastes meets with all applicable Legislation, including the use of appropriately licensed carriers, the completion of the Waste Duty of Care documentation and final disposal to a permitted waste facility that is permitted in accordance with Legislation.
- 9.13.4 To enable the Authority to comply with their responsibilities under the Waste Duty of Care, the Contractor shall provide to the Authority copies of waste carriers' licences for all carriers employed for the removal of non-hazardous wastes (including offensive wastes) and also copies of permits for final disposal facilities, applicable for the properties the service is provided to. The Contractor shall also retain copies of these documents for a minimum of two (2) Years from the date of issue and produce and present these to the Authority upon request.
- 9.13.5 The Contractor shall explore and make recommendations to the Authority for cost effective closed loop recycling opportunities for any material.
- 9.13.6 The Contractor shall ensure that the use of single use plastics are avoided wherever feasible and identify wastes that could be avoided to reduce product consumption by rethinking the need for use, re-use, repairing, refurbishing, leasing, and shall discuss waste avoidance options with the Authority. The avoidance of single use plastics will form part of the Sustainability Plan.



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- 9.13.7 The Contractor shall collect and dispose of all waste in line with the waste hierarchy below ("**Waste Hierarchy**") and in accordance with Good Industry Practice:
- 9.13.7.1 eliminate;
  - 9.13.7.2 reduce;
  - 9.13.7.3 re-use and repair;
  - 9.13.7.4 recycle or compost;
  - 9.13.7.5 recover (energy recovery); and
  - 9.13.7.6 dispose.
- 9.13.8 The Contractor shall provide a waste diversion report for the Month and cumulatively financial year to date pursuant to **paragraph 7 (Monitoring and Reporting)**.
- 9.13.9 The Contractor shall ensure that any construction waste is managed effectively in accordance with applicable Legislation.
- 9.13.10 A full auditable trail is required for all waste attributed to the Contractor and removed from the Site and this shall be produced and maintained by the Contractor. Waste handling and processing must be compliant with the Environment Agency Guidance, information about which can be found at: <http://www.environment-agency.gov.uk/business/topics/waste/default.aspx> (as updated from time to time).
- 9.13.11 The Contractor shall agree with the Authority the process relating to the retention of certificates of destruction of waste and shall make these certificates available to the Authority on request.
- 9.13.12 The Contractor shall ensure that its waste carriers and the Prison and the Site hold all relevant waste Consents and that these are renewed promptly. If at any time the waste carrier's licence or an environmental permit is withdrawn or revoked, the Contractor shall inform the Authority immediately and cease any further movement of waste by such carrier until such carrier becomes authorised again and holds the Consents required by Legislation.



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- 9.13.13 The Contractor shall ensure that transport carbon emissions are minimised by optimising waste collections and ensuring that waste transportation schedules are planned to reduce carbon emissions and/or using well maintained, low emission vehicles (e.g. electric vehicles).
- 9.13.14 The Contractor shall ensure that all the Contractor's Staff responsible for collecting waste are appropriately trained, are provided with any necessary equipment (including personal protection equipment) and adhere to the Authority's Policies.
- 9.13.15 The Contractor shall consider the potential for products to be re-deployed elsewhere, for example, when electrical and electronic products are no longer required, using the Authority's preferred re-use avenues, as notified by the Authority, as notified to the Contractor from time to time.
- 9.13.16 If any products are to be disposed of, this shall be done through an authorised treatment operator (as issued by the Environment Agency) with a focus on re-use, component recovery or material recovery in preference to recycling.
- 9.13.17 Prior to any waste removals from the Prison and Site a signed waste transfer note, season ticket or a hazardous waste consignment note must be prepared. The Contractor shall ensure that this documentation is completed correctly and submit consignee's returns to the producer as required by Legislation. It is recommended that the Contractor use the eDoc system. Details can be found at: <http://edoonline.co.uk/>.

9.14 **Resource and Waste Food and Catering Services**

- 9.14.1 Contractors providing food and catering services to Central Government Bodies are required to comply with the mandatory requirements of the Government Buying Standards for food and catering services; the "UK Food Plan (A plan for public procurement)" (available at <https://www.gov.uk/government/publications/a-plan-for-public-procurement-food-and-catering>), the Balanced Scorecard for Public Food Procurement; and any other Governmental requirements and Legislation; and are encouraged to meet the best practice criteria of the Government Buying Standards for food and catering services.



9.14.2 In its provision of catering and food as part of the Services, the Contractor shall develop an approach to food waste minimisation in accordance with Good Industry Practice and the best practice standard Government Buying Standards and with the Waste and Resources Action Programme's (WRAP) Hospitality and Food Service Agreement and comply with the aims of the Public Services (Social Value) Act 2012.

9.14.3 The Contractor shall report back to the Authority on compliance and the provenance of food and food ingredients at such times as the Authority shall request from time to time and within deadlines set by the Authority.

9.15 **Paper and Packaging Waste**

9.15.1 The Contractor shall all ensure that it and its Sub-contractors bring waste in line with Government initiatives by influencing packaging recovery and recycling rates, and so reduce the amount of packaging disposed into landfill; and influencing the amount of packaging actually used in the supply chain.

9.15.2 The Contractor shall ensure that products purchased contain a high proportion of recycled content wherever possible.

9.16 The Contractor shall reduce paper usage through behavioural change and the use of dedicated technologies. This shall include the Contractor and Sub-Contractors setting up their systems to default to double-sided printing when using the Authority's systems and when providing the Services.

9.17 **Timber**

9.17.1 The Contractor shall procure all timber and timber products from responsible sources in accordance with the Government Buying Standards including the UK Government Timber Procurement Policy (available at <https://www.gov.uk/government/collections/timber-procurement-policy-tpp-guidance-and-support>) or be recycled. No timber shall be procured if it is protected by international agreements such as the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("CITES") or if its composition or origin are not known.



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- 9.17.2 All timber and wood derived products must be compliant with all relevant Legislation e.g. EU Timber Regulations and with the requirements of the CITES.
- 9.17.3 The Contractor shall have in place throughout the Contract Period procedures to monitor and verify the procurement of all timber products and to ensure Government policies and Legislation are adhered to (including the UK Government Timber Procurement Policy (available at <https://www.gov.uk/government/collections/timber-procurement-policy-tpp-guidance-and-support>)). The information collected by the Contractor shall include:
- 9.17.3.1 the type of evidence used to verify compliance ("Category A" or "Category B");
- 9.17.3.2 if "Category A", the chain of custody ("CoC") certificate number and confirmation that the invoice and delivery note specifies "Category A" (as per the Forest Stewardship Council or Programme for the Endorsement of Forest certification) for each relevant product and CoC number; and
- 9.17.3.3 volume data.
- 9.17.4 The UK Department for Environment, Food and Rural Affairs which manages the Timber Procurement Policy provides checklists and templates for gathering this information. This information shall be held by the Contractor and provided to the Authority on request.
- 9.17.5 The Contractor shall ensure all timber is treated in accordance with the relevant British Standard from time to time.

9.18 **Hazardous Materials**

- 9.18.1 The Contractor's obligations with regards to hazardous materials are in accordance with the requirements of **paragraph 6 (Health & Safety Compliance) of Schedule 11 (Property and Facilities Management)**.
- 9.18.2 The Contractor shall avoid the use of hazardous substances including but not limited to substances which are radioactive, flammable, explosive, toxic, corrosive, bio hazardous, oxidisers, asphyxiates, pathogens or allergens.



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- 9.18.3 On the occasions where there are no alternatives, hazardous materials must be stored, used and disposed of in accordance with the instructions of the product, COSHH, and all relevant Legislation.
- 9.18.4 The Contractor shall ensure that all internal finishes, including solvents and paints are inert and meet best practice standards for using low levels of Volatile Organic Compounds during their manufacture.
- 9.18.5 The Contractor shall use products that contain low levels of solvents or are solvent-free, such as water-based paints, varnishes and/or glues.
- 9.18.6 The Contractor shall prohibit the use of lead-based paints and primers in delivering the Services.
- 9.18.7 The Contractor shall:
- 9.18.7.1 ensure that no substances prohibited by the Montreal Protocol are used at the Site in connection with any part of the Services;
  - 9.18.7.2 comply at all times with the Montreal Protocol in relation to the provision of the Services;
  - 9.18.7.3 carry out an audit to identify which (if any) substances prohibited under the Montreal Protocol are contained in any item of plant or equipment at the Site;
  - 9.18.7.4 if any items of plant or equipment containing any such substance(s) is/are identified at the Site pursuant to **paragraph 9.18.7.3 (Hazardous Materials)**, the Contractor shall:
    - (a) promptly inform the Authority and provide the Authority with a copy of the list of plant and equipment containing such substance(s); and
    - (b) remove, re-charge, maintain and/or phase out the use of such items of plant or equipment at the cost of the Contractor and in line with applicable Legislation.



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- 9.18.8 All materials procured for the Buildings shall contain or have been produced using no or low 'Ozone Depleting Potential' or 'Global Warming Potential' compounds, and be in compliance with the Montreal Protocol.
- 9.18.9 All refrigerants used within the Site shall have a 'Global Warming Potential' of less than five (5).
- 9.18.10 All equipment containing refrigerants shall be inspected, monitored and maintained by the Contractor in accordance with (i) obligations under the Energy Performance of Buildings (England and Wales) Regulations 2012 (including in particular the obligation to ensure that air-conditioning systems are inspected by an energy assessor at regular intervals not exceeding five Years) and (ii) the process adopted detailed within a dedicated maintenance strategy. Records and output reports shall be stored securely.
- 9.18.11 The Contractor shall ensure that that any refrigerants in use on the Site shall at all times comply with Legislation.

**10. Transport**

- 10.1 The Contractor shall work to reduce the amount of travel undertaken by the Contractor's Staff, Sub-Contractors and Third Parties by combining deliveries of goods to each Prison and the Site.
- 10.2 The Contractor shall monitor to benchmark the performance of the Prison and the Site and report as part of the Sustainability Plan on its overall transport usage against the Contractor's internal targets and the Greening Government Commitments targets.
- 10.3 The Contractor shall collect data on transport and shall make this available to the Authority on a Monthly basis.
- 10.4 The Contractor shall maintain records of actions taken to reduce the impact of transport. This will allow the Authority to share effective strategies across its regions.
- 10.5 The Contractor shall ensure that any vehicle used (or predominantly used) by the Contractor for the purpose of delivering the Services are in compliance with the Government Buying Standards for transport.



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10.6 The Contractor shall assess, review and report to the Authority on the impacts of travel under the Contract, in particular:

10.6.1 emission of greenhouse gases, and health impacts of other exhaust emissions (hydrocarbons, nitrogen oxides, carbon monoxide, Volatile Organic Compounds, particulates and other pollutants);

10.6.2 handling of various substances used in the maintenance of fleets;

10.6.3 waste, e.g. end of life vehicles, used oils, tyres, packaging, etc.;

10.6.4 spills of hazardous substances during accidents; and

10.6.5 impacts from commuting and business travel on work-life balance.

10.7 The Contractor shall implement initiatives for reducing vehicle emissions from travel associated with delivering this Contract. In particular, the Contractor shall:

10.7.1 adopt systems to reduce vehicle mileage;

10.7.2 use alternatively fuelled vehicles, where possible; and,

10.7.3 reduce single occupancy car commuting.

10.8 The Contractor shall provide information on actual mileage, costs and carbon dioxide equivalent emissions incurred in performance of this contract upon request from the Authority.

## **11. Sustainable Procurement**

11.1 The Contractor shall support the Authority in meeting Government commitments for sustainable procurement. The Contractor will buy sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.

11.2 In particular, the Contractor shall:

11.2.1 achieve 100% compliance with the Government Buying Standards;

11.2.2 develop mechanisms to understand and reduce supply chain impacts and risks;



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- 11.2.3 develop specifications which invite solutions (in particular by incorporation of award criteria and best practice in Government Buying Standards) which encourage innovation and give sufficient weight to sustainable considerations when awarding any sub-contract for the provision of the Services;
- 11.2.4 measure this in accordance with Government requirements (including the Government Buying Standards and the Greening Government Commitments), as amended from time to time, and in a format agreed with the Authority report on progress pursuant to **paragraph 7 (Monitoring and Reporting)**.
- 11.3 The Contractor shall collect and analyse all data necessary and in sufficient detail to monitor, report and improve performance against targets notified by the Authority and in accordance with the Government's property "Benchmarking Programme" and "State of the Estate Report". The Contractor shall provide this information on request of the Authority within two (2) Business Days.
- 12. Ecology, Biodiversity and the Natural Environment**
- 12.1 The Contractor shall ensure that all activities undertaken by the Contractor shall minimise, and where possible, avoid having an impact on the environment, including:
- 12.1.1 loss or fragmentation of habitat and species to new development / changes in land use;
- 12.1.2 inappropriate use, or lack of management of grounds and land (e.g. planting or failing to control non-native species, incorrect grass cutting regimes, use of pesticides and fertilizers, scrub encroachment, fire damage, the effects of ecological disturbance such as trampling, and illegal acts such as fly tipping);
- 12.1.3 direct and indirect sourcing of products from unsustainable sources (e.g. peat, aggregates, timber, food, water);
- 12.1.4 pollution of water courses with hazardous substances; and,
- 12.1.5 other pollution (e.g. waste emissions, air pollution and noise) which cause damage or disturbance to habitats and species.



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- 12.2 The Contractor shall include within the Sustainability Plan its approach to biodiversity management for the built and non-built environment, along with a Contractor's vision statement for biodiversity.
- 12.3 Where all or part of the Site has been identified as a designated site, nationally or locally, the Contractor shall carry out an Ecological Impact Assessment or Preliminary Ecological Assessment or similar with specific regards to any potential damaging operations which may be carried out on a Daily, weekly, Monthly or Yearly basis.
- 12.4 The Contractor shall comply with the Authority's duty to conserve biodiversity pursuant to the Natural Environment and Rural Communities Act 2006 Section 40 as if such duty applied to the Contractor itself.
- 12.5 The Contractor shall report any records, sightings or anecdotal data on the Site relating to any priority protected species as referenced in the Natural Environment and Rural Communities Act 2006 Section 41, to the Authority.
- 12.6 The Contractor shall submit, a proposed schedule of works that will complete and maintain planned and existing soft landscape works in line with the requirements for plans for Maintenance Services in **paragraph 4 (Maintenance Services) of Schedule 11 (Property and Facilities Management)**, and where applicable include a proposed replacement planting programme for dead, diseased and dying plants with native species material that will encourage and support pollinators and other native species.
- 12.7 The Authority shall use reasonable endeavours to provide training in the area of wildlife and countryside Legislation and statutory obligations to designated sites will be made available to the Contractor for those Contractor's Staff who have responsibility on soft landscape works and where Buildings maintenance staff have priority protected species on the Site. The Contractor shall submit an application for proposed Contractor's Staff to carry out the above training through the Authority's national Ecology Lead at the Authority's 'Shared Estate Sustainable Operations Team'.
13. **Utility (energy and water) Monitoring and Reporting**
- 13.1 The Contractor shall develop an approach for data collection (meter reading) and reporting for the Prison and the Site for consideration by the Authority within 3 (three) Months of the



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Service Commencement Date. The strategy shall include the Contractor's data assurance and verification process as well as methodology for estimated and apportioned data and reflect the requirements below.

- 13.2 The Contractor shall be responsible for taking main and sub-meter readings on a monthly basis, (this can be via smart meters) and shall provide all reports and volumetric data relating to utility consumption using the utilities data collection template at **Appendix 2 (Utilities Data Collection Template) of this Schedule 12 (Sustainability)** (which may be amended from time to time) or as otherwise required and agreed between the Authority and Contractor.
- 13.3 The Contractor shall report utility consumption for each Building forming part of the Prison and the Site on a Monthly basis ("the **Monthly Usage Report**"). The Contractor will submit a Monthly Usage Report in a form to be agreed between the Authority and Contractor during Mobilisation.
- 13.4 The Monthly Usage Report shall include the following information, set out for the relevant Month and for the financial year to date, in such form as is agreed between the Authority and Contractor prior to the Commencement Date:
- 13.4.1 actual electricity, gas and water consumption;
  - 13.4.2 other fuel use;
  - 13.4.3 total energy consumption and carbon emissions from energy use;
  - 13.4.4 variance from same period last year, rolling year, and against target,;
  - 13.4.5 actual cost, and variance from same period last year and target;
  - 13.4.6 forecasting and trend analysis; and
  - 13.4.7 identification of key factors accounting for variances of over and including 10% from last year (where not already reported) and proposed corrective action.
- 13.5 The Monthly Usage Report shall set out the utility consumption compared to a benchmark consumption agreed with the Authority during Mobilisation.



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- 13.6 The Monthly Usage Report shall identify priority initiatives for the forthcoming month, together with any assistance and permissions (including Consents) required from the Authority or Third Parties.
- 13.7 The Monthly Usage Report shall set out average occupancy information to take account of the Authority's staff, contractors, tenants and visitors. The occupancy data shall be updated by the Contractor at least quarterly.
- 13.8 The Monthly Usage Report shall be made available to the Authority on a Monthly basis within fifteen (15) Business Days after the end of the relevant Month.
- 13.9 The Contractor shall provide a fugitive emissions report to the Authority on a quarterly basis within twenty-one (21) Business Days of the end of the relevant quarter.
- 13.10 The Contractor shall develop and maintain a strategy for automatic monitoring and targeting for each Building to include whole Building fuel and water use and sub-metering for consideration by the Authority within three (3) Months of the Commencement Date. This shall form part of the Sustainability Plan.
14. **Utility Payment/Verification**
- 14.1 The Contractor shall comply with the relevant requirements set out in **Schedule 3 (Authority Third Party Contracts) and Schedule 14 (Payment Mechanism)** to ensure all utility payments are checked, processed and paid accordingly.



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**Appendix 1: Waste Data Collection Template**

The Waste Data Collection Template is set out overleaf.

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**Appendix 2: Utilities Data Collection Template**

The Utilities Data Collection Template is set out overleaf.

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