

DEPARTMENT OF JUSTICE - CUSTODIAL

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

The following words shall have the meanings defined below unless the context requires otherwise:

Contract Authority means Building Management and Works (BMW)

Department of Justice – Custodial (Formerly Department of Corrective Services (“DCS”)) means the Customer

Programmed Facility Management (“Programmed FM”) means the Contractor

Programmed Facility Management (“Programmed FM”) Representative means the nominated representative of Programmed FM who is responsible for Works being administered under the Contract and has the authority to issue instruction(s) and/or direction.

Site means the site as defined under the Contract and is interchangeable with Premises

Service means the service to be provided by the subcontractor as defined by the Contract and Letter of Award

Subcontractor(s) means the contractor (their personnel including subcontractors) being awarded the works by the Programmed Facility Management;

Works means the works awarded to the subcontractor by Programmed FM as defined by the Contract and the Letter of Award.

2 FACILITIES OPERATIONAL AND SECURITY PROCEDURES

The workplace for Subcontractor is also the Customer's workplace. It is an important requirement that Tenderers and Subcontractors are aware of and comply with rules and policies set down by the Programmed FM and the Department of Corrective Services.

3 SUBCONTRACTOR IDENTIFICATION

All DCS facilities are designated as being either OPEN or CLOSED.

Open facilities generally have similar security and access requirements to other agency facilities. They generally office accommodation and have some contact with the public.

Closed facilities have special security and access control requirements. Closed facilities include; prisons, prison farms, work campus Boronia Pre-release and Banksia Hill Detention Closed.

All Subcontractors who enter or seek any open or closed facility shall be properly identified by the responsible officer at the entry point of any such facility. The responsible officer shall satisfy himself or herself of the identity of the person seeking entry as a Subcontractor before allowing such entry.

The local orders of the relevant facility shall identify the responsible officer by position.

The Special Operations Group, Operational Standards Directorate will manage necessary police and security clearances.

4 DRESS STANDARDS

Prison coloured clothing is not to be worn by a Subcontractor when undertaking works within a facility.

Refusal of entry into a facility may occur if clothing apparel is similar to prisoner-issued clothing. Appropriate and adequate clothing shall be worn when working within a facility.

5 METHOD OF IDENTIFICATION

Where a Subcontractor carries out maintenance or similar works at multiple facilities, those Subcontractors may be issued a Department of Corrective Services identification clip-on ID by the Department of Corrective Services. Those Subcontractors have a responsibility to ensure safekeeping of Department of Corrective Services identification clip-on ID. A loss of the Department of Corrective Services clip-on ID must immediately be reported to the Prison Superintendent or the Detention Centre Superintendent of the nearest facility.

In addition the following proof of identification may be requested by the Department of Corrective Services prior to gaining entry to the facility;

- A recent photograph; and
- Name

No personnel of the Subcontractor shall be allowed entry to, or exit from, any facility without first being correctly identified by the Gatehouse responsible officer.

This clip-on photo ID card shall be issued to the Subcontractor and shall be worn by the Subcontractor on entry to any facility.

6 ENTRY AND EXIT PROCEDURES TO FACILITIES

6.1 PERSONNEL

All Subcontractors and their employees seeking entry to a facility shall firstly comply with the identification process.

Details of each person shall be recorded in the Facility Gatehouse Occurrence Book that is kept for that purpose at the entry point of each facility, and shall include the:

- name of the person seeking entry;
- company the person is representing while working within the facility;
- location of the work that the person will be undertaking within the facility;
- time of entry; and
- time of exit.

All movements by that person through the entry and exit points shall be recorded at the appropriate place in the Gatehouse Occurrence Book.

Movement through the entry and exit points shall be kept to an absolute minimum. Ideally there should be one entry and one exit recorded in the Gatehouse Occurrence Book per day.

If more than one of the Subcontractors personnel is expected to work in a facility and those personnel require escorting to the work location, no movement shall take place until such time as all personnel have arrived at the entry point and their details recorded in the Gatehouse Occurrence Book.

Any person seeking exit from the facility shall be allowed to do so only after the identification process in Clause 1.5.1 has been completed.

All personnel on entry or exit may be subject to a search in accordance with the Prison Act (1981), the Young Offenders Act (1994) and the WA Criminal Code.

Any person who refuses to submit to a search shall be subject to action in accordance with the Prison Act (1981), the Young Offenders Act (1994) and the WA Criminal Code.

The Prison Superintendent or the Detention centre Superintendent may refuse entry to any of the Subcontractor's personnel, and direct the removal of any person or vehicle or equipment at any time for security or other reasons.

6.2 VEHICLES AND EQUIPMENT

6.2.1 Vehicle Details

Details of any vehicles entering a facility shall be recorded in the appropriate Facility Occurrence Book along with the details of the driver (and any passenger) and shall include:

- The name of the driver;
- The name of the Company the driver represents;
- The registration number of the vehicle;
- The reason for entry;
- The time of entry;
- The time of exit.

6.2.2 Vehicle searches

All vehicles entering or leaving a facility will be subject to searches. Any articles that are considered a threat to security and are deemed not to be relevant to the reason requiring entry shall be removed prior to entry to the facility.

6.2.3 Tools and Equipment

Any tools required by the Subcontractor shall, where possible, be secured in a lockable carrier. That is in:

- A lockable tool box; or
- An enclosed and lockable vehicle compartment.
- Inventory of tool box contents

It is the responsibility of the Subcontractor to account for all tools and to report immediately any loss whilst in the facility.

Any Subcontractor who immediately reports the loss of any tool shall not be subject to any retributive process, because this is valuable to the good order and security of the facility.

6.2.4 Vehicle Immobiliser

Vehicles that are not fitted with an immobiliser shall not be permitted to enter any facility.

Any vehicle that enters a facility for the purpose of assisting that Subcontractor's work must, if it is left unattended, be locked and have the keys removed. In addition, drivers shall be required to immobilise their vehicle by using a recognised vehicle immobiliser.

6.2.5 Vehicle Ignition Keys

Where a vehicle enters a facility a spare set of keys shall be left at the entry point.

6.2.6 Mobile Equipment

Use of elevated work platforms within the Facilities will require prior work timing approval and risk assessment from the Prison Security Manager

6.2.7 Delays

The Subcontractor need to be aware that entry, exit and movement throughout a facility can be subject to delays caused by:

- Physical security checks and inspections;
- Daily routines;
- Staff prioritisation; or
- Emergencies.

6.2.8 Staff Escorts

Any work may require a Department of Corrective Services Officer escort for the duration of the works. On receipt of work instructions from Programmed FM, the Subcontractor is to contact the relevant Facility to request an escort. If an escort cannot be provided to allow the Subcontractor to complete any works within the time frame stated, the Subcontractor is to notify Programmed FM as soon as possible.

6.2.9 Mobile Phones

Mobile phones are not permitted in any DCS secure facility i.e. Prisons & detention centres.

6.2.10 IPAD Specifications and controls available for programmed devices.

DCS will not allow unlocked devices on to their sites. It is anticipated that a device will be required solely for DCS sites.

6.2.11 Communication

Where practicable there shall be no communication of any kind between the Subcontractor's personnel and prison inmates.

6.3 SECURITY CLEARANCE

All of the Subcontractor's employees wishing to enter a facility shall, before being allowed to do so, have the required National Criminal History Record Check (NCHRC). These documents are to be provided to Programmed FM on an annual basis. Notification of any changes to the employment status of Subcontractor personnel will need to be communicated to Programmed FM within one (1) week.

It is the responsibility of Programmed FM, in the first instance, to provide to the Department of Corrective Services complete and full identification details. Written consent of the Subcontractor will be necessary prior to Department of Corrective Services conducting National Criminal History Record Check (NCHRC).

For personnel not listed on the Department of Corrective Services – Approved ID master card system, notification to the institution security personnel is required forty-eight (48) hours in advance to obtain access to a facility.

6.3.1 Department of Correctional services induction / training

Induction Training will be mandatory for all persons that will need to access any offender management facility (i.e. prison, remand centre, detention centre or training centre) to undertake works as a part of either Routine Maintenance or Breakdown Repair Service or Low Value Maintenance and Projects.

Any persons who has undergone the Induction Training will not need to undergo further training, etc. However, persons are required to provide evidence of this training. In addition currency of NCHRC.

Persons who have not undergone Induction Training are required to attend the training.

Site specific Induction Training & Orientation will be required for all subcontractors wishing to enter the facility. Subcontractors are to contact the relevant facility to arrange an appropriate time and date with the specific site security manager.

This program will include security awareness in relation to:

- Tools
- Vehicles
- Vehicle keys
- Communication with offenders
- Working with offenders
- Designated areas
- Radio Operations
- Reporting procedures

- Emergency situation procedures
- Fire
- Riot
- Hostage
- Escape
- Confidentiality

6.3.2 Authorisation

The final authorisation and clearance for any Subcontractor employee to enter a facility is the responsibility of the respective Director in the Department of Corrective Services Operational Support Investigation Services, Integrity Services Division.

6.3.3 Termination Of Authorisation

The authorisation shall be for a period of 12 months from authorisation date or any other period as specified. This authorisation may be terminated at any time during that period.

In accordance with the Prison Act (1981), the Young Offenders Act (1994) and the WA Criminal Code, the Officer in Charge of any facility may, at any time, refuse entry to, or remove, any Subcontractor's employee who holds such authorisation from that facility.

Subcontractors are required to immediately advise Programmed FM and return all ID badges when a listed employee terminates from their company.

6.3.4 Security Audits

The Department of Corrective Services reserves the right to conduct further personnel security checks as deemed necessary.

Additionally the security officer or a person designated by the Prison Superintendent or Detention Centre Superintendent shall regularly conduct compliance checks of the security clearance system and entry and exit procedures.

6.3.5 Changes In Security Status

It is the responsibility of the Subcontractor to bring any changes to personal details (including previous convictions and any criminal charges pending of an employee) to the attention of Programmed FM, who in turn will bring it to the attention of the Department of Corrective Services immediately as and when Programmed FM becomes aware of such information.

6.3.6 Operational Security Requirements

Any Subcontractor who it is discovered has breached any operational or security requirement shall be subject to investigation and review.

6.3.7 Deliberate Breaches

In circumstances where a deliberate breach has been discovered, that employee's authorisation may be immediately suspended pending the outcome of any investigation.

At the completion of any investigation that employee will be subject to a review that would:

- Affect their continuing contract;
- Impose further or additional conditions; and/or
- Result in action being taken against them in accordance with the Prison Act (1981), the Young Offenders Act (1994) and the WA Criminal Code.

6.3.8 Negligent Breaches

In the circumstances whereby a breach has been discovered and has been deemed not to have been deliberate, any of the following may apply:

- the employee may be counselled;
- further training shall be undertaken;
- imposition of further or additional conditions; and/or
- In the circumstances whereby further negligent breaches occur it could result in the termination of authorisation to work in a facility.

6.3.9 Photographs

Subcontractor's employees wishing to take photographs of any aspects of the facilities shall apply to the specific Facility Superintendent, Security Manager or delegated authority. If approval is given, the subcontractor may take photographs on the condition that all photographs taken are presented to the Facilities delegated authority for review prior to any photographs being released to the subcontractors.

6.3.10 Security Levels (Zones and Personnel)

The tasks to be performed by the Subcontractor within facilities are many and varied and, as such, will attract differing levels of security.

To enable a formal security system to be implemented it is necessary for each facility, particularly closed facilities, to identify and list all areas of the facility in specific security classifications. For example, the control room of each facility, with all of its attendant security equipment, would be listed in the highest security classification, whilst staff dining/recreation areas would be at the low end.

Three main location classifications will be identified as:

- High;
- Medium; and
- Low.

Essentially this system should be operated as assistance to the Department of Corrective Services and not a hindrance. The categories exist mainly to identify that there is a difference and to enhance security awareness.

The ideal situation is for all personnel to have the highest level of security clearance. The obvious result in this is that all personnel of the Subcontractor could work anywhere within the system. Practicalities negate this. However, it should also be made clear that each category does not have a quota and the Subcontractor should not be classified on the basis of too few/many numbers in any particular section.

6.4 DEED OF CONFIDENTIALITY

On the award of contract the tenderer must ensure all their personnel that will be accessing a Department of Corrective Services premises complete the Deed of Confidentiality.

6.5 SECURITY OF PREMISES

Carry out the work under the Contract in such a manner that maximum security of the premises is maintained at all times.

If, in the opinion of the Programmed FM at any period of the Contract and during all non working hours maximum security cannot be maintained, the Subcontractor shall employ an approved static guard security service on the site.

6.6 EXISTING SERVICES, FACILITIES AND STRUCTURES

Any connection, disconnection or interference with existing services, facilities and structures shall be carried out under the supervision of the Programmed FM to whom seven days prior written notice shall be given.

6.7 INFRASTRUCTURE AND UTILITIES

The Subcontractor must, as part of the Works:

- a) identify, protect, and if necessary, relocate all the existing Infrastructure required for the purposes of the Project or otherwise in the vicinity of the Site (or ensure that the owners of the relevant Infrastructure do so);
- b) decommission, in consultation with the relevant Utility providers, any Infrastructure which is redundant or will be redundant upon Practical Completion or is otherwise required to be decommissioned in accordance with this Contract;
- c) provide, procure, install, co-ordinate, integrate and connect all infrastructure required for the Works;
- d) notify Programmed FM and Prison Management, in an agreed form of disruption notice, at least seven days before any connection, disconnection or interference with existing Infrastructure and allow Programmed FM to supervise any such activities

6.8 PRISON FACILITIES

The Subcontractor must:

- e) not compromise, hinder, disrupt, disturb or damage or adversely affect the functions, operations and security of the Prison facilities;
- f) minimise noise, dust, vibration and other nuisances arising in connection with undertaking the Works and comply with all Laws relevant to such Works;
- g) do all things reasonably necessary to prevent emission of any discharge likely to result in an environmental event from the Site as a result of undertaking the Works; and
- h) undertake and provide any temporary works necessary to comply with its obligations under this clause.

The Subcontractor agrees that if Programmed FM directs, the Subcontractor must immediately cease the performance of any Works. Any such direction will be treated as a suspension.

The Subcontractor must immediately comply with any security requirement issued by the Prison Operator's Representative.

6.9 SUBCONTRACTOR'S GENERAL OBLIGATIONS

The Subcontractor warrants that it is competent and has the necessary skills to perform the Works.

The Subcontractor must execute the Works in a conscientious and expeditious manner in accordance with the Contract and the best practices of the related trades to the satisfaction of Programmed FM. Except where otherwise stated in Schedule, the Subcontractor must provide all materials, labour, plant, equipment, tools, fuels, oils, accommodation, meals and everything whether of a temporary or a permanent nature required and suitable for the execution of the Works.

7 PROCEDURE FOR ENTRY ONTO A DCS SITE

The Subcontractor is to;

- Make contact with the site representative before going onto the site;
- Fill out the visitor log book by signing in on arrival and signing out on departure each day; inspect the sites asbestos register prior to commencing work
- Before commencing works on any roof area a visual inspection must be made. Any damage to roof sheeting, tiles or other components must be immediately reported to the Site representative and Programmed Facility Management
- Before commencing works, review works and ensure Job Safety Analysis (JSA) is completed, signed and understood by all Subcontractor's personnel

- Before leaving the site, if the work is incomplete, inform the site representative of the time and date or estimated time and date of further action;
- Upon completion of the work, complete all sections of the Service Report and have the form signed by the site representative. Only one report to be completed per site on completion of works. Service Report to be provided to Programmed Facility Management in conjunction with correspondence invoice.
- Leave signed copy of the form with the site representative.

8 SERVICES IMERATIVES AND CRITICAL FACILITIES/EQUIPMENT

The electronic security systems including perimeter lighting are critical for prisons and Youth Diversion and Rehabilitation centres.

Power, water supply to cells, fire services and fire detection systems are also critical in the operations of the prisons and centres.

9 BREAKDOWN REPAIRS

Priority	Response	Attendance	Completion
0 (Security Faults)	1 Hour	2 hrs (metro) 4 hrs (regional)	4 hrs (metro) 8 hrs (regional)
1	2 Hours	Within 24 hours of request of the work (metro and regional)	Within 24 hours of request of the work(metro and regional)
2	1 Business Day	Within 3 Business Days of request of the work (metro and regional)	Within 3 Business Days of request of the work (metro and regional)
3	1 Business Day	Within 5 Business Days of request of the work (metro and regional)	Within 5 Business Days of request of the work (metro and regional)