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| **INVITATION TO QUOTE FOR SECONDARY SCHOOL CATERING SERVICES** |



**SPECIFICATION OF REQUIREMENT FOR SECONDARY SCHOOLS**

Reference Number: DN634410

# Section A – Site Description

## Definitions

* 1. “Establishments” means the place or places approved by the Contracting Authority where the Contractor carries out work, or any part thereof.
  2. “Consumables” shall include all necessary materials to carry out the work and disposable items including paper towels, liquid soap and toilet paper.
  3. “Contract” means the Call Off Contract as defined in the Framework Agreement.
  4. “Service Level Agreements” means the service arrangements between the Company and the Contracting Authority as they relate to the Available Services.
  5. “Variation Order” means a variation as agreed in accordance with the terms of the Framework Agreement or the Call Off Contract.

All other terms are as defined in the Framework Agreement or the Call Off Contract.

## 2 Standards of Performance

2.1 The Contractor shall perform the work using methods and on days and at frequencies in accordance with this specification or as stipulated by the Contracting Authority or Designated Authorised Officer.

2.2 The Work must be carried out to the complete satisfaction of the Contracting Authority who will inspect the operation of the Work as necessary to ensure that the standards being achieved comply with this Agreement. The Contractor will be informed by the Contracting Authority or Designated Authorised Officer when the standard achieved falls below an acceptable level so that joint inspections can be made as soon as is reasonably practicable at a time and date specified by the Contracting Authority or Designated Authorised Officer.

2.3 The Contractor shall, therefore, allow for a representative to attend at any time and at any site within the area covered by this Agreements specified working days. Failure to meet the Contracting Authority or Designated Authorised Officer at the specified time shall be deemed to be a default in performance as defined in clause 11 of the Framework Agreement (Rights and Remedies).

2.4 Contract Review meetings will be held every 8-12 weeks unless otherwise agreed with the Contracting Authority or Designated Authorised Officer. The aim of such meetings will be to discuss the Contract performance to date, from the Customer angle and the Contractors views also. The Contracting Authority’s aim is to work to achieve continuous improvement, working together to achieve better service and minimise costs where possible.

2.5 The Contractor is responsible for ensuring customer satisfaction surveys are completed on a monthly basis by each of its Contracting Authority’s. The customer satisfaction survey must be sent to the Company no later than the 10th day of each month for review. Contractors are expected to achieve a minimum of 90% return rate.

2.6 The Contractor shall notify the Contracting Authority immediately during the schools Normal Working Week of any operational problems likely to lead to or cause non‑performance of any part of the Work required by this Agreement. The Contracting Authority may then decide if any part of the Work is to be suspended or re‑programmed, including whether the Contracting Authority should opt for the Work to be provided by another organisation, and shall make the appropriate charge to the Contractor for the cost and expense of providing the Work by other organisations together with the appropriate administrative charge. No payment will be made for work not carried out by the Contractor as a result of this action.

* 1. The Contractor shall notify (minimum of 14 days) the Contracting Authority/Designated Authorised Officer with a statement which clearly identifies all proposed changes to the Work.

## Service Aims and Objectives

The Contracting Authority wishes to enter into a contract for catering provisions with an innovative and forward thinking contractor.

The Contractor will be responsible for the provision of a full catering service across [] sites. The Contractor will be responsible for the provision of all materials, catering staff, food, beverages and other consumables that may be required to provide the service along with staff cover i.e. sickness/vacancies and the provision of where necessary transporting staff to premises.

The Contractor will be required to develop a sustainable service, which meets the present without compromising the ability to meet the needs of any future service. The successful Contractor will need to work in partnership with all stakeholders of the service to ensure a year on year increase in meal take up. The Contractor will need to provide evidence of all added benefits and participation events as detailed within the returned tender submission to support the required 5% year on year meal uptake increase required.

## Service Outputs

The Contracting Authority is seeking a Contractor who can demonstrate the ability and commitment to provide a quality catering service to deliver the following key outcomes:

4.1 Deliver a quality and cost effective, sustainable service within best value principles.

4.2 A NIL cost service to all Contracting Authorities, all costs including the administrative cost of any cash less system being the responsibility of the Contractor;

4.3 Operate on the basis of getting it right first time

4.4 Improve service quality and diversity to all groups over the period of the contract and provide a responsive and customer driven service based on market research of the customer base.

4.5 Maximise potential through positive and stimulating marketing, effective signage and point of sale material to improve the meal take up and availability of healthy eating options, acknowledging the principles of all relevant food standards.

4.6 Marketing including parent/child questionnaires and planned activities, in consultation with the Contracting Authority, to meet the individual requirements of each contracting Authority.

4.7 Improve service and eating areas whilst being mindful of the safety, comfort and convenience of children and staff.

* 1. Introduce new services where appropriate
  2. Regularly monitor and measure service quality and target improvements accordingly.
  3. To monitor customer service throughout whilst meeting the authority’s and the contractors own targets.
  4. To offer a service using fresh good quality ingredients with a high level of presentation throughout.
  5. To promote a range of healthy food choices consistent with the Government’s food-based standards and nutritional based standards for the Contracting Authority. Therefore striking a balance between commercial interests and the need to promote a healthy and nutritious diet.
  6. Support the Contracting Authority in developing a ‘Whole School Approach’ to healthy eating using innovative ideas.
  7. A menu demonstrating variety consisting of appealing, appetising and well-presented foods. A balance of traditional foods, healthy choices, non-meat choices and a variety of ethnic foods. The offer of a packed lunch, salads, filled rolls and sandwiches should be promoted together with other light snacks and refreshments. The emphasis must be on ‘home made’ foods. For the avoidance of doubt homemade foods emphasise the use of raw ingredients being used to produce cooked dishes on site.

## Customer Care

The Contractor is to take account of the following:

5.1 The food service is to be swift, efficient and cheerfully carried out whilst encouraging children to eat/try new things and always encouraging healthy eating.

5.2 The food service arrangements must provide an appetising display of food.

5.3 The Contractor to work with the Contracting Authority to ensure the dining environment is a place where children and young people enjoy their lunchtime experience.

5.4 The Contractor shall ensure all pupils and staff are served promptly, effectively and courteously at all times. The Contractor shall make every effort to meet customers’ needs.

5.5 The Contractor shall deal with any complaints received (whether received verbally or in writing and whether from parents, head teachers or others) in a prompt, courteous and efficient manner. The Contracting Authority of Designated Authorised Officer may investigate unresolved complaints received or referred to the Contracting Authority.

5.6 The Contractor shall follow the complaint system below or shall inform the Contracting Authority of the complaint process that must be followed: The Contractor shall locate within the Contracting Authority’s reception area, or such area specified by the Contracting Authority, a clearly marked box containing forms for the registering of comments/complaints/suggestions by pupils and parents.

5.7 The Contractor is to ensure that all comments/complaints/suggestions are acknowledged and, if possible, dealt with within 48 hours of receipt, unless otherwise agreed by the designated Authorised Officer. Written replies must be sent within 10 days. The Designated Authorised Officer should be notified weekly of all complaints and action taken.

5.8 A written register of all complaints shall be maintained for inspection by the Contractor.

5.9 The Contracting Authority reserves the right to access all written customer complaints and the Contractor’s responses.

5.10 Any complaints made directly to the Contracting Authority the Designated Authorised Officer about the quality of the services of the attitude of its management and staff will be conveyed to the Contractor within 48 hours.

# Section B – Basis of the Contract

## General

The Contracting Authority has responsibilities for the management of the catering service and these responsibilities are exercised through the Principal of the Contracting Authority and the Governing Body.

The Contracting Authority is seeking a Contractor who will be able to demonstrate their ability to provide a quality catering service that:

* Initially, as a minimum, maintains the existing requirements.
* Within a period of time will be able to increase uptake and usage by tailoring the service where reasonably possible to meet customer requirements.
* Over the course of the Contract will be able to provide an increasingly more cost effective catering service.

The Contracting Authority recognises that in order to meet these requirements a successful contractual relationship with the Contractor is required together with a mutually flexible approach by all parties.

## Style of Contract

**Nil cost contract**

This will be a **nil cost** contract and if requested by the Contracting Authority fixed for the term of the contract otherwise subject to an annual uplift on the anniversary of the contract in line with CPI. All costs are the responsibility of the Contractor as defined in this agreement. There is a requirement for the Contractor to deliver a 5% increase in sales year on year over the term of the contract. Monthly sales figures must be collated and presented to the Company no later than the 10th of every month. Monthly sales figures must be presented along with all participation and added benefit/marketing events at each Contracting Authority to demonstrate an active drive to increase take up.

The Contractor will be responsible for the invoicing and collection of all monies in relation to Free School Meals directly from the Contracting Authority.

**Records and Procedures**

* 1. Full details of cash register till receipts or other records are required for all transactions. The contractor shall allow access to any cash register audit rolls and other documentary evidence necessary for the substantiation of monies received to the Contracting Authority or the Designated Authorised Officer. Where a Contracting Authority uses a cashless system, the Contractor will work with the Contracting Authority to ensure it integrates with any existing systems used.
  2. The Contracting Authority or Designated Authorised Officer will be granted at any reasonable time, whether at establishment level or corporate area/head office level, access to all records relevant to ascertaining whether the correct appropriation and accounting of finances has been carried out and in undertaking any other general financial audit process relevant to the service.
  3. It will be necessary to keep full records of other sources of cost activity authorised by the Contracting Authority.
  4. The Contractor shall keep full and accurate accounts in respect of the operation of the Contract and permit such records to be verified.
  5. The Contractor will be required to support their account by maintaining a system of certifying Income and Expenditure on site.
  6. The Contracting Authority/Designated Officer is to be kept updated (monthly) regarding customer levels. This is to be presented at the service monitoring meeting in a spreadsheet format detailing the % uptake against roll numbers on a month on month basis with the % variance shown. The Contractor must provide meal uptake information as required by any government legislation or law.
  7. The Contractor shall co-operate with the Designated Authorised Officer and/or others as a foresaid so as to facilitate the carrying out of such inspections.
  8. The service(s) provided shall be monitored by the Contracting Authority in line with procedures outlined in the Contractor’s service plan and method statement and agreed by the Council’s Authorised Officer.

## 3 Contractors Obligations

The Contractor shall throughout the contract period provide the services, for the areas detailed in award of contract only, in accordance with the specification set out and the terms of the contract.

Save as otherwise expressly stated in the contract, the Contractor shall provide all food, staff, uniforms, protective clothing, machinery, (defined as light equipment and any specific non-essential items of equipment, i.e. ‘Pasta King’, Panini machines,) and other consumables that maybe required for the provision of the services.

**The Contractor shall,**

* 1. Be required to provide the services safely, efficiently and to the complete satisfaction of the Contracting Authority and the Designated Authorised Officer.
  2. Provide the services in a manner arranged so as not to interfere with the activities on the premises.
  3. Inform the Contracting Authority or the Designated Authorised Officer promptly and confirm in writing if the Contractor is unable or fails to provide the services or any part thereof, or if the Contractor is aware of anything of whatsoever nature and whether or not the result of any act or omission on the part of the Contracting Authority which prevents or hinders or which may prevent or hinder the Contractor from complying with the contract giving details of the circumstances, reasons and likely duration. The provision of information under this clause. Shall not in any way release or excuse the Contractor from any of its obligations under the contract.
  4. In multi-purpose dining halls, where the furniture cannot be permanently set up, the Contractor is responsible for setting up and clearing away furniture used at mid-day.
  5. The movement of furniture must take place at a time which does not interfere with the Contracting Authority activities, usually immediately before and after the lunchtime service.

## 4 Functions/Special Events/Other Activities

The Contracting Authority may, on occasions, require the Contractor to provide Catering Services associated with Meetings/Conferences/Training courses, buffets, special functions, working lunches, and various ad hoc activities. The Contracting Authority if appropriate will need to authorise these requirements.

The costs associated with these services should be invoiced separately to the Contracting Authority.

# Section C – Food Service Specification

## Range of Catering Services

The Contractor is required to provide a Catering Service for pupils, staff and visitors. The Contractor will be required to offer a range of good value meals, snacks and products throughout the course of the day. The further extent and range of the service should be determined by the Contractor having regard to local conditions, market requirements/potential, and the commercial viability of the business. The Contractor will need to bear in mind that most consumers at the Contracting Authority are pupils with limited spending power. Meals and the product range must therefore represent value for money whilst meeting Governments Food and Nutritional Standards or any relevant current regulations or standards.

### Level of Turnover

The turnover levels, number of meals and number of customers cannot be guaranteed. The Contractor should be aware that the level of turnover may vary and may drop. Any drop in sales is at the risk of the Contractor and should be addressed through an effective marketing strategy although it should be recognised that in most cases, there is considerable opportunity for growth.

It is the responsibility of the contractor to collect any FSM monies directly from the Contracting Authority.

## Selling Prices

The Contracting Authority wish to continue with a universal pricing structure, which is consistent throughout, together with a range/cycle of set two course menus. However the Contractor can determine the selling price of non-tariff items, and these must be submitted with a range/cycle of set two course menus to the Contracting Authority and or the Designated Authorised Officer.

The offer must include a range of set two course meals which are either the same price as the Free meal value or if different i.e. higher, must allow those in receipt of Free Meals to be able to still purchase a range of set two course meals, ‘or equivalent’, within the standard price of a Free Meal even if the total value of the items, when individually priced, is higher than the Free Meal value (see below).

If requested by the Contracting Authority the cost of a set two course meal will be fixed for the term of the contract otherwise subject to an annual uplift on the anniversary of the contract in line with CPI.

Consideration needs to be given, particularly in the initial stages, that a pricing policy that is too high will inevitably be met by market reaction and therefore have a negative effect. Consequently a balance needs to be achieved, whereby affordable prices are offered that the customers regard as value for money. There is also an opportunity to round up or down the pricing and tariffs in multiples of 5p, thus avoiding the use of ‘copper coinage’, in order to speed up the transactions.

## “Free” Meals

* 1. As stipulated in section B, a system to collect information on the numbers of children who have taken a free meal will be agreed between the Contractor and the Contracting Authority, and these numbers must be verified by the Contracting Authority. It is the responsibility of the contractor to collect any FSM monies directly from the Contracting Authority. The Contractor will be reimbursed by the Contracting Authority monthly in arrears for the number of free meals service multiplied by the set meal price.
  2. The administration and allocation of this process is carried out by the Contractor in conjunction with the Contracting Authority. The Contractor will be required to assist and co-operate in terms of administering the receipt side of the process in respect of the receiving and accounting of the numbers of free meals, which will form part of the monthly invoice, and reconciling this value with the Contracting Authority directly.
  3. The contractor will provide these numbers to the Company on a monthly basis.
  4. Where a pupil has made a sensible and informed choice from what is on offer on the tariff for that day in terms of a main course item together with potato product and vegetable (or equivalent) and a dessert, which are on crockery, and can be identified as a standard ‘two plate’ meal, then the Contractor’s staff should treat this as a Free Meal at the standard value, even though the total value of the items when individually priced, is higher than the Free Meal value. The above description also applies to salads and cold items as well as hot items.
  5. However, where a pupil wishes to exercise their own choice and select a variety of items which is clearly outside the above statement, then on this basis the items should be individually priced and charged accordingly with the pupil having to pay the extra if the sum total is higher than the Free Meal value.
  6. Where this is, to some extent, a subjective area, it needs to be recognised that pupils in receipt of Free Meals are often from underprivileged backgrounds and therefore the emphasis needs to be placed on a sensible and informed choice, using proper eating utensils as opposed to wrapped fast food type items.
  7. On the basis of the above, the Contractor’s staff need to show a degree of flexibility, sensitivity and discretion in this area and encourage those pupils in receipt of Free Meals to eat a balanced and healthy meal in the first instance.
  8. A target for all Contractors will be to achieve a 5% increase in meal uptake year on year up to a maximum of 95% and then increments of 1% thereafter up to a maximum of 100% .
  9. In addition to pupils, some adults will also be granted free Meals, which will usually be teaching staff although this may also apply to visitors and other Contracting Authority staff such as midday assistants.

## 4 Cash Collection

It is envisaged all Contracting Authorities will be cashless or moving towards being cashless. However those Contracting Authorities who cannot migrate to a cashless system the Contractor will be responsible for the collection of all cash from all catering and related sales. Cash must be collected where possible using a cash register, which issues a printed audit roll. The audit roll must be made available for inspection as required. The Contractor shall be responsible for ensuring that adequate security arrangements are made to deal with the handling and storage of all cash collected, and may need to consult with the Contracting Authority on this matter.

## 5 Menu and Healthy Eating – Nutritional Requirements

### Menu Guidelines

5.1 The Contractor is required to provide a choice of 3 main meals including a main protein item, vegetarian or vegan choice and a snack item. Along with a choice of two vegetables, two carbohydrates, a composite salad and a selection of second courses including a hot sweet, fresh fruit, yoghurt and biscuits.

5.2 The core menu must consist of, but not be limited to:

* 2 Hot meals of the day (one acceptable to vegetarians/vegans)
* Main course items (including ethnic/vegetarian/vegan items)
* A choice of 2 vegetables
* Filled rolls or sandwiches
* Suitable ‘grab and go’ offers
* Salads
* Potatoes and Pasta or Rice or Bread
* Puddings
* Beverages
* Pastries or Biscuits
* And any other items in agreement with the Contracting Authority.

5.3 The Contractor will ensure that there are two choices of the set meal available until the end of service and if there is not a preferred choice available to a pupil that an alternative will be provided.

* 1. Menus must be submitted to the Contracting Authority and will be agreed with the Designated Authorised Officer. The Contractor will need to maintain a flexible approach. New menus and new sales ideas will need to be agreed with the Designated Authorised Officer and meet the requirements as listed above.
  2. The range of foods should be appealing, appetising, well presented and should be a balance of traditional foods, healthy choices, popular snacks and non-meat choices. Salads, filled rolls and sandwiches and variety of light refreshments should also be promoted.
  3. Portion sizes are to be of sufficient quantity to meet the latest nutritional standards on energy and nutritional requirements as stated for the appropriate age group.
  4. A wide choice of fresh fruit as an additional option to dessert must be available throughout the menu cycle for all pupils and there must be at least a choice of three different portions of fruit. The Contractor must actively promote the fruit option by presenting fruit in a creative way.
  5. Fresh water must be available daily with the meal for pupils to help themselves.
  6. A selection of raw or cooked salads must be served daily, preferably as a self-service salad bar or on the main counter if space is limited. At least three salads must be made mainly from raw salad and vegetables, plus one salad that is rice, pasta, potato or pulse based. A salad can either be a single salad vegetable, e.g. sliced cucumber, or a made up salad, e.g. coleslaw.

### All Locations: Vending Machines and Tuck Shops

The Contractor has sole rights for the provision of all food served at the location, other than special fund raising events in the Contracting Authority. In mutual agreement with the Contracting Authority this may include food sales at break times and after school clubs.

The introduction of vending machines other than those already in situ at any of the locations will be with the agreement of the Contracting Authority and the Contractor.

### Cultural and Ethical considerations

The food provided should be suitable for and acceptable to the age and range of pupils that it is offered to. The Contractor must demonstrate that it has considered the ethnic and cultural background of the pupils and the Contracting Authority staff.

The Contractor will suggest menu changes on a termly basis to reflect seasonal changes. The Contractor must inform the Contracting Authority of menu changes in advance. In addition, and by mutual agreement with the Contracting Authority, the Contractor should consider changes to the core menu to suit an individual Contracting Authority’s requirement but continuing to ensure government food standards are met. For example if the vast majority of children at a Contracting Authority do not eat beef, the contractor should provide an alternative.

### Government Guidelines

The Contractor will be required to demonstrate how they will adhere to the Government’s food-based and nutritional-based standards for the Contracting Authority. Current guidelines can be found at

[https://www.gov.uk/government/publications/standards-for-Contracting Authority-food-in-england](https://www.gov.uk/government/publications/standards-for-school-food-in-england)

The Contractor shall:

Provide meals that meet the Government’s food-based and nutrient-based standards for the Contracting Authority lunches and provide evidence of such claims by providing nutritional analysis reports.

In keeping with the current trend to raise the standards of meals and in line with the Government’s food-based and nutrient-based standards for lunches, the Contractor is required to minimise the quantity of processed foods and manufactured products used.

### Nutritional Information

In addition to the Government’s food-based and nutrient-based standards for lunches the Contractor must also comply with the following requirements:

* The use of artificial colourings, artificial preservatives and artificial sweeteners is highly discouraged.
* The use of hydrogenated and partially hydrogenated vegetable oil for frying purposes is not permitted.
* The use of hydrogenated and partially hydrogenated vegetable oil as an ingredient and is discouraged.
* Wholegrain foods or foods with added wheatgerm and/or bran should be used in preference to white or highly refined foods.
* Adhere to the government guidelines on sugar reduction in school foods

### Food purchasing policy and sustainable procurement

All food procured and provided by the Contractor as part of the service shall comply with a Food Purchasing Policy submitted by the Contractor and as approved and accepted by the Designated Authorised Officer. The Contracting Authority or the Designated Authorised Officer reserves the right to issue temporary or permanent bans on the use of foods or food ingredients.

The quality of food used in the provision of the service shall be of good commercial quality and purchased through an auditable trail, robust enough to support the Contractors Due Diligence defence.

The Contractor shall:

Provide the Contracting Authority with credible assurance that all food provided meets current UK laws governing the sale and consumption of food, as covered by the Food Law Guide on the Food Standards Agency website:

<http://www.food.gov.uk/enforcement/regulation/foodlaw>

***Unprocessed commodities and lightly processed foods and drinks (other than fish)***

(a) Supply to the Contracting Authority unprocessed commodities and lightly processed foods and drinks that were produced in accordance with one or more of the following four categories of farm assurance standards and shall supply the quantities for each commodity or item of food or drink listed under these categories, (in order of priority) as identified in the Contractor’s offer that was accepted by the Contracting Authority and forms the Contract :

**Category 1** - Food produced in accordance with the standards set for the Red Tractor food assurance scheme or equivalent standard or, in the case of eggs in their shells, the Lion Egg standard or equivalent.

**Category 2** - Fruit, vegetables and cereals produced in accordance with the standards set for LEAF Marque food assurance schemeor equivalent. Meat and dairy products produced in accordance with the standard set for the RSPCA Freedom Foods scheme or equivalent.

**Category 3 -** Food produced in accordance with the requirements of EC Council Regulation 2092/91 for organically produced food.

**Category 4** - Food produced in a manner that does not comply with categories 1, 2 or 3.

If requested, the Contractor shall submit to the Contracting Authority evidence that the requirements for categories 1, 2 and 3 have been met. Furthermore, if requested by the Contracting Authority, the Contractor shall obtain and submit, at the Contractor’s expense, independent verification that the evidence submitted to the Contracting Authority provides credible assurance that the Contracting Authority’s requirements are being met. Independent verification means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to **ISO Guide 65:1996 (EN45011:1998) - *General requirements for bodies operating product certification systems*** or equivalent *-* and who is accredited to undertake such evaluations by a body whose organisation, systems and procedures conform **to ISO 17011:2017 - *General requirements for providing assessment and accreditation of conformity assessment bodies***or equivalent.

**(b)** adhere to the Meat and Livestock Commission’s public sector specifications for cuts of beef, lamb and pork as a means of improving process standards.

**(c)** ensure that all meat is clearly labeled with country of origin and for:

• Beef and veal, in compliance with EC Council Regulation 1760/2000;

• Pork, provide the Contracting Authority with credible assurance that the pork has been produced from pigs raised in accordance with UK welfare legislation or equivalent requirements13.

**(d)** ensure that the origin and species of fish and fillets including the commercial name, method of production (if caught at sea or inland waters or farmed) and catch area is clearly labeled.

The Contractor should use seasonal fresh produce whenever possible. The Contractor should use local food wherever possible, without infringing EU regulations on procurement.

### SPECIAL DIETS AND FOOD ALLERGIES

The Contractor will be required to provide any reasonable special diet, which will include if required, any ethnic special diets. The Contractor must liaise with the Contracting Authority and or the Designated Authorised Officer on the range of cultural and religious needs before the beginning of each half term. The Contractor must ensure that its supervisory personnel have an understanding of religious food requirements. The administration of the meal in accordance with religious needs will be the responsibility of the Contracting Authority.

The Contractor is required to clearly identify any food items, which contain nut products or derivatives there from.

### Genetically Modified Foods

There is a requirement for the Contractor to use only food products that do not contain genetically modified material. The company policy must be clearly displayed in the service area

### Food Service

Service of food will take place in the areas specified in the Location Details. At the point of service all hot food must be held at temperature above 63˚C. The Contractor shall introduce “batch cooking” throughout the meal service to reduce to a minimum the holding time of all foods. If the Contractor has implemented hot holding for the second and third service, the temperature must be logged at the time of service.

The Contractor shall provide meal services at the times required by the Contracting Authority, should the Contracting Authority or the Designated Authorised Officer require the service time to be altered, the Contractor will be given the following notice: -

Adjustment of up to one hour on a temporary basis – one month’s notice

Adjustment of up to one hour (for a period longer than two weeks but less than three months) – one month’s notice.

Permanent re-adjustment of hours (over one hour) three months’ notice.

The Contractor shall respond to unforeseen delays in service in a flexible manner to ensure that pupils are adequately catered for.

On occasions there may be special requirements for a food service, which replaces the standard mid-day meal, e.g. Christmas lunch and other religious festivities. However the cost of Special Days shall be contained in the contract price.

### Kitchen Closures

It is the policy of the Contracting Authority to close kitchens and Dining areas which could cause injury or hazard to pupils or staff or when equipment or services are unusable. Kitchens may also be closed when circumstances pertaining to the Contracting Authority also affect the kitchen premises e.g. Polling Day. It is the policy of the Contracting Authority to inform, within 24 hours, all those affected by the closure. The kitchen will remain closed for the minimum period of time. Whenever practicable an alternative service must be provided by the Contractor.

# Section D - Contract Administration and Financial Arrangements

## 1 Cash Collection

The Contractor is responsible for all cash collection. Upon termination of the contract, the outgoing contractor is responsible for collecting and managing any outstanding debts including any refunds to parents that may be required.

## 2 Trading Days

The Contractor will be advised annually regarding the trading days. The Contracting Authority is open for approximately 190 days in each year.

It is the responsibility of the Contractor to check with the Contracting Authority when any closures will occur.

## Value Added Tax

Value Added Tax (VAT) is not charged on meals supplied to pupils in educational establishments.

The Contractor shall act as and be deemed to be the agent of the Contracting Authority in the collection of cash from the sale of meals in respect of VAT.

Vatable items are subject to VAT in the normal manner, if the service is not within the dining area and is deemed not to be part of the Contracting Authority meals service

The Contractor must check his own position regarding VAT and advise the Contracting Authority accordingly.

## Quality Assurance

The Contractor will be required, as part of the tender submission, to identify all the procedures, which will be carried out to ensure the initial, and continuing safe and hygienic production and service of food. The procedures should ensure that all health and safety and other regulations are met. Records must be kept covering all aspects of the quality assurance systems adopted, and these must be available for inspection along with the Contractor’s Codes of Practice, Risk Assessment and Food Safety Management documentation.

The recording of refrigeration and freezer temperatures must be carried out twice on a daily basis, preferably at the beginning of the operational day and at a sufficiently later time during the operational day in order to demonstrate that the equipment is maintaining the required temperatures.

## Foreign Bodies found in food

The Contractor will be responsible for taking appropriate action on discovering any foreign bodies in food and all such incidents must be reported to the Contracting Authority.

## Statutory Requirements and Legislation

The Contractor shall comply with all food safety and hygiene legislation covered in the Food Standards Agency’s “Food Law Guide” at

<https://www.food.gov.uk/>

The Contractor must ensure compliance with all regulations covering both catering practices and premises.

## Food Samples

As part of termly menu changes, the contractor may wish to engage the Contracting Authority and School Councils in sampling new menus and dishes.

## Staffing (Including Training)

The Contractor will be required to set up and maintain a productive relationship with the Contracting Authority. The Contractor shall liaise over the appointment of key personnel. The Contractor shall also inform the Contracting Authority about any other personnel changes. Personnel supplied by the Contractor will be employees of the Contractor and will not be considered as employees of the Contracting Authority.

The contractor shall provide a sufficient complement of management and supervisory staff to ensure that the contractors personnel engaged in and about the provision of the work are adequately supervised at all times and that they properly perform their duties.

When employing staff, the Contractor will be expected to follow normal personnel procedures including obtaining references and medical checks.

The contractor shall ensure all personnel fulfil safeguarding requirements on an annual basis and provide an updated list of all relevant DBS checks including issue date and certificate number monthly regardless of any changes to the Designated Authorised Officer.

All catering personnel employed in and around the provision of the service, must be able to demonstrate a satisfactory level of competence in their duties, a sound knowledge and understanding of food hygiene and kitchen/dining room practices. All training cards for each staff member to be updated or verified on an annual basis including supporting documentation of all annual refresher training. DBS numbers and issue dates must be on all training cards. Any mobile staff must carry their training cards and DBS numbers with them at all times and must be available for inspection.

The Contractor will be required to ensure that as a condition of employment for all their staff that they will be required to hold the Level 2 Food Hygiene Certificate, or obtain this within a short period of time. Supervisory staff should hold in accordance with the Food Hygiene regulations Level 3, where appropriate the Contractor will be responsible for the cost of all courses.

## Supervision

The Contractor shall maintain an adequate and capable staff with suitable, appropriate administrative and managerial supervision, together with such subordinate, supervisory and administrative personnel as shall be required to carry out the work in an efficient, orderly and satisfactory manner.

The Contracting Authority requires that a certificate of medical fitness for each of the Contractor’s employees engaged in the provision of contract services is available, if required.

The Contractor’s staff whilst on duty must be under the direct control of the Contractor’s supervisory staff. Additionally, whilst on the Contracting Authority’s premises the Contractor’s staff are expected to comply with all reasonable instructions given to them by the Headteacher or “appointed person”.

The Contractor must ensure that his staff carry out their duties, and behave in an orderly manner whilst on the premises and do not cause any disruption to the routines and procedures of daily Contracting Authority life. The Contractor shall also ensure that their staff comply with all security procedures laid down by the Contracting Authority.

The Contractor shall prohibit his staff from smoking or vaping in all parts of the Contracting Authority premises.

The Contractor shall use his best endeavours to ensure that members of his staff give all reasonable assistance to The Contracting Authority in the investigation of complaints, disciplinary matters and other similar matters.

Should a member of staff employed by the Contractor be deemed unsuitable to work in at the Contracting Authority then the Contracting Authority will have the right to have that person removed from the premises.

Contractor’s management and other representatives who make periodic visits to sites shall inform the relevant Contracting Authority at least 24 hours prior to undertaking a visit.

The contractor shall be responsible for ensuring that all employees are aware of Health and Safety procedures for each site. Employees shall be informed of Fire Alarm procedures on site and all staff must adhere to the Contracting Authorities Fire Evacuation Procedures.

Acceptable performance standards are detailed in this document. Regular inspection of cleaning performance levels shall be carried out by the contractor. Faults in performance shall be immediately rectified at the expense of the contractor.

All clothing and protective clothing shall comply with all existing and subsequent legislation.

## Marketing

It is the responsibility of the Contractor to regularly market his own services in order to promote and maximise sales.

The Contracting Authority must approve any marketing material together with the siting and/or distribution of material. There is the opportunity in consultation with the contracting authority to promote the service through the distribution of leaflets or information being made available on the contracting authority’s website.

The Contractor should undertake regular market research in order to ensure that the service quality and menu range meets the needs of all customers and parents. All results must be made available to the authorised officer and The Contracting Authority if appropriate.

As part of the tender submission, the Contractor will provide details of successful marketing campaigns, regular theme days, and any sponsored activities, how these events have been monitored and the impact of such events.

## Inspections

The Contractor shall permit the Designated Authorised Officer for such purposes, or any Environmental Health Officer, to inspect, without prior notice at any reasonable time, any premises, equipment, materials or food used or proposed to be used by the Contractor in or about the provision of the services and to test and take samples there from.

## Default in Performance

The Designated Authorised Officer may from time to time undertake random and programmed inspections in accordance with the Service Level Agreement with the Contracting Authority on all aspects of the service and will record the results of such inspections. The Designated Officer may share these findings with the Contracting Authority.

The Designated Authorised Officer will record all complaints, enquiries and oversights notified to the Contracting Authority by telephone, visits or other means and may investigate each case where in their opinion the Contractor has failed to begin to perform or to perform the services completely in accordance with the provisions of the specification or to comply with any instruction from the Designated Authorised Officer or otherwise breached any of the conditions of Contract.

Please refer to clause 11 of the Framework Agreement (Rights and Remedies) for further details. The Company shall notify the Contractor in writing of the following:

* the action it wishes to take;
* the reason for such action;
* the date it wishes to commence such action;
* the time period which it believes will be necessary for such action;

Should the Contractor remedy the default within the timescale contained in the default notice the Designated Authorised Officer shall take no further action.

The Designated Authorised Officer may issue one or more default notices in respect of the same original default. This may be because the Contractor has either failed to comply with an original default notice.

## 13 Catering Rights

The Contractor will be granted sole catering rights for the services accepted. Should the Contractor wish to provide additional or different services then approval must be sought by the Designated Authorised Officer.

## Letting of Premises

The Contractor should be aware that the Contracting Authority premises including the kitchen could be used for lettings. In such circumstances, the Contractor shall be advised in advance and the premises returned in a clean and tidy condition. Should the Contractor find any problems these should be referred to the Contracting Authority and or the Designated Authorised Officer. The Contractor needs to ensure that there are procedures in place to comply with legislation and due diligence.

## Aerosol Sprays

The Contractor should not use aerosol sprays containing Chloro Fluoro Carbon (CFC).

# Section E - Premises and Plant

## Emergency Feeding

The Contracting Authority could be used as a designated emergency-feeding centre. Advice will be given on the emergency-feeding plan. The Contractor need to have in place emergency feeding plans should they be required both in normal Contracting Authority opening times and outside these hours.

## Premises, Plant and Major Equipment

* 1. The facilities are provided to the Contractor solely for the provision of the catering services specified in the tender document and may not be used by him or his agent for any other purpose.
  2. The Contracting Authority will provide, and make available, the specified premises for the performance of this Contract.
  3. The Contractor shall not have exclusive possession and nothing in this Contract shall entitle the Contractor to any property rights in any premises belonging to the Contracting Authority.
  4. The Contractor shall be responsible for ensuring that such premises and equipment provided by the Contracting Authority are fit for the purpose for which they are required.
  5. The Designated Authorised Officer will be the sole judge as to the sufficiency of the equipment provided at the start of the Contract.
  6. On commencement of the contract, the Contractor will a complete inventory of equipment and agree this with the Contracting Authority.
  7. The Contractor will ensure their staff treats the buildings and equipment with due care and attention.
  8. The Contractor shall keep all such premises, facilities and equipment thoroughly clean, tidy and properly secure.
  9. The Contracting Authority will require compensation from the Contractor for any costs resulting from the Contractor’s staff damaging or misusing the buildings and equipment.
  10. The Contracting Authority will maintain the external fabric of the building together with external services.
  11. The Contracting Authority will maintain the supply of hot water and the maintenance of cold-water storage tanks, including internal kitchen pipe work and taps.
  12. The Contracting Authority will maintain the waste water system.
  13. The Contracting Authority will be responsible for the mains service of gas and electricity.
  14. Repairs should be carried out by fully qualified and accredited workmen.
  15. The Contracting Authority will maintain the internal fabric of the premises including redecoration and will make arrangements for such work to be carried out to appropriate Environmental Health, health and safety standards, and the Contractor shall agree reasonable arrangements for such work to be carried out.
  16. Any alterations or modifications required by the Contractor must be referred to the Contracting Authority, who may authorise such matters if essential. Non-essential works will be subject to resources available.
  17. All necessary servicing and maintenance work on fixed equipment will be carried out by the Contracting Authority. The Contractor must follow the procedures specified regarding the call out of equipment service engineers.
  18. The Contracting Authority are responsible for the cost and replacement of essential heavy equipment, subject to the outcome of 2.2
  19. The Contracting Authority will not be held accountable or liable for consequential financial losses arising from breakdown of equipment or disruption of supply of services however caused. The Contractor will be required to initiate and implement whatever appropriate temporary arrangements are necessary to continue to provide the service in accordance with the contract.
  20. Should any event necessitate a temporary change in production arrangements the Contractor must notify the Contracting Authority accordingly.
  21. The Contractor is responsible for day-to-day cleanliness of all areas and equipment under their control, and to ensure that all hygiene and health and safety legislation is being adhered to.
  22. The Contractor must not discharge any grease or oil into the building drains.
  23. The Contractor is responsible for securing the premises, which are made available. Any additional security systems required by the Contractor must be referred to the Designated Authorised Officer for agreement.
  24. The Contracting Authority will not be held accountable or liable for damage or losses to the Contractor's personal property or goods arising from a break-in, theft or vandalism, and the Contractor should take out the necessary insurance to cover this eventuality. Any such incident must be reported.
  25. The Contractor may use his own equipment but will be required to seek prior approval from authorised officer, submitting full details.
  26. The Contractor shall inform the Designated Authorised Officer of any defects appearing in, or losses of, or damage occurred to premises or equipment within 24 hours.
  27. The Contracting Authority will be accountable for loss of items held in refrigerated and low temperature cabinets resulting from equipment or power failure, subject to their own insurance arrangements, provided this was not due to gross neglect on the part of the Contractor, in which instance it would be the Contractor's responsibility to bear the cost.
  28. To minimise the risk of lost stock due to fridge/freezer breakdowns all fridges and freezers are to be emptied and cleaned out at the beginning of all Contracting Authority closures, any loss of stock left in fridges and freezers and the end of half and/or term, will be the responsibility of the Contractor.
  29. Modifications to premises or the complete rebuilding of premises involving the catering facilities could occur during the contract period. The Contractor would be required to accept temporary facilities or make temporary arrangement should these circumstances arise.
  30. The Contracting Authority will provide, maintain and replace equipment to a reasonable level. Contractors should be aware that where the chosen method of production/service requires a higher level of provision of certain items of equipment, there may be a requirement for the cost to be shared however this must be agreed in advance. For example, the use of a high level of frozen food will require additional storage cabinets.

## Access to Premises

Access must be agreed with each Contracting Authority.

## Cash Registers

Cash registers will be the responsibility of the Contractor to purchase and to maintain.

## Telephones and IT Equipment

The Contractor must agree the arrangement for adequate telephone communication.

The Contractor will include this cost as part of the contract cost. The Contractor must provide any equipment required for the printing of documentations relating to the school meal service and provision. Printing is not the responsibility of the Contracting Authority. The Contractor will include this cost as part of the contract cost.

## Environmental Stewardship (Sustainability)

The Contractor shall ensure that they understand the Contracting Authority’s policy on sustainability and will assist the Contracting Authority in achieving the prevailing sustainability objectives by tailoring his methods of operation in areas where it is possible to do so.

The Contractor is required to set up appropriate measures to conserve energy consumption, reduce water consumption and ensure that as far as possible packaging and paper purchases are of recycled material and ensure waste is reduced to a minimum.

Contractors will be required to provide clear sacks for all rubbish.

Where a Contracting Authority provides a Food Waste Bin, the responsibility and all lift costs will be paid by the Contractor. It is the Contractors responsibility to ensure all food waste is disposed of in the food waste bin if provided. All costs relating to any contamination caused by the Contractors staff must be paid by the contractor. Any contamination in the food bins caused by the school will be charged directly to the Contracting Authority.

## Light Equipment and Hardware

The Contractor will be able to use the light equipment and hardware as exists in the kitchen. Where the Contractor wishes to update the style and pattern of items, this will be by agreement.

At the commencement of the Contract, the Contractor will agree the inventory with authorised officer.

The incoming Contractor shall be responsible for additional light equipment required to meet any increase in meal numbers.

The Contractor shall be responsible, as a budgeted cost, for any necessary replacement of such light equipment, crockery and cutlery during the life of the Contract, and at the end of the contract light equipment will be replaced at the cost of the Contractor to the levels agreed at the beginning of the contract period.

## Safety

The kitchen is designated as an Authorised Persons Only area. It is particularly important that pupils are not allowed into the kitchen, subject to the next item.

The Contractor may be approached regarding pupils for projects or work experience, and arrangements must be agreed with The Contracting Authority.

The Contractor must make sure that his employees, delivery people and any other person entering any establishment are aware of the need to observe health and safety requirements and to take care.

## 9 Infestation Control

The Contractor shall exert his utmost vigilance with in detecting and preventing signs of rodent and other vermin and insect infestation. The Contractor shall ensure that robust systems and procedures are in place compliant with food legislation. When/if discovered the Contractor must notify The Contracting Authority immediately. Extermination methods and the associated costs are the responsibility of the Contracting Authority.

## 10 Refuse Collection

Refuse arrangements are organised by the Contracting Authority.

The Contractor will be responsible for the arrangement of a contract for any collection of waste oil on a monthly basis or when the quantity reaches 30ltr. No more than 30-ltr of used oil (depending on whether the site has a single or double fryer) should be kept onsite at any one time. Used oil should be stored away from the kitchen and in close proximity to any ignition source.

The Contractor will be responsible for all lift costs associated with any food waste bins.

## 11 Fire Routine and Fire Prevention

The Contractor shall ensure that he has fully instructed all his employees the Contracting Authority’s fire routine. Instructions must be clearly displayed in each area.

## Cleaning

The Contractor is responsible for cleaning to satisfactory standards all areas of the kitchen and associated areas under their responsibility, including equipment, staff rooms, bin areas and relevant floors, and walls up to a safe height of 2 metres.

The Contractor will also ensure that the dining areas are left clean and tidy after use. Sweeping of debris, spot mopping of spillages and wiping down of tables must be carried out after each service (see below).

The contractor must carry out a deep clean of the kitchen (up to 2m high) a minimum of once per year to be scheduled at a date and time suitable with the Contracting Authority.

## Dining Rooms/Areas

It is the Contractor’s responsibility to set up the dining room/area before lunch service and ensure all equipment is stored away safely in the designated area and the room/area is left in a clean and safe state after service. The Contractor must familiarise themselves with the arrangements.

As part of the Contractor’s responsibility, the dining areas (this does not include classrooms used for packed lunches) should be tidied, swept, spot mopped as necessary and left orderly after use. The Contractor must also keep the furniture and tables clean including periodic washing.

The main cleaning of the dining room floor is carried out by the Contracting Authority’s cleaning arrangements

The removal of spillages during the lunchtime service is the responsibility of The Contracting Authority to arrange. Once pupils have left the hall, cleaning and spot mopping becomes the responsibility of the Contractor, who must ensure a ‘Wet Floor’ sign is visible.

All parties using the dining environment during the delivery of the service provision must ensure that risk assessments are carried out in accordance with Health and Safety Legislation and their own insurance requirements.

The contractor is also responsible for deep cleaning all dining tables/benches a minimum of at least once a year at a date and time agreed with the Contracting Authority.

## 14 Security

The Contractor will be issued with a set of keys relevant to the areas. These keys are not to be reproduced for any reason whatsoever without the express permission of the Contracting Authority. The Contractor will be responsible for the security of the premises and for locking all doors leading to the kitchen and communicating areas at the end of each working day or other locally agreed arrangements.

The Contracting Authority or other designated person will also hold a full set of kitchen keys. The Contractor shall use their best endeavours in ensuring the security of the premises and shall co-operate with the Contracting Authority and comply with their reasonable requests and instructions in ensuring the safety and security of the Contracting Authority premises, staff, pupils and visitors.

The Contractor shall notify the Contracting Authority of matters coming to their attention, which require remedial action. The provision of such notification shall not in any way release or excuse the Contractor from any of the Contractor’s obligations under this agreement.

The Contractor shall act in a responsible manner regarding all monies received by the Contractor from the sale of goods in provision of the services and may be able to make a local agreement with the Contracting Authority, if applicable, in respect of the short term safekeeping of monies.