

Document 3a

Tender Specification

School Meals

Gloucestershire County Council

**CONTENTS**

[DEFINITIONS 5](#_Toc81303572)

[INTRODUCTION 6](#_Toc81303573)

[THE REQUIREMENT 7](#_Toc81303574)

[BACKGROUND INFORMATION 7](#_Toc81303575)

[SPECIFICATION OF INITIAL SERVICES TO BE PROVIDED 8](#_Toc81303576)

[1. MENU STRUCTURE AND FOOD QUALITY STANDARDS 8](#_Toc81303577)

[1.1. Primary and Special School Meals 8](#_Toc81303578)

[1.2. Packed Lunches 8](#_Toc81303579)

[1.3. Menu Cycle 9](#_Toc81303580)

[1.4. Special Schools 9](#_Toc81303581)

[1.5. Healthy Eating 10](#_Toc81303582)

[1.6. Vegetarian 10](#_Toc81303583)

[1.7. Ethnic Meals and Special Dietary Requirements 10](#_Toc81303584)

[1.8. Food Quality 10](#_Toc81303585)

[1.9. Beverages 10](#_Toc81303586)

[1.10. Portion Sizes and Meal Choices 11](#_Toc81303587)

[1.11. Recipe File 11](#_Toc81303588)

[2. SECONDARY SCHOOLS 11](#_Toc81303589)

[2.1. Morning Break 11](#_Toc81303590)

[2.2. Lunch 11](#_Toc81303591)

[2.3. Finance 12](#_Toc81303592)

[3. STANDARD OF SERVICE 12](#_Toc81303593)

[3.1. Speed of Service 12](#_Toc81303594)

[3.2. Consistency 12](#_Toc81303595)

[3.3. Service and Clearing 12](#_Toc81303596)

[3.4. Transported Meals 13](#_Toc81303597)

[3.5. Healthy Snacks 13](#_Toc81303598)

[3.6. Special Functions 13](#_Toc81303599)

[4. MARKETING 14](#_Toc81303600)

[4.1. Marketing Plan 14](#_Toc81303601)

[4.2. Advertising 14](#_Toc81303602)

[4.3. Menus 14](#_Toc81303603)

[4.4. Point-of-Sale Material 14](#_Toc81303604)

[4.5. Meal Payment System 15](#_Toc81303605)

[4.6. Mobilisation presentations 15](#_Toc81303606)

[5. HEALTH, SAFETY & HYGIENE 15](#_Toc81303607)

[5.1. Food Hygiene 15](#_Toc81303608)

[5.2. Hazard Analysis Critical Control Points (HACCP) 16](#_Toc81303609)

[5.3. Temperature Control 16](#_Toc81303610)

[5.4. Food Delivery 16](#_Toc81303611)

[5.5. Food Storage 17](#_Toc81303612)

[5.6. Food Labelling 17](#_Toc81303613)

[5.7. Single-use Food Containers 17](#_Toc81303614)

[5.8. Cleaning 17](#_Toc81303615)

[5.9. Personal Hygiene 17](#_Toc81303616)

[5.10. Smoking 18](#_Toc81303617)

[5.11. Health & Safety at Work 18](#_Toc81303618)

[5.12. Waste Removal 18](#_Toc81303619)

[5.13. Pest Control 18](#_Toc81303620)

[6. MANAGEMENT & STAFFING 18](#_Toc81303621)

[6.1. Framework Agreement Management 18](#_Toc81303622)

[6.2. Training 19](#_Toc81303623)

[7. ENVIRONMENT 19](#_Toc81303624)

[7.1. Waste Minimisation 19](#_Toc81303625)

[7.2. Transportation Impacts 19](#_Toc81303626)

[7.3. Energy Efficiency and Water Use 20](#_Toc81303627)

[7.4. Disposal of Fats and Oils from the Cooking Process 20](#_Toc81303628)

[7.5. The Authority’s Requirements 20](#_Toc81303629)

[7.6. Sustainability 20](#_Toc81303630)

[8. FINANCE 20](#_Toc81303631)

[8.1. Pupil Meals 20](#_Toc81303632)

[8.2. Transported Meals 21](#_Toc81303633)

[8.3. Cost Increases 21](#_Toc81303634)

[8.4. Cash Collection 21](#_Toc81303635)

[8.5. School’s Responsibility 21](#_Toc81303636)

[8.6. Purchasing 21](#_Toc81303637)

[8.7. Budget 22](#_Toc81303638)

[8.8. Management Information 22](#_Toc81303639)

[9. SECURITY 23](#_Toc81303640)

[9.1. Catering Areas 23](#_Toc81303641)

[9.2. Keys 23](#_Toc81303642)

[9.3. Cash and Stock 23](#_Toc81303643)

[9.4. Deliveries 23](#_Toc81303644)

[9.5. Risk Register 24](#_Toc81303645)

[9.6. Continuity Plan 24](#_Toc81303646)

[10. PREMISES AND EQUIPMENT 24](#_Toc81303647)

[10.1. Emergency Meals 24](#_Toc81303648)

[10.2. Cleaning 24](#_Toc81303649)

[10.3. Heavy Equipment 25](#_Toc81303650)

[10.4. Light Equipment 25](#_Toc81303651)

[10.5. Use of Premises by Others 26](#_Toc81303652)

[11. MONITORING 26](#_Toc81303653)

[12. RESOLUTION OF SHORTCOMINGS PROCEDURE 26](#_Toc81303654)

[APPENDICES 28](#_Toc81303655)

# DEFINITIONS

Save in respect of the following definitions, in this Specification, the following words and expressions shall have the same meanings as are respectively assigned to them in clause 1 of the Call-Off Terms and Conditions, defined below.

* **“Authority”** means Gloucestershire County Council, or its successor.
* **“Call-Off Contract”** means the contract entered into by an individual School and the Service Provider under the Framework Agreement.
* **“Call-Off Terms and Conditions”** means the call-off terms and conditions set out in Schedule 4 of the Framework Agreement.
* **“Dining Area”** means any dedicated dining hall or dual use hall or class room used for serving and consuming hot and/or (as appropriate) cold meals at a Dining Centre.
* **“Framework Agreement”** means the framework agreement between the Authority and the Service Provider for the provision of school meals under which Schools may place orders for the Services.
* **“School”** means any School placing an order for the Services.
* **“School Food Plan”** means The School Food Plan by H Dimbleby and J Vincent, produced for the Department of Education, July 2013.
* **“School Food Standards”** means the national School Food Standards published by the Children’s Food Trust, September 2014.
* **“School Representative”** means the Head Teacher of a School (or his/her duly authorised representative).
* **“School Term”** means an academic teaching period of Autumn (September- December), Spring (January-April) or Summer (April-July).
* **“Service Provider”** means the contractor appointed to provide the Services under the Framework Agreement.
* **“Services”** means the Services described in this Specification.
* **“Support Services Monitoring Team”** means the team of Authority officers appointed by the Contract Manager to monitor the Service Provider’s performance on behalf of the School.
* **“User”** means any user of the Services.

# INTRODUCTION

The Authority has approximately 240 primary and special schools and 39 secondary schools located throughout the County. Of these, approximately 170 have expressed the wish to use the Framework Agreement for the provision of the Services.

The table below indicates the size and scope of the initial potential requirement.

|  |  |
| --- | --- |
| Number of primary schools (including special schools) | 169 |
| Number of pupils on roll | 28,786 |
| Total number of meals served during the academic year 2018-19 | 2,946,995 |
| Average meals per day | 15,510 |
| Number of kitchens | 53 |
| Number of production kitchens | 43 |
| Number of dining centres | 73 |
| Number of secondary schools | 1 |

The Authority’s values in respect of the Services are:

* To ensure that all young people in Gloucestershire are given the same opportunities to do well at school and in life;
* To work together with schools to support children to be healthy and stay well;
* To support those young people most in need of help.

This will be achieved by:

* Providing healthy, good quality school meals that help children to grow and develop properly and to achieve their best at school;
* Protecting the most vulnerable children by increasing the uptake of healthy, good quality, free meals.
* Demonstrating how they will adhere to the Authority’s Safeguarding Policy, particularly with regard to social networking with pupils.

Within the frame of reference described above, the Authority is seeking from the Service Provider a high quality service, whilst delivering value for money for schools, parents and pupils using the Services.

When the Framework Agreement has been agreed, Schools will be able to call-off Services from the Framework Agreement. Only at that point can the initial number of Schools be confirmed. Whilst all the Schools listed in the School Profiles (Appendix 1) have indicated their intention to do so, it is possible that there may be some minor adjustments to those Schools that call-off Services from the Framework Agreement. The number of Schools may therefore either increase or decrease.

Once a School enters into a Call-Off Contract with the Service Provider under the Framework Agreement, it has committed for a minimum contract period of two years. Thereafter Call-Off Contracts with Schools will continue until expiry or earlier termination in accordance with the terms thereof.

This purpose of the Framework Agreement is restricted to providing for Paid Pupil Meals, Free Meals, Universal Infant Free School Meals, Duty Meals and Staff/Visitor Meals. Any other catering services required by any School shall be by separate arrangement outside the Call-Off Contract.

# THE REQUIREMENT

The Service Provider shall operate a catering service which provides a choice of nutritionally balanced, healthy meals, snacks and beverages, fully complying with all relevant food safety regulations, the School Food Standards and recommendations in the School Food Plan, which reflect the multi-ethnic, cultural and medical dietary needs of Users.

The Authority will monitor the achievement of this requirement by various means, including the use of Key Performance Indicators (KPIs), as detailed in Appendix 2 and Appendix 3, which will be subject to change from time to time.

# BACKGROUND INFORMATION

The Services are regarded as vital to the development of the children’s health and good dietary practice.

There is a statutory responsibility under the Education Act 1996, as amended, to make provision for pupils bringing their own food.

Special diets will only be required when requested by a User and confirmed in writing by a registered doctor or dietician.

It is a prerogative of the Authority to use School properties as rest centres or production kitchens for emergency food preparation. The Service Provider shall co-operate with any such requirement.

The Authority does not guarantee the volume of Free Meals and Paid Meals to be provided under the Framework Agreement nor the number of Schools at which the Services will be provided. Neither the Authority nor the Schools will be responsible for payment for meals not served due to circumstances outside their control, including closures due to adverse weather, national or local emergencies or illness.

For information, the price charged to a User that requires a primary paid meal at 1st September 2021 is £2.34. This does not necessarily reflect the actual cost of meal provision.

Under the Framework Agreement, the price charged by the Service Provider for free and paid meals shall fully cover the cost of the Services. There will be no central annual subsidy or subsidy per meal available.

Meals are served on an average of 190 days in an academic year. This figure does not include INSET or cleaning days. The Authority cannot guarantee that the number of days per year or the current arrangement of terms will remain unchanged.

The Authority acknowledges that school residential trips, Christmas parties etc. will reduce meal numbers from time to time.

The Authority is committed to fairness and equality for all its employees and Service Provider Staff.

The Framework Agreement will be arranged by the Authority, but the Contract will be between the individual Schools and the Service Provider. Schools may request to join the Framework Agreement at any point in time during the term of the Framework Agreement. Every Call-Off Contract will expire automatically on 28 July 2026.

#

# SPECIFICATION OF INITIAL SERVICES TO BE PROVIDED

A detailed School profile for each of the Schools intending to call-off Services from the Framework Agreement is provided in Appendix 1.

# MENU STRUCTURE AND FOOD QUALITY STANDARDS

The current catering service holds the Food for Life Partnership Silver Award, and a key objective going forward is that this achievement is retained.

## Primary and Special School Meals

A meal is to be a two-course, nutritionally balanced meal, offering daily choice, to include sauces.

The minimum menu range shall consist of:

1. a choice of two hot main meal protein items, one of which shall be suitable for vegetarians; either potato, pasta or rice and two vegetables, one of which is to be fresh;
2. a filled jacket potato, salad, or soup and filled baguette option, served with hot vegetables or salad as appropriate.

Freshly baked bread, crudités and a choice of fresh fruit shall be available on a daily basis.

Desserts shall be served with an accompaniment of custard, other sauce or ice cream where appropriate.

No nuts shall be used in any dish, or be available in any form. All Schools are nut-free.

No genetically modified foods shall be knowingly used.

The selling price for each meal shall include the chosen main meal and accompanying potato, pasta or rice and vegetables, together with the chosen dessert, fresh fruit or yoghurt.

The Service Provider will be informed by 10.30am each day of the number and choice of meals required. However, the Service Provider shall ensure that adequate food is available to replace the occasional meal dropped by pupils.

## Packed Lunches

Where packed lunches are provided, they shall meet the Children’s Food Trust Standards.

Packed meals for primary school children shall contain as a minimum:

* at least one portion of fruit and one portion of vegetables every day.
* meat, fish, eggs, or a non-dairy protein (e.g. lentils, kidney beans, chickpeas, houmous, falafel) every day.
* oily fish, such as salmon, at least once every three weeks.
* a starchy food such as any type of bread (white or wholegrain rolls, pitta bread or wraps), pasta, rice, couscous, noodles, potatoes or another cereal every day.
* a dairy food such as milk, cheese, yoghurt, fromage frais or custard every day.
* a drink of water, fruit juice or smoothie (maximum portion 150ml), semi-skimmed, 1% fat or skimmed milk, yoghurt or another milk drink.
* an additional hot item such as a pasty, sausage roll, pizza slice, etc., when requested by the School.

Schools shall arrange their own collection of packed lunches. These shall be prepared as close as possible to the receiving School. They shall be the same price as a paid meal.

## Menu Cycle

The Service Provider shall produce and adhere to a minimum of a three-week menu cycle, structured on the requirement of the Schedule of Catering Services. This shall include traditional favourites, such as roast dinners, more than once per week.

The menu cycle shall be changed a minimum of twice per year to reflect the seasons, with the use of fresh and seasonal items. Popular items shall be spread across the whole week. The Service Provider shall consult with the Authority throughout the menu planning process to include menu meetings, recipe testing and food tasting. The Authority may require changes to be made before the new menu is introduced.

The School Representative may, at their absolute discretion, ask for minor changes to be made to the menu cycle after the first cycle has been completed. Any changes shall be within the same cost and continue to meet the School Food Standards.

Items on menus shall be accurately described and clearly understandable by the User group.

The menu, including allergen information, shall also be made available for the School website.

In the event that further requirements are made by the DfE, the Service Provider shall work with the Authority in implementing any changes required. It will be the Authority’s responsibility to decide if any such recommendations will be implemented.

## Special Schools

The provision of school meals in the Schools that come under this category has been identified as unique compared with the remainder of the Schools included in the Framework Agreement. Special Schools shall be provided with a hot meal service, irrespective of the number of meals being served, at no additional cost to the School. The following points need to be taken into account by the Service Provider:

a) A larger proportion of children are likely to require special diets. It is essential that they are catered for to a high standard, to meet these requirements.

b) Meals will often need to be prepared in a special way. Examples of this would include:

* Altered texture, i.e. puree or soft
* Weight reducing
* Additive exclusions
* Gluten free
* Dairy free
* Diabetic etc.

c) Special Schools have a mix of nursery, primary and secondary age children; consequently, larger meal sizes will be required for older children and those with large appetites. Portion sizes for children above primary school age shall be to the secondary school requirements.

d) The children attending the Schools vary in age and special needs.

e) The catering staff employed in special school kitchens need to be trained and particularly sympathetic to the needs of these children.

## Healthy Eating

The Service Provider shall promote healthy eating and shall encourage both a reduction in salt, sugar and fat, and an increase in wholegrains, fruit and vegetables.

It is essential for the Service Provider to ensure that the nutritional content of each menu meets the School Food Standards.

## Vegetarian

Vegetarian items shall be served separately from those containing meat and fish. Similarly, meat and fish dishes shall also be served separately.

The vegetarian menu shall be compliant with the School Food Standards in itself.

Vegetarian dishes that contain cheese shall be made with “vegetarian” cheese and no meat or fish products shall be used in the preparation of vegetarian dishes.

## Ethnic Meals and Special Dietary Requirements

There shall be compliance with the specific dietary requirements of cultural and religious groups by offering the vegetarian option. This includes the need to take into account items that contain hidden products, e.g. animal fats, that could cause offence under religious beliefs. Other special dietary requirements will be communicated according to medical advice. These will be communicated to the Service Provider in advance of the meal service.

## Food Quality

The Service Provider shall offer freshly prepared food of a wholesome quality. Food preparation shall comply with the two hour rule, and hot food items shall be held for the minimum time possible before service, to prevent food spoilage.

For the avoidance of doubt, the two hour rule relates to product that is below 5ºC at the start of the two hours. It shall not be used for foods that are prepared in an ambient state until they have been chilled to below 5ºC.

The Service Provider shall ensure that they have traceability in their food supply chain and are able to identify the origin of all meat used in the provision of the Services.

## Beverages

An adequate supply of cold fresh drinking water and cups or glasses is required for all pupils eating school meals.

## Portion Sizes and Meal Choices

Portion sizes shall be no lower than that required to meet the School Food Standards. The Service Provider shall adopt a common sense approach to the portion sizes served in primary schools. The same size protein item shall be served to all Users but the potato/rice/pasta and vegetables can be adjusted to meet individual User needs if requested by the School Representative.

The Service Provider shall provide coloured wrist bands for primary pupils to identify meal choices.

## Recipe File

All recipes used by the Service Provider shall be approved by the Authority before they are used by the Service Provider and shall not be changed without the Authority’s written consent. The nutritional and allergen breakdown of each recipe shall be provided electronically to the Authority by the Service Provider on submission of the proposed menu cycles. This recipe file shall contain details of the portion sizes and, once approved, shall be available online to the Authority at all times.

Any changes to menus will require an updated nutritional and allergen analysis to be submitted. This will enable the Authority to independently verify that the School Food Standards are being met.

On request, the Service Provider shall provide the actual sales mix for individual Schools and the Framework Agreement as a whole.

# SECONDARY SCHOOLS

If a secondary school uses the Framework Agreement for the provision of the Services, their requirements will differ from those of primary and special schools in the following respects.

## Morning Break

The food offer during morning breaks shall provide an appropriate selection for the student group. The offer may include cheese, but only as part of a balanced offer where healthy options are available. Pastry products shall be avoided. The morning break offer shall be changed on a regular basis to avoid menu fatigue.

## Lunch

The Service Provider will be expected to be innovative in the provision of the catering services, in order to respond to market forces and the School’s individual needs, in line with the guidelines set out in this Specification and the School Food Standards.

A choice of at least two hot main meal protein items, potato, pasta or rice and two vegetables, one of which is to be fresh, shall be available on a daily basis.

In addition to the above, a salad shall be available with a choice of meat/fish and vegetarian protein element, and a choice of snack items including sandwiches, baguettes, wraps, pasta with sauce and jacket potatoes with fillings.

A selection of desserts, to include yoghurt and fresh fruit, and a selection of beverages shall be available.

All items shall be individually priced.

At least one hot meal with vegetables, potatoes/pasta/rice and a dessert shall be available as an all-inclusive meal, for the set meal price, and available to those receiving either paid or free meals.

For those entitled to a free school meal who do not wish to take the set price meal, the entitlement shall be equivalent to the selling price of the set price meal.

Menus shall be publicised before the start of each week or on the first morning following a holiday period.

## Finance

In secondary schools where cash payments are accepted, the Service Provider shall be responsible for cash collection, reconciliation, safe keeping and banking.

The Service Provider shall agree an annual fixed budget with each secondary school. Where a return is payable to the School, it shall be made within seven working days of the end of each term. Where the agreed fixed budget has a shortfall of income over cost, the Service Provider shall invoice the School on a monthly basis for one twelfth of the agreed sum. The budget shall not normally rise in excess of CPI unless there are exceptional circumstances.

The Service Provider may request on an annual basis an increase in the tariff. This shall be limited to CPI.

The Service Provider shall rebate to the Authority 1% of all turnover (including all cash sales, paid meals, free meals, adult meals and hospitality). This shall be paid on a termly basis within 14 days of the last day of term.

# STANDARD OF SERVICE

## Speed of Service

All meals shall be supplied at the agreed meal times, be of good quality and quantity and be nutritionally balanced and well presented. Food items shall not be delivered to the service counter more than 15 minutes before the required meal time.

The Service Provider shall offer an efficient, pleasant and timely level of service, with queuing being kept to a minimum prior to pupils being served and during the service process.

## Consistency

The Service Provider shall deliver the Services to a consistently high standard, and there shall only be minimal fluctuations in the standard of food offered and service provided.

## Service and Clearing

The service of meals shall be an assisted service for all Users.

Preparation of the dining hall, ready for service for pupils taking school meals, is a shared responsibility between the Service Provider and the School. The Service Provider’s responsibility is in proportion to the number of Users using the Services.

Pupils will self-clear to the appropriate clearing place or trolley, and the Service Provider shall ensure that dining tables are cleaned, if required, and put away into their storage area after use. Space shall always be available on the clearing table or trolley for pupils to self-clear.

The Service Provider shall clear dining tables in the event that a pupil, for whatever reason, does not self-clear.

After service, the Service Provider shall put away tables/chairs used in the provision of the Services.

Schools shall provide an area for pupils to eat packed lunches brought from home. Schools shall provide adequate mid-day supervision of all pupils in the Dining Areas.

## Transported Meals

The Service Provider shall ensure that all transported meals are delivered in a safe and hygienic manner.

The time between cooking and service shall not exceed 40 minutes, and temperature and time records shall be kept for despatch and delivery of meals. This documentation shall also include details of meals sent. Space shall be available to record meals issued or wasted, and comments on the quality or quantity of meals.

Food shall be appropriately packed in insulated/heated containers to maximise temperature retention; these shall be sanitised prior to use.

The Service Provider shall be responsible for the provision of all transport services which are ancillary to the provision of the Services. The Service Provider shall ensure the integrity of the supply chain for all transported meals. As far as possible, the same member of staff shall be responsible for packing, delivery and service of transported meals for each dining centre. When a member of the Service Provider’s staff uses their own transport for the delivery of meals, the Service Provider shall ensure that the vehicle is kept to an acceptable standard and that adequate insurance cover is in place.

The Service Provider shall inspect vehicles used for transporting meals on a weekly basis and record the results.

## Healthy Snacks

Where healthy snacks are required, they will be provided and managed as determined by negotiations between the Service Provider and each individual School.

## Special Functions

The Service Provider may be required to provide food and drink for special functions, e.g. parents’ evenings, Christmas celebrations and packed lunches for organised trips. The price for Christmas and packed lunches shall be no more than the agreed school meal price.

# MARKETING

The Service Provider shall market and promote the catering facility to Users and pupils’ parents in an appropriate and professional manner, without the use of inappropriate techniques.

The Service Provider shall undertake regular market research and customer satisfaction surveys with Users, such as focus groups or face-to-face interviews, to enable them to understand the needs and wants of the User group.

## Marketing Plan

The Service Provider shall prepare an annual marketing plan, which shall be agreed with the Authority prior to implementation, identifying how the business will be developed, what promotions and special days will take place, what material will be used and how results will be monitored. When agreed, the marketing plan shall be implemented by the Service Provider.

The marketing plan shall contain three key Authority objectives: to increase the uptake of free meals, paid meals and healthy promotions.

The success of the marketing plan will be measured by the increase in the uptake of free and paid meals.

## Advertising

The Service Provider shall not, without the Authority’s or (as appropriate) the relevant School Representative’s consent, display any sign, notice or material containing the Service Provider’s name, symbol or descriptive mark, or any other signage to indicate the identity of the Service Provider, within the School buildings. This includes uniforms and badges, but excludes safety and other notices in areas that are normally seen exclusively by the Service Provider’s staff.

Third party advertisements may not be included on any marketing material, or on any menus.

## Menus

Every effort shall be made by the Service Provider, through their marketing material, to encourage the pupils to eat a well-balanced, nutritious meal.

When the menu changes, printed menus shall be sent by the Service Provider to all Schools, shortly before the end of the term preceding the change. Schools will distribute the menu to parents.

The menu shall also be made available on the Service Provider’s website for the Framework Agreement.

## Point-of-Sale Material

The Service Provider shall use tasteful and appropriate point-of-sale material. There shall be no handwritten signs or inappropriate information. All point-of-sale material and signage, whether displayed in a dining hall or elsewhere, shall be agreed with the School Representative prior to display.

All foods shall be accurately described, and the tariff shall be prominently displayed where appropriate.

## Meal Payment System

The Authority currently uses a web-based system, ParentPay, for the collection of monies for school meals and the reporting of all free school meals. The system is also used for other School payments such as school trips or uniform. There is no cash payment for pupil meals at the point of sale. Staff and visitor meals are by local arrangement between the Service Provider and the School, and the Service Provider may, in agreement with the School, also use the same web-based system for these meals.

The Service Provider shall be responsible for the annual licensing costs associated with the system.

Any online payment system proposed shall:

1. be able to process and store data securely
2. comply with the Data Protection Act 2018 and current data protection legislation in the management and disposal of personal data
3. comply with all relevant PCI DSS (Payment Card Industry Data Security Standard) requirements
4. host data in a certified centre complying with ISO/IEC 27001
5. be able to automatically and securely import data from the School’s MIS system
6. be accessible to the Service Provider, individual schools, parents and the Authority
7. produce all relevant reports
8. be able to import data from the existing system.

The Service Provider shall provide electronically within 48 hours all reports from the meal payment system requested by the Authority.

## Mobilisation presentations

As part of the mobilisation process, the Service Provider shall, in conjunction with the Authority, participate in presentations to Head Teachers and other stakeholders in respect of the new Framework Agreement. The details of the content and dates will be agreed on the conclusion of the standstill period.

# HEALTH, SAFETY & HYGIENE

## Food Hygiene

The Service Provider shall ensure that, in the provision of the Services, their staff conform to all relevant requirements of English Law and good practice in relation to food hygiene and, in particular, with the following publications:

1. Regulation 852/2004 on the hygiene of foodstuffs
2. Food Safety and Hygiene (England) Regulations 2013
3. Food Safety Act 1990 and relevant regulations
4. Materials and Articles in contact with Food Regulations 2012
5. Food Labelling Regulations 1996 (as amended 2014)
6. COSHH Regulations 2002 (as amended)

The Authoritywill carry out regular inspections of the kitchen areas at the Schools, and the Service Provider shall co-operate and assist with these. Any shortcomings identified during these inspections shall be rectified immediately by the Service Provider.

The Service Provider shall permit any of the Authority, their consultants or the local Environmental Health Officer or similar, to inspect the work areas at any School without notice, at any reasonable time. The Service Provider shall allow any such person to take and test samples of food, equipment or materials used, or to be used, in the provision of the Services.

The Service Provider shall co-operate with any such inspection.

On receiving any reports documenting inspection from any external agency, the Service Provider shall supply within 7 days a copy of the said inspection report(s) to the Authority, together with the Service Provider’s recommendations for compliance and remedial action on any issues raised.

Any item of food that has been frozen and then thawed may not, under any circumstances, be re-frozen.

Previously cooked or reheated food may not be reheated unless written permission has been given by the Authority.

## Hazard Analysis Critical Control Points (HACCP)

The Service Provider shall implement and operate a HACCP system in accordance with the Food Safety and Hygiene (England) Regulations 2013. As the proprietor of a food business, the Service Provider has an obligation to:

Identify any step in the activities in the food business which is critical to ensuring food safety and to ensure that adequate safety procedures are identified, implemented, maintained and reviewed on the basis of the following principles:

* Analysis of food hazards in a food business operation.
* Identify the points in those operations where food hazards may occur.
* Decide which of the points identified are critical to ensuring Food Safety (‘Critical Control Points’).
* Identify and implement effective control and monitoring procedures at those Critical Control Points.
* Review the analysis of food hazards, the Critical Control Points and monitoring procedures periodically and whenever the food business operations change.

The Service Provider shall monitor the consistent application of the HACCP system across all sites.

## Temperature Control

The Service Provider shall ensure at all times that appropriate temperature control is used. Frozen food items shall be stored below -18°C, chilled foods shall be stored and served below 5°C and hot foods, on the completion of cooking, shall be kept above 63°C. Any regenerated food shall achieve a minimum temperature of 75°C. All fridges, freezers and sterilising sinks shall be checked for correct operation on a daily basis, and temperatures recorded.

## Food Delivery

The Service Provider shall implement quality control procedures for all incoming ingredients and foodstuffs, to ensure that goods are within their stated expiry date, that they are free from damage and pest infestation/damage, have been stored and transported at the correct temperature and are suitable for consumption by Users.

## Food Storage

The Service Provider shall ensure that all food is stored in an appropriate manner, wrapped, labelled and dated. Food shall be disposed of, should the “use by” or “best before” date be exceeded.

## Food Labelling

The Service Provider shall ensure that each individual pre-packed food item is labelled in accordance with The Food Labelling Regulations, 1996, 2014 and 2019, as amended from time to time. The minimum requirement shall be name of the product, any allergens and the “use by” or “best before” date. All pre-packed products, including items produced in the school, shall have a list of ingredients on them, with all allergens highlighted in bold or a different font that will make them easily identifiable.

## Single-use Food Containers

Single-use food containers and food delivery packaging shall be recycled after the contents have been used and shall not be re-used for any food preparation, food storage, cleaning or other purposes.

## Cleaning

The Service Provider shall operate to the highest standards of cleanliness, and ensure that a cleaning checklist is completed at the end of each day by a supervisor. These signed checklists shall be retained for inspection by the Authority, their consultants and/or the Environmental Health Officer for a period of no less than one year.

The Service Provider shall be responsible for the cleaning of all catering areas and equipment, and for the supply and use of appropriate, specialist cleaning materials including grease packs, dishwashing detergents, rinse aid and combination oven cleaners and descalers.

As the Gloucestershire water supply contains high levels of calcium and magnesium compounds, atmospheric steamers and combination ovens are highly susceptible to limescale formation. These items shall be maintained as per the manufacturer’s instructions. If there is evidence that damage to the equipment is because of heavy limescale build-up, the Authority reserves the right to charge the Service Provider for repair or replacement.

In Schools where there is a shared responsibility, the dining room tables, dining hall or hall and servery floors shall be brushed and spot mopped by the Service Provider after service, as appropriate.

Disposable cloths shall be used for cleaning equipment and disposable paper towel for drying. Where non-disposable cloths are used, e.g. oven cloths, these shall be laundered off site. The use of tea towels is not permitted except for polishing glasses and cutlery.

## Personal Hygiene

The Service Provider shall employ only persons who are in good health and have a high standard of personal hygiene. Staff shall wash their hands prior to commencing work, after using the toilet and between different catering activities.

The Service Provider shall ensure the highest standard of appearance and behaviour by their staff. Whilst on duty, staff shall wear an appropriate, clean uniform, to be agreed with the School. This shall include an identification badge, head covering and enclosed safety footwear. Uniforms that become heavily soiled shall be changed as soon as practicable.

## Smoking

The Service Provider’s staff shall not be permitted to smoke while on duty, on any of the School premises or grounds, when in uniform, or when transporting meals, under any circumstances.

## Health & Safety at Work

The Service Provider shall ensure the highest standard of health and safety at work, including full compliance with the Management of Health & Safety at Work Regulations 1999 and the COSHH Regulations 2002 (as amended) regarding the storage and use of chemicals.

The Service Provider shall take general fire precautions in respect of areas under their control and conform to the 2006 Regulations.

Appropriate training shall be provided to the Service Provider’s staff, particularly in respect of the use of meat slicers, food mixers, steamers and other heavy kitchen equipment.

The School will provide adequate fire-fighting equipment in kitchen areas and training for the Service Provider’s staff in the use of such fire-fighting equipment.

## Waste Removal

The Service Provider shall separate and remove all waste (including food waste, recyclables, etc.) from the kitchen and dining hall area and the School will arrange the removal of that waste from site (subject to clause 7.1 of this Specification).

## Pest Control

The School is responsible for pest control across the whole site and will provide pest control services for the kitchen. The Service Provider shall take appropriate action, so as not to encourage vermin or pests in the catering area. The Service Provider shall report to the School any evidence of infestation, as soon as practically possible, and this shall not, in any event, be longer than 24 hours.

# MANAGEMENT & STAFFING

## Framework Agreement Management

The Service Provider shall nominate a Representative in accordance with clause 15 of the Call-Off Terms and Conditions, who will act as the first point of contact for the Authority.

The Service Provider’s Representative shall be supervised and supported at all times by the Service Provider.

The Service Provider’s Representative shall, in turn, supervise and support a sufficient number of “Area Managers” to oversee the provision of the Services, to ensure the consistency of the level of services across all Schools. Schools shall be regularly visited and supported by their Area Manager. A record of all visits shall be kept on site, and forwarded electronically to the Authority on a school-termly basis.

The kitchen at each of the Schools shall have a member of the Service Provider’s staff (being a cook or supervisor) based on site at the School, who will be responsible for the provision of the Services at that School.

The Service Provider’s Representative shall be of such a calibre that they will be able to deliver a high-quality and cost-effective service.

The Service Provider shall ensure adequate supervision of all their staff, whether permanent, temporary or relief.

## Training

The Service Provider shall ensure adequate training for their staff for all activities including, but not limited to:

1. The task they have to perform;
2. All relevant rules of the Authority and the relevant School;
3. All relevant rules and procedures concerning food hygiene;
4. All relevant rules and procedures concerning health and safety at work;
5. All relevant rules and procedures concerning fire risks and fire precautions;
6. Customer care for Users;
7. Packing meals for transportation (where applicable);
8. Marketing, healthy lifestyles and nutritional standards;
9. Safeguarding

The Service Provider shall prepare a training plan for their staff, on at least an annual basis, and ensure that appropriate training and refresher training takes place. The training plan shall include details of the objective of the training, what training is to be undertaken and who is to be trained. The Service Provider shall provide a termly report on the training completed against the training plan.

The Service Provider shall ensure that all their staff are trained in basic food hygiene prior to commencing work, and that they hold or pass the CIEH Level 2 Award in Food Safety in Catering, or equivalent, within six weeks of commencing work.

The Service Provider shall pay their staff for any additional hours required to undertake training.

Any information relevant to a specific workplace or working practice prepared by the School and/or the Authority shall be issued to all the Service Provider’s staff.

# ENVIRONMENT

## Waste Minimisation

The Service Provider shall use their best endeavours to minimise consumption of products such as glass, plastic cups and pots, paper, board, aluminium, steel and general packaging used or generated in the provision of the Services. The Service Provider shall also endeavour to reuse or recycle all products associated with the delivery of the Services. The School will arrange for the removal of that recycling from site.

The Service Provider shall make every effort to minimise food waste, while ensuring that all pupils receive their choice of meal. This includes both production and plate waste.

## Transportation Impacts

The Service Provider shall make every effort to minimise the transportation impacts associated with all aspects of the provision of the Services, including transported meals and Framework Agreement management.

## Energy Efficiency and Water Use

The Service Provider shall use their best endeavours to manage, control and reduce the use of energy and water.

Where meals are produced at one School and transported to another, the Service Provider shall pay a contribution to the School where the meal is produced, at the rate of 15p per meal, to contribute to energy, waste removal and other overhead costs associated with producing meals. This will increase on an annual basis in line with CPI. The contribution is set at a level to encourage Schools with kitchen facilities to allow these to be used for the preparation of transported meals.

## Disposal of Fats and Oils from the Cooking Process

Fats and oils shall be collected in a suitable lidded container. They shall not be disposed of down the sink or into the drains. Waste oil must be removed by a registered waste contractor and documentation kept of the removal. The Service Provider shall seek ways of passing on waste oil for recycling.

The Service Provider will be responsible for managing the Mechline GreasePak dispensers in all production kitchens and for the supply of the dosing fluid. The Service Provider shall ensure that the GreasePak dispenser always has adequate fluid to enable it to work correctly.

## The Authority’s Requirements

The Service Provider shall comply with any environmental policies issued by the Authority.

## Sustainability

The Service Provider shall perform their obligations under the Framework Agreement in accordance with best practice and in a sustainable way. The Service Provider shall work to the principles of a circular economy, having due regard for social development and environmental protection in how they provide services and procure products.

Annually, on each anniversary of the Commencement Date, the Service Provider shall put forward their sustainability plan, identifying how they will make the Framework Agreement more sustainable and how they will reduce their carbon footprint. This shall then be reviewed at the regular contract meetings with the Authority.

# FINANCE

## Pupil Meals

These shall be meals provided to pupils under the terms of, and in accordance with, the Education Act 1996 (as amended).

 The same specification, nutritional content, quality standard and financial value will apply for all meals.

Each SchoolRepresentative will inform the Service Provider of the pupils attending the School that are entitled to receive Free Meals and Universal Infant Free School Meals.

The Service Provider shall submit management information electronically (via ParentPay or equivalent) to the Authority on a weekly basis, showing the number of Free Meals, Universal Infant Free School Meals and Paid Meals provided at each School.

At the end of each monthly accounting period, the Service Provider shall invoice the Authority for the number of meals provided multiplied by the tendered cost per meal.

The tendered cost per meal will not necessarily be equal to the selling price of a Paid Meal and individual Schools may, at their own discretion, reduce the selling price of Paid Meals and pay the difference between the tendered price and the selling price themselves to the Service Provider for the number of Paid Meals actually served.

## Transported Meals

At the end of each term, the Service Provider shall reimburse each School with a production kitchen 18 pence per meal for any meal produced for consumption in a dining centre, as a contribution to utility costs. The reimbursement shall increase on an annual basis in line with CPI for electricity, gas and other fuels.

## Cost Increases

The tendered pupil meal cost shall remain fixed for a period of twelve months from the commencement of the Framework Agreement. Thereafter, the Service Provider may request an adjustment to the pupil meal cost, provided that such adjustments shall be effective only on the first and subsequent anniversaries of the Framework Agreement. The maximum adjustment to the cost shall be 60% Labour plus 40% Non-Labour, as determined in the Index. “Index” shall mean the average earning Index for Labour and the “All Items Index of the Consumer Price Index” for non-labour factors issued by the Office for National Statistics or any subsequent Government Department, i.e.

|  |  |
| --- | --- |
| Current cost x 60% x average earnings index) |  |
| ) | = new cost |
| Current cost x 40% x CPI) |  |

## Cash Collection

There will be no cash collection in primary schools.

## School’s Responsibility

In the event that a pupil is not entitled to a Free Meal or Universal Infant Free School Meal and has neither paid for a Paid Pupil Meal nor been provided with a packed lunch, the School will decide if the pupil is to be provided with a meal. In this event, the School will be responsible for the cost of the meal incurred.

At the end of the academic year, any outstanding debts for school meals (excluding Staff/Visitor meals) will be recharged by the Authority to the School.

Any adult meals, catering for visitors, INSET days or other catering requested by Schools is a matter between the individual School and the Service Provider, and not part of this Framework Agreement.

If a local arrangement for catering other than that described in this Specification is entered into and ParentPay (or equivalent) is used, it must be reported separately from and not as part of this Framework Agreement, for VAT reasons.

## Purchasing

All goods, food, disposables, cleaning materials and equipment shall be purchased at the best net price, taking into account the principles of sustainability, and shall be net of all trade discounts. Net purchase prices shall be shown on the monthly trading invoice for clarification. The principles of sustainability include, where appropriate, buying reused or recycled products, buying products that are resource efficient (for example in terms of water and energy consumption), buying bio-degradable products, buying resources such as wood from sustainable managed sources, and buying products with minimum transportation impacts.

The Service Provider shall report on a school termly basis the average cost of food per meal consumed. Clarity in respect of the food cost per meal is a fundamental requirement and, in the event that it becomes apparent the Service Provider has retained any income whatsoever as a consequence of food purchasing (including discounts, rebates from suppliers, overriders, paybacks, reduction on settlement or statement, or any other form), the Service Provider shall refund all monies retained over the life of the Call-Off Contracts.

The Service Provider shall provide an audit certificate from their external auditors, confirming on an annual basis that no monies have been retained from any form of food purchasing.

The Service Provider shall make every effort to purchase goods from nominated suppliers who are based within the County of Gloucestershire and whose products originate from within the County.

Where the Service Provider’s nominated suppliers are unable to supply to the quality, range or price required by the Authority, the Service Provider shall source products from non-nominated suppliers who can demonstrate the appropriate due diligence and hygiene standards.

The Service Provider shall put in place an audit trail to be able to trace all meat and other animal products back to their original source. They shall also ensure that all supplies of processed products are only sourced from food plants that operate a system of HACCP. Details of sources shall be provided to the Authority on request.

The Authority is currently working with South West Food Hub, the University of Gloucestershire and the Royal Agricultural University to increase the use of fresh, seasonal and local products via a robust dynamic purchasing system. The Service Provider shall work with the Authority to further these objectives.

The Service Provider shall report to the Authority on an annual basis how it is meeting the requirement of this clause, and shall not change from the agreed suppliers, without consultation and agreement from the Contract Manager.

## Budget

On an annual basis, the Service Provider shall produce a detailed annual operating budget, identifying income, costs of sales and other expenditure. Only in exceptional circumstances will the budget increase above the rate of inflation.

## Management Information

The Service Provider will be required to provide the Authority with regular information regarding the day to day running of the Services. This shall include submission of a weekly progress report and a half-termly progress report. The half-termly report will be emailed by the Authority to all Schools using the Services. Other reports will be requested, as and when required, and the Service Provider shall produce these within seven days.

The Service Provider shall maintain data on a weekly basis of free and paid meal numbers against entitlement for each School.

The Service Provider will be required to submit an annual report on the operational and financial performance of the Framework Agreement. A list of management information that will be regularly requested is in Appendix 4.

In addition to the reports, the Service Provider and the Authority will meet monthly to discuss the Services. Any data, documents, files or presentations to be discussed shall be submitted by the Service Provider to the Authority five working days in advance of the meeting.

On a monthly basis, the Service Provider shall produce management information, showing the budget against actual and variance, for both the trading period and year to date.

All management information provided by the Service Provider shall be spell checked and submitted in electronic form, in Word for text and Excel for numerical and financial data. The files shall not be password protected (except for TUPE information) or have any locked cells. Where formulae are used to calculate figures, they shall not be removed. PDF versions of documents may also be sent in addition to the Word or Excel version, as a record of what was submitted. No files shall be embedded in other files.

# SECURITY

## Catering Areas

The Service Provider shall be responsible for ensuring that the catering area (and Dining Areas if appropriate) are secured at the end of each day. All the Service Provider’s staff will be required to comply with the School’s security procedures.

## Keys

The Service Provider will be issued with keys for lockable items and the kitchen area, including fridges and the store room. These shall be returned to the nominated School Representative on a daily basis and not removed from the buildings. If the Service Provider or their staff lose keys, the Authority will replace the locks and charge the cost to the Service Provider. Keys to the kitchen area will be retained by the School and issued on a daily basis for locking and unlocking the facility.

## Cash and Stock

The Service Provider shall be responsible for all stock and cash collected by themselves on site (secondary schools only). The Service Provider shall be responsible for insuring both cash and stock, and for making their own arrangements for banking.

## Deliveries

Deliveries can only be received when the Service Provider’s staff are on site. School staff and other contracted staff are not permitted to sign for or receive the Service Provider’s goods. The Service Provider shall ensure that they have adequate staff to collect deliveries when they arrive.

All deliveries are to be scheduled at times which will minimise disruption and inconvenience to the normal activities of the school. Deliveries shall not be scheduled during school arrival and departure times. The Service Provider shall maintain clear access to the delivery point, with no obstructions to delivery vehicles.

All suppliers shall be made aware of the procedures and regulations concerning deliveries to the schools and all movements in the school curtilage or immediate vicinity shall be made in a safe manner. There shall be no evidence of excessive speed or dangerous manoeuvring of vehicles within the school curtilage or immediately adjacent to the school curtilage.

Delivery areas shall be left clean and tidy within 30 minutes of the receipt of catering related deliveries.

Stocks shall be stored only in designated areas, in compliance with the health, safety and hygiene regulations regarding height of storage, temperature controls and avoidance of cross-contamination.

All goods received shall be checked against the appropriate specification to ensure that they are of the correct quality and temperature.

## Risk Register

On the award of the Framework Agreement, the Service Provider shall develop risk registers for the mobilisation process and the operation of the Framework Agreement. The register shall identify the risk, the level of severity of the risk, the likelihood of the risk and the actions taken to mitigate the risk.

The risk register shall be maintained and reviewed throughout the life of the Framework Agreement and submitted to the Contract Manager on an annual basis, or on request.

## Continuity Plan

The Service Provider shall develop a continuity plan of how to maintain the service delivery in the event of unforeseen circumstances, including adverse weather, transport, utility, facilities, supply chain, food safety or workforce issues.

The continuity plan shall be maintained and reviewed throughout the life of the Framework and submitted to the Contract Manager on an annual basis or on request.

# PREMISES AND EQUIPMENT

## Emergency Meals

If, for any reason, the catering operation is unable to be conducted from any of the Schools’ kitchens, an emergency action plan shall be in place to ensure that all the Services will be maintained.

## Cleaning

The Authority shall deep clean all areas above 2 metres.

The Service Provider shall thoroughly clean all of the Service Provider’s Equipment, Authority Property, Heavy Equipment and Light Equipment prior to the beginning of each school term (three cleaning days per annum) and then maintain the standard on a daily and weekly basis.

Before the end of each term, the Service Provider shall submit a schedule of the cleaning days for each location, which shall include all school kitchens, all production kitchens and all dining centres. Cleaning days shall only take place when the kitchens are closed and no meals or food are produced.

On completion of the cleaning, the Service Provider shall advise the Authority of the dates of completion of the work, and the Authority will inspect a sample of locations before the work is signed off.

If additional cleaning is required after major maintenance has taken place in the kitchen, the Service Provider shall undertake this cleaning and may invoice the School for the actual cost/time involved.

## Heavy Equipment

The Service Provider shall manage equipment maintenance requests, reporting them to the School or the Authority, depending on the nature of the request. The Authority will provide details of items that should be referred to Schools and those which may be referred to GCC Property Care Helpline.

The Authority will, as they see fit, replace heavy equipment. The Authority shall not be liable for any losses incurred by the Service Provider in the event of heavy equipment failure. Any breakages, misuse or damage due to the Service Provider’s negligence shall be paid for by the Service Provider.

The School will arrange for PAT testing of equipment in the kitchen areas, where required.

The Service Provider shall be responsible for the cleaning of the Rational combination ovens. These must be maintained to the manufacturer’s standards using the manufacturer’s cleaning products, including cleaner tablets and care tablets. These products shall not be substituted with any other product. In the event of damage to ovens due to incorrect cleaning or use of an incorrect product, the Service Provider shall be responsible for any costs incurred.

The Authority has installed the Mechline GreasePak system to prevent the build-up of fats, oils and grease (FOG) in the drains. The Service Provider shall follow the manufacturer’s instructions in the use of the system and shall ensure that the enzymes used for breaking down FOG are maintained. In the event that drains become blocked with FOG and the system has not been maintained correctly or the enzyme has run out, the Service Provider shall be responsible for the cleaning of the school drains at no additional cost to the School or the Authority.

The inventory of catering equipment at each school can be found in Appendix 5.

## Light Equipment

The Authority will provide the initial stock of light equipment.

Thereafter, the Service Provider shall maintain the stock of light equipment at an adequate level to provide the Services to the required standard and shall undertake an inventory on a school termly basis.

The final selection of crockery or trays and cutlery shall be as specified by the Authority. Crockery and cutlery shall not carry the Service Provider’s name, initials or emblem.

At the end of the Framework Agreement, the Service Provider shall make the level of light equipment up to the agreed level and pass this stock of equipment back to the Authority in good condition.

## Use of Premises by Others

Schools are encouraged to use the kitchen for other events, such as school fetes and PTA fundraising activity. The School will ensure that the kitchen is cleaned after the event, to the same standard as it was prior to the use by the School and return any light equipment which they have used.

The Service Provider shall instruct users in the use of the equipment, where requested.

Breakfast clubs are operated by Schools and not the Service Provider. Where this is a regular occurrence, it is identified on the school profile.

The Service Provider shall sanitise the kitchen before use for the provision of meals.

# MONITORING

The Authority will monitor the operational and financial performance on the Schools’ behalf. This will involve regular visits to Schools by members of the Support Services Monitoring Team. The findings of the monitoring will be reported back to both the Schools and the Service Provider. This monitoring will be in addition to the Service Provider’s own monitoring and not instead of it. The methodology for monitoring by the Authority, including the implication of shortfalls in the Service Provider’s performance, is detailed in Appendix 6.

The Service Provider shall monitor the quality of service delivery at each School on a regular and ongoing basis. In addition, they shall monitor each School formally at least once a term. This monitoring shall be undertaken by a manager who is not in the operational line management structure, and the monitoring shall be against this Specification and the associated KPIs.

The Service Provider shall commence monitoring from the start of the term of the contract (there will be no grace period) and shall use the Authority’s criteria. The Service Provider may also use their own monitoring criteria, but this shall be in addition to the Authority’s requirements, not instead.

The Service Provider’s monitoring shall use the Cypad monitoring system, uploaded to Technology Forge (TF), the licensing cost of which shall be paid by the Authority (but not the hardware). Training on the Authority’s monitoring requirements and the Cypad system will be provided to the Service Provider during the mobilisation period.

The results for each audit, in addition to being sent to the School, shall be uploaded onto the Cypad central database on a weekly basis for the Authority and Service Provider’s operations management team to view.

# RESOLUTION OF SHORTCOMINGS PROCEDURE

It is the Authority’s intention that all shortcomings by the Service Provider in respect of the performance of the Services should be resolved promptly and effectively. The Authority and the Schools will behave both fairly and reasonably towards the Service Provider, and without prejudice to any other rights or remedies which the Authority may have, the Authority and the School reserve the right to introduce the following four-stage process to resolve shortcomings:

Stage 1 The School Representative will raise points with the Service Provider verbally. The Service Provider shall respond in writing within 7 days, copying the Authority and identifying what action they have taken to resolve the situation.

Stage 2 If issues have not been resolved within the 7 days of Stage 1, the School Representative will write to the Service Provider, formally identifying the shortcomings, and the Service Provider shall respond in writing within 7 days, copying the Authority and identifying what action they have taken to resolve the situation.

Stage 3 If the shortcomings have not been resolved within the 7 days of Stage 2, the Contract Manager will write, formally warning the Service Provider and identifying the shortcomings, and the Service Provider shall respond in writing within 7 days, identifying what action they have taken to resolve the situation.

Stage 4 If the shortcomings have not been resolved within the 7 days of Stage 3 and no acceptable formal response has been received from the Service Provider, the Contract Manager will issue a final warning. The Service Provider shall respond to this final warning within 48 hours and if, at the end of 48 hours, the shortcomings are not resolved or no acceptable formal response has been received, the School may, at its absolute discretion, regard the shortcomings as a material breach of the relevant contract and terminate it in accordance with clause 52 of the Call-Off Terms and Conditions.

# APPENDICES

Appendix 1 – School Profiles

Appendix 2 – KPIs – Primary and Special Schools

Appendix 3 – KPIs – Secondary Schools

Appendix 4 – Management Information Required

Appendix 5 – Catering Equipment Inventory

Appendix 6 – Methodology for Monitoring