

TO: SCHOOLS FORUM
DATE: 8 DECEMBER 2011

SCHOOL MEALS SPECIFICATION
(Director of Children, Young People & Learning)

1 PURPOSE OF REPORT

- 1.1 To consult the Schools Forum on the proposed specification for the school meals contract which is being re-tendered from July 2012.

2 RECOMMENDATIONS

- 2.1 **That the Schools Forum notes and gives feedback on the proposed specification for the school meals contract from July 2012.**

3 REASONS FOR RECOMMENDATIONS

- 3.1 **Schools Forum are consulted on all service contracts that are to be tendered on behalf of schools.**

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Schools are responsible for providing school meals to pupils, but these can be provided in a number of ways:
- 4.1.1 Schools could elect to only provide sandwiches to free school meal children. However, this would be inconsistent with the Boroughs objective of improving health standards and children's ability to learn may be affected if they do not eat a proper meal at lunchtime. All schools currently provide a hot meal service which is available to all pupils.
 - 4.1.2 Schools can buy the service in by letting individual contracts on a school by school basis, however this would create costs for consultants and procurement, and management time at each school. Seven schools currently do this including five secondary schools, one infant and one junior school, under separate contracts for each school.
 - 4.1.3 Schools can employ catering staff directly. This requires management, but does provide greater control of the process, however the school has to buy its own food and also takes on the risks associated with employing staff and health & safety. Only one primary school currently does this.
 - 4.1.4 The preferred option is that the Council contracts the service on behalf of schools. This has the advantage of economies of scale, reduces the administrative and management burden on schools and transfers the risk of health & safety, procurement of food and contract management away from the school. This is the preferred option for the majority of schools and currently 28 primaries, 1 special and 1 secondary school buy into the Council contract for school meals.

5 SUPPORTING INFORMATION

Background

- 5.1 The current school meals contract with ISS Education is due to end on 31st July 2012. In June 2010 Schools and Schools Forum have been consulted and have agreed that the Council should re-tender the service on behalf of schools. A School Meal's Working Group has been established including Head Teacher, Bursar and Parent/Governor representatives to update the specification and renew the contract.
- 5.2 The Council has agreed to jointly tender for a new school meals contract with West Berkshire Council with an aim to achieve economies of scale and help make the contract more attractive to the market. There will be separate contracts for each authority.

Features of the specification

- 5.3 The specification is attached as Appendix A, and Schools Forum may wish to note the following:
- 5.4 We will welcome proposals from contractors for ideas around cashless catering and in particular for on-line systems that enable parents to pay electronically. (Section 2).
- 5.5 Tenderers will be required to explore the use of local producers and suppliers wherever possible who support initiatives such as Red Tractor meat, Food for Life, Farm Assured etc, and who follow ethical trade policies. (Section 6).
- 5.6 There will be a choice of meals on the menus (Section 7).
- 5.7 Portion sizes will be required as a minimum to meet National Nutritional standards for primary and secondary schools. (Section 8).
- 5.8 The nutritional content of meals served will meet all statutory obligations and good practice guidelines with the contractor expected to assist schools to achieve any aims or accreditations for healthy eating. (Section 9).
- 5.9 Meal prices and tariffs will be agreed in advance with the council on behalf of schools, with any price increase not exceeding the Retail Price Index as of April each year. (Section 10).
- 5.10 Meals will meet the Caroline Walker Trust guidelines for school meals which includes the minimum portion sizes. (Section 11)
- 5.11 At least one main meal choice and at least one dessert choice each day will be prepared from scratch (homemade). (Section 11).
- 5.12 Low sugar and low fat levels alternatives used (Section 11)
- 5.13 Free of artificial colours and additives wherever possible (Section 11)
- 5.14 Herbs, spices and garnishes to make meals more tasty and appetising. (Section 11)
- 5.16 Vegetarian options to be imaginative and offer variety. (Section 11)

- 5.17 Fresh and seasonal produce to be used in menus. (Section 12)
- 5.18 Special dietary needs will be catered for such as those required for medical, religious, ethnic and cultural reasons. Special school needs will also be catered for and foods will be free of nuts and nut products. (Section 13).
- 5.19 Schools will be able to request additional catering services such as a packed lunch for pupils on one day outings. Schools can also request a mid morning break service and catering for functions. (Section 14).
- 5.20 Additional sales to pupils will be permitted but what can be sold will be subject to approval by the Council on behalf of schools to ensure it is consistent with healthy eating. (Section 15)
- 5.21 The Contractor will be responsible for setting up dining areas, serving meals and clearing away afterwards. (Section 17)
- 5.22 Menus will be rotated on a 3 week cycle and will be fully compliant with government food and nutrition standards. (Section 18)
- 5.23 The contractor will conduct promotional events in consultation with each school with the objective of raising the take up of school meals. (Section 19).
- 5.24 The contractor is expected to work in partnership with schools to educate on the importance of healthy eating as part of a healthy lifestyle. (Section 19).
- 5.25 The contractor is expected to meet with pupil representatives groups/student councils to promote the catering service. (Section 19).
- 5.26 All income remains the sole responsibility of the contractor to collect, safe keep and bank. (Section 28).
- 5.27 The contractor will be asked to provide a rebate calculated as a percentage of the annual turnover of the contract. Monies provided as rebates will be returned for use in school budgets. (Section 29).

Contract Monitoring (Section 31)

- 5.28 The council and contractor will attend regular monthly meetings to review day to day performance and dealing with minor and current issues.
- 5.29 The council can request termly contract review meetings and an annual review meeting.
- 5.30 Unannounced site visits will be made by the Council at frequent intervals throughout the year to check on issues of health and safety and for conformance to contract including sampling a meal if required.
- 5.31 Schools will be consulted by means of a Performance Indicator required to be returned by schools on a monthly basis which can be used at the monthly review meetings.

Failure to provide the service to the contract standard

- 5.32 If the contractor is unable to provide a pre-selected meal then they will be required to provide a meal free of charge. (Section 38).

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

- 6.1 No legal issues arise directly from the matters discussed in this report.

Borough Treasurer

- 6.2 The Borough Treasurer is satisfied that no significant financial implications arise from this report to review the school meals specification.

The cost of providing a school meals service has been delegated to schools. The results of the tendering exercise will determine whether schools will need to subsidise the service from their budget or whether it will be fully funded through charges to parents and staff. There is also the possibility that the contractor will pay a rebate to schools, should turnover reach certain levels. If tenderers recommend too high a meal cost to avoid the need for subsidy then this could impact on take up.

Head of Procurement

- 6.3 The basis of the contract will be that the supplier offers to supply the service for an agreed meal cost. The current agreed meal cost is £2.18, but in the new contract this will be determined via competitive tendering. The supplier will be responsible for collecting charges from parents at the rate determined by the Council. Where there is a shortfall between the agreed meal cost and the price the Council decides may be charged to parents, the balance will be paid to the supplier by the Council as a subsidy. In addition free school meals will be invoiced at the agreed meal cost.

Impact Assessment

- 6.4 The Service provides for vegetarian and special diets for people with special needs and religious groups. An Equalities Impact Assessment has been undertaken for the contract which is being re-tendered in 2012.

Strategic Risk Management Issues

- 6.5

Issue	Risk	Comment
Risk that tenderers offer a non-compliant bid	Medium	Tendering with West Berkshire should make the potential value of both authorities' contracts attractive enough to minimise this risk.
Risk of no tenders	Low	Current market conditions suggest that there will most likely be considerable interest in this tender.

7 CONSULTATION

Principal Groups Consulted

- 7.1 Head teachers and Governors were consulted about the specification in the 2011 Autumn term and about the school meals contract in the 2010 Summer term.
- 7.2 School Bursars have been briefed about the re-tendering of the school meals contract at all of the twice termly Bursars meetings.
- 7.3 Primary school pupils were consulted about the school meal service in Summer term 2010.
- 7.4 Secondary school pupils at Garth Hill College were consulted in the summer term 2011.
- 7.5 Parents have been consulted in the Autumn term 2011.

Method of Consultation

- 7.6 A letter was sent to head teachers and governors of all schools participating in the council administered contract with ISS Education on 10th October about the draft specification. A question and answer survey was sent to schools in Summer term 2010.
- 7.7 Bursars were briefed about the draft specification at the support meeting on 21st September 2011 and 10th November.
- 7.8 Primary school children were sent a question and answer survey via schools in Summer term 2010.
- 7.9 Garth Hill College asked year groups for comments about their meal service during Summer term 2011.
- 7.10 A parental questions and answer survey was sent via three schools, Crown Wood Primary, Crowthorne Primary and Sandy Lane Primary in Autumn term 2011.
- 7.11 Overview and Scrutiny Panel were also consulted on the draft specification during the 2011 Autumn Term.
- 7.12 The draft specification has been updated following feedback from all of these consultations.

Background Papers

Appendix A Draft school meals specification

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INVITATION TO TENDER
SCHOOL MEAL SERVICES



INVITATION TO TENDER
SCHOOL MEAL SERVICES FOR
EDUCATIONAL ESTABLISHMENTS
WEST BERKSHIRE
&
BRACKNELL FOREST COUNCIL

**SPECIFICATION FOR THE
PROVISION OF SCHOOL MEALS SERVICE**

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THE REQUIREMENT

Provision of school lunches and additional catering services at educational premises within the West Berkshire and Bracknell Forest Council boundaries, in accordance with all relevant statutory requirements and good practice guidelines. It is our ultimate aim to provide good quality, nutritious meals at an affordable price to as many pupils as possible.

The service will be an integral part of the school day where pupils will be able to take a nourishing meal in a pleasant and orderly environment.

The objective is to run the contract as a partnership. In this regard, we will deliver openness and honesty in commercial matters to enable us to achieve our joint aims, commitment to good staff relations by the Contractor together with the provision of effective skills, management and customer service training as required to contribute to increased uptakes of school meals and to the success of the contract.

1 PURPOSE OF THE REQUIREMENT

- 1.1 To comply with schools' statutory duty to provide free school lunches and lunches on request.
- 1.2 To comply with West Berkshire and Bracknell Forest Council's policy on school meals
- 1.3 To provide school staff, pupils and visitors with sustenance during the school day.
- 1.4 To promote the principles of healthy eating and contribute to the social education of pupils.
- 1.5 The Contractor's arrangements for the Service will incorporate due diligence in all aspects such as purchasing policy, food delivery and storage, preparation and handling of food, health and safety, cleaning, care of equipment and transportation systems.
- 1.6 The Contractor considers a healthy diet as an essential pre-requisite to learning and to building a sound foundation for good health in later life. It also considers that the practical education of taking a meal together with others should provide opportunities for improving the social skills and physical development of pupils and familiarise them with the widest possible range of foods.

2 THE SERVICE

- 2.1 Principally the provision is for school lunches served at the midday break during term time. A list of School term dates can be found in Appendix B of the Information & Instructions.
- 2.2 Meals are either produced in school kitchens for consumption on the premises, or are transported to those schools which do not have the appropriate kitchen facilities, referred to as "serveries/ dining centres from mother kitchens.
- 2.3 Some schools require Additional Catering Services which may include, but is not limited to;
 - Breakfast
 - Mid-morning Break

- Meals during Holiday Periods.
- Catering outside normal school hours.
- Catering for school trips.
- Vending Machines
- Hospitality for meetings, INSET days, training, governors etc.
- Staff lunches or sandwiches
- Such requests for catering services for special functions will be made to the Contractor by the School or Supervising Officer to the jointly agreed standards and quality.

All hospitality functions must be priced individually by the Contractor and the charge agreed in writing in advance with the school. The total cost of a special function is borne by the School and will not be subsidised by the Council.

- 2.4 A variety of serving methods are required which may include, but is not limited to;
- Cafeteria (Secondary schools only)
 - Set meal/ meal choice counter service
 - Set meal/ meal choice family service
 - Buffet lunches for school INSET days, governors, training etc.
 - Delivery to staff room

- 2.5 A variety of ordering and payment methods are required which may include, but is not limited to;
- Periodic ordering and pre-payment.
 - Cash on delivery.
 - Cashless system.
 - Purchase order and invoice

- 2.6 Schools may either have meals prepared on site, or carried meals from a Mother kitchen. Refer to the Site List (Appendix A) for details of serveries/ dining centres and Mother kitchens.

- 2.7 To supply the Service the Contractor will provide;
- Food / meal ingredients.
 - Food preparation
 - The meal
 - Menus
 - Serving of meals
 - Staff
 - Cleaning of premises and equipment
 - Transport
 - Marketing
 - Monitoring the service provision
 - Administration systems and processes.
 - Financial systems and processes.
 - Registration of premises
 - Any other supply or service which is not supplied by the Council/Site (see Clause 30 of the Specification) and required to run an efficient and effective catering service.

3 THE DELIVERY

- 3.1 All schools are normally open for teaching for 190 days per year. There are also 5 In-Service Training days (INSET DAYS) when pupils are not on site, but staff may require service.
- 3.2 The Contractor will liaise with individual schools in order to make itself aware of the number of days and actual dates on which the Service is required to be provided at each location and provide the Service on all of those days.
- 3.3 The service is required at those schools listed in Appendix A, hereinafter referred to as the 'Site List'.
- 3.4 For each school a basic service level agreement has been attached as Appendix B and details;
 - The name of the school.
 - The name and contact number of the Head Teacher or his/her authorised representative
 - The current type of kitchen.
 - The type/s of service required.
 - The times the service is required.
 - The type of serving method required.
 - The type of ordering and payment methods required.
 - Other relevant information e.g. facilities available on site, site policies

The Site List and the Site Schedules are variable in conjunction with Clause 32 Variations.

4 THE CONSUMER

- 4.1 Consumers of this service are mainly school children, but it is usually the parents or guardians who provide the funds to pay for the meal unless they qualify for free meals.
- 4.2 The Consumer covers a range of pupils and adults and to reflect the different needs, they are broadly categorised as;

Pupils under 5:	Nursery	
Pupils aged 5 to 7:	Infant & Foundation	} Combine in a Primary school
Pupils aged 7+ to 11:	Junior	}
Pupils aged 11+:	Secondary	
Adults:	Teachers, parents and other visitors to the school	

5 FOOD/ MEAL INGREDIENTS

- 5.1 The Contractor will provide, at his own expense, all food ingredients required within the provision of this service with due regard to all clauses of this specification.
- 5.2 The Contractor will be responsible for the purchasing, delivery and storage of food ingredients.
- 5.3 Additional salt will not be made available to the Consumer although ketchup, salad dressings and other condiments which enhance the meal will be included by the Contractor where appropriate at no additional cost
- 5.4 Food products will only contain additives that are essential to the stability and preservation of a product. Agents that unnecessarily enhance the colour and / or flavour of products are not acceptable.

- 5.5 It should be noted that the Council recommends that all food prepared for pupils is wholesome food. Therefore, it recommends that natural sugar is used and does not recommend products containing aspartame and saccharine.
- 5.6 Additives table insert?
- 5.7 In so far as is possible to identify, no genetically modified food or ingredients will be used in school meals.
- 5.8 The Contractor will note that Nuts or Derivatives shall not be permitted.

6 SOURCING

- 6.1 The Contractor will source all supplies and services from suitably experienced and qualified suppliers.
- 6.2 The Contractor is expected to explore the use of local producers and suppliers wherever practically possible, supporting local policies and supporting local suppliers to achieve appropriate accreditations where achievable.
- 6.3 The Contractor is expected to be innovative in sourcing good quality food supplies from providers who support such initiatives as Red Tractor Scheme, Food for Life, Farm Assured and to be able to show progress in this regard over the term of the Contract.
- 6.4 The Council supports the use of suppliers who follow ethical trade policies with particular regard to sustainability, Fair Trade and the protection of the environment.
- 6.5 The Council does not support the use of suppliers who;
- do not comply with the statutory obligations required for the protection of staff under the Health & Safety at Work Act.
 - do not comply with the statutory obligations under Employment Law.
 - do not seek to protect the environment.
 - do not comply with the World Health Organisation code of practice
 - use, or use suppliers who condone the use of slave labour, both nationally and internationally.

7 CHOICE

- 7.1 Customers in secondary schools shall have a choice of set meal/s and individual food items/portions. Parts of a meal may not be sold individually in Primary schools.
- 7.2 A Set Meal will comprise of two courses only - a main course plus a dessert .
- 7.3 The number of set meal choices offered at each school shall be agreed with the Head Teacher and form part of the service level agreement for that site.
- 7.4 Maximum choice, consistent with the schools' requirements, shall be offered to all Consumers to select from within each meal period, even the last to be served.

8 QUANTITY

- 8.1 Portion sizes will as a minimum meet those detailed in the National Nutritional Standards for Primary schools and Secondary schools or any subsequent legislation.
- 8.2 The portion served should be sufficient to satisfy the average appetite of a Consumer within each category given in Clause 4.
- 8.3 The Contractor shall ensure sufficient food/meals are available to meet demand on any occasion and allow for spillage, late-comers etc.
- 8.4 Portion size will be agreed between the Contractor and Supervising Officer prior to the Contract Start Date. Details of these will be recorded and attached as Appendix D to this specification.
- 8.5 Contractor's staff will be trained in serving the correct portion size for the age of the children they are serving.
- 8.6 This contract does not intend to make provision for second helpings and therefore no additional costs will be met by the school in this respect.

9 HEALTHY EATING

- 9.1 The Contractor will ensure the nutritional content of meals and foods served meets all Statutory Obligations and good practice guidelines and is in line with the West Berkshire and Bracknell Forest Council's policies on school meals.
- 9.2 Good health is vital if children and young people are to enjoy their childhood and achieve their full potential. An unhealthy diet contributes to obesity and poor pupil concentration. The basis for lifelong health and well-being will be established by creating good habits in childhood.
- 9.3 The Contractor is expected to complement the education pupils receive about healthy eating. The Contractor will liaise with the Supervising Officer and Head Teachers to avoid any conflict between what pupils are taught and the choices offered at meal times.
- 9.4 The Contractor will be expected to co-operate with any initiatives where the provision of this service can assist a school to achieve any aims or accreditations. Examples of initiatives may include;
 - Five-a-day Message
 - Tackling Obesity
 - Food For Life Partnership
 - Food in Schools
 - Fruit and Vegetable Scheme
 - School Meals Week
 - Change4life
- 9.5 Where schools have a "whole school food policy", the Contractor will work with the Head Teacher and the Supervising Officer to ensure that school meals do not conflict with that policy.
- 9.6 At least one fresh vegetable will be offered every day and a wide variety of fresh vegetables will be offered in each periodic menu. At least five different fresh

vegetables will be used each week. Baked beans will not be offered as a vegetable more than once per week and tinned pasta in sauce will not be used in place of a vegetable.

- 9.7 Fresh fruit will be available every day to every child. A variety of fruit based prepared desserts will be offered at least three times per week.

10 PRICE

- 10.1 The Contractor will produce an annual tariff for all meals, foods and any other goods or services offered for sale by the Contractor in the year to which it relates
- 10.2 The annual tariff and meal price must be agreed in advance by the Supervising Officer.
- 10.3 The annual tariff and meal price shall run in conjunction with the academic year
- 10.4 The Contractor will submit a draft tariff to the Supervising Officer and agreement to the final version shall be reached in sufficient time to inform schools before the start of the new school year.
- 10.5 The Contractor shall provide each school with a copy of the agreed tariff to allow the school sufficient time to advise parents of any changes before the new school year commences.
- 10.6 The tariff and meal price will be reviewed annually in the Summer term for implementation at the start of the next academic year and any price increase will not exceed the Retail Price Index (all items) as at April, unless otherwise agreed by the Supervising Officer, which shall only be agreed in extenuating circumstances

11 QUALITY

- 11.1 The quality of the food served will be of paramount importance in the provision of this service.
- 11.2 All foods prepared will reflect the following good practises;
- All food served will be fit for human consumption
 - Will be well presented, be identifiable and will appear appetising to the Consumer.
 - Offer variety and choice to the Consumer.
 - Meals will meet the Caroline Walker Trust standards for school meals and will not exceed the Food Standards Agency recommendations for salt (sodium) content.
 - Low sugar and low fat alternatives used wherever possible.
 - At least one main meal choice and at least one dessert choice each day will be prepared from scratch (homemade).
 - A list of processed foods that might be included in the menu will be agreed between the Supervising Officer and the Contractor and appended to this contract prior to contract start.
 - Freedom from artificial colours and other additives unless used for nutritional, ethnic or special dietary purposes. A list will be provided to the Supervising Officer at the start of the contract of any food additives used.
 - Herbs, spices and garnishes may be used to make food taste and look appetising.
 - Vegetarian options will be imaginative and offer variety to the Consumer.

12 SEASONALITY

- 12.1 Fresh and seasonal produce will be included in menus every term and menus will be changed termly to reflect the seasons.
- 12.2 The Contractor will provide a traditional Christmas dinner with a vegetarian alternative at all schools unless otherwise requested by the Head Teacher. The Christmas dinner will be in place of the usual set menu at all Primary schools and be an option as part of the offer in Secondary schools. The date of the Christmas dinner will be agreed by the Contractor and the Head Teacher. The retail price and menu for the Christmas dinner will be agreed in advance by the Supervising Officer.
- 12.3 The Contractor may provide other special event meals in addition to the set menu at any school, subject to prior agreement with the Head Teacher and the Supervising Officer.
- 12.4 The retail price and menu of all special event meals will be agreed in advance by the Supervising Officer.

13 SPECIAL DIETARY NEEDS

- 13.1 Where agreed by the Head Teacher and the Supervising Officer as reasonable, The Contractor will provide 'special dietary' meals to nominated pupils upon written request from the parent. Grounds for special diets may be due to medical, religious, ethnic and cultural reasons. As examples only, these may include, but are not limited to;
- Vegan
 - Celiac
 - Lactose intolerance.
 - Egg free
 - Diabetic
 - Kosher
 - Halal
 -
- 13.2 Requests for special diets due to a medical condition shall be accompanied by a covering letter from a Doctor or Medical expert.
- 13.3 The Contractor shall ensure that appropriate guidance on the suitability of foods in accordance with the diet is available to the kitchen staff.
- 13.4 All foods served will be free from nuts and nut products in any form. Where a school has a pupil with a known nut allergy, special care must be taken to ensure no nut contamination can occur.
- 13.5 Where a Site is a designated 'Special School', meals must be adapted to meet the special needs of the Consumer. Some examples of the special needs Consumers attending Special Schools are;
- Visually impaired.
 - Autistic
 - Profound learning difficulties
 - Wheelchair bound.
 - Motor deficiency

- 13.6 Meals for consumers under the age of 5 will be consistent with the nutritional standards for Nursery children.
- 13.7 Where a special Meal is required, the Contractor will liaise directly with the Head Teacher to ensure the needs of each consumer with special needs are met.
- 13.8 The Contractor shall not have the responsibility for administering medical diets to specific pupils .This will be the responsibility of the school.
- 13.9 The Contractor is expected to become familiar with the first aid procedure/s at each school. In the event of a severe reaction by a consumer to any foods served by the Contractor, the Contractor will notify the relevant member of the school's staff. If the severity of the reaction is in doubt, the Contractor's staff shall call for an ambulance immediately.
- 13.10 Any allergic reaction to food served by the Contractor shall be reported to the Supervising Officer as soon as possible.
- 13.11 Any remnants of the meal eaten by a consumer suffering an immediate allergic reaction will be retained and stored by the Contractor.
- 13.12 Good practise guidelines regarding food sampling will be followed with traceability of bought products and adequate samples retained **of meals made on site.**

14 ADDITIONAL CATERING SERVICES TO SCHOOLS

- 14.1 The Contractor shall agree all the following aspects for all additional catering services as given in Clause 3.3 in advance of the delivery with the Head Teacher; This could include meals served during the evenings or at weekends or during out of hours school events
- Price
 - Quantity, where applicable
 - Menu/s
- 14.2 The retail price of all items to be sold will be in accordance with Clause 10 and all revenue collected from such additional catering will be included in the turnover for rebate purposes.
- 14.3 All additional catering services will comply with all aspects of this specification.
- 14.4 The Supervising Officer may comment on, or offer advice to the Head Teacher or Contract Manager, which may or may not be accepted by the parties.
- 14.5 The Contractor will inform the Supervising Officer of all final agreements made under 14.1 prior to delivery.
- 14.6 Additional services requested would normally be of a cafeteria style basis provided that the services are economical to operate or are subsidised by the school.
- 14.7 The Contractor may be requested to provide packed lunches for numbers of pupils on one day outings.
- 14.8 A packed lunch/ picnic bag must comply with the Nutrient based standards.

14.9 Provision of a packed lunch will be treated as a substitution of the two course midday meal and the Contractor shall be paid the appropriate set meal price accordingly.

14.10 The Contractor shall be responsible for the delivery of packed lunches to dining centres at the time requested by the School. It should be noted that packed lunches are generally required early in the day.

15 ADDITIONAL SALES TO PUPILS

15.1 The Contractor will comply with the School Food Standards for any items sold at break times.

15.2 The Contractor may not sell crisps, confectionery, coloured/fizzy drinks and other goods generally considered to be contrary to healthy eating in Primary, Infant or Nursery schools at any time.

15.3 Providing a service at mid morning break in Primary schools is encouraged, but all sales will be from a list approved in advance by the Supervising Officer. Each Head Teacher who wants this service will choose from the approved list the items to be sold in their school.

15.4 Additional sales in Secondary schools should also reflect healthy eating and all items comply with the regulations for Secondary Schools.

15.5 All items sold will be of the lowest fat, sugar and salt variety available. Carbonated, and sweetened drinks may only be sold at Secondary schools with the prior permission of the Head Teacher.

16 VENDING

16.1 The Contractor may not place vending machines in Nursery, Infant or Primary schools.

16.2 Vending machines may be placed in Secondary schools with the prior agreement of the Head Teacher and the Supervising Officer but the goods sold must reflect the healthy eating ethos of the Council.

17 SERVING

17.1 Serving is required at each school.

17.2 The Contractor will ensure that sufficient staff are available to serve throughout the service period and that sufficient cutlery, crockery and trays are also available.

17.3 Service times may vary between schools. The contractor will ensure that meals are available at the specified times for each location

17.4 Service times may be altered by the school at the Head Teacher's discretion, but due notice will be given to the contractor to enable implementation of changes to meet the staff's conditions of employment.

17.5 All meals will be plated by kitchen staff at the service point.

17.6 Where a specified meal pre order system is in operation, the contractor will ensure that each child receives their pre-chosen meal choice.

- 17.7 The method of serving at each school is given in the service level agreement, refer to Appendix B.
- 17.8 Timeframes for serving are generally very tight at most of the schools which therefore requires an efficient service to ensure maximum throughput. The late receipt of meal numbers shall not be a reason for the late start of the service, with the exception of special dietary meals.
- 17.9 The Contractor is expected to work together with the Head Teacher and Supervising Officer to achieve the maximum efficiency of delivery and minimum queuing at each school including introducing two sittings where necessary.
- 17.10 Some schools do not have dedicated dining areas. At these schools the Contractor is expected to lay out furniture in readiness for mealtime(s), clean and store away the furniture after the meal time is over. Some schools allow dinner controllers to be paid by the Contractor to help with this duty. (Details of these staff can be obtained as part of the TUPE information from the current supplier)
- 17.11 Dining areas are often used by all pupils, staff and visitors to the school regardless of whether their meal is provided under the Service or brought from home. Where this is the case, agreement should be sought between the Contractor and the Head Teacher regarding responsibility for laying out and putting away the furniture with some responsibility with both parties.
- 17.12 Pupils and adults shall be responsible for the clearing of their plates, beakers, cutlery and trays to a central point.
- 17.13 The behaviour and supervision of the pupils in the designated dining area is the responsibility of the School. This includes the pupils' arrival, queuing, seating and the safe clearing of the tables to a central point. The supervision of these tasks varies at individual schools and may be carried out by midday supervisors, welfare assistants, teachers or pupils. Any problems regarding the dining area should be reported to the School.
- 17.14 The Contractor will be responsible for setting up at and clearing away from a central point accessible to the pupils and staff, cutlery and disposable items, with containers for waste food on a table, trolley or trolleys as available.
- 17.15 The Contractor will be responsible for wiping and recycling trays during the service period.

18 MENUS

- 18.1 A daily menu will consist of two courses in all locations where this service is provided, A main meal/ picnic bag and a dessert. Bread and drinking water will be freely available during the lunch period as per the regulations. The Contractor shall be required to provide the same menu for pupils taking paid or free meals and for adults.
- 18.2 Menus shall always offer vegetarians a protein "no meat" option that also does not include fish. A minimum of one vegetarian main course choice must be offered every day.
- 18.3 Desserts offered shall balance with and complement the main course dishes.

18.4 All menus will comply with the Government's food based and Nutrient based standards (refer to requirement). The Contractor will be completely familiar with the standards outlined in 18.5

18.5 Nutrient-based standards for primary and secondary schools

	Nutrient	Min/ Max	Proportion of recommended daily intake of nutrients	Nutrient value of an average school lunch	
				Primary	Secondary Portions
	Energy (kJ) (kcal)	EAR	30% + / - 5%	2215 +/- 111 530 +/- 26.5	2700 +/- 135 646 +/- 32.3
Macronutrients	Carbohydrate (g)	Min	50% food energy	70.6	88.1
	Non-milk extrinsic (NME) sugars (g)	Max	11% food energy	15.5	18.9
	Fat (g)	Max	35% food energy	20.6	25.1
	Saturated fat (g)	Max	11% food energy	6.5	7.9
	Protein (g)	Min	30% RNI	7.5	13.3
	Fibre (g)	Min	30% calculated reference value	4.2	5.2
Micronutrients	Sodium (mg)	Max	30% SACN recommended	499	714
	Vitamin A (µg)	Min	35% RNI	175	245
	Vitamin C (mg)	Min	35% RNI	10.5	14
	Folate (µg)	Min	35% RNI	53	70
	Calcium (mg)	Min	35% RNI	193	350
	Iron (mg)	Min	35% RNI	3	5.2
	Zinc (mg)	Min	35% RNI	2.5	3.3

18.6 Menus shall be based on a 3 week cycle. To encourage uptake and to prevent menu fatigue, the menus will be reviewed on a termly basis and unpopular choices changed in consultation with schools and the Supervising Officer.

18.7 The Contractor will provide, at his own expense, menus detailing the meals on offer, including the description, quantity/portion size (where applicable) and cost.

18.8 The menu format and composition will be understandable to the Consumer and /or parents or guardians. Names given to food items should describe accurately their content.

18.9 The menu will be readily accessible to the Consumer.

18.10 As a minimum the Contractor will provide;

- A displayed daily menu detailing the choice on offer that day at each Primary and Nursery school.
- A displayed termly menu detailing the set meal choices available during the term in each Primary and Nursery school.
- A copy of the termly menu to every child in Primary and Nursery schools to take home.
- A displayed menu, with the price, of the set meals of the day in Secondary school cafeterias.
- A displayed copy of the tariff in Secondary school cafeterias

18.11 The composition and format of each periodic menu for Secondary school cafeteria service will be agreed in advance by the Supervising Officer.

18.12 The daily menu format and display in Secondary schools will be agreed in advance by the Head Teacher.

18.13 The draft termly menu for Nursery, Infant and Primary schools will be presented for agreement in advance by a menu planning group of interested parties, including the Supervising Officer.

18.14 The final composition and format of each periodic menu for set meals in Primary, Infant and Nursery schools will be agreed in advance by the Supervising Officer.

18.15 Once the menu has been agreed, the Contractor will, at his own expense, distribute sufficient copies of the menu for each child to schools in time for the menu to reach parents before the menu starts.

18.16 The Contractor will provide the Supervising Officer with copies of all agreed menus produced in conjunction with delivery of the Contract and evidence of their nutritional content.

18.17 The Contractor will provide a list detailing the ingredients/recipe of any food product, and /or meal to the Supervising Officer with each menu change as requested. These will also be provided to schools and/or parents on request.

19 MARKETING

19.1 School meals and healthy eating should be promoted on a daily basis by all parties. The Contractor will promote healthy choices to customers using various methods including but not limited to the following;

- Positioning choices carefully and clearly labelled
- Encouraging the uptake of vegetables and fruit
- Communicating to Customers the availability of healthier choices
- Point of sale information regarding reducing sugar, salt and fat content of meals
- Suggesting healthier meal combinations
- Promoting healthier food at preferential prices
- "Taster" Sessions for the set meals and new menu items introduced from time to time.
- Running competitions.

- 19.2 Further to 19.1, the Contractor is expected to conduct a promotional event at each school at least twice per year. At least one promotion per annum must be directed at the parents or guardians of pupils.
- 19.3 The Contractor is expected to produce ideas and any associated materials needed to achieve 19.2.
- 19.4 Any special menus or variations from the agreed menu for one day or any other period must be agreed in advance by the Supervising Officer.
- 19.5 All marketing exercises must be agreed in advance by the Head Teacher of the school where the exercise is taking place.
- 19.6 As an educational function, the promotion of healthy eating should be carried out with the full co-operation of the school. It is expected that the Contractor will work in partnership with the school to achieve the same aim, which is to comply with the Council's policy on school meals, educate the pupils in the importance of healthy eating as part of a healthy life style, and to contribute to their social education.
- 19.7 Branded marketing shall not be permitted without the prior approval of the Supervising Officer. Under no circumstances should brand type marketing conflict with any promotion of healthy eating.
- 19.8 The Supervising Officer will be kept apprised of any proposed marketing strategies or matters arising from existing marketing exercises at the Monthly Contractor Meeting.
- 19.9 The Contractor is expected to meet with pupil representatives groups/ student councils to promote the catering service.

20 STAFF

- 20.1 The Contractor, at his own expense, will provide sufficient Staff to deliver the provision as detailed in the Contract.
- 20.2 The Contractor will supply adequate supervisory Staff in addition to The Contract Manager to ensure the provision is carried out with full regard to the Contract. A diagram of proposed staff structure should be part of the Contractor's tender submission.
- 20.3 The Contract Manager will be a suitably qualified and competent person with extensive experience to carry out the requirements of the Contract. The Contract Manager will liaise with the Supervising Officer on all matters relating to the service and bear overall responsibility for the Contract provision and supervision of all Staff.
- 20.4 The Contractor will ensure that the Contract Manager or a Deputy Contract Manager is available at all times when Services are being provided.
- 20.5 The Contract Manager or the Deputy Contract Manager will follow and comply with any reasonable instructions or directions given or issued by the Supervising Officer in connection with the performance of the Services, provided that such instructions or directions do not unreasonably disrupt the Contractor's programme of works.

- 20.6 All Staff employed by the Contractor in the provision under this Contract will, at the Contractor's own expense, be trained to undertake the provision in accordance with statutory obligations and relevant good practice guidelines. As a minimum, all staff employed in food preparation and serving will hold the Chartered Institute of Environmental Health (CIEH) Level 2 Award Food Safety in Catering or in house equivalent within 3 months of employment.
- 20.7 The Contractor must ensure that all persons employed by them, within and around the areas designated for the preparation of food and service are in good health and maintain a good standard of hygiene. They must fully understand good hygiene practice.
- 20.8 The Contractor will submit an Annual Training Plan to the Supervising Officer to include induction training, refresher courses and staff development training.
- 20.9 The Contractor will nominate a member of Staff for each school to liaise with the Head Teacher for the purpose of reporting queries or complaints. The Contractor will inform the Supervising Officer of the name and contact number of the person/s.
- 20.10 The Contractor will provide a full list of Staff detailing name, job title and the school they will be working at to the Supervising Officer prior to the Contract start date.
- 20.11 The Contractor will advise the Supervising Officer of Staff changes throughout the Contract Period at the Monthly Contract Meeting.
- 20.12 The Contractor will advise the Supervising Officer and the Head Teacher of Staff changes at their school as soon as any possible or actual change is made known to the Contractor. The Contractor will give notice to the School and the Supervising Officer of any proposal to move or replace a Head of Kitchen. Any staff movement proposed must not affect the provision of the Services in accordance with this Specification.
- 20.13 The Contractor may not appoint any member of the school or Council staff, or previously employed staff, without prior permission from the Head Teacher and/or the Supervising Officer.
- 20.14 The Contractor may not employ any person under the age of sixteen in the performance of any part of the contract. Employment of sixth form pupils is subject to the approval of the Head Teacher.
- 20.15 The Contractor will ensure that all school based staff, mobile staff and management staff who may visit schools in the course of their duties have a current CRB clearance for access to pupils. New staff awaiting clearance will not be deployed in single operative sites without supervision from staff who have been cleared. Updated lists of cleared staff will be provided to the Supervising Officer at the Monthly Contract Meeting.

21 SAFEGUARDING EXPECTATIONS

- 21.1 The Supervising Officer may request the removal of Staff from any or all of the Schools if that member of Staff consistently fails to perform to the Contract Standard. Subject to Clause 10.4 of the Contract Conditions, the Contractor will remove the member of Staff within the agreed timescales.

- 21.2 The Contractor will provide the Supervising Officer with an annual report summary of Staff training and progression. The format and detail will be agreed between the Contract Manager and Supervising Officer.
- 21.3 The Contractor will ensure that his Staff carry out their duties in such a way as to cause minimum disruption to the routine and procedures of the school.
- 21.4 The Contractor will ensure all Staff visiting or working at a school are aware of the rules, policies and procedures of that site.
- 21.5 It is a pre-condition of accepting temporary or agency staff for employment that the supplying agency will have certified that the person supplied meets the Council's required standards and is fit for the intended employment. The Council's Policy on Agency Staff will be provided at mobilisation of the contract.
- 21.6 All school based Staff will be identifiable as employees of the Contractor. Contractor's staff and sub-Contractors, delivery persons etc. visiting schools on behalf of the Contractor will carry identification and sign in at reception as a visitor to the school whenever entering school premises.
- 21.7 The Contractor's Staff will be civil and courteous to both pupils and school staff when carrying out their duties under the Contract.
- 21.8 Traditionally, school based Staff view themselves as part of the school team and vice versa. The Contractor is expected to tolerate occasional involvement of Head Teachers in school based Staff matters. Similarly, movement of school based Staff between schools to cover for Staff shortages should be the Contractor's last option to solve the shortage. The Contractor is expected to investigate other ways of covering shortages before this action is taken.

22 CLOTHING

- 22.1 The Contractor shall ensure that all persons employed in the performance of the Service shall at all times be properly attired and presentable; in appropriate clothing which is changed when necessary. The Contractor shall be responsible for all necessary laundering.
- 22.2 Whilst on Site, representatives of the Contractor shall at all times be identifiable as working for the Contractor and carry a form of identification as approved by the Supervising Officer.
- 22.3 The Contractor will ensure that :
- Work wear clothing is not worn outside the place of work
 - all catering staff wear protective headgear with long hair tied back
 - those not normally employed in catering, wear protective clothing whilst in the kitchen area
 - foot wear worn by all catering staff whilst on duty protects their feet completely and is safe and comfortable with sensible heels and non-slip soles. Foot wear must be of a leather or plastic material, i.e. impervious to liquid
- 22.4 Where the place or the nature of the duties in which the Contractor's staff are engaged in the provision of the Service makes the wearing of specific protective attire necessary or appropriate, the Contractor shall require his staff to wear such clothing. The Contractor shall be liable and indemnify the Site for any claims arising from failure to observe this requirement.

23 LIGHT EQUIPMENT

- 23.1 The Contractor will be responsible for maintaining an inventory of all equipment held at each school. Deletion of assets on the inventory must be authorised by the Supervising Officer in writing. A copy of the inventory will be submitted to the Supervising Officer at the annual review meeting (refer to Clause 31). All equipment remains the property of West Berkshire and Bracknell Forest Councils.
- 23.2 Care must be taken by the Contractor to ensure minimum loss of, breakages or damage to light equipment ie cutlery, crockery and Utensils. Excessive loss, breakages, damage to light equipment will be investigated by the Supervising Officer. Where the reason is proved to be lack of due diligence by the Contractor, the Supervising Officer may ask the Contractor to meet the cost of replacement/s.
- 23.3 The Contractor may not remove at any time any of the Authority's or Schools equipment from a location without permission from the Supervising Officer in writing..

24 HEAVY EQUIPMENT/RESIDUAL CATERING BUDGET

- 24.1 All Schools in the contract currently contribute to a central budget known as "the residual catering budget" which is administered by the Supervising Officer. The budget is currently used for the following;
- Repairs and like-for-like replacement of equipment.
 - Light equipment purchase
 - Annual high level kitchen cleaning over 6'
 - Annual gas safety checks
 - Fixed electrical equipment checks
 - De-scaling of equipment
 - Pest control
 - Refuse collection
 - Help-desk facility for Contractor's staff to report equipment faults
- 24.2 Care must be taken by the Contractor to ensure minimum breakages or damage to catering equipment. Excessive breakages or damage to equipment will be investigated by the Supervising Officer. Where the reason is proved to be lack of due diligence by the Contractor, the Supervising Officer may ask the Contractor to meet the cost of replacement/s.
- 24.3 The Local Education Authority may also provide a sum of capital for investment in school meals kitchens and dining facilities for the refurbishment and upgrading of these facilities. The Contractor may be asked to contribute his expertise and knowledge of the kitchen equipment in prioritising the spending of this budget.
- 24.4 A copy of the current inventories of kitchen equipment will be made available to the successful Contractor following award and appended to this specification as Appendix C.

25 CLEANING

- 25.1 The Contractor will be responsible for the collection of and cleaning of light equipment after the meal has been consumed.
- 25.2 Some Schools provide dishwashers and/or sterilisers for the purpose of cleaning light equipment. Where a school does not possess such equipment, or the supplied equipment is not working, cleaning of light equipment must be carried out by hand, and sterilised by means of sterilising tablets/liquid.

- 25.3 The Contractor will keep all areas and all equipment designated for their use under the Contract in a clean and hygienic condition. This includes;
- the whole kitchen or servery area up to a height of 6ft.
 - food preparation and serving equipment
 - designated toilet facilities.
 - food storage areas.
 - access corridors.
 - dining areas including floors which shall be swept and spot mopped daily following service.
 - Tables and chairs
 - refuse points
 - office facilities where provided.
 - any other designated area to be used in the provision of the Service.
- 25.4 On a daily basis, All surface areas, equipment and light equipment will be left free of water, smears, stains, dirt, mud, grease, food debris and any other extraneous matter. Surfaces where food is prepared or eaten and sanitary areas will also be cleaned with an anti-bacterial agent.
- 25.5 On occasion when other parties have access to any area cleaned by the Contractor, then that party shall ensure the area is left as found and ready for the Contractor to use for business.
- 25.6 The Contract Manager shall immediately report any breach of clause 25.5 to the Supervising Officer. The Contractor may be entitled to seek recompense for any additional cleaning required.
- 25.7 Areas which are shared with other parties shall be left by the Contractor in a condition suitable for their normal use. Areas will be left free of food debris and other associated extraneous matter.
- 25.8 The Contractor will provide all necessary materials /supplies needed for cleaning areas, equipment, light equipment and hand washing. This includes detergents etc. for use in dishwashers.
- 25.9 The Contractor is expected to avoid the use of environmentally damaging products or methods where an alternative suitable product/method is available.
- 25.10 Where supplies consist of potential or actual harmful substances, the Contractor shall first obtain permission from the Site Manager/Head Teacher before using or storing on the Site. Bleach is not to be stored on school premises.
- 25.11 COSHH regulations must be adhered to at all times. COSHH data sheets are to be kept on site and copies provided to the school. The Contractor will undertake COSHH risk assessments in accordance with the COSHH regulations. Staff will be trained in COSHH awareness and know the whereabouts of the COSHH information for all products in the kitchen area.
- 25.12 The Contractor will ensure that all staff are suitably trained to perform their cleaning duties and that the correct protective wear is provided and worn.
- 25.13 Where they are removable for cleaning, the Contractor will be responsible for the cleaning of ventilation system filters on a termly basis to meet the Insurance Company's requirements. The removal and replacement of the filters will be the responsibility of the school.

25.14 The School shall be responsible for:

- Internal and external window cleaning for kitchens and dining rooms
- Wiping down tables and chairs during Service
- Daily wet cleaning of the dining room (including floors and furniture) after service and periodic, termly and / or annual deep cleaning of the dining room (including floors and furniture).
- Annual Deep Cleaning above two metres and cleaning of ventilation canopies and filters and / or extraction fans within the kitchen areas, co-ordinated by the Supervising Officer.
- Cleaning central school refuse areas which include kitchen waste.

26 REFUSE DISPOSAL

26.1 Receptacles for the disposal of waste are currently provided at each school kitchen and servery dependant upon the size of the school and the kitchen. For example, where a school only has a servery, the Contractor may be expected to share waste receptacles with the school, whereas in schools with a full kitchen, a separate receptacle may be provided.

26.2 The Contractor is expected to dispose of all waste matter in the most efficient way. The cost of additional collections required as a result of unreasonable use of these facilities by the Contractor may be recharged to the Contractor.

26.3 Where refuse areas are for sole use by the Contractor, the Contractor shall be responsible for keeping them tidy and clean with all food waste awaiting collection stored externally in lidded waste receptacles so as not to attract pests.

26.4 Disposal of waste matter in breach of 25.2, which creates additional cost to the school, will be recharged to the Contractor. A typical example would be blocked drains due to food waste.

26.5 Details of refuse facilities currently available can be found in the Service level agreements in Appendix B.

26.6 Waste cooking oil or fat or excess oil or fat from cooked foods must not be discharged into the drainage system. Disposal will be in accordance with the latest legislation at the cost of the Contractor. The School and Supervising Officer will require copies of the Waste Carrier's Licence and details of the final disposal site (Waste Management Licence).

26.7 The Contractor will comply with all current and future waste legislation and/or regulations.

26.8 The Contractor will notify the School if any Sanitary Waste bins are required in the kitchen cloakrooms.

26.9 The School is responsible for payment of Sanitary Waste bins in the kitchen cloakrooms.

27 TRANSPORT / CARRIED MEALS

27.1 The Contractor will provide, at his own expense, a suitable means of transportation for the delivery of carried meals. All vehicles provided by the Contractor, and their maintenance will be the sole responsibility of the Contractor.

- 27.2 The Contractor shall arrange access and parking facilities directly with the Head Teacher at each school.
- 27.3 Equipment required to carry the food/meals is to be procured from the Light Equipment budget.
- 27.4 The Council is aware of the temperature and texture deterioration problems associated with the transportation of certain food items. The Contractor will ensure that such deterioration is mitigated as much as practicably possible and menu choices and the ingredients used for all prepared food is of a quality equal to that served in non-transported establishments.
- 27.5 The Contractor will comply with the Temperature Control Requirements specified within The Food Hygiene Regulations, and any subsequent legislation relating to the transporting of prepared hot and cold food.
- 27.6 The Contractor will ensure that temperature checks are made at the point of service (if food is not served immediately). Cold food should be delivered and served at +8C or below and hot food at +63C or above. Written records of temperatures must be kept and provided to the Supervising Officer upon request.
- 27.7 Prepared food must be delivered in bulk and served and plated at the point of consumption.
- 27.8 Meals should be prepared and transported as near as possible to the time they are required to be served in order to maintain quality.
- 27.9 The Contractor will arrange and be responsible for the cost for the transportation of meals from production kitchens to dining centres so that meals arrive no earlier than 30 minutes prior to service.
- 27.10 No smoking is to take place in the vehicles or at any time during the collection or delivery of meals. This includes school premises.

28 ORDERING OF MEALS

- 28.1 Each Dining Centre shall notify the Production Kitchen daily by 10.00 a.m. of meal numbers, menu choice and any special dietary requirements.
- 28.2 Each Dining Centre shall inform the Production Kitchen of any foreseeable significant decreases or increases in numbers one week in advance, e.g. field trips, teachers' training days.

29 PAYMENT

- 29.1 The Council will pay, on behalf of the Schools, charges for Free School Meals, where eligibility has been confirmed, and from the date of application. Eligibility cannot be backdated..
- 29.2 The Schools will pay charges for Duty Meals for their own staff. Staff meals may be provided to those staff on duty in the dining hall and detailed by the school. The School will be invoiced by the Contractor for this service and staff meals will be charged at the same price as a secondary pupil meal.

- 29.3 Meals for staff not on duty will be charged direct to the individual at point of sale unless paid for in advance where systems allow.
- 29.4 Payment for all other types of meals must be paid for by the Consumer, unless otherwise agreed in writing with the Head Teacher.
- 29.5 The Council or School will not be held liable for payment of any monies accrued by any Consumer which the Contractor is unable to recoup, unless the Contractor has received written instruction from either the Council or School to continue provision to a named Consumer without payment.
- 29.6 Where a school is prepared to underwrite the cost of meals for a limited period in order for the pupils to continue to receive meals without daily payment, this agreement is contained in the site service level agreement in Appendix B
- 29.7 The Contractor will keep the School informed of any child being served without daily payment according to Clause 27.5 above.
- 29.8 To protect the anonymity of a Consumer receiving Free School Meals, the method of identification at the point of sale and/or payment must be such as to cause the least embarrassment to that Consumer.

30 PAYMENT COLLECTION

- 30.1 All income from Sales shall be collected and retained by the Contractor. Records shall be kept by the contractor of all income, broken down by breakfast, mid morning break, lunch and other.
- 30.2 All income remains the responsibility of the Contractor who is solely responsible for banking and safe-keeping of all such sums. Anything other than petty cash is not to be kept on site as this may invalidate the schools' insurance.
- 30.3 Some Secondary schools have cash registers on site. Where such facilities are made available the Contractor may use the facilities only in conjunction with the provision of the Contract at that site. Repairs and maintenance of these cash registers and purchase of ancillary items such as till rolls, printer ribbons etc will be provided and paid for by the Contractor.
- 30.4 For other methods of payment, e.g. monthly or termly cheque, the Contractor will liaise with the Head Teacher to set in place suitable collection methods.
- 30.5 Where facilities for the collection of payment are not provided the Contractor must provide at his own expense any facility required.
- 30.6 Where a safe is provided for the Contractor's use, the Contractor will be responsible for the safekeeping of any monies and ensure that the Council and Site are indemnified against loss or theft.
- 30.7 Meal charges to be paid by the Council, as per Clause 29.1 will be in the form of a weekly or monthly invoice, format to be agreed with the Supervising Officer.
- 30.8 Payment by the Council will only be made subject to receipt of evidence proving the amount of meals invoiced is a true reflection of the meals served. Such evidence must bear the signature of the Head Teacher or his/her nominated representative to confirm the true account of meals served.

30.9 Subject to a correct invoice being received, with substantiating evidence, payment shall be made within 30 days of receipt.

31 REBATE

31.1 The Contractor will provide the Council with a rebate calculated as a percentage of the overall turnover of the contract. The amount of the rebate is subject to tender and will be agreed prior to contract commencement.

31.2 This rebate will be returned to the residual catering budget for the provision of repairs and maintenance of the kitchen equipment in West Berkshire Council. In Bracknell Forest, the rebate is returned to the schools.

31.3 The Contractor will provide the Supervising Officer with details and evidence of total sales at each school each term for the purpose of calculating the rebate. Such information will include all sales from both the School Lunches and any Additional Catering Services. The format will be agreed between the Supervising Officer and the Contract Manager.

31.4 The Contractor will keep auditable records to confirm the turnover at each school. The Supervising Officer and/ or the Councils Internal Audit Unit and/or District Audit must be allowed access to such records on demand.

32 PREMISES / FACILITIES PROVIDED FOR THE CONTRACTOR'S USE

32.1 The Contractor will be allocated designated areas at each school.

32.2 Details of all facilities available can be found in the Site Schedules in Appendix B.

32.3 Designated areas are for the use of the Contractor for the provision of this Contract only and any other usage by the Contractor may only be with the express authority of the Headteacher and the Supervising Officer

32.4 Any agreement given under Clause 32.3 will be treated as a separate agreement between the school and the Contractor. Any agreement reached will be bound by its own terms and conditions and will not form any part of this Contract in any way.

32.5 Designated areas may also be used by the school for other forms of catering provision or other activities. Details of when and where this is applicable are given in the Site Schedules in Appendix B. (See also the policy for use of school kitchens appended to this specification).

32.6 The Contractor's Staff may not enter other areas of the school or its environs without the permission of the Head Teacher.

32.7 During the Service provision period, parents, pupils and school staff may not enter any food preparation area unless correctly attired and with due deference to statutory requirements and good practice guidelines.

32.8 It will be the responsibility of the Contractor to ensure compliance with 30.7. The Contractor is expected to advise the correct procedures to be followed to all eligible persons requiring access.

- 32.9 The school or Council will also provide free of charge (subject to availability – see site schedules for details);
- Use of toilet facilities.
 - Use of office facilities, generally only in larger schools where they exist, and at the discretion of the Head Teacher
 - Access to a telephone where one exists
 - Utilities; Hot and cold running water, electricity and/or gas.
 - Kitchen appliances/equipment. (see inventory)
 - Light equipment
 - Adequate maintenance to the fabric and finishes of the premises including ensuring the premises are decorated and maintained in accordance with hygiene and any other relevant legislation.
- 32.10 Where telephones or other similar facilities have been solely provided for the use of the Contractor, then the Contractor shall be responsible for payment of all costs incurred for that facility.
- 32.11 It is expected the Contractor will ensure facilities and utilities provided are used with due regard to energy conservation and will exercise energy management control in the course of the operations. The Contractor will ensure that usage does not exceed what is necessary for the provision.
- 32.12 Any use of facilities or utilities by the Contractor not in the provision of the Contract will be charged to the Contractor at cost by the school.
- 32.13 Any failure by the school to provide any necessary service or supply which means the Contractor can not effectively carry out the Service shall be reported immediately to the Supervising Officer by the Contractor.
- 32.14 In the event of disruption to the supplies of utilities it may be necessary for the Contractor to use disposable equipment. This must be agreed with the Supervising Officer or School prior to use and the cost of supplying the disposable equipment will be the responsibility of the Council

33 CONTRACT MONITORING

Contract Monitoring will be the responsibility of all Parties to the Contract. The methods of monitoring will comprise of a minimum of same or similar processes or procedures as following;

33.1 Meetings

The Contract Manager (and any other managerial staff as is deemed appropriate by the Supervising Officer) will be expected to attend regular monthly meetings with the Supervising Officer for the purpose of reviewing day to day performance and dealing with minor and current issues. The venue for these meetings is to be agreed between the Supervising Officer and Contract Manager.

The Supervising Officer may also request contract review meetings at a frequency not more than termly but not less than annually. The Contractor will be expected to attend the review and the meeting will be in addition to the regular meetings outlined above.

As a minimum the Contract as a whole will be reviewed on an annual basis by the Supervising Officer in the anniversary month.

33.2 Performance Indicators

The Supervising Officer will assess the performance at each school on a monthly basis by means of a Performance Indicator returned by each school. The Performance Indicator will be completed by the Head Teacher and forwarded directly to the Supervising Officer.

The Performance Indicator will indicate the satisfaction of the Head Teacher with the Contractor's performance in their school. The scores from these Performance Indicators will be made known to the Contract Manager at the next monthly meeting. Copies of the Performance Indicators can be made available to the Contractor where this is deemed beneficial.

Where a School fails to submit a Performance Indicator, and the period is greater than one month following the end of the period, then the Supervising Officer will assume that the performance is deemed satisfactory at that School for the period of non-submission.

The Contractor is expected to carry out his own regular quality assessments of the service in schools (frequency to be agreed between the Contractor and the Supervising Officer) and copies of such will be made available to the Supervising Officer on request.

33.3 Site Visits

For the purpose of ensuring the Contractor's compliance with the Contract and the satisfaction of the school with the service provided, the Supervising Officer may visit any school unannounced on any day to inspect the kitchen and other designated areas and sample a meal.

Throughout the contract, the contractor will have initiated and maintained a documented system of quality control designed to ensure that all Locations are well and properly served and the specification is complied with in all respects. During these visits, the Contractor's staff will be expected to make available their daily record books, health and safety manuals, training records and any other paperwork relevant to the service delivery at that school.

A visit report sheet will be produced following a visit and comments will be communicated to the Contractor at the next review meeting.

Any comments needing urgent attention will be communicated to the Contract Manager as soon as possible.

Failure to comply with any part of the Contract shall be noted and Clause 38 will be invoked if appropriate.

34 VARIATIONS

Throughout the Contract Period and any extension periods, all parties are expected to make suggestions which will improve any or part of the Service.

34.1 Changes to a Service Level Agreement

School requirements may be varied by agreement between the Head Teacher, Supervising Officer and Contract Manager.

All requests for variations will be notified to the Supervising Officer by either the Head Teacher or Contract Manager.

Once agreement to the variation has been achieved, the Contractor will raise a variation order, the format of which will be agreed between the Supervising Officer and the Contract Manager prior to contract commencement.

The variation order will be sent to the Supervising Officer and Head Teacher for signatures to authorise the variation.

As soon as the variation order has been authorised, the Supervising Officer will produce and circulate an amended Site Schedule sheet which will supersede any pre- dated Schedule for that school.

34.2 Changes to the Site List

- The addition of new schools must be allowed by the Contractor, unless proof can be given that by doing so would be detrimental to the Contract as a whole.
- The deletion of a school during the term of the contract will be subject to the following;

34.3 Deletion of a Site for reason that better value can be obtained by the school;

The Head Teacher is required to inform the Supervising Officer immediately.

The Contract Manager will be advised of the request by the Supervising Officer.

The Contract Manager having received notification will be given reasonable time to dispute the proof, or provide a solution offering the same or better value to the school.

Where the Contractor is unable to dispute the evidence and offer a solution, the school will be taken off the Site List at either the end of the next school term, or the next contract anniversary, whichever is most convenient for the school. The Supervising Officer will have the authority to decide when the exact date will be.

34.4 Deletion of a school without due reason;

The Contractor will be entitled to seek compensation from the school for loss of earnings.

Any claim for compensation will be subject to agreement between the Contract Manager and the Supervising Officer in writing.

34.5 Deletion of a school for reasons of non compliance with all or part of the Contract;

Where deletion of a school is for reasons of non compliance of the Contract by the Contractor at that site, then the procedure for Determination in the Contract Conditions shall apply.

In all circumstances of cancellations and additions of a school, then where feasible, the preferred cancellation/addition date shall be in conjunction with the school term or academic year.

35 HEALTH & SAFETY

- 35.1 The Council as an employer has a duty to ensure it protects the health, safety and welfare of its employees and others who may be affected by its work. As part of that

responsibility the Council insists that all Contractors and Suppliers to/of the Council adopt safe methods of work in accordance with the Health and Safety At Work Act and maintain and regularly review their own health and safety policies and procedures in accordance with Legislation and general good practice.

- 35.2 The Contractor will observe and abide by all legislation relating to the provision of the services.
- 35.3 Revised policies and procedures must be forwarded to the Supervising Officer immediately.
- 35.4 The Contractor may be requested at any time to submit copies of current policies, procedures, risk assessments and and COSHH (Control of Substances Hazardous to Health) records by the Head Teacher and/or the Supervising Officer and/or the Council's Health & Safety Officer.
- 35.5 The Contractor will permit the Council's Health and Safety Officer, or any other appropriate person, to enter upon any Location or other site of operation at any time during working hours for the purposes of carrying out health and safety inspections.
- 35.6 During the inspections, the Health and Safety Officer, or his authorised representative, will inform the Contractor verbally and subsequently in writing of any method of operation or other matter which, in the opinion of the Safety Officer, falls below the requirements of the Council's Health and Safety Policy and Codes of Practice or any other statutory requirement. The matter will be reported to the Supervising Officer and should remedial action be required, to the Health and Safety Inspectorate and / or the Council's Environmental Health Officer.
- 35.7 In provision of the Service, Risk Assessments and Method Statements are the responsibility of the Contractor. The Contractor must immediately report any identifiable risks to the Head Teacher, along with the intended solution to remedy the risk. The Supervising Officer must be notified of all such risks at the first available contract meeting.
- 35.8 Where rectification of an identifiable risk is the agreed responsibility of the Council, the Contractor must also report this to the Council's Health & Safety Advisor. Where known, the expected remedy should also be reported.
- 35.9 Accidents or incidents occurring during the provision of the Contract must be immediately reported as required under Legislation. The Contractor must report to the Head Teacher and Supervising Officer any serious accidents that take place in those parts of any of the Locations where the Services are provided. The Contractor must report to the Council any dangerous occurrences that take place on any such premises as detailed in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- 35.10 Notwithstanding the Contractor's own H&S reporting procedure, the Council also requires the Contractor to inform the Head Teacher of any accident or near miss on the premises so that they may enter the information onto the Council's own database for reportable H&S incidents)
- 35.11 With respect to fire procedures, the Contractor will be required to ensure that:

All employees are given appropriate training in fire procedures for individual sites and that they participate in site fire drills in co-ordination with the rest of the school

Each kitchen has the correct fire extinguishing equipment, i.e. a fire blanket and one to three dry powder or carbon dioxide extinguishers, according to the size and layout of the kitchen. This equipment shall be supplied and replenished by the School at the reasonable request of the Contractor and in accordance with the schools fire risk assessment.

Fire equipment is checked annually by the appropriate Council Department or a by a competent person appointed by the Head Teacher.

35.12 The Contractor will ensure that the relevant Hygiene and Health and Safety signs are correctly displayed and that staff comply with these signs.

35.13 The Contractor will ensure First Aid boxes are supplied for their staff on each site and there is a record of nearest hospitals with an A and E facility.

35.14 Neither the Council nor any school will be held liable for any failure by the Contractor to comply with Health & Safety legislation or fire procedures.

36 ENVIRONMENTAL HEALTH

35.15 The Contractor is responsible for ensuring that the catering operation is undertaken in accordance with all relevant food hygiene legislation and quality assurance systems.

35.16 The Contractor will have a policy on Food Hygiene and policy on employment and training of Food Handlers.

35.17 The Contractor will be responsible for registering all food business premises used in the provision of this Contract with Environmental Health

35.18 Environmental Health Officers may inspect all or part of the premises used by the Contractor in the provision of the Contract without notice.

35.19 The Supervising Officer may invite, at any reasonable time, an Environmental Health Officer or other appropriate specialist to inspect all or part of the premises used by the Contractor in the provision of the Contract.

35.20 The Contractor will respond directly to any request or notice served by an Environmental Health Officer.

35.21 Any issue which cannot be rectified within the given timescales shall be reported immediately to the Supervising Officer.

35.22 The Contractor will deliver to the Supervising Officer within two working days any Environmental Health Report relevant to the services, staff, catering premises and equipment or other activities in relation to this Contract, together with his observations and a statement of the steps taken or proposed to be taken by him in order to comply with any requirements specified in such a report.

35.23 The Contractor will notify the Supervising Officer immediately of any legal notices including Hygiene Improvement, Hygiene Prohibition and Hygiene Emergency Prohibition Notices.

35.24 The Supervising Officer shall deliver to the Contractor similarly any such report received by him.

35.25 In the event of an alleged or suspected food poisoning or contamination incident the Contractor shall ensure that a report is presented to the Supervising Officer containing the following information:

- Detailed composition of the meal
- Food sample availability
- Remainder of same batch of foodstuffs (or the packaging)
- Number of suspected victims
- Date and time of meal consumed
- Date ingredients delivered and supplier (including addresses and depot telephone numbers).
- Method of storage
- Time and method of preparation and cooking
- Storage after cooking
- Who ate the meal
- Precise symptoms of illness, the time of the first sign of illness, whether the victims have consulted their GP and, if so, whether faecal samples have been submitted for examination.
- Precise details of the alleged contamination and any resulting effects.

In the event of any investigation by an officer from the Council's Environmental Health Services, the Contractor will co-operate fully in the investigation and ensure that all those members of staff who have been in contact with the preparation or service of the meal are available for interview.

35.26 Pest Control

The Contractor will notify the school and the Council immediately of any pest infestations within the catering premises. Pest Control will be organised by the Head Teacher or Local Authority.

37 INSURANCE

37.1 The Contractor is expected to maintain insurance policies for Employers Liability and Public Liability throughout the Contract Period and any extension periods.

37.2 The value of the policies must be equal to or in excess of the minimum values set by the Council

37.3 The Contractor will provide copies to the Supervising Officer of each policy, and each subsequent renewal.

37.4 The minimum insurance requirement at January 2011 is £10,000,000 (10 million pounds) for each insurance. The Supervising Officer shall notify the Contract Manager of any adjustment to the minimum value. Buildings and Contents insurance will be the responsibility of the Head Teacher.

38 AUDIT

38.1 The Contractor shall allow access to any information relevant to the Service to the Supervising Officer and/or an officer of the Council's Internal Audit team and/or a representative of District Audit.

39 SECURITY AND ACCESS TO THE SITE

- 39.1 The Contractor shall have access to each site on normal working days for the hours necessary to provide the services required by that individual school. Otherwise, i.e. when pupils are not in attendance at the school, the Contractor shall have access only by prior arrangement with the School and Supervising Officer for the purposes of planning and preparing the next service, staff training or cleaning.
- 39.2 Only the Contractor's staff and persons making deliveries to the Contractor in connection with the provision of the services may enter or use any part of the Locations.
- 39.3 The Contractor shall be responsible for the security of all goods, materials and equipment used in the provision of the Service which belong to the Contractor or the school.
- 39.4 The Contractor shall in conjunction with the school ensure, in particular, that such Locations and areas are properly locked, windows tightly secured and all lighting and all kitchen equipment switched off.
- 39.5 The Contractor will indemnify the Council and the school against any loss, theft or damage of/to any goods, vehicles, materials and equipment belonging to the Contractor.
- 39.6 The Contractor will not implement any security activities, overt or covert at any location, without the written permission of the school.
- 39.7 Police intervention in any matter of security shall be the responsibility of the Supervising Officer or the Head Teacher.
- 39.8 Where it is convenient to both the Contractor and the school, the Head Teacher may agree to a member of the Contractor's Staff becoming a key holder.
- 39.9 The Contractor will be responsible for ensuring the safekeeping of the key and the return of the key to the Head Teacher upon termination of the Contract or when requested to do so.
- 39.10 The Contractor will ensure the key holder is of good character and does not abuse the privilege accorded.
- 39.11 It will be the responsibility of both the Contract Manager and the Head Teacher to inform the Supervising Officer of the names of all such key holders as requested.

40 FAILURE TO PROVIDE THE SERVICE TO THE CONTRACT STANDARD

- 40.1 Unless due to matters outside the Contractor's control, when a meal has been pre-selected and is then not available, the meal shall be provided free of charge to each Consumer who is served a different choice to the pre-selected one. The free meal shall not differ in size, quality, nutritional content or price from the original selected meal.
- 40.2 The process for administering 38.1 shall be agreed between the Supervising Officer and Contract Manager.
- 40.3 Unless due to matters outside the Contractor's controls, where the Contractor fails to provide part of the Service to the Contract Standard, the Supervising Officer shall be

entitled to procure that part of the Service from an alternative supplier and recharge the Contractor the additional cost plus a twenty percent administration charge.

- 40.4 Alternatively, the school may take control of the Service delivery and collect all income. The Contractor will be reimbursed the cost of any food used but the remainder of the income will be retained by the school.
- 40.5 Unless due to matters outside the Contractor's control, where the Contractor repeatedly fails to provide part of the Service to the Contract Standard at more than fifteen percent of the Schools, then the Supervising Officer shall be entitled to and may invoke Clause 20 - Determination, in the Contract Conditions.
- 40.6 Further to Clause 38.5, should the number of Schools be equal to or in excess of twenty percent, then the Supervising Officer will invoke Clause 20 - Determination, in the Contract Conditions.

41 CONTRACT EXPIRY

- 41.1 The Contract will expire July 23rd 2017 unless the Supervising Officer takes up the option to extend the Contract Period in clause 4 of the Contract Conditions.
- 41.2 The option to extend under 39.1 shall be by notice from the Supervising Officer to the Contractor given not less than six months prior to the expiry date of the Contract.
- 41.3 Within two weeks of the date of notification under paragraph 39.2 the Contractor shall notify the Supervising Officer whether or not he wishes to accept the offer of an extension to the Contract Period.
- 41.4 When an extension period has been agreed, the new expiry date will be the last day of the extension period.
- 41.5 The Contractor will ensure that all relevant, correct TUPE details (including principal terms and conditions of employment, number of staff employed in the provision of the Service who may be subject to transfer and in respect of each such person details of age, salary, reckonable service, hours of work and percentage of time spent in the performance of the Service) are made available to the Council upon request for the re-letting of the Contract.
- 41.6 Should the Contractor be unsuccessful in the next tender, they are expected to maintain the Service to the required level throughout the handover stage to the new Contractor.