Children & Young People Directorate

School Meals Service

Tender Specification

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SECTION 1

Introduction
Lewisham Council invites tenders for the full supply of catering services to Lewisham Schools based upon the terms and conditions contained in this Tender Specification.

Please ensure that all tender documents and Conditions for Tender are fully studied before your bid is submitted.

The Litmus Data Room (LDR)
All background information required to participate in this tender project can be downloaded from the Litmus Data Room.

Information provided for download via LDR is highlighted throughout this document using the following symbol. ( )

Tender Briefing
You are invited to a meeting to be held week commencing 13th October 2014 to be held at Laurence House, Catford, London SE6 4RU to receive a tender briefing and ask any relevant questions in relation to the tender project. Opportunities to view the catering facilities of participating LBL Schools will be discussed and arranged at this briefing

Please confirm your intention to attend together with the names of your representatives by no later than 12:00 midday on 8th October 2014. (Please note a maximum of two representatives per company)

Contact
Any questions or queries regarding this document, or any aspect of the tender process, should be issued via the Council procurement system, Pro Contract. Deadline for questions is 24th October 2014, any questions or queries received after this date will be disregarded
**SECTION 2**

Information contained in this section:

- Part A ~ Timetable of events
- Part B ~ Overview of Lewisham Schools Service
- Part C ~ Aims and objectives

**Part A ~ Timetable of Events**

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
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<tbody>
<tr>
<td>19&lt;sup&gt;th&lt;/sup&gt; September 2014</td>
<td>Invitation to tender released</td>
</tr>
<tr>
<td>w/c 13&lt;sup&gt;th&lt;/sup&gt; October 2014</td>
<td>Tender Briefing</td>
</tr>
<tr>
<td>w/c 9&lt;sup&gt;th&lt;/sup&gt; October 2014</td>
<td>Tenderer site visits to participating schools</td>
</tr>
<tr>
<td>24&lt;sup&gt;th&lt;/sup&gt; October 2014</td>
<td>Deadline for submission of questions</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; November 2014</td>
<td>Tender return date</td>
</tr>
<tr>
<td>14&lt;sup&gt;th&lt;/sup&gt; November 2014</td>
<td>Evaluation of tenders completed</td>
</tr>
<tr>
<td>w/c 17&lt;sup&gt;th&lt;/sup&gt; November 2014</td>
<td>Presentations by shortlisted bidders</td>
</tr>
<tr>
<td>End November 2014</td>
<td>Site Visits (if required)</td>
</tr>
<tr>
<td>Early January 2015</td>
<td>Contract award</td>
</tr>
<tr>
<td>January 2015</td>
<td>Alcatel 10 day standstill period ~ bidder notifications</td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; May 2015</td>
<td>Contract commences</td>
</tr>
</tbody>
</table>
Part B ~ Overview of London Borough of Lewisham (LBL) School Meals Service

The Core Business

List of Participating Schools and Site Operational Data
The location of participating Schools along with site operational data has been provided in the LDR ( ). Additionally, the Lewisham Training Kitchen (based at the Green Man community centre) has been included in the core services and detailed within the Specification.

Non-Core Business
In addition to the core School Meals Service and Lewisham Training Kitchen, catering services are also provided to the Wearside Depot. Ideas for the future development of this service will be requested.

There may be other opportunities for hospitality and event catering which cannot be specified or scored.

Variant Bids
As part of this procurement, the Council is requesting variant elements of the bids in addition to completion of the core business proposals. These are set out in the Invitation to Tender and in each case the tender spreadsheets should be utilised to illustrate the financial impact of each variant.
PART C ~ Aims and objectives

General

LBL’s school meal service provision is intended to provide the very best quality and value and considers the school meal service as an integral aspect of the overall school experience.

LBL is seeking a contract relationship between all participating Schools and the Contractor that will influence future developments to maintain and improve a high quality meal service. Whilst this is a contracted service LBL are keen to create a ‘One Team’ culture and the abilities demonstrated by the Bidders to harmonise with this ethos whilst meeting LBL core aims and objectives will have a significant bearing on the chosen company. It will be expected that the Contractor will deliver on these core aims and objectives and through close collaboration introduce further initiatives to continue to develop the service.

The Primary School business is the largest element of the opportunity and one that is critical to ensure costs are mitigated without compromising the overall service to children. The Secondary School market is one that the Council sees significant opportunity for growth by the Contractor and would wish to encourage a ‘Joint Venture’ ethos with the Schools.

LBL core aims

The aims of the school meals service for LBL are to:

1. Provide a value for money, high quality, fresh and an environmentally sustainable food service
2. Support a whole school approach to healthy eating, special diets and cultural religious needs
3. Provide a friendly dining experience that encourages the increase of school meal uptake
4. Ensure a motivated, well trained and managed catering workforce
5. Encourage good communication, add social value and interaction between the service provider, each participating school and the local community.

LBL core objectives

The key objectives of the school meal service relate specifically to each of the aims detailed below.

1. Provide high quality, fresh and sustainable food service
   - The school meal should be adequate in quality and quantity representing the main meal of the day and it should be based on a hot cooked meal service appropriate to the age and needs of the pupils. A hot midday meal must be available for every child wishing to have one.
   - LBL have a commitment to a high quality service based on fresh food, healthy choices and high nutritional standards. LBL would expect fresh food to be cooked from scratch using high quality raw ingredients that are unprocessed and where applicable, seasonal. The successful Contractor will be required to comply with the recent School Foods Standards information published in June 2014 and included in the LDR (4).
• LBL has a strong commitment to supporting sustainable development; the maintenance of high and stable levels of economic growth and local employment in Lewisham and effective protection of the environment and prudent use of natural resources.

• The new contract will contain targets and reporting requirements around the management and minimisation of food waste & resources.

2. Provide a friendly dining experience that encourages the increase school meal uptake

• Opportunities should be sought to continually promote and increase take up of both free and paid school meals, to encourage pupils to consume a nutritionally balanced meal at lunch time

• The dining room environment should be conducive to the enjoyment of food and provide facilities, which encourage children to appreciate the social role food plays in society.

• The meal service should provide pupils the practical experience of eating together with others should provide opportunities for improving the social and physical development of children. It should also allow children to become acquainted with a wider range of foods and to practice food choices. Pupils must be encouraged to make sensible and informed choices when choosing a meal while having regard to the need to create an enjoyable eating experience.

3. Support a whole school approach to healthy eating, special diets and cultural religious needs

• The school meal service should be an integral part of the school day representing an educational and social occasion providing opportunities for learning experiences that reinforce messages about food and healthy eating. The Contractor will be expected to work with LBL in ensuring that all catering staff and dining room supervisors are adequately trained in food and health to deliver this objective. The Contractor will consult with parents, Head teachers, teachers and pupils, via the school councils where they exist, on a regular basis on the provision of school meals.

• Menu planning, food presentation and the dining room environment must enable and encourage children to make healthy choices and to enjoy their lunch time experience. They should also be locally flexible to reflect the special diets (particularly in Special Schools) and diverse culture of pupils attending LBL schools

4. Ensure a motivated, well trained and managed workforce

• LBL expects the Contractor to develop and provide training in food handling, production and service, and healthy eating for all its employees and promote best practice with a view to achieving optimum service delivery. As a benchmark and guide, the following National Occupational Standards are considered to be commensurate with the minimum standard or training at each staff grade:
### Level 1 – Operative roles

<table>
<thead>
<tr>
<th>NOS title – practical component</th>
<th>Knowledge based component</th>
<th>Job relevance</th>
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</table>
| Maintain personal hygiene standards in food manufacture | Awareness of food safety in food and drink manufacturing:  
- Keep him/herself clean and hygienic  
- Keep the work area clean and hygienic  
- Keep the product safe | Relevant to food handlers at all levels. May also be applicable to regular contractors, and agency staff |

### Level 2 – Operative roles

<table>
<thead>
<tr>
<th>NOS title – practical component</th>
<th>Knowledge based component</th>
<th>Job relevance</th>
</tr>
</thead>
</table>
| Maintain workplace food safety standards in manufacture | Principles of workplace food safety in food and drink manufacturing:  
- Take personal responsibility for food safety  
- Keep him/herself clean and hygienic  
- Keep the work area clean and hygienic  
- Keep the product safe | All operative roles who deal directly with food stuffs. May also be applicable to longer term agency staff |

### Level 3 – Supervisory and technical roles

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<tr>
<th>NOS title – practical component</th>
<th>Knowledge based component</th>
<th>Job relevance</th>
</tr>
</thead>
</table>
| Raise food safety awareness in manufacture | Principles and practices of food safety management in food and drink manufacturing:  
- Ensure compliance with legislation  
- Apply and monitor good food safety practices  
- Implement food safety management procedures  
- Contribute to staff training  
- Food safety auditing  
- Safe procurement and supply in food and drink manufacturing:  
- Implement and maintain procurement procedures  
- Schedule supply  
- Implement and maintain product traceability  
- Implement and maintain an audit trail  
- Receive goods | Supervisory staff, team leaders, managers |
| Monitor food safety at critical control points in manufacture | | Supervisory staff, team leaders, managers |
| Contribute improvement of food safety in manufacture | | Supervisory staff, team leaders, managers |
| Control and monitor safe supply of raw materials and ingredients in food manufacture | | Supervisory staff, team leaders, managers |

- The Contractors staff should receive annual appraisals and a competitive package of terms and conditions including pay, which in the judgement of the Contractor is set at a level likely to deliver best value in terms of overall quality of the service. All staff should feel an ownership of their area of work and be respected.
Please note it is expected that the Contractors staff will migrate onto London Living Wage.

- Catering staff should be expected to play a reasonable part in promoting the educational and social ethos of the school through their manner and behaviour, working closely and productively with the school where they work.

5. Encourage good communication, add social value and interaction between the service provider, each participating school and the local community

- LBL would expect to meet with the Contractor monthly to discuss all aspects of the service. Moreover, LBL expects the Contractor to meet regularly with the Headteacher, student councils, governors and parents of each participating school to ensure the service and quality is being delivered and meets local expectations

- An annual review will be expected to focus on the upcoming contract year and analyse on the previous years performance.

- The Council is keen for the Contractor to drive social value initiatives which will benefit the school meals service and local community.

- “Social value” is a way of thinking about how scarce resources are allocated and used. It involves looking beyond the price of each individual contract and looking at what the collective benefit to a community is when a public body chooses to award a contract. Social value asks the question: ‘If £1 is spent on the delivery of services, can that same £1 be used, to also produce a wider benefit to the community?’
SECTION 3

Information contained in this section:

- Part A ~ Food Standards
- Part B ~ School Meal Service Requirement and Standards

PART A ~ Food Standards

LBL have set a high standard for the quality of school meals, which is made up of 2 elements. These are:

1. Guidelines for menu planning and meeting DfE food and nutrient based standards
2. Objectives for fresh sustainable food

Each of these elements are detailed below. Please note that where the standards specified by LBL exceed the Government standards, LBL’s standard must apply.

1. Guidelines for menu planning and meeting DfE food and nutrient-based standards

   - It will be the successful Contractor’s responsibility to ensure that all foods served within the confines of the School Day continually complies with both current and any future government legalisation and guidelines on the provision of healthy School meals. It is LBL’s policy to encourage the use of seasonal produce and promotion of healthy eating to its pupils wherever practical and desirable. It will be the responsibility of the Contractor through effective menu planning to comply fully with DfE food and nutrient based standards and to promote and comply with this policy throughout the contract term.

   - As well as meeting the DfE food and nutrition based standards, each menu cycle should consist of a variety of different foods and dishes from day to day. For example, a selection of beef, lamb, chicken and fish should be offered over the week, as well as vegetarian dishes that use a variety of ingredients such as eggs and different kinds of pulses.

   - Menus should be balanced and not be repetitive or have similar foods on following days. Different flavours of meals, not just different main ingredients, and different sides such as potatoes and rice are essential (but not on the same day) in increasing variety and maintaining interest from pupils.

Halal Meat

   - The Contractor should be aware that Halal meat maybe required by a number of LBL schools. These schools understand the difficulties of providing a fully orthodox Islamic meal service and therefore it is intended that the successful Contractor will be expected to discuss with LBL the practicalities under the contract of delivering a Halal food offer during the mobilisation period

   - Where required the Contractor shall display/make available a copy of a certificate of authenticity from a recognised Halal butcher at these sites
Allergies and Food Intolerance

- Some pupils experience allergic reactions to foods that are harmless for others. Food allergies are abnormal reactions that could cause a life threatening reaction called anaphylaxis. Peanuts (groundnuts) and tree nuts (such as walnuts, almonds etc), shellfish and sesame seeds are amongst the most common foods to cause life threatening reactions, even in a minute amount and therefore none of these food types should exist in any foods supplied for consumption by the Contractor. It should be noted that there are other products that may cause an allergic reaction in individual pupils and that the specified list is not exhaustive.

- The Headteacher will notify the Contractor of details of any pupil with an allergy or intolerance to a particular food type. In those cases the Contractor must ensure that appropriate ingredients and meals are available and that there is no risk of cross contamination that may affect those ingredients and meals.

- Particular attention needs to be paid to nut allergies and all products scrutinised so that any food containing nuts or derived from nuts are not to be used under any circumstances.

- Evidence suggests that hydrogenated oil has an effect on blood cholesterol that increases the risk of coronary heart disease. The Contractor will not use these oils or any trans fats containing hydrogenated oil

2. Objectives for fresh sustainable food

a. To use seasonal and ethically sourced food and ingredients where possible.

Wherever possible ingredients should be sourced ethically and any animal products should meet minimum animal welfare standards and meet Red Tractor Standards. Preference should also be given to seasonal food, foods that are produced with minimal negative environmental impact.

**Support Lewisham in becoming a 'Sustainable Fish City' by meeting the relevant requirements of that standard.**

b. To report on and manage the food and non-food waste produced through delivering the contract

The provision of sustainable food through the school meals contract is not only about the quality and provenance of the ingredients, although this of great importance. It is also about how the food is sourced, packaged, transported, prepared and disposed of. These factors all have a great influence on the type and size of environmental impact the delivery of the contract has and these are factors which LBL will require the Contractor to take into account.

The Contractor will be expected to measure, manage and report on food and non-food waste produced as a result of delivering the contract both pre and post plate.

c. Food for Life

LBL wish to maintain ‘Food for Life’ status. **Currently, FFL Silver is achieved in Primary Schools and this is the benchmark LBL must maintain. As part of the tender process, an option for the delivery of FFL Gold has been offered as a ‘non-core’ pricing option**
for contractors to complete with the supporting evidence of the improvements to warrant this additional spend (if any).
Part B ~ School meal Service Requirement and Standards

- LBL during the contract period permit the Contractor to use ‘free of charge’ in connection with the provision of services the following facilities:
  a. The kitchens, storage space and catering office accommodation
  b. Any rest room, washroom and lavatory facilities, which may be arranged on a localised basis following the award of the contract

- The Contractor shall use the said facilities only in connection with the provision of the services and shall ensure that the Contractor’s staff use the said facilities only for that purpose

- The Contractor shall keep such accommodation clean, tidy and properly secured

- The Contractor shall hold access keys of all catering units. The Contractor shall provide to each Headteacher a list of names of those members of the Contractor’s staff who are designated key holders and ensure they are informed of any changes in key holding personnel.

- The Contractor shall be responsible for the security of all catering locations and shall ensure, in particular that such locations and areas are properly locked, windows shut and all lighting switched off.

- The above will be known as the ‘Facilities’.

- There is provision for the schools and LBL to enter without notice especially in the event of an emergency.

Number of Meals

Data relating to the number of Pupils and Adults meals for the year 2013/14 at each participating school has been provided and can be downloaded in the LDR ( ).

In order to provide an estimate on meal numbers in Primary Schools, taking into account the Universal Free School Meal programme being introduced from September 2014, the tender has been structured to provide fixed meal numbers for all Contractors to price against. This has been calculated as follows:

- 85% Uptake for Key Stage 1
- 60% Uptake for all other meals (the approximate current uptake)

Should the Contractor believe that this estimated uptake could be exceeded, there is scope in the financial return to offer a reduced cost per meal rate for this scenario.

Number of Operating Days

- There are approximately 190 operating days (Monday ~ Friday) each year for Primary Schools.
- Each academic year runs from September to July. The Contractor should make themselves aware of the number of trading days in each financial and academic year. During this time the Contractor shall provide the services at all Locations.
• The days on which schools will be open each year will be notified to the Contractor as soon as the information is available. The Contractor should be aware that these dates may vary at individual schools.

• There are also typically 5 In-Service Training days (INSET) in addition to teaching days, determined by the Headteacher of each participating school. During this time the school will be closed and there will be no pupils on site. Any catering provision on an INSET day will be by prior arrangement between the Headteacher and the Contractor, which will be a separate charge and responsibility of the school.

Note

All staff are currently employed to work on INSET days

• An agreed compensation amount will be agreed for a change in revenue event, such as a strike day. This compensation amount will be agreed prior to the commencement of contract as set out in Schedule 10 Change in Revenue.

Times of Service and Access

• Access to schools will normally be between 07.30 and 15.30, or by agreement with the Headteacher, from Monday to Friday during term time.

• The times of the services, to include details of separate sitting times may only be varied by and with the approval of LBL. LBL will give the Contractor reasonable notice of such change and the Contractor will be expected to comply with such changes

Nursery Schools and Nursery classes within Primary Schools

• Children in some Nursery schools and nursery classes attached to Primary schools, typically have a family service, where children dine in small groups under the supervision of a nursery nurse or teacher. This style of service does not apply to all nursery feeding.

• Where food is eaten in a place in the school other than the main dining area, the delivery and collection of food containers to and from the dining area is the responsibility of the Contractor. Food must be cooked, portioned and served in family service dishes or in individual dishes. Vegetables must be served separately in small serving dishes and salads must be served in small bowls. The Contractor will provide sufficient quantities of the appropriate crockery and cutlery suitable for nursery age children.

Primary Schools

• Meals are typically served in these schools in a cafeteria system and pupils exercise choice in selecting from the menu.

• Midday Meals Supervisors are employed by the school to assist in the management of pupils at lunchtime, including the schools own queuing arrangements, providing specific assistance to pupils, where this is required and offering general guidance to the children in relation to healthy and appropriate food choices. The Contractor should not expect school staff to assist with the delivery of the service but should advise on the best solution for managing the dining experience.
• Children will in general collect their dessert at a different time to their main course however this is determined locally by each school.

• After eating children will clear their own plates and cutlery.

• The Contractor is responsible for setting up and clearing away the dining furniture used at midday. The movement of furniture must take place at a time, which does not interfere with school activities. Special consideration should be applied for schools with multi-purpose dining halls, where furniture cannot be permanently set up.

• **LBL is keen for children to use plates and bowls rather than ‘fight trays’**.

**Special Schools**

Children of both primary and secondary school age attend special schools. The service required for Special Schools will be as for Primary Schools with regard to the following requirements:

• Pupils may have difficulty eating certain foods generally included in menus. The Contractor will familiarise themselves with the needs of this special group of pupils by working with professionals, such as nurses, doctors, physiotherapists, speech therapists etc, within and outside the school.

• There may be a greater requirement for special diets with a specific nutritional requirement and the Contractor will be expected to be flexible in meeting this requirement.

• Main course items should feature a moist dish and a suitable sauce, gravy should always be supplied.

• Menus should be agreed with LBL to ensure the needs of all children are provided for appropriately.

• A number of pupils will require special crockery and cutlery that supports their special need, the Contractor will be expected to meet this requirement.

• Some children have adult assistance to collect meals while others collect their own meal with the use of aids.

• The core menu should offer foods that are easily digestible and easy to swallow as this is more appropriate for this group of pupils. The Contractor should ensure that they provide pictures of each dish to support each day’s menu.

• In some cases dishes need to be more digestible and easy to swallow, this can require food to be liquidised; where this is required it should be done in a manner so that food looks appealing and appetising.

• To support the ongoing personal development of individual pupils it is expected that those requiring a soft diet are helped and encouraged to move safely from liquidised food as appropriate to their own progression

• In displaying menus and all other materials the special needs of this pupil group should be considered and it should be recognised that pupils respond to different stimuli
• The meals service at special schools is expected to be integral to school day with this time being used for other developmental opportunities.
Secondary Schools

During normal term time, services will comprise on a Monday to Friday basis, excluding bank holidays, the following:

- Breakfast service – a minimum choice of compliant hot and cold drinks, hot and cold breakfast snacks, fruits and cereals must offered.
- Morning service – a compliant choice of hot and cold snack items such as filled rolls, sandwiches, unit-produced cakes, biscuits and beverages
- Lunch service - a fully compliant cafeteria service from the main serveries and snack zones, which will feature a minimum of four themed choices.
- Internal issues – internal issues will comprise a range of services provided for the School, staff and visitors, including but not limited to:
  - Free school meal provision
  - Duty staff meal provision
  - Teas, coffees, biscuits and snacks for meetings, etc.
  - Working lunches and buffets as requested on a departmental basis.
  - Market and Promote External Services on a Profit Share basis.
  - Catering for INSET days
  - Senior management meetings

Prices will be agreed with the School and charged at an agreed cost.

Services Innovation

The Contractor will be expected to draw on their expertise and experience and through the menus, special offers and promotions to be able to offer to the students and staff of the Secondary Schools:

- A dynamic improved range of sandwiches, baguettes and paninis. This range must provide for varied types of bread and fillings to be used within the menu.
- Operate a seasonally changing four-weekly menu cycle that is based on the students’ requirements
- Introduce within the menus food and beverage items that are perceived 'on trend' within high street retail outlets
- Ensure that within the menu, meal deals and promotional tariffs are offered, thus increasing the students’ perception of value for money.
- Involve and liaise with the Student Council, giving the students the chance to discuss and be involved with the food offer within the School.
Adult Meals

Adult meals provided through this contract is expected to be provided to the same standard as for Primary schools, although the portion size should equal that of a Secondary School pupil i.e. Special Secondary Schools

Emergency Feeding

- In the event of a civil emergency the Contractor shall make all resources available to LBL to assist in dealing with the emergency.
- During the period the Contractor is engaged in carrying out such emergency work this contract may be varied.
- The Contractor will need to make arrangements to provide 24-hour cover on request, should such an emergency arise.
- During local emergencies many locations will be used for emergency feeding. In these circumstances LBL will arrange food supplies and other services from the Contractor.
- Payment for work carried out by the Contractor during the emergency shall be the actual cost of such work and the Contractor will be expected to provide supporting information to satisfy the charge.

Temporary Feeding

- In the event that a school has a partial closure due to building or development works it may be necessary to close the kitchen or relocate the dining hall. In such circumstance the Contractor will be required to provide an alternative meal service that is of equal quality and standard as defined in the specification.
- LBL does not expect to pay any additional monies to the Contractor for the provision of temporary feeding. However if additional costs are justifiable e.g. transportation then any agreed additional costs will be paid to the Contractor.
Core Menu Standards – Please refer to the LDR (3) for guidance on Food Standards

The Contractor will plan a minimum of two three-week menu cycles each year taking account of seasonal variations.

- The Contractor must demonstrate that the menu cycle meets the DfE food and nutrient-based standards as specified in Section 3 and complies with the food portion weights in primary school lunches in England as defined by the School Food Standards. A copy of food portion weights has been provided and can be downloaded from the LDR (3).

- Menus are to be analysed and must meet the DfE food and nutrient-based standards, this is to be evidenced and monitored on an ongoing basis and formally on an annual basis.

- Seasonal foods must be highlighted on the menu, and where feasible information displayed about the origins of the ingredients

- The menu shall be in place by the first day of term, and prepared and agreed by LBL 6 weeks before its proposed introduction.

- The menus must reflect not only the pupils’ cultural needs but as importantly such requirements as vegetarian and special diets. Where feasible every effort should be made to ensure that these requirements are fully met.

- Only like for like replacements to the core menu are expected and a list of alternative dishes, which meets Nutrient Based Standards are to be made available.

- The Contractor must display copies of the current menu at the service counters, in its office, ensure that the Headteacher has a copy for publication on the School’s website and provide sufficient hard copy menus for all parents when the menu changes. Other social media should be considered e.g. Twitter, Facebook and contract website.

- The provision of ‘Special Day’ menus are encouraged by LBL, for example, theme days or religious festivals per term. Special menu’s events should be arranged for Census days to ensure high take up of UIFSM.

The core menu requirement for Primary/Primary and Secondary Special Schools and Adults shall include daily:

- A choice of three main courses dishes, one of which is meat, and one to be a vegetarian choice.
- A choice of a carbohydrate.
- A choice of two vegetables, appropriate to the main course choices.
- A salad bar with a minimum of 5 individual salads, one of which being a composite salad
- Bread is to be freely available, without any added spreads, daily.
- A choice of three dessert items, which shall include a main dessert, yoghurt and fresh fruit.
- Fresh water
Note

As a minimum, 85% of children will get their first choice of the 3 main meals on the menu (1 of which must always be a vegetarian option) and 1 dessert item or fruit or yoghurt. The remaining 15% will have a minimum choice of two meals, including a vegetarian option, 1 dessert item or fruit or yoghurt.

The core menu shall include daily:

- A choice of two main courses dishes, one of which to be a vegetarian choice.
- A choice of a carbohydrate
- Two vegetable appropriate to the main course choices
- A salad bar with a minimum of 4 individual salads, one of which being a composite salad.
- A choice of a dessert or yoghurt or fruit.
- Bread is to be freely available daily.
- Fresh water

Ordering Hot School Main Meals

- Schools shall advise the Contractor of the number of meals to be produced by 10.30a.m. for the current day’s lunchtime service. It will be up to the Contractor to use their professional skill and judgement in translating the total number of meals ordered into a kitchen production programme for each choice on that day’s menu.

- The Contractor shall be advised, by the school, of school activities that will affect the number of meals to be served. This should normally be advised during the week prior to the activity.

Packed Lunches

- On occasions pupils may require packed lunches rather than the normal menu. This situation arises when children are away from school on school outings for example, and will require a packed lunch instead of the normal midday meal.

- The Contractor shall be required to provide packed lunches for pupils who are eating away from school as and when requested by the School, normally 48 hours notice of the requirements will be given to the Contractor. It is expected that the Contractor will provide a varied selection of packed lunches.

- A packed lunch for Primary Schools is defined as:
  - A round of wholemeal or granary sandwiches/soft rolls/pita bread (suitable for vegetarians and non-vegetarians.), filled with a protein source (e.g., chicken, cheese) and salads
  - 1 piece of cake or biscuit
  - 50-100g of fruit bites
  - 40-80g of crudités
- a dairy food such as semi-skimmed or skimmed milk, cheese or yoghurt
- 200ml pure fruit juice or 250ml bottled water.

- The packed lunch will not include crisps, confectionary or any similar sweet or savoury snack / convenience items.
- The provision of a packed lunch will be treated as a substitution of the mid-day meal and the Contractor will be paid the agreed fixed meal allowance in accordance with the Types of Fixed Price Meals as defined Section 5
- Packed lunches prepared by the caterer must still be in line with the DfE food and nutrient-based standards. If the Contractor is aware that packed lunches will be required on the menu throughout the term, the packed lunches must be included in the nutritional analysis.

**Hospitality**

On occasions the Contractor will be required to provide hospitality for various school functions and events which will be determined by the Headteacher of each participating school. Any catering provision for such events will be by prior arrangement between the Headteacher and the Contractor, this would be a separate charge that would be the responsibility of the school.

**Vending**

- Schools may make independent arrangements with vending companies to provide drink and snack services.
- The Contractor may not install vending machines on school premises without the permission of LBL.

**Dining Hall Service and Arrangements**

- Setting up and clearing away times will be agreed on site with LBL and the Headteacher
- Some schools may prefer to use tablecloths and it will be the Contractor's responsibility to place these on tables and make sure that they are clean between sittings.
- Stocking and staffing the meal service and where necessary assisting the children to collect their food.
- The Contractor will keep tables and chairs clean throughout the lunchtime period.
- The Contractor will lay the tables before the start of each service period with cutlery, water jugs and tumblers and tablecloths *(if required by the school)*
- The Contractor will clean and re-lay tables between sittings
- The Contractor will clean any spillages during the service period.
- The Contractor will return the school hall free of any debris at the time agreed with the school to allow for use of the hall for educational purposes.
- The Contractor to provide all appropriate tableware required for the consumption of meals, in sufficient quantities and that it will be clean and sterile.
• Disposable cutlery or crockery shall only be used in emergency situations where prior approval has been agreed with LBL.

Part C ~ Other Catering Services

a) The Green Man Training Centre


In partnership with Phoenix the Council have funded a training kitchen facility within the recently constructed Green Man community centre and offices. Through the current school catering contract the Council and Chartwells agreed to vary the existing contract to incorporate the training kitchen facility in order for Chartwells to manage the agreed service provision.

The successful Contractor will be offered ‘License to Use’ the current Lease (/fixtures) and for clarity this service should operate at no cost to the Council as it is considered to be a considerable benefit to the Contractor to train and develop staff and encourage social value initiatives.

The use of the Green Man Training Centre is critical to the success of the food service operation and, as such, the Council will be looking to the Bidders to propose a full business case supporting their operational methodology.

Function of the training kitchen

• To deliver catering staff training programme including to new starters, CPD, unit manager training, new recipe/menu development, ongoing mandatory or legislative training or any other training as agreed by the Authorised Officer.

• Supporting Lewisham with educational support, cooking and nutritional workshops including family/parent advice/support.

• Delivering innovative cookery training/workshops to the community e.g. young carers, young mothers etc

• Facilitating and supporting Council corporate and local community projects and initiatives

Service Specification

Core

• The Contractor must ensure that all training is delivered by personnel who have obtained the relevant training qualifications and delivered within appropriate ratios.

• The Contractor will deliver a range of training to residents of all ages providing opportunities to experience a wide range of food related opportunities from basic cookery to pop up kitchens, workshops, obtaining qualifications and life skills.

• The Contractor will be the facilitators of the training kitchen, delivering a wide range of training and cooking courses and supporting the local community in new and innovative ideas and food experiences.

• The Contractor’s main role will be to offer cookery classes and courses to primary and secondary school children.
• The Contractor will use the Training kitchen facilities to ensure that N.V.Q programmes are provided to all kitchen staff currently employed, by the contractor working out in the Lewisham estate and that the NCFE Intermediate Certificate in Nutrition and Health is available to mid-day supervisors and teaching assistants at Lewisham schools.

Customer Satisfaction
• The Contractor shall provide the opportunity for users to represent feedback through a method to be agreed by the Authorised Officer.

• The Contractor will conduct quarterly satisfaction surveys in a form to be agreed with the Council with the analysis to be used to enhance and develop the Service.

Food Hygiene
• The Contractor must have adequate safety controls in place. Maintained and reviewed to the satisfaction of the Authorised Officer.

• The Contractor shall put in place and adhere to a Hazard Analysis & Critical Control Points (HACCP) system, which identifies the steps in activities that are critical to food safety.

Utilities and Costs
• The Contractor will be responsible for all costs relating to the utility provision required to operate the Training Kitchen.

• The Contractor must not enter into any supplier agreements that expire post expiry of the Contract.

• The Contractor will be responsible for the service charge and insurance premium and any other costs payable under the Lease

Fees & Charges
• Hire of training kitchen inclusive of supervision for Lewisham Council, Lewisham Schools and Lewisham Community Groups is currently £25 per hour. The Contractor will ensure this will be appropriately priced each year to encourage use.

• All other hire charges must be agreed by the Authorised Officer.

• The Council requires 100 free ‘development hours’ for use at its discretion.

• The Green Man Training Centre will run at no cost to the Council.

Timetable
• Permitted Term-Time Hours means during the usual school term times in the Borough of Lewisham, London between 7am and 10pm, Monday to Friday (Excluding any public or bank holidays)

• Permitted Holiday-Time Hours means outside of the usual school term in the Borough of Lewisham, London between 7am and 10pm, Monday to Friday (Excluding any public or bank holidays)

• Permitted Weekend Hours means between 8am and 6pm Saturday and Sunday
Programme means:

- During the Permitted Term-Time Hours a core programme focusing on food technology, cookery, training of school managers/cooks and the education of students/pupils and the community; or

- During the Permitted Holiday-Time Hours and Permitted Weekend Hours the programme for the provision of workshops, classes and events to meet the needs of the locality with regards to food and food technology. This will include targeting specific groups older/younger people, low income families, carers, people coping with obesity/heart/diabetes issues etc and those seeking life skills to gain employment or educational attainment

- The Contractor has provided the Outline Programme which is attached to this Specification. The Outline Programme will then be developed and updated into a Programme subject to the Council’s approval on a termly basis. Each update to the Programme is to be submitted to the Council for approval at least [six] weeks in advance of its implementation. No modification to the Programme once approved is to be made without the Council’s approval. The Contractor shall comply with the Outline Programme and each Programme that is subsequently approved.

Booking the Training Kitchen

- The opportunity to use the facility when not in use by the schools, as specified in the timetable will be through a booking system which will be administered by the Contractor.

- The booking process and associated forms should be proposed by the Contractor and agreed by the Council before any bookings/hire arrangements are agreed.

- The following procedures will apply:
  - Obligation to adhere to 3rd Party Terms and Conditions
  - Compulsory facility induction for first time users
  - Cost of 3rd Party hire to include a Contractor manager on site
  - Any other procedures notified to the Contractor

Operational Protocol

- The Contractor shall comply with the Operational Protocol agreed between the Council and Phoenix and shall permit Phoenix to exercise its rights to use the facility in accordance with the Lease and the Operational Protocol.
b) Wearside Depot

Wearside depot is a facility for Council Staff working within the Borough. Some background information on the service is as follows:

- The peak service time is from 05h30-10h30, during this time approximately 60 – 70 customers are served. The most popular offer consists of 5 items (egg, bacon, sausage, beans, tea/coffee) for £2.00.
- Monday and Tuesday lunch serve circa 5-10 meals per day.
- Wednesday – Roast dinner
- Thursday – Jerk Chicken
- Friday – Fish and Chips
- All the above meals are £3.00 with vegetables £3.50.
- In addition to the canteen a trolley service takes about £40 per day and is in use for the office staff from the EHO, Waste, Care homes.
- A further trolley service is provided for the LBL Catford complex.
- The trolley consists of:
  - Crisps
  - Chocolate
  - Cold drinks
  - Sausage rolls/Pasties
  - Toasted sandwiches – this item being the most popular.
- Due to the nature of what is actually purchased and the demand would be more viable to operate a Food wagon which will support a local business and would offer the same variety of foods (probably not as economically) and at the same time support a small business venture. In addition a formal rest area could be created providing something like a Costa coffee pod could be put in place which offers the tea/coffee option alongside pastries, sausage rolls and sandwiches.
SECTION 4

Information contained in this section:

• Part A ~ Development of the Service
• Part B ~ Performance Monitoring Process

Part A ~ Development of the Service

• Each year the Contractor is required to develop a Service Development Plan, which will be the outcome of consultation with LBL, schools, pupils, parents and other partner groups and from the basis of the previous year’s trading activities. These should include any areas from the quality assurance audits that have identified areas for improvement. Each year in April LBL and the Contractor will be expected to set out proposals for the forthcoming contract year including:
  o aims and objectives
  o menu and service development programme
  o performance indicators and targets
  o quality plans and service initiatives
  o training plan
  o marketing
  o service strategies for increasing take up of meals
  o Value for money initiatives to reduce the ongoing contract cost if possible.

• LBL and the Contractor will continually review and examining ways of improving the service. This will not only include menu patterns and the provision of healthy foods, but also the development of the catering environment in order to encourage children to make full use of the catering services.

• LBL wishes to establish a very close relationship with the Contractor and continuously work on a transparent basis to explore ways of delivering improvements in service and cost, and ensure that the Contract delivers excellence, innovation and value for money. This may require:
  o Information-sharing on an open-book basis; accounts provided monthly and an external audit annually
  o Consideration of possible incentives and benefits-sharing;
  o Involvement of senior management of both organisations in pursuing improvement initiatives;
  o A willingness to be creative and imaginative in generating improvement ideas;
  o A mutual commitment to removing obstacles to getting the best out of the relationship
  o An ongoing obligation on both parties to deliver improvements; and,
A willingness to go beyond Contract compliance.

- On at least a termly basis LBL and the Contractor will meet to discuss the Service Development Plan and ideas for improvements to the Contract. Where both parties agree to proposals which can be adopted within the Contract, appropriate steps will be taken for implementation. If such improvements require a variation to the Contract, consideration shall be given to the costs and benefits, and the contract variation procedure shall be pursued as appropriate.

- Each year the Contractor will undertake a survey at each school to ascertain the customers, parents and schools satisfaction of the service they are providing. Prior to surveys being undertaken, the questionnaires will be approved by LBL who may wish to add to or amend the questionnaire. The results, analysis and individual questionnaire returns will be made available to each participating school on request.

- The Contractor shall market the school meals service throughout the life of the contract in conjunction with LBL. Marketing must reflect the different age ranges across primary schools, and different marketing strategies should be aimed at the different sections of the school community, including pupils, staff and parents.

- The current method of collating meal numbers is driven by a manual count and use of email and Excel spreadsheets. **LBL require the Contractor to introduce a more efficient system to simplify the administration of the business and reduce the current high levels of input required from the Council Monitoring team to chase Schools for meal numbers.**

- As part of the operational scoring element of this tender, this system to be introduced will attract a considerable weighted score.

- The Contractor will devise, implement and maintain the following management systems at each school, in order to accurately assess customer satisfaction levels and the uptake of individual meals:
  - A system to monitor plate wastage
  - Food production sheets, showing the quantity of meals produced, served and remaining

  This information will be made available to LBL to enable valid changes to be made to the school meals menus.

- The Contractor will formulate and introduce within 6 months of the commencement date, a customer care code and service charter. The Contractor will ensure that all staff are trained and are conversant with the code and charter.
Training and quality

- LBL is committed to making employment and training accessible to all its residents. In pursuance of the commitment, it requires the contractor to work the LBL Local Labour and Business Scheme to;
  - Provide apprentice opportunities
  - Advertise jobs locally and through the LBL
  - Responding to recruitment needs by working with LBL and other partners to develop training programmes for unemployed local residents
  - Offer work experience/placement opportunities
  - Take part in event and activities to benefit the local community

- LBL is committed to making business contract opportunities accessible to small and medium sized enterprises based in the boroughs administrative area. In pursuance of the commitment, it requires the contractor to work the LBL Local Labour and Business Scheme to engage with and encourage local businesses to take part in Contractor procurement processes.

- The Contractor will be required to set annual targets against categories listed in on the Employment, Skills and Business Targets Schedule as part of the tender submission. Refer to the Apprenticeships and Social Value Guidance for definitions of categories.

- Achievement against targets will be monitored using the LBL Employment, Skills and Business Monitoring Suite. Refer to the Monitoring Suite User Guide.

- An annual training programme plan should be prepared and commence in September each year. Training costs will not be considered as a payment by LBL. All training will be deemed as an essential and necessary part of the Contractor’s service.

- The Contractor will be expected to employ experienced staff and where appropriate, with the necessary qualifications. The Contractor must be satisfied that all staff employed are physically and medically fit for the purpose of working with food.

- LBL may wish to look at all interview short lists prior to any key appointments being made by the Contractor.

- The Contractor must ensure that all staff employed within this contract have completed the appropriate DBS checks prior to their engagement in the service. Identification badges for staff with photo, name and job role and DBS number are required for all staff.

- LBL is keen to encourage the use of apprenticeships within the workplace and the Contractor is expected to show how these individuals can benefit from experience in this contract.

- Run a minimum of one course in food hygiene offering at least 4 free spaces to the community.

- Run a minimum of one course in catering offering at least 4 free spaces to the community.
Part B ~ Performance Monitoring

- The Performance Monitoring System (PMS) is designed to enable LBL (or their nominated representative) and the Contractor to monitor the Contractor's performance against a set of required standards as described in this Specification and elsewhere in the Contract Documents.

- The PMS will be applicable to the Lewisham Training Kitchen and all schools, it is envisaged that during the course of the Contract the PMS could be further refined by mutual agreement between LBL and the Contractor.

- The PMS is designed to identify deviations from the set standards, and to allow, where appropriate, the Contractor sufficient time to take suitable corrective action ~ thus enabling the regaining of the standards required to the mutual satisfaction of both parties.

- The PMS is a device to enable a sensible and regular performance monitoring to take place. The systematic recording of monitoring should enable the Contractor to consider performance standards in an objective manner.

- The PMS will enable LBL to make an assessment of the overall standard of the Contractor's performance. Where the Contractor is performing substantially below the target performance level LBL will be entitled to make deductions from the Contract Price in respect of the Contractor's poor and/or partial performance. Further, the Authorised Officer may issue Rectification Notices and or Default Points where defects in performance are identified during the monitoring process.

- There will be a 'Bedding In Period' of three months whereby LBL shall not make deduction from the Contract Prices unless a Very High priority/urgency rating event occurs (such as a serious health and safety breach or running out of food) as defined in the PMS. The PMS will be applied during the first three months, but the findings will be used only as a means of guiding the Contractor and LBL in achieving the desired standards.
Methods of monitoring

There will be two principle methods employed for the purpose of monitoring the performance of the Contractor;

- Joint monitoring on a regular basis;
- Self monitoring by the Contractor;
- Investigation on complaint from Service users.

Joint Monitoring

- The LBL Monitoring Team and the Contractor’s Area Manager, or nominated deputy shall jointly monitor the Service provided on a regular basis each month.

- Each contract location shall receive at minimum two hygiene and service inspection visits per Contract Year. A copy of the current criteria investigated within these visits can be seen in the LDR (□) although the Council is extremely keen to implement a more efficient and intuitive system.

Self Monitoring

- The Contractor’s Area Manager or their duly appointed deputy who shall be the Supervisor at each Location, will undertake a full inspection at a minimum of one Location every month (although it is expected this number will be exceeded). This shall be an electronic process such as by Ipad or PDA and should be capable of being reviewed immediately by Contractor or LBL.

- A copy of the Checklist shall be provided to LBL no more than 24 hours after the inspection.

Service User Complaints

- Where a complaint is received about the standard of the catering service, or about the way such service has been performed, or procedures used, or about any other matter connected with the performance of the Contract, then LBL shall take reasonable steps to ascertain whether the complaint is valid.

- If is so satisfied he may uphold the complaint and/or issue a Rectification Notice and/or Performance Point deductions in accordance with the provisions of the Contract Documents.
SECTION 5

Information contained in this section:

- Part A ~ Basis of Contract
- Part B ~ Payment and Accounting
- Part C ~ Variations to the Service Requirement

**Part A ~ Basis of the Contract**

- The Contract will commence on **1st May 2015** and will continue for an anticipated term of **five [5] years**. The contract may be extended at the discretion of LBL for up to two [2] additional years/subject to mutual agreement by LBL and the Contractor.

- In broad terms the contract is for the provision of a lunchtime meal service over the core 190 term time trading days, although some school’s may have a requirement for breakfast/tea and other services such as hospitality. These additional catering requirements will be discussed and agreed with LBL and the relevant Headteacher and a separate charge will be made by the Contractor that would be the responsibility of the school.

- The cost and provision of lunch and any other catering requirements outside of the core 190 term time trading days will be discussed and agreed between the successful contractor, LBL and relevant Headteacher.

- The Contractor is required under the terms of the proposed contract to make purchases of goods and services. All such purchases shall be made at the most competitive prices available to the Contractor and shall be net of any discount agreements between the Contractor and supplier. Any further discounts negotiated (including prompt payment, over-riding discount agreements, etc.) shall be returned in full and reflected within the food cost.

- The Contractor currently does not take or administer cash at Primary Schools, although the introduction of ParentPay or similar may change that requirement.

- In relation to the Primary and Special School Meals and In accordance with the Terms and Conditions of this Tender Specification, the Contract will be traded as ‘Fixed Price’ based upon a fully inclusive fixed price per meal for the provision of school meals to pupil and adults at each participating school and will be charged in accordance with defined types of fixed price per meal and the criteria detailed in Section 5 Part B.

- The agreed fixed price per meal shall include all costs necessary by the Contractor to fully meet the Terms and Conditions of this Tender Specification which shall remain static for the duration of the contract and will only be adjusted where necessary up or down on each anniversary of the contract and in accordance with the Terms and Conditions of this Tender Specification and approval by LBL.

- In relation to the Secondary School Meals and In accordance with the Terms and Conditions of this Tender Specification, the Contract will be traded as commercial fixed price arrangement with individual Schools, whereby a sharing of profit would be made to each School via a
commission per meal calculation or a guaranteed subsidy in place with a sharing or better than budget savings.

- The fixed meal pricing is for the provision of lunch only. **ALL** other meal provisions will be specified and agreed with LBL and charged and paid separately.

- Each type of fixed price per meal shall proportionately include but not limited to the following costs:
  - Food costs: based standards defined in this specification
    
    Note: within the financial return a shopping basket has been requested which will be used as an ongoing benchmark for food costs during the life of the contract.
    
    This shopping basket shall be undertaken on a six monthly basis with the Contractor using all endeavours to maintain or reduce the cost of ingredients over the contract term, wherever possible.
  - Labour
    
    Management fee (should include all costs of supporting the contract i.e. training)
  - Operational overheads:
    
    o uniforms and PPE as required
    o recruitment and DBS checks
    o printing/stationery/marketing
    o transportation costs
    o disposables
    o cleaning materials
    o annual deep cleaning of the kitchen demise, ventilation systems, canopies and filters. (The Contractor will be required to provide a certificate of completion)
    o light equipment ~ supply and replenishment i.e. cutlery, plates, trays and all small kitchen wares
    o telephone calls, broadband and any equipment installed by the Contractor
    o any other costs defined by the Contractor associated with the school meals catering operation.

**Note**

The rationale for all costs should be submitted and uploaded appropriately to support the Pricing Document.
Light Equipment

- An inventory of light equipment has been provided in the LDR for the provision of school meals at each participating school. Bidders should satisfy themselves that sufficient quantities will be available from the start of the contract. Please note the Contractor will be required to supply any light equipment that is deemed at necessary at any participating school for the start of the contract.

- The Contractor shall keep inventories of all light equipment associated with the provision of school meals. The Contractor will be responsible for the ongoing supply and replenishment of light equipment under the terms of this contract specification. The inventories shall be updated on a yearly basis and presented for review by LBL. Please note it is expected that Title and ownership all light equipment will transfer to each participating school upon contract termination.

- All light and removable equipment required to provide hospitality services will be supplied, replenished and owned by the Contractor.

Management Fee

- It is expected that the Contractor's management fee will be its only source of income and should reflect suitable payment for the provision of all services as detailed in this tender specification. The Contractors management fee should include all costs of supporting the business i.e. training, administration, insurances, etc.

Disposables and cleaning materials

- Disposable cutlery or crockery shall only be used in emergency situations where prior approval has been agreed with LBL or participating School.

- Disposables and cleaning material should be based on expected usage.

Labour ~ TUPE and Staffing Structure

- TUPE applies to this contract and details of the existing staffing pay conditions and job descriptions have been provided for download via LDR.

- LBL is keen to minimise the need to change the working hours of existing staff but requests that you identify where any changes to hours or new positions will be required to satisfy the needs and service requirements of each participating school.

- The Contractor need to have their own First Aider and Fire Officer for their staff in each of the school kitchens.

- As a variant bid, the Council is offering the opportunity to present an alternative labour structure for consideration.
Rates of pay (London Living Wage)

- The hourly rate of pay is reviewed annually and when appropriate any revised rate will commence in at the start of each academic year.

- LBL will be required to implement London Living Wage for all staff and bidders are requested to prepare a rationale for the increases and propose a suitable migrating programme for consideration. The financial spreadsheets have been prepared for Bidders to price on current rates and those compliant with London Living Wage to illustrate the variance in operating costs.

New Workplace Pensions

- In line with the new workplace pensions reforms, if during the contract term certain staff members opt to join the Contractors workplace pension then before administration the contractor must present full details to the required employer’s contributions which will be incorporated into the fixed price agreement as a contract variation.

- Please note unless detailed in TUPE then no allowances should be made for employers pensions contributions in the financial submission.

Local Government Pension Scheme

- From the TUPE information provided there is a number of catering personnel enrolled in the Local Government Pension Scheme. For clarity, the current Employer contribution rate is between 25% and 28% to be confirmed during the mobilisation period and should be accounted for in the labour structure.

LBL will be responsible for providing and paying for the following costs:

1. Provision and maintenance of all heavy equipment.

2. Fire equipment provision and maintenance

The Contractor will be responsible for providing and paying for the following costs:

1. Pest Control

2. Utilities*

3. Waste collection

4. Telephone & data

5. Any office (for catering team) lease.

*Utilities costs are currently allocated on a cost per meal basis and the total annual cost for the current service is shown in the ‘Overhead Cost’ summary in the LDR (). This may change for more accurate meter readings.

As a variant element of the bid, the Council would encourage Contractors to consider the investment in utilities metres at each School to ensure the budget allocation is accurate. Any betterment in utilities costs, assuming service standards are retained, may offset the investment.
Marketing

- The Contractor is expected to maximise the use of all catering facilities through the adoption and employment of effective marketing policies and techniques. It will be the responsibility of the Contractor to develop specific marketing proposals to encourage a healthy approach to eating and uptake of lunch services, which should be fully discussed and agreed with LBL prior to their implementation.

- The use of the Contractor’s logo or supplier’s identification on printing, stationery, etc. will be restricted and subject to LBL’s prior approval.

- It is expected that special days and/or promotions must take place on a monthly basis.

- The successful contractor is expected to be proactive (as detailed above regarding marketing) and should ensure that:
  
  a. Details of special offers and promotions should be distributed publicised at least 7 days prior to the promotional event
  
  b. Special attention should be paid to all labels and signage used within the catering department to ensure that these are in keeping with the desired image.
  
  c. To supply LBL on a regular basis with updates (every half term) and website concerning all developments within catering. This will in particular assist parents’ understanding the food services available for their children.
  
  d. Adequate information is provided for all new students during the first days of the academic year.
  
  e. The Contractor and LBL will agree the timing, form, scope and content of customer satisfaction surveys which shall take at least annually.

Statutory Legislation

All existing European Community and United Kingdom legislation is to be complied with at all times. This includes:

- the Health and Safety at Work Act 1974
- the Food Act 1984
- the Food Safety Act 1990
- the Food Hygiene (General) Regulations 1970
- the Food Hygiene (Amendment) Regulations 1990
- the Food labelling Regulations 1984

Please visit http://www.foodstandards.gov.uk/ to obtain the latest information on current legalisation.
The Contractor shall ensure a robust HACCP (Hazard Analysis Critical Control Point) Food Safety Management system directly relevant to the operations in place and processes adhered to by its staff at all times.

The Contractor will in its performance of the Contract comply with all requirements for protecting the health and safety of its employees, or of any other persons in or near the site of the works, and of any members of the public, as are contained in the Health and Safety at Work Acts, Regulations, Guidance Notes, orders or rules of law to the extent that they touch or concern health or safety at work (save insofar as they touch or concern matters deemed by Part II of the Local Government Act 1988 to be non-commercial matters).

**Premises Inspection**

- The Contractor shall co-operate in full with any regulatory inspection of catering premises, for example Environmental Health Officer inspections and retain relevant documentary evidence of statutory and best practice compliance on site. Reports from such regulatory bodies sent to the Contractor must be copied to LBL and an action plan to remedy any shortcomings or non-compliances will be agreed between parties.

- LBL reserves the right, for its own representatives or any third party authorised by LBL, to inspect the premises with or without notice to satisfy itself that the Contractor is operating safely.

- The Contractor shall rectify any non-compliance for which it is responsible at its own cost within mutually agreed timeframes.

**Cleaning**

- The Contractor's responsibility is for routine cleaning of all kitchens, stores and serveries during and after all services and wiping down tables only in dining spaces and service areas during and after services.

- The Contractor will:-
  
  o Maintain all kitchen equipment in a clean condition free from stains, grease, scuffs and marks, surface dust, grease and build-up of stale food-stuffs in, under or around all equipment.

  o Undertake an annual deep clean of the Premises.

  o Keep stove surfaces free from carbonisation, burnish and grease after service times. Clean edges of deep fryer pans and keep free from fat deposits.

  o Clean or change ventilation extract filters as required at its own cost

  o Maintain refrigerators and freezers in clean condition and defrost regularly.

  o Ensure absolute cleanliness of kitchen, wash-up, serveries, office and staff facilities (occupied by the Contractor), floors and walls up to 2 metres at all times.

  o Maintain all storage racks in a clean condition.

  o Ensure that refuse areas are maintained in a tidy and clean manner and ensure that disposable refuse sacks are sealed prior to being placed in the waste storage bins.
- Ensure that all returnable containers are stacked and maintained in a tidy and clean condition ready for collection.
- Clean spillages or dropped litter in any catering associated area without delay.
- Clean all wall and floor finishes in the food production areas on a daily basis.
- Maintain all light equipment in a clean and hygienic condition.
- Ensure that staff changing rooms are kept clean and free from rubbish and other debris.
- Comply with any actions required by a third party pest control contractor to maintain a pest and vermin-free environment.
- Limit cooking oil being stored in kitchen.

Waste Management

- The Contractor shall be responsible for the safe and hygienic separate disposal of wet and dry waste.
- The Contractor shall work with LBL in adopting new methods and technologies for the reduction, re-use and recycling of waste produced by catering.
- Where the School operates existing recycling processes, the Contractor shall adhere to these processes by sorting the different waste streams into bins provided by the School for recycling purposes.
- The Contractor shall ensure that all waste oil is collected in accordance with waste regulations and transfer notes retained for inspection by LBL or regulatory bodies.
- The Contractor shall comply with all current and incoming legislation with respect to the management of food waste and advise LBL of any compliance issues requiring capital investment.

Use of Utilities

- The Contractor shall endeavour to minimise use of utilities, including gas, electricity and water supplies, through operation of company environmental policies. The Contractor is expected to minimise utilities costs wherever possible in line with their environmental policy, introducing standards of ongoing reduction and best practice.
- Targets will be set the Contractor to reduce energy and resource use and will mutually agree and amend these targets from time to time. If beneficial, the contractor may install metered utilities in all kitchens.

Heavy Equipment Asset Condition Register & Maintenance

- The Contractor must notify LBL of all equipment failures and requests for maintenance within 24 hours of any failure or maintenance need. LBL will arrange for appropriate repairs to be made.
- The Contractor shall request within the annual budget proposal any capital requirements for anticipated heavy equipment replacement, together with supporting justification for this application.
• Where the Contractor is found to negligent in its use of equipment which leads to break down or damage, the Contractor shall bear the cost of repair to or replacement of the equipment.

• All Contractor owned equipment brought onto School premises for use in association with the provision of the services shall be fit for purpose and maintained in safe working order by the Contractor. If portable electrical equipment is used that doesn’t feature on the Facility Inventory then the Contract must ensure it has passed a PAT.

• All heavy equipment remains the property of LBL during and at the end of the Contract.

• All heavy equipment must be operated and cleaned in accordance with the O&Ms and staff trained in the same.

Fire Detection and Protection Apparatus

• The Contractor shall not without the prior written consent of the School interfere with or remove any fire detection or fire fighting apparatus (save in the event of its being required for a fire emergency) or make any change in the premises which is likely to increase any existing degree of fire risk, produce a new fire risk or interfere with the means of escape from any School building.

Protection of Stock

• The Contractor is responsible for the security of all stock under its ownership or controlled protection on or off School property and shall be solely liable for the cost of replacing lost, stolen or damaged stock of whatever type. Accordingly appropriate insurance should be in place.

Complaints

• The Contractor is responsible for dealing with each customer complaint as follows:
  o Initial contact to customer and notify Council on complaint specifics with all supporting information within 2 days of receiving the complaint recognising the issue and offering to investigate further.
  o Allowance of 10 days to investigate and full resolution of issue.
  o Retain a list of complaints and resolutions offered by Contractor to include within the monthly report.

• Persistent complaints on similar matters will be subject to financial penalty under the Performance Monitoring System.
Part B ~ Accounting Method and invoicing

- The Contractor will administer VAT in accordance with its obligations under such contractual terms and conditions. Please note wherever possible that the school wishes the Contractor to minimise the VAT charges incurred.

Preparing Invoices

- All meals ordered shall be recorded by the Contractor and reported to the School. A weekly record of meals ordered by each meal type shall be verified by the Contractor and each School with both parties agreeing through signature which shall be submitted with the invoice to support the request for payment. **LBL is keen for the Contractor to introduce a paperless, intuitive and efficient method of recording meal numbers in the future.**

- Schools shall be responsible for the administration of dinner moneys.

Processing Invoices

The Contractor shall submit an invoice to LBL within ten days from the end of each trading period (month) for the number and type of meals ordered at each School.

The Contractor will invoice LBL in accordance with the type of Fixed Price per Meal. The Contractor shall also provide each school with a copy of the meal numbers during the trading period for which an invoice is being raised. A supporting statement for each school would be attached to the invoice.

The number of meals to be charged by the Contractor shall be in accordance with the form submitted and verified by the school at each location, aggregating the number of meals provided on a paid and free basis by the Contractor.

Each invoice shall include the following information:

1. Total number of meals by type
2. The sums due to be deducted or added in accordance with variations agreed by the school.
3. A certified dinner order form
4. A supplementary invoice or credit note is to be raised in accordance with variations agreed by the School.
5. Any deductions due from the Performance Monitoring System.

Payment

The Council will pay the Contractor a fixed sum payment on a weekly basis as an equal proportion of the estimated annual cost of catering. Through the information contained in the Contractor monthly reports, this figure will be reconciled quarterly and at the end of the Contract Year whereby the Council will pay a balancing figure or request a surplus return from the Contractor.
Part C ~ Variation to the Service Requirement

The Service specified in this Tender Specification and all other referenced Documents is the service on which the Tenderer is to submit their price for undertaking the work.

LBL cannot give any guarantee that the Service, in particular the number of meals to be provided under the Contract, will remain constant for the duration of the Contract rather it is very likely to increases. The Tenderer should take into account that during the course of the Contract a number of factors may influence the nature and scope of the Service. The types of changes or variation that might occur are shown below. Tenderers should be aware that the list is not necessarily exhaustive:

- The LBL business is made up of a collective of Lewisham Schools and reserves the right remove or include any such school in the Specification of this Contract and The Contract would be varied in accordance with the provisions in the Contract Documents in this circumstance.

- It is possible that during the course of the Contract schools forming part of this contract might close, or alternatively new schools or other educational institutions might open and may wish to have their school meals service provided by LBL under this Contract. The Contract would be varied in accordance with the provisions in the Contract Documents in these circumstances.

- Analysis shows that during the course of the Contract, school rolls in the Borough are likely to increase. This might affect the uptake in both paid and free school meals. The Contractor will be required to meet any such increase in demand for the Service at an agreed contract price.

- The demand for school meals during the course of the contract may vary for reasons other than changes in the school roll. For example changes in pupil tastes and their perception of school meals and changes in economic factors and the state benefit system, may lead to fluctuations in demand for both free and paid school meals. The Contractor will be required to meet any such variations in demand for the Service at the agreed contract price.

- If during the duration of the contract the Dfe specifications for the food provision at school level changes, the Contractor is expected to meet the new standards.