

**SCHOOL MEALS SERVICE :**

**EASTHAMPSTEAD PARK  
COMMUNITY SCHOOL**

Easthampstead Park  
Community School



## CONTENTS

SECTION	DESCRIPTION	PAGE
1.0	Tendering Requirements & Instructions to Tenderers	3
2.0	Background	4
3.0	Tender response	4
4.0	Submission of Tenders	5
5.0	Evaluation of Tenders	5
6.0	Canvassing	8
7.0	Contract Documents	8
8.0	TUPE	8
9.0	Canvassing	8
10.0	Whistleblowing Policy	8
<b>Appendices</b>		
Appendix A	Specification	9
Appendix B	Conditions of Contract	9
Appendix C	Guidance on Freedom of Information Act 2000	10
Appendix D	TUPE Information	12
Appendix E	Tender Evaluation Model	12
<b>Schedules (for completion and return)</b>		
	Form of Tender	13
	Method Statement	14
	Pricing Schedule	21
	Schedule of Reserved Information	22

## 1.0 TENDERING REQUIREMENTS AND INSTRUCTIONS TO TENDERERS

### 1 INTRODUCTION

- 1.1 Please read the following instructions carefully and prepare your tender accordingly.
- 1.2 The School will not be responsible for any costs or expenses you incur in preparing, delivering or in the evaluation of the tender, or for any costs or expenses incurred with the formation of a contract should you be successful.
- 1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 1.4 Prior to the date for return of tenders, the School may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the School to every tenderer and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 1.5 Any request for clarification of the Invitation to Tender documents must be made in writing addressed initially to:
- 1.6 As soon as practical after receipt of any request for clarification, the School will respond in writing. The School will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than 6 working days prior to the tender submission date (see para 3 below). Any clarifications issued by the School will be treated as in para 1.4 above.
- 1.7 Only clarifications made in writing by the School will form part of the Invitation to Tender documents.
- 1.8 All information contained in the Invitation to Tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.
- 1.9
- 1.10 **Please note:** The School reserves the right to reject any organisation from the tender exercise where the tender response contains significant non-compliances with the Conditions of Contract attached at Appendix B.
- 1.11 If you are planning on returning a response with any non-compliances, it is a condition of your return that a proposed alternative must be proposed, or at least an explanation on why the response is non-compliant. If this is not included within your return, the School will have no alternative but to deem the bid non-compliant and therefore reject it from the evaluation process.

## 2 BACKGROUND

2.1 The Contract will be for the provision of a catering service to Easthampstead Park Community School.

2.2 The main features of the new contract are:-

- Fixed meal cost, nil subsidy aim
- Profit share
- Meals which meet the Government's new school food standards being introduced from January 2015
- Meals must be made using fresh ingredients and prepared on the day
- Low sugar and low fat levels alternatives used
- Free of artificial colours and additives where possible
- Vegetarian options to be imaginative and offer variety
- Fresh and seasonal produce to be used in menus
- Local sourcing of foods if possible

2.3 The following represents the indicative timescale for the key stages of the tender process.

2.4 The Contract will be let for an initial 3 year period with the option of 2 further 1 year extensions.

2.5 Applicants should be aware that all staff working in Schools will require enhanced DBS disclosure level checks and the staff will be required to give their written permission for such checks to be performed.

2.6 **Site Visits:** You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender. You will be expected to arrange site visits to the School to fully familiarise yourselves with the buildings and facilities available. Site contact details: Caron Harrison Finance and Personnel Manager

## 3.0 TENDER RESPONSE

3.1 Your Tender must be divided into clear, easily identifiable sections and contain **4 hard copies & 1 electronic copy** of the following:

- **Form of Tender** - you must use the template appended to this ITT
- **Pricing Schedule** - you must use the template appended to this ITT
- **Draft annual budget** - you must use the template appended to this ITT
- **FOIA Schedule of Reserved Information** (see guidance at Appendix C)
- **Method Statement** - you must use the template appended to this ITT

3.2 External Reference Material

Where any external reference material, such as brochures, specifications and system descriptions, is used to support your Tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the Contract in the event that the Tender is accepted.

3.3 Cross References

Where a particular section of the Tender relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

### 3.4 Validity

Tenders shall remain open for acceptance for a minimum of **120** calendar days, although the School may ask you to extend of the period of validity.

## 4.0 SUBMISSION OF TENDERS

4.1 Your tender must be returned **in 4 hard copies and 1 electronic copy** by no later than **12 noon on Monday 27<sup>th</sup> October 2014** addressed to:

4.2 The envelope must **not** indicate the name of the sender; envelopes that do may be rejected unopened. Similarly, tenders received after the tender submission deadline may be rejected.

## 5.0 EVALUATION OF TENDERS

5.1 Tenders will be evaluated on both price and quality with the following weighting:

The Contract will be awarded on the basis of the most economically advantageous offer. The following criteria will be used for evaluating tenders in order to determine which will provide the best value for the School.

### **PRICE**                      **60%**

The price score is out of 100 marks and will be awarded by taking the lowest price divided by the next lowest price and multiplied by 100.

As a result, the lowest price submitted (subject to the provisions of regulation 30 (6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.

### **QUALITY**                      **40%**

Quality scores will be attributed based on your responses in the Method Statement section appended hereto and weighted as follows:

No.	Description	Weighting
<b>SECTION A</b>	<b>RESOURCING AND MANAGING THE WORK</b>	<b>Overall section weighting 20</b>
A1	Management Structure / Operational Management team	70
A2	DBS Checks	30
		<b>Overall section</b>

<b>SECTION B</b>	<b>IMPLEMENTATION PLAN</b>	<b>weighting 10</b>
B1	Method Statement and Project Plan	100
<b>SECTION C</b>	<b>PERFORMANCE MONITORING</b>	<b>Overall section weighting 15</b>
C1	Consistency of Standards	60
C3	Stakeholder feedback	40
<b>SECTION D</b>	<b>SERVICE PROVISION</b>	<b>Overall section weighting 25</b>
D1	Menus	30
D2	Cafeteria prices	15
D3	Additional Catering Services	5
D4	Portion control management	25
D5	Promotion of Healthy Eating	15
D6	Menu choices	10
<b>SECTION E</b>	<b>E-TRADING CAPABILITY</b>	<b>Overall section weighting 12</b>
E1	E-Trading Capability	65
E2	Reducing Administrative burden	35
<b>SECTION F</b>	<b>ENVIRONMENTAL MANAGEMENT</b>	<b>Overall section weighting 6</b>
F1	Environmental Management policies	100
<b>SECTION G</b>	<b>EFFICIENCY SAVINGS</b>	<b>Overall section weighting 6</b>
G1	Additional measures for achieving efficiencies	100
<b>SECTION H</b>	<b>MARKETING</b>	<b>Overall section weighting 6</b>
H1	Attracting increased meal uptake etc	100

The following Score guide will be used to evaluate each response:-

<b>Scoring - Quality Criteria</b>	
<b>Rating of Response</b>	<b>Score</b>

Very Good or Fully Compliant Submission - which meets all requirements and is fully explained in comprehensive detail.	9 - 10
Good or Fully Compliant Submission - which meets all the requirements and is explained in reasonable detail.	7 - 8
Satisfactory or Compliant Submission - which meets the essential requirements and is explained in adequate detail.	5 - 6
Weak or Partially Compliant (Minor issues) Submission - which in some areas falls short of requirements and is poorly explained.	3 - 4
Un acceptable or Non Compliant (Major issues) Submission which fails to meet requirements and is not explained.	1 - 2

5.2 Tender Evaluation will be two stage:

Stage 1 - Initial Evaluation using returned tender documents.

Stage 2 - Interviews may be required, and if so, will be used as a method of revisiting existing marks for all relevant sections.

**Please note:** Interview dates will be advised separately as soon as possible after issue of this ITT, but are expected to be in early November 2014.

This evaluation will comprise of the following qualitative elements:-

- 5.3 Tender Evaluation shall be carried out using the School's tender evaluation model to record qualitative scores and actual prices in order to complete a ranking of tenders. A copy of the tender evaluation model is enclosed.
- 5.4 The School does not undertake to award the Contract to the lowest priced tenderer but will determine which tenderer, in the School's opinion and on the basis of both cost and quality considerations, will provide best value for the School.
- 5.6 The submission of a tender shall denote the Tenderers agreement to comply with all matters referred to in the tender documentation including the Conditions of Contract unless stated otherwise.
- 5.7 The School shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all, and reserves the right to only award a contract for one authority should a suitable bid for both not be received.
- 5.8 You may be required to answer the School's queries on your proposal and to attend formal meetings with the School during the tender evaluation period. Additionally the School reserves the right to visit your premises to view the facilities and systems which may be used to deliver the Services.

## 6.0 CANVASSING

6.1 Any tenderer who directly or indirectly canvasses any member or official of the School concerning the award of the Contract, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender submission will be disqualified. If discovery occurs after the award of the Contract, the School shall then be entitled to summarily terminate the Contract.

## **7.0 CONTRACT DOCUMENTS**

Your attention is drawn to the Conditions of Contract enclosed at Appendix B. It is intended that these will form the basis of the eventual Contract.

## **8.0 TUPE**

Bidders should note that the terms and conditions require that pension provision is arranged by the Contractor for existing catering staff who transfer under TUPE. It may be possible to arrange for the Contractor to be admitted to the School's pension scheme as an admitted body.

Please refer to Appendix D for detailed information on TUPE, provided by the current Contractor. The School will accept no liability for the accuracy of this data.

## **9.0 CANVASSING**

Any contractor who directly or indirectly canvasses any member or official of the School concerning the award of the Contract for the provision of School Meals, or who directly or indirectly obtains or attempts to obtain information from any such member or official from either concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the Contract, the School shall then be entitled to summarily terminate the Contract.

## **10.0 WHISTLEBLOWING POLICY**

Your attention is drawn to the Employer's Whistleblowing policy which can be found on the Procurement website at: [www.bracknell-forest.gov.uk/procurement](http://www.bracknell-forest.gov.uk/procurement) or <http://www.westberks.gov.uk/index.aspx?articleid=17203>



**APPENDIX A            SPECIFICATION**

Please refer to separate Word document

**APPENDIX B            CONTRACT CONDITIONS**

Please refer to separate Word document

## **APPENDIX C            GUIDANCE ON FREEDOM OF INFORMATION**

### **GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000: ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS**

#### **1            Introduction**

1.1 All information relating to any tender or quotation made to the School or any contract to which the School is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The School will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information falls on the School. The School must determine whether an exemption applies to information and whether the request should be refused. The School may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the School to the disclosure of information about contracts.

1.2 Please note that references to 'tender' or 'invitation to tender' also applies to quotations.

#### **2.            General rules on disclosure**

2.1 The School has determined that, in the absence of special circumstances:-

- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information - see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Detailed tender prices will be held in confidence until 7 years after expiry or completion of the contract awarded as reserved information (see below)

2.2 Tenderers must therefore inform the School, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the School under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

#### **3.            Reserved Information**

3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

- The information constitutes a trade secret (section 43(1))

- Disclosure would prejudice the commercial interest of any person (including the School) (section 43(2))
  - Disclosure would constitute an actionable breach of confidence (section 41(1))
  - Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)
- 3.2 If the School agrees that information nominated by the successful tenderer may be legitimately classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.
- 3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The School may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the School alone to determine. It shall have no obligation to consult the contractor.
- 3.4 The School will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the School receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.
- 4. Handling requests for information and notice to those affected**
- 4.1 Other than as set out above the School shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.
- 5. Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract**
- 5.1 The School will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the School.

**APPENDIX D TUPE INFORMATION**

Please refer to separate PDF document

**APPENDIX E TENDER EVALUATION MODEL**

Please refer to separate Excel document.

# FORM OF TENDER

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Tender Documents, hereby offer to supply the goods/undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the School is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 120 days from the date fixed for the submission of tenders in the Invitation to Tender.

I/We agree that the essence of selective tendering is that the School shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price tendered by, or under or in accordance with any Contract or arrangement with any other tenderer. I/ We furthermore warrant that no approaches have been made to any other tenderers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/ We also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than the School the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any Contract or arrangement with any person that they shall refrain from tendering, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b) above.

I/ We understand that should we directly or indirectly canvass any member or official of either School concerning the award of the contract for the provision of the Services, or directly or indirectly obtain or attempt to obtain information from any such member or official concerning any other tender for Goods/Services, I/ we will be disqualified.

I/ We further understand that if discovery occurs after the award of the contract, the School shall then be entitled to summarily terminate the contract.

Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature.....

Name.....Position.....

Company.....

Address.....

.....

☎..... Email .....

Date.....

## METHOD STATEMENT

To be completed by the Contractor and returned as part of the tender submission

### Section A: Resourcing and Managing the Works

A1 Provide details of your current management structure, and describe how you intend to use their operational management team to support the successful performance of this Contract.

CV's and a description of roles to be performed by key personnel should also be included as part of this response.

*Please describe*

A2 Demonstrate how you propose to ensure that DBS checks have been carried out on any employee working on this Contract to include sub-contractors if relevant.

*Please describe*

## **SECTION B: IMPLEMENTATION PLAN**

- B1 Provide a Method Statement and Project Plan on how you intend to manage the mobilisation period from Agreement award based on an award date of early December 2014 (to include the actions required to effect the TUPE transfer of staff if appropriate), with a Contract Start Date of 1<sup>st</sup> January 2015. The tenderer is expected to include all actions and anticipated timescales within this response.

*Please describe*

## **SECTION C: PERFORMANCE MONITORING**

- C1 Tenderers are asked to describe what performance measures will be put in place to ensure that standards at all Sites remain consistently high at all times.

*Please describe*

- C2 Please explain when and how you will communicate and receive feedback from stakeholders such as Headteacher, Finance & Personnel Manager, parents and pupils on the services provided and how you will use this information to drive higher standards.

*Please describe*

## SECTION D: SERVICE PROVISION

- D1 Please provide your proposed menus for the first four week period of the contract, including portion sizes.

These menus should incorporate various diets and other requirements, and demonstrate that they meet new Government nutritional standards.

*Please describe*

- D2 Please provide the cafeteria price list that would be charged as part of the contract.

*Please describe*

- D3 Please provide details of 'Additional Catering Services' that you will provide to maximise income.

*Please describe*



D4 Please provide details on how you propose to manage portion control, and in turn how you intend to prevent food from running out before the end of the dining session. Explain how you will demonstrate to the School how to easily check that portion sizes are being followed.

*Please describe*

D5 Please describe how you intend to work with the schools to promote healthy eating.

*Please describe*

D6 Please provide details on how children will receive their preferred menu choices.

*Please describe*

**SECTION E: E-TRADING CAPABILITY**

E1 Tenderers are required to describe how their e-trading capability can be used to enhance contract uptake amongst pupils including pre-ordering and payment on-line.

*Please describe*

- E2 Tenderers are required to describe how their e-trading capability can be used to reduce the administrative burden associated with the reconciliation of invoicing and reporting on the number of different types of meal served.

*Please describe*

#### **SECTION F: ENVIRONMENTAL MANAGEMENT**

- F1 Please explain how you you will implement environmental management with specific reference to energy efficiency, recycling and management of kitchen waste.

*Please describe*

#### **SECTION G: EFFICIENCY SAVINGS**

- G1 Further efficiencies during the Contract are essential as the School requires the contract to operate at zero subsidy. Please therefore describe any additional measures you would implement during the Contract Term in order to ensure this position can be maintained.

*Please describe*

**SECTION H: MARKETING**

H1 Please detail marketing initiatives you will undertake to encourage increased meal uptake within the School. The School is particularly interested in how you will:

- Interact with Parents/Carers and attend Parent Evenings.
- Interact with students and the School curriculum.
- Assist the School to develop any of their students who are interested in Catering as a vocation.

*Please describe*

Signature.....

Name.....Position.....

Company.....

☎..... Email .....

Date.....

# PRICING SCHEDULE

Set Meals:	Per Meal
Free meals	£
Normal student meals	£
Staff meals	£
Hospitality	Per person
Tea/coffee/biscuits	£
Light working lunch comprising: <ul style="list-style-type: none"> <li>• Selection of sandwiches</li> <li>• Fruit juice</li> <li>• Fresh fruit</li> <li>• Crisps</li> </ul>	£
Premium working lunch comprising: <ul style="list-style-type: none"> <li>• Selection of premium rolls/wraps</li> <li>• Fruit juice</li> <li>• Fresh fruit/pastries</li> <li>• Crisps</li> </ul>	£
Profit Share	%
Proportion of annual budget surplus to be returned to the School	

**Please also submit a full annual budget breakdown in the form of the attached Excel spreadsheet – Draft Annual Budget.**

The Prices set out in the Price Schedule shall remain fixed for an initial period of 8 months from the Contract Start Date Thereafter the Prices will be subject to Clause 12 of the Conditions of Contract (Appendix B)

The Prices includes all costs to be incurred by the Contractor such as labour, transportation, handling charges, materials, profit and all other aspects including any installation or maintenance of ICT Systems which are necessary to provide the Service to the standard described in the Specification.

**Please refer to Appendix B – Contract Conditions for full Pricing details**

Signature.....

Name.....Position.....

Company.....

Address.....

.....

.....

☎..... Email .....

Date.....

**SCHEDULE 4**

**SCHEDULE OF RESERVED INFORMATION: FREEDOM OF INFORMATION ACT 2000**

<b>Reserved Information</b>	<b>When available for disclosure</b>	<b>Relevant Section of Act</b>	<b>Reason</b>
Tender responses (excl price information)	After award of contract	Section 43(2)	Commercial confidentiality
Generic tender price information	After award of contract	Section 43(2)	
Detailed tender prices	7 years after expiry or completion of the contract awarded	Section 43(2)	Commercial confidentiality

Signed..... Name ..... Company ..... Date