

Time Square  
Market Street  
Bracknell  
Berkshire  
RG12 1JD  
Tel: (01344) 352000  
[www.bracknell-forest.gov.uk](http://www.bracknell-forest.gov.uk)



## INVITATION TO TENDER (ITT)

for

## SCHOOL MEALS CATERING FRAMEWORK

February 2020

### COMPLETED BY

<b>ORGANISATION</b>	[Tenderer to complete]
<b>NAME</b>	[Tenderer to complete]
<b>DATE</b>	[Tenderer to complete]

### TO BE COMPLETED AND RETURNED TO THE COUNCIL

This document contains **OFFICIAL-SENSITIVE** information once completed by the Tenderer.

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**



DATE:

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

---

**TABLE OF CONTENTS**

<b>1</b>	<b>Introduction</b> .....	<b>3</b>
<b>2</b>	<b>Instructions to Tenderers</b> .....	<b>5</b>
	<b>Appendix A – TUPE Information Agreement</b> .....	<b>11</b>
	<b>Appendix B – Terms and Conditions</b> .....	<b>11</b>
	<b>Appendix C – GDPR Schedule</b> .....	<b>11</b>
	<b>Appendix D – Specification</b> .....	<b>11</b>
	<b>Appendix E – Evaluation Spreadsheet</b> .....	<b>11</b>
	<b>Appendix F – Freedom of Information Act 2000</b> .....	<b>12</b>
	<b>SCHEDULE 1 – Selection Questionnaire</b> .....	<b>15</b>
	<b>SCHEDULE 2 – Method Statement</b> .....	<b>16</b>
<b>3</b>	<b>Specification</b> .....	<b>16</b>
<b>4</b>	<b>Terms and Conditions</b> .....	<b>21</b>
	<b>SCHEDULE 3 – Specification Compliance Statement</b> .....	<b>22</b>
	<b>SCHEDULE 4 – Reference Request Form</b> .....	<b>24</b>
	<b>SCHEDULE 5 – Tender Checklist</b> .....	<b>24</b>
	<b>SCHEDULE 6 – Pricing Schedule</b> .....	<b>25</b>
	<b>SCHEDULE 7 – Conditions of Contract Compliance Statement</b> .....	<b>26</b>
	<b>SCHEDULE 8 – Freedom of Information Act 2000 - Schedule of Reserved Information:</b> .....	<b>30</b>
	<b>SCHEDULE 9 – Form of Tender</b> .....	<b>33</b>

## 1 Introduction

### 1.1 Background

- 1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998.
- 1.1.2 Information on how the Council operates including details of Councillors, Council staff and departments and the constitution can be found on <https://www.bracknell-forest.gov.uk/council-and-democracy/how-council-works/councillors-and-full-council>

### 1.2 Short Description

- 1.2.1 Bracknell Forest Borough Council wishes to establish a framework agreement for the provision of School Meals Catering Framework. The framework agreement will be let for an initial period of three years with an option to extend for a further year. This will be a framework agreement with individual call-off contracts between the contractor and schools. Call-off contracts may be awarded up to a maximum period of 5 years.
- 1.2.2 Initially the framework will cover 11 primary schools in Bracknell Forest with a combined roll number of around 3,800 pupils. Total meals sales in the school year 2017/18 were 332,000 and all sites have full production kitchens.
- 1.2.3 The framework agreement will be open for other Berkshire schools to join later should they wish to at any subsequent point of the framework's duration.
- 1.2.4 Main features of the new framework:-
- Meals will meet the School Food Regulations for school lunches and the Caroline Walker guidelines for portion sizes.
  - Meals will be made using fresh ingredients and prepared on the day.
  - Low sugar and low-fat levels alternatives used
  - Free of artificial colours and additives wherever possible.
  - Vegetarian options to be imaginative and offer variety.
  - Fresh and seasonal produce to be used in menus.
  - Local sourcing of foods if possible.
- 1.2.5 Applicants should be aware that all staff working in schools will require DBS (enhanced level) checks and the staff will be required to give their written permission for such checks to be performed.
- 1.2.6 The total estimated framework value ranges between £2,000,000 (2 million GBP) and £6,000,000 (6 million GBP) depending on framework and call-off contract lengths and take up by other Berkshire schools.
- 1.2.7 In order to receive any clarifications or changes to tender documents organisations must register their interest on the South East Business portal. The Council will not be held responsible for not communicating important information to any organisation who has not officially registered their interest.

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

**1.3 TUPE**

1.3.1 The provisions of the Transfer of Undertakings (Protection of Employment) Regulations may apply on expiry of the current contractual arrangements. The current contractor is:

[REDACTED]

1.3.2 Information on potential transferees provided by this organisation is available to prospective tenderers on request by emailing [REDACTED].  
**Please complete and sign** the TUPE Information Agreement, attached as Appendix A, and include a pdf of the signed copy in your email request.

1.3.3 **The Council will not be held responsible for the accuracy of the information provided and tenderers should contact the above contractor direct for further information.**

**1.4 Project Schedule**

1.4.1 The following is the proposed timetable for the procurement and implementation of School Meals Catering Framework

OJEU Prior Information Notice published on		Complete	
Publish OJEU Contract Notice		Complete	
Publish adverts in South east Business Portal and Contracts finder		Complete	
Deadline for returning Selection Questionnaires		Complete	
Issue Invitation to Tender to shortlisted suppliers		Tuesday	[REDACTED]
Last Questions from Tenderers		Tuesday	[REDACTED]
Issue Final Question & Answer Summary		Tuesday	[REDACTED]
Receive Response from Tenderers	12:00	Monday	[REDACTED]
Supplier Presentations		Thursday Tuesday	[REDACTED] [REDACTED]

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

		Friday	██████████
Reference Visits (If required)			██████████
Contract Award			██████████
Mobilisation			██████████
Contract Start Date		Saturday	██████████

## 2 Instructions to Tenderers

### 2.1 General Instructions

- 2.1.1 If, you intend to quote for the School Meals Catering Framework to the Council, please read through the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 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 as many school sites as you feel necessary to fully familiarise yourselves with our buildings and catering services required. Site contact details and schedules for school sites can be found at Appendix E of the Specification.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor (usually through the e-Procurement system) 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.
- 2.1.5 Clarification questions of the invitation to tender documents must be made **in writing** by using the e-Procurement messaging facility after you have registered your interest. Questions will not be accepted after ██████████.
- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than ██████████.
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.1.9 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.

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

---

**2.2 Submission of Tenders**

- 2.2.1 The original, signed, tender must be returned by no later than [REDACTED].
- 2.2.2 Please submit your tender through the e-Procurement system (ProContract).

**2.3 Tender Response**

- 2.3.1 Your tender must be divided into two sections and contain the information called for in each section below:

The **technical** section must include:

- Method Statement (Schedule 2)
  - Specification (Appendix D)
  - Pricing (Schedule 6)
  - Terms and Conditions (Appendix B)
- Specification Compliance Statement (Schedule 3)
- Tender Checklist (Schedule 5) must be completed and comments added if required.
- Additionally, the Reference Request Forms (Schedule 4) must be returned directly to the Council by the referees.

**No pricing should be included in the technical section.**

The **commercial** section must include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 6)
  - Conditions of Contract Compliance Statement (Schedule 7)
  - The completed Schedule of Reserved Information - see guidance attached at Appendix F (Schedule 8)
  - The Form of Tender statement (Schedule 9) completed, signed and dated.
- 2.3.2 You should complete your responses (in blue) into the Schedules and this document. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.  
**All sections must be responded to even if simply “Understood” or “Agreed”.**
- 2.3.3 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.
- 2.3.4 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

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

---

"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.

- 2.3.5 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- 2.3.6 All pricing should be stated exclusive of VAT.
- 2.3.7 Tenders shall remain open for an initial acceptance for a minimum of 160 calendar days, although the Council may ask you to extend of the period of validity.

## **2.4 Tender Decline**

If you decide not to respond to this ITT, please let the Council know in writing by using the e-Procurement messaging facility as soon as possible, giving a brief reason(s).

## **2.5 Evaluation of Tenders**

- 2.5.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice/advertisement.
- 2.5.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 2.5.1 This procurement process is being completed under the "Light Touch Regime", governing "Social and Other Specific Services" detailed in the Public Contracts Regulations 2015. The Council will evaluate the tenders in three stages:
  - (1) An initial desk review based on Schedules 1 and financial standing. This stage has been completed.
  - (2) Those tenderers who pass stage (1) have been invited to tender. Tenders submitted will be fully evaluated by the team based on the documentation submitted.
  - (3) Up to four tenderers, based on overall rank, will then be invited to provide a presentation.
  - (4) School visits to sample meals may be required for up to three tenderers.
- 2.5.2 The contract will be awarded on the basis of the most economically advantageous offer having regard to:
  - a. The **Quality** of the solution in terms of functionality and infrastructure (50% of the total score) takes into account issues such as; quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, after sales service, technical assistance, delivery date and delivery period and period of completion.
  - b. The **Total Cost** of the goods, services or works, (50% of the total score)
- 2.5.3 The **Quality Score** is out of 100. It is calculated by taking the highest Quality marked tender divided by the next highest Quality marked tender and multiplied by 100. As a result, the highest Quality marked tender will be awarded a score of 100 for quality alone, with tenders thereafter being allocated a relative score.

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

- 2.5.4 The **Total Cost Score** is calculated by taking the lowest Total Cost tender divided by the next lowest Total Cost tender and multiplied by 100. As a result, the lowest Total Cost tender (subject to the provisions of regulation 69 of the Public Contracts Regulations 2015) will be awarded a score of 100 for cost alone, with tenders thereafter being allocated a relative score.
- 2.5.5 The Quality Score and Total Cost Score are then combined to give an **Overall Score** for each tender based on a mathematical formula taking into account the overall weightings allocated (stated in 2.5.3 above).
- 2.5.6 The Council's evaluation will include supplier presentations, customer site visits, and supplier visits. Evaluation of these elements will be used to review the initial scoring based on further understanding gained.
- 2.5.7 The headline **Quality** evaluation criteria are as follows:-

Criteria	Marks	Applicable Document(s) & Section(s)
<b>Method Statement:</b>		<b>Schedule 2 See Appendix E Evaluation Spreadsheet for full breakdown</b>
<i>3.2 General Overview</i>	10	Schedule 2
<i>3.3 Safeguarding</i>	5	Schedule 2
<i>3.4 Management</i>	12	Schedule 2
<i>3.5 Training</i>	5	Schedule 2
<i>3.6 Service Level &amp; Performance</i>	10	Schedule 2
<i>3.7 Contract Management &amp; Reports</i>	8	Schedule 2
<i>3.8 Business Continuity</i>	5	Schedule 2
<i>3.9 Customer Satisfaction</i>	15	Schedule 2 and Schedule 4 (x3)
<i>3.10 Mobilisation</i>	5	Schedule 2
<i>3.11 Payment Systems</i>	5	Schedule 2
<i>3.12 Take up of school meals</i>	10	Schedule 2
<i>3.13 Reporting</i>	5	Schedule 2
<i>3.14 Billing</i>	5	Schedule 2
<i>4.1 Contract Conditions</i>	Pass/Fail	Schedule 2
<i>4.2 Data Security</i>	Pass/Fail	Schedule 2
<i>4.3 Freedom of Information</i>	Pass/Fail	Schedule 2
<b>Specification Compliance</b>	Pass/Fail	Schedule 3
<b>Tender Checklist</b>	Not scored	Schedule 5
<b>Conditions of Contract Compliance</b>	Pass/Fail	Schedule 7



ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

<b>FOI Schedule of Reserved Information</b>	Pass/Fail	Schedule 8
<b>Form of Tender</b>	Pass/Fail	Schedule 9
<b>Total</b>	<b>100</b>	

- 2.5.8 Evaluation of **pricing** will be by using the evaluation spreadsheet, attached as Appendix E of this invitation to tender. The evaluation spreadsheet details any **sub-criteria** and formulae used.
- 2.5.9 The Council 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.
- 2.5.10 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

## **2.6 Framework Agreement Signature**

- 2.6.1 For the majority of procurements the Council will be using an Adobe pdf/Word document signed electronically by each party (for TUPE Information Agreement, deeds, real estate contracts, guarantees and simple contracts).
- 2.6.2 The required steps will be as follows:
- 1) Before signing/closing the proposed arrangements for the virtual signing/closing are finalised between all parties including who should receive emails.
  - 2) When the documents are finalised, the final execution copies of the documents are emailed by the Council (as Adobe pdf or Word attachments) to all absent parties. For convenience, a separate Adobe pdf or Word document containing the relevant signature page may be attached.
  - 3) Each absent signatory prints and signs the signature page only (there is no need to print off the full document).
  - 4) Each absent party then returns a single email to the Council to which is attached:
    - a) the final version of the document (Adobe pdf or Word); and
    - b) an Adobe pdf copy of the signed signature page. In the case of deeds, the arrangements will also need to make clear when delivery is to take place or, alternatively, to make clear that a deed has not been delivered merely because it has been signed and the steps set out above followed.
  - 5) At or shortly after signing/closing, to evidence the execution of the final document, a final version of the document, together with copies of the executed signature pages, may be circulated by the Council.
  - 6) If there is a need to file a signed original of the document with a registry or some other authority (e.g. Companies House or the Land Registry), it will be necessary for another original of the document containing original 'wet ink' signatures to be obtained.

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---

**2.7 Canvassing**

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

**2.8 Whistle blowing policy**

Your attention is drawn to the Council's whistle blowing policy which can be found on the Council's website at:

<http://www.bracknell-forest.gov.uk/whistleblowingpolicyandprocedure>

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---

## **Appendix A – TUPE Information Agreement**

Refer separate Word document.

Please complete and sign the Agreement and include a pdf of the signed copy in your email request for TUPE information.

## **Appendix B – Terms and Conditions**

Refer separate Word document - School Meals Catering Framework Agreement

## **Appendix C – GDPR Schedule**

Refer separate Word document.

## **Appendix D – Specification**

Refer separate Word document plus Specification Appendix E Initial Site List.

## **Appendix E – Evaluation Spreadsheet**

Refer separate Excel document.

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---

## **Appendix F – Freedom of Information Act 2000**

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 made to the Council or any contract to which the Council 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 Council 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 Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

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

2.1 The Council 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 and commercially sensitive 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.
- Information obtained from suppliers in responses to tenders and not generally available (future product information, research plans, financial details) will be held in confidence until no longer sensitive.
- Detailed tender prices will be held in confidence until no longer sensitive (see below).

2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council 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:-

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

---

- The information constitutes a trade secret (section 43(1))
  - Disclosure would prejudice the commercial interest of any person (including the Council) (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 Council 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 Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.
- 3.4 The Council 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 Council 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 Council 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 Council 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 Council.

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

---

Any enquiries about this policy and its application should be addressed to the Borough Solicitor, Bracknell Forest Borough Council, Time Square, Market Street, Bracknell, Berks, RG12 1JD

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**

\_\_\_\_\_  
DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---

## **SCHEDULE 1 – Selection Questionnaire**

Already completed.

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

## **SCHEDULE 2 – Method Statement**

### **3 Specification**

#### **3.1 Specification Compliance**

3.1.1 Please complete **Schedule 3**, Specification Compliance Statement.

This is a **PASS/FAIL** Question as significantly non-compliant tenders will be rejected.

*Response*

#### **3.2 General Overview**

3.2.1 Please provide a brief overview of your organisation and how it could best provide the School Meals Catering Framework required by the Council, as detailed in the Specification.

Include details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) employ, and related turnover (GBP £), that are relevant to the provision of the goods/services similar to those set out in the Specification.

*Response maximum 200 words*

#### **3.3 Safeguarding**

3.3.1 How will you ensure that all staff are trained in the requirements of safeguarding and prevent in schools?

*Response maximum 200 words*

3.3.2 Please detail how your organisation obtains, reviews and maintains records of Enhanced Disclosure & Barring Service (DBS) checks for all staff, including sub-contractors, who visit educational establishments.

*Response maximum 200 words*

#### **3.4 Management**

3.4.1 Please provide details of the proposed area manager(s) who would provide the service including how many other clients they would be handling and CVs of key personnel

*Response maximum 100 words (excluding CVs)*

3.4.2 How are the area management team supported by head office?

*Response maximum 100 words*



ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

- 3.4.3 The nature of a framework means that the Agreement can grow during its term to allow other Bracknell and Berkshire schools to join. Please describe how you would ensure that the management structure would remain adequate to support all of the Sites contained within the framework, especially if and when new sites are added, to ensure the successful delivery of services to all Sites.

*Response maximum 200 words*

**3.5 Training**

- 3.5.1 For the School Meals Catering Framework, indicate how many hours training, on average, is received by each member of site-based staff within a 12-month period. List by subject.

*Response maximum 300 words]*

**3.6 Service Levels & Performance**

- 3.6.1 Please can you confirm your acceptance of the Key Performance Indicators in the specification

*Response maximum 100 words*

- 3.6.2 Please provide additional or alternative KPI's for the council to consider.

*Response maximum 100 words*

**3.7 Contract Management & Reports**

- 3.7.1 Please confirm that, if awarded the contract, you would be able to attend termly review meetings, if required, with the Council and as required by each school.

*Response maximum 100 words*

- 3.7.2 Provide an overview of your escalation procedure should there be issues with the performance of the framework or a call-off contract.

*Response maximum 100 words*

- 3.7.3 Have you had any outbreaks of food poisoning in schools attributable to your service, and if so how will you prevent this from happening in the future?

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

*Response maximum 100 words*

- 3.7.4 In the last three years, have you had any contracts:
- That have incurred contract penalties, default notices or payment of liquidated damages?
  - Terminated by the client earlier than originally intended due to poor performance?
  - Where you have withdrawn from the contract either before or after the award of contract?

If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

This is a **PASS/FAIL** Question as organisations with significant contract issues will be rejected.

*Response maximum 100 words*

**3.8 Business Continuity**

- 3.8.1 Does your organisation have a Business Continuity / Disaster Recovery / Risk Management plan that ensures that services described within the Outline requirement are delivered in the event of a disruption affecting your business, ensuring continuity of supply from your critical suppliers?

Briefly describe what key actions your organisation will take to ensure continued provision to customers should there be a major event; for example, should there be adverse weather, or a pandemic flu which results in loss of key staff or a fire or utility failure resulting in loss of a building.

*Response maximum 200 words*

- 3.8.2 Have there been any occasions when your business operation has been disrupted within the last 3 years?

If **“Yes”** what were the circumstances, what was the effect on your customers and how did you overcome it?

*Response maximum 200 words*

- 3.8.3 In the event of a business continuity event, who would be the person responsible for managing your organisations response?

*Response maximum 100 words*

**3.9 Customer Satisfaction**

- 3.9.1 Briefly describe how consumer satisfaction is measured and continuously improved. Include details of how complaints are managed.

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

*Response maximum 300 words*

3.9.2 Briefly describe how parent/carer satisfaction is measured and continuously improved.

*Response maximum 300 words*

3.9.3 How does your organisation use the results from 3.9.1 and 3.9.2 to achieve continuous service improvement? (Give two actual examples).

*Response Maximum 300 words*

3.9.4 Please send a copy of the Reference Request Form (Schedule 4) to each of your reference sites in the Selection Questionnaire, including an outline of the contract that your organisation is performing/has performed for them within the allotted green box on that form.

The completed forms must be returned directly to the Council ( ) by the referee on or before the tender deadline or it will not be considered.

Please confirm that this has been actioned or advise why not.

*Response*

### **3.10 Mobilisation**

3.10.1 Please explain how you would intend managing the mobilisation period from Agreement award based on an award date of , with Call-Off Contract Start Dates of for the schools. Please provide a mobilisation plan as part of your tender submission detailing required tasks and time lines. You are expected to include TUPE transfer consultation within the estimated timescales associated with this response.

*Response maximum 300 words [excluding mobilisation plan]*

### **3.11 Electronic payment systems**

3.11.1 The current contractor provides an electronic system of payment allowing parents to order and pay on-line. The contractor will be expected to provide an electronic payment system. We would welcome proposals from contractors to continue the current payment methods of cash-less catering, whiteboard ordering and on-line payment of meals and ideas around innovation at the point of service.

*Response maximum 300 words*

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

**3.12 Take up of school meals**

3.12.1 Please indicate how you will encourage the increased take-up of school meals.

*Response maximum 300 words*

**3.13 Reporting**

3.13.1 Please provide an example of a standard report you would propose using for quarterly review meetings. This should include as a minimum:

- Monthly reports on school meal uptake
- Annual survey by the contractor with pupils to inform menu developments
- Number of schools that achieve five stars under the Food Hygiene Ratings Scheme
- Number of complaints/compliments received on a monthly basis
- Monthly report on contractor's quality audit
- Number of meetings with schools

*Response maximum 300 words (excluding standard report)*

**3.14 Billing**

3.14.1 Please confirm that you will provide an electronic invoice monthly to the school detailing the meal types sold as follows;-

- Primary paid
- Primary free
- Special primary paid
- Special primary free
- Special Secondary paid
- Special Secondary free
- Staff free meals
- Staff paid main meals

*Response maximum 100 words*

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

---

## 4 Terms and Conditions

### 4.1 Contract Conditions

Refer to Appendix B, Terms and Conditions, for the terms and conditions of contract.

4.1.1 Please complete **Schedule 7**, Conditions of Contract Compliance Statement.

This is a **PASS/FAIL** Question as significantly non-compliant tenders will be rejected.

*Response*

### 4.2 Data Security

Refer to Appendix C – GDPR Schedule. The Council has identified that data security will apply to this contract therefore the attached GDPR Schedule will need to be incorporated into the final Framework Agreement.

4.2.1 Please confirm acceptance of the GDPR Schedule or detail exceptions and any proposed alternatives below, or in a separate document.

This is a **PASS/FAIL** Question as significantly non-compliant tenders will be rejected.

*Response*

### 4.3 Freedom of Information

4.3.1 With reference to Attachment C on the Freedom of Information Action 2000, please complete **Schedule 8** – Schedule of Reserved Information.

This is a **PASS/FAIL** Question as significantly non-compliant tenders will be rejected.

*Response*

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

**SCHEDULE 3 – Specification Compliance Statement**

Section	Subject	Compliant (please tick)		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
		Yes	No	
1.0	Objective			
2.0	Scope			
3.0	Compliance			
4.0	School meals			
5.0	Cooking days			
6.0	Site Service Level Agreements			
7.0	The Consumer			
8.0	Food/Meal Ingredients			
9.0	Food sourcing			
10.0	Meal choice			
11.0	Salad bars			
12.0	Portion control			
13.0	Heathy eating			
14.0	Ofsted – school food culture			
15.0	Curriculum links			
16.0	Food gardens			
17.0	Sustainability			
18.0	School food price			
19.0	Seasonality & special events			
20.0	Special dietary needs			
21.0	Allergies			
22.0	Additional catering services			
23.0	Packed lunches			
24.0	Additional sales to pupils			
25.0	Point of service			
26.0	Dining areas			
27.0	Drinking water			
28.0	Menus			
29.0	Marketing			
30.0	Contractors staff			
31.0	Clothing			
32.0	Light equipment			
33.0	Heavy equipment			
34.0	Kitchen fabric			
35.0	Kitchen cleaning			
36.0	Refuse disposal			
37.0	Free school meals			

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

38.0	Pre-ordering			
39.0	Payment			
40.0	Snow days			
41.0	Rebates			
42.0	Premises/facilities provided for the contractors use			
43.0	Contract monitoring			
44.0	Performance			
45.0	Variations			
46.0	Health & Safety			
47.0	Environmental Health			
48.0	Security and access to site			

**NB** Significantly non-compliant bids may be rejected.

Signature: .....

Name: .....

Position: .....

Organisation: .....

Date: .....

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

**SCHEDULE 4 – Reference Request Form**

Refer attached Word Document

**SCHEDULE 5 – Tender Checklist**

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
<b>Schedule 2</b>	<b>Method Statement</b>		
3.4.1	CVs of key personnel		
3.9.4	Reference Request Form		
3.10.1	Mobilisation Plan		
3.13.1	Standard report		
	<b>Schedules</b>		
2	Method Statement		
3	Specification Compliance Statement		
4	Reference Request Forms x 3		To be returned directly to the Council by the referees
5	Tender Checklist (this document)		
6	Pricing Schedule		
7	Conditions of Contract Compliance Statement		
8	FOI Schedule of Reserved Information		
9	Form of Tender		
	<b>Other – Please List</b>		
	Copy of Public Liability Insurance certificate		
	Copy of Employers Liability Insurance certificate		



ORGANISATION NAME:

**OFFICIAL-SENSITIVE**

\_\_\_\_\_  
DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---

## **SCHEDULE 6 – Pricing Schedule**

See attached document.

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**

\_\_\_\_\_

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---

## **SCHEDULE 7 – Conditions of Contract Compliance Statement**

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

Clause	Subject	Compliant (please tick)		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
		Yes	No	
1.0	DEFINITIONS			
2.0	THE SERVICES			
3.0	VARIATIONS TO THE SERVICES			
4.0	AMENDMENTS TO THE CONTRACT			
5.0	INSPECTION OF PREMISES AND NATURE OF SERVICES			
6.0	SUPPLIER STATUS			
7.0	SUPPLIER PERSONNEL			
8.0	MANNER OF CARRYING OUT THE SERVICES			
9.0	TIME OF PERFORMANCE			
10.0	REJECTION OF SERVICES			
11.0	INTELLECTUAL PROPERTY			
12.0	PAYMENT PROVISIONS			
13.0	ACCESS TO PREMISES			
14.0	HEALTH AND SAFETY			
15.0	INDEMNITY INSURANCE			
16.0	EQUALITIES			
17.0	TERMINATION			
18.0	DEFAULT			
19.0	RECOVERY OF SUMS DUE			
20.0	NOTICES			
21.0	ASSIGNMENT AND SUB CONTRACTING			
22.0	DATA PROTECTION			
23.0	STANDARDS			
24.0	BRIBERY AND CORRUPTION			
25.0	HUMAN RIGHTS			
26.0	NO RIGHTS OF THIRD PARTIES			
27.0	WAIVER			
28.0	FREEDOM OF INFORMATION			
29.0	TUPE			
30.0	SUPPLIER'S PROPERTY			
31.0	CONFIDENTIALTY			
32.0	TERM			
33.0	GUARANTEE BOND			

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

INVITATION TO TENDER

34.0	PARENT COMPANY GUARANTEE			
35.0	DISPUTE RESOLUTION			
36.0	GOVERNING LAW			
	<b>CALL OFF CONTRACT</b>			
1.0	INTERPRETATION			
2.0	TERMS AND RENEWAL			
3.0	CONFLICT			
4.0	SUPPLY OF SERVICES			
5.0	SCHOOLS OBLIGATIONS			
6.0	TITLE TO DELIVERABLES AND SCHOOL MATERIALS			
7.0	INTELLECTUAL PROPERTY			
8.0	TUPE			
9.0	CHARGES AND PAYMENTS			
10.0	LIMITATION OF LIABILITY			
11.0	TERMINATION OF CALL-OFF CONTRACT			
12.0	CONSEQUENCES OF TERMINATION AND EXPIRY			
13.0	NON-SOLICITATION			
14.0	CONFIDENTIALITY			
15.0	ENTIRE AGREEMENT			
16.0	THIRD PARTY RIGHTS			
17.0	FORCE MAJEURE			
18.0	VARIATION			
19.0	WAIVER			
20.0	SEVERANCE			
21.0	ASSIGNMENT AND OTHER DEALINGS			
22.0	NO PARTNERSHIP OR AGENCY			
23.0	NOTICES			
24.0	COUNTERPARTS			
25.0	MULTI-TIERED DISPUTE RESOLUTION PROCEDURE			
26.0	GOVERNING LAW			
27.0	JURISDICTION			

**NB** Significantly non-compliant bids may be rejected.

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**



\_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

DATE: \_\_\_\_\_

INVITATION TO TENDER

---

Signature: .....

Name: .....

Position: .....

Organisation: .....

Date: .....

ORGANISATION NAME: **OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

**SCHEDULE 8 – Freedom of Information Act 2000 - Schedule of Reserved Information:**

<b>Reserved Information</b>	<b>When available for disclosure</b>	<b>Relevant Section of Act</b>	<b>Reason</b>
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released. Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41 (EIR regulation 12(5) and/or regulation 13)	Personal information or information supplied to the bidder in confidence
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER


I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

**Name** ..... **Job Title**..... **Organisation**.....

**Signed**..... **Date**.....

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---



ORGANISATION NAME: \_\_\_\_\_

**OFFICIAL-SENSITIVE**



DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**

**INVITATION TO TENDER**

---

## **SCHEDULE 9 – Form of Tender**

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

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

This tender remains open for acceptance for 160 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 Council shall receive bona fide competitive tenders from all suppliers submitting tenders. 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 submitted by, or under or in accordance with any agreement or arrangement with any other supplier. I/We furthermore warrant that no approaches have been made to any other suppliers 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 Council 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 agreement or arrangement with any person that they shall refrain from submitting a tender, 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 the Council 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 Council shall then be entitled to summarily terminate the contract.

Signature

\_\_\_\_\_  
(please use non black ink)

Name

Job Title

Organisation

Address

☎ Telephone No.(s)

Email

Date

ORGANISATION NAME:

**OFFICIAL-SENSITIVE**

\_\_\_\_\_

DATE: \_\_\_\_\_

**SCHOOL MEALS  
CATERING FRAMEWORK**



INVITATION TO TENDER

---