

**Specification** 

**School Meals** 

**Norfolk County Council** 

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#### **DEFINITIONS**

Save in respect of the following definitions, in this Specification, the following words and expressions shall have following meanings as defined below.

- "Authority" means Norfolk County Council, or its successor.
- "Dining Area" means any dedicated dining hall or dual use hall, or classroom used for serving and consuming hot and/or (as appropriate) cold meals at a Dining Centre.
- "School" means any School placing an order for the Services.
- "School Food Plan" means The School Food Plan by H Dimbleby and Js Vincent, produced for the Department of Education, July 2013.
- "School Food Standards" means the national School Food Standards published by the Children's Food Trust, March 2019, as amended.
- "School Representative" means the Head Teacher of a School (or his/her duly authorised representative).
- "School Term" means an academic teaching period of Autumn (September-December), Spring (January-April) or Summer (April-July).
- "Service Provider" means the contractor appointed to provide the Services under the Contract.

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- "Services" means the Services described in this Specification.
- "Support Services Monitoring Team" means the team of Authority officers appointed by the Contract Manager to monitor the Service Provider's performance on behalf of the School.
- "User" means any user of the Services.

#### INTRODUCTION

This specification describes Norfolk County Council's requirements in relation to the Schools Catering Group Contract.

Norfolk County Council (NCC) is looking to appoint a suitably skilled and experienced organisation to provide a group catering contract to maintained schools that wish to

join it. The Authority has approximately 152 maintained primary and 9 maintained special schools located throughout the County. Of these, approximately 100 currently use the contract for the provision of the Services; however, other schools may wish to join the contract at a future date

Secondary schools do not form part of the initial requirement; however, maintained secondary schools may also wish to join the contract at a future date.

The table below indicates the size and scope of the initial potential requirement. The scope may be increased if arrangements are made for academies to join the group contract.

Number of maintained primary and nursery schools	152
Number of special schools	9
Approximate number of pupils on roll	31,233
Total number of meals served during the financial year 2023-24	2,383,766
Average meals per day	12,546
Number of kitchens	Tbc
Number of production kitchens	Tbc
Number of dining centres	Tbc

**Our Ambition:** Every child in Norfolk should have access to healthy and nutritious food produced and served by trained staff whose role is valued by the whole school community.

#### Goals:

- To increase the uptake of school meals and especially Free School Meal uptake.
- Ensuring all aspects of the service provided are adequate to meet demand.
- To ensure perceptions of lunchtime are positive with a greater understanding of their potential to positively impact on children and young people's wellbeing.
- To ensure the sustainability of a high-quality school lunch service across the county.
- To support and encourage the involvement of children and young people in menu planning and feedback on the service.
- To develop a robust process for monitoring and evaluating the school lunch provision to bring about continual improvement.

The purpose of this contract is restricted to providing for Paid Pupil Meals, Free Meals, Universal Infant Free School Meals, Duty Meals and Staff/Visitor Meals. Any other catering services required by any School shall be by separate arrangement outside the contract.

#### Impact:

School meals are contributing to children and young people being able to FLOURISH in Norfolk's maintained schools.

### **FLOURISH**

We want Norfolk to be a county where every Child and Young Person can Flourish. Produced with Children and Young People, Flourish reflects areas of their lives that are most important to them. The shared Flourish ambition and accompanying outcomes framework underpins everything we do and informs how we commission,

and performance manage our services. For further information about Flourish please visit www.norfolk.gov.uk/flourish.

## Family and friends

Children and young people are safe, connected and supported through positive relationships and networks

#### Learning

Children and young people are achieving their full potential and developing skills which prepare them for life

## **O**pportunity

Children and young people develop as well-rounded individuals through access to a wide range of opportunities which nurture their interests and talents

#### Understood

Children and young people feel listened to, understood and part of decision-making processes

# Resilience

Children and young people have the confidence and skills to make their own decisions and take on life's challenges

#### Individual

Children and young people are respected as individuals, confident in their own identity and appreciate and value their own and others' uniqueness

#### Safe and Secure

Children and young people are supported to understand risk and make safe decisions by the actions that adults and children and young people themselves take to keep them safe and secure

## Healthy

Children and young people have the support, knowledge, and opportunity to lead their happiest and healthiest lives

This will be achieved by:

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

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

### **Vital Signs**

The way we approach practice and leadership has an impact on Children, Young People and Families and so we follow vital signs to ensure that Children and Young People are resilient and able to learn, build positive, long-lasting relationships and receive family-based care.

Outcomes Focused	We do whatever it takes to achieve the best outcome for children, young people and families
Relationship Based	<ul> <li>We work to build consistent and trusted relationship with children, young people and families</li> </ul>
Strengths orientated	We identify the strengths of children, young people and families and build on them to create positive change
Whole Family	•We think about family, in the widest sense in all the work we do
Whole System	We work in partnership to get the right support for children and young people regardless of organisational boundaries

### **User Involvement and Participation**

It is our aim to ensure Children and Young People have opportunities to participate and to co-produce the services they need.

### Participation

When all are actively encouraged and supported to work together to improve services and have an equal opportunity to contribute and respond to the sharing of ideas and decision making

## Co-production

Working together and communicating as equals, understanding and valuing one another's unique insights and expertise to create a plan to bring about positive change

# THE REQUIREMENT

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

**Reporting Requirements:** The service will be subject to formal monitoring requirements including monthly, termly and annual provider returns which will report on performance against agreed outcome measures and targets. These will be accompanied by monthly and annual review meetings with Children's Services staff. A consultative group made up of representatives of schools within the group contract will also have a role in monitoring the catering contract in respect of nutritional standards, quality and value for money.

Monitoring visits and spot audits will be carried out by NCC staff to verify provider returns. Full details of reporting and monitoring requirements are set out in Appendices 2, 3, and 6.

### **Performance Management and Quality Assurance:**

Norfolk County Council will monitor the performance of the service through a Performance Management Framework (PMF) based on the Flourish Outcomes.

The Service Provider will be expected to monitor and report on performance including:

- Outcomes and Impact: The impact of delivery / difference that the service makes
- **Inputs and Outputs:** The quantity of delivery
- Quality: The effectiveness of professional practice, policies, procedures and standards. Quality assurance will be secured through:
  - Service Provider's internal quality assurance processes
  - o Assessment of submitted contract monitoring paperwork and reporting
  - Annual Health and Safety Questionnaire
  - Young People's feedback
  - Quality assurance visits by NCC or independent organisations designated by NCC.

#### **BACKGROUND INFORMATION**

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

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

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

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

The Authority does not guarantee the volume of Free Meals and Paid Meals to be provided under the Contract nor the number of Schools at which the Services will be provided. In respect of payment for meals not served due to circumstances outside of schools' control, including closures due to adverse weather, national or local emergencies or illness, an average sum of government funded meals will be paid. No charge will be made for meals that cannot be recharged to parents.

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

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

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

### SPECIFICATION OF INITIAL SERVICES TO BE PROVIDED

A detailed School profile for each of the schools intending to use the Contract is provided in Appendix 4.

#### 1. MENU STRUCTURE AND FOOD QUALITY STANDARDS

The current catering service holds the Food for Life Partnership Bronze Award.

## 1.1. Primary and Special School Meals

Food served in all maintained schools and academies in England must meet school food standards so that children have healthy, balanced diets.

School food standards practical guide - GOV.UK (www.gov.uk)

These standards make sure that school lunches always include:

- one or more portions of vegetables or salad as an accompaniment every day
- one or more portions of fruit every day
- one or more portions of starchy food, such as pasta, rice or potato, every day
- bread, with no added fat or oil, must be available every day
- a portion of food containing milk or dairy every day
- a portion of meat or poultry on 3 or more days each week
- oily fish once or more every 3 weeks
- for vegetarians, a portion of non-dairy protein on 3 or more days each week

Specifically, the minimum menu range shall consist of:

- 1. a choice of two hot main meal protein items, one of which shall be suitable for vegetarians; served with either potato, pasta or rice.
- 2. a filled jacket potato with two fillings.
- 3. Healthy sides (e.g. vegetables, salad)
- 4. Packed lunch consisting of either a sandwich, with a choice of two fillings, or pasta, served with salad sticks and fruit.
- 5. Bread provided daily.
- 6. Sweet pudding
- 7. Fruit

NB Milk will be provided by the schools to ensure the school food standards are met.

No nuts shall be used in any dish or be available in any form.

No genetically modified foods shall be knowingly used.

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

The Service Provider will be informed by 9.30am each day of the number and choice of meals required. However, the Service Provider shall ensure that adequate food is available to replace the occasional meal dropped by pupils.

#### 1.2. Packed Lunches

Where packed lunches are provided for school trips, they shall meet the School Food Standards and will be of similar content to the daily offer of a packed lunch.

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

#### 1.3. Menu Cycle

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

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

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

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

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

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

## 1.4. Special Schools

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

- a) A larger proportion of children are likely to require special diets. It is essential that they are catered for to a high standard, to meet these requirements.
- b) Meals will often need to be prepared in a special way. Examples of this would include:
  - Altered texture, e.g. puree or soft
  - Weight reducing
  - Additive exclusions
  - Gluten free
  - Dairy free
  - Diabetic etc.
- c) Special schools have a mix of nursery, primary and secondary age children; consequently, larger meal sizes will be required for older children and those with large appetites. Portion sizes for children above primary school age shall be to the secondary school requirements.
- d) The children attending the schools vary in age and special needs.
- e) The catering staff employed in special school kitchens need to be trained and particularly sympathetic to the needs of these children.

## 1.5. Healthy Eating

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

Vegetable cooking and holding times shall be short enough to ensure that the nutrient content is not compromised.

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

## 1.6. Vegetarian

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

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

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

## 1.7. Ethnic Meals and Special Dietary Requirements

There shall be compliance with the specific dietary requirements of cultural and religious groups by offering the vegetarian option. This includes the need to consider items that contain hidden products, e.g. animal fats, that could cause offence under religious beliefs.

Other special dietary requirements will be communicated according to medical advice. These will be communicated to the Service Provider in advance of the meal service.

The Service Provider shall make available on their website, and share with schools, information about the allergen contents of the main menu and also provide an 'Allergen Aware' menu which is free from most of the top 14 allergens.

The Service Provider shall ensure that pupils on special diets receive adequate choice, as well as meal quality of a comparable standard to other pupils.

### 1.8. Food Quality

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

For the avoidance of doubt, the two-hour rule relates to product that is below 8°C (advisable 1-4°C) at the start of the two hours. It shall not be used for foods that are prepared in an ambient state until they have been chilled to below 8°C.

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

## 1.9. Beverages

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

#### 1.10.Portion Sizes

Portion sizes shall be no lower than that required to meet the School Food Standards.

The same size protein item shall be served to all pupils, but the potato/rice/pasta and vegetables shall be larger for older year groups (years 5-6) to ensure sufficient calorific/nutritional content.

Portion sizes may be changed to meet the individual medical needs of pupils if requested by the School Representative.

### 1.11.Recipe File

All recipes (and recipe changes) used by the Service Provider shall be made available and accessible to the Authority before they are used by the Service Provider. The nutritional and allergen breakdown of each recipe shall be provided electronically to the Authority by the Service Provider on submission of the proposed menu cycles. This recipe file shall contain details of the portion sizes and once approved, shall be available to the Authority at all times.

Any changes to menus will require an updated, independently verified nutritional and allergen analysis to be submitted by the Service Provider.

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

### 2. STANDARD OF SERVICE

### 2.1. Speed of Service

All meals shall be supplied at the agreed mealtimes (in conjunction with the individual schools), be of good quality and quantity and be nutritionally balanced and well presented. Food items shall not be delivered to the service counter more than 15 minutes before the required mealtime.

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

#### 2.2. Consistency

The Service Provider shall deliver the Services to a consistently high standard, and there shall only be minimal fluctuations in the standard of food offered and service provided as monitored by school / pupil feedback and performance management measures.

## 2.3. Service and Clearing

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

Preparation of the dining hall, ready for service for pupils taking school meals, is the responsibility of Schools, unless separate, individual arrangements have been made.

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

The Service Provider shall clear dining tables if a pupil, for whatever reason, does not self-clear.

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

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

## 2.4. Transported Meals

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

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

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

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

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

## 2.5. Healthy Snacks

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

## 2.6. Special Functions

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

Note that the Service Provider shall not have the exclusive right to provide these services. The schools shall retain the option of obtaining these from alternative sources if they are deemed to be more suitable.

#### 3.7 Participation and Co-Production

The Service Provider will actively promote school and service user's feedback and integrate this into their internal service processes. Service Provider will share all feedback, on request, with Commissioners, as part of the cyclical review process.

#### 3. MARKETING

The Service Provider shall market and promote the catering facility to users and pupils' parents in an appropriate and professional manner, without the use of inappropriate techniques. All copies of group contract-wide communications shall be shared with the local authority.

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

## 3.1. Marketing Plan

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

The marketing plan shall contain three key Authority objectives: to increase the uptake of free meals, paid meals and healthy promotions. The marketing activities shall be shared with the consultative group for feedback and to encourage schools' participation in promotion of the service.

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

### 3.2. Advertising

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

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

#### 3.3. Menus

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

When the menu changes, electronic versions of the menus shall be sent by the Service Provider to all Schools, shortly before the end of the term preceding the change so they can share it with the parents.

The menu shall also be made available on the Service Provider's website for the Contract.

#### 3.4. Point-of-Sale Material

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

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

### 3.5. Meal Payment System

The Service Provider shall invoice the Authority for the number of school meals provided: free school meals, Universal Free School Meals (UIFSM) and paid meals. This shall be supported by full details of the number of meals supplied in each category for the month, at each school, in an Excel spreadsheet. The Authority will recharge individual Schools. A consolidated summary in the same format shall be provided to the Authority on a school-by-school basis at the end of each financial year.

In the event that academies are able to remain in (or join) the group contract, arrangements will be developed with the Service Provider.

## 3.6. Mobilisation presentations

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

## 4. HEALTH, SAFETY & HYGIENE

### 4.1. Food Hygiene

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

- a) Regulation (EC) 852/2004 on the hygiene of foodstuffs
- b) Food Safety and Hygiene (England) Regulations 2013
- c) Food Safety Act 1990 and relevant regulations
- d) Materials and Articles in contact with Food Regulations 2012
- e) Food Labelling Regulations 1996
- f) Food Information Regulations 2014 (as amended 2022)
- g) COSHH Regulations 2002 (as amended)

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

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

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

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

Any item of food that has been frozen and then thawed may not, under any circumstances, be re-frozen, and previously cooked food many only be reheated once.

## 4.2. Hazard Analysis Critical Control Points (HACCP)

The Service Provider shall implement and operate a HACCP system in accordance with the Food Safety and Hygiene (England) Regulations 2013. As the proprietor of a food business, the Service Provider has an obligation to identify any step in the activities in the food business which is critical to ensuring food safety and to ensure that adequate safety procedures are identified, implemented, maintained and reviewed on the basis of the following principles:

Analysis of food hazards in a food business operation.

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

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

## 4.3. Temperature Control

The Service Provider shall always ensure that appropriate temperature control is used. Frozen food items shall be stored below -18°C, chilled foods shall be stored and served below 8°C (advisable 1-4°C) and hot foods, on the completion of cooking at 70°C or above for two minutes, shall be kept above 63°C. Any regenerated food shall achieve a minimum temperature of 75°C. All fridges, freezers and sterilising sinks shall be checked for correct operation daily, and temperatures recorded.

## 4.4. Food Delivery

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

### 4.5. Food Storage

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

### 4.6. Food Labelling

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

## 4.7. Single-use Food Containers

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

### 4.8. Cleaning

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

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

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

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

### 4.9. Personal Hygiene

The Service Provider shall ensure staff follow good personal hygiene practices to help prevent foodborne illnesses due to bacteria and viruses spreading to food. Staff should be 'fit for work' at all times. This means they must not be suffering from, or carrying, an illness or disease that could cause a problem with food safety. Staff shall wash their hands prior to commencing work, after using the toilet and between different catering activities such as touching raw meat, poultry, fish or unwashed vegetables and after touching or emptying bins, after any cleaning or touching phones, light switches and door handles.

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

## 4.10. Smoking and Vaping

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

#### 4.11.Health & Safety at Work

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

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

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

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

No electrical chargers shall be left on unattended overnight.

#### 4.12.Waste Removal

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

#### 4.13.Pest Control

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

### 5. MANAGEMENT & STAFFING

## **5.1. Contract Management**

The Service Provider shall nominate a Representative who will act as the first point of contact for the Authority.

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

The Service Provider's Representative shall, in turn, supervise and support enough Area Managers to oversee the provision of the Services, to ensure the consistency of the level of services across all Schools. Schools shall be regularly visited and supported by their Area Manager. A record of all visits shall be kept on site and forwarded electronically to the Authority on request.

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

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

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

The county of Norfolk covers a large geographic area. Many of the schools are sparsely located and only accessible via smaller roads, or roads which are frequently used by agricultural vehicles. The Service Provider shall ensure that these factors are taken into account when allotting areas to Managers to ensure adequate supervision for all schools.

#### 5.2. Training

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

- a) The task they have to perform.
- b) All relevant rules of the Authority and the relevant school.
- c) All relevant rules and procedures concerning food hygiene.
- d) All relevant rules and procedures concerning health and safety at work.
- e) All relevant rules and procedures concerning fire risks and fire precautions.
- f) Customer care for users.
- g) Packing meals for transportation (where applicable).
- h) Marketing, healthy lifestyles and nutritional standards.
- i) Safeguarding

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

undertaken and who is to be trained. The Service Provider shall provide a report on the training completed against the training plan on request.

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

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

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

#### 5.3. DBS Checks

The Service Provider shall ensure that all catering staff are enhanced DBS checked prior to employment, with copies of the certification provided for the school.

## 5.4. Confidentiality

During the course of their duties, the Service Provider's staff may become aware of confidential information. Should this be the case, such information must not be communicated to any third party, and the school must be informed. All staff to be invited by Schools to undertake the school specific element of Safeguarding Children training.

## 5.5. Equal Opportunities

The Service Provider shall operate an equal opportunities policy and not discriminate in relation to the employment of staff or their dealings with customers and suppliers on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

#### 5.6. Recruitment

The Service Provider shall recruit new kitchen staff in consultation with the school and inform the school of new staff details.

#### 5.7. TUPE

At any point in time during or after the Contract, the Schools or the Authority may request TUPE information from the Service Provider. This shall be supplied by the Service Provider within 10 working days.

## 6. ENVIRONMENT

#### 6.1. Waste Minimisation

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

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

### **6.2. Transportation Impacts**

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

## 6.3. Energy Efficiency and Water Use

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

Where a group contract school delivers a meal to a non-group contract school, they shall receive £0.20 per meal to cover energy, waste removal and other overhead costs associated with producing meals. Where a group contract school receives from a non-group contract school, they shall be charged £0.20 per meal.

This will increase on an annual basis in line with CPI. The contribution is set at a level to encourage Schools with kitchen facilities to allow these to be used for the preparation of transported meals.

### 6.4. Disposal of Fats and Oils from the Cooking Process

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

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

### 6.5. The Authority's Requirements

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

#### 6.6. Sustainability

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

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

### 7. FINANCE

## 7.1. Pupil Meals

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

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

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

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

The cost per meal will not necessarily be equal to the selling price of a Paid Meal. Individual Schools may, at their own discretion, reduce or increase the selling price of Paid Meals. The school will retain or pay the difference between the cost and the selling price.

### 7.2. Transported Meals

At the end of each month, the Service Provider shall reimburse each School with a production kitchen for the meals produced for consumption in a Dining Centre.

### 7.3. Cash Collection

There will be no cash collection in primary schools.

## 7.4. School's Responsibility

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

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

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

If a local arrangement for catering other than that described in this Specification is entered into, it must be reported separately from and not as part of this Contract, for VAT reasons.

## 7.5. Purchasing

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

The Service Provider shall make every effort, as far as possible, to purchase goods from nominated suppliers who are based within the County of Norfolk and whose products originate from within the County. Where practical, the Service Provider shall make use of SMEs.

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

The Service Provider shall report to the Authority on an annual basis how it is meeting the requirement of this clause and shall notify the Contract Manager of any changes to the agreed suppliers.

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

## 7.6. Budget

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

### 7.7. Management Information

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

The Service Provider shall maintain data on a weekly basis of free and paid meal numbers against entitlement for each School and submit these to the Authority on a monthly basis.

The Service Provider will be required to submit an annual report on the operational and financial performance of the Contract. A list of management information that will be regularly requested is in Appendix 1.

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

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

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

In all matters of finance, the Service Provider shall work with the Authority and School Representatives to create a culture of transparency and open book accounting.

See Appendix 1 for Performance Monitoring and Quality Assurance Schedule.

#### 8. SECURITY

### 8.1. Catering Areas

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

### 8.2. Keys

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

#### 8.3. Cash and Stock

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

#### 8.4. Deliveries

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

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

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

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

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

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

#### 8.5. Risk Register

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

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

### 8.6. Continuity Plan

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

Due to the nature of the County, the continuity plan for supply chain and workforce issues shall be particularly robust.

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

#### 9. PREMISES AND EQUIPMENT

## 9.1. Emergency Meals

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

## 9.2. Cleaning

The Service Provider shall be responsible for maintaining the standard of kitchen hygiene by way of:

- 1. Following good food hygiene practices through cleaning and preventing cross contamination throughout the food preparation routine.
- 2. Daily cleaning of food preparation and serving areas, as set out within the cleaning rota using appropriate COSHH Sheets.
- 3. Provide all cleaning materials a set out by cleaning rota.

The Provider shall leave the food service facilities and equipment in a neat, tidy, and hygienic condition and in good operating order at the end of each working day in line with current legislation.

The Service Provider shall organise an Annual Deep Clean to be agreed with the Cook and Establishment Head or School representative by agreement giving notice of one week. To include high clean, ceiling fans, canopies, ceilings, high level walls as per the cleaning rota and check sheet.

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

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

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

#### 9.3. Heavy Equipment

The School will replace heavy equipment in a timely way. The school shall not be liable for any losses incurred by the Service Provider in the event of heavy equipment failure. Any breakages, misuse or damage due to the Service Provider's negligence shall be paid for by the Service Provider.

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

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

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

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

## 9.4. Light Equipment

The schools will provide the initial stock of light equipment.

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

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

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

### 9.5. Use of Premises by Others

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

The Service Provider shall instruct users in the use of the equipment, where requested, subject to local arrangements.

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

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

#### **10. MONITORING**

The Authority will monitor operational and financial performance on the schools' behalf in adherence to a Performance Management Framework and an Open Book arrangement with the Service Provider. The findings of the monitoring will be reported back to both the Schools and the Service Provider. This monitoring will be in addition to the Service Provider's own monitoring and not instead of it.

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

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

## 11. RESOLUTION OF SHORTCOMINGS PROCEDURE

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

- Stage 1 The School Representative will raise points with the Service Provider via the Helpdesk. The Service Provider shall respond in writing within 7 days, copying the Authority and identifying what action they have taken to resolve the situation.
- Stage 2 If issues have not been resolved within the 7 days of Stage 1, the School Representative will write to the Service Provider, formally identifying the shortcomings, and the Service Provider shall respond in writing within 7 days, copying the Authority and identifying what action they have taken to resolve the situation.
- Stage 3 If the shortcomings have not been resolved within the 7 days of Stage 2, the Contract Manager will write, formally warning the Service Provider and identifying the shortcomings, and the Service Provider shall respond in writing within 7 days, identifying what action they have taken to resolve the situation.
- Stage 4 If the shortcomings have not been resolved within the 7 days of Stage 3 and no acceptable formal response has been received from the Service Provider, the Contract Manager will issue a final warning. The Service Provider shall respond to this final warning within 48 hours and if, at the end of 48 hours, the shortcomings are not resolved or no acceptable formal response has been received, the school may, at its absolute discretion, withdraw from the Contract with the Service Provider.

In the event of a serious issue, the Authority may start the resolution of shortcomings procedure at any stage in the process.

# **APPENDICES** (being drafted)

Appendix 1 – Management Information Required / Obligations Matrix

Appendix 2 – Performance Management Framework

Appendix 3 – Quality Assurance Framework Appendix 4 – School Profiles

Appendix 5 – Catering Equipment Inventory

Appendix 6 – Performance Monitoring and Quality Assurance Schedule

Appendix 7 – Secondary School Provision (if required)