



CATERING TENDER
OCTOBER 2020

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Appendices

Appendix 1: Tender Form Oct 2020

Appendix 2: Footfall/Audience numbers guide & projections Oct 2020

Appendix 3: Equipment List and Floor plan. (Please note the kitchen design and layout/ equipment list is still under review and may be subject to change).

Appendix 4: Additional Floor Plan

1. Preamble

1.1 Requirement

CAPA (Creative and Performing Arts) College are seeking tenders from suitably qualified contractors to operate the café/restaurant in their new College building, which is scheduled to open in September 2021. The contract includes management of a public café/restaurant, provision of student catering, as well as an opportunity to cater for onsite events (College programme and external hires).

CAPA College trains, educates, nurtures and inspires the next generation of performers, artists, designers, technicians, critical thinkers, digital innovators and creative entrepreneurs. As an organisation we pride ourselves on being unique, innovative and cutting edge.

We want the catering offer to be reflective of CAPA College's distinctive energy. We envisage that proposals will also be unique, outlining a healthy, creative and exciting 'fast' food offer, delivered in complementary surroundings.

1.2 Background

CAPA College is part of Enhance Academy Trust, which is an exempt charity. We are a Department for Education funded Free School that provides full time, 16-19 education in the Arts: Dance: Contemporary and Commercial; Drama: Stage and Screen; Performing Arts: Musical Theatre; Production Arts: Theatre and Live Events and Media: Film and Television.

While there are some Northern-based providers who offer one of the qualifications that we deliver, or a small strand of our curriculum, there are no other providers in the region that offer the full qualification or curriculum package that we offer for free. CAPA College is helping to address the UK's geographic north/south divide in Arts education.

Approximately 70% of our students come from areas in the bottom 33% of places in the UK where involvement in the Arts is significantly below the national average (Active Lives Survey) and 64% come from the top three areas where young people are least likely to go to university, according to POLAR4 measures. We are delighted to report that 99% of this year's graduating class have secured University places, with 53% gaining places at Conservatoires/Specialist Arts Universities (the performing arts equivalent of the Russell Group.)

CAPA College students progress to amazing careers in the Arts/ Creative Industries as well as to the leading UK & International conservatoires & universities including: Rambert School of Ballet & Contemporary Dance , LAMDA , RADA , Arts Ed School , Central School of Speech & Drama , Guildhall School , Urdang Academy , Institute of the Arts Barcelona , Royal Conservatoire of Antwerp, Ailey School New York , Trinity Laban , Mountview Theatre School , Laine Theatre Arts , Gilford School of Acting and ALRA.

Currently renting a temporary site, we will begin an exciting new chapter in our history in September 2021, when we move into our new purpose-built premises. The building will enable CAPA College to offer a free Arts education to an increased number of students. Applications are heavily oversubscribed with 414 high quality student applications, for 130 Year 12 places, in 2019/2020. This year we have 257 students across 2 year groups, the figure will rise to 500 students in the new premises.

We also plan to play a role in our local community – the building will be a brand new cultural hub for Wakefield District. We will offer the community access to professional Arts education, training, performances and our modern facilities.

The new building, designed by award-winning architects Race Cottam Associates, will house dance, drama and singing studios as well as industry-standard production facilities, a 150-seat theatre, studio theatre, a public cafe with outdoor terrace and an amphitheatre.

The 144-metre squared café/restaurant, with adjoining terrace, is located at the front of the building on Mulberry Way Wakefield, directly opposite Wakefield Westgate Station. Floor plans are provided in Appendix 3 and 4.

1.3 Guidance and Timetable

The contract term will be for 3 years, with an opportunity to extend for a further 2 years subject to satisfactory performance.

It is intended that the Contractor will pay a percentage of sales income to CAPA College. There is an amount of investment expected by the Contractor in year one, to be negotiated at contract stage. This will be deducted from the percentage of sales income payment, paid by the Contractor to CAPA College, in the first year.

Investment is expected for items required by the Contractor to deliver the service, not listed on the equipment list Appendix 3. Investment may include, but is not limited to: servery, signage, tables, chairs, pots, pans, décor, additional equipment necessary to store, display and serve your food and drink.

The Contractor is expected to set a budget forecast which states the financial offer being made to CAPA College.

Bidders should complete Appendix 1: Tender document and submit by email to tender@capacollege.co.uk with the accompanying documents requested, no later than 20 November 2020.

Activity	Deadline Date	Notes
CAPA College publish Tender documents on www.capacollege.co.uk	12 October 2020	
Opportunity to submit questions in writing	30 October 2020	Questions may be submitted prior to the deadline, in writing. All questions will be made available to other interested bidders on request. Please email tender@capacollege.co.uk to submit a question or request that you receive answers to questions submitted by other potential bidders.
All questions responded to in writing	6 November 2020	
Bidders submit Tender documents	20 November 2020	CAPA College is unable to consider tenders, or additional tender documents, submitted after the deadline.
Interviews	W/c 7 December 2020	
Estimated award date for the contract	18 December 2020	Verbal confirmation of award. A contract will be prepared in the new year.
Estimated start date for the contract	15 September 2021	

2. Specification

2.1 Responsibility Overview

CAPA College is seeking tenders from suitably qualified contractors to operate the public restaurant in the new building, as well as an opportunity to provide catering for student lunches and onsite events from 15th September 2021. (Please note this date may be subject to change, should there be alterations to the capital works schedule.)

The Contractor will be responsible for the following:

- Operation of a public café/restaurant at CAPA College, Mulberry Way, Wakefield
- Provision of student catering during term time (8-5pm)
- Onsite event catering opportunities (including room hires and internal events)
- Achievement and retention of a 5* rating Food Hygiene Rating
- Removal of refuse, food waste and oil
- License to sell alcohol (if required) and other relevant licenses (not currently held)

CAPA College's aim and objectives:

- To provide an affordable catering offer for its students
- To provide the district with a brand new 'cultural hub', where students and the community can access a healthy, 'fast food' offer, which is unique to Wakefield and reflective of CAPA College's distinctive image
- To generate an income which contributes to wider college objectives
- To support CAPA College's sustainability aims

2.2 Environmental/ Sustainability

CAPA College takes its responsibility for environment and sustainability issues seriously and we expect the same from a Contractor. We have a nominated staff member with responsibility for this area and also a CAPA College Student Leadership Team, which includes two elected student members with responsibility for environment and sustainability.

The new building will see recycling throughout the college, water machines (bring your own water bottle rule for staff and students), LED lighting in the theatre, automatic/sensor lights throughout, strategy for recycling/upcycling/reusing costumes/set, green planting and trees around the site - including a focus on planting that attracts bees and insects.

The Contractor will have an opportunity to outline their environmental approach within the Tender document.

2.3 Opening Hours

College opening hours are Mondays – Fridays, 8:00– 17:00 term time. In addition, the building will also serve as a cultural hub for Wakefield District, hosting a range of evening and weekend events outside of regular College opening hours.

The Contractor will be expected to be operational during College opening hours and to accommodate the event programme. Details of the event programme will be communicated to the Contractor 30 days in advance.

It is expected that the Contractor will also wish to capitalise on College's prime location, directly

opposite Wakefield Westgate Station, with an offer that attracts passing footfall and local residents in addition to CAPA College requirements.

The concept, menu, service style and opening hours should to be proposed by the Contractor within the Tender form.

2.4 Menu and Pricing

You will we be asked to outline your vision and provide sample menus within the Tender form.

Menus should accommodate the following service needs:

- General service main menu (as outlined in the Contractor's 'vision' within the Tender form)
- Student lunches (It is envisaged that student lunch choices will be available from the main menu)
- Tea, coffee and beverages
- Delegate packages for room hires

The Contractor should provide a range of substantial lunch options for students. Students will typically spend £3-£5 per head on lunch.

The Contractor is expected to provide the same meal options for students who receive free school meals. The Contractor will be reimbursed for free schools meals at £3.50 per head by CAPA College, 1 month in arrears (on receipt of invoice).

Prices for catering of functions must be structured in such a way to encourage full use by a hirer of such services.

Prices within the café/ restaurant should be structured to encourage full use by the public of such services.

The Contractor should propose a % discount for CAPA College staff and students.

CAPA College aims to attract Sponsors, the Contractor should propose a % discount for Sponsors.

Should the Contractor be unable to accommodate catering for an event or external hire, then CAPA College retains the right to contract a third party.

2.5 Contract and Performance Management

CAPA College's Business Manager will be the Contractor's main contact on site. The Contractor shall identify and maintain a qualified and experienced Contract Manager who is to be responsible for the delivery of satisfactory services and liaison with CAPA College's Business Manager. If the Contract Manager is not based permanently on site, the Contractor will be expected to provide a Catering Manager (in addition) who will be based on site.

The Contractor will complete and submit both a KPI report and a written report to CAPA College's Business Manager on a monthly basis, relating to the trading month in question, no later than 7 working days after month end. The format of the report will be supplied by CAPA College. Reports will also be monitored by CAPA College's Principal and board of Governors, who report to Enhance Academy Trust.

KPIs may include but are not limited to: contract management, financial performance, customer

satisfaction, service quality standards, HR, health and safety, hygiene, environmental/sustainability and asset management.

The accompanying written report should contain, but not be limited to:

- Financial performance: total sales, sales mix by food types and price, comparative e.g. budget/forecast, amount due to CAPA College that month.
- Promotional activity
- Customer satisfaction: comments/ complaints received and actions taken
- HR: staff recruitment and training summary
- Hygiene/H&S/equipment issues
- Environmental/sustainability issues
- A general overview/review of that month: actions for the forthcoming month, proposals to enhance/improve service
- Quarterly reports on statutory maintenance/ inspections and capital/assets investments

The Contractor will maintain proper financial records, on an open book basis, in accordance with accepted accounting practice which will relate to the Contractor's operation at CAPA College, Mulberry Way and no other facility.

CAPA College will issue an invoice to the Contractor on the last working day of the month for payment due for the previous month. Any monies due to CAPA College will be based on actual receipts and will not be offset against the cost of any replacement equipment, depreciation or wear and tear costs.

The Contractor will issue an invoice to CAPA College on the last working day of the month for payment due for free school meals and catering income generated from room hires/events. A detailed report will accompany the invoice showing the break down of the provision of free school meals provided to each student and catering income generated from each hire/event.

The Contractor will be responsible for supply of their own till, security and banking. The contractor will be expected to take both cash and card payments.

A monthly meeting will take place between the Contract/Catering Manager and CAPA College to review finance and service provision.

2.6 Special Functions/ Events

Bookings for room hire will be taken by CAPA College who will be responsible for liaising with the Contractor regarding catering needs.

It will be the Contractor's responsibility to liaise with CAPA College and the hirer to obtain the details necessary to ensure all bookings are successful.

CAPA College will collect all income relating to room hire and catering fees agreed with the Contractor. The catering fees will be reimbursed to the Contractor within the CAPA College's standard payment terms, subject to receipt of an approved invoice.

CAPA College students will use the café/ restaurant for performances (music night, open mic nights etc.). As noted, CAPA College will provide the Contractor with advance notice of all forthcoming events, 30 days in advance (or longer).

Events in the café/restaurant will be programmed by CAPA College, or CAPA College in collaboration with the Contractor.

2.7 Promotional activity

The Contractor will work in partnership with CAPA College's marketing department to market the catering provision. No financial resource (or other resource) is available for the sole marketing of catering provision, however there will be opportunities for promotion within existing channels.

Any event which is organised by CAPA College and takes place within the café/restaurant will receive additional marketing support from the CAPA College team. This will be discussed and coordinated with the Contractor in advance of the event taking place.

The Contractor is responsible for the costs and resources of any additional marketing and promotions for the restaurant/café which the Contractor may wish to do.

All materials must be of a high standard. The Contractor must submit proofs of all advertising, promotional and publicity materials to CAPA College for approval. All leaflets, brochures, posters and menu must show the name and logo of the Contractor together with CAPA College's logo, stating that the catering facilities are operated by the Contractor on behalf of CAPA College.

CAPA College retains the right to prohibit any material which is deemed unacceptable. Any costs incurred in the removal or withdrawal of materials will be the responsibility of the Contractor. CAPA College's decision in the event of a dispute will be final.

A sign with the Contractor's name/logo must be supplied and installed at the Contractor's own expense in the window of the café/ restaurant. The exact size and location of the sign must have prior approval from CAPA College. If planning permission is required for any signage, the Contractor will be responsible for making a planning application and for any fees or costs incurred.

The Contractor will not display any notices or advertisements without approval from CAPA College.

The Contractor is required to notify CAPA College of the names of any potential advertisers/ sponsors for any part of the catering service prior to formal negotiations taking place, and will only proceed with such negotiations after having obtained permission from CAPA College. The Contractor will not enter into any commitments with advertisers/sponsors which extend beyond the period of this Contract. CAPA College reserves the right to reject any sponsorship arrangement. The value and details of all sponsorship obtained by the Contractor will be listed in the monthly report submitted to CAPA College.

CAPA College is responsible for the content on the plasma TV located in the café/ restaurant. Advertising revenue on the TV screen will be retained by CAPA College. The Contractor may supply advertising content and promotions for the screen, relating to the onsite catering facility, at no charge and subject to approval of CAPA College.

The café/restaurant provision will be advertised on the CAPA College website. The content for this listing must be discussed and agreed with CAPA College's marketing team in advance.

The Contractor must keep CAPA College up to date with any operational changes which need to be reflected in either the College's or Contractor's marketing materials.

All press enquiries must be referred to CAPA College.

2.8 Staffing and Training

The Contractor will employ, at the Contractor's expense, sufficient staff for the proposed service.

As part of the tender submission the Contractor will provide, within the Tender form, an organisation structure detailing the staff resource the proposed by the Contractor.

All the Contractor's staff are deemed to be in regulatory activity and, in line with CAPA College safeguarding requirements will be required to undertake a satisfactory Enhanced Disclosure and Barring Service (DBS) Check before the Contractor can issue a contract of employment. This will include a criminal record check.

CAPA College will provide a College related induction, plus safeguarding training for all the Contractor's staff.

All other training necessary will be the responsibility of the Contractor. The Contractor will ensure that all persons employed are properly trained for the specific tasks that they are required to perform. Full records will be kept and will be open to inspection by CAPA College. Training shall cover hygiene, health and safety, customer care, first aid and statutory, plus any other necessary requirements.

In the event of the Contractor sub-contracting out any of the service, the Contractor will ensure that the sub-contractors staff possess an adequate level of training. Any sub contracted service which may provide an occasion where said member of staff is in unsupervised contact with students will be required to undertake a satisfactory DBS check prior to appointment.

The Contractor will ensure an appropriate appearance by their staff at all times. Dress code will be approved by CAPA College.

The Contractor will prohibit the Contractor's staff from smoking on CAPA College grounds.

The Contractor is responsible for ensuring proper conduct by suppliers and their staff whilst on CAPA College premises.

2.9 Customer Care

The Contractor will keep a record of all complaints and observations, both verbal and written, and the action taken. This should be available to CAPA College on request and also detailed within the monthly report.

The Contractor is expected to deal with any verbal observation or complaint quickly and courteously. In the event of a written observation or complaint, the Contractor must respond in writing within 7 days. The Contractor must also send a copy of the complaint, together with the reply, to CAPA College. If the customer is not satisfied with the Contractor's response to a written or verbal complaint, the Contractor must escalate the matter to CAPA College.

If any complaint or observation is made which is not within the Contractor's area of responsibility, then the customer must be referred to CAPA College.

The Contractor must be able to demonstrate to the satisfaction of CAPA College that the Contractor's staff receive regular training in customer care.

2.10 Commercial Services

The Contractor will enter into agreements with suitable commercial suppliers.
All Contractor invoices must be kept for audit purposes.

The Contractor must ensure that all Contracts entered into will terminate at the end of the Contract.

The Contractor is responsible for the ordering of, and payment for, all food, drink and goods for the specified service.

The Contractor is responsible for monitoring and maintaining sufficient stocks at all times.

The Contractor is responsible for receiving and signing for their own deliveries.

The Contractor will ensure the Contractor's staff are present to take possession of all deliveries through an entrance agreed with CAPA College.

The Contractor is responsible for the security of the access points used at the time of the delivery.

The Contractor will ensure that deliveries are made in accordance with relevant legislation.

2.11 Health and Safety

The Contractor will comply fully with the Health and Safety at work etc. Act 1974, the regulations made under the Act including, but not limited to, the Management of Health and Safety at Work Regulations 1999, all subsequent amendments and all other health, safety and welfare requirements, to fully ensure that equipment, premises and systems are safe for occupants, the public and all third parties.

The Contractor will provide CAPA College with a copy of its written statements of the Contractor's policy with regards to the Health and Safety at Work Act 1974 (including the Management of Health and Safety at Work Regulations 1999, or as subsequently amended).

The Contractor will provide CAPA College with a copy of its HACCP Policy.

The Contractor will fully comply with all CAPA College's Health and Safety Policies and Site regulations as communicated.

The Contractor will take positive and proactive approach to Health and Safety and work with the CAPA College to minimise and reduce potential risk to all users.

The Contractor should ensure they adhere to current guidance for safe working practices in respect of COVID 19 and any subsequent amendments thereafter.

The Contractor shall ensure that a suitably competent person is responsible for Health and Safety matters as required by law for the duration of the Contract.

The Contractor will ensure that Health and Safety responsibilities are outlined within employee job descriptions and employees are informed and aware of responsibilities.

The Contractor will be responsible for the Health and Safety of its staff and must ensure that staff are competent to perform the catering operations specified and must demonstrate the

employees have had appropriate Health and Safety training.

The Contractor should conduct appropriate risk assessments for all services and activities carried out to service the requirements of the contract, including substances controlled by COSHH regulations prior to bringing the substances onto CAPA College premises.

The Contractor should review all risk assessments regularly and when there are any changes to activities or following an accident/near miss.

The Contractor should control all risks and implement all actions identified within risk assessments.

The Contractor should maintain documents for all Health and Safety processes.

CAPA College will be given access to any part of the premises at any time without notice to carry out checks on records and health and safety. The Contractor and the Contractor's agents will comply with any instructions given.

Any major incidents/accidents as defined by the RIDDOR regulations, any incident/ accident involving the attendance of the emergency services plus any near misses must be reported to CAPA College within 24 hours and a full written report submitted within 48 hours.

The Contractor should provide and utilize hazard warning signs when required.

The Contractor should ensure a qualified first aider is on duty at all times. The Contractor will provide and replenish a staff first aid box.

The Code of Practice and guidelines relating to the prevention or control of legionellosis must be followed.

All substances must be delivered, labelled, stored, used and disposed of strictly in accordance with requirements under the COSHH regulations.

General waste must be disposed of in line with CAPA College's guidelines and procedures.

The Contractor will arrange for, and cover the cost of, food waste & cooking oil removal.

2.12 Hygiene

The Contractor should initiate and follow a Food Safety Management System that includes existing food hygiene guidance and HACCP processes.

The Contractor must be aware of and ensure compliance with all current and future legislation concerning Food and Safety Regulations.

The Contractor will be expected to achieve and maintain a 5 Star Food Hygiene rating.

The Contractor is responsible for the introduction of safe systems of work and subsequent control and monitoring.

The Contractor should ensure that all staff receive adequate and professional training in all matters of food hygiene.

The Contractor should undertake HACCP risk assessments for all services.

Formal records should be kept and documents made available for inspections by CAPA College.

The Contractor shall allow Environmental Health (or similar) to inspect without prior notice. A copy of the Inspector's Report should be sent to CAPA College.

The Contractor should comply with the recommendations of such reports and inform CAPA College immediately of the action taken.

The Contractor must adhere to COVID-19 processes which must be outlined within the Contractor's HACCP Policy.

The Contractor must report to CAPA College any staff suffering from or are carriers of Typhoid, Paratyphoid, Salmonella Infection, Amoebic or Bacillary Dysentery or Staphylococcal Infection likely to cause food poisoning. Such food handlers should cease working.

Contractor's staff must have all necessary precautionary inoculations and vaccinations to minimize the risk of infections and diseases.

The Contractor shall ensure that efficient methods of vermin prevention are undertaken at the premises, and advise CAPA College immediately should any vermin removal be required.

2.13 Facilities and Equipment

The Contractor will be provided use of the equipment listed within the inventory set out in Appendix 3 as part of the Contract. The Contractor should undertake their own due diligence as to the suitability of equipment to perform the services.

All equipment listed on the equipment list (Appendix 3) and any items provided by the Contractor as part of the Contractor's year 1 investment (agreed at contract stage) will remain the property of CAPA College.

A survey will be undertaken by CAPA College prior to contract start and after completion of the contract to agree the condition. CAPA College will carry out quarterly inspections of equipment, or following a complaint.

CAPA College will maintain equipment which belongs to them. The Contractor will ensure it is kept in good order and used in line with manufacturer's recommendations.

Equipment owned by the Contractor, will be maintained by the Contractor. Procedures covering such equipment will be outlined at contract stage.

The Contractor will ensure that equipment is used by trained and competent operators only.

The Contractor will not write off, destroy, remove, replace or alter any item of equipment or property owned by CAPA College without prior written consent.

The Contractor is required to ensure that all equipment, whether belonging to CAPA College or the Contractor, is sufficient for use, safe and without risk to the health and safety of any person.

CAPA College will be responsible for the general upkeep of the building, including payment of business rates, electricity, gas and water and Wifi. Should separate business rates be required for the café/restaurant these will be the responsibility of the Contractor.

The Contractor will be responsible for payment of phone line installation and call charges.

The Contractor should report any safety or maintenance problem relating to the building, which is CAPA College's responsibility, to CAPA College immediately.

The Contractor will not carry out any modification to the premises without approval.

2.14 Cleaning

CAPA College cleaners will clean the building, including catering areas and toilets each morning. The Contractor is responsible for implementing a daily cleaning schedule over and above this, using appropriate cleaning materials and keeping records for inspection on site. High standards must be maintained at all times, in line with COVID 19 requirements.

The Contractor will be responsible for monitoring and maintaining the cleanliness of the café restaurant area, including floors, walls, shelving and servery surface.

Standards must be maintained during operational hours. Spillages must receive immediate attention by the Contractor, plus wiping and litter removal from tables.

The Contractor will be responsible for monitoring and maintaining the cleanliness of all areas where catering equipment and goods are stored, including the kitchen.

The Contractor will be responsible for cleaning the store rooms, all utensils and equipment.

The Contractor will be responsible for setting up/clearing down event catering.

2.15 Security

CAPA College is responsible for the overall security at the premises from 8-5pm during term time. The Contractor should provide, at their own cost, a door person for evening events, show, Arts festivals etc.

Procedures for security responsibility at other times will be set at contract stage.

CAPA College will not consider any claim for loss of income by the Contractor resulting from a breach of security of the premises unless caused by negligence of CAPA College.

CAPA College will not be responsible for any damage arising, caused by third parties, to property of the Contractor.

2.16 Licenses

The Contractor will be responsible for obtaining and maintaining all licenses required for the operation of the catering facilities.

If an alcohol license is obtained for the premises it shall be held by the Contractor's designated staff.

The Contractor will be responsible for completion of returns and payments of fees all licenses.

2.17 Improvement or Expansion of Services

The Contractor and CAPA College shall keep under review, through the Contract period, ways by which the services may be expanded and/or improved.

CAPA College shall decide whether or not to adopt any of the Contractor's proposals.

CAPA College may require the Contractor to implement alterations to the service whether proposed by the Contractor or not.

The Contractor must comply with such requirements unless it would adversely affect their income.

CAPA College reserve the right and without being liable to make any payment to the Contractor to curtail any service which is contrary to the stated aims or objectives of CAPA College.

3. General

The Contractor must continue to provide the service to the reasonable satisfaction of CAPA College throughout the period of the contract irrespective of trading conditions.

The Catering facilities will not to be used for any purpose other than for the functions outlined in the document.

The Contractor will ensure that the legal rights of the public are protected and preserved.

CAPA College will not consider any claim for loss of income as a result of closure of the restaurant due to any circumstances outside the College's control.

Opening hours may be amended by CAPA College to reflect operational requirements.

CAPA College may suspend the service if the Contractor fails to comply with any legal requirements or with any contract specifications.

The Contractor shall not resume provision of the Service until CAPA College is satisfied that the non-compliance has been rectified.

CAPA College will not incur any liability as the result of action taken to suspend provision of service in the event of non-compliance by the Contractor.

The Contractor must exercise energy management practices.

The Contractor must adhere to all COVID 19 Guidance.

The Contract will include a termination clause.





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