



## LEAD MEMBER FOR RESOURCES AND CLIMATE CHANGE

**DECISIONS** to be made by the Lead Member for Resources and Climate Change,  
Councillor Nick Bennett

**MONDAY, 2 MARCH 2026 AT 1.00 PM**

**REMOTE MEETING VIA MICROSOFT TEAMS**

### **AGENDA**

1. Decisions made by the Lead Cabinet Member on 22 January 2026 (*Pages 3 - 4*)
2. Disclosure of Interests  
Disclosure by all Members present of personal interests in matters on the agenda, the nature of any interest and whether the Members regard the interest as prejudicial under the terms of the Code of Conduct
3. Urgent items  
Notification of any items which the Lead Member considers urgent and proposes to take at the appropriate part of the agenda.
4. Award of the School Meals Catering contract for Primary, Special Educational Needs and Disability, Secondary Schools and Academies (*Pages 5 - 18*)  
Report by the Chief Operating Officer
5. Playing field adjacent to the Tilling Green Community Centre - Decision regarding disposal of the freehold interest (*To Follow*)  
Report by the Chief Operating Officer
6. Any non-exempt urgent items previously notified under agenda item 3
7. Exclusion of the Public and Press  
To consider excluding the public and press from the meeting for the remaining agenda item on the grounds that if the public and press were present there would be disclosure to them of exempt information as specified in paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 (as amended), namely information relating to the financial or business affairs of any particular person (including the authority holding that information).
8. Award of the School Meals Catering contract for Primary, Special Educational Needs and Disability, Secondary Schools and Academies - Exempt information (*Pages 19 - 116*)  
Report by the Chief Operating Officer
9. Playing field adjacent to the Tilling Green Community Centre - Decision regarding disposal of the freehold interest - Exempt Information (*To Follow*)  
Report by the Chief Operating Officer
10. Any exempt urgent items previously notified under agenda item 3

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20 February 2026

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*NOTE: As part of the County Council's drive to increase accessibility to its public meetings, this meeting will be broadcast live on its website. The live broadcast is accessible at:*  
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## LEAD MEMBER FOR RESOURCES AND CLIMATE CHANGE

DECISIONS made by the Lead Member for Resources and Climate Change, Councillor Nick Bennett, on 22 January 2026 at Remote Meeting via Microsoft Teams

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Councillors Beaver, Maples and Redstone spoke on item 5 (see minute 48)

### 43. DECISIONS MADE BY THE LEAD CABINET MEMBER ON 5 DECEMBER 2025

43.1 The Lead Member approved as a correct record the minutes of the meeting held on 5 December 2025.

### 44. DISCLOSURE OF INTERESTS

44.1 There were none.

### 45. URGENT ITEMS

45.1 There were none.

### 46. REPORTS

46.1 Reports referred to in the minutes below are contained in the minute book.

### 47. ORBIS SHARED SERVICE REVIEW

47.1 The Lead Member considered a report by the Chief Operating Officer.

### DECISIONS

47.2 The Lead Member RESOLVED to:

- 1) Note the findings and conclusions of the Orbis Service Reviews;
- 2) Agree that consultation with staff on the proposals from the reviews commences; and
- 3) Note that a further report to receive the results from the staff consultation will be presented to the Lead Member once the consultation has completed.

#### REASON

47.3 The reviews of the Orbis IT & Digital, Procurement and Internal Audit functions concluded that given the significant changes to the operating context, the current models no longer meet the current and emerging requirements of the Council (including known and potential future changes due to local government reorganisation).

#### 48. EAST SUSSEX COUNTY COUNCIL ARTIFICIAL INTELLIGENCE POLICY

48.1 The Lead Member considered a report by the Chief Operating Officer.

48.2 It was agreed to include language within the policy at Appendix 1 of the report to reference the environmental impact of Artificial Intelligence (AI), reflecting East Sussex County Council's climate commitments.

48.3 It was agreed to add the words 'business data that is not in the public domain' to the following sentence within the Publicly available AI services section of the policy at Appendix 1 of the report: 'You must not input business data into publicly available AI services.'

#### DECISIONS

48.4 The Lead Member RESOLVED to:

- 1) Approve the East Sussex County Council Artificial Intelligence (AI) Policy as the Council's dedicated framework for the use of AI;
- 2) Note that this policy supersedes the previous approach of relying solely on the Data Protection and Information Security policy for AI governance; and
- 3) Endorse the annual review of the AI Policy by the Corporate Digital Board to ensure ongoing alignment with technological and regulatory developments.

#### REASON

48.5 The East Sussex County Council AI Policy provides a robust, future-proof framework for the responsible use of AI. It addresses the limitations of the previous approach and positions the Council to harness the benefits of AI while managing associated risks.

**Report to:** Lead Member for Resources and Climate Change

**Date of meeting:** 2 March 2026

**By:** Chief Operating Officer

**Title:** Award of the School Meals Catering contract for Primary, Special Educational Needs and Disability, Secondary Schools and Academies

**Purpose:** To seek approval for the award of the School Meals Catering contract

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## **RECOMMENDATIONS:**

The Lead Member is recommended to:

- 1) note the work undertaken regarding the future provision of school meals in East Sussex as set out in this report; and
- 2) approve that the contract is awarded to the highest scoring bidder as set out at paragraph 2.6 of the supporting exempt report later in the agenda.

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## **1. Background**

1.1 The Council's Property team have successfully procured various property related key services to schools which include cleaning, waste and recycling as well as grounds maintenance contracts. These contracts were reprocured in 2023 with commencement dates in Spring 2024. This report focuses on the letting of a new further contract for the provision of schools' meal catering as the current contract expires in August 2026. The school meals catering contract is fully funded by Primary, Secondary and Academy schools. Local Maintained schools are invoiced directly by the contractor, but Academies are invoiced via East Sussex County Council (ESCC) and then recharged by the Contracts Management Team.

1.2 The school meals catering contract has been in place since 2019. The current provider is Chartwells, which in the final year of the contract in 2025 caters for 136 schools. This has seen a slight decrease from 146 schools catered for at the time of the contract award in 2019, therefore, the demand for school meals buy back has remained relatively stable. The contract has largely performed well and has weathered some significant disruption during this time. This includes school closures during COVID, food supply instability and higher inflation during 2022/23, and the Department for Education (DfE) funded portion of the school meal not keeping in line with actual trading conditions to manage the contract.

1.3 There is a small ESCC Contract Property team, with costs being recovered via an annual management fee to schools, which is levied. The Contracts team provide support services for schools that use the catering contract and are the main point of contact for schools and academies. Through auditing, monitoring and engagement, they work closely with the contract provider to deliver a partnership approach to support schools. Collectively, school management fees recover the cost for the following services:

- School kitchen equipment - servicing, repairing, and replacing
- General services – including auditing system
- ESCC Property Contract catering team

- Service to Schools contribution
- Food waste collections

1.4 As part of an early consideration for a future service provision, there was engagement with the Council's Children's Services Department (CSD) via an Education and a 'food for life' working group to get their views about how the organisation could or should support a school meal service to children in East Sussex. CSD are supportive of ongoing service provision of school meals, due to increased food poverty and a need to ensure every child matters. Feedback, via a survey, was also collated and considered from participating schools.

## 2 Supporting information

2.1 The Property contract team have historically secured a healthy buy back for schools and academies over the current contract term (2019-present) one of which is in West Sussex. In total, 136 schools and academies buy into the school meals service. This includes maintained schools who have converted to academies. Furthermore, there is potential for an increase in the number of children qualifying for free school meals (FSM) in the next 2 to 3 years due to wider economic pressures. Due to a Central Government increase in National Insurance employer contributions, there was an additional cost associated with this contract from April 2025; however, this is now included in the overall meal price for the new contract.

2.2 The current school meals contract has historically performed well, with consistent performance and 100% of schools scoring 4 or 5 (out of a possible 5 score) against the overall contract performance via key performance indicators (KPI) and contract monitoring. In addition to this, the contract is monitored quarterly via a performance RAG (Red, Amber, Green) rating tracker, in line with other Soft Facilities Management (FM) contracted services.

### Options considered prior to procurement

2.3 Option 1 **Providing the service inhouse** – this is not a viable proposition for this service unless the Council was to establish a large in-house facilities management service.

2.4 Option 2 - **Procure separate contracts for Primary and Secondary Schools** – This would not offer economies of scale and would therefore not be considered to successfully deliver the service across the county with value for money and service delivery at the forefront. Primary, Special Educational Needs and Disability (SEND) and Secondary schools have varied meal requirements with specific dietary needs, so having a "one school" contract provides economies of scale and robust continuity of service delivery.

2.5 Option 3 – **Don't reprocure the provision.** ESCC education service support the school meal provision so there is consistency, value for money and good choice of school meals. Food Poverty in the county is addressed via this method, ensuring all children receive a nourishing meal, in line with Government guidelines.

2.6 Option 4 - **Procure a new contract for an agreed term** - This is the recommended option to ensure continuation of the service delivery, which is successful and preferred by schools and Academies while continuing to offer value for money and a healthy and nutritious menu. This also allows the Council to explore and interact with potential providers and gauge their interest via market engagement and requests for clarity. This proved to be a great help in scoping and understanding the potential of the service delivery.

2.7 Option 5 - **Accessing a schools meals framework** – the current contracted school meal price has remained stable and competitive when taken in comparison to other local county school meal prices, given the type of meal provision the contract serves. Neighbouring local authorities do not deliver the same service model as ESSC. This makes joining a framework less viable due to the size and requirements of the ESSC contract. Frameworks in this category provide limited flexibility and would not provide the bespoke service, added value and the specific environmental and social value that this contract requires. The Eastern Shires Purchasing Organisation (ESPO) is the most well established framework but, on investigation this does not appear to offer the Council any additional advantages or efficiencies over any of the other viable options. It is likely this may also limit the ability of the Council to bespoke requirements and leverage social value.

2.8 Option 4 was the agreed upon route to market, allowing for the service delivery model to continue and for the bespoke contract specification to be met by bidders. Market engagement was held with contract providers as part of the procurement process to provide greater certainty and assurance of value for money and quality.

#### Key points during procurement

2.9 The success of the current contract is due to consistent contract management which focusses on efficiency, environmental impact, value for money and good service levels. For the new contract, there will be expanded contract management arrangements to ensure additional control and monitoring of contract and KPIs. Contract management meetings will continue to focus on wider climate change outcomes in line with goals that the organisation is pursuing as well as added value for schools.

2.10 The Property and Procurement teams have ensured that key factors were built into the procurement timeline. Critical pre-procurement activities included in the timeline were soft market testing, supplier engagement, engagement with schools to collate feedback and in accordance with the Procurement Act 2023, the procurement process followed the prescribed requirements for the evaluation of tenders at the Invitation to Tender (ITT) stage. All submissions were assessed against the published evaluation criteria to ensure a fair, transparent, and proportionate assessment. To be clear that the contract will be fully operational in August 2026, a period of engagement took place with schools and academies to ensure feedback was gathered and critical information was recognised ahead of contract specification, evaluation and award. A contract management plan will be created and monitored during the lifespan of the contract, as will a risk register in addition to the standard contract management tools used by the Property contracts team.

2.11 The Council seeks to support its ambitions to become net zero, by 2050 at the latest and this is set out in the [East Sussex County Council Climate Emergency Plan 2025-2030](#). Under Section 6 of the Plan, it seeks to focus on procurement of services and how they can reduce carbon emissions. This is known as reducing Scope 3 emissions. The contract is currently one of the Council's Top 10 contracts regarding Scope 3 emissions. Wider sustainability impacts have also been addressed within the procurement and contract, such as food production and supply, food waste and use of energy and resources, such as water. This contract will fully support the Council's climate change commitments, and it was specified that tenders should have a contract focused climate and carbon reduction plan that aligns with ESSC's. Property contracts team will also continue to work with food partnership groups and Procurement colleagues to drive down Scope 3 emissions in relation to this contract.

2.12 Delivering on the government's manifesto commitment to ensure state primary schools offer free breakfast clubs to all pupils, DfE is starting a national roll out of free breakfast clubs from April 2026. A further 2,000 new schools will join the 750 schools already successfully delivering free breakfast clubs across the country. While some schools choose to self-deliver this service, this was

included in the winning bidder's submission and if the contract is awarded to the winning bidder, will be further supported and explored during the contract lifecycle.

### Award of new Contract (TBC)

2.13 In accordance with the Procurement Act 2023, the procurement process followed the prescribed requirements for the evaluation of tenders at the Invitation to Tender (ITT) stage. All submissions were assessed against the published evaluation criteria to ensure a fair, transparent, and proportionate assessment (Appendix 1). There were 3 bids submitted and, following a period of request for questions (RFQ) and a period allowing ESCC to ask for clarification on certain answers submitted, evaluation of submissions and a period of moderation took place in January 2026. The bid criteria were based on 60% quality and 40% price.

2.14 The new school meals catering contract will run for an initial period of 5 years, with an optional extension for a further 2 years, based on performance, quality and value for money. The decision to potentially extend after the first 5 years will be governed by the contract management monitoring during the initial term and will reflect on KPI performance, value for money, added value and feedback from schools and Education colleagues.

2.15 Strong contract management will record performance from the mobilisation phase to the proposed extension, and will provide a robust overview of contract performance, carbon reduction and climate change goals progression, innovation via the provider, value for money and overall contract delivery.

2.16 Regular feedback sessions will be held via school bursars and annual Service to Schools conferences to get valuable feedback on the contract and the delivery of this critical service. Monthly and quarterly management meetings will continue between the Property contract team and supplier to ensure the contract is performing efficiently, and in line with the contract specification. A risk register will also be put in place, along with a detailed contract management plan to monitor and manage the lifecycle of this new contract.

### **3 Conclusions and reasons for recommendations**

3.1 There is a consistent requirement for the school meals contract to deliver a high-quality bespoke menu, whilst continuing to provide schools and academies with value for money and a high level of service delivery and support. This standard is met by the highest scoring bidder. The Lead Member is therefore recommended to approve the award of contract to the highest scoring provider, noting that a full competitive procurement exercise was undertaken and bids were scored against the evaluation criteria.

**ROS PARKER**  
**Chief Operating Officer**

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### BACKGROUND DOCUMENTS

None

## Section 6: Evaluation Criteria & Methodology

### 3. EVALUATION CRITERIA AND METHODOLOGY

#### *CENTRAL DIGITAL PLATFORM*

- 3.1. As a public body, the Council is required to use the Central Digital Platform (the national platform hosted and maintained by the Cabinet Office) for supplier exclusion and registration purposes.
- 3.2. The Central Digital Platform can be accessed here: [Find a Tender](#)
- 3.3. The Council cannot provide guidance nor technical support for the Central Digital Platform.
- 3.4. Bidders that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Bidders which are relevant for the purposes of this Procurement.
- 3.5. Bidders must notify the Council immediately if you are unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform. This includes:
  - Basic Information: Name, address, Companies House number (or equivalent, e.g. Charity number), VAT Number (if applicable), relevant qualifications or trade assurances and whether the organisation is a SME, VCSE or public mutual.
  - Financial information: Copies of your accounts from the most recent financial years.
  - Connected Persons: Names, addresses and details on any connected persons to the business (e.g. persons with significant control). These are individuals or organisations who have influence or control over the supplier.
  - Exclusions: Details of any discretionary or mandatory exclusions for the supplier or connected persons as set out in schedules 6 & 7 of the Procurement Act 2023.
- 3.6. Tenders will be evaluated by assessing the following:

*CONDITIONS OF PARTICIPATION (PROCUREMENT SPECIFIC QUESTIONNAIRE)*



**If you are not able to evidence that you meet the conditions of participation when requested your application will be rejected.**

- 3.7. These requirements relate to the minimum levels of business standing or capability required by the Council. They are assessed on a pass/fail basis to determine whether a Bidder does or does not meet the minimum mandatory requirement. The Council's minimum requirements or compliance are detailed further in the Procurement Specific Questionnaire.

<b>Procurement Specific Questionnaire</b>	
Preliminary questions	For Information Only
<b>Part 1</b>	
Confirmation of Core Supplier Information (including Mandatory and Discretionary exclusion grounds)	Pass / Fail
<b>Part 2 – Additional Exclusions Information</b>	
2A) Associated persons	Pass / Fail
2B) List of all intended sub-contractors (if applicable)	Pass / Fail
Confirmation of Ground for Exclusions	Pass / Fail
<b>Part 3 – Questions relating to Conditions of Participation</b>	
Financial Capacity	Pass / Fail
Insurance Cover	Pass / Fail
Legal Capacity	Pass / Fail
Technical Ability – Contract Examples and Relevant Experience (Case Studies)  Proven track record and extensive knowledge and experience of providing services relevant to the requirement.	Pass / Fail
Supply Chain Payment	Pass / Fail
Health and Safety	Pass / Fail
Carbon Reduction	Pass / Fail
Modern Slavery	Pass / Fail
GDPR	Pass / Fail
Conflict of Interest	Pass / Fail

- 3.8. If a Tender receives a fail or does not achieve the minimum score for any question, the Tender may be rejected, unless further assurance can be gained.

The Council reserves the right to ask for additional information to moderate evaluations and to complete due diligence.

Term	Typical Characteristic
Fail	Bidder's submission is fundamentally absent or limited and is lacking in relation to a significant proportion of the requirement. The Bidder may not be of suitable standing to fulfil the contract or operate in compliance with legislative requirements. The information provided does not address or only partially meets the Council's requirements / evaluation criteria as detailed above.
Pass	Bidder's submission demonstrates, complies with, and evidences the Council's requirements / evaluation criteria / legislative compliance as detailed above at a reasonable to high standard.

#### *EVALUATION OF FINANCIAL STANDING*

- 3.9. The Council has set a minimum requirement for bidders' Economic & Financial Standing for this contract in order to ensure:
- Bidders have sufficient resources to support a contract for which they have applied and;
  - Bidders are financially sound and potentially stable enough to remain in-business for the duration of the contract.
- 3.10. It should be noted that the Council reserves the right to re-evaluate any Bidder's financial standing, at any time up to contract award, to confirm that it meets with our minimum requirement.
- 3.11. Further details on how bidders need to demonstrate that they meet the Council's minimum requirement in relation to Financial Standing can be found in Section 7.

#### *EVALUATION OF RELEVANT EXPERIENCE (Case Study and Reference)*

- 3.12. The Council have requested bidders to provide 2 case studies as well as details of the relevant references for those case studies.
- 3.13. The case studies will be assessed against the scoring method below and each case study must achieve a score of 2 or higher on the scoring methodology to achieve a pass. This will involve looking at the following areas:
- A. Scope, relevance and scale of contract delivered
  - B. Response from the case study / referee to the following:
    - Ability to deliver in line with the specification.
    - Ability to deliver in line with the agreed outcomes.
    - Overall performance against KPI or service levels.
    - Accuracy of information and service provided.

- Communication with stakeholders.
- Added / Social value or innovation delivered.
- Ability to improve environmental impact of delivering services / goods / works.

3.14. No separate scoring / weighting or threshold is given for the references provided. References may be used to ensure the efficacy of the case studies submitted by referring to the original client in order to confirm the assessment made by the evaluation panel.

#### *MINIMUM REQUIREMENTS & STANDARDS*

3.15. These requirements relate to the minimum levels of regulatory or standards compliance as set out in the Specification. Bidders are requested to review the Procurement Documents and any relevant appendices and confirm that they are able to meet or will be able to meet these minimum requirements and standards if their bid is accepted by the Council.

3.16. This is assessed on a pass/fail basis to determine whether a Bidder will or will not meet the minimum requirements.

3.17. If the tender receives a fail or does not achieve the minimum score for any question, the Tender may be rejected, unless further assurance can be gained. The Council reserves the right to ask for additional information to moderate evaluations and to complete due diligence.

#### *EVALUATION OF QUALITY QUESTIONNAIRE*

3.18. Bidders who successfully gain a pass in all pass/fail elements will then have their submission assessed for quality and cost against the award criteria.

3.19. The award criteria (and any sub-criteria) are weighted as follows:

Criteria (Quality Response)	Question #	Weighting Available
<b>METHODOLOGY: SERVICE REQUIREMENTS</b>	1	6%
	2	6%
	3	3%
	4	3%
<b>MOBILISATION</b>	5	3%
<b>STAFFING AND RECRUITMENT</b>	6	5%
	7	6%
<b>MANAGEMENT AND PERFORMANCE</b>	8	3%

	9	3%
<b>CONTINUOUS IMPROVEMENT &amp; ADDED VALUE</b>	10	6%
	11	6%
	12	2.5%
	13	2.5%
<b>SOCIAL VALUE</b>	14	5%
<b>Quality Weighting Total</b>	<b>60%</b>	
<b>Price / Cost Weighting Total</b>	<b>40%</b>	
<b>Total Weighting</b>	<b>100%</b>	

<b>Price Evaluation</b>		
<p>The Price element of the Award Criteria for this procurement carries 40% of the overall weighting, this is separated into the following sub criteria:</p>		
i.	Primary School Meal Price	20%
ii.	Secondary School Meal Price	5%
iii.	Core Tariff List	15%
<p>Total costs submitted for each sub criteria above will be weighted with the lowest cost bid receiving the full weighting for each sub-criteria and all other Service Providers price for this sub criteria receiving a pro-rata weighting when compared to the lowest cost bid.</p>		
<b>CORE TARIFF LIST:</b>		
<p>This schedule requires bidders to give pricing for each item in the tariff list, all items must be priced and where reference is made to a specific brand or product an alternative equivalent may be offered but must be priced. The evaluation of this list will be based on the total cost of all items being used for the purposes of identifying total price for this sub-criteria.</p>		
<b>CAPTIAL INVESTMENT:</b>		
<p>We require all bidders to confirm that they will deliver £150,000.00 per annum of Capital Investment during the term of the contract. This is a Pass/Fail element and can be found on Worksheet 3 of the Price Schedule.</p>		
<p><b>BIDDERS NOTE:</b> The pricing schedule asks for bidders to consider offering a price to provide the Primary School meals to Food for Life Silver Standard. This price will not be evaluated as part of the overall evaluation methodology and only the price for FFL Bronze will be used to determine the weighting for the Primary School Meal Price sub criteria. The price is requested for information only and if the winning bidder offers a FFL Silver price at the same meal price as FFL Bronze this proposal will be considered.</p>		

The following is a working example (please note figures shown are indicative and do not represent the expected value or price for each sub criteria).

A working model illustrating the above is provided below;

	<b>Service Provider A</b>	<b>Weighted Score</b>	<b>Service Provider B</b>	<b>Weighted Score</b>
Primary School Meal Price	£10.00	20%	£11.00 (10/11*20)	18.18%
Secondary School Meal Price	£5.00	4.5%	£4.50 (4.5/5*5)	5%
Core Tariff List	£1000	15%	£1400 (1000/1400*15)	10.71%
Capital Investment Proposed	£150,000	Pass	£150,000	Pass
<b>Total Weighted Score</b>		<b>39.5%</b>		<b>33.89%</b>

### SCORING METHODOLOGY

- 3.20. Individual questions not assessed on a pass/fail basis will be scored on the basis of the scoring method in the table below, with the total score aggregated in relation to its criteria weighting.
- 3.21. The Council reserves the right to reject any Bidder who scores 0 for any question.
- 3.22. All weighting for quality and price will be calculated to a maximum of two decimal points.
- 3.23. The evaluation of bidder's quality response will be undertaken by a panel of officers within the Council, with each panel member scoring responses individually. The Council may involve other external stakeholders in this process.
- 3.24. The evaluation panel will not give any allowances in the evaluation in relation to previous or current knowledge of bidders. Therefore, please ensure that you complete all questions fully as previous knowledge or experience will not be taken into account when evaluating bids and assumptions will not be made by officers or the evaluation panel when assessing your bids suitability.
- 3.25. Answers will be assessed against the requirements detailed in the specification, this ITT and terms and conditions. Bidders will also be assessed within these criteria as to how well they have understood the needs, objectives and priorities of the Council.

Score	Classification	Definition
0	No response	No response at all or insufficient information provided in the response such that the response is totally un-assessable and/or incomprehensible. The response is considered non-compliant with the requirements or minimum standards.
1	Unsatisfactory response	Substantially unacceptable response which fails in several significant areas to meet the Council's requirements. Little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate the Bidder's ability (methods, expertise, skills and/or resources) to provide the services and/or considerable reservations as to the Bidder's ability (methods, expertise, skills and/or resources) to deliver the requirements.
2	Partially acceptable response	Weak response which does not fully meet the Council's requirements. Response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support and demonstrate the Bidder's ability (methods, expertise, skills and/or resources) to provide the services. Some major reservations or weaknesses which gives a lack of assurance that requirements will be met.
3	Satisfactory and acceptable response	Response largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support and demonstrate the Bidder's ability (methods, expertise, skills and/or resources) to provide the services. Some minor reservations or minor weaknesses which although offers assurance the requirements will be met with only minor reservations.
4	Fully satisfactory /very good response	Response fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided. Provides full confidence in the Bidder's ability (experience, expertise, skills and/or resources) to provide the services.
5	Outstanding response	Response fully addresses and meets the Council's requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; and, in addition, demonstrates methods, expertise, skills or resources that provided added value above the stated requirements, and which are relevant to the Council's requirements. Gives excellent assurance to the Council that requirements will be met in full.

*SOCIAL VALUE EVALUATION*

- 3.26. Tenders will be evaluated using the bidder's submission of the Social Value Measurement Charter.
- 3.27. Proposals received in response to this Procurement will be evaluated on the basis of the Bidder's commitment to delivering Social Value in the local area calculated by reference to the aggregate financial value of the measures selected.
- 3.28. The Bidder offering the highest Social Value will achieve the maximum percentage (%) for the social value element. Tender Submissions offering less Social Value will receive a proportional score based on the amount lower they are than the Tender Submission scoring highest for Social Value.
- 3.29. Further guidance is available in the Social Value Measurement Charter.

#### *MODERATION*

- 3.30. Bidders' quality responses will be evaluated by a panel of officers individually.
- 3.31. The panel will then meet to moderate scores and agree on a consensus score for each criteria / question.
- 3.32. The moderation will be overseen by the procurement lead.

#### *COMMERCIAL EVALUATION*

- 3.33. The price element of the commercial response has a weighted overall score of **40%**.
- 3.34. Each individual item shall have a rate entered against it. All rates shall be expressed to two decimal places and quoted in GBP.
- 3.35. The prices and rates inserted in the Pricing Schedule are to be inclusive of all costs and expenses required for the provision of Service specified. A price or rate must be entered against every item in the Pricing Schedule or the word 'Nil' or 'included' written where not priced.
- 3.36. The Pricing Schedule will be scored based on the Bidder that submits the lowest overall price as illustrated in the Main Summary with the lowest overall price achieving the maximum available score (expressed as a percentage). Higher priced Tenders will receive a proportional score based on the amount higher they are than the lowest priced Tender, calculated as follows:

*Bidder A's score (Lowest Price) = Maximum available % (the Baseline)*  
*Bidder B's score (Higher Price) = Lowest Price (A) ÷ Higher Price (B) x Baseline (%)*

#### *CLARIFICATIONS*

- 3.37. During bid analysis, the Council shall be allowed to request from Bidders any clarification(s) and/or information(s) needed to evaluate the bids, including but not limited to business standing, technical and commercial responses but shall not be permitted to request or permit any Bidder to supplement or change the substance or price of their bid.
- 3.38. Failure to respond within the stated time to any clarification may result in your submission being rejected.
- 3.39. In addition, as part of the evaluation process the council reserves the right to invite bidders to attend a clarification meeting, if required.
- 3.40. We will invite the highest scoring bidders to attend a clarification meeting (the ultimate number will depend on the closeness of initial evaluation scores).
- 3.41. You are responsible for all your expenses when attending such meetings (whether virtual or in person).
- 3.42. The meeting will be held to gain clarification on areas of the bid submitted. The content of the meeting will not carry its own weighting, but the information given will provide the Council with the clarity to moderate the scores given by the evaluation panel in respect of the written Tender.
- 3.43. The meeting, if required, will last approx. 1 - 1½ hours in total, depending on amount of clarification and questions needed.
- 3.44. Bidders must ensure they are able to attend as an alternative may not be offered. Bidders should include members of the team who will be responsible for the delivery of the contract and service.
- 3.45. The date and time of the meeting will be sent to shortlisted bidders as soon as possible after initial evaluation of bids along with any additional instructions. The meeting will be held virtually via Microsoft Teams or at the Councils main headquarters.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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