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| ***Request for Proposals******Insert School Logo*** ***Request for Proposals for the Provision of Hot Meals under the School Meals Scheme*** ***Insert School Name******Insert School Adress and Roll No.*** |

# *Section 1: Key Information*

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| F:\ICONS GMRFx\Icons_Location.png | This Request for Proposals (RFP) is an invitation to suppliers/service providers to submit a proposal for the  **Request for Proposals for the Provision of Hot Meals under the School Meals Scheme**  to **“Insert School Name”.** |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Calandar.png | Below is our timeline for this RFP.

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| **Deadline for Proposals:** | Click here to enter a date. **by 17:00 hrs** |
| **Anticipated Contract start date:** | Click here to enter a date. |

1. A site visit to **“Insert School Name”** is a requirement as part of the RFP process.

A site visit to view the facilities at the school will be held on **Click here to enter a date.** Appointments must be made in advance. Service providers wishing to make an appointment may do so by contacting the Principal at “**insert email address”.**1. The term of the contract will be awarded for a period of **“insert length of contract proposed”**
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| F:\ICONS GMRFx\ICONS dark grey\Icons_Contact book.png | All enquiries **must** be directed to our school’s nominated Point of Contact. We will manage all external communications through this Point of Contact only.**Our Point of Contact****Name**: **Click here to enter text.****Email address/ Phone Number:** **Click here to enter text.**  |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Pencil.png | 1. You **must** use the Response Form provided.
2. You may only include product brochures and appendices that are relevant to your response
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| F:\ICONS GMRFx\ICONS dark grey\Icons_Home.png | 1. Proposals must only be submitted by email/electronically to the following email address:

**Click here to enter text.**Proposals sent by post or fax, or hard copy delivered to our school, **will not be accepted** |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Key.png | 1. **Offer Validity Period:** In submitting a proposal, the supplier/service provider agrees that their proposal will remain open for acceptance by the school for **Click here to enter text** calendar months from the Deadline for Proposals.

This RFP is subject to our standard terms and conditions a copy of which is available at Appendix 2 of this RFP document.  |

# *Section 2: Requirements*

The Board of Management of **“Insert School Name”** is seeking proposals for the provision of Hot Meals under the School Meals Scheme through the Department of Social Protection (DSP) and is dependent on the level of DSP funding approved for **“Insert relevant academic year”**.

**“Insert School Name”** intends to facilitate the availability of this service for hot meals each day of the school year for “**insert number of students”**. The school calendar will be furnished to the successful company at the beginning of each school year.

Funding under the Schools Meals Local Projects Scheme is based on a rate of payment per meal, per child, per day.

The current rates of payment are as follows:

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| **Meal** | **Max Rate of Payment (per student per day)** | **Examples of Food to be Provided****Any menu proposed in the tender submission MUST be in line with the specifications in the tables below.** |
| **Hot Meal** | **€3.20** | Hot Meal: As per nutritional standards document linked below:<https://www.gov.ie/pdf/128268/?page=null> These Standards recommend that using the Food Pyramid as a guide, every Hot School Meal should contain:1. servings of vegetables, salad or fruit. Seasonal variety should be available.

1 serving of wholemeal cereals, breads, potatoes, pasta (Incl. brown) and rice (Incl. brown)1 serving of meat, poultry, fish, egg, beans and nutsExamples of food to be provided in a Hot School Meal are: • a serving of meat (50-75g), poultry (50-75g), fish (100g), eggs (2), beans/peas/lentils (120g) or cheese (25g) for vegetarian options• a serving of cooked vegetables (80g)• a serving of fruit: apple, pear, orange or banana (approx. 80g – smaller child size servings for younger children). • a serving of potatoes (2 medium or 4 small; 100-120g), pasta, rice or noodles - all cooked (1 cup or approx. 90g) |

The Department of Health has indicated that the Food Pyramid should be followed in the case of

healthy eating for children in schools. This can be accessed at

* <http://health.gov.ie/wp-content/uploads/2017/09/nutrition-guidelines-full.pdf>
* <http://www.healthyireland.ie/wp-content/uploads/2016/12/M9617-DEPARTMENT-OF-HEALTH_Food-Pyramid-Poster_Advice-Version.pdf>

 *There is a small kitchen currently available for use by food providers. This kitchen is small and is not suitable for the preparation of food on site. (Kitchen size 3m 160 x 3m 280cm)*

*“The items are to be prepared* ***off site*** *and* *delivered to the school daily. The service provider will be fully responsible for ensuring that optimum temperature controls are adhered to at all stages, including any reheating and serving. Service providers will be required to distribute the meals to each classroom in a timely manner in advance of the student’s relevant lunch time. Food should be at the classrooms, ready to eat, at the beginning of this 15-minute period. The successful service provider must be fully responsible for the staffing, management, and operation of the food service and is fully responsible in complying with all statutory obligations with respect to the implementation of a food safety management system based on the principles of HACCP.The school will agree with the successful service provider on the most appropriate distribution system for the school. All food must be prepared off-site. We require an efficient setup with food well presented. Clean up after service provision is also expected. It is intended to award a contract to a single service provider. A high quality, flexible and responsive service is required combined with continuous improvement and innovation for the* ***(xx)*** *weeks of the year in which the school operates.”*

***OR***

*“The items are to be prepared* ***on site*** *and the service provider may be required to review the existing canteen provision at the site visit and to install and or replace any necessary equipment (not without prior communication with the school representative) to ensure the provision of a fully equipped canteen in the proposed location along with having the facility and staff ready to commence service on “****insert date”****. The successful service provider must be fully responsible for the staffing, management, and operation of the food service and is fully responsible in complying with all statutory obligations surrounding the implementation of a food safety management system based on the principles of HACCP. Meals are*  *required to be delivered/available to each classroom in a timely manner in advance of the student’s relevant lunch time. Food should be at the classrooms, ready to eat, at the beginning of this 15-minute period. The school will agree with the successful service provider on the most appropriate distribution system for the school. We require an efficient setup with food well presented. Clean up after service provision is also expected. It is intended to award a contract to a single service provider. A high quality, flexible and responsive service is required combined with continuous improvement and innovation for the* ***(xx)*** *weeks of the year in which the school operates.”*

The successful service provider must be fully responsible for the staffing, management and operation of the food service and is fully responsible in complying with all health and safety legislation as stated below by the FSAI [Home | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/)

* Service Providers must comply with the rules regarding [food allergens](https://www.fsai.ie/business-advice/running-a-food-business/allergens)
* Be responsible for always ensuring [food safety and hygiene compliance](https://www.fsai.ie/business-advice/running-a-food-business/food-safety-and-hygiene)
* Be responsible for implementing and maintaining [food safety management system based on HACCP](https://www.fsai.ie/business-advice/running-a-food-business/food-safety-management-system-%28haccp%29)
* Be responsible for ensuring hot meals arrive to designated rooms where students will eat their lunch. Delivery to all should be undertaken within a fifteen-minute timeline. The successful tenderer must ensure lunches are at the correct temperature to eat upon delivery as stated by the FSAI [Temperature Control | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/business-advice/running-a-food-business/caterers/temperature-control)
* Be responsible for ensuring all food served is monitored for time and temperature control records, delivery records, cooking temperatures, cleaning charts. These records must be available for inspection by the Environmental Health Officer (EHO) and school when requested.
* Be responsible for the supply, operation and maintenance of all equipment (where current equipment does not suffice)
* Be responsible for a healthy, nutritionally balanced comprehensive menu.
* Be responsible for the clean-up of all cooking and dining areas each day, free of litter and food debris at all times and that the tables are cleaned after each sitting
* Be responsible for the sorting and disposal of food waste, rubbish, packaging (preferably washable and re-useable) and recyclable materials will be the sole responsibility of the successful service provider, with all items being removed from the school site at the successful service provider’s expense.
* All proposals should clearly detail the option(s) each service provider is proposing regarding the preparation, delivery, and distribution of hot meals. It is preferable that food items are prepared fresh from raw ingredients, rather than pre-packed, for example freshly baked scones.
* The responsibilities of those persons, and a clear timeframe for the daily on-site distribution of hot meals, as well as the collection/disposal of waste and packaging that cannot be washed and re-used etc. should be detailed comprehensively in the response under Criterion A ‘Quality of Service Provision & Variety of Items Proposed’.
* The collection of all items affiliated with the service provision, as in leaving the classroom as it was before hot meals were delivered, will include basic hygiene standards and personal hygiene standards among the foodservice staff as a minimum, including any COVID-19 health precautions which may be required. These standards must be maintained on an ongoing basis.
* The successful service provider will be accountable to the Principal and Board of Management of “Insert School Name” for the quality and safety of the food service provided, including any ongoing improvements that need to be made.

**“Insert School Name”** welcomes all proposals on the provision of hot meals in the school. However, it should be noted that the menu must be in line with the School’s Healthy Eating Policy. The provision is to begin in **“Insert Preferred Date”** (specific date to be agreed).

# *Section 3: Evaluation Approac**h*

## *Pre-Conditions/Minimum Requirements*

The evaluation model that will be used in this project will be to shortlist only those proposals that meet the pre-conditions and are capable of full delivery on time. These then will be assessed objectively against the stated award criteria (putting higher weightings on more important criteria) to arrive at the highest score, i.e. the preferred option.

Each proposal **must** meet all these pre-conditions.

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| **Pre-conditions/Minimum Requirements** |
| **A - Technical and Professional Ability****i. Previous Experience**Service Providers must, upon request and without delay, provide the supporting documentation specified below to the Contracting Authority in each case. All Service Providers must demonstrate that they have the required level of experience to provide high quality services of a similar type to those sought herein. **Evidence Required**List and describe details of the principal services provided in the past 3 years, (public or private), similar in nature, scale and value to the services being sought in this RFP - a minimum of two examples of those confirmed must be provided. Please complete the following information for each referenced contract.(i) Client name (ii) Detailed contract description (iii) Contract start/finish dates (iv) Range of food provided (v) Operating hours per day/per week (vi) Outline how this contract is comparable with the contract being proposed. (vii) Details of the structure of the organisation (including the number of staff) and subcontractors.**B – Economic and Financial Standing****i. Tax Clearance**It will be a condition of any Services Contract pursuant to this RFP that the successful service provider **must**, for the term of such contract(s), comply with all EU and domestic tax laws. Service Providers are referred to www.revenue.ie for further information. Prior to the award of any Contract arising out of this RFP, the successful service provider will be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful service provider acknowledges and agrees that the Contracting Authority i.e. **“Insert School Name”** has their permission to verify its tax cleared position online.**Evidence Required****Prior to the award** **(ONLY)** of any contract arising out of this public procurement competition, the successful tenderer must provide current certifications and documentary evidence of all the above regulations, legislation and guidelines being adhered to in their current practices.**ii. Insurance**The successful service provider shall be required to hold for the term of the Services Contract the following insurances:

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| **Type of Insurance** | **Indemnity Limit** |
| Employer’s Liability | €12.7 Million |
| Public Liability | €6.5 Million |
| Product Liability | €6.5 Million |

Service Providers confirm, that if awarded a Services Contract under this RFP, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified above. A formal confirmation from the service provider’s insurance company or broker to this effect will be requested from the successful service provider prior to the award of (and shall be a condition of) any Services Contract.**Evidence Required****Prior to the award** **(ONLY)** of any contract arising out of this public procurement competition, the successful tenderer must provide current certifications and documentary evidence of all the above regulations, legislation and guidelines being adhered to in their current practices.**C-Certification**Service Providers must confirm compliance with the following regulations:**i.** Declaration of Compliance of Statutory Obligations including Compliance with Hazard Analysis & Critical Control Point (HACCP) Appointed service providers will be required to put in place the following standards based on the HACCP regulations as detailed below in respect of:* Cleaning and sanitation
* Personal Hygiene and Training
* Deliveries, Storage, Distribution and Transport
* Sustainable Energy & Waste Management
* Zoning (Separation of activities to prevent potential food contamination)
* Management of Allergens and customer facing declarations on same.

**ii.** Service Providers must confirm compliance with the following Legislation as outlined by the FSAI in relation to the below.* [Allergens - Advice for Businesses | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/business-advice/running-a-food-business/allergens)
* [Additives](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Additives)
* [Chemicals in food](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Chemicals-in-food)
* [Food Contact Materials](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Food-Contact-Materials)
* [Enforcement by Competent Authorities](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Enforcement-by-Competent-Authorities)
* [Food innovation](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Food-Innovation)
* [Microbiological criteria](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Microbiological-Criteria)
* [Microbiological hazards](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Microbiological-Hazards)(food poisoning bacteria and viruses)
* [Shelf-life](https://www.fsai.ie/Business-Advice/Running-a-Food-Business/Food-Safety-and-Hygiene/Shelf-life)

**iii.** Service Providers must confirm compliance with the following Legislation* Employment Equality Acts 1998-2011
* Equal Status Acts 2000-2011
* National Minimum Wage Act 2000 as amended
* Organisation of Working Time Act 1997 as amended
* Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007
* Disability Act 2005
* Regulation EC/852/2004 on Hygiene of Foodstuffs
* Regulation SI. 489/2014 on Allergan Labelling
* Regulation EC 178/2002 Traceability and Recall

**iv. Implement recommendations as outlined in:*** I.S. 340:2007&A1:2015 – NSAI Hygiene in the Catering Sector and
* I.S. 341:2007 Hygiene in Food Retailing and Wholesaling
* Chapter 9 – An Action Plan on Green Public Procurement (Food Waste Element)
* New Directive on Healthy options in food (Calorie Counting)

**Evidence Required****Prior to the award** **(ONLY)** of any contract arising out of this public procurement competition, the successful tenderer must provide current certifications and documentary evidence of all the above regulations, legislation and guidelines being adhered to in their current practices.**v. Staffing**Service Providers will always be expected to apply adequate staffing resources to meet the demands of the service. In addition, the staff nominated to operate at the school must: have undergone the relevant training in accordance with the standards published by the National Standards of Ireland (NSAI) (or equivalent) which are available at [www.nsai.ie](http://www.nsai.ie/) and summarised hereunder:1: Food Safety Training Level 1: Induction Skills or equivalent 2: Food Safety Training Level 2: Additional Skills or equivalent3: Food Safety Training Level 3: Food Safety Skills for Management (Food Service, retail and manufacturing sectors)All Tenderers must demonstrate that the staff proposed/hired be technically and professionally qualified to the standards above referenced one to three by completing the details in the Tender Response Document. **Evidence required** |

## *Qualitative Award Criteria*

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| **Qualitative Criteria** | **Weighting** | **Max. Score** | **Min. Score** |
| **A. Quality of Service Provision & Variety of Items Proposed**  | **60%** | **600 marks** | **360 marks** |
| Each Service provider is required to document each step, in words and imagery in relation to operation of the service on a typical school day in providing a catering service to this school. The response should include but is not limited to the following: Flexible advance ordering options; Food preparation for the specific requirements; Packaging/containers/procedures for ensuring the food is always kept at optimum temperatures before & while delivery is taking place; Serving, Cleaning, Waste management plan; Sustainability plan, in particular a commitment to reducing plastics and non- recyclable materials in package and food service; Sample paperwork & invoicing; Identify any key challenges envisaged in any or all the step.  | **30%** | **300 marks** | **180 marks** |
| The plan must be further demonstrated by including their overall approach comprehensively to the following requirements: The variety on offer: Meat and meat alternative options, including other food items on offer, to accommodate those with food intolerances, and allergies. For the purposes of the menu plans, service providers are asked to focus on those options upon which funding has been allocated, and how they plan to maximise and maintain a high standard of quality, freshness and preserve the nutritional content of food items proposed.  | **30%** | **300 marks** | **180 marks** |
| **B. Health, Safety & Environment** | **30%** | **300 marks** | **180 marks** |
| * The proposal should address the service provider method for adhering to legislation relevant to health and safety and the environment, training and support given to their staff (in relation to greater use of sustainable food), specific to the food service industry when performing the services.
* How the Service provider proposes to manage the service, ensuring at all stages that health and safety legislation and compliance is strictly adhered to and their proposal to resolving any complaints/incidents in relation to (but not limited to) food products, foreign materials or customer complaints of a medical nature (i.e., food borne illness).
 | 30% | 300 marks | 180 marks |
| **C. Contract Performance Management & Reporting**  | **10%** | **100 marks** | **60 marks** |
| Each Service provider is required to provide a clear procedure for their contract performance management and reporting, which must include but not be limited to the following: * Resourcing, and how additional staff are organised to cover during staff holidays and sickness.
* Proposal for engagement and reporting, including escalation procedures
 | 10% | 100 marks | 60 marks |

**NOTE 1:**

Service Providers should clearly understand that their proposal must achieve a **minimum score equal to or greater than 60%** of the marks available in each of the service delivery criteria (i.e., award criteria **A, B and C** above) to avoid elimination from this RFP. 5-mark system will be used. A mark will be awarded to each criterion from 0 to 5. This mark, or multiplier, will be used to calculate the score to be awarded.

**A 5-mark system will be used. A mark will be awarded to each criterion from 0 to 5. This mark, or multiplier, will be used to calculate the score to be awarded.**

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| **Score/Multiplier** | **Characteristic of Response** |
| **91-100%** | **An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.** |
| **80-90%** | **A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.** |
| **60-79%** | **A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.** |
| **30-59%** | **A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.** |
| **1-29%** | **A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.** |
| **0** | **No response** |

**Tenderers must achieve the Minimum Weighted Mark for each and all qualitative criteria to pass to the next stage of the Competition for the Lot. Tenderers who fail to achieve the Minimum Weighted Mark (60%) in a Qualitative Award Criteria will be eliminated from the Competition.**

**Tenderers should ensure their proposals contain all the information referenced in respect of the award criteria above and detailed elsewhere in this document. This is to enable the Contracting Authority to make a full and fair assessment of their proposal.**

# *Section 4: Financial Arrangements*

**“Insert School Name”** **does not** require payment of a concession fee for the duration of the contract as funding is provided for the School Meals Local Projects Scheme through the Department of Social Protection (DSP).

*A contribution for utilities of €xx per week is payable to the school. This will cover the costs of Heat, Light, Gas, Water and Electricity applicable to the provision of catering service on the premises but may be subject to negotiation over the lifetime of the contract. There are no separate utility meters in the building.*

***Please note: The Schools Meals Programme is subject to funding from the Department of Social Protection – should funding be cut then this will impact on the provision of this service. Service providers are asked to note that should funding for this scheme be withdrawn then the contract will cease.***

**Rates**

Funding under the Schools Meals Local Projects Scheme is based on a rate of payment per meal, per child, per day. The current rates of payment are as follows:

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| **Meal** | **Max Rate of Payment** | **Examples of Food to be Provided****Any menu proposed in the submission MUST be in line with the specifications in the tables below.** |
| **Hot Meal** | **€3.20** | Hot Meal: As per nutritional standards document linked below:<https://www.gov.ie/pdf/128268/?page=null> These Standards recommend that using the Food Pyramid as a guide, every Hot School Meal should contain:1. servings of vegetables, salad or fruit. Seasonal variety should be available.

1 serving of wholemeal cereals, breads, potatoes, pasta (Incl. brown) and rice (Incl. brown)1 serving of meat, poultry, fish, egg, beans and nutsExamples of food to be provided in a Hot School Meal are: • a serving of meat (50-75g), poultry (50-75g), fish (100g), eggs (2), beans/peas/lentils (120g) or cheese (25g) for vegetarian options• a serving of cooked vegetables (80g)• a serving of fruit: apple, pear, orange or banana (approx. 80g – smaller child size servings for younger children). • a serving of potatoes (2 medium or 4 small; 100-120g), pasta, rice or noodles - all cooked (1 cup or approx. 90g) |

# *Appendix 1: Specification of School Requirements*

## *Overview of School*

**Insert Brief paragraph about school i.e. school location, student enrolment, ethos etc.**

## *General Requirements*

1. **“Insert School Name”** is seeking proposals for the preparation and supply of snacks and lunches to the school building. Suppliers will be required to outline their proposed methodology on the operation of the service on a typical school day.
2. Term of Contract: The term of the contract will be awarded for a period of **“insert contract term”.** Should the Contractor fail to perform to the satisfaction of **“Insert School Name”** the contract shall be terminated, with one (1) months’ notice given. The successful company will be required to enter into a formal Licence Agreement. The contract may be terminated by the successful service provider at any time following the submission of one calendar months’ written notice to the school Board of Management.
3. The successful service provider must be fully responsible for the staffing, management and operation of the food service and is fully responsible in complying with all health and safety legislation at all stages as stated by the FSAI [Home | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/)
4. All charges must be quoted in Euro, Ex VAT, with VAT detailed separately. The successful service provider will be required to submit one invoice per month per service requirement – with a detailed breakdown attached as back up to the invoice. All invoices should show the relevant VAT charged.
5. In **“Insert School Name”** no money will change hands between students/parents/guardians and the successful service provider. The school would like to provide a service to the students, within the school meals framework/pricing structure. The successful service provider will invoice the school monthly, according to the weekly agreed quantity of morning snack and hot meals.
6. The successful service provider will be paid within 30 days of receipt of invoice.
7. The successful service provider will be required to manage their own appropriate waste management and associated fees. Food waste will be removed daily by the supplier from the building. The current waste provider at **“Insert School Name”** is ….. The removal of waste associated with the service provision can, as an option be brought back to the service providers premises, where a more robust segregation of waste & washing of packaging could be facilitated. This may provide clearer insight to portion sizes, what is not being eaten, which can play a role in minimising menu fatigue.
8. Break Times: The service is required for the following break times:

***\*(Edit to match school breaks)***

Morning Break (snacks) – 10:50am - 11:05pm (Monday – Thursday) and 10.50-1.00 Friday.

Lunch Break 1:05pm–1:35p.m. (Monday – Thursday, School closes 1:00pm Friday)

1. Menus: The successful service provider is to provide fresh, seasonal nutritious produce (organic where possible), fruits, vegetables, grains, other foods, that may be new to students keeping in line with our Healthy Eating Policy and our School Meals Programme where applicable.
2. The menu is to include a range of locally sourced items along with a greater use of sustainable food, for example, in season produce, high animal welfare standards on meat, free range eggs, marine conservation certified fish, fair trade produce, produce from certified organic source.
3. In season produce shall be highlighted on menus.
4. The successful service provider must be responsible for upholding the Healthy Eating Policy of the school. “Insert School Name” recommend that Service providers familiarise themselves with the content of the school’s Healthy Eating Policy and Nutrition Standards for School Meals which can be found <http://www.welfare.ie/en/downloads/NutritionalStandardsForSchoolMeals.pdf>. This must be used as a guide to Service providers regarding menu plans and ideas of best options and pricing for the students for the requirement of all food being prepared and cooked onsite.
5. The successful service provider must provide clearly visible menu boards with allergens list (no third-party flyers are permissible in the school).
6. Salt shall not be available on tables.
7. Tap water shall be visible and freely available, and such provision should be promoted. Pre-bottled water (mineral/spring) shall not be included in the menu.
8. It shall be a condition of the Service Level Services Contract, concluded on foot of the successful completion of this RFP, that the successful service provider **must notify the Principal of “Insert School Name” two weeks in advance of their intention to change their menus** during the school term (or for the next academic year), and supply the Principal with the new proposed menu for approval (especially any option that is not selling well). The Principal reserves the right to refuse a menu if it does not comply with the school’s Healthy Eating Policy. This includes any proposed price changes and prior approval by the Principal of the same. Any new pricing that may need implementing must firstly be discussed with the Principal, including validation of the reasons why.
9. Menus for the calendar week must be available and displayed on the Monday of the same week to encourage uptake. All menus will clearly show the calorie count associated with the individual or combined item where two or more items constitute an item. Consideration should be given for students with special dietary needs such as gluten free and vegetarian. The naming of the area will be agreed with the School /Contracting Authority and any marketing material must have the School /Contracting Authority prior approval.
10. The menu is to accommodate those with food intolerances and allergies, from lactose free, to vegetarian to gluten free for example. Note: The successful service provider is to check with the school upon award of contract the details of such to accommodate those potential customers.
11. Food Safety/Quality: All food supplied to the School must be of the highest quality. The successful contractor must produce documentary evidence with all necessary statutory requirements relating to the composition and quality of foods and with statutory hygiene laws and practices. (based on the principles of HACCP)
12. Kitchenette Facility: The successful service provider will be granted access to use the Kitchenette Facility within the school building to facilitate the serving of Hot Lunches breaks. As part of their proposal, the service provider must identify the list of equipment, utensils, and where they will need to deliver the services of serving lunches/snacks. The use of the School Kitchenette facilities is restricted solely for use in connection with the School.
13. Having applied the above criteria, **“Insert School Name”** reserves the right to give preference to the most complete Proposal.
14. Control of Kitchenette Facility during breaks: The successful service provider will be responsible for the control and organisation of students within the Canteen area.
15. Supervision: The School authorities will be responsible for organising and supervising the queue for the Canteen.
16. Cleaning and Maintenance of Kitchenette Cleaning of the Kitchenette must be carried out at appropriate intervals, to meet relevant hygiene standards, will be the responsibility of the successful service provider:
	1. Floor, wall and equipment surfaces in kitchen, servery and dish wash areas. Floors, dining tables and chairs in all dining areas.
	2. Interior surfaces of windows and glass doors in all kitchenette and dining areas.
	3. Kitchen service/refuse bin area to be maintained in a clean and tidy condition.
	4. In addition to regular cleaning as it applies to the above, it will be the responsibility of the catering Contractor to put in place a system of housekeeping which will maintain tidy and well-presented dining areas at all times during the course of the day.
	5. Provision and storage of all cleaning equipment and supplies is the sole responsibility of the Contractor.
	6. Any defects discovered within the Kitchenette must be brought to the immediate attention of the Principal.
17. Facilities Management: The School will be responsible for the following:
	1. Intruder and Fire alarms.
	2. Fire-fighting equipment.
	3. Lighting, Heating, Ventilation.
	4. General maintenance, decoration etc.
	5. Replacement of equipment owned by the School.
	6. Repairs and replacement of School furniture.
	7. Pest control services.
18. Refuse: The Successful service provider will be responsible for the removal and disposal of all waste generated because of this service and will be required to make their own arrangements regarding same. The successful company will be expected to minimise the level/extent of unnecessary packaging used with the food products being supplied, especially plastic. The disposal of any waste must be in accordance with relevant statutory regulations and the successful company will be expected to dispose of waste in an environmentally responsible fashion.
19. Monitoring Committee: A School Catering Monitoring Committee with representatives from the student body, management and academic staff, will monitor and regularly review the quality of the service being provided. This review will encompass all aspects of the services, i.e. quality of food, portion size, cleanliness etc.

## *Instructions to Service Providers*

Service providers should ensure their proposals contain all the information referenced in respect of the award criteria and detailed elsewhere in this document. This is to enable the Contracting Authority to make a full and fair assessment of their proposal.

While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this RFP, “**Insert School Name**” does not accept any liability or provide any express or implied warranty in respect of any such information.

**“Insert School Name”,** as the Contracting Authority, does not bind itself to accept any proposal. This RFP does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to **“Insert School Name”** will exist unless and until a formal written Goods Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by **“Insert School Name”** shall not give rise to any enforceable rights by the Service provider.

**“Insert School Name”** may cancel this RFP at any time prior to a formal written Goods Contract being executed by or on behalf of **“Insert School Name”.**

**Please complete the response in the response document provided.**

|  |
| --- |
| Signature: |

|  |
| --- |
| **Click here to enter a date.** |

# *Appendix 2: Terms and Conditions - Goods and Services*

**1. Price of Goods or Services**

A. In consideration of the performance by the Contractor of its obligations under this Agreement, the Price of the Goods/Services shall be as stated in the Response and, unless otherwise so stated, shall:

(i) be exclusive of any applicable value added tax; and

(ii) be the entire price payable by the Client to the Contractor.

B. No increase in the Price may be made without the prior consent of the Client in writing.

**2. Specification**

The description of the Goods/Services shall, subject to the provisions of this Agreement, be as specified in the RFP and/or as agreed in writing by the Client and the Contractor.

**3. Contractor’s Obligations**

A. The Contractor undertakes to:

(i) supply the Goods/Services in accordance with the RFP, in accordance with the Client’s directions and the terms of this Agreement;

(ii) act with due care, skill and diligence in the supply of Goods/Services and generally in the carrying out of its obligations under this Agreement;

(iii) comply with all local security, health and safety arrangements and policies as notified to it by the Client;

(iv) ensure that all goods, materials, standards and techniques used in providing the Goods/Services are of the best quality and are free from defects in workmanship, installation and design;

(v) supply the Goods/Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods/Services are being delivered to/ performed, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

**4. Delivery**

A. The Goods shall be delivered, and the Services shall be performed at the time(s), to the location(s) and on the date(s) specified in the RFP or otherwise agreed in writing between the parties.

B. The time of delivery is of essence to the Agreement.

C. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

D. The Client shall be under no obligation to accept or pay for any Goods delivered more than of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.

E. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the RFP.

**5. Inspection of Goods**

A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor’s premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 5C.

B. The Client shall not be deemed to have accepted any Goods until after the Client has inspected the Goods at its own premises and ascertained that they are in accordance with the Agreement, notwithstanding any prior acknowledgement of receipt or prior payment.

C. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample, fail to meet the requirements of the RFP or are not in accordance with this Agreement. Such notice shall be given within a reasonable time after delivery to the Client of such Goods.

**6. Risk and Title**

A. Title shall pass to the Client on payment for the Goods.

B. Risk of damage to or loss of the Goods shall pass to the Client upon delivery to the Client in accordance with the Agreement.

**7. Supply of Services**

A**.** Where Services are to be provided, the Contractor agrees to provide the services promptly, in accordance with the instructions of the Client from time to time and in accordance with all applicable laws.

B. The Contractor shall procure that all of the Contractor’s Personnel engaged by it in providing the Services possess such skills, knowledge, experience and qualifications as are necessary to fulfil the Services.

C. The Contractor agrees that the Contractor’s Personnel engaged by it in providing the Services shall remain in the employ of the Contractor and nothing herein shall constitute or establish a relationship of agency or employment between any of the Contractor’s Personnel and the Client. However, all the Contractor’s Personnel shall, when working at the Client’s premises, conform to the general working terms and conditions of the Client.

D. The Contractor shall use its best endeavours to ensure the continuity of the Contractor’s Personnel throughout the provision of the Services.

E. The Client shall have the benefit of all representations, warranties and undertakings implied by law in relation to the Services.

F. The Client may request the Contractor to remove from performance under the Contract any of the Contractor’s Personnel, such right not to be unreasonably exercised.

**8. Personnel**

A.The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel, assigned by it to provide the Services shall be available for the term of this Agreement. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement become unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise (“Replacement Personnel”). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

B. The Contractor shall comply with all applicable laws and labour standards in respect of the Contractor’s Personnel and deal with any disciplinary, grievance or other employment issues referred to it by any member of the Contractor’s Personnel or the Client, in accordance with proper policies and procedures at the Contractor’s premises.

C. The Contractor acknowledges and agrees that it is not intended that there should be transferred to the Client the obligations of any person as employer arising under any contract of employment, in consequence of, or in connection with, the entry by the parties into, or the performance by them of their obligations under, the Agreement, or the termination of the Agreement, or the transfer to the Client of any function to be performed by the Contractor under the Agreement. If, notwithstanding that intention, any such obligations are transferred to the Client by operation of law (whether pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations, 2003 or otherwise), then the Contractor shall indemnify the Client on demand against all Losses which may be suffered or incurred by the Client arising out of or in connection with any such transfer, or any contract of employment so transferred to the Client, or the termination of any such contract of employment by the Client subsequent to any such transfer (which the Client shall be free in its absolute discretion to terminate without prejudice to its rights under this Clause).

**9.** **Garda Vetting**

If directed by the Client, it shall be a condition of the Agreement that the Contractor shall for the term of the Agreement procure that all of the Contractor’s Personnel (“Relevant Persons”) where any such persons may have unsupervised access to children and/or vulnerable adults in the course of the provision of the Goods/Services are subject to and shall have successfully completed a background check via the Garda Central Vetting Unit (GCVU) and the Garda Vetting process as required by The National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016. The Contractor shall be required to provide all such information and documentation as the Client may require in this connection and shall comply (and procure compliance by the Relevant Persons) with the Client’s Garda Vetting/Police Clearance policies and procedures from time to time.

**10. Payment**

A. Subject to the provisions of this clause 10 the Client shall pay and discharge the Price (plus any applicable VAT), in the manner specified between the parties.

B. Discharge of the Price is subject to invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the parties).

C. All and any queries relating to the invoice and/or the Goods/Services for any billing period (including whether Goods/Services have been accepted, rejected, satisfactorily repaired or replaced as the case may be) will be raised by the Client’s Contact within 14 calendar days of receipt of the invoice. In circumstances where no queries are raised within the said 14-day period the invoice will be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice will be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement. Incorrect invoices will be returned for correction to the Contractor with consequential effects on the due date of payment.

D. The Late Payment in Commercial Transactions Regulations, 2012 will apply to all payments.

E. The Client shall be entitled to set-off any matured obligation owed by the Contractor to the Client under the Agreement against any obligation (whether matured or unmatured) owed by the Client to the Contractor.

**11. Warranties, Representations and Undertakings**

The Contractor acknowledges, warrants, represents and undertakes that it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods/Services hereunder.

**12. Remedies**

A. The Contractor shall be liable for and shall indemnify, on demand, the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising as a result of any negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor or Contractor’s Personnel. The terms of this clause 12A shall survive termination of this Agreement for any reason.

B. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods/Services of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

**13. Confidentiality**

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement (“Confidential Information”) and shall not disclose same to any third party.

B. The Contractor confirms that it is aware that the Client is subject to the Freedom of Information Acts 1997 and 2003. The Contractor shall, when providing information, identify if such information is confidential and specify reasons for its sensitivity. The Client will consult with the Contractor about such information before making a decision on any Freedom of Information request received.

D. The terms of this clause 13 shall survive expiry, completion or termination for whatever reason of this Agreement.

**14. Termination**

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month’s written notice to the Contractor.

B. Either party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

(i) if the other party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other party;

(ii) if the other party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action because of debt, or an event having an equivalent effect;

(iii) in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

(iv) in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

**15. Contract Management**

A. The Client’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress. Communications will primarily take place between nominated points of contact from both parties. In case of disruption to service or other need to escalate, the matter will be referred to the nominated member of management designated by the Service Provider at the latest within **24** hours of occurrence as stated and shall comply with all written directions of the Client.

B. The Contractor agrees to:

(i) liaise with and keep the Client’s Contact fully informed of any matter which might affect the observance and performance of the Contractor’s obligations under this Agreement;

(ii) maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

(iii) comply with all reasonable directions of the Client; and

(iv) comply with any service levels and performance indicators specified by the Client.

C. The Contractor shall be required to hold for the term of the Agreement insurances of the nature and amount as set out in the RFP, or as notified to the Contractor by the Client, and shall immediately advise the Client of any material change to its insured status.

D. The Contractor shall produce proof of current insurance premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client regarding compliance with this clause 15C.

**16. Disputes**

A. In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to the Contractor’s Contact within the Contractor and to Client’s Contact within the Client.

C. If the Dispute has not been resolved within **3 - 5 workdays (depending on complexity)** (or such longer period as may be agreed in writing by the parties) of being referred to the nominated representatives, then either party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the parties.

D. If the parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either party that the mediator is unable to act, apply to Centre for Effective Dispute Resolution Ireland to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The parties shall make written submissions to the mediator within ten (10) business days of his/her appointment.

F. The parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that party.

G. For the avoidance of doubt, the obligations of the parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall always comply fully with the requirements of the Agreement.

**17. Non-exclusivity**

 Nothing in this Agreement shall preclude the Client from purchasing Goods/Services from a third party at any time during the term of the Agreement.

**18. Conflicts, Registrable Interests and Corrupt Gifts**

A. The Contractor confirms it has carried out a “conflict of interest” check which satisfies no compromise of any individual’s impartiality, or be reasonably be perceived as doing so, in the award of a contract. Any such “conflict of interest” shall be notified immediately to the Client.

B. In accordance with Section 38 of the Ethics in Public Office Act 1995 and 2001 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

**19. Equipment**

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services.

B. All equipment brought onto the Client’s premises shall be at the Contractor’s own risk and the Client shall have no liability for any loss of, caused by or damage to any equipment.

C. The Contractor shall, at the Client’s written request, at its own expense and as soon as is reasonably practicable:

(i) remove any equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

(ii) replace such item with a suitable item of equipment.

D. The Contractor shall maintain and store all items of the Contractor’s equipment within the Client’s premises in a safe, serviceable and clean condition.

E. On completion of the Services the Contractor shall remove the equipment used by the Contractor to provide the Services and shall leave the Client’s premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client’s premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Contractor Personnel.

**20. Data Protection and Security**

A. Each party shall comply with all applicable requirements of the Data Protection Laws that arise in connection with this Agreement.

**21. General Provisions**

A. This Agreement together with the RFP, any clarifications issued, and any documents identified by the Client as forming part of the Agreement comprise the Agreement and contain the entire agreement between the Contractor and the Client relating to the Goods/Services and supersedes any prior agreements, understandings, representations, warranties, undertakings or proposals, oral or written.

B. The parties recognize that printed purchase orders, invoices and other commonly used form documents relating to the performance of any obligations hereunder may contain terms which conflict with one or more terms of this Agreement. In case of any such conflict, the relevant terms of this Agreement shall prevail.

C. Nothing in the Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties.

D. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement. The Contractor as prime contractor hereby assumes liability for Contractor Personnel and shall ensure that Contractor Personnel shall comply in all respects with the relevant terms of this Agreement, to the extent that it or they are retained by the Contractor.

E. If the whole or any part of a provision of the Agreement is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of the Agreement.

F. The Contractor may not, without the prior written consent of the Client assign, transfer or create or permit to exist any right, title or interest in, to or under, any of its rights under the Agreement.

G. The Agreement (and any non-contractual obligations arising under or in connection with the Agreement) shall be governed by, and construed in accordance with, the laws of Ireland and the Irish courts shall have exclusive jurisdiction.

H. Notices and other communications under or in connection with this Agreement may be given in writing by hand, by ordinary pre-paid post, by facsimile or by e-mail, save that service of any notice of any claim, dispute, termination, breach or legal proceedings in connection with the Agreement shall not be made by e-mail.

**22. Force Majeure**

A. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days or more the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

**23. Additional Condition(s)**

 Not Applicable

**24. Interpretation**

In these terms and conditions:

**Agreement** means these terms and conditions together with the Request for Proposals, any clarifications issued and any documents identified by the Client as forming part of the Agreement;

**Client** means the entity (school) that issued the Request for Proposals;

**Client’s Contact** is that person identified as such in the Request for Proposals or as identified by the Client from time to time;

**Contractor** means the entity that responded to the Request for Proposals and identified by the Client as the preferred supplier or service provider;

**Contractor’s Contact** is that person identified as such in the Request for Proposals or as identified by the Contractor from time to time;

**Contractor’s Personnel** means any of the Contractor’s employees, servants, agents or sub-contractors;

**Data Protection Law** means all legislation and regulations relating to the protection of personal data including (without limitation) the Data Protection Acts 1988 and 2003 (as amended, revised, modified or replaced from time to time), the General Data Protection Regulation (Regulation (EU) 2016/679) and all other statutory instruments, industry guidelines (whether statutory or non-statutory) or codes of practice or guidance issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

**Goods** means the items specified in the RFP;

**Key Personnel** means those personnel identified by the Contractor as central to the provision of the services;

**Loss** includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense (including legal expenses), fee, penalty or fine;

**Price** means the price quoted in the Response;

**Response** means the response submitted by the Contractor in reply to the Request for Proposals;

**Request for Proposals or RFP means** the Request for Proposals (Goods & Services less than €50,000 in value) issued by the Client;

**Services** means the services specified in the RFP.