***Service Level Agreement (SLA)***

***Insert School Logo***

Service Level Agreement

Between

Insert School Name and Roll No.

And

Insert Service Provider Name

Relating to

The provision of Catering Services under the School Meals Scheme

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# Section 1: Service Level Agreement

This Service Level Agreement (“SLA”) documents the agreement between

**Insert School Name** (“the Client”) and **Insert Supplier/ Service Provider Name** (“the Service Provider”) in relation to the provision of Catering Services under the School Meals Scheme to **Insert School Name**

The objectives of this SLA are to:

* Provide a guide on the day-to-day operation of any contract.
* Establish a detailed common understanding of the services to be delivered by the Service Provider and the Client’s expectations for each aspect of the contract.
* Define a system of objective service level monitoring.
* Provide a system for appropriate contract management and reporting.

This SLA will become effective on the date it is signed by both parties and will continue until the expiry or earlier termination of the contract. This agreement may be updated at any time by agreement of the parties and will be subject to review annually as set out in ***Appendix 1.15 Review of Supplier Performance.***

The Service Provider will only be required to put in place the resources necessary to deliver the Services as set out in Section 2 hereof in the event that they are required to carry out all or some of the services for the Client. The level of these resources to be agreed in writing with the Client.

## (i) Scope of Agreement

This SLA must be read in conjunction with the Call for Tender (CFT) document issued by the Client on **insert publication date of CFT** (‘the Invitation to Tender); and the Proposal submitted by the Service Provider on **insert deadline date of CFT** (‘Tender Deadline’) and the Terms and Conditions as stated in Appendix 1. In the event of any conflict between the terms of these documents, precedence will be given to the terms contained in:

* The Terms and Conditions of Contract
* The Service Level Agreement
* The Call for Tender (CFT)
* The Tender Response Document (TRD) including any supporting clarification or documentation

## (ii) Nominated Representatives

The following individuals are nominated on behalf of either party as the primary point of contact in relation to all matters arising under the SLA:

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **THE CLIENT: Insert School Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

 |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **THE SERVICE PROVIDER: Insert Supplier/Service Provider Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

 |

## (iii) Updates to this Agreement

This Agreement will take effect on the date of signing and continue in force throughout the duration of the contract or until otherwise terminated by the parties. The term of the contract will be awarded for a period of three (3) years, subject to annual review.

This Agreement may be updated at any time by agreement of the parties and will be subject to review quarterly, or when required, to review performance as set out in ***Section 4 (i) SLA Review***

(iv) Contract Termination

Should the Contractor fail to perform to the satisfaction of **“Insert School Name”** the contract shall be terminated, with three (3) calender 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 three (3) calendar months’ written notice to the school Board of Management as outlined in the CFT document at ***Appendix 1.17 Contract Termination***

## (v) Confidentiality

Both parties agree to the provisions on confidentiality as addressed in ***Appendix 3.13 Confidentiality***

# Section 2: Services and Responsibilities

## (i) Service locations

The Service Provider will provide service to the Client at **insert school name and address.**

(ii) Order and Delivery

Orders will be placed online through the service providers app. Orders must be placed and can be amended up to **xx** hours before delivery. Lunches will be delivered to insert school name before **8.00am** daily.

## (iii) Responsibilities of the Service Provider

The Service provider shall provide the Services in accordance with:

1. The Terms and Conditions of Contract;
2. The terms of this SLA;
3. The Call for Tender ;
4. The Tender Response submitted by the Service Provider
5. The scope of Contract required is set out in detail in CFT document

## (iv) Approval Process

No additional services outside of the scope of the Service Level Agreement will be commenced / undertaken by the Service Provider without written instruction from the Client.

## (v) Reporting of Problems

Problems identified will be immediately highlighted to the Client and at the latest within **24** hours of identification of the problem as outlined in ***Appendix 1.5 Contract Management.***

## (v) Quality Assurance / Certification

The Service Provider is fully responsible for the staffing, management and operation of the food service, ensuring compliance with all health and safety legislation as stated by the FSAI [Home | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/) including but not limited to the below;

* Food and Hygiene Regulations (1950/1989)
* EC Regulation No. 852/2004 on Hygiene and Foodstuffs
* EC Regulation No. 882/2004 on Hygiene and Foodstuffs
* Food Safety Authority of Ireland Act 1998
* EC (Hygiene of Foodstuffs) Regulations 2006
* I.S. 340:2007 Hygiene in Catering
* I.S. 341:2007 Hygiene in Food Retailing and Wholesaling

The Service Provider agrees to abide by the certification requirements and quality assurance processes as required by law and 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) and further outlined in Appendix 1: Scope of Requirements.

(vi) Staff Training

The Service Provider is fully responsible for deploying adequate staffing resources to meet the demands of the service including, but not limited to, management of staff to cover holidays and sickness. The Service Provider agrees that no member of staff at **insert school name** will be proposed/expected to provide cover/support and this is the sole responsibility of the service provider to implement.

In addition, the proposed staff 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/)

(vii) Garda Vetting

The Service Provider agrees that their staff operating in the school will be subject to undergoing a background check via the Garda Central Vetting Unit (GCVU) as stated in Appendix 3:9 Garda Vetting

# Section 3: Payment of Fees

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

* 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.
* All charges must be quoted in Euro, Ex VAT, with VAT detailed separately.
* The successful service provider will be paid within 30 days of receipt of invoice.
* 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.

**4 CONTRACT REVIEW AND PERFORMANCE MANAGEMENT**

# Section 4: Contract Review and Performance Management

The Representatives nominated in Section 1(ii) above will also represent the parties in the context of service reviews. There will be two types of service review:

## (i) SLA Review

Service performance against this SLA will be reviewed every three months, Quarterly Business Review, (‘QBR’), from commencement.

The purpose of the QBR is to monitor:

* Service performance against agreed service levels
* Any significant variations from agreed service expectations and the cause for these
* Any foreseen significant events which may have an impact on the service or the targets during the next reporting period
* Any requirements to amend current services – either scope of services, or the process by which they are performed
* Agree amendments to the SLA to reflect such changes
* Validate targets for the next reporting period
* Service reviews will be attended by at least:
* the representatives nominated in Section 1.2 above.

The reviews may also be attended by other relevant parties, as required.

The required review inputs are:

* Agenda
* Review of agreed KPI’s (including any corrective actions)
* Current SLA between the parties
* All contracts performed by Service Provider on behalf of the Client.
* Any relevant documentation which pertains to the proposed amendments to the SLA

The required review outputs are:

* Revised KPI’s, if necessary
* Review minutes
* SLA, amended with any agreed changes, if required.

## (ii) Performance Review

The agenda for this review will be based upon the service level expectations recorded in this SLA along with any additional performance matters which have arisen in the course of the previous review period. Failure to meet the expectations set out in this SLA may be grounds for the Client to terminate the contract.

The following key performance indicators (KPIs) will be measured, reported on by the Service provider. The appointed representatives nominated in Section 1(ii) will meet Quarterly, or when required, to review performance.

Customer Service Targets

* Complaints to be acknowledged within 24 hours of receipt
* Complaints to be fully resolved within 3 - 5 workdays (depending on complexity)
* General Queries to be responded to within 24 hours of receipt
* All communication is required by e-mail

Service / Product Delivery Targets (***To be inserted from tender submission of successful tenderer)***

* Daily operation of the service
* Offsite food preparation
* Quality of offerings
* Variety and choice available
* Portion sizes applicable
* Pre-order facilities
* Formal Complaints Procedure
* Communications Plan, Escalation Procedures Response times
* Transport plans
* Environmental Innovation

## (iii) Financial / Management Information Reports

The Service Provider will provide the following either monthly, quarterly or on request, reports:

including but not limited to; sales reports, funding and operation of school meals programme, provision of food – meals purchased, food wastage, traceability, environmental sustainability, On-time Service Delivery, Invoice Queries. KPI’s will be measured on a quarterly basis

# Section 5: Communications and Service Escalation

## (i) Communications

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 following member of management designated by the Service Provider at the latest within24 hours of occurrence as stated in Appendix 3:15: Contract Management

**THE CLIENT: Insert School Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

**THE SERVICE PROVIDER: Insert Supplier/Service Provider Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

## (ii) Service Interruptions

If the Service Provider’s ability to provide agreed services to the Client is in any way hindered or prohibited, the Service Provider is responsible for notifying the Client in writing of any such interruptions, in advance at the latest within24 hours. In such instances, reasonable measures should be taken to mitigate impact on the Client’s operations. Foreseen service interruptions will be dealt with as part of the service performance review meeting.

## (iii) Exceptions to this SLA

Exceptions to this SLA will be agreed on a case-by-case basis. Any exceptions will be raised in writing at least 14 working days prior to the planned exception event, outlining:

* The reason for the exception
* The description and timing of the exception
* The impact of the exception and mitigation approach

## (iv) Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction.

## (v) Termination of this Agreement

This agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) month’s written notice to the Contractor in accordance with the provisions of the Clients Standard Terms and Conditions as stated in ***Appendix 1.17 Contract Termination.***

# Section 6: Signatures

**On behalf of the Client**

|  |  |
| --- | --- |
| Name: (Block Letters) |  |
| Position: |  |
| Signature: |  |
| Date: |  |
| Witnessed by: (Signature) |  |
| Witness Name: (Block Letters) |  |

**On behalf of the Service Provider**

|  |  |
| --- | --- |
| Name: (Block Letters) |  |
| Position: |  |
| Signature: |  |
| Date: |  |
| Witnessed by: (Signature) |  |
| Witness Name: (Block Letters) |  |

# Appendix 1: Scope of Contract

The Board of Management of **“Insert School Name”** is seeking tenders for the provision of Catering Services 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 school meals scheme 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 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 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 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 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 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.

## 1.1 General Requirements

The successful tenderer must be fully responsible for the staffing, management and operation of the food service:

* 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 tenderer, with all items being removed from the school site at the successful tenderer’s expense.
* All proposals should clearly detail the option(s) each tenderer is proposing regarding the preparation, delivery, and distribution of the 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 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 tender 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 (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) 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 tenderer will be accountable to the Principal and Board of Management of “Insert School Name” for the quality of the food service provided, including any ongoing improvements that need to be made.

## 1.2 Food, Menus, Pricing and Promotion

* The successful tenderer 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.
* 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.
* In season produce shall be highlighted on menus.
* The successful tenderer must be responsible for upholding the Healthy Eating Policy of the school. “Insert School Name” recommend that Tenderers 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 Tenderers regarding menu plans and ideas of best options and pricing for the students for the requirement of all food being prepared and cooked onsite.
* Ensure the costs are reasonable and offer a good balanced menu with a tight control on the options available to minimise waste and balance the selection available daily.
* The successful tenderer must provide clearly visible menu boards with allergens list (no third-party flyers are permissible in the school).
* Provision of menus which are healthy, varied and use sustainable food for example, seasonal fruit and vegetables;
* Salt shall not be available on tables.
* 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.
* It shall be a condition of the Service Level Services Contract, concluded on foot of the successful completion of this competition, that the successful tenderer **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.
* 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.
* The menu is to accommodate those with food intolerances and allergies, from lactose free, to vegetarian to gluten free for example. Note: The successful tenderer is to check with the school upon award of contract the details of such to accommodate those potential customers.
* The menu should reflect the school community, their background, and their capacity to learn healthy and sustainable food behaviours through different human development stages.
* Monitor the quality of food, presentation and service.
* Provide safe food, i.e., it must not be injurious to health or unfit for human consumption. Unsafe food must be withdrawn from sale or recalled from consumers if it has already been sold.
* Identify the businesses from whom you have obtained food, ingredients or food producing animals and the businesses they have supplied with products and produce this information on demand.
* Provide evidence of engagement / being registered with the HSE.
* All food must be monitored for time and temperature control records, delivery records, cooking temperatures, cleaning charts and these records must be available for inspection by the EHO and school when requested.
* Encourage people to understand and value the food that is supplied/served, including aspects of its production and its local and cultural context.
* Be responsible for marketing and promotion of the catering service being provided to parents, staff and the student community.
* Undertake regular customer satisfaction surveys.
* Provide evidence that management systems support the linking of customer feedback and other observations to improvements in customer satisfaction.
* Be responsible for managing menu fatigue, nutritious foods with the healthy eating focus. There needs to be a variety in the menu being served, to prevent menu fatigue. This should be evident in the sample menus provided.
* Collaborate with teaching staff in relation to food education- provide / support teachers with lesson plans and project activity packs in conjunction with the school curriculum. Encourage the students and parents to understand and value the food that is supplied, including aspects of its production and its local and cultural context. A schedule of events, same materials, information packs, multilingual and initiatives is required as part of the tender response.
* The successful tenderer must communicate directly with the parents/guardians. This includes the set-up process at the beginning of the school academic year / contract and each term, communication channels between both parties in relation to the selection of meals, the ordering process, timelines, dealing with changes, queries or complaints. The use of technology is welcome to facilitate the synergy between the parents/guardians and the successful tenderer. Comprehensive details of how this will occur and be maintained is required in the tender response.

## 1.3 Pre-ordering & Delivery System

* Food must be delivered, if arriving prepared, in environmentally friendly refrigerated / hot holding storage/containers. The successful tenderer must ensure food items provided are at the correct temperature to eat. Earth friendly packaging, napkins and cutlery (when necessary) will need to be provided by the successful tenderer along with temporary bins/bags, perhaps both for food waste and packaging waste.
* If ovens are required on site to heat the food that has been delivered this must be carried out in the designated kitchen area only.
* Each day, (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) must be labelled for each specific student and boxed in a box for that classroom. This could mean a separate box for each class for (insert relevant level of funding i.e. breakfast, snack, hot meal etc.), which allows for the meals to remain at the appropriate temperature. In essence, each student’s provisions must be individually labelled. It is envisaged that the class teacher will distribute the packages to each student in the classroom.
* It is a requirement that the successful tenderer deliver the ordered (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) 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. Earth friendly napkins and cutlery will need to be provided by the successful tenderer along with temporary bins/ bags .
* It is envisaged that one catering staff member will be required to undertake this role in a timely manner. Under no circumstances should school staff or students be involved in the delivery process.
* The eating areas must be cleaned by the successful tenderers staff before the resumption of after lunch activities. Further requirements are set out at point 4.1.16 ‘Cleaning’.
* The waste must also be collected, by the successful tenderers staff and disposed of in an appropriate manner. Further requirements are set out at point 4.1.17 ‘Environmental Waste Disposal’.

## 1.4 Schools Meals Programme

Funding is provided for the School Meals Local Projects Scheme through the Department of Social Protection (DSP). Funding is allocated on a school-year basis and must be applied for annually. Priority for funding is currently given to schools which are part of the Department of Educationinitiative for disadvantaged schools, DEIS. However, there is no automatic entitlement to funding and all applications are considered taking into account the available budget for the scheme. Whilst this competition is being run for a specific period, it is entirely dependent on funding.

See <https://www.gov.ie/en/service/29a3ff-school-meals-scheme/> for full details. **(Insert school name)** intends to facilitate the availability of a **insert level of funding** for **(insert number of students)** and a hot meal for **(insert number of students)** each day of the school year (from contract award). This is dependent on the level of DSP funding approved for 2023/24.

***Please note: The Schools Meals Programme is subject to funding from the Department of Social Protection – should funding be cut then this will impact the provision of this service. Tenderers 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:

**Amend the below table to your school’s level of funding. Delete this information highlighted in blue.**

|  |  |  |
| --- | --- | --- |
| **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.** |
| **Breakfast/Snack** | **€0.75** | **Breakfast/Snack: 2 Items**1 serving of wholemeal/wholegrain cereal or bread PLUS 1 serving of fruit OR 1 serving of milk, yoghurt, or cheese.A seasonal variety should be available.A minimum of TWO items should be provided, one serving of vegetables and fruit.One serving is:• 1 medium-sized fruit such as an apple, orange, pear, or banana.• 2 small fruits such as plums, kiwis, mandarins.• 10-12 berries or grapes.• 8 carrots or celery sticks.• 1 small carton or glass of unsweetened fruit juice (approximately 150 ml). Limit fruit juice to once a day.Every snack should contain ONE serving of milk, yoghurt, or cheese:• 1 serving of milk (200ml) • 1 carton of yogurt (125g)• 2 thumbs (25g) of hard (cheddar type) or semi-hard (Edam) cheese. |
| **Lunch** | **€1.70** | **Lunch: 1 substantial item & 1 small item & drink**Wholemeal/wholegrain sandwich or roll containing 1 serving meat, poultry, egg, or cheese and 1 serving salad PLUS 1 serving fruit PLUS a drink (for example water, milk, unsweetened juice). |
| **Dinner** | **€2.50** | **Dinner: Hot meal & drink**1 serving meat, poultry, egg, beans PLUS 1 serving potatoes, pasta, or rice PLUS 2 servings vegetables/fruit PLUS a drink (milk, water, unsweetened juice).These standards recommend that using the Food Pyramid as a guide, every Hot School Meal should contain:• 2 servings of vegetables, salad, or fruit. Seasonal variety should be available.• 1 serving of wholemeal cereals, bread, potatoes, pasta (incl. brown) and rice (incl. brown).• 1 serving of meat, poultry, fish, egg, beans, and nuts.Examples 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). |
| **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:• 2 servings of vegetables, salad, or fruit. Seasonal variety should be available.• 1 serving of wholemeal cereals, bread, potatoes, pasta (Incl. brown) and rice (Incl. brown).• 1 serving of meat, poultry, fish, egg, beans, and nuts.Examples 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) |

## 1.5 Contract Management

## 1.6 Reporting

It is preferable that the successful tenderer submits a breakdown of all the numbers of students by classroom who availed of food at the end of each week including a system as to how any discrepancies that may occur are managed and communicated.

Information is required to be recorded on an individual pupil basis. Orders are made on an individual pupil basis so the information (which students accessed/didn't access meals) should be easily retrieved. It is preferable that information is to be provided in electronic format, and in a manner that can be accessed/interpreted easily by the school, e.g., a dashboard type system with menu options.

## 1.7 Invoicing

All charges must be quoted in Euro, Ex VAT, with VAT detailed separately. The successful tenderer 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.

In (insert school name), no money will change hands between students/parents/guardians and the successful tenderer. The school would like to provide a service to the students, within the school meals framework/pricing structure. The successful tenderer will invoice the school monthly, according to the weekly agreed quantity of meals.

The successful tenderer will be paid within 30 days of receipt of invoice.

## 1.8 Catering for Meetings e.g., staff, social events, visitors

The Catering Provider may, **with notice**, be required to provide tea/coffee and/or light snacks for a small number of events which may arise from time to time out of the ‘normal’ hours for example staff meetings or staff/other training, sports events, functions. Prices must be agreed with the School Principal in advance of the function. Tenderers are to provide sample menus, ideas and pricing for the same. These requirements should be invoiced separately to the school.

## 1.9 Compliance with Statutory & Contracting Authority Policies, Health Safety Policy / Child Protection /Garda Vetting etc

The successful tenderer will be responsible for: providing Catering Services at **“Insert School Name”** and complying with their Health and Safety Policy and Statement. The service providers statement must be displayed in the canteen area.

The successful tenderer and all staff must agree to comply with the terms and conditions of all School policies and procedures particularly the Health & Safety Statement and Child Protection Policy.

All staff deployed to the school must undergo Garda Vetting. The successful tenderer must request and complete the Garda Vetting Invitation for all staff deployed once letter of Intent is issued. Disclosure of convictions which the Contracting Authority considers would render the candidate unsuitable to work with children/vulnerable adults will disqualify the candidate. All temporary staff and staff to fill in during emergencies must also be vetted well in advance and their details provided to the school to be retained on file. The catering company shall provide a list of staff to the school and only these staff shall be permitted onto School property to work. Any catering staff not on the approved list supplied to the Contracting Authority schools will be immediately asked to leave the premises.

## 1.10 Account Manager

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

* Overall responsibility for a good working relationship with the Contracting Authority;
* Provide the Principal with monthly reports summary reports of activity regarding volumes sold types/categories of meals served, student and staff uptake of the service.
* Schedule periodic meetings to review the relationship and examine performance;
* Deal with disputes, complaints or concerns that cannot be adequately resolved;
* Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement.
* Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

**NOTE:** Tenderers will note that account management activities will be non-billable (i.e., the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

## 1.11 Management Information Reporting

The successful tenderer must provide the following Management Information Reports and any other supplementary information as may be deemed necessary:

* Numbers and breakdown of all students who avail of food. This report will be required monthly, based on data from each week in that month.
* Costs
* Results of quality feedback reviews, undertaken by both the school and the successful tenderer on a regular basis.

The format of such reporting will be agreed between the school and the successful tenderer. The time and frequency of the issuing of reports will be agreed at local level and this will be incorporated into the Service Level Agreement. The reports will be submitted to the School Completion Officer within ten (10) working days of the end of the agreed period(s) and will show the required detail for the period(s), together with cumulative, year-to-date statistics. The school reserves the right to amend the scope and detail of management information required during the term of the Services Contract.

## 1.12 Price Protection

The Successful tenderer is solely responsible for procuring (at its own cost) all food and beverage supplies necessary to provide the Services. The Charges are fixed for the term of the Services Contract, unless otherwise agreed in writing by the Parties.

## 1.13 Cleaning

The successful tenderer will be responsible for the cleaning to the relevant standards of all kitchenettes, servery, food preparation, including counter surfaces, equipment, furniture, fittings, utensils, floors and windows required to maintain the standards of hygiene required by law.

Note: Inspections may be carried out by THE CONTRACTING AUTHORITY, its agents or independent auditors on their behalf at any time to ensure that the highest standards of hygiene and cleanliness are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of the Services.

## 1.14 Environmental Waste Disposal

The successful tenderer will be responsible for operating policies which progressively address environmental considerations. The successful tenderer will be responsible for the disposal of all kitchen waste in accordance with SI 508 of 2009 Waste Management Regulations (Food Waste) 2009 and all applicable legislation including relevant EU Directives and the successful tenderer will provide their own bins and incurred costs associated with waste management. Further information can be found on Environmental Protection Agency’s website [www.epa.ie](http://www.epa.ie).

The school is moving away from single use plastics. The successful tenderer should provide compostable / sustainable, recyclable alternatives and be fully supportive of incentivising customers to reduce the demand for plastic (keep cups, etc.)

Packaging to be from recycled or renewable sources which can be reused/recycled or composted after use.

Be responsible for the safe removal of all waste and recyclable material in a sustainable way from the campus on a routine basis. The successful tenderer should ensure that all waste streams are segregated. A food waste minimisation plan describing what actions will be undertaken shall be put in place by the service provider. They shall review and revise the actions they are taking with suitable regularity to continue to reduce food waste wherever possible and feedback to the school representative on progress and results with suitable regularity. The successful tenderer must look after their own appropriate waste management and associated fees.

## 1.15 Review of Supplier Performance

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the Principal, secretary of BOM and the service provider.

All monitoring of performance and methods for measurement will be agreed at contract stage with the successful tenderer.

The school will assess the performance and quality of services delivered under the following Key Performance Indicators:

* Menu, as per Healthy Eating Initiatives
* Quality and Freshness of Food
* Choice of Food - No less than the minimum range/choice of items
* Presentation of Food
* Portion sizes
* Quality of Service
* Conduct of Staff
* Cleanliness
* Speed of service not compromised by insufficient numbers of staff, supplies or replenishment of service ware, for example.

The successful tenderer will meet with the Principal and/or another member of staff at a prearranged time at the end of each Year to discuss performance. The successful tenderer must organise customer satisfaction surveys regarding quality and consistency of the menu(s). These results must be shared with the Principal in advance of the annual performance review. These details will be discussed with the successful tenderer in advance of the contract being signed.

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the nominated staff of the school and the service provider.

All monitoring of performance and methods for measurement will be agreed at contract stage with the successful tenderer.

## 1.16 Duration of the Contract

The contract duration is for three (3) years, subject to annual review. The contract will commence from date of acceptance letter and will be dependent on funding from the Department of Social Protection (DSP).

## 1.17 Contract Termination

The contract may be terminated by the Contracting Authority at any time following the submission of three calendar months’ written notice to the successful tenderer. The contract may be terminated by the successful tenderer at any time following the submission of three calendar months’ written notice to the Contracting Authority.

The Contracting Authority may terminate this contract if the persons managing and/or assisting in the Canteen, lack a valid Food Handling/Food Hygiene Certificate, fail the Health and Safety standards or if they are found guilty of theft or any sabotage, aimed at harming the School, its interests, and its assets. In addition, the Contract may be terminated if:

1. There are repetitive complaints by staff, Student Council or other customers of the service, regarding freshness, standard, or quality of food, or/and hygiene standards at the kitchen or at the Canteen;
2. Repetitive erratic operating times
3. Late Payment of utility money without any prior notification to the School.

**Note:** The Contracting Authority reserves the right to terminate the contract with immediate effect without warning if they have reasonable justification that the service provider or the service provider’s employees are acting/behaving in, or providing a service that is, to the detriment, or not in the best interests of the students, staff and guests of the School.

# Appendix 3: Draft Goods and Services Contract (Separate Document)