***Service Level Agreement (SLA)
(Appendix 2 of CFT)***

***Insert School Logo***

Service Level Agreement

Between

“Insert School Name & Roll Number”

And

Insert Service Provider Name

Relating to

The Provision of Catering Services under the School Meals Scheme (Meals Delivered Ready)

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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 1.11 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 CFT publication date”** (‘the Invitation to Tender); and the Proposal submitted by the Service Provider on **“insert CFT deadline date”** (‘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:** | **Insert relevant details ⬇️** |
| **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) calendar 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 ***Appendix 1.13 Contract Termination***.

## (v) Confidentiality

Both parties agree to the provisions on confidentiality as addressed in Appendix 1 (j) Confidentiality, of the CFT.

# Section 2: Services and Responsibilities

## (i) Service locations

The Service Provider will provide service to the Client at **“Insert School Name & 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 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

The standards above are based on the requirements for a food business as outlined in the applicable legislation and standards below and in the FSAI Guidance notes currently in place ([www.fsai.ie](http://www.fsai.ie)).

The Service Provider is fully responsible for the staffing, management and operation of the food service, ensuring compliance with all health and safety legislation and recommendations as stated by the [FSAI - Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/) and other relevant authorities 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
* Calorie labelling for food businesses ([Healthy eating, food safety and food legislation](https://www.fsai.ie/getmedia/be0e5ec0-c1ce-40b9-8f66-51bb834bac44/10507_fsai_healthy-eating-guidelines-accessible-fa1.pdf))
* [Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027 (7.2 Food Procurement and Action to Tackle Food Waste)](https://www.gov.ie/en/publication/7b1f8-green-public-procurement-strategy-and-action-plan-2024-2027/)
* Support the implementation of Green Public Procurement (GPP) as required by the Environmental Protection Agency (EPA) (<https://www.epa.ie/our-services/monitoring--assessment/circular-economy/green-public-procurement/>).

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 Contract.***

(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 the CFT.

# 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. The current rate of payment allocated for a **(insert relevant level of funding i.e. breakfast, snack, hot meal etc.)** is **“insert meal rate”** per child per day.

* 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 School 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**

* Daily operation of the service;
* Food preparation;
* Menu, as per Healthy Eating Initiatives and specific requirements;
* Variety and choice available (for each meal type);
* Quality and freshness of food and drink items;
* A minimum of 10% organic food and drink items offered, in compliance with Regulation (EU) 2018/848 as amended;
* Portion sizes applicable;
* Presentation of the meals;
* Pre-order facilities;
* Quality and reliability of service;
* Conduct of Staff;
* Cleanliness;
* 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 2.10 Contract Management.***

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

|  |  |
| --- | --- |
| **Name:** | **Insert relevant details ⬇️** |
| **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 1.13 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 Scope of the Contract is 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.

**The items are to be prepared off-site and are required to be delivered ready to serve to each classroom in a timely manner in advance of the student’s relevant break 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. All food must be prepared off-site. We require an efficient setup with food well presented. Daily clean up after service provision is also required. 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.

## 1.1 General Requirements

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

* Be responsible for providing a healthy, nutritionally balanced comprehensive menu. It is preferable that food items are prepared fresh from raw ingredients, rather than pre-packed, for example freshly baked scones.
* All proposals should clearly detail the tenderer’s proposal regarding delivery and distribution of the **(insert relevant level of funding i.e. breakfast, snack, hot meal etc.)** and how they will ensure optimum serving temperatures, freshness and safety standards of the food items, including temperature testing on site before serving where applicable.
* Be responsible for the sorting and disposal of food waste, rubbish, packaging (preferably washable and re-useable) and recyclable materials on a daily basis will be the sole responsibility of the Successful Tenderer, with all items being removed daily from the school site at the Successful Tenderer’s expense.
* 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 **must** provide fresh, seasonal nutritious produce, such as fruits, vegetables, grains, and other healthy food items that may be new to students, including details of portion sizes appropriate to children, by age.
* **A minimum of** **10%** of the total number of food and drink items supplied must comply with Regulation (EU) 2018/848 as amended, **on organic production and labelling of organic products**.
* The menu **must** 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.
* Organic and in-season produce **must** be highlighted on menus.
* The menu options **must** accommodate those with food intolerances, allergies and religious observance, including lactose free, gluten free, vegetarian, vegan and halal options. **NOTE:** The Successful Tenderer is to check with the school upon award of contract the details of such to accommodate those potential customers.
* The Successful Tenderer **will be** responsible for managing menu fatigue, while keeping the healthy eating focus. There needs to be a variety in the menu being served, to prevent menu fatigue. This **must** be evident in the proposal and sample menus provided.
* The Successful Tenderer **must** be responsible for upholding the Healthy Eating Policy of the school. **“Insert School Name”** recommends that Tenderers familiarise themselves with the content of the school’s Healthy Eating Policy and published [Nutrition Standards for School Meals](https://www.gov.ie/en/publication/484f17-nutrition-standards-for-school-meals/) and [Nutrition Standards for Hot School Meals](https://www.gov.ie/pdf/?file=https://assets.gov.ie/128268/d07bed24-dd1d-4055-8ced-5e381621ca65.pdf#page=null). This **must** be used as a guide to service providers regarding menu plans and ideas of best options for the students.
* The Successful Tenderer **must** provide clear information regarding menu options with allergens list.
* 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 and the published [Nutrition Standards for School Meals](https://www.gov.ie/en/publication/484f17-nutrition-standards-for-school-meals/) and [Nutrition Standards for Hot School Meals](https://www.gov.ie/pdf/?file=https://assets.gov.ie/128268/d07bed24-dd1d-4055-8ced-5e381621ca65.pdf" \l "page=null).
* Arrangements for the display and circulation of weekly menus will be agreed between the Successful Tenderer and the School. All menus **must** clearly show the calorie count associated with the individual or combined item where two or more items constitute an item.
* The menu should reflect the school community, their background, and their capacity to learn healthy and sustainable food behaviours through different human development stages.
* Provide safe food, i.e., it must not be injurious to health or unfit for human consumption. Unsafe food must be withdrawn or recalled from the School.
* Identify suppliers 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.
* Monitor the quality of food, presentation and service. 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 students and parents to understand and value the food that is supplied/served, including aspects of its production and its local and cultural context.
* Undertake regular customer satisfaction surveys.
* Provide evidence that management systems support the linking of customer feedback and other observations to improvements in customer satisfaction.
* 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. A schedule of events, same materials, information packs, multilingual and initiatives is required as part of the tender proposal.

## 1.3 Pre-ordering & Delivery System

* 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 **(insert relevant level of funding i.e. breakfast, snack, hot meal etc.)**, 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 are required in the tender response.
* Food items **must** be delivered ready to serve in environmentally friendly refrigerated/hot holding storage/containers. The Successful Tenderer **must** test food items before serving to ensure that those 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.
* 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.
* The school will ultimately agree with the Successful Tenderer on the most appropriate distribution system for the school.
* It is a requirement that the Successful Tenderer deliver the ordered **(insert relevant level of funding i.e. breakfast, snack, hot meal etc.)** to the designated area(s). Delivery to all should be undertaken within a fifteen-minute timeline. The Successful Tenderer **must** test food items before serving to ensure that those are at the correct temperature to eat. Under no circumstances should school staff or students be involved in the delivery process.
* The waste must be collected by the Successful Tenderer’s staff and disposed of in an appropriate manner on a daily basis. Further requirements are set out at point 1.10 ‘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 **(insert relevant level of funding i.e. breakfast, snack, hot meal etc.)** for **“insert number of students”** eachday of the school year (from contract award). This is dependent on the level of DSP funding approved for 2024/25.

***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.***

## 1.5 Contract Management

## 1.5.1 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.

Problems identified will be immediately highlighted to the Client and at the latest within **24** hours of identification of the problem.

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 each of the school 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.

## 1.5.2 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 each type of meal.

The Successful Tenderer will be paid within 30 days of receipt of invoice.

## 1.6 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.

## 1.7 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.

## 1.8 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.

## 1.8.1 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.

## 1.8.2 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.

## 1.9 Cleaning

The Successful Tenderer will be responsible for the daily removal of all waste materials/re-usable containers related to the provision of meals delivered to the school daily.

## 1.10 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 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.

## 1.11 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.

## 1.12 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).

## 1.13 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;
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 2: Draft Goods and Services Contract (Separate Document)