

**etb**

Bord Oideachais & Oiliúna
Dún na nGall
Education & Training Board
Donegal

Request for Tender (RFT)

Subject	Preparation and Supply of School Snacks/Lunches for Coláiste Ailigh, Leitir Ceanainn
Contracting Authority	Donegal Education and Training Board
Procedure	Open Procedure
Issue Date	Friday 30th June 2017
Closing Date for Queries	Monday 10th July 2017 at 12 noon.
Email for Queries	procurement@donegaletb.ie
Closing Date / Time For receipt of Tenders	Friday 14th July 2017 at 12:00 noon
Contract Duration	One (1) year initially with an option to extend for a further one (1) year with three (3) such extensions

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SECTION 1 - INTRODUCTION/BACKGROUND

Donegal ETB (formerly Donegal VEC) invite applications from registered, competent and reputable companies to prepare and supply School Snacks/Lunches Coláiste Ailigh, Letterkenny, Co. Donegal.

Coláiste Ailigh, Leitir Ceanainn,

Coláiste Ailigh is an Irish Language Post Primary School established under the agency of Donegal ETB (formerly Donegal VEC) in the year 2000 and moved to their new school building in Knocknamona, Letterkenny, Co. Donegal 2013.

The building is maintained by BAM FM (BAM Facilities Management) for a period of 25 years. A full time Facilities Manager is on site and will liaise with the Principal/Staff on a day to day basis regarding the overall maintenance/operation of the building. The School building caters for a long term project enrolment of 350 pupils. From September 2016, the school has 272 students and 29 Staff in situ.

SECTION 2 – SCHOOL REQUIREMENTS / SPECIFICATION

General Requirements

1. Donegal ETB are seeking tenders for the preparation and supply of School snacks and lunches to the School building. All food must be prepared off-site. Suppliers will be required to outline their proposed methodology on the operation of the service on a typical school day. Suppliers must provide Donegal ETB with information regarding the premises of where the food will be prepared off site.

2. **Term of Contract**

The term of the contract will be awarded for a period of **one year initially** and may be extended for a further 1 year with 3 such extensions subject to **annual review of performance**. Should the Contractor fail to perform to the satisfaction of Donegal ETB/Coláiste Ailigh the contract shall be terminated. **The successful company will be required to enter into a formal Licence Agreement.**

It is envisioned that canteens in schools under the aegis of Donegal ETB will facilitate the installation of a cashless catering system, examples of cashless systems are card, fob, pin.

3. **Rent**

This Service Concession contract consists of 167 days per year, based on a 4.5 day week. Upon receipt of an invoice from Donegal ETB the successful supplier must pay the proposed weekly rent in advance without exception or amendment to the number of service days, i.e. payable regardless of student attendance, closures etc.

Invoicing will be issued three times per academic year as follows:-

Invoice 1 - August to November

Invoice 2 - December to February

Invoice 3 - March to June

4. **School Calendar**

The School calendar equates to 33.4 weeks i.e. 167 School Days approx. The School Calendar will be furnished to the successful company at the beginning of each school year.

5. **Break Times**

The service is required for the following break times:

Morning Break (snacks) – 11:00am - 11:15pm (Monday – Friday)

Lunch Break 1:15pm–2:00p.m. (Monday – Thursday, School closes 1:15pm Friday)

6. **Menus and Pricing**

The following are sample menu suggestions, but the school principal would be open to suggestions in relation to the healthy options available. The menus must vary regularly and be in line with healthy eating policy.

Students with specific dietary requirements must be accommodated, e.g. choice of vegetarian, gluten free, wheat free and yeast free etc.

This contract also includes the provision of catering for school events such as meetings, presentations etc. Suggested food and prices requested at page 11.

Sample Menu Options					
	Monday	Tuesday	Wednesday	Thursday	Friday
Break-time	Choice of buttered roll ,soup, toast, and snacks				
Lunch Options	Chicken Vol-au-vent, mash and vegetables	Pork chop, mash and vegetables	Shepherd's/Cottage pie	Chicken curry and rice	School finishes at 1:15pm.
	Selection of wraps and rolls	Selection of wraps and rolls	Selection of wraps and rolls	Selection of wraps and rolls	
Beverages	Milk, water and capri-sun, tea, coffee, hot chocolate	Milk, water and capri-sun, tea, coffee, hot chocolate	Milk, water and capri-sun, tea, coffee, hot chocolate	Milk, water and capri-sun, tea, coffee, hot chocolate	Milk, water and capri-sun, tea, coffee, hot chocolate

The successful tenderer must be responsible for upholding the Healthy Eating regime adopted by the School. Tenderers are invited to make proposals for food offering and beverages in addition to pricing for all proposed items, which must represent good value for money.

It shall be a condition of the Contract that the successful Tenderer must notify the School Principal in advance of their intention to change their menus during the Academic term (or for the next academic year), and supply the Principal with the new proposed menu for approval. The Principal reserves the right to refuse a menu if he/she feels it is not in compliance with the Schools Healthy Eating regime. This includes any price changes and prior approval by the principal of the same.

7. 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)

8. Tariffs*

Suppliers are expected to provide information concerning the catering tariffs/prices to be levied with their sample menus. In this regard it should be noted that the Canteen will not be subsidised by the School.

***Tariffs agreed at the outset of the contract period may not be altered without the approval of the School management. All such tariff changes submitted for approval must include all relevant information substantiating the change to the satisfaction of the School.**

9. Staffing - TUPE

Prospective Contractors will be expected to apply adequate staffing resources to meet the demands of the service at all times. In addition, the staff nominated to operate at the school must:

- Have obtained current/up-to-date certification to comply with current regulations (HACCP)
- All staff will be required to undergo Garda vetting procedures. A list of these staff should be provided to the School Principal and only those who complete their Garda vetting to the satisfaction of the Donegal ETB will be permitted to work on the premises.
- Be willing to engage/converse in the Irish Language as part of the School's ethos to promote the Irish Language

NOTE:- The Successful tenderer must be compliant with all Employment/Employment Rights Legislation; no liability will rest with Donegal ETB/Coláiste Ailigh should any breach of employment law occur. All standard employment records shall be made available for inspection by Donegal ETB and/or the National Employment Rights Authority (NERA) as appropriate.

10. Kitchenette Facility

The successful company will be granted access to use the Kitchenette Facility within the school building to facilitate the serving of Lunches/Snacks for both breaks. A layout plan of the Kitchenette is attached at Appendix 4. The equipment shown in the attached plan is and will continue to be the property of BAM FM/Coláiste Ailigh.

The use of the School Kitchenette facilities is restricted solely for use in connection with the School. They may not be used in connection with the preparation of food to be supplied elsewhere.

11. Control of Kitchenette Facility during breaks

The successful tenderer will be responsible for the control and organisation of students within the Canteen area

12. Supervision

The School authorities will be responsible for organising and supervising the queue for the Canteen

13. 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 Contractor:

- Floor, wall and equipment surfaces in kitchen, servery and dish wash areas. Floors, dining tables and chairs in all dining areas.
- Interior surfaces of windows and glass doors in all kitchenette and dining areas.
- Kitchen service/refuse bin area to be maintained in a clean and tidy condition.
- 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.
- Provision and storage of all cleaning equipment and supplies is the sole responsibility of the Contractor.
- Any defects discovered within the Kitchenette must be brought to the immediate attention of the Facilities Manager

The Kitchenette is located on the first floor of the new building. BAM FM will provide table and bench seating in the adjoining General Purpose Area for students to sit to eat their food. The above requirements must be coordinated in full with Facilities Manager on Site.

14. Facilities Management Company/School Responsibilities

The Facilities Management/School will be responsible for the following:

- Intruder and Fire alarms
- Fire fighting equipment
- Lighting, Heating, Ventilation
- General maintenance, decoration etc.
- Replacement of equipment owned by the School
- Repairs and replacement of School furniture
- Pest control services

15. Refuse

The Successful tenderer will be responsible for the removal and disposal of all waste generated as a result of this service, and will be required to make their own arrangements regarding same.

In any event, the successful company will be expected to minimise the level/extent of unnecessary packaging used with the food products being supplied. The disposal of any waste must be in accordance relevant statutory regulations and are encouraged to dispose of waste in an environmentally responsible fashion.

16. 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.

17. Insurances

The successful Contractors will be required to provide Insurance cover in respect of:-

- Employers liability with a limit of indemnity of €13million
- Public/Products Liability with a limit of indemnity of €6.5 million
- The successful canteen operator will also be required to provide Indemnification to Donegal ETB against any contingent liability that may arise as a result of a loss/claim during the successful tenderer's use of the Kitchenette Facility.
- Details of the above policies may also be required to be furnished to BAM FM (Facilities Management Company) for information and record purposes.

18. Site Visit

The Contracting Authority would advise interested suppliers to undertake a site visit. Please contact the Schools administration office on 074-9125943 to make the necessary arrangements. Arrangements should be organised with the Principal on the agreed days.

SECTION 3 - AWARD CRITERIA

The tenders will be awarded on the basis of the most economically advantageous tender in accordance with the following award criteria, weightings and minimum rules:

	Criterion	Weighting / Maximum Score	Minimum Score
(a)	Proposed Rent Payable	40% / 4000	N/a
<p>The calculation of this criterion will be based on the details of weekly rental that suppliers propose to pay Donegal ETB respect of the service concession being offered at the School (Page 10)</p> <p>Note: Weekly rent is payable in advance without exception or amendment to the number of service days, i.e. payable regardless of student attendance, closures etc.</p>			
(b)	Proposed Methodology on how the service will be provided including Contract Management.	10%/1000	600
<p>Tenderers proposals will be assessed on methodology outlined as to how suppliers will operate the facility and deliver the required service including how they will manage the contract (inclusive of a named contract manager) Page 10.</p>			
(c)	Menu Options Provided/Value for Money	30% / 3000	1800
<p>Tenderers must provide details of a sample menu they propose to provide the school on a typical service day together with associated costs (Page 11).</p>			
(d)	Cashless Canteen Options	20%/2000	1200
<p>Tenderers should provide information on the detail of how this facility will operate including installation/online parent and school topup facilities/reporting requirements. Examples of cashless systems are card, fob, pin (fingerprint is not acceptable because of data protection). A project plan should be provided. (Page 12)</p>			

Tenderers should note that they must achieve a minimum rating of "good" or 60% for each of the individual qualitative criteria (b) to (d) inclusive in order to avoid elimination from the competition. In relation to criterion (a) Proposed Rent Payable, tenders will be scored in inverse proportion to the maximum score which will be allocated to the tender who submits the highest rent amount payable not previously eliminated

Having applied the above criteria, Donegal ETB reserves the right to give preference to the most complete Tender.

SECTION 4 - RETURN OF TENDER DOCUMENTS

Appendix 1, 2 and 3 fully completed together with attached documentary evidence regarding compliance with Food Safety Standards must be returned by email with the subject heading “Coláiste Ailigh, Leitir Ceanainn Tender for School Snacks/Lunches” to:

procurement@donegaletb.ie

and must be submitted by 14th July 2017 at 12noon. Late or incomplete Tenders will not be considered.

Request for Clarifications

All requests for clarification regarding this Request for Tender should be directed to procurement@donegaletb.ie before the closing date for clarifications:- 10th July 2017 at 12noon.

APPENDIX 1- TENDER PROPOSAL FORM - Coláiste Ailigh

THIS FORM OF TENDER MUST BE DULY COMPLETED
AND RETURNED WITH TENDER

TO: procurement@donegaletb.ie

Tenderer's Name _____

I / We the undersigned do hereby undertake to provide the services set out in the tender documentation, in accordance with the specification / requirements and contract terms and conditions provided.

Summary of Tender/Tender Proposal

a. Weekly Rental payable to Donegal ETB

Weekly rent is payable in advance without exception or amendment to the number of service days, i.e. payable regardless of student attendance, closures etc.

Response (please complete)

Total weekly rent proposed:-

€ _____

b. Proposed Methodology on how the service will be provided including Contract Management.

Tenderers proposals will be assessed on methodology outlined as to how suppliers will operate the facility and deliver the required service including how they will manage the contract (inclusive of a named contract manager)

c. Menu Options Provided/Value for Money

Tenderers must provide details of a sample menu they propose to provide the school on a typical service day together with associated costs

Proposed Menu – Examples of:-	Price €
Break Time:	
Lunch Menu:	
Catering for School events, e.g. meetings, presentations etc:	

(d) Cashless Canteen Options

Tenderers should provide information on the detail of how this facility will operate including installation/online parent and school topup facilities/reporting requirements. Examples of cashless systems are card, fob, pin (fingerprint is not acceptable because of data protection). A project plan should be provided (Page 12)

I / We further declare that we have visited and inspected the site (delete as appropriate) and have read and understood the tender documents.

I / We agree that this tender shall remain open for acceptance by you and will not be withdrawn by us for a period of six (6) calendar months from the closing date for submission of tenders.

I / We hereby undertake in the event of your acceptance of this tender, if required, to execute the Agreement within [30] days from receipt of the Letter of Acceptance.

I / We undertake to treat the details of the assignment as private and confidential and confirm that no part of your tender documentation or our tender submission will be transmitted by us to a third party.

I / We understand that you are not bound to accept the lowest or any tender you may receive.

All correspondence relating to this tender is to be addressed to the undersigned tenderer at the following address: _____

The undersigned is empowered to sign this tender on our behalf.

For and on behalf of (Tenderer)

Dated

A Tenderer's failure to sign and date this Form of Tender and to complete all sections may invalidate the tender

APPENDIX 2 - TERMS AND CONDITIONS

In this section “The Supplier” refers to contractors offering to Tender to Colaiste Ailigh which is under the aegis of Donegal ETB. The “Contracting Authority” refers to the Donegal Education and Training Board.

1. General

1.1. Timescales

Completed Tender Forms must be received by email by the Contracting Authority, on or before 12 noon on 14th July 2017.

1.2 The Contracting Authority does not bind itself to accept any tender.

1.3 The successful Supplier will be required to produce:-

- a current Tax Clearance Certificate/TCAN or Statement of Suitability from the Revenue Commissioners. (A copy of Department of Finance Circular 22/95 is available on request from the Contracting Authority)
- A Safety statement (Ref. Health, Safety and Welfare at Work Act 2005).
- Independent evidence of Public Liability Insurance with a limit of indemnity of **€6.5 million**.
- Independent evidence of adequate Employer’s Liability Insurance with a limit of indemnity of **€13 million**.

1.4 Freedom of Information Acts 2014

As a result of the Freedom of Information Acts Public Bodies are no longer able to give guarantees of confidentiality, which had previously featured in Public Procurement. The Contracting Authority has been advised formally by the Department of Education & Skills to the effect that:-

“Information in relation to this tender may be made available on demand in accordance with the Freedom of Information Act, 2014.

Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this competition may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. However, such information may in any case be released under the terms of the Freedom of Information Act 2014

1.5 It is a condition of tender that conditions offered by the Supplier will remain valid for 6 months.

1.6 All tenders must be specified in euro (€)

1.7 All tender information should be supplied in English.

1.8 All costs of tendering shall be at the prospective Supplier’s expense.

1.9 Should any question(s) arise to the interpretation of this contract or as to the execution of any order of work arising from same, the matter shall be referred to the C.E. of the Contracting Authority, whose decision in such cases shall be final and binding.

1.10 DECLARATION:

- I have read and accept the terms of this specification.
- Please note that failure to produce evidence of the documentation, referred to at 1.5 within two weeks of the award of tender, will render your tender invalid.

Signed: _____

Print Name: _____

Position in Organisation: _____

Name of Tenderer: _____

Address: _____

Email Address: _____

Date: _____

Contact No: _____

APPENDIX 3 – DECLARATION OF BONA FIDES

Economic Operators will be excluded from the procurement process if, within the past five years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption , as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator. is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u> 1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions? Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved			

An Economic Operator who answers 'Yes' in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.			
2.1 Please indicate if any of the following situations have applied, within the past three years, or currently apply, to your organisation.		YES	NO
The Economic Operator:		Please indicate your answer by marking 'X' in the relevant box	
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1 Please indicate if any of the following situations have applied, within the past three years, or currently apply, to your organisation.		YES	NO
The Economic Operator:		Please indicate your answer by marking 'X' in the relevant box	
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		

2.1.h	<ul style="list-style-type: none"> is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 		
	<ul style="list-style-type: none"> has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or 		
2.1.i	<p>has undertaken to:</p> <ul style="list-style-type: none"> unduly influence the decision-making process of the contracting entity, or obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. 		

NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Candidate, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.

This Declaration is made for the benefit of the Contracting Authority.	
I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of	
Name of Economic Operator	
Authorised Signatory	
Name in print or block capitals	
Rank / Position	

[illegible]