

EXPRESSIONS OF INTEREST SOUGHT

NATIONAL ARBORETUM CANBERRA

CAFÉ AND CATERING SERVICES: STATEMENT OF REQUIREMENT

31 July 2012

SECTION A

SUMMARY OF REQUIREMENTS

Overview

The Department of Territory and Municipal Services (TAMS) is the ACT Government Directorate responsible for developing and managing the National Arboretum Canberra.

More information about TAMS can be found on the website <http://www.tams.act.gov.au/>

More information about the National Arboretum Canberra can be found on the website <http://www.nationalarboretum.act.gov.au/>

Summary of Requirements

The National Arboretum Canberra (the Arboretum) has a requirement for a Café and Event Catering Services to be located in a high profile location at the Visitor Centre to provide food and beverage services to two functions venues on the site: the Visitor Centre and the Reflective Pavilion (note these are working titles only).

TAMS wishes to license an operator who will :

- Provide a high quality café and event catering service for visitors to the Arboretum, for sponsor events, weddings and for corporate business and other hirers of the venues,
- Contribute to the management and operation of the National Arboretum,
- Ensure the National Arboretum is a venue of choice within the ACT,

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Industry Brief

Refer to EOI document for proposed Industry briefing and Site inspection, 10.00am, Friday 10 August 2012, the National Arboretum Canberra.

SECTION B

STATEMENT OF REQUIREMENT

Background

Work on the construction of the new National Arboretum Canberra (the Arboretum) is nearing completion. This new attraction is being created on a 250-hectare site in the Greenhills Forest areas west of the Tuggeranong Parkway and Lake Burley Griffin. Only 6 km from Canberra, there are spectacular views from the site over the Lake and the City.

The Arboretum comprises a landscape of 100 largely single species forests chosen for their conservation and symbolic values, a wide central valley, paths, gardens and specimen trees, an events terrace, a large grassed amphitheatre, a major children's playspace, various picnic areas and lookouts and a Discovery Garden aimed at inspiring and educating visitors about the use of water and sustainable planting.

There are two significant, visually remarkable, contemporary buildings at high points on the site:

The Visitor Centre takes advantage of the spectacular views of Lake Burley Griffin and Canberra and provides facilities for interpretation and associated activities, retail, the café and major functions space.

The Reflective Pavilion also overlooks the spectacular Captain Cook fountain in Lake Burley Griffin and is a venue for weddings (ceremonies and receptions), parties and corporate events.

Completion of the Visitor Centre building is on schedule for October 2012 and the whole site will open to the public on 2 February 2013 as part of the celebrations for the Centenary of Canberra.

The period between the commissioning of the building and the opening will enable staff to install exhibition material, test systems and fine-tune operational policies and procedures.

Projected visitor numbers in the first year are estimated at 350,000.

The Vision for the Arboretum is

"To be the premier forest and garden attraction in the southern hemisphere"

and the Mission is

"To provide a recreational and educational resource that is internationally recognized for its role in the conservation of the world's trees and that raises awareness in the community of the beauty and diversity of the world's flora of the threats that face them and inspires people to act."

It should be noted however that the Arboretum is also a tourism resource. The tourism and recreation uses in particular, and the Arboretum's development as a sustainable business, require the Arboretum to provide excellent food and beverage services to visitors and other private and corporate users.

Services

The Licensee is required to provide high end café and function catering services at reasonable prices for the general public, staff and venue hirers at the Arboretum. The food

and beverage offering and the service must fit the character and the aspiration of the Arboretum. The Licensee will collaborate with staff of the Arboretum and the retailer to develop themed programs and activities to draw people to the site.

Indicative Visitation

It is estimated that in the first year of operation there will be approximately 350,000 visitors to the Arboretum. However TAMS cannot guarantee the accuracy of this estimate. The café is intended to be a destination in its own right, due to its location and surrounds, and would be expected to contribute to achieving estimated visitor levels. The Arboretum has been open for short periods and there is already considerable interest generated. Already enquiries regarding events and weddings have been received. The Arboretum will employ a Venue Manager and it is planned to actively market both the café and venue hire opportunities in collaboration with the Licensee.

Space Allocation

Café: the café area including the kitchen, preparation, storage and dining areas is approximately 213 sq m indoors and 97 sq m outdoors. The configuration of the space provides flexibility to increase this area if required.

Visitor Centre Functions: an area has been designated within the Centre to be available for functions after hours. This is contiguous with the café indoor dining and is approximately 718 sq m and will seat approximately 350 at tables for a function, depending on the configuration.

The Visitor Centre also incorporates a world-class Bonsai exhibition and this and its associated deck and activity space may also be offered as exclusive venues.

Reflective Pavilion: the area for functions, including food preparation and serving areas is 137 sq m indoors and will seat 65 – 100 guests.

In addition, both these buildings are supported with amenities and service areas.

There are several other areas that can be used as functions venues. These include picnic areas, the events terraces and the amphitheatre. These will not be offered exclusively to the Service Provider. These venues will be booked through the Arboretum Venue Manager and the Licensee could be recommended as one of a panel of providers to any hirers.

Trading Days

Seven days per week throughout the year (with the exclusion of Christmas Day, Anzac Day and Good Friday)

Trading Hours

Café: As a minimum the café must trade between 9.00am and 4.00pm every day. It is assumed that the service provider may open earlier at weekends, offering breakfast.

Visitor Centre: this space will be available for functions seven days a week after 5.00pm.

Reflective Pavilion: this space will be available for functions and events seven days per week

Parking

There are parking spaces on site for 250 cars close to the Visitor Centre, as well as bicycles, buses and overflow grass parking for additional vehicles during major events.

Deliveries

There is a service road and loading bay leading to the rear of the Visitor Centre. During visitor hours this is a shared road with the public and there will be restrictions as regards the time for some deliveries.

Name of the cafe

The name of the cafe will be in line with the name of the Visitor Centre and reflect the nature of the Arboretum. The name of the cafe will be approved by a TAMS representative.

Essential Requirement

Previous experience in providing “quality” café and functions catering for a significant public venue.

Scope of Services

Café Services

The Licensee must manage, operate and supervise the café premises.

The café is to be a high quality sought after venue for breakfast, coffee, lunch and afternoon tea. As a minimum it must provide eat in and take-away food and beverages including:

- Hot and cold breakfast options
- Hot and cold lunch options
- Pre-prepared sandwiches and rolls
- Fresh salads
- Dessert options
- Full coffee menu, a tea selection and hot chocolate
- Cold drinks
- Bakery items
- Refreshments
- Children’s menu options
- Wine and beer

It is important that the Licensee be aware of the needs of visitor groups eg take-away and snack items for children and be proactive in sourcing foods and creating menus that differentiate the café from others.

Café Ambience

The Café must be a destination that draws visitors as a first point of contact for the Arboretum. Many visitors may only visit to go to the Café, and to shop where the café and/or the shop become destinations in their own right.

The look and feel of the Café, the style of food, the table settings and décor items must reflect the values and aspirations of the Arboretum. It is imperative that the Café be a place where trees, wood and related arts as well as landscape and views are celebrated. It must

be a place where stories, that are the interpretive heart of the place, are evident and where the values of conservation and sustainability are exemplified.

Developing a warm and welcoming seating area for singles, couples, families and groups, specialising in sourcing fresh, local produce and paying attention to detail in the choice of every aspect of service delivery so it can contribute to delivering the key messages of the Arboretum will be highly regarded.

Functions Catering Services

The Licensee must provide functions catering services as and when required by TAMS and for other bodies using the venues described for functions.

The Licensee will be responsible for the setting up and removal of tables and chairs for functions at the Visitor Centre and Reflective Pavilion. The Licensee will also be responsible for cleaning, to be conducted on completion of the event or function.

Standard of Nutrition

The Licensee must make available a range of foods which allows patrons to select meals which are nutritionally sound and which cater for some special dietary requirements eg low fat, gluten free, vegetarian etc

As far as is practicable the range of foods should be developed to appeal to the target markets for the Arboretum. Food quality and nutrition is considered a critical factor in attracting and retaining visitor interest and it is vital that the Licensee have a strong interest in creating a high profile and widely admired food offering.

Conduct of Business

At all times the Licensee shall maintain on the premises an adequate supply of the goods and services that the Licensee is permitted to sell or supply by virtue of the Licence.

Licensee Supplied Items

The Licensee shall be responsible and pay for the supply of all items required for the delivery of the services eg condiments, linens, kitchen tools etc. Décor items in the café area must be appropriate to the quality and style of the venue and be kept clean and fresh.

Standards of Crockery, Cutlery and Glassware

The Licensee shall provide crockery, cutlery and glassware of a standard approved by TAMS. This shall be maintained and replaced to retain high standards as required. Reference to Arboretum motifs would be welcomed.

Goods Storage

The Licensee shall maintain appropriate goods storage areas, develop and maintain processes and procedures for storage, preparation and use of all goods and foodstuffs to ensure that appropriate health and safety standards are met and that food remains at its optimum nutritional value.

Goods of a private nature, not related to the Service provision shall not be stored on the Premises.

Cleanliness and Hygiene

The Licensee shall ensure maximum standards of cleanliness and hygiene at the Premises. In particular, the Licensee must comply with any health regulations promulgated from time

to time by TAMS or other Territory Authorities and must maintain the Premises and Services at all times to the satisfaction of the health authorities and TAMS, including any preventive conservation guidelines.

Cleaning

The overall presentation of the café is critical for the success of the Arboretum, particularly at its major entry point, the Visitor Centre. The place must be neat and clean at all times and there will be no tolerance of inappropriate and unnecessary items being left in publicly visible space.

The Licensee must clean the Café Premises daily and ensure that the Premises are clean, hygienic and presentable as a food service area, including but not limited to:

- Food preparation areas, sales counters, floors, tables, chairs, display cabinets and surrounds;
- Café windows; and
- The outside Café areas known as the Café deck, as shown in Appendix 1 of the draft Deed of Agreement and Licence.

The Licensee will pay building cleaning costs relating to the Premises as a proportion of the overall cleaning costs of the Visitor Centre.

The Licensee must promptly remove all waste and recyclable items from the Premises. The ACT Government supports the ACT Smart program and will require the Licensee to recycle waste in the line with ACT Smart principles.

The Licensee is responsible for any damage or soiling caused by its staff or visitors which occur within the areas for which the Licensee is responsible, including as a result of transporting food items from the loading dock to the cafe area, or anywhere else on the site.

If the Licensee fails to comply with its cleaning and maintenance obligations and notice has been given, the Licensor may:

- Carry out the requirements of this clause; and
- Recover the cost from the Licensee.

Pest Control

TAMS shall meet the costs of a periodic pest control service, the Licensor being responsible for arrangements for the delivery of all pest control services.

The Licensee must not arrange or undertake pest control measures, but must promptly notify the Contract Manager in the event that a pest infestation occurs. Where the infestation is caused through fault of the Licensee, the Licensor will recover from the Licensee the cost of the pest control services in eradicating the infestation.

Smoking

The sale, promotion or display of tobacco products from the Premises and the smoking of tobacco products at the Premises is prohibited.

No Guarantee of Trade

TAMS makes no representations, express or implied to the Licensee as to the volume of trade that might reasonably be expected by the Licensee in the conduct of the business. TAMS shall not be answerable to the Licensee for any loss or decrease in the gross receipts of the business due to any cause whatsoever.

Payment of Wages and Allowances

The Licensee shall ensure that all persons employed by it in or in connection with the Services are paid wages and allowances of every kind required to be paid by or under any relevant award, industrial agreement, determination or order of the State or Territory in which the Services are being provided or by or under any industrial agreement that is in force in the State or Territory in which the Services are being provided and that all such persons are employed under the conditions contained in any such award, industrial agreement, judgement or order.

Licensee's Oncosts

TAMS shall not be liable for any of the Licensee's employee on-costs, such as, but not exclusively, wages, salaries, holiday pay or allowances, sick pay, Workers Compensation, PAYE tax, payroll tax, fringe benefits tax or any other tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Licensee.

Interruptions to Service

Should industrial action by the Licensee's employees threaten the Services provided by the Licensee, it shall:

- Advise the Venue Manager as soon as possible; and
- Provide an alternative service acceptable to TAMS.

Accident Reports

All accidents and incidents that could have resulted in an accident or injury involving the Licensee's staff, TAMS employees or visitors which occur within the areas for which the Licensee is responsible are to be reported within 24 hours to TAMS. Where a hazard is identified, this must be immediately notified to the Contract Manager

Trading Licences and Registration

The Licensee shall, at its own cost, obtain, maintain, transfer or apply for all necessary licences and comply with such other requirements that may be imposed on operators of food service facilities in the ACT, to operate the food and beverage operations within the Premises and comply at all times with the provisions of these licences.

Relevant Policies, Standards and Services

The following policies and standards are to be observed in the performance and management of the Services:

- Food Act 2001 (ACT), and all other relevant food and public health laws and regulations affecting the operation of the Services;
- TAMS's security and relevant building codes;
- Environmental and health codes;
- Work Health and Safety Act 2011 ;

- Emergency service regulations and guidelines;
- Contractor management guidelines;
- Other site conditions and procedures such as smoking, parking and evacuation; and
- Instructions and standards as issued from time to time by the TAMS.

The Licensee is to remain abreast of legislative and regulatory changes as they impact on the obligations relevant to the Services. The Licensee must also comply with all applicable legislation, guidelines, regulations and instructions as detailed in the Deed of Agreement and Licence. The Licensee must maintain all necessary statutory approvals for the operation of the Cafe and catering, and accept all inspections and or provision of information relevant to those registrations or statutory requirements.

Reporting

The Licensee shall be required to keep proper books of accounting, invoices and other documents which disclose readily and completely the current financial position and gross revenue of the business.

The Licensee shall provide any other reasonable reports required by TAMS, including access to their annual financial statements.

Continuity of Service

The Licensee shall have plans to ensure the continuity of their Services in the event of various contingencies arising that would otherwise interrupt the provision of those Services.

Yielding up the Premises

At the expiration or sooner termination of the Licence, the Licensee shall yield up the premises in a good state of repair and in a thoroughly clean and tidy condition, reasonable wear and tear excepted.

Transfer of Service (Transition Out)

The Licensee shall arrange, to the satisfaction of TAMS, for the orderly and efficient transfer of the performance and execution of the Services under the Deed of Agreement and Licence where:

- The term of the Deed of Agreement and Licence is about to expire; or
- Either party has given notice of termination of the Deed of Agreement and Licence.

The orderly and efficient transfer of the performance and execution of the Services under the Deed of Agreement and Licence shall include:

- The co-operation of the Licensee with an incoming agent for the purpose of familiarisation with the Services under the Deed of Agreement and Licence; and
- The transfer, to the extent they are willing to do so, of the employees of the Licensee whom the incoming agent wishes to employ.

Social enterprise

The ACT Government encourages social enterprises to provide services to the Government. TAMS looks for contractors who have a social benefit to their operations.

Facilities and Assistance

General

Three distinct venues are addressed in this tender:

- The Café: at the entry to the Visitor Centre
- The Visitor Centre Functions Space: the free space beyond the concourse
- The Reflective Pavilion: on a promontory across the Events Terrace

For each venue, the facilities include:

- Plumbing and electrical services
- gas
- Data cabling and access points
- Telephone points

All utilities have been connected and made available subject to their being used strictly for the purpose of providing the Services the Licensee is required to perform under the Deed of Agreement and licence. The Licensee shall pay all separately metered charges including electricity, gas, data and telephone. Telephone calls only to be paid, rental is covered.

All costs associated with the installation and ongoing costs for lines for EFTPOS or similar direct credit lines will be the responsibility of the Licensee. Installation will need prior approval of the Venue Manager.

Equipment and Furniture

Equipment and furniture provided includes:

- tables
- chairs
- Cafe counter and display
- Kitchen suitable for cafe and heat / plate up catering

Inventory

At or near the Deed of Agreement and Licence commencement date, an inventory shall be made by TAMS and the Licensee. Changes to the inventory shall be agreed by both parties and evidenced in writing.

TAMS owned equipment shall not be removed from the Premises for any purpose other than for repair.

Stocktaking

TAMS and the Licensee shall undertake annual stocktakes (on or around the anniversary of the commencement of the Deed of Agreement and Licence) of all equipment and furniture supplied by TAMS for use. TAMS reserves the right to request more stocktakes.

Damages and Breakages

The Licensee shall make good any loss or damage to TAMS-owned equipment, furniture and fittings caused by negligence of the Licensee or its employees.

Repairs and Maintenance

All maintenance and repairs of kitchen equipment supplied pursuant to the Deed of Agreement and Licence will be undertaken by TAMS. The Licensee is required to promptly notify the Contract Manager if any such item becomes faulty. The cost of preventive and remedial maintenance of TAMS owned items of equipment shall be shared between the Licensee and the Licensor as follows:

- The Licensor will pay the cost for all routine maintenance of TAMS owned items of equipment;
- The Licensee will pay the first \$300 for any non-routine maintenance/repair that is required; and
- The Licensee is required to meet the full cost of repair (or replacement) of an item of TAMS supplied equipment when the fault is caused by misuse by the Licensee.

Should any item of TAMS owned equipment need replacement, other than through misuse by the Licensee, it shall be replaced at TAMS' expense.

All TAMS items of equipment will be under warranty during the first 12 months and the Licensor will arrange for them to be maintained and serviced in accordance with the manufacturer's specifications

Kitchen Refurbishment

Additional equipment installed by the Licensee which requires fixed connection to the building or its services must only be done with written approval from the TAMS. Costs associated with these fixtures must be agreed and approved before work commences.

Vending machines

There will be no vending machines allowed in public space.

ACT Government Access to Facility

TAMS, in consultation with the Licensee where applicable, reserves the right to enter the Premises at any time of the day for any reasonable purpose, including out of hours security patrol.

Events

Events are part of the core business of the Arboretum. TAMS reserves the right to use the Premises for functions and occasions during or after business hours. Reasonable notice shall be given to the Licensee.

The Licensee shall not hire out the Premises, in his/her own right, nor arrange private functions of any sort within the venues, or other parts of the site, without the written permission of TAMS.

The Licensee is not permitted to use the Premises for the purposes of the supply of goods to, or catering for, any event not located within the site.

Exclusivity

The main limitations on the Licensee's exclusive right to provide Services will be as follows:

- the Licensee is unable to provide the required Services for whatever reason;
- TAMS is of the opinion that the Licensee will not be able to provide specific Services for whatever reason, regardless of the Licensee's belief in its ability to provide the

required Services (eg Services for groups with specific religious, cultural or dietary needs);

- the Services relate to the provision of event catering for internal TAMS functions for TAMS staff; (eg Christmas parties); and

Signage

TAMS retains the right to erect signs within and around the Premises.

TAMS must approve any signage erected by the Licensee.

Insurance

Insurance of employees

Before commencing work under the Contract, the Licensee shall ensure that an insurance policy is taken out giving cover for the period of the Contract to the Licensee and its employees against any liability, loss, damage, claim, demand, action, suit or proceeding, costs and expenses whatsoever arising at Common Law or under any statute or other legislative provision, including any statute or such provision relating to worker's compensation with which the Licensee is required by law to comply, as a result of personal injury to or the death of any person employed by the Licensee in or about the execution of the work under the Contract or the performance of the Contract.

Insurance effected by the Licensee pursuant to this provision shall be extended to cover, and the Licensee hereby indemnifies TAMS against, all liabilities of TAMS at Common Law and under any applicable statute or other legislative provision which may arise in respect of personal injury to or death of any person employed by the Licensee or any of its sub licensees, other than liability for damage, loss or injury caused by the negligence of TAMS, its officers, servants or agents.

The Licensee shall on request produce evidence to the satisfaction of TAMS of the insurance effected and maintained in accordance with this requirement.

Insurance and loss of or damage to ACT Government property

Unless otherwise directed by TAMS, the Licensee shall not insure any ACT Government owned plant, equipment, materials or components supplied free of charge (hereinafter referred to collectively as "the ACT Government's Property"). The ACT Government accepts responsibility for any loss of or damage to the ACT Government's Property while in the custody of the Licensee, provided that:

The Licensee shall have taken all usual and proper steps and precautions necessary for the care and protection of the ACT Government's Property;

- Prompt notice shall have been given by the Licensee to TAMS of the occurrence of the loss or damage;
- The risk is one which the Licensee is able to satisfy the ACT Government that it would have been customary for the Licensee to have insured against;
- The ACT Government's Property is not insured under any insurance policy taken out by the Licensee; and
- All usual conditions which would be applicable under a policy of insurance if the ACT Government's Property were insured with an insurance company with which the Licensee normally affects insurance against loss or damage to its own property are observed and complied with by the Licensee.

Public risk

The Licensee shall be solely liable for and keep himself/herself insured with an insurance company approved by TAMS against all actions, proceedings, claims and demands of any nature or kind whatsoever which any person may have or claim to have in respect of death or bodily injury or damage to property arising out of or in any way incidental to the performance of this Deed of Agreement and Licence.

The insurance policy in respect of Public Liability shall be for a sum of not less than \$10,000,000 in respect of any one accident (or such other amount as may be applicable by legislation in individual States). The Licensee shall lodge the policy with TAMS upon request. The policy will be returned to the Licensee after perusal, and if so directed in writing by TAMS, the Licensee shall promptly arrange for the policy to be endorsed in such form as may be required by TAMS.

The Licensee shall indemnify and keep indemnified the ACT Government, its officers, servants and agents against all actions, proceedings, claims and demands of every nature or thing whatsoever which any person may have or claim to have in respect of or arising out of or in any way incidental to the performance of this Deed of Agreement and Licence.

The Licensee shall be liable to the ACT Government for all damage to property owned by or in the control of the ACT Government caused by, the Licensee or the Licensee's servants or agents during the course of this Deed of Agreement and Licence.

Licensee's Representative

The Licensee shall employ an experienced and qualified Service Manager to supervise the Services operation. The Service Manager is required to have a sound knowledge of management and supervision techniques, industrial relations, menu planning, hygiene procedures and other related matters. The Service Manager will also be responsible for working in partnership with the TAMS representative to achieve agreed levels of service in terms of the Service Level Agreement and the Statement of Requirements, and regular liaison with the TAMS representatives regarding the performance of the services.

License Terms

A commercial proposal outlining proposed terms and conditions reflective of the service offer should be submitted with the EOI.

Details of ACT Government Owned Equipment

A draft plan of the Visitors Centre proposed kitchen layout is an Attachment to the EOI.

The ACT Government invites feedback on this layout and facility from potential operators.

CONDITIONS OF TENDER

We confirm further agreement term and conditions will be detailed in the second stage procurement – Request for Tender document.