

Part 3 – Specification

**Request for Tender
(RFT)**

**Operation of the Roma Airport Café
(Management Agreement)**

Closing Time:

**10 am
(Australian Eastern Standard
Time)
6 June 2022**

RFT Number:

22040

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1. INTRODUCTION AND SCOPE

Council invites interested parties to submit Tenders for a Management Agreement of the Roma Airport Café. Council is prepared to pay a management fee to the successful tenderer for the operation of the café.

This Part 3, the Specification, defines the Services that the successful Tenderer will be required to perform at the Roma Airport Café. The Manager must ensure that in providing any of the Services requested by Council that all the requirements for those Services are addressed as described in this Specification and the Management Agreement.

2. DEFINITIONS

In this Specification the following terms will, unless inconsistent with the context, have the meanings indicated.

“**Manager**” means the party selected by Council following the evaluation of tenders to occupy the Airport Café / kiosk space and provide food and beverage services at the Roma Airport Café.

“**Council**” means Maranoa Regional Council.

“**Services**” means the food and beverage services (alcoholic and non-alcoholic) to be provided by the Manager in the Airport’s departure lounge, a security restricted area.

Where a word or expression is not defined in Clause 2 but is defined in Part 5 – Draft Management Agreement, it shall have the meaning attributed to it in Part 5.

3. PARTICULARS OF SERVICE

3.1 About the Café

The current café area is approximately 8m². The eating/dining area that is adjacent to the Café is 14m². The Café is fitted out with the following equipment:

- (i) 1 x Double door display fridge
- (ii) 1 x Single door display fridge
- (iii) 1 x Double spout coffee machine
- (iv) 1 x Coffee grinder
- (v) 1 x Industrial type microwave
- (vi) 1 x large sandwich press
- (vii) 1 x Cold display counter
- (viii) 1 x Hot display counter
- (ix) 1 x Sink
- (x) 1 x Storage cupboards

3.2 Airport Operating Hours and Flights

Council aims to ensure that food and beverage services are available to passengers ahead of scheduled flight arrival and departure times. This translates to the following proposed opening hours for the Café:

- **Monday to Friday** hours of operation generally 6:00 am to 8:00 pm.
- **Saturday** hours of operations generally 9:30 am to 12:30 pm.
- **Sunday** hours of operations generally 1:00 pm to 8:30 pm.

The proposed Roma Airport flight schedule from 1 January 2022 to 31 January 2022 (indicative only, as seen below) shows each arrival and departure. Please note that the flight schedule is

subject to change by the airline which at any time may add, remove or change flight times from the schedule.

Flight Schedules – Roma to Brisbane

| Brisbane to Roma | | | | | | | | | | | | |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|---|---|---|-----------------------------|-----------|
| Dep | Arr | Aircraft | Stops | M | T | W | T | F | S | S | | |
| 700 | 815 | Saab | 0 | → | → | → | → | → | | | | |
| 855 | 1010 | Saab | 0 | → | → | → | → | → | → | | | |
| 1025 | 1330 | Saab | 1 | | | | | | | → | | |
| 1105 | 1220 | Saab | 0 | → | → | → | | → | | | | |
| 1235 | 1350 | Saab | 0 | | | | | → | | | | |
| 1400 | 1515 | Saab | 0 | → | → | → | → | → | | | | |
| 1425 | 1725 | Saab | 1 | → | → | | → | | | | | |
| 1625 | 1740 | Saab | 0 | | | → | | → | | → | | |
| Daily number of Flights | | | | | | | | | | | Weekly Total REX | |
| non-stop | 4 | 4 | 5 | 3 | 6 | 1 | 1 | | | | | 24 |
| one stop | 1 | 1 | 0 | 1 | 0 | 0 | 1 | | | | | 4 |
| Total | 5 | 5 | 5 | 4 | 6 | 1 | 2 | | | | | 28 |

| Roma to Brisbane | | | | | | | | | | | | |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|---|---|---|-----------------------------|-----------|
| Dep | Arr | Aircraft | Stops | M | T | W | T | F | S | S | | |
| 840 | 955 | Saab | 0 | → | → | → | → | → | | | | |
| 1040 | 1155 | Saab | 0 | → | → | → | → | → | → | | | |
| 1250 | 1555 | Saab | 1 | → | → | → | | → | | | | |
| 1400 | 1515 | Saab | 0 | | | | | | | → | | |
| 1420 | 1535 | Saab | 0 | | | | | → | | | | |
| 1545 | 1700 | Saab | 0 | → | → | → | → | → | | | | |
| 1815 | 1930 | Saab | 0 | → | → | → | → | → | | → | | |
| Daily number of Flights | | | | | | | | | | | Weekly Total REX | |
| non-stop | 4 | 4 | 4 | 4 | 5 | 1 | 2 | | | | | 24 |
| one stop | 1 | 1 | 1 | 0 | 1 | 0 | 0 | | | | | 4 |
| Total | 5 | 5 | 5 | 4 | 6 | 1 | 2 | | | | | 28 |

As part of the Tender Response Section 5.1(f)), Council will be seeking information about each Tenderer’s flexibility of operating hours (given that the airline schedule may change causing operational times to alter).

3.3 Food & Beverage Preparation & Service Restrictions

The following restrictions will apply to the successful Tenderer:

- Food preparation (the actual cooking of food) is to take place off site in a Council approved commercial kitchen as the Café does not have exhaust fans installed.
- The Manager will be required to comply with, and ensure that its workers comply with, any Australian Standards and legislation which is in any way applicable to the performance of Services under the Management Agreement.

3.4 Menu

Whilst Council does not have a pre-determined menu, information is being sought as part of the Tender Response to assist in the evaluation process - in particular a sample menu of what type of meals and beverages will be available to customers if the Tenderer is successful i.e., Hot Meals, Light Meals, Beverages (including both alcoholic and non-alcoholic). The level of fresh food compared to pre-packaged food.

Council is keen to provide a number of options for the travelling public at an affordable price.

Tenderers are asked to provide indicative pricing for the items listed on the sample menu.

3.5 Customer Service & Staffing

The Manager, and the Manager's workers, will be required to:

- conduct themselves at all times towards the public in a polite manner;
- wear a neat, tidy and clean uniform that identifies the wearer as a worker of the Manager;
- carry out the Services in such a way as to not adversely affect the customers, other airport workers, the environment or amenity of the area; and
- co-operate with Council's airport management and other contractors to assist Council in providing passengers and guests with a positive visiting experience to the Roma airport.

Tenderers are required to provide details of their proposed staffing levels as part of the **Tender Response (Section 5.1(f))**, and an overview of the training provided to staff, expectations and uniform.

3.6 Licencing and Food Safety

The successful Tenderer will be required to comply with, and ensure that its workers comply with, any Australian Standards and legislation which is in any way applicable to the performance of Services under the management agreement.

The successful Tenderer will be required to obtain a food licence (through Maranoa Regional Council) for any Licensable Food Premises and maintain compliance with the Food Act 2006 (Qld), for the duration of the Term.

The successful Tenderer will be required to obtain a liquor licence for the premises and maintain compliance with the *Liquor Act 1992 (Qld)* and *Liquor Regulation 2002*, for the duration of the Term.

In addition to the experience of the business, Council is keen to ensure that the business's key personnel have the relevant skills, experience, certifications/qualifications and ability to complete the requirements of this agreement. For each individual employed or engaged to oversee a Licensable Food Premises under the Food Act 2006 (Qld), a Food Safety Supervisor qualification. This qualification must be maintained throughout the Term of the Management Agreement.

4. BUSINESS MODEL AND MANAGEMENT AGREEMENT

4.1 Service Models

Council is open to the café service being provided by a range of business models and has provided examples of some models to assist Tenderers to understand the flexibility of Council in delivering the café services. These may include, but are not limited to the following:

- Full-service café – manned at all required times.

- Partial service café – Manned at key times and using vending machines or unmanned at quiet times.
- Full vending machine service – Tenderer only supplying and maintaining vending machines.
- Other types of service operation.

Note: Tenderer's may submit more than one option.

4.2 Arrangements with Council.

Council is open to negotiating financial or other arrangements in the management agreement for assistance in providing a successful business model and service to the travellers of the Roma Airport.

4.3 Business Plan

Please provide a comprehensive business plan for the operation of the Cafe (covering the term of this proposed Contract) that demonstrates a good understanding of the nature of the business. It is advised that the Business Plan should cover all aspects of the business and staffing levels during an average week of trading (Monday to Sunday). Tenderers may be asked to present details of their business plan and operating model to Council at a future meeting of Council.

Business models and plans (including the management agreement) will be assessed against a range of criteria as described in Part 4 – Tender Response.

4.4 Management Agreement Payment & Preferred Term

The successful Tenderer will be required to enter into a Management Agreement (draft copy attached) with Council before commencing operations.

The Management Agreements allows for Council to pay a management fee (including GST) to the Manager. The management fee will be paid monthly.

Tenderers are also required to provide details of their preferred Term for the Management Agreement, with the final term subject to negotiation with Council.

The successful Tenderer's Management Agreement commencement term will be negotiated via Council with the current operators.

4.5 Council's Responsibilities

Council's responsibilities under the Management Agreement are encapsulated within **Part 5 – Draft Management Agreement**, particularly the following sections:

- Part 12 – Council Rights and Obligations; and
- Part 14 – Council Insurance.

4.6 Contractor Responsibilities

The successful Tenderer's responsibilities under this Contract are encapsulated within **Part 5 – Draft Management Agreement**. Please refer to this document for a comprehensive overview of the Contractor's roles and responsibilities under the Management Agreement, particularly the following sections:

- Part 10 – General Management of Café;

- Part 11 – Maintenance, Cleaning and Health;
- Part 13 – Manager Insurance; and
- Part 15 – Assignment, Subcontracting, Mortgaging.

5. ABOUT THE TENDERER

5.1 About the Tenderer (Organisation & Financial)

As part of the Tender Response, Council is seeking details of the Tenderer’s business and financial capacity to deliver the required services for the term of the Management Agreement. To assist Council in the evaluation process, Tenderers are required to provide the following information when submitting the tender:

- **Business Overview** – Please provide a brief summary of the Tenderer’s background and capabilities in relation to the operation of a café or other related food services business.
- **ASIC Company Extract** - Please provide a copy of the ASIC Company Extract, and high-level financial information about the Tenderer’s business.
- **Insurance Coverage** – Please provide a copy of the business’s insurance policies, the insurance requirements are stipulated below:

| Type | Value (\$) |
|-----------------------|--|
| Public liability | \$20,000,000 for each and every occurrence, unlimited in the number of occurrences |
| Workers’ compensation | WorkCover Queensland |

- **Experience and Referees** – Please provide evidence of the Tenderer’s experience in managing a similar operation (similar type and scale to that described in the Tender documents), and a minimum of 2 referees.
- **Food Safety Supervisor** – The café will be a Licensable Food Premises under the *Food Safety Act 2006 (Qld)*, as such, the Tenderer must provide evidence of Food Safety Supervisor qualification for each individual employed or engaged to oversee the Licensable Food Premises.
- **Liquor Licence** – The café will offer alcoholic beverages as part of the services provided to travellers, as such the Manager must hold or be able to obtain the necessary licences to provide this service. All employees of the Manager must have completed a *Responsible Service of Alcohol (RSA) certificate*.

6. OTHER REQUIREMENTS

6.1 Management of Safety Risks Associated with the Contractor’s Operations

Anyone operating a business or undertaking has obligations under the **State Government’s legislation** including but not limited to:

- Work Health and Safety Act 2011
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/W/WorkHSA11.pdf>
- Work Health and Safety Regulation 2011
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/W/WorkHSR11.pdf>
- Work Health and Safety Work Health and Safety (Codes of Practice) Notice 2011
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/W/WorkHSCPN11.pdf>

In **Part 4 – Tender Response, Section 5.1 (g)**, Council is seeking information from the Tenderers to confirm the Tenderer's understanding of, and commitment to, their obligations under the relevant legislation.

6.2 General Safety Requirements

The successful Tenderer must (compulsory) complete an online Corporate Council induction, if not already completed. Completion is to ensure that the successful Tenderer is aware of Council's Work Health & Safety (WHS) requirements.

Contractors will also be provided a site-specific induction on arrival to site. A copy of the Safety Management Plan will be provided to the successful Tenderer or will be available at the Airport office.

6.3 Incident Reporting

Contractors must **immediately** notify Council of any accident, injury, property damage or environmental damage that occurs during the works.

The successful Tenderer/s must also, within three (3) working days after any such incident, provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

Council reserves the right to conduct its own investigation into any incidents associated with the successful Tenderer's operations under the Management Agreement. Contractors and staff are required to cooperate with Council officers / representatives in relation to any such investigation.

6.4 Performance Management

The successful Tenderer will be required to meet regularly with a Council Representative to review the Tenderer's compliance with the requirements of the Management Agreement, specification and all legislative requirements for the supply of Services – including but not limited to:

- Food & Beverage Preparation & Service.
- Operating Hours.
- Menu.
- Customer Service & Staffing.
- Periodic acquittal of expenditure (Listing of Suppliers) if required by Council to report on local spend.
- Provision of a monthly (calendar month) operational report including, but not limited to the following information:
 - Number of customers served.
 - Revenue and breakdown of products sold.
 - Direct Expenses.
 - Gross Profit.
 - Issues and concerns.

Council reserves the right to terminate the Management Agreement in the event that the business's offerings vary significantly to those included in the Tender Response and have not been approved by Council, and such variation is not rectified upon notice by Council to the Tenderer.

6.5 Declaration (Notification) of Actual, Perceived or Potential Conflicts of Interest

A Conflict of Interest is something that may impact your objectivity in performing your obligations to Council if successful in the Tender process. An actual Conflict of Interest is:

- a personal advantage (or avoidance of loss), financial or otherwise, to a Councillor, Council employee or their partner, spouse, immediate relative or friend; and/or
- where a Tenderer has other personal or business interests that may create a risk to, or impact on, the delivery of the goods and services, the subject of this tender, in accordance with Council's requirements.

Please note that Tenderers must not pay any commission, fees, rebates, gifts or entertainment to any officer or agent of Council. Further, Tenderers are to advise of any personal business arrangement with anyone involved with Council. This includes payments, gifts or business arrangements with a partner, spouse, immediate relative or friend of a Councillor or Council employee.

The key to deciding whether there is a perceived or potential conflict of interest is to think of how others might view you in the performance of your responsibilities under this Agreement.

If you have a partner, spouse, immediate relative or friend who is a Councillor or Council employee you must declare this (provide notification/details) so that Council can consider if / how this potential, perceived or actual conflict can be managed.

Failure to do so, at the time of the Tender Response, or later during the term of the Manager (if circumstances change), may result in immediate disqualification from the Tender process, or subsequent Management Agreement.

6.6 Assistance During the Tender Period

If you would like assistance to complete the Tender, contact the Department of State Development, Manufacturing, Infrastructure and Planning.

Department of State Development, Manufacturing, Infrastructure and Planning

The Department's Roma-based representatives can be contacted on (07)4624 1555 / (07) 4624 1543 or by visiting the office at 1-3 Alfred Street, Roma QLD.

If you would like to request the Department's assistance, please make an appointment prior to the last week of the tender period.

Appendix 1: Inventory of Council Owned Property

The following property is provided by Council to the Manager.

| Property Description | Quantity |
|-----------------------------|----------|
| Double door display fridge | 1 |
| Single door display fridge | 1 |
| Double spout coffee Machine | 1 |
| Coffee Grinder | 1 |
| Industrial type microwave | 1 |
| Large sandwich press | 1 |
| Cold display counter | 1 |
| Sink | 1 |
| Storage cupboards | 1 |

Appendix 2: Roma Airport Layout

