



FREMANTLE
COLLEGE

REQUEST

REQUEST TITLE:

Provision of Canteen Operation and Management Services to Fremantle College.

REQUEST NUMBER:

FC2018

CLOSING TIME:

4:00pm, Tuesday 17 November 2017 (Western Standard Time)

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PART A – REQUEST NO FC2018

1 INTRODUCTION

1.1 SUBMISSION OF OFFER

- (a) The Respondent may submit the Offer by hand or by post endorsed as follows:

TENDER BOX --- TENDER NUMBER: FC2018

Manager Corporate Services
Fremantle College
171 Lefroy Road
BEACONSFIELD WA 6102

If the Respondent submits the Offer by hand or by post, the Respondent must provide one (1) copy.

- (b) The Respondent may submit an Original Offer on time by scanning to Joanne.Power@education.wa.edu.au followed by the one (1) copy by hand or post within 24 hours of closing.

1.2 OFFER VALIDITY PERIOD

The Offer Validity Period is for a period of six months.

1.3 BRIEFING

A voluntary briefing and viewing of facilities to Respondents will be conducted on the school site.

Date: *By appointment, as available prior to the closure date but no later than
2pm, Friday 10 November 2017*

Location: Fremantle College, 171 Lefroy Road, Beaconsfield, WA 6162.

1.4 CONTACT PERSONS

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

CONTRACTUAL AND ROUTINE ENQUIRIES:

Name: Joanne Power
Telephone: 08 9337 0500
E-mail: Joanne.Power@education.wa.edu.au

2 SPECIFICATION FOR SERVICES

2.1 BACKGROUND

Fremantle College is a vibrant and inclusive learning community, delivering excellence in education. Students are encouraged to develop to their full potential and flourish in a caring and friendly environment.

Context:

Officially opened in 2018, Fremantle College provides the young people of the Cockburn and Fremantle region with a school that engages them with the future. An Independent Public School, Fremantle College shares the history of education within the area with South Fremantle Senior High School and Hamilton Senior High School, and is offering new possibilities and opportunities for its students, staff and community.

The population of students within Fremantle College's foundation year is in excess of 1000, and they are representative of Fremantle's diverse, inclusive and vibrant multi-cultural community. The local intake area for Fremantle College includes 15 primary schools of varying student numbers, which can present planning intricacies for transition programs and extra-curricular promotions. With a greater number of academic and Specialist programs on offer to the students of Fremantle and Cockburn than previously, local families have been empowered to engage more in their children's education and have embraced the opportunity to invest in the new college.

Purpose-built facilities, including a Performing Arts Centre and specialist science laboratories, enable students to pursue learning interests in an exceptional learning environment. Fremantle College supports students to achieve in senior school pathways, with access to a state of the art Maritime Trade Training Centre and a broad suite of ATAR courses with experienced and dedicated teaching staff. A range of Specialist programs, in addition to the Gifted and Talented Selective Academic Program, engages students with the Arts, sport and technology, and a whole college focus on STEM learning challenges students with real world experiences and opportunity.

Fremantle College has set high expectations for academic achievement, student behaviour and staff professional development. With an explicit commitment to the Department of Education's High Performance, High Care Strategic Plan, as well as the annual Focus plan, the college is inspiring staff and students to challenge themselves and make a real difference. Interventions to support differentiation and accelerate learning success for every student are observable in every classroom, every day.

Enrolment numbers for 2018, the School is anticipating an estimated 1000 students to enrol.

Statistics of the average student spending per day are not currently available. Respondents should not assume that all students will purchase lunch from the Canteen. However, the School will not allow students to leave the School grounds (under normal circumstances) during the School day and alternative food outlets will not be accessible.

2.2 OBJECTIVES

The School anticipates that:

- A healthy nutritious menu will be offered to students before and during the School day.
- Pricing of the menu will be reflective of student budgets and a School environment.
- Key service periods during the day are met, with a focus on minimising waiting periods at recess and lunch times.
- A financial arrangement will exist that enables a return to the School for utilities costs and capital depreciation while offering a viable business opportunity for the Respondent.

2.3 SCOPE

This Request specifies Fremantle College's requirement for a suitable respondent, with the necessary resources and capacity, to operate and manage the School Cafeteria facility through a licence arrangement. It is anticipated that the successful Respondent will need to be on-site and ready to operate the facilities on Monday, 29 January 2018

The Cafeteria will be open during the morning recess and lunch periods to offer food and beverages to students, with the capacity for staff to be able to buy food outside of the lunch periods (refer to clause 6 of Deed for further detail of the lunch period times).

The successful Respondent will be responsible for the School's entire food health requirements. For example food storage, food handling and all Occupational Safety and Health needs for the Cafeteria. The successful respondent will be required to liaise with the School on a regular basis to discuss any issues relating to the operation of the Cafeteria.

The terms and conditions of the proposed relationship between the School and successful Respondent are outlined in the attached Deed of Licence and should be read in conjunction with the information outlined in this Section 2 and Section 3.

2.4 MENUS

The successful Respondent will be expected to develop a daily menu for the Canteen and a list of priced food and beverages to be supplied via dispensing services. The Healthy Food Guidelines will determine food and beverage provision.

Food Risk Classification – Medium.

For further information on this Food Risk Classification, contact City of Fremantle – Health Department.

The successful respondent must consider the following points when determining menus:

- (a) The nutritional and health value of various foods and beverages.
- (b) The range and variety of foods and beverages on offer.
- (c) Sensitivity and awareness to cultural diversity amongst the School's population.
- (d) The preparation and presentation of foods and beverages.
- (e) The hours of operation of the Canteen (to be negotiated) over which food and beverage will be available.

A copy of the food handling and hygiene guidelines will be displayed in the canteen for all personnel working in the Canteen.

Respondents should note

- (a) That the school will not currently allow the following items to be served to Students:
 - carbonated drinks;
 - drinks with a high caffeine content;
 - high fat content foods (including confectionary);
 - high sugar content foods;
 - high salt content foods;
 - deep fried foods; and
 - chewing/bubble gum.

The Department of Education (through the School) reserves the right from time to time to vary and/or supplement this list in accordance with the School's nutritional and health objectives.

- (b) The Canteen will not be able to stock cigarettes, alcohol or over the counter medications for sale to staff.
- (c) Respondents will be expected to support initiatives by the School to implement the Healthy Food

Guidelines that appear as an Appendix to the Deed of Licence.

Respondents are required to submit with their submission a proposed menu and pricing list for the Canteen. The menu will be subject to negotiation with the Principal of the School and reserves the right to request amendments and variations to this menu in accordance with the nutritional and health objectives of the School.

When finalised, the menu and pricing list will be published and distributed to all staff, students and parents at the School.

New items may be added at any time subject to prior approval of the School Principal.

The menu will be set for a six month period and at the end of this time can be renegotiated with the Principal of the School. Any proposed amendments to the menu will be subject to approval by the Principal of the School, at his/her discretion, in accordance with the nutritional and health objectives of the School.

Any new menu agreed to by the Principal of the School may come into effect at the commencement of the first or third term of the academic year. Dates are available from the Department of Education internet site at <http://det.wa.edu.au/education/termdates/>.

2.5 REGULATIONS

The successful Respondent will be expected to comply at all times with the provisions of all relevant Acts, Regulations and By Laws in force during the term of the Contract. This includes, but is not limited to, the Occupational Health, Safety and Welfare Act and associated Regulations, together with the provisions of the Food Act 2008, regulations and by-laws, including the Food Regulations 2009 and the Australia New Zealand Food Standards Code and, where required, any directives issued by the City of Subiaco.

2.6 WRITTEN RECORDS

The successful Respondent must:

- (a) keep proper accurate and detailed written records of gross revenue received during its performance of its obligations;
- (b) provide a monthly statement to the Principal of the School specifying the turnover of the business during that month no later than 14 days after the end of the month;
- (c) provide a financial statement on the conclusion of each calendar year after the commencement of the Licence, no later than 42 days after the end of each year, detailing the turnover of the business during the preceding year. The statement is to be certified by an accountant (as defined by the Commercial Tenancy (Retail Shops) Agreement Act 1985); and
- (d) permit an audit to be carried out on those records by an Auditor appointed by the School at the expense of the School and shall reimburse the School for the cost of the audit if the audit discloses that the statement furnished understates the turnover of the business during the relevant period by more than 5%.

2.7 CONTRACT MANAGEMENT REQUIREMENTS

- (a) Regular meeting between the School and Successful Respondent will be conducted once each term and on an as required basis.
- (b) The School shall monitor the performance of the successful Respondent in relation to adherence to the provisions of the Deed of Licence.
- (c) **Contractual Enquiries**

The successful Respondent should direct all Contractual Enquiries to:

Name: Joanne Power
Telephone: 08 9337 0500
E-mail: Joanne.Power@education.wa.edu.au

2.8 INSURANCE

- (a) Public liability and products liability insurance for an amount of:
 - (i) not less than \$10,000,000 for any one occurrence;
 - (ii) unlimited in the aggregate in respect of public liability; and
 - (iii) limited in the aggregate to \$10,000,000 in respect of products liability.
- (b) Workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)* including cover for common law liability for an amount of not less than \$50,000,000 for any one occurrence in respect of the Licensee's employees. The insurance policy must cover any claims and liability that may arise pursuant to section 175(2) of the *Workers Compensation and Injury Management Act 1981 (WA)*.
- (c) Contents insurance sufficient to cover the full replacement value of all stock and other contents brought on to the Premises by the Licensee.

PART B – CONTENT REQUIREMENT AND RESPONDENT'S OFFER

PART B SHOULD BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE SCHOOL (REFER 'SUBMISSION OF OFFER' REQUIREMENTS OF CLAUSE 1.2 IN SECTION 1 IN PART A).

1 NOTE TO RESPONDENT

In preparing its Offer, the Respondent must:

- (a) address each requirement in the form set out in this Part B;
- (b) in respect of the Qualitative Requirements in Section 3 in this Part B, provide full details of any claims, statements or examples;
- (c) assume that the School has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the School or any other Public Authority; and
- (d) nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request.

2 IDENTITY OF RESPONDENT

The Respondent must declare and provide the following details:

RESPONDENT TO COMPLETE:

- (a) Name of Legal Entity:
- (b) Business Name:
- (c) Contact Person:
- (d) ABN or ACN:
- (e) Registered address or address of principal place of business:
- (f) Email:
- (g) Telephone:
- (h) Facsimile:
- (i) Address and facsimile number for service of contractual notices:

NB: The Offer does not require the Respondent's signature.

3 QUALITATIVE REQUIREMENTS

The School will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The School reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements.

- (a) **A DEMONSTRATED UNDERSTANDING OF THE REQUIREMENT THROUGH SUITABILITY OF PROPOSED VISION FOR THE CANTEEN (20% WEIGHTING)**

The Respondent must:

- (i) demonstrate that the proposal to operate the Canteen meets the Objectives set out in Clause 2.2 of Section 2 in Part A; and
- (ii) demonstrate appreciation and understanding of the requirements of the Request as set out in Section 2 of Part A.

The Respondent must provide an outline of its proposed methodology and approach Including;

- Proposal for attracting students;

- Demonstrated understanding of the particular nutritional requirements relating to children and adolescents;
- Demonstrate how the Canteen will be used to promote awareness of healthy eating and demonstrate a committed willingness to work in partnership with the School to support nutritional and health objectives; and
- A proposal to incorporate theme days and curriculum objectives into the running of the Canteen.

RESPONDENT TO COMPLETE:

Respondent to demonstrate suitability of proposal to operate the Canteen as required under this clause 4(a)

(b) BUSINESS MODEL (30% WEIGHTING)

The Respondent must

- (i) demonstrate how that vision is to be translated into the operations of the Canteen including:
 - Menus and detailed costings for the food and beverages to be offered for sale as outlined in clause 2.4 of Section 2 in Part A;
 - A description of how the Canteen is to operate, including detail on stock management and control;
 - Details of how peak times of lunchtime and recess services are to be managed;
 - The communication strategies that will be implemented between the Respondent and the School;
 - Demonstrated understanding of the Food Risk Classification – Medium and the Australia New Zealand Food Standards Code;
 - Occupational Safety and Health Policies that will be applicable to the Canteen, how these will be implemented, training requirements for new staff and compliance and inspection procedures; and
 - Transition Plan - key dates, requirements, personnel involved and responsibilities.

Respondent to demonstrate suitability of proposal to operate the Canteen as required under this clause 4(b)

(c) ORGANISATIONAL CAPACITY AND EXPERTISE OF PERSONNEL (25 % WEIGHTING)

- (i) The Respondent must demonstrate that it has the organisational capacity to perform the Contract. This description should include details of:
 - the number of available staff to service requirements;

- staffing arrangements to ensure that staff illness and absences will not adversely affect the continuing operations of the Canteen;
 - detail the relevant policy structures and training programs that support staff; and
 - detail proposed supervision and line management support arrangements for staff.
- (ii) identify any proposed Specified (Key) Personnel together with a brief curriculum vitae for each of them;
- (iii) detail the availability of the proposed Specified Personnel for the Contract during the Contract Term; and
- (iv) describe the industry experience of all proposed Specified Personnel.

RESPONDENT TO COMPLETE:

Respondent to provide the organisational capacity information required under this clause 4(c)

(d) DEMONSTRATED EXPERIENCE (25 % WEIGHTING)

- (i) The Respondent must provide details of contracts where the essential reason for being was the operation of a Canteen. The Respondent must provide:
- (A) a detailed description of the goods and / or services provided;
 - (B) similarities between the previous contract and this Request;
 - (C) when the previous contract was performed; and
 - (D) the outcome of the previous contract.
- (ii) The Respondent to provide referee/s in respect of the contracts detailed above. Referee details must include:
- (A) the referee's name and position;
 - (B) company name;
 - (C) the contact telephone number; and
 - (D) the contract or project title.

RESPONDENT TO COMPLETE:

Respondent to provide the demonstrated experience information required under this clause 4(d).

4 LICENCE FEE

The successful Respondent will be required to submit to Fremantle College the amount of:

- \$1.00 for 2018
- \$4,500 for 2019, and
- \$10,000 for 2020-2022.

Respondent to refer to Clause 4 of the Deed of Licence for Licence Fee Review Method.