

Expression of Interest

Café Operation – Old Cheese Factory

EXPRESSIONS CLOSE:

8 November 2021 at 9.00 pm

Enquiries to:

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INTRODUCTION

Casey City Council is seeking expressions of interest from suitably qualified and experienced cafe operators ("Service Provider") to manage a takeaway café in the Homestead space at the Old Cheese Factory through quality takeaway food and beverage services.

It is expected that the successful Service Provider will provide quality food and beverage offerings in line with industry best practice that are responsive to the needs of the City of Casey community and reflects the community's vision and needs.

For any enquiries, please contact Sharon Fitchett Sharon Fitchett on 03 9705 5200.

SCOPE

ITEM		
1	Description:	Operation of pop-up café at the Old Cheese Factory
2	Location:	34 Homestead Road Berwick, VIC 3806
3	Services shall commence after acceptance of expression of interest:	After 8 November 2022
4	Services End Date:	28 February 2022
5	Methods for Expressions of Interest to be submitted:	- By Email to: sfitchett@casey.vic.gov.au
6	Certificates of Currency are to be provided for the following Insurances where applicable: (Refer to General Conditions)	- Public Liability (\$20 million minimum) - WorkCover Insurance for all employees

SCHEDULE A – OBJECTIVES AND RESOURCES

1. Background

The Old Cheese Factory (OCF) site comprises 25 acres and provides a unique range of services, venues and grounds for hire, celebratory functions, picturesque gardens and heritage buildings.

The OCF was first managed and developed as a community facility from 1984 to support the historic buildings, gardens and needs of the local community. The City of Casey assumed management of the site in July 2011, with the site subsequently establishing itself as a reputable community facility continuing to grow in use and popularity, as indicated by the rapidly growing attendance numbers over time.

The Homestead Café located at the OCF (“the Café”) was previously operated by Council, however, in September 2020 a decision was made to close the Café that it was no longer financially viable for Council to continue running the Café.

Whilst it was run in-house, the Café was popular with regular social groups, tourists and visitors to the OCF. The historical pattern shows that annually, the peak months were over the summer months.

2. Opportunity

The Café offers an opportunity for a hospitality provider to operate a fully independent café located in a premium site, which can build on Council’s previous operation and goodwill developed and gain additional benefits from integration with the adjoining OCF offerings.

Council’s key intention is for the Café to contribute to the greater activation of the OCF and to offer a space where people can meet and relax over the summer period 2021-22.

Council also provides a number of functions and events at the OCF. The opportunity also exists for the successful Service Provider to provide catering to such events. The volume and variety of catering services will be determined by the users and hires of the OCF event spaces but may include breakfasts, lunches, conferences, weddings and birthday parties.

The Café offering should have particular regard to (but not limited) to the following criteria:

- Originality of concept – demonstration that the activity has a strong point of difference
- Broad market opportunity and audience appeal.
- Best chance of successful venture.
- Innovation and diversity of offering.
- Creativity and local distinctiveness.
- Locally based enterprises and ventures.
- Convenience products and services.
- High quality design and appearance.
- Demonstrated level of business success, supported by financial documentation.
- High quality, freshness and visual presentation of products/services.
- High quality food that is healthy, sustainable, safe and fresh.

The Service Provider acknowledges that the operation of the Café services is affected by seasonal influences and that Council has given no undertaking as to the profit to be received by the Service Provider.

3. Program of Events

A number of events are planned for the January-February 2021-22 period (pending restrictions). Attendance for each event is capped at approximately 300 people.

The scheduled events below are designed to increase activation at the site and would support the uptake of food and beverages offered by the Service Provider at the café space:

- Rainbow Community Picnic
- Super Heroes Picnic – children’s event
- Sunday Sessions – music and food truck event

Along with programmed events, there are also regular hirers and service providers at the broader OCF site, including arts groups and woodworkers’ groups.

4. Council’s Objectives

The principal objectives of Council are to:

- (a) secure a financially reliable and experienced hospitality service provider to conduct the business of a café from the premises and to provide a vibrant, accessible and attractive food destination for locals and visitors to the OCF that will contribute to the activation OCF precinct;
- (b) ensure the continued operation of the café services from the OCF;
- (c) ensure that the Service Provider delivers a high-quality service to the public; and

To assist Council in achieving these objectives, the Service Provider must:

- (a) offer a variety of takeaway food and beverage offerings to the public;
- (b) offer a range of menus and hamper packages, service styles and price points to reflect the various customer requirements
- (c) provide a full complement of trained staff required to deliver the café services from the Facility

5. Expression of Interest Application

The expression of interest must include the Service Providers experience in operating a café business, including:

- (a) The trading history of the Service Provider;
- (b) Related business and trade experience – experience in a hospitality environment;
- (c) The disclosures of any prosecution brought against the Proponent under the *Food Act 1984 (Vic)*.
- (d) A statement setting out the details of the proposed cafe, including:

- marketing and business plan;
 - the proposed operating hours of the café;
 - the food and beverage services proposed, including a sample menu of food, hamper packages, beverages and prices proposed to be sold, including any proposed seasonal variations of such menu;
 - the food and beverage service equipment to be provided;
 - Food Safety Plan and appropriate Food Act Registration;
 - COVIDSafe plan.
- (e) Evidence of the Service Provider's financial capacity to operate the café business, including provision of the Service Provider's balance sheet and any other financial statements;
- (f) The number of personnel that the Service Provider intends to dedicate to the operation of the café business; and
- (g) How the Service Provider will ensure that there will be a continuing availability of sufficient resources throughout the period, including the Service Provider's ability to respond to short term increases in demand at short notice.
- (h) How the Service Provider will integrate environmentally friendly practices in the café operations.

SCHEDULE B – SERVICE SPECIFICATIONS

1. Café Offering

The Service Provider will be required to supply and manage the following components of the café services at their cost:

- Staff – provision of recruitment, training and management.
- Menus and event promotional collateral.
- Food and non-alcoholic beverages
- Coffee machine
- Cleaning of the licenced areas as specified.
- Catering equipment, crockery, cutlery and glassware, as required.
- Uniforms.
- Reporting, as specified.
- All food service equipment necessary to deliver the services
- All other consumables, disposables / paper goods and chemicals as required to meet the requirements of the cafe service.
- Management expertise and any relevant software required for the management and delivery of the café service.

2. Hours of Operation

The rooms and grounds are available for hire from 8.30am – 12.00am. The office is open 7 days a week 10.00am – 4.00pm. Staff are generally on site from 7.30am – 4.30pm

It is anticipated that the Café will operate 7 days a week between 9am – 4pm weekdays and 8.30am to 5pm weekends as well as opening in conjunction with other events which attract people to the area, such as markets at the OCF.

However, the Service Provider will be free to determine their own pattern of trading hours and menu style.

3. Menu and Food Offering

The opportunity is to successfully provide a vibrant, accessible and attractive food and relaxation destination for locals and visitors, looking to enjoy a place to meet for takeaway coffee, cake or a picnic hamper.

The café offering must include high quality coffee and tea as well as non-alcoholic drinks, confectionery, cakes, cheese platters and light takeaway lunches. The offering must be affordable and include healthy options.

The Cafe is registered as a Class 2 Kitchen. The Service Provider will need to comply with all health regulations and laws and must manage and deliver food safety in accordance with the Food Act 1984.

The Service Provider acknowledges that there is no grease trap so not deep-fried food can be cooked on site.

4. Existing Fixtures and Fittings

- Crockery, utilities

- Two ovens – one commercial, one domestic
- Cake display fridge – small
- Cake display fridge – large
- Bar freezer x 2
- Commercial dishwasher
- Single glass door fridge
- Double glass door fridge
- Microwave
- Bar fridge
- Single door freezer domestic freezer

5. COVIDSafe Plan

The Service Provider must comply with Council's COVIDSafe Site plan – attached in Annexure C.

The Victorian Government restrictions are still in place to help slow the spread of COVID-19. This has implications for the use and operation of the Facility and OCF. Please stay up to date with current information at <https://www.dhhs.vic.gov.au> as it is the Service Provider's responsibility to comply with these restrictions and the Victorian Government patron density quotient and social distancing requirements.

The Service Provider must follow directions set out by the Chief Health Officer and the Department of Health and Human Services relating to COVID-19.

The Service Provider must hold and enforce a COVIDSafe Plan for the operation of the cafe. The Council does not endorse or approve measures outlined in any COVIDSafe Plan provided. The Service Provider must update its COVIDSafe Plan from time to time to align with Government directions and restrictions.

6. Cleaning, Repairs and Maintenance

The Service Provider is responsible for the cleaning of the Premises, including the supply of all chemicals and cleaning equipment. The Service Provider must develop a cleaning schedule for the premises.

The structure of the building cannot be altered in any way, it must remain as close to its original state as possible. Council is responsible for undertaking all emergency works, scheduled repairs and maintenance at the building and the Service Provider must immediately report all maintenance issues requiring attention to the Council – OCF office for Building Maintenance.

7. Waste Removal

The Cafe has both general waste and recycle wheelie bins available for use by the Service Provider. Waste must be collected and managed by the Service Provider economically and efficiently to reduce waste generation.

The Service Provider must move the bins to the designated collection point once full. The Site also has a compost heap that can be used for any appropriate food waste.

8. Utilities

Utility usage charges will be paid by the Service Provider at a flat rate as follows:

- Water usage – \$60 per month
- Electricity usage – \$100 per month
- Gas usage – not applicable

9. Storage

The Service Provider must not use the Café area for the storage of any equipment or food. The Service Provider may use the adjoining building, as shown in Annexure B, for such storage. Council will not any responsibility for the safekeeping of the Service Provider's equipment or stock.

10. General Conditions

- (a) This contract is non-transferable, and the Service Provider must not assign or transfer the contract of services to another party.
- (b) Either party may, on giving not less than 30 days notice in writing to the other, terminate the contract.
- (c) The Service Provider must be the holder of a current public liability insurance in the joint names of the Service Provider and the Council and shall cover Council, the Service Provider and its sub-Service Providers and provide a minimum cover of 20 million dollars (\$20,000,000.00) against any claims whatsoever arising out of or incidental to the use and operation of the Café.
- (d) The Café must only be used for the sale of takeaway food and refreshments in accordance with quality standards.
- (e) The Service Provider agrees to conduct its business in good faith and in accordance with the best business methods and in a reputable manner.
- (f) The Service Provider agrees to maintain a high standard of presentation by staff, including the wearing of uniform at all times of operation.
- (g) The Service Provider agrees to provide readily available product information and agrees to maintain the products in a fresh state and include seasonal products for variety.
- (h) The Service Provider will register the business in accordance with the Food Act 1984 and comply with, and be operated in compliance with, the requirements of the Food Act 1984, Public Health and Wellbeing Act 2008 and all other relevant Acts and laws.
- (i) The Service Provider agrees to comply with any directions of an authorised officer of Council.
- (j) The Service Provider must not place any tables and chairs in or around the Cafe site without first obtaining the written approval of the Council.
- (k) That at any time prior to the expiration of the term of the contract, the Council may call for expressions of interest from persons interested in entering into a lease for the Café from the expiration of the term.

- (l) Upon expiry of the term, the Service Provider must vacate the Café and leave the premises in a clean and tidy condition suitable for another operator to immediately occupy the premises. If any cleaning or restoration work is required to be carried out by the Council as a result of the Service Provider's failure to leave the site in a condition fit for another immediate occupation the Council may make good the site and recover the cost of doing so from the Service Provider.
- (m) If the Service Provider breaches any of the conditions of this contract, the Council may do any one or more of the following, but is not limited to:
- i. re-enter and take possession of the site;
 - ii. recover from the Service Provider any moneys outstanding under the contract up to the expiry date; and
 - iii. exercise any of the Council's other legal rights.
- (n) Any material breach of the conditions of this contract may result in immediate termination of the contract. The Service Provider will have no claim for payment or compensation from the Council in respect of such termination.

DISCLAIMER

1. Council will not be bound to engage any service provider or review any proposal that does not conform with the requirements set out in this expression of interest.
2. The Service Provider acknowledges that Council may terminate the expression of interest process at any time.
3. Neither Council nor any of its consultants accept any responsibility to any service provider or other third parties under the law of contract, tort or otherwise for any loss or damage which may arise from anything contained in this expression of interest, any matter deemed to form part of this expression of interest, the supporting information or documents referred to in this expression of interest, or any other information supplied to any service provider on behalf of Council.
4. All information given to a service provider and ultimately the preferred Service Provider by Council or its respective officers or agents will be given on an "all care and no responsibility" basis.
5. By receiving delivery of this expression of interest, each organisation and ultimately the Service Provider shall, without qualifications, be deemed to have acknowledged acceptance of and shall be bound by the provisions of this disclaimer clause.
6. Council reserves the right not to proceed with the expression of interest and to decline to discuss the expression of interest further with any parties. No reimbursement of costs will be paid to persons or organisations preparing proposals in relation to this expression of interest.
7. No unsuccessful organisation will be entitled to any redress against Council or in the event that Council permits any amendments or additions to any proposals or enters into any agreement in relation to the Cafe with any other person whether an organisation or not.
8. Nothing in this expression of interest shall fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the premises or Council's land, or the granting of any planning approval or building permit, the approval or certification of any plans of subdivision or consolidation applicable to Council's land or the issue of a statement of compliance in connection with any such plans.
9. Council will treat all material submitted as confidential and will also require all service providers to observe confidentiality.

CAFÉ PLAN

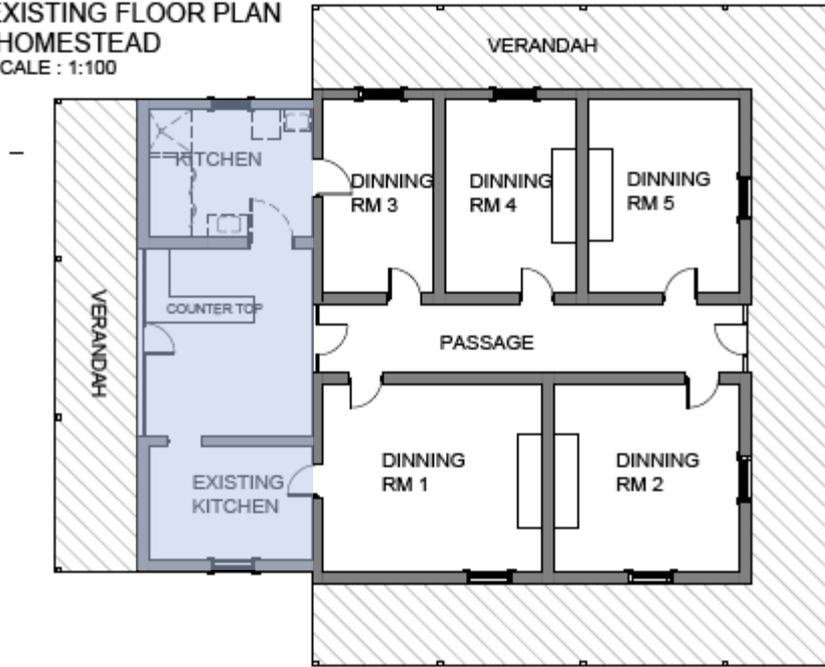


Site Plan – 34 Homestead Road, Berwick

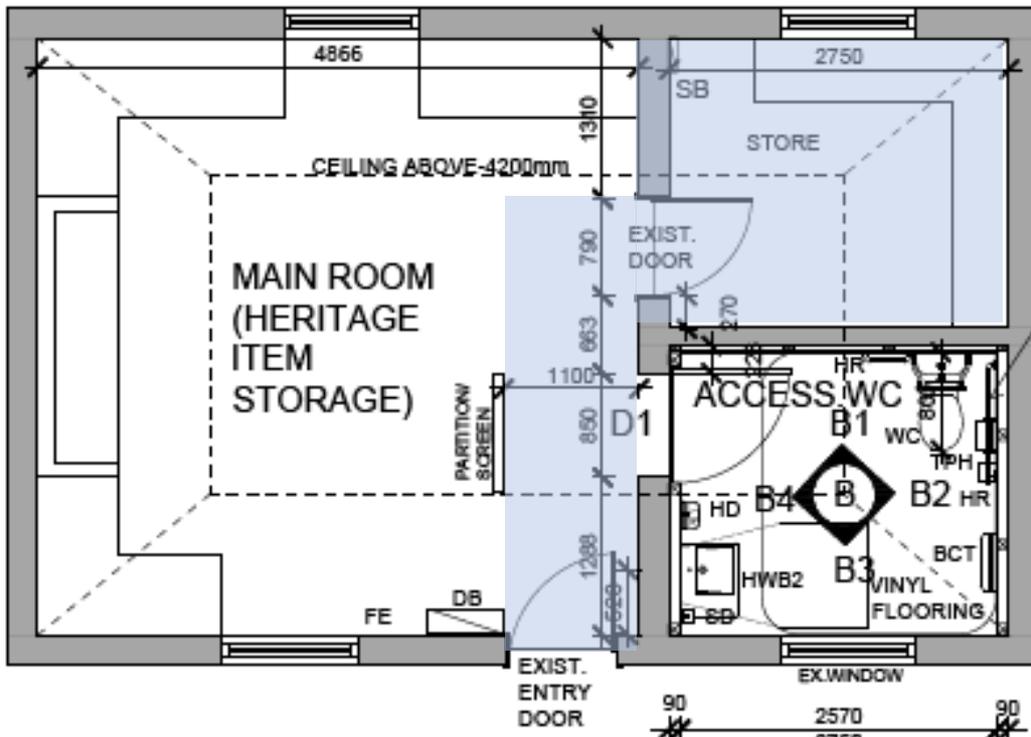


Café Plan – Aerial view of Old Cheese Factory Café and Wash House

**EXISTING FLOOR PLAN
-HOMESTEAD**
SCALE : 1:100



Café Floorplan – Café kitchen and takeaway counter available for use (shaded blue)



Wash House Floorplan – Additional cold storage available for use (shaded blue)