

**REPORTS FOR DECISION BY THE
CABINET MEMBER FOR
ECONOMIC DEVELOPMENT AND TRANSPORT**

Date Issued: 15 December 2011

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A Record of Decision will be issued following the conclusion of 5 clear working days from the date of issue of the Report

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Agenda Item 1

MAIDSTONE BOROUGH COUNCIL

CABINET MEMBER FOR ECONOMIC DEVELOPMENT AND TRANSPORT

REPORT OF ASSISTANT DIRECTOR OF REGENERATION AND CULTURAL SERVICES

Report prepared by John Foster

Date Issued: 15 December 2011

1. Museum Café Tender

1.1 Key Issue for Decision

1.1.1 To consider the Museum Café tender and appoint a café operator.

1.2 Recommendation of Assistant Director of Regeneration and Cultural Services

1.2.1 That The Barge Limited be granted a contract to operate a café facility cum concession at the Maidstone Museum and Bently Art Gallery, St Faiths Street, ME14 1LH, Kent subject to satisfactory financial, Health and Safety checks and agreement on terms.

1.2.2 That delegated authority be given to the Director of Regeneration and Communities to agree the terms of the Contract.

1.3 Reasons for Recommendation

1.3.1 The existing café is located in the Brenchley Room and is operated by the Museum's Customer Service Advisors (CSA). The café was co-located with the shop until recently enabling a single member of staff to serve both the shop and the café. The shop has now been relocated next to the new reception and main entrance to increase its visibility and improve sales.

1.3.2 The continuation of the café in its current form would require a member of staff to be available in the Brenchley Room to serve customers. Income from the café would not make this viable, once staffing costs have been taken into account. Table 1 sets out the income from the Café over the last 5 years but does not include costs related to staffing, utility or Non Domestic Rates.

Table 1

	<u>2006/07</u> <u>Actual</u>	<u>2007/08</u> <u>Actual</u>	<u>2008/09</u> <u>Actual</u>	<u>2009/10</u> <u>Actual</u>	<u>2010/11</u> <u>Actual</u>	<u>As at</u> <u>28/09/11</u>
Items for Resale	6,895	6,914	7,250	7,619	6,883	3,641
Coffee Shop	-10,520	-8,995	-10,362	-11,425	-8,740	-3,785
Net Income	-3,625	-2,082	-3,112	-3,806	-1,857	-144

- 1.3.3 Clearly the café once staffing and other costs have been taken into account is not financially viable. However with investment, a broader range of food and drink and increased visitor numbers following the opening of the East Wing a café might be viable. Soft market testing confirmed some interest in the proposition from the private sector and it was decided to offer the opportunity to operate the Museum's Café to the market. The opportunity was advertised in the Kent Messenger, sent to Town Centre Management members, the Federation of Small Businesses, The Improvement & Efficiency South East (IESE) Business Portal, The Council's website, and other online tender sites.
- 1.3.4 The tender required operators to invest in the servery to increase the range and quality of the café offer in the first year. No payment would be expected to the Council in the first year in exchange for this investment. The tender documentation asked bidders to propose a profit share arrangement in following years. The contract term offered was 5 years, with the opportunity to extend the contract by a further 3 years in 2017, subject to satisfactory performance. The tender document is set out in Appendix 1.
- 1.3.5 63 expressions of interest were received but no tenders were submitted by the deadline of 31st October, except one which was late, and deemed not valid.
- 1.3.6 In the absence of bidders, following market testing, the Council's procurement policy enables the Council to negotiate terms with any operator. Tenders were going to be scored against the following: Experience and track record; vision and imagery for café; level of investment in first year; proposed profit share; delivery timetable; flexible working.
- 1.3.7 Voluntary Action Maidstone was approached, as was Mid Kent College to see if there was interest in operating a café but no interest materialized.
- 1.3.8 The tender submission that was late and not valid was revisited. The proposal was submitted by The Barge Limited, of the Barge Restaurant located next to the Archbishop's Palace. The proposal is being assessed against the criteria set out in the procurement process (as

stated in 1.3.6) and will be expected to achieve satisfactory ratings against the criteria.

1.3.9 The Barge Limited currently operates in Maidstone and is a local company. Discussions with the Managing Director have taken place and the company stands by their tender submission and will work flexibly with the Museum to create a quality café offer. This includes investing in the café servery, providing staff and catering for functions and events held at the Museum. A table setting out the initial capital investment, sales projection and profit share is available in the Exempt Appendix.

1.4 Alternative Action and why not Recommended

1.4.1 There are four alternatives which have been rejected.

1.4.2 The Museum's CSA staff could continue to run the café as it is but this would require additional staffing resource, capital investment and focus on building up the business. There are not the in house skills to successfully achieve a viable café and this option exposes the Council to more risk than the preferred option.

1.4.3 The café could be closed and alternative activities could take place in the Brenchley Room. These include:

- using it as a community art space, allowing more community groups to display their work;
- using it as a space available for hire (business use, weddings, lectures, events etc). This use may generate revenue. If a café does operate from the room it would still be possible to hire the space out but on a more limited basis;
- Using it as a permanent gallery to display the collections.

1.4.4 However it is considered that a café adds to the Museum's appeal as a visitor destination, and could provide a revenue stream.

1.4.5 Vending machines could be installed however this service does not reflect the quality and vision the Museum aspires to following the completion of the East Wing.

1.4.6 The opportunity could be retendered however it is felt there is no evidence to suggest it would produce a different result and would mean a delay in the process.

1.5 Impact on Corporate Objectives

1.5.1 The report supports the Corporate Objective that "By 2015 Maidstone continues to be a clean and attractive environment for people who live in and visit the Borough" and the action "Maximise our leisure and cultural offer to enhance the quality of life for our residents whilst attracting visitors, new residents and businesses."

1.5.2 It also supports the Corporate Objective that "By 2015 the Council will continue to have and demonstrate value for money services that residents are satisfied with" and the action "Seek out and implement new ways of delivering services that are not our core business, such as the Theatre and the Museum."

1.6 Risk Management

Risk Description	Likelihood	Seriousness or Impact	Mitigation Measures
The Barge Limited does not make a profit in line with their submission.	D	3	Regular formal review meetings will be held to monitor progress and action taken to mitigate lower than expected income targets. The Visitor Economy Business Unit and Museum will work with The Barge to drive up visitor numbers and market the Museum .
The Café is loss making and closes down	D	3	There will be a close working relationship with the café operator, formal review meetings and regular monitoring will give early profits warning and action taken to mitigate this risk e.g. terms could be renegotiated, marketing campaign launched. If the café closes the fixtures and fittings will remain the ownership of the Council. A new operator could be sought which could benefit from a more modern improved servery.

(Likelihood: A = very high; B = high; C = significant; D = low; E = very low; F = almost impossible) (Seriousness or Impact: 1= catastrophic; 2 = critical; 3 = marginal; 4 = negligible)

1.7 Other Implications

1. Financial	x
2. Staffing	
3. Legal	X
4. Equality Impact Needs Assessment	

- 5. Environmental/Sustainable Development
- 6. Community Safety
- 7. Human Rights Act
- 8. Procurement
- 9. Asset Management

1.7.1 Financial: The Barge will make a capital investment in the café servery at no cost the Council. If in profit the Council will receive a share of this profit. The cost of utilities used by the café will be covered by the Council. The Brenchley Room is not separately heated, so room lighting, power to and water will be the main costs. These costs will be estimated to provide a clear financial picture of the value of the operation. The cost of telephone line and calls will covered by the café operator. The café area will not be separately rated for Non Domestic Business Rates (NNDR) purposes. The café area represents 3.6% of the Museum’s floor space and on a pro rata basis NNDR attributed to the café would be £1,470. This proportion of the rates will continue to be paid by the Council.

1.7.2 Legal: The Head of Legal Services will be required to prepare and complete the contract.

1.8 Relevant Documents

1.8.1 Appendices

1.8.2 Appendix 1 Tender Document.

IS THIS A KEY DECISION REPORT?

Yes

No

How to Comment

Should you have any comments on the issue that is being considered please contact either the relevant Officer or the Member of the Executive who will be taking the decision.

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**INVITATION TO TENDER
DOCUMENTS**

Supplier.....

**Project Museum Cafe
Project 1690**

Museum Cafe Project 1690

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General guidance
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Assessment process
Pricing guidance
Selection process
Evaluation and contract award

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SECTION 3 Forms for completion

This section contains a selection of forms to be completed and returned to form part of the Tender Submission.

Form A	Confirmation of offer
Form A/1	Supplier details (contracting organisation)
Form B	Certificate bona fide
Form C	Sustainability questionnaire & statement
Form D	Equalities questionnaire
Form E	Financial status
Form G	Method statement
Form H	Health & safety questionnaire

SECTION 4 Appendix

Appendix A	Evaluation model
Appendix B	Plan of the ground floor of the museum
Appendix C	Museum coffee shop five year turnover
Appendix D	Visitor numbers 2010/11
Appendix E	Location of nearest utilities

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SECTION 1

Introduction, guidance and tender process

Introduction

Maidstone Borough Council's district covers an area of 155 square miles lying between the North Downs and the High Weald in the middle of the County of Kent. Maidstone is the County Town and is surrounded by numerous villages of varying sizes. The heart of the district lies mid-way between the Channel Ports and London and is traversed by the M20 motorway. The Borough has a population of approximately 143,000.

We want Maidstone borough to be a vibrant, prosperous 21st century urban and rural community at the heart of Kent, where its distinctive character is enhanced to create a safe, healthy, excellent environment with high quality education and employment where all people can realise their aspirations.

In addition, Maidstone Borough Council (the council) is committed to ensuring that the people of Maidstone are educated, skilled and trained with access to lifelong learning and cultural opportunities. Where possible the council looks to its suppliers to support this vision and when awarding large contracts will consider these aims in its selection process.

Local authorities are required to encourage small to medium enterprises (SME) to share in council contracts. It is hoped that this scheme will at least provide local people with potential opportunities and stimulate the local economy.

The form of contract will be the council's standard service contract. The contract term will be for 5 years, with the opportunity to extend the contract by a further 3 years in 2017, subject to satisfactory performance.

The tender specification will provide details of performance standards and related procedures that the contractor is required to meet in this contract.

The Council is seeking Tenders from suitably qualified contractors to operate the cafe and bar as well as an opportunity to provide catering for the Museum and Bently Art Gallery (Museum).

The operator will be offered the opportunity to cater for events, functions and meetings etc held in the Museum building. If the operator is not able to provide the catering needs of the specific event, then the Council reserve the right to offer the catering to a third party.

The cafe is currently located in the Brenchley Room with the shop and tourist information services. From the 31st October, the shop, visitor information and main reception will be relocated to the east wing of the Museum. The cafe will remain in the Brenchley Room, enabling more space for the cafe and function uses.

The museum's new east wing extensions will greatly improve visitor facilities at the museum making it a more attractive and pleasurable place to visit. New galleries, new meeting venues and the new Visitor Information Centre will ensure a higher profile for the Museum and, it is anticipated, increased footfall. The new east Wing will be opened in phases from October 2011 and will be fully operational by March 2012.

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General guidance

Please read the instructions carefully as failure to follow the process correctly could result in your submission being disqualified.

The information provided by the council should be treated as confidential and only used for the preparation of a response to this document. Likewise the information you give will be treated as confidential, however, the council has a statutory duty to comply with the requirements of the Freedom of Information Act 2000 and the supplier agrees to the council disclosing to the general public on request such parts of the information as must be lawfully disclosed under and by virtue of the operation of the act.

The details set out by the council in these documents are given in good faith and believed to be correct. The council however does not warrant the accuracy of those details and the supplier should make its own appropriate searches, enquiries and inspections.

The BIP Solutions e-Source system will be used to facilitate the secure interchange of documents. All communication should be made via this system quoting access code **J33YXD864H** and tender box **MBC 1690**

Any questions must be forwarded via e-mail, using www.delta-esourcing.com . All answers will be deposited in to the tender box and you will be notified when they are available for retrieval. Click on the 'retrieve documents' tab and download the documents.

Instructions for return of tender

Please reply using the forms where and as indicated. If you need to submit continuation pages please ensure they are clearly marked with the correct reference numbers and headings.

Your I.T.T. response must be submitted electronically into the same tender box that you used to retrieve the original documents, duly completed and signed before the tender box closes at **15:00 on Monday 31st October 2011.**

When you have logged into www.delta-esourcing.com, click on the Response Manager tab and you will automatically view the tender title or enter the Access Code as required.

When you are in the tender box where the documents are to be deposited click on Stage Two Prepare Response and follow the onscreen instructions to deposit your response.

1. You will be asked to use the Browse facility to locate your document.
2. Click the Upload button to perform the upload function
3. Click Submit to make the document available in the tender box
4. You are then required to confirm your submission.

It is not until all these steps are completed that the document is submitted for later access by the Council and your bid can be considered.

If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all the documents in an application like WinZip.

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Please ensure that you allow yourself plenty of time when submitting prior to the closing date and time. If you are experiencing problems, then please contact the Delta helpdesk via email: helpdesk@delta-esourcing.com or call 0845 270 7050 for further assistance.

The system is Web based and consequently the time to upload files will depend on the size of the file and the speed of your ICT equipment and line capacity.

Please do not leave the submission to the last hour as should the process take longer than expected or you experience a technical malfunction you will not have time to recover the situation. We would generally recommend uploading 24 hours in advance of the deadline.

Please also remember any documents uploaded are not accessible to the Council until after the deadline. So consider submitting any finalised documents as soon as they are ready. Documents, uploaded in error, can be removed at any time up to the deadline.

It is the supplier's responsibility to ensure that their completed submission, together with all requested supporting documentation is deposited by the dead-line. It will not be possible to submit documents once the tender box has closed and therefore the Council cannot consider any bids submitted after the deadline.

Please ensure that form A confirmation of offer and form B certificate bona fides are signed by an authorised signatory. Failure to do is likely to cause the tender to be disqualified.

Assessment process

The selection process will follow a number of stages. After the closing date the tenders will be opened and recorded in accordance with the council's procedures. Compliant submissions will then be evaluated and scored by an assessment panel. A period of clarifications, and possibly interviews will follow until the final selection is made.

Only the information supplied in the manner requested within this document will be assessed. The council regrets that it cannot evaluate any other form of submission. e.g. sales brochures and company literature.

During the assessment process examination of other information supplied will take place. e.g. financial status and insurance.

Pricing guidance

Due to the level of investment expected by the contractor in the first year, there will be no payment to the council, rent, tax or any other charge for the first year, other than the phone line rental and call charges.

Investment is expected in the servery, signage, tables, chairs and general decor as well as any equipment that you may require to store, display and serve your food and drink.

The contractor is expected to set out the level of capital investment proposed in the first year, followed by a budget forecast, which clearly states the financial offer being made to the Council. The Council is prepared to share the risk and welcomes offers which reflect a percentage of profit rather than rent.

All electricity and business water rates will be paid by Maidstone Council for the duration of the contract.

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The successful contractor will be responsible for the line rental and cost of calls for any telephone or internet lines that they install.

Form A must be completed to show your financial proposal (per annum) for each year after the first year.

Form A and Form B must be signed by an authorised signatory otherwise your tender will be disqualified.

It is envisaged that the Council will not have any on-going costs for operating this service, instead it is intended that the successful organisation will pay either a set fee or percentage of their profits to Maidstone Borough Council for this business opportunity.

Payments to the Council will be made quarterly in arrears.

Evaluation and contract award

The basis of the tender is for the applicant to provide the service as described in the specification and brief.

The council does not bind itself to accept the lowest or any tender and will not in any circumstances reimburse the cost of preparing and submitting tenders.

The contract will be awarded on the basis of which tender is assessed as the most economically advantageous to the council, taking into account quality and price.

Details of the tender evaluation criteria and weightings, to be used to assess the tenders, are included in Appendix A.

In the event that it becomes apparent to the council that a tender contains an error, the contractor shall be required to stand by their submission or withdraw their bid. The council may seek clarification of tenders or individually priced items within the tender, that look abnormally priced compared to other bids received for similar aspects of the project.

Following the selection and approval process the successful contractor will be notified and a letter of intent will be raised. Unsuccessful applicants will be notified at this time.

The council will publish the amounts of all the tenders in ascending order and the names of the contractors in alphabetical order. The name of the successful contractor and the amount of the tender will also be published once final contract agreement is reached.

Only the information supplied in the manner requested within this document will be assessed. The council regrets that it cannot evaluate any other form of submission. e.g. sales brochures and company literature.

The contract will be a Maidstone Council Standard Services Contract, a copy of which will be available with the tender document.

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SECTION 2

Specification and brief

1. **Introduction**

The Council is seeking Tenders from suitably experienced contractors to operate the cafe and bar as well as the option to provide catering for the Maidstone Museum and Bentrif Art Gallery (Museum) which is a Grade II Listed Building, commencing services from 31st January or earlier, subject to negotiation with the Council.

2. **Service, aims and objectives**

2.1 The Contractor will be responsible for the following services:

- (i) operation of a cafe, bar and catering services in the Museum's Brenchley Room including hot and cold beverages, and snacks in consultation with the Visitor Economy Business Unit (VEBU) Leader.
- (ii) catering functions carried out within the premises.

At all times the Contractor shall assist the Council so far as is reasonable and consistent with this agreement to ensure that the aims and objectives of the Council are met.

2.2 **Aims and objectives**

The Council's aims and objectives are:

- (i) minimise the net deficit from the use of its facilities;
- (ii) maximise the number of persons using the facilities in the most cost effective manner;
- (iii) to provide an income to the Borough Council
- (iv) to promote the facilities available, encourage residents and visitors to the Borough to make use of them and thereby ensure that these objectives are fully met;
- (v) to invest in improvements to existing facilities and the development of new ones in order to increase the use of those facilities and the range of opportunities and thereby assist in the achievement of the Council's financial objectives;
- (vi) to work with Museum management to develop new business opportunities
- (vii) support the Council's environmental aims;

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2.3 The Council's specific aims and objectives for the Museum are:

- (i) to provide a location with excellent Museum facilities which uses this venue to benefit all residents and visitors;
- (iii) to maintain the building and enhance its use for local and regional needs;
- (iv) to assist in maintaining the high profile of the building to encourage full use of its potential for functions and day to day service.

3. Usage of the museum

3.1 Liaison with the Council

3.1.1 The VEBU Leader is the nominated Council representative on the Premises. The VEBU Business Assistant will be the on-site representative.

3.1.2 The Contractor's Manager or Manager's representative will be expected to develop a close working relationship with the VEBU Leader and staff to promote all aspects of the operation of the Museum.

3.1.3 The Contractor shall review the business activities of the catering concessions with the VEBU Leader on a monthly basis.

3.2 Opening hours

3.2.1 The cafe is to be fully operational during the opening hours of the Museum.

3.2.2 In addition, the facilities are available for hire out of normal opening hours for a variety of functions. The opening hours required for the hired events will be agreed between the VEBU Business Assistant and the Contractor as part of the booking procedure.

3.2.3 The availability of the Cafe service will be strictly in accordance with the licensing laws currently in operation or as amended.

3.2.4 The current opening hours are:

Mondays – Saturdays 10:00 – 17:00

Sundays 11:00 - 16:00 (closed Sundays from November – March)

Closed Christmas Day, Boxing Day and New Year's Day

3.2.5 Museum opening hours may be amended by the VEBU Leader to reflect business requirements.

3.3 Special functions

3.3.1 Bookings for room hire will be taken by the VEBU Business Assistant who will be responsible for liaising with the Contractor, regarding catering needs.

3.3.2 It will be the Contractor's responsibility to liaise with the VEBU Business Assistant and hirer regarding organisational details necessary to ensure a pleasurable and problem free booking is enjoyed by each and every hirer.

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3.3.3 Any queries or problems beyond the Contractor's control must be referred to the VEBU Business Assistant immediately the Contractor becomes aware of them.

3.3.4 There may be occasions when the Museum would wish to hold an event in the Brenchley Room during opening hours. Should this be the case, the Museum will give the cafe operator 10 days notice and reimburse the Contractor for the loss of income which would usually be taken during this period of the event, together with reasonable expenses. Such occasions are expected to be 12 per annum.

4. Records, fees and information

4.1 Collection of hire fees and monies

4.1 The VEBU Business Advisor will collect all monies relating to room hire and catering fees agreed with the Contractor and associated activities. The catering fees will be reimbursed to the Contractor within the Council's standard payment terms, subject to receipt of an approved invoice.

4.1.1 The contractors payment to the Council will be expected 28 days after the end of each quarter period.

4.2 Management information

4.2.1 The Contractor will maintain proper financial records on an open book basis in accordance with accepted accounting practice which will relate to the Contractor's operation at the Museum and no other facility.

4.2.2 The Contractor will provide a financial statement with a commentary as to financial performance each quarter. The format of this statement will be agreed with the Council. This quarterly statement will be provided at the end of each quarter and will show clearly the profit share to the Council.

4.2.3 The Contractor must provide a end of year account relating to the Museum only to the VEBU Leader within two months of the end of each financial year starting from the commencement date. Proof must be provided that the information provided has been taken from the Contractor's Audited Accounts.

4.2.4 The Contractor must provide and retain on site operational record books and record all incidents, accidents, complaints and items and of an operational nature including any false fire alarm or intruder alarm. In addition, the VEBU Leader may direct that particular matters will be recorded, and the contractor will forthwith comply with any such direction.

5. Promotional activity, customer care and complaints

5.1 Marketing

5.1.1 The Contractor will publicise and promote the catering facilities at the Museum in order to increase customer awareness and encourage usage.

5.1.2 The Contractor will, within any marketing arrangements, ensure that the Council is also promoted.

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- 5.1.3** It is envisaged that the Contractor and the Council will form a partnership to provide excellent facilities for functions and, occasionally, joint marketing initiatives may be considered.
- 5.1.4** The Contractor will note that the Council regards the Museum as a quality facility and stipulates that all marketing and promotional materials must be of a high standard. Particular attention must be given to the quality of paper, artwork, photographs, use of colour and typesetting to promote an appropriate image.
- 5.1.5** All promotional, publicity materials and advertisement proofs must be submitted to the VEBU Leader in its draft form for approval.
- 5.1.6** The VEBU Leader retains the right to prohibit any material or activity which, in his opinion, is offensive or detrimental to the image of the Council. Any costs incurred in the removal or withdrawal of such materials or activities will be the responsibility of the Contractor.
- 5.1.7** The Contractor may offset his printing costs by the use of sponsorship or paid advertising, but any such agreement must be approved by the VEBU Leader before the Contractor's negotiations are completed. Any costs incurred as a result of non-approval by the VEBU Leader will be the responsibility of the Contractor.
- 5.1.8** The VEBU Leader may from time to time require the Contractor to distribute Council publications on its behalf and to give every reasonable assistance to ensure the success of the Council's own publicity campaigns as necessary.
- 5.1.9** The Contractor will display any notices as required by the Council.
- 5.1.10** The Contractor will not display any notices or advertisements, except as provided for Para. 5.1.9. which are visible from outside the premises or elsewhere upon any exterior part of the premises or other property of the Council without the previous written consent of the VEBU Leader.
- 5.1.11** The contractor must ensure that all contracts entered into for the display of advertising in the Museum will terminate at the end of the Contract period and in the event of the determination of this Contract.
- 5.1.12** A prominent sign must be supplied and erected at the Contractor's own expense in the entrance to the Museum and court yard, stating the Cafe, bar and catering facilities at the Museum and operated by the Contractor on behalf of Maidstone Borough Council. The exact size and location of the sign must have prior approval from the VEBU Leader. Where planning permission and Listed Building Consent is necessary for the erection of any signage, the Contractor will be responsible for making a planning application and for any fees or costs incurred.
- 5.1.13** The Contractor will not be allowed to advertise any product or service not directly related to the facilities at the Museum, including goods for sale or hire, unless prior consent has been obtained from the VEBU Leader.

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- 5.1.14** All leaflets, brochures, posters, menus and other similar materials with exception of stationery, must bear the name and logo of Maidstone Museum prominently featured, together with the Contractor's name less prominently featured, making it clear that the catering facilities are operated by the Contractor on behalf of the Museum. The VEBU Leader's decision as to the format in the event of a dispute will be final.
- 5.1.15** The Contractor will make his own arrangements for the provision of stationery and other such materials at no extra cost of the Council. The Contractor will not use the name of Maidstone Borough Council on his stationery.
- 5.1.16** The Contractor is required to notify the VEBU Leader of the names of any potential sponsors for any part of the catering service prior to formal negotiations taking place, and will only proceed with such negotiations after having obtained written permission from the VEBU Leader.
- 5.1.17** The VEBU Leader reserves the right to reject any sponsorship arrangement, and his decision is final any binding upon the Contractor.
- 5.1.18** The Contractor will not enter into any commitments with sponsors which extend beyond the period of this Contract.
- 5.1.19** The gross proceeds of all sponsorship will be identified separately in the financial statement submitted to the VEBU Leader on a quarterly basis.
- 5.1.20** All press enquiries must be referred to the VEBU Leader.
- 5.1.21** The Council reserves the right to erect and approve all notice boards and retains the right to remove all notice boards and signage that the VEBU Leader does not consider suitable. All notices must be tidy and neat and permanent notices must not be handwritten.

5.2 Customer care

- 5.2.1** The Council places considerable emphasis on giving the best possible service to the public. The Contractor must ensure the excellent reputation and public perception of the Museum is maintained.
- 5.2.2** The Contractor must be able to demonstrate to the satisfaction of the VEBU Leader that his staff receive regular training in dealing with complaints and customer care.

5.3 Complaints/observations procedure

- 5.3.1** The Contractor will be required to keep a record of all complaints observations both verbal and written, and the action taken which must be available to the VEBU Leader on request.
- 5.3.2** The Contractor is expected to deal with any verbal observation or complaint efficiently and courteously. If the customer is not satisfied the Contractor must make a note of the name, address and contact number, and refer the matter to the VEBU Leader immediately.

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5.3.3 In the event of a written observation or complaint, the Contractor must respond in writing within 7 days. He must also send a copy of the original letter, together with his reply, to the VEBU Leader.

5.3.4 If any complaint or observation is made which is not within the Contractor's area of responsibility, then the customer must be referred to the VEBU Leader immediately.

5.3.5 Where the Contractor is aware that a complaint will be referred to the Council, he should contact the VEBU Leader as soon as possible to appraise of the situation.

5.3.6 The Contractor will give the VEBU Leader every assistance in the investigation of a complaint.

5.4 Improvement or expansion of any services

5.4.1 The Contractor shall keep under review through the Contract period ways and means by which the services may be expanded and/or improved and shall make any appropriate proposals to the Council such as shall not conflict with the stated aims and objectives of the Council.

5.4.2 The Council shall at its absolute discretion decide whether or not to adopt any of the Contractor's proposals with or without amendments.

5.4.3 The Council may from time to time during the Contract period require the Contractor to implement alterations to any Service whether proposed by the Contractor or not. The Contractor must comply with any such requirement unless such alteration would adversely affect his net income from the Contract when it shall be subject to his prior agreement

5.4.4 Notwithstanding anything to the contrary, the Council reserve the right at its absolute discretion and without being liable to make any payment to the Contractor to curtail any service which is contrary to the stated aims or objectives of the Council.

6 Staffing and employment

6.1 Staffing

6.1.1 The Contractor will at his own expense employ suitably qualified and sufficient staff necessary for the purpose of carrying out the service.

6.1.2 As a minimum, the Council requires the Contractor to appoint the following staff:

(i) Mature and responsible person to manage the cafe and catering facilities who must be in attendance when the Museum opens to the public;

(ii) sufficient staff to provide the service as specified in the schedule;

NB It is accepted that the Contractor may wish or amalgamate one or more of the above duties/Responsibilities.

Museum Cafe Project 1690

6.2 Staff training

6.2.1 The Contractor will ensure that all persons employed at the Museum are suitably and properly trained and instructed for the specific tasks that they are required to perform and that assessment of an employee's ability to undertake the tasks for which they have been trained takes place.

6.2.2 The Contractor will implement a scheme for the continued assessment of staff, together with appropriate training and instruction. All training necessary for the entire operation of the contract will be the responsibility of the Contractor. Full records will be kept and will be open to inspection by the VEBU Leader. Such training and instructions shall meet all necessary requirements, statutory, health and safety, customer care, first aid etc.

6.2.3 In the event of the Contractor sub-contracting any of the service the Contractor will ensure that the sub-contractor and his staff possess an adequate level of training so as to maintain effective control over standards.

6.3 Suitability of staff

6.3.1 The Contractor will ensure that staff will at all times be civil, sober, honest and of smart appearance, and that they carry out their duties in a quiet and orderly manner.

6.3.2 The Contractor will prohibit his staff from smoking at any time in the Museum or grounds.

6.3.3 The Contractor will not allow any person under the age of 18 to serve intoxicating liquor in connection with the contract.

6.3.4 All things required to be done by the Contractor in the performance of this Contract will be done by the Contractor's staff in his direct employment, and the Contractor will not assign, sublet or part with his rights or obligations hereunder on any part of the service without the written permission of the VEBU Leader.

6.4 General

6.4.1 The Contractor will ensure that all areas of service are ready to commence operation prior to the opening times or commencement of functions/events etc.

6.4.2 The Contractor will ensure a smart appearance by all staff at all times with the staff uniforms being appropriate to their function. Replacement and cleaning of staff uniforms will be at such frequency as will maintain this smart appearance at the Contractor's own expense.

6.4.3 The Contractor will ensure that no staff engaged in any occupation within the Museum shall bear any advertising material advertising the name and services provided by the Contractor or any other company or product – without the prior written consent of the VEBU Leader.

6.4.4 The Contractor shall provide and shall require its staff to wear at all times when at the Museum such identification as may be specified by the VEBU Leader and an appropriate record shall be kept on site.

Museum Cafe Project 1690

7. Commercial services

7.1 Supply of goods, services and food

- 7.1.1** The Contractor will enter into an agreement with a suitable commercial supplier or suppliers. The Contractor must ensure that all Contracts entered into will terminate at the end of the Contract period and in the event of the determination of this Contract.
- 7.1.2** All food and beverages must be purchased, prepared and sold to high culinary standards, both in terms of content, presentation and service.
- 7.1.3** It is the responsibility of the Contractor to ensure that all food provided by him is safe and wholesome and is such as to be suitable for the specified services and functions.
- 7.1.4** The Contractor is responsible for establishing his own source of food and all other materials necessary and is responsible for ensuring reasonable and proper conduct by suppliers and their staff whilst on the Council's premises.
- 7.1.5** All food and drinks stored by the Contractor must be stored in accordance with requirements of the Food Act 1984 and the Food Safety Act 1990 and all regulations made under those Acts as well as the requirements of the Health & Safety at Work Act or other legislation.
- 7.1.6** The Contractor is responsible for the ordering of all his food, goods for the specified service and ensuring that these are delivered during normal working hours. The Contractor is also responsible for receiving and signing for deliveries.
- 7.1.7** The contractor is responsible for the security of the access points used at the time of the delivery.
- 7.1.8** The Contractor will ensure that deliveries are made in accordance with any relevant legislation.
- 7.1.9** The Contractor will use the rear entrance for all deliveries, wherever practical, space is available for deliveries in the rear car park.
- 7.1.10** No other method of access is authorised unless agreed with the VEBU Leader.
- 7.1.11** Museum staff will open and lock the Museum and provide access to the cafe for cafe staff, at least one hour before opening. Cafe staff need to close the cafe, clean the area and leave the Museum no later than 30 minutes after closing time.
- 7.1.12** The Contractor is responsible for monitoring and maintaining sufficient stocks at all times.
- 7.1.13** The Contractor will ensure sufficient staff are present to take possession of all deliveries.

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7.2 General operation

7.2.1 The general operation of the catering facilities will be a matter for the commercial judgement of the Contractor but at all times the Contractor will conduct his business in good faith so as to reflect favourably on the Council and so as not to bring the Council into disrepute. The catering facilities will not to be used for any purpose other than for the functions described in paragraph 2.1 unless otherwise agreed by the VEBU Leader.

7.2.2 The Contractor will comply with the requirements of all legislation regulating the preparation and sale of food and the sale of hot and cold beverages. Any breach of such legislation whether or not leading to prosecution or civil action will be a breach of this contract.

7.2.3 In operating the catering facilities, the Contractor will ensure that;

- (i) all displays are clean, tidy and attractive;
- (ii) all fittings are properly constructed and presentable;
- (iii) lines carried encompass a variety of price levels;
- (iv) all prices are at a fair level

7.2.4 The Contractor must continue to provide the service to the reasonable satisfaction of the VEBU Leader throughout the period of the contract irrespective of trading conditions.

7.2.5 The Contractor will keep the facilities at all times in a clean and tidy condition, and permit access to all parts of the facilities to the VEBU Leader for the purpose of inspection.

7.2.6 The Contractor will not keep animals including guard dogs on any part of the premises.

7.3 Pricing

7.3.1 Prices for catering at functions must be structured in such a way to encourage full use by the Hirer of such services.

7.3.4 The Contractor will ensure that the legal rights of the public are protected and preserved.

8. Health and safety, food hygiene

8.1 Cleaning

8.1.1 The Contractor will be responsible for monitoring and maintaining the cleanliness of the cafe servery area including floors, walls, shelving and servery surface.

8.1.2 The Contractor will be responsible for monitoring and maintaining the cleanliness of all areas where the Contractor equipment and goods are stored.

8.1.3 Cleaning of the cafe area will be the responsibility of the contractor (except after a function) and all spillages within the cafe area must receive immediate attention by the Contractor together with regular wiping and litter clearing from table tops.

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8.1.4 The Contractor is responsible for the clearing of spillages outside of the Brenchley Room Café. For example when carrying bags or bins that may split and the contractor should be responsible for mopping of spills and cleaning of carpets and ensuring H&S measures are upheld.

8.1.5 The appearance of the Museum is paramount and all cleaning must be carried out to a high standard to the satisfaction of the Senior Customer Services Advisor.

8.1.6 The Contractor will use only materials which are recommended by the manufacturer for the purpose for which the Contractor is using them. All disinfectant materials will meet the appropriate British Standard or equivalent E.U. standard.

8.1.7 Cleaning materials must not cause damage to the building fabric, fixtures and fittings or equipment.

8.1.8 The contractor should be responsible for potential damage to display plinths and objects on open display to.

8.2 Standards of health and safety

8.2.1 The Contractor will comply with all the requirements of the Health and Safety at Work etc. Act 1974, and all regulations and legislation concerning the health and safety of employees and the public. The Code of Practice and guidelines relating to the prevention or control of legionellosis must be followed.

8.2.2 The Contractor will be required to work to all relevant legislation and current European and British Standards.

8.2.3 All chemicals and cleaning materials must be delivered, labelled, stored and used strictly in accordance with the manufacturer's instructions and in accordance with the Control of substances Hazardous to Health Regulations 1988 (COSHH). Suitable storage area will be provided by the VEBU Business Assistant.

8.2.4 The list of Acts/Regulations shown below is not exhaustive:

Food Act 1984 and all regulations made thereunder; Food Safety Act 1990, and all regulations made thereunder Food Hygiene (General) Regulations 1970 as amended;

Prevention of Damage by Pest Act 1949;

Public Health Act 1936

Local Government (Miscellaneous Provisions) Act 1976 (Section 20);

Health and Safety at Work Act 1974 and all regulations thereunder;

Health and Safety (First Aid) Regulations 1981

Reporting of Injuries, Diseases, Dangerous Occurrences Regulations 1985

Electricity at Work Regulations 1989

Control of Substances, Hazardous to Health Regulations 1988

Health and Safety (Information for Employees) Regulations 1989

Contractor must complete Maidstone Borough Council Health & Safety

Questionnaire

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8.3 Food hygiene

- 8.3.1** The Contractor and his staff must be fully aware and have a working knowledge of the Food Act 1984 and the Food Safety Act 1990 and all regulations made under those Acts and be trained (within 3 months after starting work on this Contract) to the minimum standard of the Institute of Environmental Health Officers, Food Hygiene Course Level 1.
- 8.3.2** The Contractor must provide for the use of persons employed by him in the provision of the service:
- (a)** An adequate supply of clean towels, soap or detergent and nail brushes;
 - (b)** First Aid facilities will include conspicuous coloured waterproof dressings in accordance with the Food Hygiene Regulations 1970 as amended. Additional first aid facilities are required in accordance with the Health and Safety (First Aid) Regulations 1981.
- 8.3.3** The Contractor must report to the VEBU Business Assistant any staff suffering from or are carriers of Typhoid, Paratyphoid, Salmonella Infection, Amoebic or bacillary dysentery or Staphylococcal infection likely to cause food poisoning. Such food handlers should cease working.
- 8.3.4** The Contractor must keep all parts of the store rooms and all utensils and equipment used in the provision of these services clean.
- 8.3.5** The Contractor must provide all the materials and equipment for cleaning the store rooms, utensils and equipment required for providing the service.
- 8.3.6** The Contractor must not allow any refuse or filth to be deposited or allowed to accumulate in cafe. The Contractor shall be responsible for depositing the refuse connected with the services in a hygienic manner and in accordance with any relevant legislation.
- 8.3.7** It is the Contractor's responsibility to ensure an adequate supply of refuse receptacles and to dispose of all waste.

8.4 Emergency procedures

- 8.4.1** The Contractor will be entirely responsible for the preparation and implementation of emergency procedures to cover any eventualities within his area of responsibility and will be responsible for the training of his staff to carry out such procedures. These procedures will be submitted to the VEBU Leader for approval.
- 8.4.2** The Council's Safety Officer and/or VEBU Leader and/or the Fire Officer will be given access to any part of the premises at any time without notice to carry out checks on records, notices, access and exits, emergency lighting, fire fighting equipment etc. The Contractor will comply forthwith with any instructions given in relation thereto.

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8.4.3 Following any emergency, a full written account of the situation and actions taken must be provided within 48 hours of any emergency by the Contractor to the VEBU Leader. In the event that the Council or its insurer wish to undertake an investigation, then the Contractor will comply with any reasonable request for information, or staff attendance at an Inquiry at the Contractor's own cost.

8.5 Recording of injuries, accidents and dangerous occurrences

8.5.1 The Contractor will comply with the Health and Safety Executive's regulations on the Reporting of Injuries, Diseases and Dangerous Occurrence (RIDDOR 1985).

8.5.2 All Contractor records must be made freely available to the VEBU Leader. In addition, any major incidents/accidents as defined by the RIDDOR regulations must be reported to the VEBU Leader within 24 hours and a full written report submitted to the VEBU Leader within 48 hours.

8.5.3 Any incident or accident involving the attendance of the emergency services must be notified to the VEBU Leader within 24 hours and a full written report within 48 hours.

9. Upkeep of facilities

9.1 General

9.1.1 The Council is responsible for the general upkeep of the building, including heat and light.

9.1.2 The Council will carry out a general inspection of the premises including the Council's equipment at 3 monthly intervals or following a complaint, at Contractors request or an emergency to ensure that the Contractor is keeping the Contractors area of responsibility and equipment in accordance with the contract.

9.1.3 The Contractor will not make any modification to the premises or any other facility belonging to the Council without the prior written permission of the VEBU Leader. A modification will include:

- (i)** the construction or demolition of any building, internal partition or other structure;
- (ii)** any change of the design or the materials used in any structure;
- (iii)** any change to the materials used for particular surfaces or finishes;
- (v)** any change to the design, components and materials used for fixtures and fittings.

The Contractor must ensure that alterations that need Planning and/or Listed Building Consent are obtained at the Contractor's expense before works commence.

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- 9.1.4** A modification that results in adding to the premises will become the property of the Council. Unless the Council agree otherwise, in writing, when it approved the modification, no reparation or compensation in respect of the addition to the premises will be made to the Contractor at the end of the Term or other termination of the Contract.
- 9.1.5** The Council reserves the right to make modifications to the premises during the Term which shall be subject to the payment of compensation to the Contractor only where it adversely affects the Contractor's ability to perform the Contract or the Contractor's net income from the Contract.
- 9.1.6** A survey will be undertaken of the Contractors areas prior to the commencement of the Contract, by the VEBU Leader, and the Contractor to record the conditions.
- 9.1.7** A survey will be undertaken of the Contractors area two months before the completion of the Contract or on termination of the Contract by the VEBU Leader and the Contractor who will agree a schedule of condition.
- 9.1.8** The Contractor shall make good to the reasonable satisfaction of the VEBU Leader any deterioration to the interior, the structure, the decorations, the fixtures and fittings and equipment of the premises subject to fair wear and tear, as evidenced by the said records of condition and in the event of dispute the matter shall be referred to an independent arbiter who shall be a chartered surveyor agreed between the parties and in default of agreement as appointed by the President of the Royal Institution of Chartered Surveyors.
- 9.1.9** The Council maintains a lost property facility at the premises and keeps a record including a description of such monies and items found. Any lost property found by the Contractor must be handed over to the VEBU Leader who will deal with all matters on behalf of the Council.
- 9.1.10** The Contractor is require to report any safety or maintenance problem which is the Council's responsibility to the VEBU Leader immediately he becomes aware of it.
- 9.1.11** The Contractor shall not allow any gaming or amusement machines within the premises.

9.2 Utility services and business charge

- 9.2.1** There will be no charge to the Contractor for the supply of any electricity, gas and water which shall be used efficiently as defined by the Governments Energy Efficiency Campaign for the operations covered by this tender.
- 9.2.2** Should the contractor wish to provide an external telephone for business use, it will do so at its own expense.
- 9.2.3** The Contractor will not be responsible for payment of business rates and any related taxes for the Museum for the Term.
- 9.2.4** The Council will not consider any claim for loss of income as a result of closure of the Museum due to any circumstances outside the Council's control.

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9.3 Security

- 9.3.1** The Council is responsible for the overall security at the Museum.
- 9.3.2** The Contractor shall ensure that in his area of responsibility, he has taken all reasonable precautions to make secure all valuables for which he is responsible. He will take all reasonable steps to ensure that no unauthorised person is present in his area of responsibility.
- 9.3.3** The Contractor shall make the Council aware of any shortcomings or deficiencies in the security system.
- 9.3.4** The Council will not consider any claim for loss of income by the Contractor resulting from a breach of security of the premises unless occasioned by the negligence of the Council or its employees agents or contractors (excluding the Contractor).
- 9.3.5** The Council will not be responsible for any damage howsoever arising that may be caused by third parties to any property of the Contractor except as in 8.3.5 above.

9.4 Equipment

- 9.4.1** The Contractor is required to supply and maintain all equipment for the proper performance of the service which will include all glass, china, cutlery, cleaning equipment and materials, servery fittings and equipment together with all necessary consumables.
- 9.4.2** The Contractor will be responsible at his own cost for rectifying any vandalism that has adversely affected either his own or the Council's property whilst it is in his care unless as a result of a breach of security for which the Council is responsible.
- 9.4.3** All equipment must be operated in accordance with the manufacturer's instruction.
- 9.4.4** The Contractor will not write off, destroy, remove, replace or alter any item of equipment or property owned by the Council without the prior written consent of the VEBU Leader.
- 9.4.5** The fixtures and fittings provided by the Contractor as well as any fixtures, fittings or pictures currently in place, will remain the property of the Council in the event termination of contract or at the expiry.
- 9.4.6** The Contractor is required to ensure that all equipment, whether belonging to the Council or himself, is safe and without risk to the health and safety of any person.
- 9.4.7** The Contractor will ensure that all equipment supplied by himself is used solely for the purposes of performing his duties under the Contract, and is sufficient for its use.
- 9.4.8** Any time when equipment is found to be defective or liable to failure will be withdrawn from use immediately, and the Council or the Contractor will arrange for a repair or replacement in accordance with its responsibilities under this agreement.

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9.4.9 Any additional items of equipment which are not expressly required for the provision of the service must not be installed without prior written approval of the VEBU Leader.

9.5 Licences and certificates

9.5.1 The Contractor will be responsible for obtaining and maintaining all appropriate licences required for the operation of the facilities.

9.5.2 The Council will be responsible for completion of all relevant returns and payments of fees in respect of all licences.

9.5.3 If a liquor licence is obtained for the premises it shall be jointly held by the Council's designated Officers and the Contractor's designated person.

9.5.4 The Council will ensure compliance with the conditions of the Fire Certificate and Electrical Certificate.

10. Monitoring performance

10.1 High quality service

10.1.1 The Contractor will provide such information as the Council may from time to time require in respect of the following:

- Catering and Management Staff
- Service Standards
- Customer Care
- Equipment Maintenance
- Cleanliness/Hygiene Schedule with Products to be used
- Safety Policy

10.1.2 The above check lists must include the Contractor ensuring that all staff are helpful and attentive to the needs of all customers and other persons visiting the premises or enquiring about or showing an interest in it.

10.1.3 The Contractor shall ensure that he carries out a Quality Audit every six months to evaluate the current service, develop any new initiative and implement any necessary changes to his operation. The basis for such an audit should come from the information provided by the Contractor on a monthly cycle to the VEBU Leader as described in paragraph 10.2.3 below.

10.1.4 The audit should include, but is not limited to the following:

- (i) a review of the type and form of catering service provided;
- (ii) use of specific resources and their fitness for the intended purpose;
- (ii) implementation of changes to increase utilisation and hence maximise income.

10.1.5 The Contractor will ensure that all staff are fully aware of their contribution to total quality management.

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10.2 Review process

10.2.1 The Contractor, in conjunction with the VEBU Leader, will compile a list of performance indicators which will form the basis of the review process.

10.2.2 These indicators will be reviewed on a monthly basis at the meeting between the Contract Manager and VEBU Leader.

10.2.3 The performance indicators per quarter will cover both physical and financial performance of the Contractor. They will include the following:

Physical

- Type of service provided
- Specific changes/additions to the service on offer
- Specific requests by customers not normally provided for
- Number of responses by customers as to quality of service
- Number of suggestions by staff or customers to improve/change the service

Financial

- Income for the period broken down into key headings
- The price tariff for food, drinks, and any changes since last period.
- Comment on the comparison of prices for similar services in Kent.

10.3 Format of reports

10.3.1 The Council will agree and provide for the Contractor, a draft format to cover at least the items mentioned in paragraph 10.2.3.

10.4 Changes at the Museum

10.4.1 The Council does not currently charge visitors an entry fee for entering the Museum but it reserves the right to amend this policy if appropriate.

10.4.2 Previous visitor numbers as provided in Appendix E are for information only and should not be considered as an indication of future numbers to the Museum.

10.4.3 Although there is no changes planned for the layout of the Museum after the Contractor has started, the Council, having given the Contractor sufficient notice, may decide that the cafe or other areas within the Museum may be better in different locations within the Museum.

10.4.4 The Council may amend the opening hours, business days, usage or layout at the Museum as fits the business plan and requirements at the time. Should such a change occur, the Council will give advance notice to the Contractor but will not be responsible for any costs or loss of business incurred by the Contractor as a result of such changes.

Museum Cafe Project 1690

SECTION 3

Forms for completion

FORM A

TENDER FORM

To The Director of Change, Planning & the Environment,
Management and operation of Maidstone Museum cafe – project 1690.

Having examined the specification for the performance of the above services we offer to pay to the Council, excluding VAT: the sum of:

Table 1, tender price

Year	Investment	Overheads (staff & telephone etc)	Cost of stock	Expected sales	Profit (sales minus investment, overheads & stock)	% of profit to Council	Payment to Council
1	£	£	£	£	£	%	£
2	£	£	£	£	£	%	£
3	£	£	£	£	£	%	£
4	£	£	£	£	£	%	£
5	£	£	£	£	£	%	£
Total	£	£	£	£	£		£

Table 2, example of how to complete Table 1

Year	Investment	Overheads (staff & telephone etc)	Cost of stock	Sales	Profit (sales minus investment, overheads & stock)	% of profit to Council	Payment to Council
1	£5,000	£12,000	£5,000	£18,000		No payment is expected in the first year to reflect investment	
2	£0	£12,000	£6,000	£20,000	£2,000	50%	£1,000
3	0	£13,000	£7,000	£22,000	£2,000	50%	£1,000
4	£0	£13,000	£8,000	£24,000	£3,000	50%	£1,500
5	£0	£14,000	£9,000	£26,000	£3,000	50%	£1,500
Total	£5,000	£64,000	£35,000	£110,000	£10,000		£5,000

The figures provided here are for evaluation purposes only, based on the expectation that with the right company, a better servery offering, promotion and increased volume of people attending the museum because of the new East Wing that the cafe will be more profitable than it has been previously. The Council does not guarantee any sales, profit or numbers of people that may attend the cafe.

We confirm that:

1. This tender is neither qualified nor conditional.
2. Unless and until a formal agreement is prepared and executed, the tender together with your written acceptance, shall not constitute a binding contract between The Council and ourselves. The offer made within this tender will remain valid for a period of 120 days.

Museum Cafe Project 1690

We understand you are not bound to accept any of the tenders you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

Yours faithfully

(Signature on behalf of operator)

Position in firm or company:

Name and address of firm or company:

Date:

Failure to sign this form will cause the tender to be disqualified.

Museum Cafe Project 1690

Form A/2

Supplier details

Company name:-

Trading name if different from above:-

Registration no.:-

VAT registration no:-

Web site address:-

Company address (head office):-

Telephone:-

Company address (local office):-

Telephone:-

Is your organisation

Public limited company?		Limited company?	
Limited liability partnership?		Sole trader?	
Trading partnership?		Other (please state)	

Please supply the following details.

Date formed:	
Approximate turnover:	
Number of employees:	

Please give details of your insurance cover where applicable to this Contract:

Public liability: (expected £5m)	£
Employers liability: (£10m)	£
Professional indemnity: (£2m)	£
Please supply a copy of the relevant certificates.	

Please give details of the main contact for this application

Name:	
Telephone:	
E-mail:	

Museum Cafe Project 1690

Form B

Certificate bona fides

CERTIFICATE

In recognition of the principle that the essence of competitive tendering is that the client shall receive bona fide competitive tenders from all those tendering.

WE CERTIFY THAT:

- 1.** The Tender(s) ('the Tender') submitted with this certificate is a bona fide tender(s) intended to be competitive.
- 2.** We have not fixed or adjusted the amount of the Tender(s) under or in accordance with any agreement or arrangement with any other person.
- 3.** We have not done and we undertake that we will not do at any time before the hour specified for the return of the tenders any of the following acts:
 - 3.1** Communicating to a person other than the person calling for tenders the amount or the approximate amount of the tender(s) (except where the disclosure, in confidence, of the approximate amount of the tender(s) was essential to obtain insurance premium quotations required for the preparation of the tender(s);
 - 3.2** Entering into any agreement with any other person that he shall refrain from tendering or be advised as to the amount of any tenders to be submitted;
 - 3.3** Offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenders or proposed tenders any act or thing of the sort described above.
- 4.** In this certificate:
 - 4.1** 'Person' includes any person or anybody or association corporate or incorporate.
 - 4.2** 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

(Signature on behalf of supplier)

Date:.....

Failure to sign this form will cause the tender to be disqualified.

Museum Cafe Project 1690

Form C

Sustainability questionnaire

Maidstone Borough Council believe in ensuring the well-being and quality of life for everyone, now and for generations to come, by meeting social and environmental as well as economic needs; that all of us have a responsibility to act in an ethical and sustainable manner and to consider the impacts our actions and decisions may have at the local, and indeed, global level.

We require our suppliers to conduct their business in a sustainable manner. Please answer the following questions by indicating which of the areas listed below you have implemented procedures to actively improve your environmental efficiency and reduce your carbon emissions and have monitoring processes in place to check compliance and results.

1. General.		Y or N
Do you have an environmental or sustainability policy or Environmental Management System?		
Do you hold a recognized Sustainability or Environmental Accreditation Certificate?		
If so please give details		
2. In your office buildings		Y or N
Switch lights/equipment/computers off when not in use		Solar water heating
Regular Equipment Maintenance		Improved Correct insulation for building
Automatic Lighting/Heating Controls		Local Wind Power
Use of energy saving lights		Green energy supplier
Efficient heating/air condition systems.		Other
Comments		
3. Business Transport		Y or N
Low emission or alternative powered vehicles		Regularly servicing
Efficient driving procedures and education		Use of public transport when applicable
Multiple car occupancy		Home working
Employees encouraged walk/cycle to work		Locally sourced staff
Route & Work Planning		Other
Comments		
4. Water Consumption		Y or N
Leak and equipment management and maintenance		Assessment of processes that consume water
Cistern volume adjusters and controls on taps and urinals		Grey water recovery systems.
Rainwater harvesting equipment		Small scale slurry and sludge dewatering equipment
Water efficient equipment		Other
Water meter		
Comments		

Museum Cafe Project 1690

5. Minimise and Manage Waste	Y or N		Y or N
Re-use		Environmental disposal	
Recycling		Other	
Full utilisation of materials			
Comments			
6. Educate and raise awareness amongst your staff.	Y or N		Y or N
Induction Courses for new staff		Environmental Notices	
Regular Update Courses		Staff Environmental Committee	
Information/Targets readily available		Other	
Updates via email/news letters/meetings/tool box briefings			
Comments			
7. Goods/Services you Procure	Y or N		Y or N
Examine the environmental credentials of Suppliers.		Specify services to be provided in a sustainable manor	
Specify environmentally sustainable materials		Monitor suppliers performance	
Source local materials and goods		Other	
Specify environmentally sustainable materials			
Comments			
8. Monitor & measure your environmental performance against targets.	Y or N		Y or N
Set targets for reduction			
Monitoring and Record energy usage/reductions			
Independent Auditing			
Achievements./Awards			
Other			
Comments			

In answering these questions please consider the National, Regional and Local Government policies and legislation in respect to Sustainability and the Environment. Useful supporting information and links can be found on our website:

<http://www.digitalmaidstone.co.uk/environment.aspx>

Please forward your environmental policy and/or an Environmental Management System.

The Council may request further clarification or confirmation of your procedures and results.

Museum Cafe Project 1690

Sustainability statement

We, the supplier, declare that, where appropriate, we shall use all reasonable endeavours to ensure that when carrying out the Service set out in the contract we shall follow the principles:

Environment: protect, conserve and improve the quality of the environment.

Energy: promote energy conservation and efficiency and the use of renewable energy.

Pollution: monitor and act to prevent or minimise air, water, land and noise pollution.

Transportation: encourage sustainable forms of transport and initiatives to reduce congestion and conflict.

Resources: promote the purchase of goods and services which least damage the environment locally and globally.

Recycling: minimise the production of waste and promote reduction, re-use, repair and recycling.

Community: encourage others to follow our example and enter partnerships to full fill our promise.

Signature: _____ **Date:** _____

Name: _____

Position: _____

Tel no.: _____

Company name: _____

Company address: _____

Museum Cafe Project 1690

Form D

Equalities questionnaire

It is necessary as an employer to comply with your statutory obligations under Equal Opportunities (Equalities) Legislation and, accordingly, your practice not to treat one group of people less favourably than others on grounds of their gender, disability, age, religion or belief, race or ethnic origin, gender reassignment, marriage and civil partnership, pregnancy and maternity or sexual orientation in relation to decisions to recruit, train or promote employees?

(i) Is your policy on equal opportunities set out:

(a) for those concerned with recruitment, training and promotion?	(yes/no)
(b) in documents available to employees, recognised trade unions or other representative groups of employees?	(yes/no)
(c) in recruitment advertisements or other literature?	(yes/no)

In relation to question **(i)**: please supply examples of your policy document, instructions, documents, recruitment advertisement or other literature.

(ii) In the last three years, has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination? **(yes/no)**

(iii) In the last three years, has any finding of unlawful discrimination been made against your organisation by any court or employment tribunal? **(yes/no)**

If the answers to question **(ii)** or **(iii)** is yes or a finding was made adverse to your organisation, please give details and what steps were taken as a consequence.

Answer:

Signed: _____

Position in organisation: _____

Date: _____

Museum Cafe Project 1690

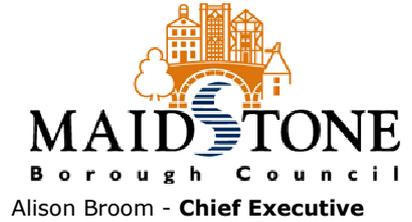
Form E

Please complete the numbered sections

Financial Status enquiry form

**ENQUIRY FROM: Head of Finance,
Maidstone Borough Council,
Maidstone House, King Street,
Maidstone,
Kent
ME15 6JQ**

Tel no: 01622 602489 (direct line) fax. no: 01622 602970



SECTION TO BE COMPLETED BY TENDERING COMPANY

Bank name	1.		
Address including postcode. Please supply details of the business centre that deals with your account, rather than the branch where it is held.	2.		
Bank/branch manager	3.	Phone number	4.

SECTION TO BE COMPLETED BY THE TENDERING COMPANY PROVIDING AUTHORISATION TO THEIR BANK

Maidstone Borough Council request your opinion as to the means of standing of:

Name of tendering company	5.		
Account number	6.	Sort code	7.
Address of tendering company	8.		

and their/his/her trustworthiness in the way of business to the extent of:

Price (to be completed by MBC)		Payment frequency (Monthly, Quarterly)		Contract term (MBC to complete)	
I/We (print name)	9.				
Consent to (bank name)	10.				

providing a reference on me/us to Maidstone Borough Council (address as above).

Signed	11.	Date	12.
---------------	-----	-------------	-----

FOR MBC USE ONLY

Please charge your fee to Maidstone B.C. Mastercard account no:

Expiry date:		MBC Finance ref.	
Signed		Date	

PLEASE DO NOT AMEND THE FORMAT OF THIS FORM, CHANGE ANY BOXES OR LOGO

Museum Cafe Project 1690

Form G

Method statement

Please answer the questions below.

Q1) Please outline your vision and provide pictures or photos of sereries that fairly reflect your aspirations and quality for the cafe, particularly for the server area. Plans should make it clear what, if any, alterations to the building are proposed. (30 marks)

Q2) Please itemise the investment expenditure in the first year as shown on Form A, Table 1. (30 marks)

Museum Cafe Project 1690

Q3) What is your implementation timetable? Please include key milestones such as recruiting staff if necessary, dates for ordering and installing of equipment etc. Please bear in mind that we wish the cafe to be open by the 31st January at the latest. (20 marks)

Museum Cafe Project 1690

Q4) Please provide details up to three examples of cafes and / or restaurants that you have successfully operated. (20 marks)

Example 1

Trading name	
Brief description	
Turnover	
Dates that you were running this	

Example 2

Trading name	
Brief description	
Turnover	
Dates that you were running this	

Example 3

Trading name	
Brief description	
Turnover	
Dates that you were running this	

The details provided maybe used at a later stage to obtain trade references. Please sign below to confirm that you agree to such references being obtained from the companies listed.

Museum Cafe Project 1690

Form H

Health and safety questionnaire

What is the total number of your workforce, including self employed, but not sub-suppliers?

Do you have sub-suppliers working for you?

Who is the competent person for health and safety issues in your organisation?
What are their qualifications in safety?

Who is the person responsible for health and safety on this contract?
What proportion of their time will be spent on site?

What formal training for staff and operatives has been provided and recorded?

What arrangements do you make to assess the risks of your work? Please attach at least two examples relevant to the type of work being applied for.

Will your work involve using/creating hazardous substances? If so, please give details.

Museum Cafe Project 1690

What is your accident record (injuries and dangerous occurrences) for the last three years? Attach brief details of serious accidents.

Provide details of any contact with the HSE or local authority on matters of safety in the last three years.

What actions your organisation has taken as a result of any actions against you?

Please give details of membership of any safety and/or professional bodies?

I declare the information provided in and with this form is a true and accurate statement of the organisation's health & safety procedures and no statement made is intended to misrepresent the organisation's commitment to health & safety and we will co-operate with any rules and meetings that may required in order to assist in maintaining good standards of health and safety on site?

Please note: If your organisation employs 5 or more employees, you MUST attach a written health and safety policy and safety management structure with your submission.

Signature _____ **Date** _____

Name _____ **Position** _____

Tel no.: _____

Company name _____

Company address _____

Museum Cafe Project 1690

SECTION 4

Appendix

Appendix A

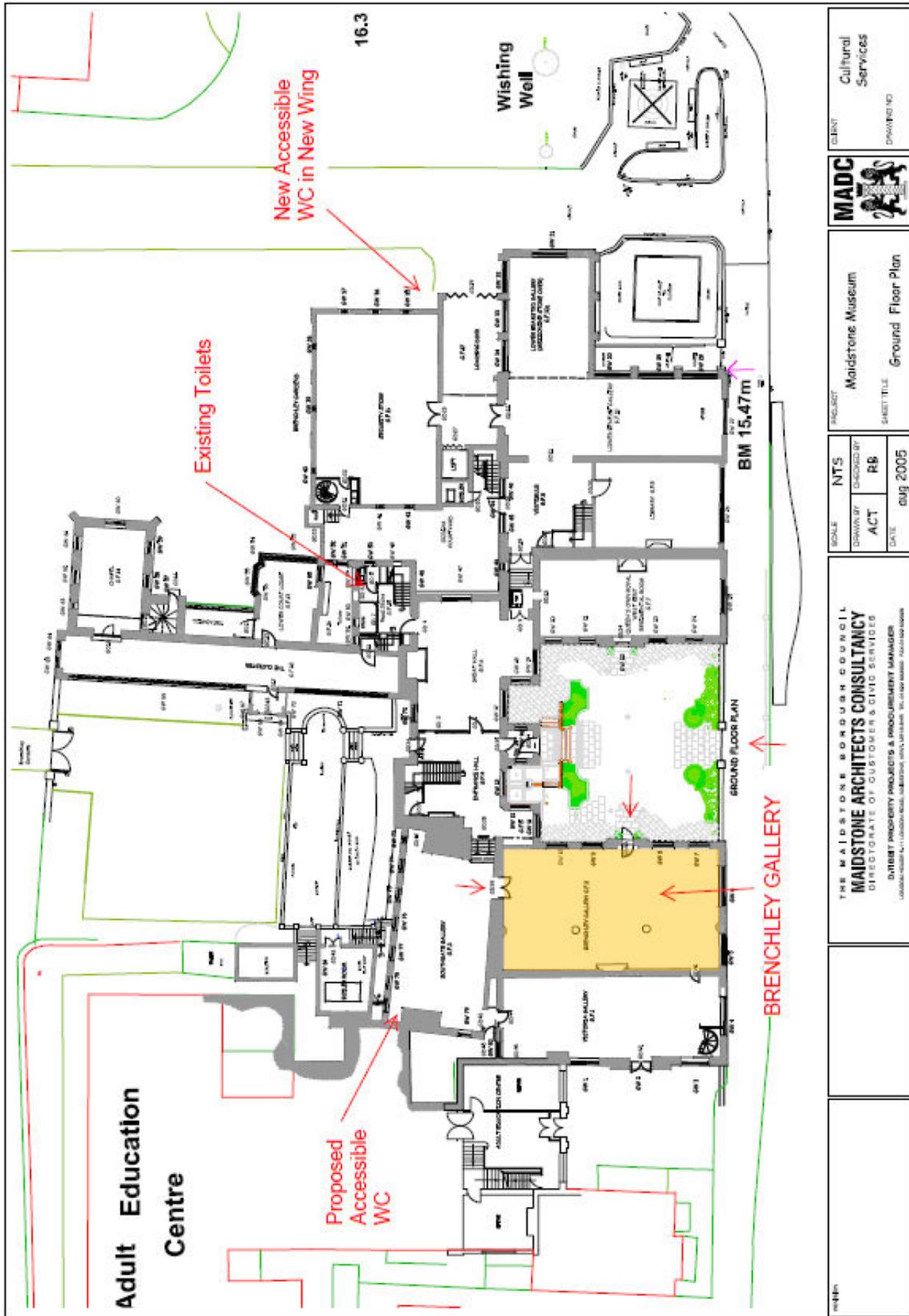
Evaluation model

Evaluation of forms	Received	Satisfactory		Comments
Form A tender form		yes/no		Unsatisfactory forms, responses or information may result in disqualification.
Form A/1 supplier details		yes/no		
Form B certificate bona fides		yes/no		
Form C environmental		yes/no		
Form D equalities		yes/no		
Form E financial ref		yes/no		
Form H health & safety		yes/no		
Quality scores	Max	Actual	Weighted 50 %	Actual is calculated from detailed scoring sheets
Form G method statement Q1	30			
Form G method statement Q2	30			
Form G method statement Q3	20			
Form G method statement Q4	20			
Total quality	100			
Price scores	Max	Actual	Weighted 50 %	
(a) Lowest price		£		
(b) Bid price		£		
Total Price	100			Price score = [(a/b)x(price weight/100)]x100
			Final score	
Total combined				
Quality & price				

Museum Cafe Project 1690

Appendix B

Plan of the ground floor of the museum



<p>THE MAIDSTONE BOROUGH COUNCIL MAIDSTONE ARCHITECTS CONSULTANCY DIRECTORATE OF CUSTOMER & CIVIC SERVICES <small>DIRECT PROPERTY PROJECTS & PROCUREMENT MANAGER LOCAL AUTHORITY: 111 LONDON ROAD, MAIDSTONE, KENT, ME16 7JH. TEL: 01622 834400. FAX: 01622 834401</small></p>	<p>SCALE: NTS</p> <p>DRAWN BY: ACT</p> <p>CHECKED BY: RB</p> <p>DATE: aug 2005</p>	<p>PROJECT: Maidstone Museum</p> <p>SHEET TITLE: Ground Floor Plan</p>	<p>CLIENT: Cultural Services</p> <p>DRAWING NO:</p>
	<p>MADC</p>		

Museum Cafe Project 1690

Appendix C

Museum coffee shop five year actual

Museum Coffee Shop 5 Year Actuals

<u>Cost Centre</u>	<u>Cost Centre (T)</u>	<u>Account</u>	<u>Account (T)</u>	<u>Further Obj.</u>	<u>Further Obj. (T)</u>	<u>2006/07 Actual</u>	<u>2007/08 Actual</u>	<u>2008/09 Actual</u>	<u>2009/10 Actual</u>	<u>2010/11 Actual</u>	<u>As at 28/09/11</u>
B10	Museum	310	Catering Provisions	Q021	Items for Resale	6,895	6,914	7,250	7,619	6,883	3,641
B10	Museum	920	Sales	B110	Coffee Shop	-10,520	-8,995	-10,362	-11,425	-8,740	-3,785
Net Income						-3,625	-2,082	-3,112	-3,806	-1,857	-144

Appendix D

Museum visitors 2010/11

2010/11	Mus Visits
April	8,440
May	4,587
June	5,397
July	5,867
August	9,512
September	3,887
October	5,515
November	3,005
December	1,960
January	3,181
February	7,005
March	3,512
	61,868

Museum Cafe Project 1690

Appendix E

Location of nearest utilities

- Water - Mains water supply from the NW corner of the Gallery to the existing server, via the under floor void.
- Power - Mains intake and distribution boards in cupboard in the NE corner of the gallery. Sockets on NE corner walls, distribution in floor void possible.
- Phone - BT intake in the Godiva Cellar to the East of the gallery. New cables will need to be run in floor ducts under the Hall to the Gallery. There may be redundant cables available but this is not guaranteed.
- Drainage - No gravity drainage available. Pumped drainage route available to manhole via the NW corner of the Gallery.

Agenda Item 2

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

Document is Restricted