MOBILE SERVICE CONCESSIONS VARIOUS PARKS, SOUTHAMPTON

SCHEDULE 1

CITY SERVICES ONE GUILDHALL SQUARE SOUTHAMPTON

March 2014

SPECIFICATION

1. GENERAL

- 1.1 Southampton City Council (the Council) seeks experienced Operator(s) to provide high quality catering and ancillary services in various parks and open spaces within Southampton. Tenderers will be required to propose a suitable service and to tender for the right of operation within the Council premises and on Council land. The agreement will run for 60 months between March xxxx and March xxxx.
- 1.2 The overall goal of the Council is to work in partnership with Operators to:
 - Encourage use of the parks by the whole community;
 - Enhance the health and well being of users;
 - Improve the community's appreciation of the parks;
 - Improve social cohesion within the community.

The provision of a quality, value-for-money service aims to encourage extensive and regular use of the facilities.

- 1.3 When pricing the tender, Tenderers should assume that they will bear the utility costs (electricity and/or water, as applicable), whereas the Council will pay the rates.
- 1.4 Tenderers will need to show evidence of a full and proper employer's liability insurance in the sum of not less than £10,000,000 (if applicable) and public liability insurance in the sum of not less than £5,000,000.
- 1.5 Operators will need to supply a mobile telephone number on which they can be contacted at all times that they are trading. This should be taken into account when calculating the Tender sum.

2. MOBILE CATERING UNITS

2.1 The Council aims to offer a mobile catering service in the parks which would cater for a wide variety of tastes and cultures in Southampton. The successful Operator(s) will offer the service from mobile catering units, which are to be clean, attractive and environment-friendly. Tenderers need to be aware that only electrical units may operate within the Central Parks. Suitable electric points are available at all identified Central Parks locations and these shall be the sole power source for concessions. These are separately metered and usage is payable on invoice from the Council. Operators need to allow for this in their tender and the implications of section 1.3 above.

- 2.2 The Operator is required to provide suitable Trading Vehicles which meet minimum standards to ensure safety in food preparation. The proposed units shall be attractive in design. The vehicle details must be submitted with the Tender and must be the vehicle that is registered in accordance with Article 6(2) of EC Regulation 852/2004.
- 2.3 The Operator shall be responsible for keeping the area around the Sites clean and free of debris associated with the consumption of food and drink purchased from the Trading Vehicle or kiosk. The Operator must provide additional bins adjacent to their units to provide customers with somewhere to put their rubbish.
- 2.4 Operators are required to propose, with their tender, a range of healthy food and drinks to be sold for the term of the contract. Any change to this range of products is to be agreed with the Contract Manager in writing. No tobacco products or alcoholic beverages are to be offered for sale.

2.5 Weston Shore

Weston Shore (A)

- 2.5.1 Weston Shore (A) is situated within the car park towards the southern end of West Parade. There is space for an Ice Cream van and catering trailer unit. There is also space to place tables and chairs within the area next to the catering unit.
- 2.5.2 All vehicles, trailers and equipment will be provided by the Operator at their own cost and risk. There is no electricity or water supply at this pitch.

Weston Shore (B)

- 2.5.3 The toilet block includes a kiosk which was formally used to sell tickets for the Pitch and Putt course. This facility will be available for use by the Operator to fit out with small items of catering equipment and a fridge/freezer unit. All equipment would need to be supplied at the Operators own cost and risk. The Council will not take responsibility for any loss of or damage to equipment provided by the Operator.
- 2.5.4 The Operator will provide an activity at the pitch and putt course to be agreed in writing through the tender process. The activity will promote the park and encourage people to be active. The Operator will operate and be liable for the booking of the activity and take all profits from it.
- 2.5.5 The Operator will provide any equipment or stationary needed to carry out the activity at their own expense and risk.
- 2.5.6 The Council remains responsible for maintaining the pitch and putt area following the current Service Promises, but will not be maintaining the greens as fine turf. Any repairs undertaken to the pitch and putt course or kiosk as a result of damage caused through the negligence of the Operator will be paid for by the Operator on invoice from the Council.

- 2.5.7 The Operator will be responsible for promoting and marketing the activity at the pitch and putt. The Operator will also be responsible for setting the price for the activity.
- 2.5.8 The Council reserve the right to allow other free activities to be undertaken in the area, and will give the Operator a minimum of two weeks notice before they happen.
- 2.5.9 The Council will remain responsible for the management and maintenance of the public toilets attached to the kiosk.
- 2.5.10 For clarity the Pitch and Putt area is public open space and as such free public access must be maintained at all times. The Operator can not therefore charge people to enter the land, but can charge for the activity being undertaken there.

2.6 Central Parks

West Park

- 2.6.1 Situated to the north of Civic Centre opposite the art gallery and library. The pitch is adjacent to the Watts memorial.
- 2.6.2 The Operator will provide either an ice cream van or catering trailer which will be run from electricity, which is supplied through the adjacent electric points.

Palmerston Park

- 2.6.3 Situated between New Road and Poundtree Road with a bandstand present.
- 2.6.4 The Operator will provide either an ice cream van or catering trailer which will be run from electricity, which is supplied through the adjacent electric points.

Houndwell Park

- 2.6.5 Situated to the south of Palmerston Park between Poundtree Road and Hanover Buildings. The pitch is adjacent to the recently refurbished play area.
- 2.6.6 The Operator will provide either an ice cream van or catering trailer which will be run from electricity, which is supplied through the adjacent electric points.

Hoglands Park

- 2.6.7 Situated to the east of Houndwell Park between Palmerston Road and Kingsway (A33) the pitch is adjacent to the pavilion and changing rooms.
- 2.6.8 The Operator will provide either an ice cream van or catering trailer which will be run from electricity, which is supplied through the adjacent electric points.
- 2.6.9 Palmerston, Houndwell and Hoglands will be let as a single pitch. The successful Operator will be able to move between these three pitches as they see fit during the operating hours as set out in 4.1. A single price encompassing all three sites is therefore required in the pricing document. These pitches will not be let individually.

2.7 Riverside Park

Riverside Park (Woodmill car park)

2.7.1 This pitch is situated within the Woodmill Road car park adjacent to the River Itchen and children's play area. Access is gained through a height barrier which must be kept locked at all times it is not being used for access or egress.

- 2.7.2 The Operator will provide either an ice cream van or catering trailer. There is no electricity or water provided at this pitch.
- 2.7.3 The Operator may also provide a pedal mobile ice cream cart within the boundaries of the Woodmill end of Riverside Park ranging from Old Mansbridge Bridge to Woodmill Lane and to include Woodmill Pitch and Putt.

Riverside Park (Cobden Meadows)

- 2.7.4 This pitch is situated within the car park at Manor Farm Road, adjacent to the model railway and play area.
- 2.7.5 The Operator will provide either an ice cream van or catering trailer. There is no electricity or water provided at this pitch.
- 2.7.6 The Operator may also provide a pedal mobile ice cream cart within the boundaries of the Cobden end of Riverside Park ranging from Cobden Bridge to Woodmill Lane and to include Cobden Meadow, the sports pitches and the pavilion.

2.8 Mayfield Park

- 2.8.1 Situated within the car park on Weston Lane opposite Chamberlayne Leisure Centre and adjacent to the sports pitches and play area.
- 2.8.2 The Operator will provide either an ice cream van or catering trailer. There is no electricity or water provided at this pitch.
- 2.9 **Southampton Common play area and Hawthorns café** (Details to be confirmed)

3. PRICE AND PAYMENT

- 3.1 The Operator will be responsible for the price of products on sale.
- 3.2 The Operator will display a Certificate showing that they are the authorised Concessionaire. This certificate will be issued on receipt of the initial fee payment and provided that the concessionaire has submitted a completed application form for registration of the food business establishment to the City Council's Environmental Health Service. If these conditions are not met then the Operator will **not** be issued with a Certificate and they will not be able to trade until such time as they are met to the satisfaction of the Council.
- 3.3 Specifics Relating to Weston Shore
 - 3.3.1 The Council will be responsible for the following within the kiosk building unless otherwise stated and therefore at no cost to the Operator.
 - Supply and maintenance of appropriate fire extinguishers
 - Supply and maintenance of Fire Alarm and fire safety including fire exits
 - Maintenance of shutters
 - Maintaining the fabric of the building including mains power and PT&I
 - Legionella management
 - Emergency Lighting maintenance and certification
 - Mains cold water and waste water service (not blockages or repairs)
 - Supply of hot water and heating.

- Grounds maintenance for the pitch and putt, kept to Service Promise standards with no specialist fine turf maintenance
- 3.3.2 The Operator will be responsible for the following and therefore responsible for paying either a third party Operator or the Council on presentation invoice:-
 - Internal cleaning of the kiosk
 - Use of electricity and metered supply.
 - Fire blankets as appropriate
 - Disposal of black bagged food waste, card board/paper rubbish and recyclable rubbish
 - External window cleaning
 - Internal window cleaning
 - Upkeep of decoration and flooring in the kiosk,
 - PAT testing of any equipment
 - Any minor reactive repairs within the kiosk area
 - Any major reactive repairs within the kiosk area if caused by inaction or misuse
 - Service and maintenance agreements with appropriate accredited Operators for the inspection, repair and maintenance of all equipment within the kiosk area.

4. **OPENING HOURS**

4.1 The minimum requirement is to provide the service from March to October, opening between 10.00 to 16.00 hours at weekends, school holidays in Southampton and Bank Holidays. Additional opening times may be permitted but must be agreed in writing with the Contract Manager.

5. FOOD HYGIENE

- 5.1 The Operator must comply with all relevant legislation including but not limited to the Food Safety Act 1990 and any regulations made thereunder and with the Food Hygiene (England) Regulations 2006, Regulation (EC) 852/2004 and Regulation (EC) 178/2002.
- 5.2 The Operator shall register the business in accordance with Article 6(2) of Regulation 852/2004. For further information, contact the Food Safety Service, Southampton City Council, on 023 8083 8519.
- 5.3 The Operator shall identify any step in the activities of the food business which is critical for ensuring food safety and ensure that adequate safety procedures are identified, implemented, maintained and reviewed.

- 5.4 All food handlers must have successfully completed a Level 2 hygiene training course (the certificate must be available on request) and maintain high standards of personal hygiene by keeping themselves and their clothing as clean as possible.
- 5.5 The Operator shall maintain records recording of temperatures of food in respect of delivery, storage, preparation, transportation and display for sale.
- 5.6 The equipment used for keeping food cold must be checked daily and recorded. Each piece of refrigeration equipment must be provided with a thermometer.
- 5.7 Labelling of Foodstuffs produced from Genetically Modified Organisms Council Regulation (EC) No. 1139/98: Reflecting public and parental concerns regarding the use of genetically modified foodstuffs, whether subject to the labelling regulations or not, the Council's policy is for the removal of such food products from menus offered in premises and outlets licenced by the Council. Tenderers shall comply with this policy.
- 5.8 Use of Nut Products and Oils: Community dieticians have highlighted the growing incidence of children with severe allergic reaction to nuts and their use in products of all kinds. All food which may contain traces of nuts or nut oils shall be labelled and labels clearly displayed.
- 5.9 The Operator must be able to demonstrate that the beef and beef products offered for sale are traceable and do not contain any beef from cattle over 30 months old. Tenderers shall state if they comply with this requirement.
- 5.10 The Operator must be able to demonstrate that any beef burgers are constituted from 100% beef and that all sausages are at least 75% meat.

6. HEALTH AND SAFETY

- 6.1 The Operator must comply with all requirements for the health, safety and welfare of any person in or near the catering operation. The Council retains the right to suspend or terminate all or part of any operation in the interests of public safety.
- 6.2 The Operator must comply with all relevant statutory provisions, rules, regulations, order, directors or bylaws. The Operator must retain records of any injuries or accidents. The Operator must make adequate provision for the health and safety of the public and any other third parties that may be affected by the work activities associated with the Agreement.
- 6.3 Employers have a duty to protect themselves and others. The Operator must particularly be aware of and adhere to all relevant legislation including The Health and Safety at Work etc. Act 1974, Management of Health and Safety at Work Regulations 1999, The Provision and Use of Work Equipment Regulations 1992, Manual Handling Operations Regulations 1992, The Workplace (Health, Safety and Welfare) Regulations 1992 and The Control of Substances Hazardous to Health Regulations 2002, The Personal protective Equipment at Work Regulations 1992, Health and Safety (First Aid) Regulations 1981, Safety Signs Regulations 1980 and any subsequent amendments to any of the aforementioned legislation.

7. KEY PERFORMANCE INDICATORS

7.1 The following key performance measures will be compiled by the Operator and reported upon by the Operator every 3 months. Failure to comply with the Key Performance Indicators will be dealt with as set out in the Agreement.

Specification Reference	Requirement	Target	Measure
2.3	The area around the units shall be clean and free from debris	No Debris at Site Inspection	Incidence of customer complaints and results of adhoc site inspections
2.4	No tobacco or alcoholic beverages	NIL	Incidence of customer complaints and results of adhoc site inspections
<mark>3.3</mark>	Fees shall be paid	100%	Payment within 30 days of dispatch of invoice
4.1	Opening hours – minimum opening hours achieved	100%	Customer complaints and council officer observations