



Comhairle Contae Chill Dara
Kildare County Council

SERVICES AND SPECIFICATIONS

INVITATION TO TENDER DOCUMENT

CONFINED INVITATION TO TENDER

FOR

**THE SUPPLY AND OPERATION OF TWO MOBILE CONCESSION
STANDS IN TWO LOCATIONS IN KILDARE COUNTY COUNCIL –**

1) Kerdiffstown Park, Naas

and

2) deBurgh Woodland Gardens, Naas

1 OVERVIEW OF REQUIREMENTS

1.1 Introduction

The licence to be awarded under this licence agreement concerns the provision of two mobile concession stands in two locations in Kildare County Council managed parks; Kerdiffstown Park and deBurgh Woodland Gardens, for a one (1) year duration, with the option to renew yearly for a maximum of three (3) years. The successful tenderer to whom the licence is awarded will be required to provide a professionally managed, high-quality service at the two locations. The successful tenderer will be required to vacate each site each day.

Kerdiffstown Park, once the site of a landfill, was reclaimed and turned into a multipurpose amenity park. There are playgrounds with safe play areas and modern gym equipment. The plateau stands 116m above sea level, where there are panoramic views of the surrounding area. Accessible to all, the scenic views include Dublin city, the Wicklow mountains and the Hill of Allen. Amenities include cycling and walking paths with Age-friendly seating areas. Two full-size all-weather 3G sports pitches and three five-a-side pitches. Due to the unique history of the site as a former landfill, there are environmental sensitivities to the site that require consideration, site induction and awareness training.

deBurgh Woodland Gardens is a 15-acre historically significant woodland park in Naas, Co. Kildare that opened to the public in July 2024. It features a mature woodland, walking trails, and 18th-century water features. Located off Mill Lane, this former deBurgh family estate offers a tranquil nature spot with an octagonal pond, canals, and diverse, mature trees.

The successful tenderer shall be responsible for instituting and operating all relevant policies, procedures and systems to ensure that the services meet the day-to-day requirements of Kildare County Council (KCC, the contracting authority) and customers. The successful tenderer is expected to collaborate with KCC to deliver the services as specified, and to propose initiatives to enable the development of best industry practice and optimum value for money.

1.2 General Requirements of the Catering Services Licence (successful tenderer)

KCC requires the provision of a flexible, innovative and professional catering service that provides customers with food and beverage options and service of the highest possible quality at a variety of price points. The successful tenderer will be required to co-operate fully with KCC management to ensure that the offering provides customers with a memorable, professional and innovative food and beverage experience.

For Kerdiffstown Park, the successful tenderer will pay for 365 days of the year. For deBurgh Woodland Gardens, the successful tenderer will pay pro rata. Both parks are operated by KCC

Parks Department as a public amenity and public safety is a priority. From time to time, either park may need to be closed for planned or emergency works. KCC will endeavour to give the successful tenderer sufficient notice of any closures, however, this may not be feasible in all circumstances. A rebate system will be in place if either site needs to be closed by KCC.

1.3 Park Opening Hours

Park Opening Hours

The current opening hours for KCC Park locations are detailed below.

The mobile concession stands must close and vacate both locations 30 minutes before the closing times of each park.

Kerdiffstown Park Opening Hours

January to December

Monday – Friday: 9am to 10pm

Saturday – Sunday: 8am to 10pm

deBurgh Woodland Gardens Opening Hours

During Winter and Summer months

Thursday – Sunday: 9am to 4pm

NOTE: Opening and closing time for each location detailed above are subject to change and review, including times, days and seasons.

2 SERVICES SPECIFICATION

2.1 Scope of Service

Kildare County Council	
Park Location	1) Kerdiffstown Park and 2) deBurgh Woodland Gardens Exact location options to be provided by and decided by KCC and shall be subject to ongoing review. Refer to Appendix 1 for potential locations.
Address:	Naas, Co. Kildare
Opening Hours	Mobile Concession Stand Opening Hours - Initially aligned to park opening hours at a minimum Mobile Concession Stand Closing Time - Aligned to closing times of park at a minimum. The Mobile Concession Stand shall close and must vacate 30 minutes before park closing time. (Allowing for minor flexibility in poor weather)
Service Times	Aligned to park opening hours at a minimum
Service Style	Counter Service for hot and cold beverages and take away goods.
Barista	Barista Coffee offering providing espresso and milk-based drinks along with a selectin of speciality teas. Seasonal drink and variations should also be provided throughout the year. Plant based milk alternatives.
Technology	Operators should be in a position to be technically adept in terms of providing Wi-Fi. Contactless and NFC payment options such as google/apple pay. Operators should be able to provide options to order online or click and collect. The tenderer will be obliged to facilitate cash payments. Operators will be required to market their location independently via social media and traditional means to promote their own offering.

Child Friendly	A considered child-friendly offering should be available to cater for the family park users.
Health and Wellbeing / Dietary Pre-requisites	Vegetarian, Gluten-Free, Dairy-Free Options should be available across each service time. The successful tenderer should be cognisant of current food movements such as plant-based and / or vegan as this will widen the appeals of their offering. The successful tenderer should be able to demonstrate a focus on health and wellbeing through offering alternative food options (where feasible).
Sustainability	Removal of single use packaging. Compostable packaging Alignment to conscious cup campaign or similar initiative where keep cups are discounted. Provenance and local produce should form part of the operator's overall ethos.
Innovation	The successful tenderer should be able to provide ad-hoc events such as but not limited to: • Ice-cream (soft serve or scooped) / Ice pops • Halloween themed days (Toffee Apples etc) • Christmas and Easter variations to drive additional footfall • Ice-cream or Ice-lollies (soft serve or scooped) • Picnics
Retail / Confectionery Offering	Selection of confectionary items and cold beverages / juices. Selection of non-sugared drinks and healthy snacks.
Beverage and Food Service	
Service Times	Tenderers must provide proposed service times
Suggested Menu	Tenderers must provide proposed menu options for both beverages and food, and include pricelist. No flame, oil or gas will be permitted as a means to heat pre-prepared food.

2.2 Mobile Concession Stands and Catering Services

The concession stand must be a mobile unit and must be removed from each of the sites at the end of each day. Only the mobile concession stand will be permitted to be positioned in the area within each park to be specified by KCC. This area will be subject to ongoing review by KCC. Any personal vehicles must not be parked beside the mobile concession stand. Personal vehicles must be parked in the public car park.

Appendix 1 details the potential location within each park where the concession stand may be positioned. The location will be specified by KCC in advance of the contract commencement.

In providing catering services from the mobile concession stands required for this location, the successful tenderer shall at all times:

- maintain a high and consistent standard and quality of food, presentation and service which exceeds the standards and quality being achieved by commercially available services locally;
- provide a food service offering which meets or exceeds customer requirements and maximises customer satisfaction;
- maximise the utilisation of the mobile concession stand and achieve customer satisfaction and return custom, through high quality service delivery;
- provide a quality, value for money food and beverage service, which:
 - is consistent with or ahead of foodservice trends;
 - meets customer needs and expectations;
 - compares favourably with local commercial outlets;
 - manages and controls income and costs to ensure that financial commitments to KCC and others are met;
 - Provide sales information;
 - continually reviews the standard, efficiency and cost-effectiveness of the services and, where appropriate, make recommendations for improvement;
 - adopts a commercial, innovative, responsive and highly professional approach in the management and operation of the services;
 - operate to and promote the highest environmental and corporate social responsibility standards;
 - promote a healthy and balanced diet and lifestyle for customers.

2.2.1 Pricing Strategy (Tariffs charged to customers)

Tenderers' proposed pricing/tariffs will be evaluated under Award Criteria A. Tenderers should note that competitive pricing / tariffs will be expected as park users are price sensitive.

The successful tenderer should note that final menu selection and pricing /tariffs must be set in agreement with Kildare County Council.

The successful tenderer must comply with all legislation regarding the way prices of products and services are displayed to consumers. These laws consist of the EC (Requirements to Indicate Product Prices) Regulations 2002 and Orders made under the Prices Act 1958 to 1972 and the Consumer Protection Act 2007 (pdf). The legislation ensures that consumers have enough information to make price comparisons between different products and services.

The successful tenderer will be expected to take the local market into consideration to ensure that catering options are competitive when considered against competitor venues in the area. The prices/tariffs must be fixed for one year from date of opening and increases only permissible with agreement from KCC. Thereafter prices/tariffs will be negotiated and must be agreed with KCC before being implemented but must not exceed annual inflation.

- All pricing / tariffs must be quoted in € including VAT.
- The pricing / tariffs must remain valid for one (1) year from the date of the tender receipt and thereafter by prior agreement of the Contracting Authority.
- Tenderers should provide details of any proposed discounts/incentives geared at promoting sustainability (discounts for use of own keep cups, etc.).

Prices / Tariffs charged by the successful tenderer for goods delivered and services performed under the licence shall not vary from the prices quoted by the successful tenderer in this tender, unless by agreement with contracting authority.

The successful tenderer is solely responsible for procuring (at its own cost) all supplies necessary to provide the services.

2.2.2 Quality of Food and Beverages Offered

The successful tenderer will be required to propose priced menu offerings that meet the expectations and requirements of all Kildare County Council customers at relevant price points. Kildare County Council management will liaise with any successful tenderer to monitor the quality of food offered. The successful tenderer will be required to accommodate any resulting requests from management concerning improvements to the quality of food served. The successful tenderer will also be required to continually review and refine menu offerings to meet consumer demand and expectations.

2.2.3 Efficiency and Quality of Service

While speed of service is dependent on a number of variables, the successful tenderer to whom a licence is awarded under this licence agreement shall ensure that it is not compromised by insufficient numbers of staff or supplies.

The replenishment of all service ware and consumables must be undertaken in a sufficiently efficient manner to safeguard the quality-of-service delivery.

2.2.4 Key Deliverables

The key factor in ensuring the success of the services is to provide a consistent high-quality food and beverage offering and customer service, including developing an appealing and varied menu range, which can assist the promotion of the services.

2.2.5 Management and Supervision

The successful tenderer shall ensure that, as a minimum, a competent and experience supervisor / manager is present in the relevant food service areas during service periods and at other key times as appropriate. This person shall be knowledgeable about all food and beverage offerings and empowered to deal with and resolve any customer related enquires and grievances immediately.

2.3 Environmental Waste Management Policy

Kildare County Council is committed to implementing environmentally friendly waste management policies. The successful tenderer to whom the licence is awarded will be required to comply with these policies. In line with these policies the Council requires that the successful tenderer to whom a licence is awarded must:

- Dispose of waste in a hygienic manner in accordance with all regulations.
- Adhere to the circular economy requirements, moving away from generating waste to ensuring the components are reusable and stay in productive use indefinitely or for as long as possible.
- Recycle any waste generated;
- Remove the use of single use plastics;
- Single use plastic consumables are not permitted, such as plastic straws, plastic cutlery, plastic cups, polystyrene containers, plastic glasses;
- All takeaway cups must be compostable and a reusable cup policy must be in place.

The successful tenderer will be responsible for on-site waste segregation and will be responsible for its own waste management sourcing, contract and payment. The continued cleanliness and tidiness of the area shall be the responsibility of the successful tenderer charged with providing a service to the Contracting Authority.

2.4 Goods Supply and Storage

All produce must be purchased from reputable and registered wholesalers. The successful tenderer to whom the licence is awarded will be responsible for ordering and purchasing all supplies to be used in the provision of the required services. Such supplies will be ordered in the name of the successful tenderer and will remain the property of the successful tenderer. Under no circumstances will supplies be ordered or purchased on behalf of, or in the name of, KCC.

All produce must be stored in compliance with all relevant statutory provisions (i.e., in suitable hygienic storage areas and containers at the correct temperatures). Food stocks on site(s) at any given time must not exceed the capacity of the appropriate storage facilities provided.

2.5 The Provision of Staff

The successful tenderer will be solely responsible for the provision of an appropriate number of suitably trained and experienced staff to deliver the required services. The following specifications will govern the provision of staff for the duration of the licence:

- (a) Employee arrangements: All staff engaged in the delivery of the required services shall be the employees of the successful tenderer in question. The employees will not be considered employees, servants or agents of KCC for any purposes whatsoever. The successful tenderer will be solely responsible for all employment matters, including, but not limited to, rostering, timekeeping, remuneration, expenses, taxation and PRSI payments. The successful tenderer will be bound by all legislative obligations concerning employment protection, working conditions, working time and rates of pay. Finally, the successful tenderer will ensure that all personnel employed to deliver the services are legally permitted to work in Ireland.
- (b) Qualifications and Training of Staff: It is a legal requirement that personnel involved in the provision of catering services are adequately trained and supervised. Such training and supervision will be the sole responsibility of the successful tenderer in question. At a minimum, all staff must have received training in hygiene standards,

food preparation / culinary skills and a food safety management system based on the principles of HACCP (Hazard Analysis and Critical Control Point). It is a requirement that the successful tenderer will develop a site-specific service operating manual for KCC to include company safety statement with declaration form for working with children, risk assessments and method statements. Specific to the mobile concession stand in Kerdiffstown Park, the successful tenderer will be required to complete ATEX (explosive atmospheres) awareness training, at their own expense, and complete an online site induction.

- (c) Supervision of staff: The successful tenderer to whom a licence is awarded under this licence agreement will be responsible for ensuring that all personnel delivering the required service are appropriately supervised and directed. All supervisory staff must have adequate authority to address and resolve disciplinary or performance issues.
- (d) Health and Safety: The successful tenderer(s) to whom a licence is awarded under this licence agreement will be directly responsible for its own employees in relation to Health and Safety and will bear the cost of any notice, instruction, decision or inspection of the Health and Safety Authority under the applicable legislation. Certification of training in basic and primary food hygiene for all staff members will be required. Declaration of Compliance with Hazard Analysis & Critical Control Point ("HACCP") (Hazard Analysis Critical Control Points) and European Union Regulations. The successful tenderer must ensure that all employees maintain good personal hygiene, wear all appropriate personal protection equipment (PPE) and work in accordance with the relevant health and safety legislation, standards and guidelines.
- (e) General Department: All personnel both front and back of house must be trained to an acceptable standard, must be neat in appearance and professionally courteous in their interaction with customers. In this regard, the successful tenderer will ensure standards of presentation and manner that comply both with the reasonable expectations of customers and any specific directions given by KCC.
- (f) In respect of all licences awarded under this licence agreement, customer facing staff must have a reasonable working knowledge of the English language. The successful tenderer in question shall remove from the food service operations any employee whom KCC Management considers detrimental to the best interest of the facilities.
- (g) Staff Personal Identification: All personnel working in the food operation will carry I.D., which will readily identify them

2.6 Food Safety

KCC requires the successful tenderer to monitor and record the refrigerator and freezer temperatures twice each day, on commencement of operations and after service. Other temperature standards that are required as a minimum are as follows:

Hot servery	Food to be maintained at minimum 65°C
Cold servery	Food to be maintained between 0° and 5°C

The successful tenderer to whom the licence is awarded under this licence agreement will be required to put in place the following standards based on the HACCP regulations as detailed below in respect of: Cleaning and Sanitation; Personnel Hygiene and Training; Deliveries; Storage; Distribution and Transport; Waste Management; Zoning (Separation of activities to prevent potential food contamination); Management of Allergens and customer facing declarations on same.

The standards above are based on the requirements for a food business as outlined in the applicable legislation and standards below and in the Food Safety Authority of Ireland (FSAI) Guidance notes currently in place (www.fsai.ie):

- Regulation EC/852/2004 on Hygiene of Foodstuffs
- Regulation EC 178/2002 Traceability and Recall
- I.S. 340:2007 – NSAI Hygiene in the Catering Sector
- S.I. 556:2014 relating to the provision of food information to consumers
- S.I. 489 of 2014 Health (Provision of Food Allergen Information to Consumers in respect of Non-Prepacked Food) Regulations 2014
- S.I. 619 of 2001 Safety Health and Welfare at Work (Chemical Agents) Regulations
- All foods must be prepared and stored in compliance with Food Safety Regulations (EC 852/2004 as may be amended).

KCC reserves the right to seek evidence that the above food safety management system is in place at any time during the term of the successful licence agreement.

2.7 **Licence and Performance Management Requirements**

The successful tenderer(s) to whom a licence is awarded will be required to nominate a dedicated and sufficiently senior account manager, who will assume responsibility for the location(s). To ensure the successful delivery of account management activities in respect of the licence, it is imperative that the nominated individual is sufficiently familiar with all aspects of foodservice delivery and has a full and complete understanding of 'on-the-ground' operations.

2.8 **Customer Liaison**

The successful tenderer shall establish and maintain clear and robust procedures to handle and address Customer feedback arising in relation to, or in connection with, the Services. This must be clearly advertised to customers at point of sale. The successful tenderer shall ensure that all Customer feedback is dealt with promptly and in a professional manner

2.9 **Service Levels and KPIs**

The successful tenderer to whom the licence is awarded shall be measured against Key Performance Indicators (KPIs) on a monthly, quarterly or annual basis during the term of the licence. These KPIs will include, but will not be limited to, the following:

- Service levels in regard to the operating of the service
- Management and supervision of staff
- Food quality and menu variety
- Marketing and promotions
- Financial performance and reporting
- Issues / complaints / general attitude and cooperation.
- Site Specific Standard Operations Procedures
- Health and Safety Audit

You are required to submit an SLA as part of your response.

2.10 **Facilities, Equipment and Services in respect of the Licence**

The successful tenderer will be responsible for providing all facilities and equipment required for the operation of the mobile concession stand for the purposes of providing the required services in both locations; Kerdiffstown Park and deBurgh Woodland Gardens. The obligations of KCC and the successful tenderer(s) in respect of facilities, equipment and services are described in the table hereunder:

Kerdiffstown Park & deBurgh Woodland Gardens	Responsibility	
	Successful Tenderer	KCC
Mobile Concession Stand		
Bringing Utilities / Services to Location	✓	
Structure and maintenance of same	✓	
Service Pop-ups	✓	
Signage / Branding	✓	
Refuse Collection	✓	
Pest Control	✓	

2.11 Sundry Costs

The successful tenderer shall provide and make all necessary arrangements for connections/services relating to heating, lighting, electricity and waste. With regard to waste collection, the successful tenderer will be expected to comply with any instructions from KCC management concerning the segregation, storage, packaging, labelling and recycling of waste.

Food waste management and disposal is the responsibility of the successful tenderer.

2.12 Cleaning Costs

The successful tenderer will be responsible for maintaining the cleanliness of all areas in the immediate vicinity and surrounding area of the mobile concession stands at both locations at their own expense.

The successful tenderer will encourage customers to use the designated waste recycle bins placed at the mobile concession stands by the successful tenderer. The successful tenderer shall be responsible for monitoring the area surrounding the mobile concession stands for any potential litter and shall allocate adequate staff to ensure that the mobile concession stands are always maintained to a high standard of cleanliness and presentation throughout the day.

2.13 Toilets Facilities

The public toilets are available on site in Kerdiffstown Park for use by park users and employees of the successful tenderer.

There are no public toilets in deBurgh Woodland Gardens. There is a possibility of the installation of a welfare unit in deBurgh Woodland Gardens that could be used by employees of the successful tenderer.

2.14 **EPOS System**

The successful tenderer shall be required to source, procure, install and manage an EPOS and financial reporting system.

The service provider shall be responsible for the security and banking of all monetary instruments received in the payment for services and shall be liable for all monetary losses whether through fraud, theft or negligence.

The successful tenderer shall affect all necessary measures to ensure the security of cash received during handling, counting, transporting and banking. These measures include but are not limited to the following:

- Security
- Maintenance of cash records
- Retention of banking receipts
- Appropriate insurance cover

For audit purposes the successful tenderer will be required to retain all electronic point of sales records including audit rolls, cash reconciliation and banking records. These should be kept for the duration of the licence.

The service provider will be the registered merchant in respect of credit/debit card transactions and will be responsible for all commissions payable to and charges levied by the credit card company for sales at the two mobile concession stand locations.

2.15 **Refunds and Disputed Payments**

Where a customer has a legitimate complaint concerning the quality, speed or standard of foodservice, he/she shall be offered either a refund or a replacement product. A pragmatic approach shall be taken, the most appropriate course of action depending on the nature and circumstances of the complaint.

2.16 **Health and Safety**

The successful tenderer will be required to put in place the following standards based on the HACCP regulations as detailed below in respect of:

- Cleaning and Sanitation
- Personnel Hygiene and Training
- Deliveries, Storage, Distribution and Transport
- Waste Management
- Zoning (Separation of activities to prevent potential food contamination)

The standards above are based on the requirements for a food business as outlined in the applicable legislation and standards below and in the FSAI Guidance notes currently in place (www.fsai.ie):

- Regulation EC/852/2004 on Hygiene of Foodstuffs
- Regulation EC 178/2002 Traceability and Recall
- I.S. 340:2007 – NSAI Hygiene in the Catering Sector
- S.I. 556:2014 relating to the provision of food information to consumers
- S.I. 489 of 2014 Health (Provision of Food Allergen Information to Consumers in respect of Non- Prepacked Food) Regulations 2014
- S.I. 619 of 2001 Safety Health and Welfare at Work (Chemical Agents) Regulations

KCC reserves the right to seek evidence that the above food safety management system is in place at any time during the term of the licence. All foods must be prepared and stored in compliance with Food Safety Regulations (EC 852/2004 as may be amended).

Any complaints/incidents by a customer to any member of staff of the successful tenderer must be acknowledged in writing within two (2) days of receipt of it and a copy of the acknowledgement must be sent to KCC Management without delay. A designated point of contact will be established for this contract.

A full investigation must be carried out, must be documented and a response to resolving the complaint or incident must be sent in writing to KCC within 10 days.

In the event that a customer complaint is of a medical nature, then KCC will require a thorough investigation and reporting within the above timelines.

If laboratory analysis is required, this shall be undertaken by the successful tenderer at their own cost.

CA Audit

The Operator will twice yearly use an independent auditor to audit the premises for health and safety compliance. The cost of this will be borne by the successful tenderer. The scope of such audit will contain but is not limited to the following key areas:

- Food offering and alignment to the agreed menu specification.
- Customer Service.
- Food Safety and Health and Safety Management.
- Licence Compliance.

The successful tenderer to whom a licence is awarded shall be required, prior to the commencement of service delivery, to implement a safety statement and risk assessment outlining the risks associated with licence performance.

2.17 **General Information**

Licence Termination/Termination of Licence:

If, through any cause, the successful tenderer shall fail to fulfil in a timely and proper manner the obligations under the agreement, KCC may terminate the licence by providing written notice to the successful tenderer at least 14 days before date of termination and apply any other early termination provisions in the licence.

Relationship between parties:

The successful tenderer shall be retained by KCC only for the purposes and to the extent set out in the relevant agreement, and the relationship of each successful tenderer to KCC shall during the term of the agreement be that of independent contractor. The successful tenderer shall be responsible for the payment of any taxes on monies received by the catering contractor.

Council Property:

Each successful tenderer shall be responsible for the proper custody and care of the fixtures and fittings provided in their food outlet during installation and for the duration of their operation of the facility. The successful tenderer will reimburse for any loss or damage caused by him or his agents within the licence term.

Priority of Conditions:

Where the Conditions of Tender of KCC and / or the Specifications conflict with the successful tenderer's standard conditions, the requirements of KCC will apply.

Negligence Claims:

Any personal injury or other negligence claims issued against the successful tenderer by any Third Party should be notified in writing to the KCC Safety, Insurance, without delay, but in no circumstances more than 5 working days.

CCTV:

The successful tenderer will not be permitted to install or operate any form of surveillance or image capture equipment either on or within or adjacent to the mobile concession stands.

Tenderers will note that CCTV is in place at both sites and operated by a third-party contractor on behalf of KCC for the safeguarding of KCC assets and employees.

APPENDIX 1

Location Options for the mobile concession stands in Kerdiffstown Park and deBurgh Woodland Gardens are listed below.

There are three potential locations for Kerdiffstown Park - Option A, Option B or Option C, see *Figures 1 – 4*. The location will be determined by KCC and will be subject to ongoing review.

There is one location option for deBurgh Woodland Garden – Option A, see *Figures 5 - 6*.

Kerdiffstown Park – Location Options

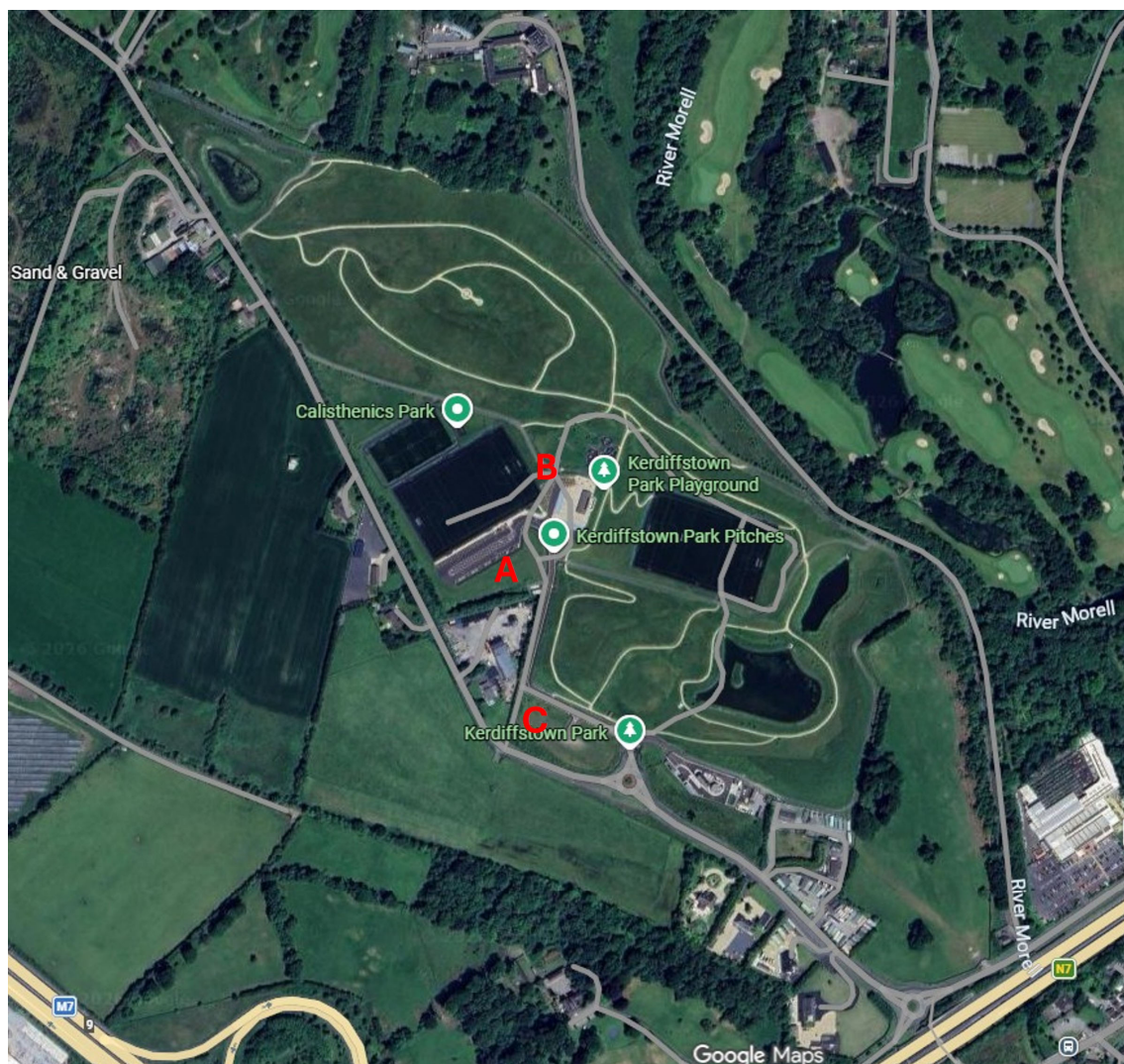


Figure 1: Kerdiffstown Park overview. Location options A, B and C marked in red.



Figure 2: Location option A.



Figure 3: Location option B.



Figure 4: Location option C.

deBurgh Woodland Gardens – Location Options



Figure 5: Entrance to deBurgh Woodland Gardens, Mill Lane, Naas.



Figure 6: Location option A - deBurgh Woodland Gardens.