



SHIRE OF BODDINGTON

'The Council and Staff of the Shire of Boddington, in partnership with the community, are committed to operating effectively and efficiently to provide quality lifestyle opportunities that encourage population growth and development'

SUMMARY MINUTES

For The
Special Meeting of Council
Held At

7:00 PM, Thursday
3 September 2020

At The
Council Chambers
39 Bannister Road Boddington

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1. DECLARATION OF OPENING:

Cr Garry Ventris, Shire President, declared the meeting open at 7:05pm.

I acknowledge that this meeting is being held on the traditional lands of the Noongar people.

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:

2.1.1 Attendance

Cr G Ventris	Shire President
Cr E Schreiber	Deputy Shire President
Cr C Erasmus	
Cr J Hoffman	
Cr E Smalberger	left the room at 7:06pm.

Mr G Stanley	Acting Chief Executive Officer
Mr P Haas	Principal Environmental Health Officer/Building Surveyor
Ms L Bryant	Economic & Community Development Officer

Visitors: Nil.

2.1.2 Apologies

Nil.

2.1.3 Leave of Absence

Nil.

3. DISCLOSURE OF FINANCIAL INTEREST:

Cr E Smalberger declared a Financial Interest (Section 5.60A) & an Interest Affecting Impartiality (Regulation 11) in Item 8.1.1, as she is the current operator of the Community Hub Café & possibly the future applicant.

4. PUBLIC QUESTION TIME:

4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:

Nil.

4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:

Nil.

4.3 PUBLIC QUESTIONS FROM THE GALLERY:

Nil.

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/
SUBMISSIONS:

Nil.

6. CONFIRMATION OF MINUTES:

Nil.

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT
DISCUSSION:

Nil.

8. REPORTS OF OFFICERS AND COMMITTEES:

8.1 ACTING CHIEF EXECUTIVE OFFICER:

Cr Smalberger declared a Financial Interest (Section 5.60A) in Item 8.1.1 and also an Interest Affecting Impartiality (Regulation 11), as she is the current operator of the Community Hub Café & possibly the future applicant, and left the room at 7:06pm.

As there was a quorum no longer present, the meeting was adjourned at 7:06pm, waiting the arrival of Cr Hoffman.

Cr Hoffman arrived at 7:16pm. The meeting reconvened at 7:16pm. Cr Smalberger was not present when the meeting resumed.

8.1.1	Community Hub Café - Tender
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Location:	Part of Reserve No. 17428, – Johnston Street, Boddington (Asset BVO1039)
Applicant:	Shire of Boddington
File Ref. No:	CREL002
Disclosure of Interest:	Nil
Date:	03 September 2020
Author:	Economic and Community Development Officer, Leanne Bryant
Attachments:	8.1.1A Draft Tender

Summary

To seek Council approval to call for tenders for the management of the Community Hub Café, part of the Boddington Library building, Johnston Street Boddington.

Background

The lease for the Café Hub was endorsed by Council at the Ordinary meeting of Council held on the 20 August 2020.

COUNCIL RESOLUTION: 92/20

Moved: Cr Erasmus

1. That Council instructs staff to advertise for interest for the lease of the Boddington Community Hub Café for five (5) years with an option of a further five (5) years.

Seconded: Cr Schreiber

Carried: 4/0

Comment

The tender documents are attached. Items to note are the assessment criteria and weightings are under clause 3.3.2 Qualitative Criteria of the document and the

term of the contract is under clause 2.1 which is 5 years with a 5 year option. (as below)

There will also be a site briefing on Monday 28 September 10.00am with the close of tenders 4.00pm on Friday 16 October which is more than the 14 days required by regulation.

It is a requirement of the Local Government Act 1995 Section 3.57 that Council calls for tenders.

The call for tenders will be advertised in The West Australian, The Boddington News and via the Shire Facebook page as well as being placed on the web site.

Excerpt from the Tender document:

3.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

ATTACHMENT 8.1.1A

<p>A) Relevant Experience Describe your experiences in running a similar café space. Tenderers must, as a minimum, address the following information in an attachment and label it "Relevant Experience":</p> <p>(a) Provide details of previous café management;</p> <p>(b) Demonstrate sound judgement and discretion; and</p>	Weighting 30%	
	"Relevant Experience"	Tick if attached

<p>B) Tenderer's Resources Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <p>(a) High quality café style food and drink; and</p> <p>(b) Any contingency measures or back up of resources including personnel (where applicable) for mandatory opening hours as stated.</p>	Weighting 30%	
	"Tenderer's Resources"	Tick if attached

<p>C) Demonstrated Understanding Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <p>(a) The process for the delivery of high quality goods/services;</p> <p>(b) A demonstrated understanding of the scope of work;</p> <p>(c) Details of any complementary visitors services you will be offering.</p>	Weighting 30%	
	"Demonstrated Understanding"	Tick if attached

<p>D) Price Tenderers should detail the process as to how they come to the price structure they are submitting as payment. Areas that you may wish to cover include:</p> <p>(a) Retail rental per square meter;</p> <p>(b) Projected income;</p> <p>(c) A demonstrated understanding of the scope of work</p> <p>Supply details and provide an outline of your proposed methodology in an attachment labelled "Demonstrated Understanding".</p>	Weighting 10%	
	"Demonstrated Understanding"	Tick if attached

3.4.1 PRICE SCHEDULE

Line No	Service Description	tender Unit	Price tendered (exc GST)	GST Component	Price tendered including GST
1	Provision of Café per month				
		Totals			

Strategic Implications

Goal 1. A strong, healthy and safe community. Access to services and facilities that support health, education, sport, recreation, safety and well-being of the community.

Outcome 1.1 – An inclusive and supportive community.

Strategy 1.1.2 Promote and support community events, arts and cultural activities.

Statutory Environment

Local Government Act 1995 gives Council the power to lease a Reserve with the approval of the Minister for Planning. It is assumed that the approval was granted in 1987. Approval will need to be sought from the Minister for Planning for a new lease.

Requirements of the Local Government Act 1995 & the Local Government (Functions and General) Regulations 1996 Part 1 Division 2.

Policy Implications - Nil

Financial Implications

Funds raised from the Lease to be spent on maintenance and improvements on the reserve.

Policy Implications - Nil

Financial Implications

Funds raised from the Lease to be spent on maintenance and improvements on the reserve.

Economic Implications

With the forthcoming opening of the Hotham Park development this café will become an integral component of the precinct. It will be important for the café to be open for local usage but also for tourists visiting the region and the interpretation centre.

Social Implications

The café being next to the library provides social opportunities for many of the Shire's residents. Tourists visiting the Interpretation Centre are able to socialise with locals at the café.

Environmental Considerations - Nil

Consultation

- Acting Chief Executive Officer;
- All Councillors at the Councillor Information Session held Thursday 6 August

Options

Council can adopt:

1. The Officer's Recommendation;
2. Amend the Officer's recommendation; or
3. Not adopt the Officer's Recommendation's, providing reasons for doing so.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.1.1

COUNCIL RESOLUTION: 97/20

Moved: Cr Erasmus

1. That Council resolve to call for tenders for the Management of Boddington Community Hub Café, closing 4:00pm Friday 16th October, 2020.
2. That Council accepts the draft tender document, including the selection criteria, as included in the attached tender document.

Seconded:

Cr Hoffman

Carried: 4/0

ATTACHMENT 8.1.1A

PART 1

READ AND KEEP THIS PART

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

1. To promote, enhance and maintain the Café Hub for the benefit of the community;
 2. To provide efficient, accountable and quality management and service of a community asset and infrastructure.
 3. To provide high quality café style food and drink.
 4. To operate the Café Hub in a financially prudent and ethical manner.
 5. To ensure the provision of a comfortable and aesthetically pleasant facility for the enjoyment of the public.
 6. To ensure delivery of a high level of service to the community in a friendly and courteous manner.
 7. To ensure that services are delivered by principles of best practice and standards.
 8. To provide the Shire of Boddington with a reasonable financial reimbursement for leasing the Boddington Café Hub.
- A full statement of the management services required under the proposed contract appears in the Specification.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification and/or plans/drawings (read and keep this part);
- (c) Part 3 – Tenderer's Offer (complete and return this part);
- (d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part); and

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgment of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 1;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Boddington
Request:	This document;
Requirements:	The goods and/or services requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete and return the Offer (Part 3) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual Enquiries

Name: Leanne Bryant
Telephone: 08 9883 4999
Email: ecdo@boddington.wa.gov.au

1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole of life costs are considered.
- (c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender or make a presentation. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.7 SELECTION CRITERIA

The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

ATTACHMENT 8.1.1A

PART 1

READ AND KEEP THIS PART

1.7.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.7.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 3 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

NOTE: It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.7.3 PRICE CONSIDERATIONS

The weighted price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

Criteria	Weighting
Tendered price	70%

1.8 PRICE BASIS

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.9 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

The following policy may affect this selection:

Policy 13.1 Buy Local Regional Price Preference

1.10 CONDITIONS OF TENDERING

1.10.1 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is 4:00pm Friday 16th October, 2020.

The Tender is to be:

- (a) placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) delivered by hand and placed in the Tender Box at Shire of Boddington (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer PO Box 4, Boddington, WA 6390.

Electronic mail Tenders and Tenders submitted by facsimile will not be accepted.

Tenderers must ensure that they have provided one signed copies of their Tender to be marked "ORIGINAL". Any brochures or pamphlets must be attached.

The original must be unbound and clipped (not stapled). All pages must be numbered consecutively and the Tender must include an index.

ATTACHMENT 8.1.1A

PART 1

READ AND KEEP THIS PART

1.10.2 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) it may be rejected if it fails to comply with any other requirements of the Request.

1.10.3 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
 - (b) in a place other than that stipulated in this Request;
- will not be accepted for evaluation.

1.10.4 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10.5 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

1.10.6 ALTERNATIVE TENDERS

All Alternative Tenders MUST be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.10.7 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.10.8 GENERAL CONDITIONS OF CONTRACT

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services (refer to Appendix B).

1.10.9 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

ATTACHMENT 8.1.1A

PART 1

READ AND KEEP THIS PART

1.10.10 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.10.11 ALTERATIONS

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.10.12 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.10.13 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.10.14 CANVASSING OF OFFICIALS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.10.15 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.10.16 TENDER OPENING

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

ATTACHMENT 8.1.1A

PART 1	READ AND KEEP THIS PART
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The Tender opening will be held on 4:00pm Friday 16th October, 2020 at the Shire of Boddington Administration Office, 39 Bannister Road, Boddington WA.

1.10.17 IN-HOUSE TENDERS

The Principal does not intend to submit an in-house Tender.

2 SPECIFICATION

2.1 INTRODUCTION

The purpose of this tender request is to appoint a suitably qualified organisation or individual to operate the Boddington Café Hub in a professional and compliant manner for a period of five (5) years, with the option to extend the contract for an additional five (5) years:

A \$ amount to be paid to the shire monthly to operate the Café Hub.

2.2 BACKGROUND INFORMATION

Part of Reserve 17428, located at the corner of Wuraming Avenue and Bannister Road, Boddington.

The Boddington Café Hub consists of a kitchen, seating area come gallery display and selling area and verandah for outside seating.

The Café is part of a hub that contains the Shire of Boddington Library and Interruption Center.

The Café Hub has been closed during Covid. Outside catering has been done from the Café Hub during this period.

2.3 SCOPE OF WORK

1. To promote, enhance and maintain the Café Hub for the benefit of the community.
2. To provide efficient, accountable and quality management and service of a community asset and infrastructure.
3. To provide high quality café style food and drink.
4. To operate the Café Hub in a financially prudent and ethical manner.
5. To ensure the provision of a comfortable and aesthetically pleasant facility for the enjoyment of the public.
6. To ensure delivery of a high level of service to the community in a friendly and courteous manner.
7. To ensure that services are delivered by principles of best practice and standards.
8. To ensure the facility is maintained to a high hygiene level.

A full statement of the management services required under the proposed contract appears in the Specification.

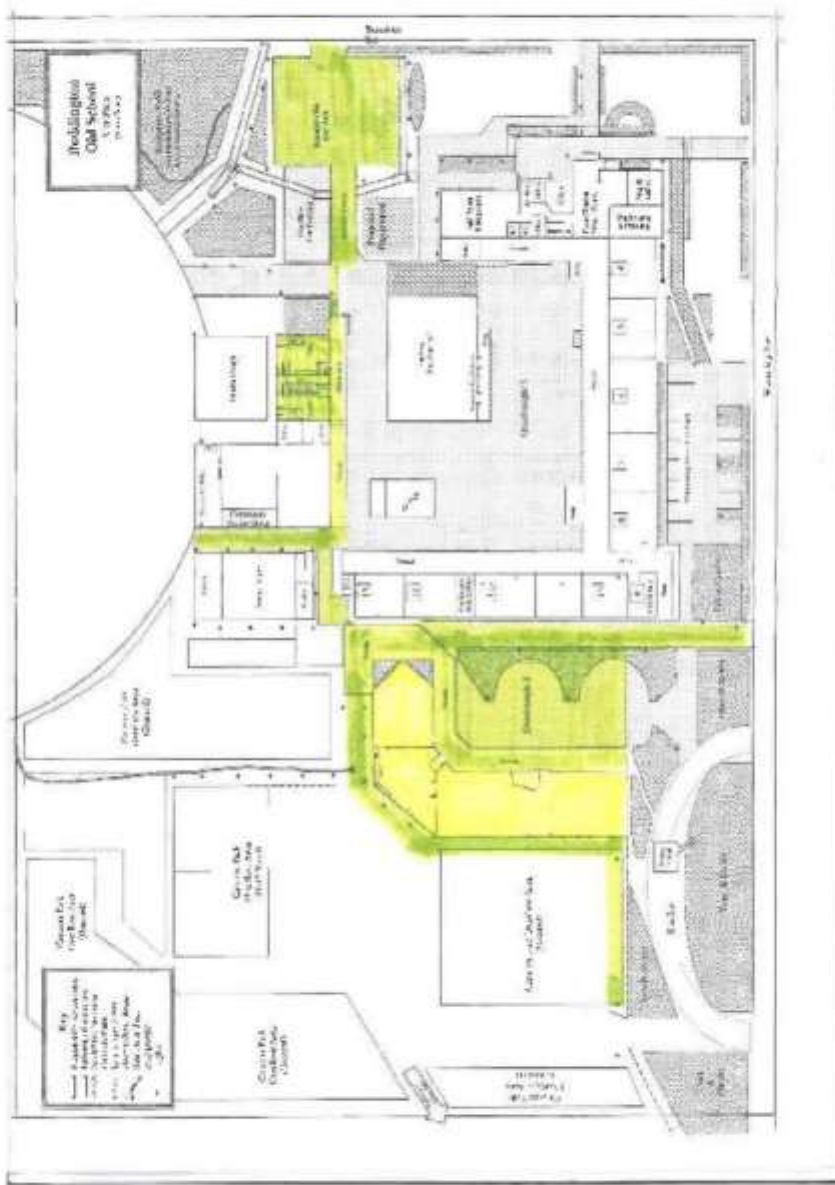
2.4 SPECIFIC REQUIREMENTS OF THE CONTRACT

Essential Requirements

1. At all times operate the Café Hub in accordance with the requirements of all relevant Acts and Regulations, this includes ensuring that only persons who are qualified in accordance with the requirements of all relevant Acts and Regulations are employed in the capacity of Manager or Attendant.
2. Café to be open a minimum of five days per week.
3. Minimum fixed hours of operation 9 am and 4 pm five days per week;
4. Lessee can open outside of these hours as well if they desire;
5. Two of the five days must be Weekends and public holidays (excluding Christmas Day, Boxing Day and Easter Sunday);
6. To be open when community events are held at Hotham Park;
7. The Lessee to supervisor, maintain and promote the Boddington Interpretation Centre when the Library is closed;
8. The Lessee to maintain and keep stocked the tourist information brochures in the common area;
9. Demonstrate the involvement of Boddington Community Groups;
10. Demonstrate engagement with local residents; and
11. Working in concert with other community events.
12. An amount of 1/3 toward the cost of gas and electricity consumed in the building is to be paid for the term of the tender.

ATTACHMENT 8.1.1A

PART 2 **READ AND KEEP THIS PART**

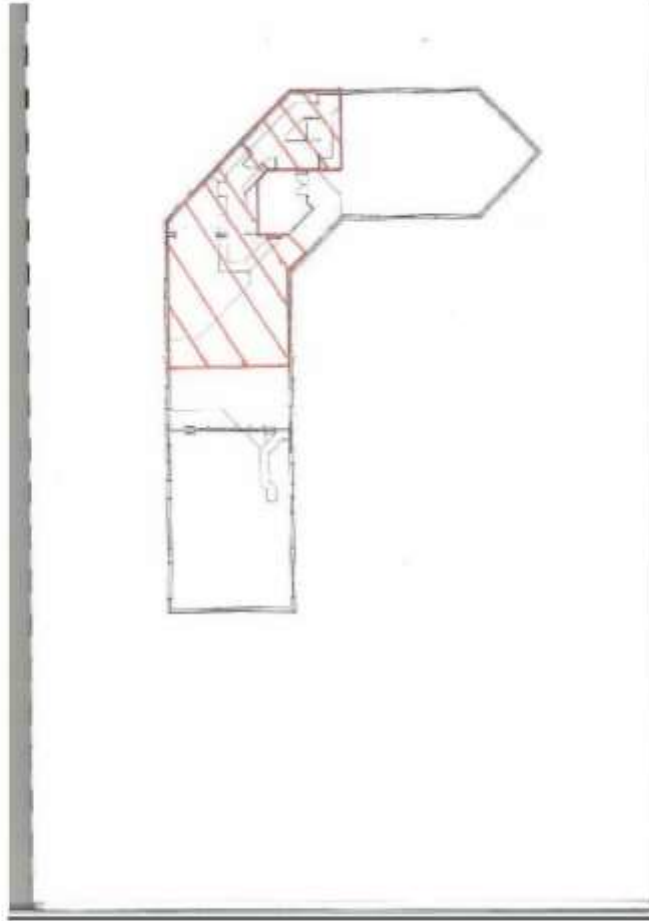


Shire of Boddington
October 2018

Request for Tender: 01/2018-19
Boddington Aquatic Centre Management Contract

ATTACHMENT 8.1.1A

PART 3 **COMPLETE AND RETURN THIS PART**



ATTACHMENT 8.1.1A

PART 3 **COMPLETE AND RETURN THIS PART**

3 TENDERER'S OFFER

3.1 OFFER FORM

The Acting Chief Executive Officer
Shire of Boddington
39 Bannister Road, PO Box 4
Boddington, WA 6390

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT: 02/2020-21 - Boddington Café Hub Management Contract

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of October 2020

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

ATTACHMENT 8.1.1A

PART 3	COMPLETE AND RETURN THIS PART
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3.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).

3.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure".	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts".	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

3.2.2 REFEREES

Attach details of your referees, and label it "Referees". You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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3.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents".	"Agents"	Tick if attached <input type="checkbox"/>

3.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts": (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

3.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

ATTACHMENT 8.1.1A

PART 3	COMPLETE AND RETURN THIS PART
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3.2.6 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Conflicts of Interest".	"Conflicts of Interest"	Tick if attached <input type="checkbox"/>

3.2.7 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage". A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.				"Insurance Coverage"	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Workers' Compensation					
Professional Indemnity					
Contents Insurance					

ATTACHMENT 8.1.1A

PART 3	COMPLETE AND RETURN THIS PART
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3.3 SELECTION CRITERIA

3.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	Yes / No
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No
(d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e) Compliance with the Delivery Date.	Yes / No
(f) Included a price you will pay to the Shire of the Boddington to Lease the Café Hub.	Yes / No

3.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

A) Relevant Experience Describe your experiences in running similar café and gallery space. Tenderers must, as a minimum, address the following information in an attachment and label it "Relevant Experience": (a) Provide details of previous café / gallery management; (b) Demonstrate sound judgement and discretion; and	Weighting 30%				
(a) Provide details of previous café / gallery management; (b) Demonstrate sound judgement and discretion; and	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">"Relevant Experience"</td> <td style="width: 50%; text-align: center; padding: 5px;">Tick if attached</td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	"Relevant Experience"	Tick if attached		<input type="checkbox"/>
"Relevant Experience"	Tick if attached				
	<input type="checkbox"/>				

B) Tenderer's Resources Tenderers should demonstrate their ability to supply and sustain the necessary: (a) High quality café style food and drink; and (b) Any contingency measures or back up of resources including personnel (where applicable) for mandatory opening hours as stated.	Weighting 30%				
(a) High quality café style food and drink; and (b) Any contingency measures or back up of resources including personnel (where applicable) for mandatory opening hours as stated.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">"Tenderer's Resources"</td> <td style="width: 50%; text-align: center; padding: 5px;">Tick if attached</td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	"Tenderer's Resources"	Tick if attached		<input type="checkbox"/>
"Tenderer's Resources"	Tick if attached				
	<input type="checkbox"/>				

ATTACHMENT 8.1.1A

PART 3	COMPLETE AND RETURN THIS PART
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<p>C) Demonstrated Understanding Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <p>(a) The process for the delivery of high quality goods/services; (b) How you will access local gallery items for sale; (c) How you will maintain a supply of high quality gallery items (d) A demonstrated understanding of the scope of work.</p>	Weighting 30%	
	"Demonstrated Understanding"	Tick if attached <input type="checkbox"/>

<p>D) Price Tenderers should detail the process as to how they come to the price structure they are submitting as payment. Areas that you may wish to cover include:</p> <p>(a) Retail rental per square meter; (b) Projected income; (c) A demonstrated understanding of the scope of work.</p> <p>Supply details and provide an outline of your proposed methodology in an attachment labelled "Demonstrated Understanding".</p>	Weighting 10%	
	"Demonstrated Understanding"	Tick if attached <input type="checkbox"/>

3.4 PRICE INFORMATION

Tenderers must complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

3.4.1 PRICE SCHEDULE

Line No	Service Description	Tender Unit	Price Tendered (ex GST)	GST Component	Price Tendered (inc GST)
1	Provision of Café/gallery per month				
		Totals			

4 APPENDIX A – SPECIAL CONDITIONS OF CONTRACT

4.1 PERIOD OF CONTRACT AND TERMINATION

The Contract will be in force for the period of five (5) years with an option for a five (5) year extension. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4.2 INSURANCES

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

- (a) Public liability insurance in the sum of at least \$10,000,000 (ten million dollars) in respect of any one occurrence and for an unlimited number of claims.
- (b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).
- (c) Professional indemnity insurance in the sum of at least \$1,000,000 (one million dollars) in respect of any one occurrence and for an unlimited number of claims.
- (d) The Shire shall insure the Building, against damage by usual insurable risks. The Shire shall also insure the Shire's Plant and Equipment.
- (e) Any property owned by the Lessee and brought into the Premises, including but not limited to the Lessee's Plant and Equipment, will not be covered under the Shire's insurance and the Lessee shall provide and maintain its own insurance coverage for such property.
- (f) The Lessee shall not do or permit to be done any act or thing, which makes void existing insurance policies of the Shire in respect of the Building or the Shire's Plant and Equipment.

9. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN:

Nil.

10. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:

Nil.

11. CONFIDENTIAL ITEM:

Nil.

12. CLOSURE OF MEETING:

There being no further business, Garry Ventriss, Shire President declared the meeting closed at: 7:27pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting on 17 September 2020

GARRY VENTRIS
(Shire President)