



**EXPRESSION OF INTEREST
(MULTI-STAGE TENDER)
STAGE 1 - TENDER NO. T 1419-21**

**MANAGEMENT,
MAINTENANCE AND
OPERATION OF
THE ROSNY PARK PUBLIC
GOLF COURSE**

*For more information the Contact Officer is:
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(03) 6217 9687*

17 May 2021

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PART 1 - SUMMARY OF INFORMATION FOR PROPONENTS

EXPRESSION OF INTEREST (MULTI-STAGE TENDER)

This procurement will be undertaken by Council through a multi-stage tender process. There will be two stages. The process will be in compliance with regulation 26 of the *Local Government (General) Regulations 2015* (Tas).

Stage 1 is an invitation for Proponents to submit an Expression of Interest Response. This document forms the basis of Stage 1. All Expression of Interest Responses which satisfy the Evaluation Criteria in Part 4 will be shortlisted.

Proponents who are shortlisted will progress to Stage 2. Stage 2 will be an Invitation to Tender and will provide the opportunity for Proponents to submit a Tender Response.

Further information about the two stages is available in the Conditions of Expression of Interest in Part 2.

COUNCIL'S REQUIREMENTS

The Rosny Park Public Golf Course is situated at Unit 2 & 3, 22 Rosny Hill Road, Rosny Park, Tasmania 7018 ("The Premises"). Council invites Expression of Interest Responses for the management, maintenance and operation of the golf course. It is an existing, traditional 9-hole, grassed golf course with an area of approximately 17.5 hectares. The period is for up to three years subject to conditions regarding early termination by Council (details are outlined in Council's Requirements in Part 3).

The Premises have been operated as a golf course for an extensive number of years, most recently through a contract with a third party which has recently expired. The Premises are owned by council and it is a condition on the relevant property Title that it must be put to "community use". As such, the golf course must be readily available for use by members of the public.

In addition to the greens, there is an existing brick club-house of approximately 170 m² built in or about 1969. The Tasmanian Liberal Party made a recent election commitment to provide \$75,000 towards the renovation of the club-house. As part of Stage 2, further details will be provided about this prospective grant.

Further information about Council's Requirements is set out in Part 3.

For clarity, at the conclusion of this multi-stage tender, council intends to enter a contract with a Proponent. The contract will be a management, maintenance and operation contract. The terms and conditions are anticipated to be provided to

Proponents who progress to Stage 2 as part of the Invitation to Tender. The contract will not include a lease over the Premises.

AERIAL PHOTOGRAPH

An aerial view of the Premises and outlined in red is depicted in Figure 1 below.

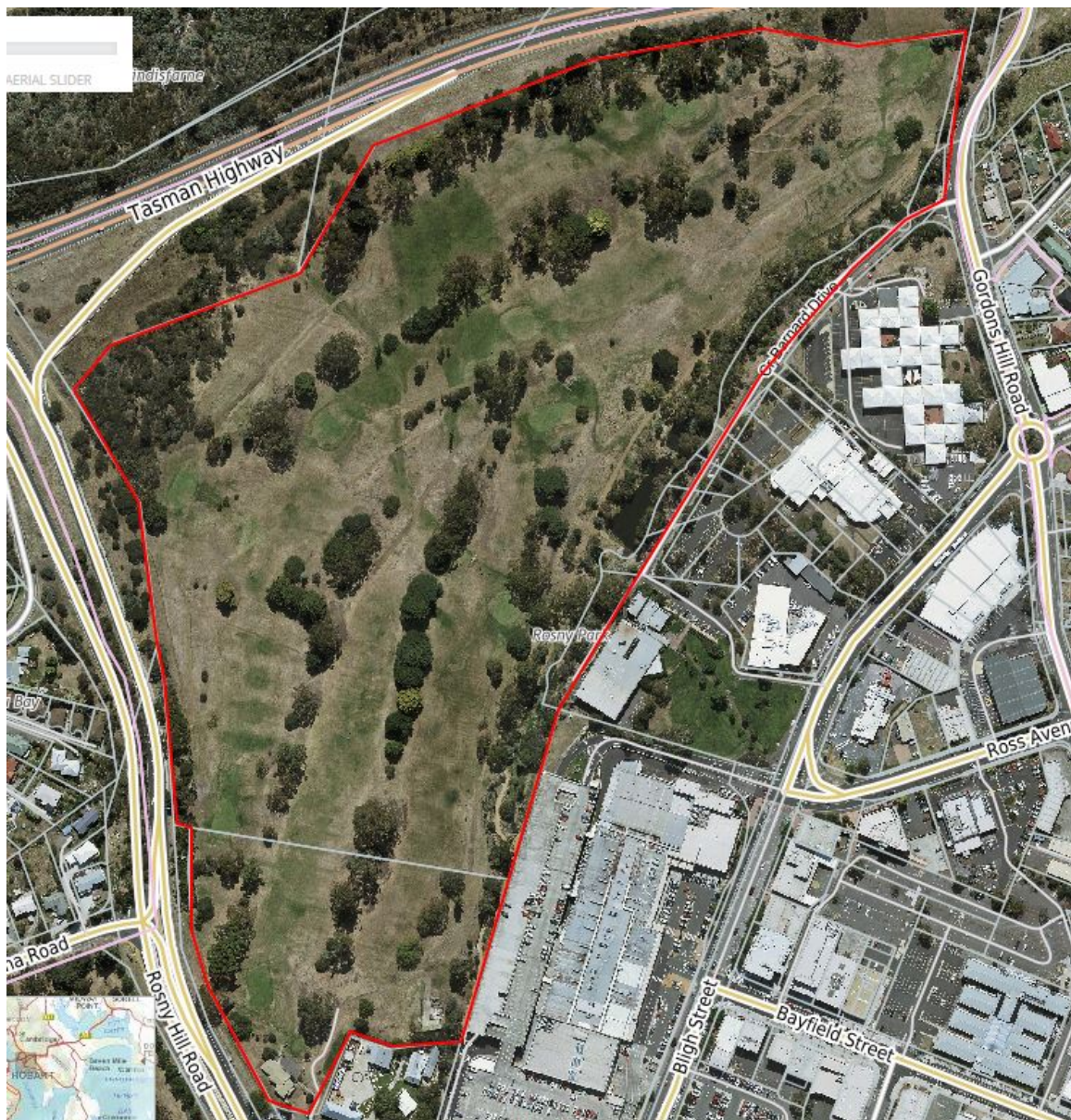


Figure 1: Aerial Photograph of Premises

REQUEST FOR INVITATION

Any party asking for a copy of this Expression of Interest document in response to the advertisement must identify itself and provide such information as to identity as

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Council may require. Such information will be recorded and may include name of business, address, contact person, e-mail address, and telephone number.

PRE-SUBMISSION INSPECTION

Proponents are expected to familiarize themselves with the Premises and its operation before submitting an Expression of Interest Response.

The Contact Officer named on the front page and below can be contacted for a Proponent to arrange a pre-submission inspection. At such an inspection, a Council officer will be able to provide a briefing of Council's knowledge of the condition, maintenance history, and operation of the existing irrigation system. There is no condition report in respect of the existing irrigation system. In relation to any information which Council may provide in relation to the existing irrigation system, Council does not provide any warranty as to its accuracy.

Inspections must be by prior arrangement via the Contact Officer named below and on the front page.

DOCUMENTS TO BE LODGED WITH AN EXPRESSION OF INTEREST

- A completed and executed Expression of Interest Form.
- Any additional documents and information necessary to address the Evaluation Criteria.

CLOSE OF EXPRESSIONS OF INTEREST

4 PM on Wednesday 9 June 2021

CONTACT OFFICER

The Contact Officer for this Expression of Interest is Ross Graham, Group Manager Engineering Services, telephone (03) 6217 9687, email rgraham@ccc.tas.gov.au

CODE OF TENDERS AND CONTRACTS

The Council has adopted a Code of Tenders and Contracts which is available from its website: <https://www.ccc.tas.gov.au/wp-content/uploads/2018/10/Code-for-tenders-and-contracts.pdf>.

PART 2 - CONDITIONS OF EXPRESSION OF INTEREST

1. Definitions and Interpretation

In these Conditions of Expression of Interest the following words have the following meanings:

“Close of Expressions of Interest” means the date and time set out in Part 1;

“Council” means the Clarence City Council and includes any person duly authorized to act on Council’s behalf in respect of this Expression of Interest;

“Council’s Requirements” means the requirements of the services invited through this Expression of Interest and are as set out in Part 3;

“Evaluation Criteria” means the criteria appearing in Part 4 against which Expression of Interest Responses will be assessed;

“Expression of Interest” means this expression of interest which is identified by the number at the top of this page;

“Expression of Interest Response” means a written submission by a Proponent which complies with the requirements of this Expression of Interest.

“Invitation to Tender” means an invitation to tender document which will be issued to selected Proponents at Stage 2.

“Part” followed by a number means the corresponding part of this Expression of Interest;

“Proponent” means any person providing an Expression of Interest Response;

“Stage 1” means the stage involving this Expression of Interest, that being the first stage of a multi-stage tender process in which Proponents are invited to submit an Expression of Interest Response.

“Stage 2” means the stage involving an Invitation to Tender, that being the second stage of a multi-stage tender process in which Proponents which meet the Evaluation Criteria of Stage 1 are invited to submit a Tender Response.

“Tender Response” means a response lodged by a Proponent in response to an Invitation to Tender.

In interpreting this Expression of Interest, unless the contrary intention appears, words indicating the plural include the singular and vice versa and the word “person” includes any company or incorporated body.

2. Compliance with the Conditions of Expression of Interest and Regulations

It is a mandatory requirement of this Expression of Interest that all Expression of Interest Responses must be in writing and must reach Council by Close of Expressions of Interest. At law Council cannot accept any Expression of Interest Response which does not meet these requirements.

In addition, submission must comply with any mandatory condition which is specified in this Expression of Interest.

Each Proponent must complete the Expression of Interest Form included with this Expression of Interest.

Proponents are to ensure that all required documentation is forwarded with the completed Expression of Interest Form to the Council by Close of Expressions of Interest. If for any reason it is necessary for Council to extend or amend the Close of Expressions of Interest, all Proponents that are recorded as respondents to the Expression of Interest will be advised of the extended or amended time or date.

An Expression of Interest Response or a Tender Response must not contain a condition that it is subject to the Proponent obtaining financial or any other approvals or consents.

3. Submitting an Expression of Interest

Each Expression of Interest Response and all required documentation is to be enclosed in a plain sealed package clearly marked with the name and number of the Expression of Interest and addressed to:

The General Manager

Clarence City Council

P.O. Box 96, Rosny Park 7018

Tasmania

Expression of Interest Responses delivered in person to the Council's offices are to be lodged in the Tender box located in the reception area at the Council's offices, 38 Bligh Street, Rosny Park, Tasmania 7018.

Expression of Interest Responses will be opened publicly shortly after the Close of Expressions of Interest. Details of the Expression of Interest Responses will be formally recorded and filed.

Expression of Interest Responses forwarded electronically or by facsimile will not be accepted.

All Expression of Interest Responses received will be acknowledged by the Council after Close of Expressions of Interest.

Neither all or any Expression of Interest Response will necessarily be accepted for progression to Stage 2 Invitation to Tender.

An Expression of Interest Response must clearly identify the company, firm or person proposed as the contracting party. An Expression of Interest Response must be signed by the Proponent. If a Proponent is a company it may be signed by an authorized person on behalf of the company.

If an Expression of Interest Response is to be submitted by more than one party, then the Expression of Interest Response is:

- to be signed by all the parties;
- to include details of a nominated single representative authorised to act on behalf of all the parties; and
- deemed to involve the parties jointly and each of them severally.

Proponents must ensure that, as a result of lodging an Expression of Interest Response, no conflict of interest arises involving the Proponent.

Expression of Interest Responses will be opened publicly after Close of Expressions of Interest.

4. Expression of Interest Information

All Proponents will be provided with the same information concerning the Expression of Interest during the Expression of Interest submission period, in the lead up to the Invitation to Tender submission period, and during the Invitation to Tender submission period.

Proponents may be contacted during the Expression of Interest assessment period to provide clarification in relation to their Expression of Interest Response. Proponents will be required to provide any information in the timeframe specified by Council.

Any corrections that need to be made to an Expression of Interest Response prior to submission are to be clearly made, initialled and dated.

If a Proponent finds that the requirements of this Expression of Interest are not clear or discovers apparent discrepancies in the Expression of Interest, the Proponent is to notify Council as soon as possible via the Contact Officer. Council may advise all other Proponents accordingly if a formal response is considered necessary in relation to any matter raised by such notification.

If Council needs to make an alteration to the terms of this Expression of Interest, the alteration will be made by an addendum and forwarded to all Proponents who have requested a copy of this Expression of Interest.

As far as reasonably practicable, Council will treat all Expression of Interest Responses as commercial-in-confidence. Proponents are to advise of any specific requirements in this regard.

All Expression of Interest Responses will become property of the Council when received.

By submitting an Expression of Interest Response, Proponents are deemed to grant Council a license to copy, reproduce, use, modify and adapt any of the information provided to the Council in the Expression of Interest Response for the purposes of assessment, and agree the Council may provide copies of the documentation (in electronic or hardcopy format) to any external agents or consultants on a confidential basis for the purposes of assessing the Expression of Interest Responses.

By submitting an Expression of Interest Response, Proponents acknowledge and agree that Council may contact any person who has been recommended by the Proponent as a referee in the Expression of Interest Response. Proponents are to advise the Council if they have any specific requirements in relation to nominated referees.

5. Proponent to be Informed

Each Proponent is solely responsible for making such enquiries as it considers necessary and appropriate relating to the management, maintenance and operation of the golf course and for requesting inspections by contacting the Contact Officer named within Part 1.

No warranty as to the performance of the golf course or the condition of the Premises is given by Council or to be implied as given by Council in inviting an Expression of Interest or issuing an Invitation to Tender or accepting any Tender Response.

Should Proponents wish to inspect the golf course they must firstly contact the Contact Officer named in Part 1 who will then arrange for a mutually convenient time to meet on-site and will give all reasonable assistance to the Proponent in carrying out its assessment.

6. Investigations and Risk

By lodging an Expression of Interest Response, Proponents will be taken to have acknowledged that it has done so based on such enquiries, investigations and inspections that are reasonably appropriate to make at this Stage 1, and that it has not relied on any representations or advice given by the Council or its officers or agents. Council, its officers or agents provide no warranty as to the accuracy of any such representations or advice provided in any form or manner or at any time including but not limited to information provided pre-dating this Expression of Interest, information provided in this Expression of Interest or during any inspection. Proponents are able to arrange an inspection of the Premises by contacting the Contact Officer named on the front page of this Expression of Interest. Such inspection may include the Proponent

arranging for their own expert to investigate and provide an opinion regarding any aspect of the Premises.

7. No Reimbursement for the Costs of Expression of Interest

The Proponent is not entitled to be reimbursed for any expense incurred in the preparation and submission of an Expression of Interest Response.

8. Notice to Proponents

Any notice given by Council to a Proponent will be effectively served on the Proponent if sent by post or email either to the address given by the Proponent when applying for a copy of this Expression of Interest or as nominated in the Expression of Interest Response as submitted by the Proponent.

9. No Canvassing

Proponents must not approach (or request any other person to approach) any member of Council's staff or any Alderman, individually or collectively, to solicit support for their Expression of Interest Response, or otherwise seek to influence the outcome of the multi-stage tender process.

For the purposes of this condition, "approach" includes contact in person, by telephone or by any other form of written or electronic communication including by email, social media and messaging.

Any Proponent which engages in conduct prohibited under this condition may, at the General Manager's discretion be disqualified from the multi-stage tender process.

10. Withdrawal of Expression of Interest Response

The Proponent must not withdraw an Expression of Interest Response prior to formal notification from the Council that Expression of Interest Responses have been formally considered by the Council and a decision in relation to the Expression of Interest has been made.

11. Clarification with Proponents

After Close of Expressions of Interest Council reserves the right to contact a Proponent to clarify any information within an Expression of Interest Response.

12. Evaluation Criteria and Methodology

Proponents must ensure that they address the Evaluation Criteria in Part 4 when submitting an Expression of Interest Response.

Where there is insufficient space in the Expression of Interest Form to address any criteria, they should be addressed in a separate document to accompany the Expression of Interest Response Form. That document should:

- be identified with the number of this Expression of Interest;
- be headed “Evaluation Criteria Addressed”;
- address all criteria in the order in which they appear in the Evaluation Criteria in Part 4; and
- be signed on each page by the persons who sign the Expression of Interest Form.

In evaluating Expression of Interest Responses, the Council will take into account whether Proponents have addressed and met the Evaluation Criteria in Part 4.

Unless stated otherwise in this Expression of Interest, Council will assess Expression of Interest Responses by assigning a “Pass” or “Fail” in respect of each mandatory evaluation criterion. In order for a Proponent to progress to Stage 2, it is expected that an Expression of Interest Response will gain a “Pass” in respect of each mandatory evaluation criterion. Notwithstanding the above, at Council’s sole discretion, a Proponent may progress to Stage 2 even if it has not gained a “Pass” in respect of each evaluation criterion.

The evaluation process of Expression of Interest Responses will be documented.

The Evaluation Criteria and methodology will not be modified unless all Proponents are advised of the change in writing.

13. Progression to Stage 2 & Eligibility to Lodge a Tender

Council will notify Proponents in writing of the outcome of their Expression of Interest Response.

A shortlist of Proponents will be created for the purposes of progression to Stage 2. The shortlist will be for Council use only and will not be made public nor will it be made available to Proponents.

A Proponent who is shortlisted will be confirmed in writing as eligible to progress to Stage 2 and will be issued with an Invitation to Tender.

No contractual relationship is to be implied between any Proponent and the Council arising from Stage 1 or by a Proponent being issued with an Invitation to Tender.

Council is not obligated to progress any or all Proponents to Stage 2. Council is not obligated to negotiate with a Proponent or accept any eventual Tender Response from a Proponent.

14. Contract Terms and Conditions

At the end of this multi-stage tender, Council anticipates entering into a contract with a successful Proponent. The contract will be a management, maintenance and operation contract. It will not include a lease over the Premises.

The terms and conditions of the eventual contract are intended to be provided by Council, to Proponents who progress to Stage 2, as part of the Invitation to Tender.

Proponents should be aware that the Stage 1 Expression of Interest provides Proponents with an opportunity to submit standard terms and conditions in full or in part, or as a plain English summary, for Council to consider. This is a non-mandatory requirement.

The purpose is to enable Council to be aware upfront of any significant contractual requirements from the perspective of a Proponent. Although it is a non-mandatory requirement, there will not be a further opportunity for substantive negotiation or substantive input into the development of the future terms and conditions.

Council will not distribute commercial-in-confidence terms and conditions or information submitted by a Proponent to other Proponents. However, Proponents should be aware that Council will take into account all submitted material in the formulation of Council's contract terms and conditions. Therefore, relevant factors outlined or included in material submitted at Stage 1 may be reflected in the contract terms and conditions provided to all Proponents who progress to Stage 2 as part of the Invitation to Tender.

It is anticipated that the contract terms and conditions included in the Invitation to Tender at Stage 2 will be relatively final. Proponents who progress to Stage 2, as part of their Tender Response, will nevertheless be able to propose variations to the contract terms and conditions. However, such variations may have the potential to result in a lower Tender Response assessment.

PART 3 – COUNCIL’S REQUIREMENTS

1. CORE REQUIREMENTS

Council invites Expressions of Interest for the management, maintenance and operation of the existing Rosny Park Public Golf Course. The core requirements are as follows:

No.	Item	Condition
1	Services	The management, maintenance and operation of the existing Rosny Park Public Golf Course, including but not limited to all supply of staff, labour, materials, plant and equipment and any licences or permits required, maintenance regimes and repairs.
2	Community Use	The existing, traditional, 9-hole, grassed golf course must be available for community use and be readily available for use by members of the public. It cannot be used as an exclusive private members’ golf course. It is to be available for golfing activities during day-light hours only.
3	Premises Location	Unit 2 & 3, 22 Rosny Hill Road, Rosny Park, Tasmania 7018 (approximately 17.5 hectares).
4	Term	Up to three (3) years.
5	Options for Extension of the Term or Renewal	None.
6	Early Termination Rights	<p>The Council will have a contractual right to terminate the management, maintenance and operation contract early in the following circumstances:</p> <ul style="list-style-type: none">a) if the existing irrigation system, in the reasonable opinion of Council, has a significant failure and it is not economic for Council to repair (this will be an immediate termination); and/orb) if after Council undertakes a concept design for the City Heart Project, and the Premises are identified for a use other than a public golf course, Council may terminate the contract early (on six months notice).

2. BACKGROUND

The Premises comprise of land owned by council which was transferred from the Crown on the condition that the Premises are put to a community use. As such, the golf course is not to be used as an exclusive private members' golf course. It is imperative that the golf course is readily available for use by members of the public.

The golf course is an existing, traditional, 9-hole, grassed golf course of approximately 17.5 hectares. The golf course has been in mostly continuous operation since 1970. It has for the last approximately 10 years been managed, maintained and operated by a third party. The relevant contract between Council and that third party has recently expired.

The Premises on which the golf course is located is earmarked for future availability for the purposes of Council's City Heart Project. The specifics of the City Heart Project are under long-term consideration and development. Presently it is unclear what the future use of the Premises will be beyond the term of the management, maintenance and operation contract.

3. OPERATIONAL REQUIREMENTS

Facilities

The Premises are to be used as a traditional, 9-hole, grassed golf course for community use and is to be readily available for use by members of the public.

There is aged infrastructure consisting of:

- a) a brick club-house built in or about 1969 (approximately 170 m²) which can be used as an office, reception building and for storage of golfing equipment such as golf clubs;
- b) a shed and outdoor fenced compound which can be used for storage of equipment; and
- c) a dam and an irrigation system.

A plan showing the approximate locations of services within the Premises is provided below at Figure 2. It is noted that the plan is approximate only and Council provides no warranty as to its accuracy.

A condition report in respect of the brick-club house and the shed is currently being prepared and is intended to be provided to Proponents who progress to Stage 2 Invitation to Tender.

The Tasmanian Liberal Party made an election commitment to provide \$75,000 towards the renovation of the brick club-house. As part of Stage 2, further details will be provided to Proponents.

The Premises are not to be used for disc golf, mini-golf or other uses unless expressly approved in writing by the Council.

The Premises and its surrounds are not fenced and members of the public may be present on the golf course regardless of time or day. The successful Proponent will not be permitted to fence the Premises, block walking tracks or other access points. The Proponent will be able to ask individuals to leave the Premises if they are obstructing or interfering with the safe use or management of the golf course or for anti-social behaviour.

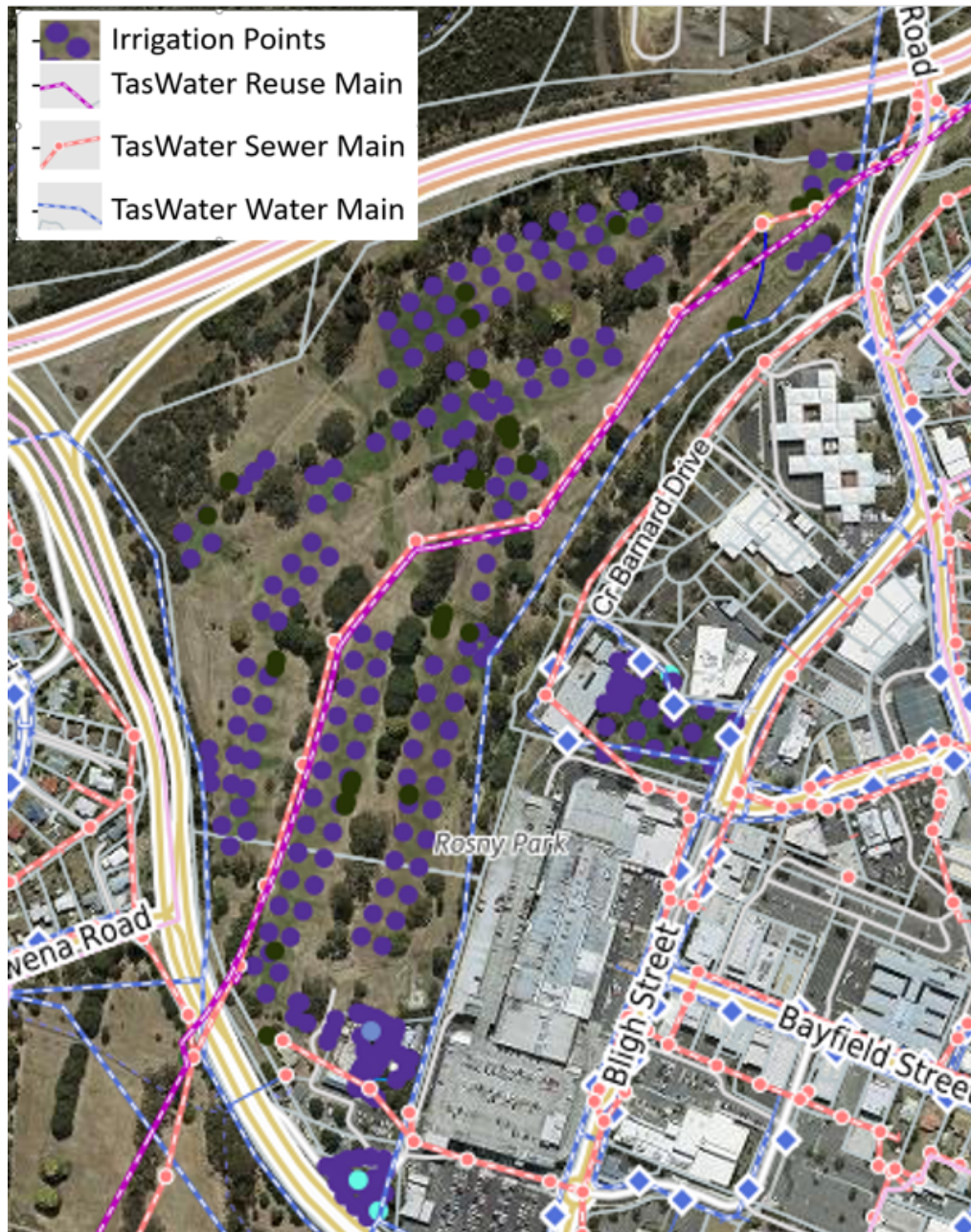


Figure 2. Approximate location of services within the Premises

Funding Arrangements

It is expected by Council, that the management, maintenance and operation of the golf course will be self-sufficient and self-funded by the Proponent. Importantly, the arrangement must be cost-neutral to Council.

Council's preferred business model is that Council is not expected or required to assist with the management, maintenance, or operation of the golf-course by way of providing financial and/or non-financial resources.

It is anticipated that Council will not pay any fees to the successful Proponent for the management, maintenance and operation services. It is also anticipated that the successful Proponent will not pay fees to Council for use of the Premises.

The successful Proponent is therefore expected to have the benefit of any financial profits and the risk of any financial losses.

It will be a condition of the management, maintenance and operation contract that at any time throughout the term of the contract, the successful Proponent will be required to provide to Council such accounting and financial records relating to the golf course evidencing usage, gross turnover and expenses as Council may reasonably require.

Outgoings

The successful Proponent will be expected to cover the following outgoings:

- a) all municipal rates, charges and levies consistent with Council's Rates and Charges Policy, June 2020, available on Council's website <https://www.ccc.tas.gov.au/wp-content/uploads/2020/07/Rates-and-Charges-Policy-June-2020.pdf>;
- b) government duty, taxes, fees, and expenses including but not limited to GST;
- c) all charges in respect of cleaning, security, electric light and power, water (including excess water charges), sewerage, gas, the provision of sanitary services, cleaning and hygiene products, chemicals, and waste disposal (including green waste, recyclable and commercial waste); and
- d) all telephone and other communications charges.

National Competition Policy Obligations

A National Competition Policy report specific to the golf course is currently being prepared by Council's consultant. This report will be made available to Proponents who successfully progress to Stage 2.

The successful Proponent will be expected to provide market competitive admission fees, maintaining compliance with any National Competition Policy obligations.

Admission and Customer Interaction

The successful Proponent will be responsible for all customer interaction including but not limited to managing the admission of members of the public, managing any anti-social behaviour, any branding or advertising, and for fielding all enquiries and/or complaints from members of the public.

Staff, Labour, Materials, Equipment

The successful Proponent is required to provide and be responsible for all required staff, labour, any licences or permits, materials and equipment.

Maintenance/ Repairs

The successful Proponent is required to provide and be responsible for, at its cost, all general maintenance and repairs. This will include but is not limited to day-to-day maintenance and general repairs, the greens, fairways, the dam and existing irrigation system, and electrical, building and plumbing work.

The successful Proponent will not be responsible for structural issues of the brick club-house and storage shed other than keeping those buildings water-tight. Council will be responsible for the structural integrity of any buildings.

Council will be responsible for the replacement of plumbing and electrical systems serving the Premises (but not general maintenance).

The successful Proponent will not be responsible for major repairs required of the existing irrigation system (refer to “Termination” below).

The successful Proponent will not be responsible for inspections and assessments in respect of Essential Safety and Health Features and Measures undertaken for compliance with the *Building Act 2016* (Tas) or other legislation. Such inspections and assessments will be undertaken by Council at its cost. If an inspection and assessment identifies that a building needs work in order to meet compliance, council will be responsible for this.

Council will be responsible for generating arborists reports and for maintenance of trees. Trees must not be substantively cut or removed without prior written approval by Council.

Alterations and improvements to the club-house, storage shed and site compound are permissible with Council’s written approval and at the successful Proponent’s cost.

Council will supply and install locks and keys as necessary in accordance with Council’s master key system.

Compliance with Laws

The successful Proponent will be required to comply with all relevant laws including but not limited all workplace health and safety laws and environmental laws.

Insurance

The successful Proponent will be required to hold insurance for:

- a) public liability in the amount of no less than \$20 million;
- b) Director's and Officer's insurance;
- c) plate glass insurance;
- d) contents insurance; and
- e) worker's compensation insurance.

Council will arrange for the buildings to be covered by Council's building insurance.

It is anticipated that the management, maintenance and operation contract will include an indemnity clause such that the successful Proponent indemnifies Council in respect of any negligent act or omission of the successful Proponent, faulty installation of plant or fixtures, or breach of any contractual obligations.

Termination

Please note that the existing irrigation system is approaching the end of its life cycle.

If the existing irrigation system fails in a major way and it is not cost-effective to repair (in Council's reasonable opinion), it will be an option available to Council to terminate the management, maintenance and operation contract early.

This is in recognition that major repairs are not within Council's approved budget.

In the event of an early termination, the successful Proponent will not be entitled to any compensation including but not limited to for early shut-down or for loss of profits etc.

The Contract

For clarity, at the conclusion of Stage 2 of this multi-stage tender, council intends to enter a contract with a Proponent. The contract will be a management, maintenance and operation contract. The contract will not include a lease over the Premises.

4. CLUB-HOUSE PHOTOGRAPHS

A number of recent photographs of the exterior of the club-house are included below in **Figure 3** through to **Figure 7**.



Figure 3: Exterior of Club-House Front View



Figure 4: Exterior of Club-House Front Door



Figure 5: Exterior of Club-House Side View Showing Toilet



Figure 6: Exterior of Club-House Side View



Figure 7: Exterior of Club-House Longer Distance View

PART 4 – EVALUATION CRITERIA

Expression of Interest Responses for this Stage 1 will be evaluated against the below evaluation criteria. Please note that separate evaluation criteria will be communicated to Proponents who progress to Invitation to Tender and Tender Response at Stage 2.

Criterion 1. Experience, capability and resources of Proponent to best meet Council's requirements (*Mandatory Criterion*)

1.1 EVALUATION CRITERION

Appropriate and relevant experience, capability and resources to provide Council's Requirements.

1.2 REQUIREMENT

Proponents are to provide explanation on their:

- a) past business experience and, in particular, experience in the operation of a golf course;
- b) capability to operate the golf course;
- c) technical, financial and other resources (eg. staff, equipment, other considerations), they have available to best meet the needs of Council as set out in this Expression of Interest;
- d) a list of any subcontractors if known at this Stage 1; and
- e) contact details of business references (ideally three) for past performance of similar services.

Proponents may include any other information considered relevant to this criterion. Details of corporate structure and related entities are to be provided if relevant.

1.3 ASSESSMENT METHODOLOGY

A Pass/Fail will be assigned to the Expression of Interest Response for this criterion. Demonstrated experience, capability and resources relevant to the provision of Council's Requirements along with suitable reference checks will achieve a Pass.

Criterion 2. Concept Business Case (*Mandatory Criterion*)

2.1 EVALUATION CRITERION

A concept business case providing for the management, maintenance and operation of the Premises as a public golf course.

2.2 REQUIREMENT

Proponents, based on their expertise, are to propose a concept business case covering for example, but not limited to, the following considerations:

- a) Branding.
- b) Generic description of facilities and operating hours.
- c) Confirming use of the golf course as a traditional, grassed, 9-hole golf course readily available for use by members of the public.
- d) General outline of pricing structures or considerations (note: exact pricing need not be nominated at this Stage 1 and if any exact pricing is nominated at this Stage 1 it will not be binding. Proponents should provide a generic description of admission requirements and whether there will be any group or seniors discounts for example).
- e) Financial considerations.
- f) National Competition Policy constraints.
- g) Maintenance responsibilities and generic regime including but not limited to required equipment.
- h) Staffing levels which may be required including but not limited to skills and competencies.
- i) Stakeholder engagement and customer interaction.
- j) Advertisement of the facilities to maintain patronage.

2.3 ASSESSMENT METHODOLOGY

A Pass/Fail will be assigned to the concept business case for this criterion. A concept business case which demonstrates a rationalised and generic business case considering relevant factors (which should include the abovementioned factors) and which will be cost neutral to Council will be assigned a Pass.

Note: Proponents are reminded that a concept business case is required, as opposed to a fully developed business case. For those Proponents which progress to Stage 2, there will be an opportunity to provide a fully developed business case as part of a Tender Response which will supersede any concept business case provided at this Stage 1. Changes to the relevant business case between Stage 1 and Stage are permissible.

Criterion 3. Capacity to Appropriately Manage National Competition Policy Compliance Obligations (*Mandatory Criterion*)

3.1 EVALUATION CRITERION

A demonstrated ability to appropriately manage National Competition Policy compliance obligations.

3.2 REQUIREMENT

Proponents, are to provide an explanation of:

- a) their experience in appropriately managing National Competition Policy compliance obligations;
- b) their preliminary understanding of any National Competition Policy compliance requirements which would be applicable to the golf course; and
- c) any preliminary strategies and management techniques it would employ to achieve National Competition Policy compliance.

3.3 ASSESSMENT METHODOLOGY

A Pass/Fail will be assigned to the response for this criterion. A response which demonstrates a past history of appropriately managing National Competition Policy compliance obligations and insight into considerations in respect of the Rosny Park Public Golf Course will achieve a Pass.

Criterion 4. Financial Capability and Sufficient Solvency (*Mandatory Criterion*)

4.1 EVALUATION CRITERION

Demonstrated financial capacity to perform the management, maintenance and operation of the golf course, and sufficient solvency.

4.2 REQUIREMENT

Proponents are to provide:

- a) 3 years of audited financial statements for financial years ending 30 June 2018, 30 June 2019 and 30 June 2020; and
- b) letter of solvency, not older than 30 June 2020, from the Proponent's accountant.

4.3 ASSESSMENT METHODOLOGY

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A Pass/Fail will be assigned to the Expression of Interest Response for this criterion. A response which demonstrates sufficient financial resources and solvency (in Council's reasonable opinion) will achieve a Pass.

Criterion 5. Standard Terms and Conditions (*Non-Mandatory Criterion*)

5.1 EVALUATION CRITERION

Appropriate and relevant standard terms and conditions.

5.2 REQUIREMENT

Proponents may, on a non-mandatory basis, wish to provide a copy of the Proponent's standard terms and conditions (in full or in part) for consideration by Council. Alternatively, Proponent's may, on a non-mandatory basis, wish to provide a summary of any key terms and conditions which they would see as necessary for any eventual contract.

Proponents are not required to provide a copy of such documentation at this Stage 1 and may elect not to do so. Any such documentation which is submitted at this Stage 1, will not be binding upon the Proponent or Council. However, there will not be a further opportunity for Proponents to provide substantive input or engage in substantive negotiation in respect of formulating any eventual contract terms and conditions.

5.3 ASSESSMENT METHODOLOGY

There will be no formal assessment of any documentation provided in response to this criterion. Council may enter discussions with the Proponent in respect to any information they provide. Such information may also be taken into account in Council's final formulation of Council's terms and conditions to be provided by Council to shortlisted Proponents at Stage 2 in the Invitation to Tender document.

PART 5 - EXPRESSION OF INTEREST FORM

CLARENCE CITY COUNCIL EXPRESSION OF INTEREST NO T1419/21

EXPRESSION OF INTEREST FORM

Proponent details

(full name and trading name)

.....
.....

Proponent's Expression of Interest

By executing and submitting this Expression of Interest Response the above named Proponent acknowledges that its Expression of Interest Response:

- constitutes a preliminary and indicative expression of interest only:
 - which will NOT be binding on Council or the Proponent; and
 - the substance of which may change and be superseded, at the Proponent's sole discretion, if the Proponent is issued with an Invitation to Tender and the Proponent makes a Tender Response.

(Proponent signatories to initial here:)

EXPRESSION OF INTEREST FORM

Criterion 1: Experience, capability and resources of Proponent to best meet Council's requirements (*Mandatory Criterion*)

Attach or insert response.

The Proponent is to list sub-contractors to be engaged (if known at this Stage 1) by the successful Proponent to manage, maintain and operate the golf course. If any or all sub-contractors are unknown at this Stage 1, this is permissible. If insufficient space below, provide details on a separate, signed and numbered, sheet.

Nature of Subcontractor's work	Name of Subcontractor

Proponents should provide details of business references for part performance of services similar to the management, maintenance and operation of the golf course. If insufficient space below, provide details on a separate, signed and numbered, sheet.

	Contract 1	Contract 2	Contract 3
Contract Description and value (\$)			
Client			
Contact			
Phone No			

Criterion 2: Concept Business Case (*Mandatory Criterion*)

Attach or insert concept business case.

Criterion 3: Capacity to Appropriately Manage National Competition Policy Compliance Obligations (*Mandatory Criterion*)

Attach or insert response.

Criterion 4: Financial Capability and Sufficient Solvency (*Mandatory Criterion*)

Attach or insert response.

Criterion 5: Standard Terms and Conditions (*Non-Mandatory Criterion*)

Attach or insert response (if Proponent chooses to).

EXPRESSION OF INTEREST FORM - SIGNING PAGE

Executed by the Proponent on: (print date signed)..... 2021

(Where the Proponent is a sole trader or a firm, all owners are to sign and print their names in the space immediately following)

(Where the Proponent is a company):

Executed by (insert name)PTY LTD

in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Director / Sole Director, Secretary (Print name)

.....
Director / Secretary (Print name)

PROPONENT'S CONTACT DETAILS

1.	Address
2.	Telephone No
3.	Contact Person
4.	Facsimile
5.	E-mail Address
6.	Australian Company Number (ACN)
7.	
8.	Australian Business Number (ABN)