## Request for Proposal

<table>
<thead>
<tr>
<th>Request for Proposal (RFP):</th>
<th>Lease of Property:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ningaloo Centre Leasing Opportunities</td>
</tr>
<tr>
<td></td>
<td>- Ningaloo Centre Café (1)</td>
</tr>
<tr>
<td></td>
<td>- Multi-purpose and Retail spaces (3)</td>
</tr>
</tbody>
</table>

| Deadline:                   | 5pm Monday 29 January 2018          |

<table>
<thead>
<tr>
<th>Lodgement Details:</th>
<th><strong>Via POST</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SHIRE OF EXMOUTH</strong></td>
</tr>
<tr>
<td></td>
<td><strong>PO BOX 21</strong></td>
</tr>
<tr>
<td></td>
<td><strong>EXMOUTH WA 6707</strong></td>
</tr>
<tr>
<td></td>
<td>OR</td>
</tr>
<tr>
<td></td>
<td><strong>EMAIL - <a href="mailto:records@exmouth.wa.gov.au">records@exmouth.wa.gov.au</a></strong></td>
</tr>
<tr>
<td></td>
<td>please contact via telephone on 08 9949 3000 to ensure successful email delivery</td>
</tr>
</tbody>
</table>

**FACSIMILE TENDERS WILL NOT BE ACCEPTED**

| RFP Number:                | NC1-2018                           |
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1. REQUEST BRIEF

1.1 INTRODUCTION

The Shire of Exmouth (the Shire) owns and manages the Ningaloo Centre located at 2 Truscott Crescent, Exmouth. The Ningaloo Centre is in a prominent position located along the main entry into the Exmouth town site and provides an iconic presence to the local community and visitors.

The Shire is seeking a Request for Proposal (RFP) from parties interested to lease one or more designated lease areas.

The closing date and time for the RFP is 5.00pm, Monday 29 January 2018 Western Standard Time. Interested parties will need to submit:

- Respondent’s Proposal (Part 3) together with the attachments as described in the Respondent’s Proposal.

Please note: The Shire of Exmouth makes no commitment to proceed to lease following the Request for Proposal process.

1.2 BACKGROUND INFORMATION

1.2.1 About Exmouth

Exmouth is located on the Northwest Cape of Western Australia. Just a two-hour flight from Perth (or a two-day scenic drive) Exmouth is the perfect base to enjoy everything the area has to offer, including the Cape Range National Park, with its spectacular gorges and the Ningaloo Reef with an abundance of beautiful corals and amazing marine life, including manta rays and whale sharks.

From April to September, the population swells from 2,700 to an estimated 7,500 people through the influx of visitors hence tourism is the largest industry in the region and eco-tourism, sensitive to the fragile environment, has experienced the most growth. The hospitality, accommodation, fishing and pastoral industries, are also steady contributors to the economy. Exmouth also acts as a base for defence and services the neighbouring oil and gas offshore industries.

Currently, there are a number of hospitality options located within the town and accommodation offerings that cater for locals and the visitors.

1.2.2 The Ningaloo Centre

The recently opened Ningaloo Centre brings together various functions, to meet the needs of the local community and visitors. Located in prime position on the only entry road into town from the Northwest Coastal Highway and 1km from the Exmouth CBD, this impressive building maintains strong exposure from the town entry and its centre.

The building is owned by the Shire of Exmouth (the “Shire”).

The strengths and features of the Ningaloo Centre include:

- ‘First stop’ for visitors located at the sole entry point to the town centre and gateway to Exmouth, Cape Range National Park and the Ningaloo Reef,
- Strong Ningaloo brand reflecting the main local draw card,
- Operations and activities all year round,
- Activated, multi-user facility, accommodating:
  - Ningaloo Visitor Centre
  - Interpretive Centre including local history, marine & terrestrial exhibition
  - Shire public library
- Function and community centre that can accommodate conferences, performances, community events, trade shows and special celebrations
- UWA research centre and Central Regional TAFE
- Meeting rooms for community and corporate entities
- Shire administration offices
- Various commercial offices for not-for-profit and government entities

- Diverse and complimentary user groups with consistent annual operations that are not impacted by the visitor seasons,
- Limitless opportunity to contribute to putting Exmouth on the map as a must see destination.

Until the Ningaloo Centre has completed a full 12 month of operations and gathers attendance figures, the following figures are provided as guidance (please note that these are not all unique visitors as they both receive return visitors):

- The Ningaloo Visitor Centre will move into the new facility (scheduled end of January 2018) and has attracted annual visitors through its doors of between 100,000 and 120,000.
- The Exmouth Public Library has already relocated to the facility and has attracted visitation of between 18,000 and 21,000 people annually.

1.2.3 Hours and Days of Operation

The Shire would like the minimum hours of operation of the Café and other retail spaces to generally coincide with the operation of the Ningaloo Centre and other user groups within the building, particularly the Visitor Centre and Exhibitions. It is accepted that Lessees may choose to close their respective operations on Christmas Day, Boxing Day, New Year’s Day, Anzac Day, Good Friday and Easter Monday.

Please note that the current operations of some of the other users of the Ningaloo Centre are as follows:

| Visitor Centre | Monday to Saturday: 8:30am to 5:00pm  
| November to March: Sat & Sun 9:00am to 1:00pm | Closed Christmas Day, Boxing Day, New Year’s Day, Australia Day, Labour Day and Good Friday |
| Public Library | Monday to Friday: 8:30am to 4:00 pm  
| Wednesday: 8:30am to 12 noon, and 3:00pm to 6:00pm | Saturday: 8:30am to 12 noon |
| Shire of Exmouth | Monday to Friday: 8:30am to 4:30pm |
| Central Regional TAFE | Various hours and days, including some evenings and weekends |
| UWA Research Centre | Various hours and days, including some evenings and weekends |
| Function Centre | Available for use 7 days (day and evening) |
| Meeting Rooms | Available for use 7 days (day and evening) |

All great places require great amenity and the Shire is now calling for tenders from suitably qualified operators for a selection of hospitality and retail lease spaces offered within the Ningaloo Centre.

For more information on the Ningaloo Centre operations, please visit our website: [www.ningaloocentre.com.au](http://www.ningaloocentre.com.au)
1.3 SHIRE OWNED FIXTURES & FITTINGS

Respondents should be aware that fixtures and fittings in the building are the property of the Shire of Exmouth and form part of the property proposed for lease by the Shire.

1.4 LEASE SPACES AVAILABLE

The Shire of Exmouth is seeking Proposals for the leasing of the following spaces within the newly opened Ningaloo Centre:

- **Lease Area 1** – Café approximately 136 sqm
- **Lease Area 2** – Multi purpose space approximately 57 sqm
- **Lease Area 3** – Visitor Centre Retail space approximately 95 sqm
- **Lease Area 4** – Retail space approximately 13.5 sqm

All lease areas as listed above are located in the main public foyer area of the Ningaloo Centre with exposure to potentially high foot traffic. Tenderers may submit for one or more of the lease spaces.

Respondents should give details of the proposed use to which the nominated lease space will be put and nominate a lease square metre rate. Supporting information, sufficient for the Shire to evaluate the proposal, should also be supplied.

1.4.1 Lease Area 1 – Café

The Café at the Ningaloo Centre will be a vital element of the success of the precinct and will cater to visitors and tenants alike. The Shire is seeking Tenders from experienced food retail operators who:

- are high quality and customer focused;
- can demonstrate a proven track record in delivering a great standard of food and beverage service; and
- welcomes the opportunity to become part of the Centre’s success as a hub of tourism, food & beverage, retail, industry, and the gateway to the Ningaloo Coast World Heritage area.

Potential operators are encouraged to provide innovative business ideas that demonstrate “best fit” to the new Ningaloo Centre and maximise the visitor and local community foot traffic. Food and beverage operations that also act as visitor attractions and/or destination venues are encouraged and reflect the strong tourism appeal of the location.

**Café Lease Space**

The Café is located at the northern entry point to the Ningaloo Centre, adjoining the public library and main community centre, plus has direct exposure to the central foyer area leading to the Visitor Centre and Exhibition Galleries.

The Lease areas can be summarised as follows:

- Total internal area for the Café of approximately 136m² (GLAR).
- The Café includes a dedicated kitchen and servery area, plus fitout as noted under the following section.
- Access to the northern courtyard for alfresco use of an additional approximately 55m² (via License agreement).

A full floor plan of the facility is include within Attachments for reference of internal location and layout.

**Café Fitout Schedule**

Attachment 3 provides a schedule of the fit-out of the Café as supplied by the Shire, including soft furnishings and commercial grade kitchen appliances. The Shire will provide installed commercial appliances and soft furnishings itemised as per Attachment 3.
Shire and Café Lessee Responsibilities
The following is a summary of the operational and facility responsibilities between the Shire and Café Lessee.

<table>
<thead>
<tr>
<th>Shire Responsibilities</th>
<th>Lessee Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Café fitout, including loose furniture and commercial grade kitchen equipment itemised at attachment 3.</td>
<td>• All relevant health, food safety and other licenses and permits must be held.</td>
</tr>
<tr>
<td>• Quality serviced public amenities.</td>
<td>• Public liability ($20 million minimum) must be held.</td>
</tr>
<tr>
<td>• Car parking.</td>
<td>• All fitout required in addition to that provided by the Shire as per attachment 3.</td>
</tr>
<tr>
<td>• Designated bin storage area.</td>
<td>• All cafe utilities and consumables.</td>
</tr>
<tr>
<td></td>
<td>• Procurement and installation of Point of Sale system(s).</td>
</tr>
<tr>
<td></td>
<td>• Procurement and installation of all white goods, including coffee machine.</td>
</tr>
<tr>
<td></td>
<td>• Procurement of all serving and operational items.</td>
</tr>
<tr>
<td></td>
<td>• All cafe cleaning of equipment and furnishings (including filters and traps) and waste removal.</td>
</tr>
<tr>
<td></td>
<td>• Maintenance and repair of all equipment and furnishings, including re-gassing of cool rooms when required.</td>
</tr>
<tr>
<td></td>
<td>• Marketing and promotion of the Café, including cost of Cafe signage, as agreed by the Council.</td>
</tr>
</tbody>
</table>

Café Scope of Operation
The Café is expected to add great value to the experience at the Ningaloo Centre as it will complement the activities of the centre and encourage patrons to stay longer. Opportunity exists to maximise the expected substantial local community and visitor foot traffic through the centre and innovative business models that demonstrate “best fit” and enhance the vibrancy of the precinct will be considered favourably.

The successful applicant will demonstrate their ability to provide high quality food and beverages to patrons of the Ningaloo Centre, have a strong desire to grow a successful business alongside a multi-purpose facility, and have a passion for the provision of outstanding customer service.

The venue is to serve the general public as a café focused on café style food and beverage service. This includes what may be generally seen as an affordable menu that addresses breakfast, morning tea, lunch, and afternoon tea options at various price points demonstrating value for money choices.

It would also be expected that a range of catering services related, but not necessarily limited to food and beverage provision would be available to users of the Ningaloo Centre and for events held at the Centre. This is not an exclusive right for the lessee as users of the Ningaloo Centre and its Function Centre are able to seek these services elsewhere.

1.4.2 Lease Area 2 – Multipurpose area
Lease Area 2 is available for lease as a commercial/retail enterprise.

Originally designed to operate as an indoor play area to complement the café operation however all options for use for this space are now being considered.

Lease Area 2 is located opposite the café within the main foyer area.
• Total internal area for the Lease Space 2 of approximately 55m² (GLAR).
• This lease area was originally designed as an indoor play area and currently includes a glass façade only with no secure entry, however the Shire will negotiate further base fitout requirements, if required.
A full floor plan of the facility is include within Attachments for reference of internal location and layout.
1.4.3 Lease Area 3 – Visitor Centre Retail space

Lease Area 3 is a large footprint space designated for retail opportunities directly associated with the servicing of visitors to the Ningaloo Centre and Visitor Centre operations.

Lease Area 3 is located adjacent to the Visitor Centre information counter and designed to attract public foot traffic through the main foyer as well as capture the visitors to the exhibitions as they exit the galleries within the main foyer area.

- Total internal area for the lease space of approximately 95m² (GLAR).
- The retail area was originally designed as a function of the Visitor Centre however this aspect of the visitor centre business model is currently under review and third party retail operators are now invited to take advantage of the anticipated visitor foot traffic through the lease area.

A full floor plan of the facility is include within Attachments for reference of internal location and layout.

1.4.4 Lease Area 4 – Retail space

Lease Area 4 is a small footprint retail/office space that has high exposure onto visitor foot traffic to and through the main foyer area. This space is considered a premium small foot print opportunity ideally suited to high value retail or services.

Lease Area 4 is located adjacent to Lease Area 2 – Multipurpose and directly opposite the Visitor Centre information counter in the main foyer area of the building.

- Total internal area for the lease space of approximately 13½m² (GLAR).
- All proposed uses will be considered however the Shire reserves the right to withdraw the offer to lease this space at its own discretion.

A full floor plan of the facility is include within Attachments for reference of internal location and layout.

1.5 LEASE TERMS

1.5.1 General

A lease will be entered into, subject to negotiation with the successful Respondent(s). Following selection of the preferred Respondent(s), and prior to entering into the lease, the Shire is required to undertake certain processes in accordance with the provisions of the Local Government Act 1995 and the Land Administration Act 1997, including the following key provisions and processes:

a) Section 3.58 deals with the disposition of property, which includes leases. Under this provision, one of the ways that the Shire could enter into a lease would require it to give Statewide public notice of the proposed lease and consider any submissions received, before agreeing to the lease; and

b) obtaining the Minister of Lands’ consent to the lease pursuant to section 18 of the Land Administration Act 1997.

1.5.2 Rent

Respondents are required to nominate the rate per square metre per annum that you would be prepared to pay as the successful Lessee for your nominated Lease Space(s). Outgoings would be charged in addition to this nominated square metre lease rate. Respondents should include in their proposal the amount of rent offered clearly identifying for which Lease Space.

The Shire’s preference will be for market based rental for each of the lease spaces in order to maximise the overall return to the community for Shire assets.
1.5.3 Term

A standard 3 year + 3 year option term is offered on all Lease Spaces however this can be negotiable.

The successful applicants will be required to enter into a formal lease with the Shire. A separate License agreement will be finalised with the successful café applicant for the alfresco area.

The Lessees will be responsible for paying all outgoings (operating expenses) as per the standard Commercial Tenancy (Retail Shops) Agreements Act 1985. These may include but are not limited to:

- All applicable rates and electricity consumption (all lease spaces).
- Water and gas consumption, including connection (café).
- Grease trap servicing (café).
- Toilet consumables used in café’s kitchen staff toilet (café).
- Recovery of cleaning, waste removal, security, insurance, maintenance (mechanical, fire and externals), relating to the tenancy and prorate common areas (all lease spaces).

Any agreed lease term would commence upon finalisation of the lease.

1.6 PUBLIC CONSULTATION

Notwithstanding anything contained in these documents, the award of a lease to any Respondent will be the subject to the outcome of a statutory process under section 3.58 of the Local Government Act.

The Act requires a proposal to enter into a lease must be publicly advertised, including details of the Lessee and the value of the consideration to be paid, unless exempt under the Act. Any Proposals from the public are considered by Council before a final decision is made.

It is noted that charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature are exempt from the Act’s advertising requirements.

1.7 THE PROCESS

The timetable below is indicative only and the Shire reserves the right to change the timetable at its absolute discretion.

<table>
<thead>
<tr>
<th>Steps</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposal to lease</td>
<td>3 January 2018</td>
</tr>
<tr>
<td>Site inspections</td>
<td>The Ningaloo Centre is now open to the public and leases spaces can be viewed during these times.</td>
</tr>
<tr>
<td>Closing date for proposal</td>
<td>5pm, 29 January 2018</td>
</tr>
<tr>
<td>Successful Respondent offered a lease</td>
<td>February 2018</td>
</tr>
<tr>
<td>Report to Council to consider a new lease</td>
<td>February/March 2018</td>
</tr>
<tr>
<td>Advertising new lease for 2 weeks (requirement of Local Government Act 1995)</td>
<td>March 2018</td>
</tr>
<tr>
<td>Tenancy commences</td>
<td>April 2018 onwards</td>
</tr>
</tbody>
</table>

1.8 ATTACHMENTS

Attachment 1  Ningaloo Centre floorplan
Attachment 2  Lease Spaces highlighted floorplan
Attachment 3  Café floorplan and equipment list
Attachment 4  Visitor Centre Retail space
Attachment 1  Ningaloo Centre overall floorplan
Attachment 2  Ground floor plan with Lease Spaces highlighted
Attachment 3  Lease Space 1 - Café floor plan
# Attachment 3  Lease Space 1 – Shire supplied café equipment and soft furnishings

<table>
<thead>
<tr>
<th>Café/Alfresco</th>
<th>Item</th>
<th>Qty</th>
<th>Specifications</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture</td>
<td>Parkway no-rock table base with round resin top</td>
<td>12</td>
<td>600 dia x 720H</td>
<td>Base: Black Powdercoat Top: Grey Worlitz</td>
</tr>
<tr>
<td>Furniture</td>
<td>Parkway no-rock table base with round resin top</td>
<td>12</td>
<td>700 dia x 720H</td>
<td>Base: Black Powdercoat Top: Grey Worlitz</td>
</tr>
<tr>
<td>Furniture</td>
<td>Saba side chair Bentwood timber chair stackable</td>
<td>34</td>
<td>460W x 550D x 475SH</td>
<td>Finish: Natual Beech 100</td>
</tr>
<tr>
<td>Furniture</td>
<td>Juno chair with open backrest ART 3600</td>
<td>32</td>
<td>485mm x 545mm x 780mm / seat height 460mm</td>
<td>Finish: Antracite PT00005</td>
</tr>
<tr>
<td>Furniture</td>
<td>Pendant light fittings</td>
<td>4</td>
<td></td>
<td>Café seating area</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Walk in fridge coolroom</td>
<td>1</td>
<td></td>
<td>Built in walk in fridge</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Walk in freezer</td>
<td>1</td>
<td></td>
<td>Built in walk in freezer</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Metal wire shelving units</td>
<td>4</td>
<td>1800W x 550D x 1800H</td>
<td>Walk in fridge and freezer</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Exhaust hoods (cooking and steam)</td>
<td>2</td>
<td></td>
<td>Built in exhaust hoods</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Stainless steel shelving units</td>
<td>3</td>
<td>450mm depth shelving various sizes</td>
<td>Cooking exhaust and cleaning (steam) exhaust hoods</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Stainless steel sink benches</td>
<td>2</td>
<td></td>
<td>Sink mounted L Shaped prep benches</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Stainless steel prep bench</td>
<td>1</td>
<td>1 large built in prep and serving bench</td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>Stainless steel island prep table</td>
<td>1</td>
<td>2200mm in length</td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>Flexible hose dishwasher tap set</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>Hand held fire extinguishers</td>
<td>2</td>
<td></td>
<td>Wall mounted in kitchen</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Lock away heavy duty security grill</td>
<td>1</td>
<td></td>
<td>Built in security gate system</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Serving counter</td>
<td>1</td>
<td></td>
<td>Custom built in serving counter</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Staff toilet</td>
<td>1</td>
<td></td>
<td>Toilet, basin, towel dispenser</td>
</tr>
</tbody>
</table>
Attachment 4  Lease Space 3 – Visitor Centre Retail
2. CONDITIONS OF RESPONDING

2.1 REQUEST DOCUMENTS

This Request for Proposal is comprised of the following parts:

(a) Part 1 – Request Brief (read and keep this part);
(b) Part 2 – Conditions of Responding (read and keep this part); and
(c) Part 3 – Respondent’s Proposal (complete and return this part).

2.2 HOW TO PREPARE YOUR PROPOSAL

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

2.3 CONTACT PERSONS

Respondents requiring further information should contact:

Name: Matthew Bird
Executive Manager Commercial and Community Services
Shire of Exmouth

Telephone: 08 9949 3015
Facsimile: 08 9949 3050
Email: emcc@exmouth.wa.gov.au

2.4 SITE INSPECTION

The Ningaloo Centre is now open to the public and Lease Spaces can be viewed without an appointment. Please email emcc@exmouth.wa.gov.au to request an appointment if you wish to view with Shire officer.

2.5 EVALUATION PROCESS

Your Proposal will be evaluated using information provided and on your response to the Selection Criteria. The following evaluation methodology will be used in respect of this Request for Proposal:

(a) Proposals are checked for completeness and compliance. Proposals that do not contain all of the information requested (e.g. completed Respondents Proposal and Attachments) may be excluded from evaluation.
(b) Proposals are assessed against the Selection Criteria.
(c) The most suitable Respondents may be short-listed and may also be required to clarify the Proposal.
(d) Referees may also be contacted prior to the selection of the successful Respondent.

2.6 SELECTION CRITERIA (REFER TO SECTION 3.2)

Your Proposal will be evaluated based on information provided.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a response to one of these criteria which provides all the information requested in the Request for Proposal will
be assessed as satisfactory and will, in the first instance, attract an average score. The extent to which the Proposal demonstrates greater or lesser satisfaction of each of these criteria will result in a score greater or less than the average. The aggregate score of each Proposal will be used as one of the factors in the final assessment of the Request for Proposal.

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Inadequate or non-appropriate offer, many deficiencies, does not meet criterion (did not submit any documentation to support claims)</td>
</tr>
<tr>
<td>1</td>
<td>Between 0 and 2</td>
</tr>
<tr>
<td>2</td>
<td>Marginal offer, some deficiencies, partly meets criterion</td>
</tr>
<tr>
<td>3</td>
<td>Between 2 and 4</td>
</tr>
<tr>
<td>4</td>
<td>Fair offer, few deficiencies, almost meets criterion</td>
</tr>
<tr>
<td>5</td>
<td>Between 4 and 6</td>
</tr>
<tr>
<td>6</td>
<td>Good offer, no deficiencies, meets criterion</td>
</tr>
<tr>
<td>7</td>
<td>Between 6 and 8</td>
</tr>
<tr>
<td>8</td>
<td>Very good offer, exceeds criterion</td>
</tr>
<tr>
<td>9</td>
<td>Between 8 and 10</td>
</tr>
<tr>
<td>10</td>
<td>Outstanding offer, greatly exceeds criterion</td>
</tr>
</tbody>
</table>

2.6.1 Compliance Criteria (Refer to Section 3.2.1)

These criteria are detailed within Part 3 of this document and will not be point scored. Each Proposal 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 Proposal from consideration.

2.6.2 Qualitative Criteria (Refer to Section 3.2.2)

Please clearly state which of the Lease Areas you are applying for and answer each of the qualitative criteria for this nominated Lease Space area.

A. Vision and Understanding

Respondents should detail their vision for the proposed Lease Space.  
   a) Outline your vision for the lease area and how your business model will integrate with, and value-add, the Ningaloo Centre and community.
   b) Target clientele and strategy to work with the local industry, including suppliers.
   c) Provide examples of possible menu items, products and/or services offered. Please include details of your proposed pricing if applicable.

B. Relevant Experience

Describe your experience in conducting similar Requirements:  
   a) Demonstrate at least three years’ experience in managing, owning or operating a similar business. Include details of the location.
   b) Demonstrate competency and proven track record in establishing and maintaining a similar viable business. If applying for the café space please include copies of previous food premise inspection history and food safety training if available.

C. Key Personnel and Experience

Provide a summary of your key personnel and resources.  
   a) Provide a CV for the Respondents key personnel who will be directly involved in the management and day-to-day operations of the business including skills, qualifications, and relevant experience.
   b) Membership to any professional or business associations.
   c) Any additional information.

In determining the most advantageous Proposal, the Evaluation Panel will score each Respondent against the qualitative criteria above and as detailed within Part 3 of this document.
NOTE: It is essential that Respondents clearly state the name of Lease Area being applied for and to 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 evaluation process or a low score.

2.7 LODGEMENT OF OFFERS AND DELIVERY METHOD

The Proposal must be lodged by the Deadline. The Deadline for this Request for Proposal is 5.00pm Monday 29 January 2018.

The Proposal is to be:

(a) placed in a sealed envelope clearly endorsed with the name of the Request for Proposal number/Title and Closing Date;
(b) clearly stated which lease space(s) are being applied for;
(c) delivered by hand to Shire of Exmouth office Ningaloo Centre, 2 Truscott Crescent, Exmouth (by the Respondent or the Respondent’s private agent) or sent through the mail to the Chief Executive Officer PO BOX 21 EXMOUTH WA 6707; or
(d) emailed to the email address: records@exmouth.wa.gov.au

For all electronic Proposals - it is the Respondent’s responsibility to allow sufficient time to ensure that their Proposal has been successfully transmitted and to follow up that the Shire of Exmouth has received all documents.

Proposals that are mailed to the Shire will be put in the Tender Box when received. The Shire will accept no responsibility in the event that the Proposal is not in the Tender Box at the time the Request for Proposal closes. Respondents must ensure that they have provided 2 signed copies of their Proposal (one to be marked “ORIGINAL”, the other to be marked “COPY”).

Proposal Documents and any other documents submitted by the Respondent are not to be bound, hole-punched or stapled and must be capable of being photocopied.

2.7.1 Incomplete or Non-conforming Proposals

The Shire may give the Respondent the opportunity to provide, clarification of their Proposal in any respect, before final consideration of all Proposals received, provided that the Shire in sole discretion considers such variation to be justified.

2.7.2 Rejection of Proposals

A Proposal shall 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 fails to comply with any other significant requirements of the Request.

2.7.3 Acceptance of Proposals

Unless otherwise stated in this Request for Proposal, Proposals may be for all or part of the Requirements and may be accepted by the Shire either wholly or in part. The Shire is not bound to accept any or all Proposals submitted. The acceptance of a Proposal does not oblige the Shire to proceed to issuing a lease.

2.7.4 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.
2.7.5 Proposal Validity Period

All Offers shall remain valid and open for acceptance for a minimum period of ninety days from the Deadline, or such other period as may be mutually agreed in writing between the Respondent and the Shire.

2.7.6 Respondents to Inform Themselves

Respondents shall be deemed to have:

- examined the Request for Proposal and any other information available in writing to Respondents for the purpose of submitting a Request for Proposal;
- examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Proposal which is obtainable by the making of reasonable enquiries;
- satisfied themselves as to the correctness and sufficiency of their Proposals;
- acknowledged that the Shire may enter into negotiations with a chosen Respondent and that negotiations are to be carried out in good faith; and
- satisfied themselves they have a full set of the Request for Proposal documents and all relevant attachments.

2.7.7 Alterations

The Respondent shall not alter or add to the Request for Proposal documents unless required by these General Conditions of Responding.

The Shire will issue an addendum to all registered Respondents where matters of significance make it necessary to amend the issued Request for Proposal documents before the Deadline.

2.7.8 Ownership of Proposals

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

2.7.9 Attempts to Influence

If a Respondent, whether personally or by an agent, canvasses any of the Shire’s Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Respondent, then regardless of such canvassing having any influence on the acceptance of such Proposal, the Shire may at its discretion omit the Respondent from consideration.

2.7.10 Identity of the Respondent

The identity of the Respondent is fundamental to the Shire. The Respondent shall be the person, persons, corporation or corporations named as the Respondent in Part 3.

2.7.11 Proposal Opening

Offers will be opened in the Shire of Exmouth offices, following the advertised Deadline. All Respondents and members of the public may attend or be represented at the opening of Proposals.

The names of the persons who submitted a Proposal by the due Deadline will be read out at the opening. No discussions will be entered into between Respondents and the Shire concerning the Proposals.

The opening will be held at 10am, Tuesday 30 January 2018 at Shire of Exmouth Administration Office, Ningaloo Centre, 2 Truscott Cres, Exmouth WA.

NOTE: This is a viewing of the ‘opening’ of Proposals only and Proposal documents will not be made publicly available.
3 RESPONDENT’S PROPOSAL

3.1 RESPONSE FORM

TO: The Chief Executive Officer, Shire of Exmouth

FROM: Group/Company Name
(Block Letters)

Address:

Postal Address:

ABN/GST Status: ACN (if any):

Telephone No: Facsimile No:

E-mail: Website (if any):

In relation to Request for Proposal Number NC1-2018 Ningaloo Centre Leasing Opportunities, please indicate which of the following lease areas you are applying for and nominate the dollar rate per square metre per annum that you would be prepared to pay as the successful Lessee:

<table>
<thead>
<tr>
<th>Check box</th>
<th>Lease area</th>
<th>Lease Rate $ (per square meter per annum)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lease Area 1 - Cafe</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lease Area 2 - Multi purpose</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lease Area 3 - Visitor Centre Retail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lease area 4 - Retail</td>
<td></td>
</tr>
</tbody>
</table>

I/we agree that I am/we are bound by, and will comply with:

- This Request for Proposal and its associated attachments, all in accordance with the Conditions of Responding contained in this Request for Proposal signed and completed.
- All Proposals shall remain valid and open for acceptance for a minimum period of ninety days from the date of the Request for Proposal closing unless extended on mutual agreement between the Shire and the Respondent in writing.
- There shall be no cost payable by the Shire towards the preparation of this Proposal irrespective of its outcome.

Dated this: __________ day of ______________________ 20___

Signature of authorised signatory of Respondent: _____________________________________________

Name of authorised signatory (BLOCK LETTERS): _____________________________________________

Position: _____________________________________________

Telephone Number: _____________________________________________

Authorised signatory Postal address: _____________________________________________

Email Address: _____________________________________________
3.2 SELECTION CRITERIA

3.2.1 Compliance Criteria

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

<table>
<thead>
<tr>
<th>Description of Compliance Criteria</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with the Conditions of Responding contained in this Request for Proposal.</td>
<td></td>
</tr>
</tbody>
</table>

Please ensure that you have answered every question below.

### Identification of Respondent

<table>
<thead>
<tr>
<th>Organisation Profile and Referees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you a business?</td>
</tr>
<tr>
<td>If yes, please include details of your ABN Number, Registered Entity Name, Contact Person's name and contact details inclusive of phone and email address.</td>
</tr>
<tr>
<td>If companies are involved, attach a current ASIC company extract search including the latest annual return.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are you an organisation or incorporated body not otherwise defined as a business?</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, please include details of your Constitution/Rules of Association, Registered Entity Name, Contact Person's name and contact details inclusive of phone and email address (please include copies of relevant documentation):</td>
<td></td>
</tr>
</tbody>
</table>

### Agents and Trusts

<table>
<thead>
<tr>
<th>Are you acting as an agent for another party or as the trustee of a trust?</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please provide:</td>
<td></td>
</tr>
<tr>
<td>(a) Agent details including name and address;</td>
<td></td>
</tr>
<tr>
<td>(b) The name of the trust; and</td>
<td></td>
</tr>
<tr>
<td>(c) The names and addresses of beneficiaries.</td>
<td></td>
</tr>
</tbody>
</table>

### Conflict of Interest

<table>
<thead>
<tr>
<th>Will any actual or potential conflict of interest arise if you are awarded a lease, or is any such conflict of interest likely to arise during the term of the lease?</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, please provide details and the way in which any conflict will be dealt with.</td>
<td></td>
</tr>
</tbody>
</table>
Financial Details

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have the financial resources to meet the lease obligations?</td>
<td></td>
</tr>
<tr>
<td>If yes, please provide a financial profile for your organisation and list financial referees.</td>
<td></td>
</tr>
<tr>
<td>Are you presently able to pay all your debts in full as and when they fall due?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Are you currently involved in litigation?</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

3.2.2 Qualitative Criteria

Before responding to the following Qualitative criteria, Respondents must note the following:

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

Please address each of the Qualitative Criteria individually as a separate document. Please clearly state which Lease Spaces you are applying for and the proposed dollar rate per square metre per annum that you would be prepared to pay as the successful Lessee and address the Qualitative Criteria for each.

Lease Area 1 – Café
Lease Area 2 – Multi purpose space
Lease Area 3 – Visitor Centre Retail
Lease Area 4 – Retail space

A. Vision and Understanding

Respondents should detail their vision for the proposed Lease Space.

a) Outline your vision for the lease area and how your business model will integrate with, and value-add, the Ningaloo Centre and community.

b) Target clientele and strategy to work with the local industry, including suppliers.

c) Provide examples of possible menu items, products and/or services offered. Please include details of your proposed pricing if applicable.

B. Relevant Experience

Describe your experience in conducting similar Requirements:

a) Demonstrate at least three years’ experience in managing, owning or operating a similar business. Include details of the location.

b) Demonstrate competency and proven track record in establishing and maintaining a similar viable business. If applying for the café space please include copies of previous food premise inspection history and food safety training if available.

C. Key Personnel and Experience

Provide a summary of your key personnel and resources.

a) Provide a CV for the Respondents key personnel who will be directly involved in the management and day-to-day operations of the business including skills, qualifications, and relevant experience.

b) Membership to any professional or business associations.

c) Any additional information.