



# Request for Expressions of Interest

<b>Request for Expressions of Interest (RFEI)</b>	Licence of PIASC Shipping Container
<b>Request Closing Time</b>	5.00pm on Wednesday, 17 November 2021

# REQUEST FOR EXPRESSION OF INTEREST LICENCE OF SHIPPING CONTAINERS

## INTRODUCTION

Palm Island Aboriginal Shire Council (“**Council**”) invites expressions of interest (“**EOIs**”) for the grant of a licence to use shipping containers as pop up businesses at Palm Island (“**Containers**”).

Up to four Containers are available (1 per applicant) The Containers are currently located at Council’s office on Main Street, Palm Island.

Locations for the Containers across the Island can be suggested by applicants, but Council will only approve a location if the proposed use of the Container at that location is lawful, including with Council’s planning requirements, and accessible to services.

Residents may apply for one of the Containers and, if successful, Council will grant the Licence Agreement in Part 3A of this Request. The Respondent’s submission should:

- confirm the proposed use of the Container selected;
- confirm the proposed location of the Container;
- provide a Business Plan for the proposed use;
- provide such other information that the Respondent may consider will assist Council in evaluating the Respondent’s EOI against the Selection Criteria and Mandatory Criteria.

Successful applicants will be eligible for a subsidy of up to \$10,000 to assist with fit out of the Container, on terms to be agreed with Council.

The Licence Agreement is for 1 year, and for a peppercorn Licence Fee of \$100.00 including GST per week.

EOIs will be assessed against the Selection Criteria and Mandatory Criteria.

Council will not necessarily accept any EOI.

For further information regarding this EOI, please contact Michael Bissell on 0413 016 073 or [michael.bissell@palmcouncil.qld.gov.au](mailto:michael.bissell@palmcouncil.qld.gov.au), or refer to the Council’s facebook page or Council’s website [www.palmcouncil.qld.gov.au](http://www.palmcouncil.qld.gov.au) for the EOI Documentation.

**To be considered, EOIs must be submitted by 5.00pm on Wednesday, 17 November 2021. EOIs submitted after this time will not be considered.**

EOIs are to be lodged, either by hand to the Tender Box at Council’s Office at 1 Main Street, Palm Island, by post to 1 Main Street, Palm Island Qld 4816 or by email to [projects.officer@palmcouncil.qld.gov.au](mailto:projects.officer@palmcouncil.qld.gov.au).

Canvassing of any Palm Island Aboriginal Shire Council staff or Councillors will disqualify Respondents from the EOI process.

**Chief Executive Officer  
PALM ISLAND ABORIGINAL SHIRE COUNCIL**

## CONTENTS

1.	COUNCIL'S REQUEST .....	4
1.1.	Licence Requirements in Brief .....	4
1.2.	EOI Documents .....	4
1.3.	Definitions.....	4
1.4.	How to Prepare Your EOI .....	5
1.5.	Contact Persons .....	5
1.6.	Evaluation Process .....	5
1.7.	Selection Criteria.....	7
1.8.	Sound Contracting Principles .....	8
1.9.	Price Basis .....	8
1.10.	Conditions of this Request .....	8
1.10.1.	Delivery Method .....	8
1.10.2.	Lodgement of EOIs.....	8
1.10.3.	Rejection of EOIs .....	9
1.10.4.	Late EOIs .....	9
1.10.5.	Acceptance of EOIs .....	9
1.10.6.	EOI Validity Period .....	9
1.10.7.	General Conditions of Licence Agreement .....	9
1.10.8.	Precedence of Documents .....	9
1.10.10.	Respondents to Inform Themselves .....	10
1.10.11.	Changing Request .....	10
1.10.12.	Alterations.....	10
1.10.13.	Ownership of EOIs.....	10
1.10.14.	Canvassing of Councillors.....	10
1.10.15.	Identity of the Respondent .....	10
1.10.16.	Best and Final Negotiations .....	11
2.	SUMMARY OF SPECIFIC REQUIREMENTS .....	12
PART 3A	DRAFT LICENCE AGREEMENT.....	13
4.	RESPONDENT'S OFFER.....	14

## PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

### 1. COUNCIL’S REQUEST

#### 1.1. Licence Requirements in Brief

This Request is to invite Respondents to submit an EOI to licence a shipping container in an identified location (“**the Container**”).

The terms of the licence agreement will be as set out in Part 3A of this Request, subject to Clause 1.10.16 of this Part 1.

#### 1.2. EOI Documents

This Request for Expression of Interest is comprised of the following parts:

- (a) Part 1 – Council’s Request (read and keep this part);
- (b) Part 2 – Summary of specific requirements (read and keep this part);
- (c) Part 3 – Draft Licence Agreement (read and keep this part); and
- (d) Part 4 – Respondent’s Offer (complete and return this part).

#### 1.3. Definitions

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

<b>Approved Purpose:</b>	Has the meaning given to that term in the Licence Agreement.
<b>Attachments:</b>	The documents you attach as part of your EOI.
<b>Council:</b>	Palm Island Aboriginal Shire Council.
<b>Deadline:</b>	The deadline for lodgement of your EOI, specified in Clause 1.10.2 of this Part 1.
<b>EOI:</b>	Your completed Offer form, response to the Selection Criteria and Attachments.
<b>Licence Agreement:</b>	Means the draft Licence Agreement in Part 3A.
<b>Licence Fee:</b>	Means the amount specified in your Offer as the proposed Licence Fee, which, if accepted, shall be the Licence Fee under the Licence Agreement.
<b>Location:</b>	Has the meaning given to that term in the Licence Agreement.
<b>Offer:</b>	Your offer to be selected to supply the Requirements.
<b>Respondent:</b>	Someone who has or intends to submit an Offer to the Council.
<b>Request:</b>	This Request for Expressions of Interest.
<b>Requirements:</b>	The requirements set out in Part 2.

## PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

**Selection Criteria:** The criteria used by the Council in evaluating your EOI, as set out in Clause 1.7 of this Part 1.

### 1.4. How to Prepare Your EOI

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (Part 2).
- (c) Ensure you read the draft Licence Agreement (Part 3A).
- (d) Complete the Response Form (Part 4) in all respects and attach your Attachments.
- (e) Make sure you have signed the Response Form and responded to all of the Selection Criteria.
- (f) Lodge your EOI before the Deadline. **This EOI closes at 5.00pm on Wednesday, 17 November 2021.** EOIs may be delivered by hand to the Tender Box at Council’s Office at 1 Main Street, Palm Island, sent by post to 1 Main Street, Palm Island Qld 4816 or transmitted by email to [projects.officer@palmcouncil.qld.gov.au](mailto:projects.officer@palmcouncil.qld.gov.au).

### 1.5. Contact Persons

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

#### Licence Agreement and Specifications Enquiries

Name: Michael Bissell Telephone: 0413 016 073  
Email: [michael.bissell@palmcouncil.qld.gov.au](mailto:michael.bissell@palmcouncil.qld.gov.au)

### 1.6. Evaluation Process

This is a Request for Expression of Interest (RFEOI).

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

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

- (a) EOIs are checked for completeness and compliance with this Request. EOIs that do not contain all information requested (eg. completed Offer form and Attachments) may be excluded from evaluation.
- (b) EOIs are assessed against the Selection Criteria.
- (c) EOIs that do not demonstrate compliance with the Mandatory Criteria.
- (d) Respondents are responsible for confirming that the Approved Purpose and Location of the Container/s is consistent with Council’s regulatory and planning requirements. If Council is not satisfied that the proposed Approved Purpose can be accommodated within Council’s regulatory and planning requirements, the EOI may be excluded from evaluation. To remove any doubt, Council’s acceptance does not amount to any representation as to the lawfulness or otherwise of the proposed Approved Purpose.

## PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

- (e) The most suitable Respondents may be short-listed and may be required to clarify their EOI and demonstrate their ability to perform the Licence Agreement being offered. Referees may also be requested and contacted prior to the selection of the successful Respondent.

A Licence Agreement may then be awarded to the Respondent, whose EOI is considered the most advantageous EOI to the Council.

In assessing EOIs, Council may

- (a) consider:
- (i) information contained in the EOI;
  - (ii) outcomes from discussions with Respondent’s referees (if any);
  - (iii) any other information available to Council;
  - (iv) any relevant law, including the *Local Government Act 2009* (Qld) and any regulation enacted under it; and
  - (v) other information which Council reasonably considers to be relevant to its assessment, including but not limited to any procurement policies or procedures implemented by Council;
- (b) ignore any part of the EOI which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Respondent and may assess the balance of the EOI.

Council may seek any further information or assistance from any person (including third parties) where Council considers in its absolute discretion it is necessary to do so in order to properly evaluate any aspect of the EOI. Council may (but is not required to) notify the Respondent of a third party appointed by Council to provide such assistance to Council, and, if advised, the Respondent must cooperate with and provide all information and assistance reasonably requested by such third party. Council may exclude from assessment or reject an EOI if the Respondent does not provide such cooperation, information and other assistance.

Council:

- (a) is not bound to accept the lowest or any EOI, or any clarification, alteration or amendment of an EOI; and
- (b) may, subject to this Part 1, at its discretion, reject or accept:
- (i) a late EOI;
  - (ii) an EOI that does not confirm with the requirements of this Request;
  - (iii) an EOI which fails to achieve a satisfactory score against any of the Selection Criteria;
  - (iv) an EOI which has been clarified, altered or amended in accordance with this Request; or
  - (v) an EOI submitted by a Respondent that has breached this Request.

## PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

### 1.7. Selection Criteria

The EOI submission will be assessed having regard to the following Selection Criteria:

#### Qualitative Criteria

A	<p>The proposed Approved Purpose and the proposed Location.</p> <p>Preference will be given to Approved Purposes that are not currently available at Palm Island or will be delivered in a different way to existing services.</p> <p>Council will consider:</p> <ul style="list-style-type: none"> <li>• Planning regulations and principles;</li> <li>• Community amenity;</li> <li>• Health, safety and environmental considerations.</li> </ul>	Weighting 50%
B	Managerial and financial skills and resources capable to carry out the proposed Approved Purpose, including relevant experience (evidence required in the Business Plan)	Weighting 30%
C	Employment and investment benefits offered to the community (evidence required in the Business Plan)	Weighting 20%
	<b>TOTAL</b>	<b>100%</b>

#### Rating Scale

Score	Description of Score
0	Inadequate or non-appropriate offer, many deficiencies, does not meet criterion
2	Poor offer, some deficiencies, only partially meets criterion
4	Marginal offer, few deficiencies, almost meet criterion
6	Acceptable offer, no deficiencies, meets all criterion
8	Good offer, exceeds criterion
10	Excellent offer, greatly exceeds criterion

#### Mandatory Criteria

A	Must be a local Palm Island resident (not an association or other organisation)
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## PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

B	Must be at least 18 years of age
C	Fit and proper person to carry out the Approved Purpose. The Respondent acknowledges that Council will obtain a criminal history check of the Respondent to assist in considering this criterion.
D	Eligible to hold any approvals required for the Approved Purpose
E	Proposed Location has access to Services
F	Must hold or be eligible to hold a working with children blue card

### 1.8. Sound Contracting Principles

In the assessment of each EOI submission the Council will also take into account the sound contracting principles in Section 104(3) of the *Local Government Act 2009* namely:

- (a) value for money; and
- (b) open and effective competition; and
- (c) the development of competitive local business and industry; and
- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

### 1.9. Price Basis

All prices for the Licence Agreement offered under this Request shall be calculated and in accordance with the terms of the Licence Agreement.

### 1.10. Conditions of this Request

#### 1.10.1. Delivery Method

EOIs may be:

- (a) delivered by hand to the Tender Box at Council’s Office at 1 Main Street, Palm Island;
- (b) sent through the mail to the Chief Executive Officer, 1 Main Street, Palm Island Qld 4816; or
- (c) sent by email to [projects.officer@palmcouncil.qld.gov.au](mailto:projects.officer@palmcouncil.qld.gov.au).

EOIs submitted by facsimile will **not** be accepted.

#### 1.10.2. Lodgement of EOIs

The EOI must be lodged by the Deadline. The Deadline for this Request is **5.00pm on Monday, 15 November 2021**. Unless being emailed, the EOI must be placed in a sealed



## PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

envelope, clearly endorsed with the EOI number and titled as shown on the front cover of this Request.

Respondents must ensure that they have provided **one signed** copy of their EOI. Any brochures or pamphlets should be attached to the copy.

### 1.10.3. **Rejection of EOIs**

A EOI may be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request. A EOI may also be rejected without consideration if it is submitted **unsigned** or if it **fails** to comply with any other requirements of the Request, including if there are any incomplete parts of Part 4.

### 1.10.4. **Late EOIs**

EOIs received after the Deadline may **not** be accepted for evaluation.

### 1.10.5. **Acceptance of EOIs**

The Council is not bound to accept any EOI and may reject any or all EOIs submitted.

### 1.10.6. **EOI Validity Period**

All EOIs shall remain valid and open for acceptance for a period of two (2) months from the Deadline unless otherwise agreed by the parties.

### 1.10.7. **General Conditions of Licence Agreement**

EOIs shall be deemed to have been made on the basis of and to incorporate the Licence Agreement.

### 1.10.8. **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 Licence Agreement, the Terms and Conditions appearing in the Licence Agreement shall have precedence.

### 1.10.9. **Council's Rights After EOIs Received**

Without limiting any other specific clause in this Request, Council may, at any time after EOIs have been received, in its absolute discretion:

- (a) request any one or more Respondents to change their EOI to take account of a change in this Request or any error in the Request. However, Council has no obligation to do so and need not extend the same opportunity to each Respondent;
- (b) request a meeting with any one or more Respondents to obtain additional information from that Respondent;
- (c) seek to clarify and alter any aspect of a Respondent’s EOI and may, at its discretion, advise any or all of the preferred Respondents of such clarification or alteration;

## **PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART**

- (d) request any one or more Respondent to provide a presentation of their EOI in person at Council's office at no cost to Council; and
- (e) request additional information from one or more Respondents.

### **1.10.10. Respondents to Inform Themselves**

Respondents shall be deemed to have:

- (a) inspected the Container/s proposed to be licensed pursuant to this Request;
- (b) examined the Request for Expressions of Interest and any other information available in writing to Respondents for the purpose of offer;
- (c) examined all further information relevant to the risks, contingencies and other circumstances having an effect on their EOI which is obtainable by the making of reasonable enquiries, including but not limited to access to power, water and sewage and transportation costs;
- (d) satisfied themselves as to the correctness and sufficiency of their EOIs; and
- (e) acknowledged that the Council may enter into negotiations with chosen Respondents. Negotiations shall be carried out in good faith.

### **1.10.11. Changing Request**

Council reserves the right to change these Conditions and any other aspect of this Request at any time prior to the Deadline.

### **1.10.12. Alterations**

The Respondent shall not alter or add to the Request documents unless required or allowed by these Conditions.

The Council may later invite all Respondents to change their EOI to take account of a change in this Request.

### **1.10.13. Ownership of EOIs**

All documents, materials, articles and information submitted by the Respondent as part of or in support of a EOI shall become upon submission the absolute property of the Council and will not be returned to the Respondent at the conclusion of the EOI process.

### **1.10.14. Canvassing of Councillors**

If a Respondent, whether personally or by an agent, canvasses any of the Council’s councillors with a view to influencing the acceptance of any EOI made by it or any other EOI, then regardless of such canvassing having any influence on the acceptance of the EOI, the Council may at its discretion omit the EOI from consideration.

### **1.10.15. Identity of the Respondent**

The identity of the Respondent is fundamental to the Council. The Respondent shall be the person, persons or corporation named as the Respondent in Part 4 and whose

**PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART**

execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the EOI and execution of the Licence Agreement, the Respondent shall become the licensee under the Licence Agreement.

**1.10.16. Best and Final Negotiations**

Council reserves the right to conduct best and final negotiations with any Respondents with a view of securing a EOI outcome most favourable to the Council’s interests.

**2. SUMMARY OF SPECIFIC REQUIREMENTS**

**2.1. Licence Agreement**

2.1.1. The Respondent acknowledges and agrees that the Licence Agreement contained in Part 3A of this Request shall form the basis of the arrangement between the parties, subject to any specifications in this Part 2, and any negotiations entered into between the parties pursuant to Part 1, Clause 1.10.16.

**2.2. Specific Requirements**

2.2.1. The Respondent may provide a submission on the basis of one or more of the Containers.

2.2.2. The Respondent must submit:

- (a) a proposed Licence Fee for the Licence Agreement, exclusive of GST;
- (b) a proposed Approved Purpose and Location for the Licence Agreement, noting Part 1, Clause 1.6(c);
- (c) a Business Plan that responds to the Selection Criteria set out in Part 1, Clause 1.7.

2.2.3. If the Respondent is not an individual, the Respondent agrees that Council will require a guarantor to sign the guarantee in Annexure A of the Licence Agreement. Council will make enquiries as to the financial suitability of any guarantor.

**PART 3 – DRAFT LICENCE – READ AND KEEP THIS PART**

**PART 3A      DRAFT LICENCE AGREEMENT**

**[INSERT]**

**PART 4 – RESPONDENT’S OFFER – COMPLETE AND RETURN THIS PART**

**4. RESPONDENT’S OFFER**

**All parts of this Part 4 – Respondent’s Offer must be completed and returned. If an EOI contains incomplete parts of this Part 4, the EOI may not be considered further by Council.**

**Part A: Respondent Details**

<b>Name of Respondent</b>	
<b>ABN/ACN</b>	
<b>Contact Person</b>	
<b>Position of Contact Person</b>	
<b>Street Address of Respondent</b>	
<b>Postal Address of Respondent</b>	
<b>Email Address of Respondent</b>	
<b>Contact Telephone of Respondent</b>	
<b>Alternative Contact Telephone of Respondent</b>	
<b>Is the Respondent registered for GST?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does the Respondent have any Conflicts of Interest?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, include details on additional pages.

**PART 4 – RESPONDENT’S OFFER – COMPLETE AND RETURN THIS PART**

**Legal Information**

Yes     No

- (a) Is the Respondent aware of any legal matter that may affect the Respondent’s ability to perform under the Licence Agreement, including, for example, any criminal history?
  
- (b) Is the Respondent or any of its directors or officers ineligible to hold a working with children blue card?

If Yes to any question, include details on additional pages.

**PART 4 – RESPONDENT’S OFFER – COMPLETE AND RETURN THIS PART**

**Part B: Premises**

Respondent to confirm where the shipping container will be located.

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**Part C: Approved Purpose and Location**

Respondent to insert proposed Approved Purpose and Location under the Licence Agreement. If the Respondent is applying for more than one Container, the Respondent to nominate one Approved Purpose and Location for each Licence Agreement.

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**Part D: Business Plan and other documents**

Respondent to enclose, as a separate document, its Business Plan, and any other material the Respondent proposes that Council considers.



**PART 4 – RESPONDENT’S OFFER – COMPLETE AND RETURN THIS PART**

**Part E: Respondent Execution**

I/We (“the Respondent”) acknowledge that:

- the Respondent has read and understand, and agrees to be bound by, the Request for Expressions of Interest, including the conditions set out in Part 1;
- the Respondent has completed all parts of Part 4;
- if the Respondent’s EOI is accepted, the Respondent must take all steps reasonably required by Council to complete and sign any documents that Council requires to form part of the Licence Agreement, including the Licence Agreement in the form set out in Part 3A, subject to the completion of any uncompleted details as agreed by Council.

**SIGNED, SEALED AND DELIVERED by THE RESPONDENT**

Signature	
Name of Signatory	
Signature of Second Signatory (if applicable)	
Name of Second Signatory (if applicable)	
Witness Signature	
Date	