



Request for Tender: Frankston Safe Boat Harbour Project

Registration of Interest Requirements for Stage 1a

Contract No. 2009/10/4

Contact Officer:	Nick Charalambakis
email:	nick.charalambakis@frankston.vic.gov.au
web:	http://www.frankston.vic.gov.au
Closing Time for Registrations of Interest (Stage 1a):	3.00pm on Wednesday 30 September 2009
Closing Time for invited Tenders (Stage 1b):	3.00pm on Friday 27 November 2009 (indicative)
Location for lodgement of Tenders: (Obtain receipt)	Reception - Frankston City Council Civic Centre Corner Davey and Young Streets, Frankston

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Request for Tender

Part A - Invitation

1. Introduction and overview

1.1 The Opportunity

Frankston City Council (**Council**) is pleased to invite tenders for the design, construction, operation and maintenance of a boat harbour in Port Phillip Bay off Olivers Hill in Frankston (**Project**) in accordance with the terms of this request for tender (**Request for Tender or RFT**). The successful Respondent will enter into a long term lease (envisaged to be up to 60 years) to enable it to develop and operate the proposed safe boat harbour.

Council's vision is for the provision of a State significant and high quality maritime and tourism destination which enhances Frankston's waterfront precinct and generates increased levels of activity around the precinct that are of value to recreational bay users and the community at large.

Council is seeking responses to this RFT which describe details of the Project that Respondents propose to deliver and which satisfy Council's primary objectives for the Project that are described in Section 1.2 (**Tenders**).

1.2 Objectives

Council is seeking innovative Tenders for the Project which:

- 1.2.1 facilitate the provision of a publicly accessible safe boat harbour that provides a wide range of high quality recreational boating facilities and a new destination point for boating;
- 1.2.2 show excellence in design – an outstanding design is required for this site. The development must respond to being viewed in the round as it is seen from many different view points, including the bay, along the coast and from above. The success of the Project will rely on the architectural quality of the built form and its connection with Frankston's foreshore and CAD;
- 1.2.3 provide for a signature building and complex which has the potential to really put Frankston 'on the map'. Consideration must be given to minimising the bulk of all buildings in the development and schemes which exhibit this approach will be preferred. (For example, the dry boat storage facility could be built in two or more parts with different sections concealed behind other parts of the scheme or incorporated in the accommodation and/or commercial buildings);
- 1.2.4 create a tourism hub that generates local pride and provides a waterfront destination;
- 1.2.5 establish a safe, family friendly facility which is both innovative and contains integrated building uses;
- 1.2.6 becomes a provider of local employment opportunities; and
- 1.2.7 is consistent with:

- (a) Council's and the State Government's strategic plans;
- (b) the Frankston Planning Scheme (relevant extracts of which are contained in Annexure 2 and which is summarised in Section 3);
- (c) the *Coastal Management Act 1995 (Vic)*; and
- (d) the *Environmental Protection Act 1970 (Vic)*.

1.3 Purpose of RFT

The purpose of this RFT is to:

- 1.3.1 provide Respondents with a background to the Project;
- 1.3.2 describe Council's proposed contractual framework for the Project;
- 1.3.3 set out Council's evaluation criteria for Stage 1 and Stage 2;
- 1.3.4 invite each Respondent to lodge a Registration of Interest for the Project and, if selected, a Tender for the Project;
- 1.3.5 invite each Preferred Respondent to lodge a Detailed Tender for the Project; and
- 1.3.6 specify Council's requirements for:
 - (a) the two stages of the Tender Process;
 - (b) the lodgement of Registrations of Interest and Tenders;
 - (c) the content and form of Registrations of Interest and Tenders; and
 - (d) the conditions governing the Tender Process.

1.4 Overview of the Tender Process

The Tender Process is divided into two stages. A description of these Stages is set out in Section 5.1.

1.5 Structure of RFT

This RFT consists of the following parts:

- 1.5.1 **Part A – Invitation:** This part contains an overview of the opportunity presented in, and the objectives of, this RFT;
- 1.5.2 **Part B – The Project:** This part describes the Project which Council is seeking to facilitate;
- 1.5.3 **Part C – Tender Process:** This part describes how the Tender Process has been divided into 2 stages;
- 1.5.4 **Part D – Tender Conditions:** This part sets out the rules applying to this RFT and to the Tender Process (these rules are deemed to be accepted by all Respondents who submit a Tender);
- 1.5.5 **Part E – Definitions:** This part defines those terms used in this RFT;

- 1.5.6 **Part F - Registration of Interest Form:** This part is to be completed by Respondents in accordance with this RFT to lodge a Registration of Interest for the Project; and
- 1.5.7 **Annexures:** This part contains information relating to Council's evaluation criteria and the Frankston Planning Scheme.

1.6 Timetable for Tender Process

The proposed timetable for the Tender Process is set out below:

PROPOSED TIMETABLE	
Key Event	Date:
RFT available on website	17 September 2009
Respondents submit Registrations of Interest	3.00pm on Wednesday 30 September 2009
Selected Respondents invited to participate in Stage 1b	6 October 2009
Selected Respondents submit Tenders for Stage 1	3.00pm on Friday 27 November 2009
Tender Evaluation Panel evaluates Tenders for Stage 1	December 2009 - January 2010
Preferred Respondents invited to participate in Stage 2	8 February 2010
Draft Lease/Project Agreement issued by way of an Addendum	8 February 2010
Preferred Respondents submit Detailed Tenders for Stage 2	3.00pm Friday 9 April 2010
Tender Evaluation Panel evaluates Detailed Tenders for Stage 2	June 2010
Finalise Project Agreement and Lease	July 2010
Report to Council	August 2010
Acceptance of Detailed Tender	6 September 2010

The timetable set out above is indicative only and may be amended by Council.

1.7 Questions and Enquiries

All questions or enquiries regarding the Tender Process must be submitted in writing by email to the Contact Officer nominated on the cover page of this RFT.

All questions or enquiries submitted to the Contact Officer must be identified as a "Request for Clarification" and be sequentially numbered.

All questions or enquiries must be received by the Contact Officer on or before noon Monday 28 September 2009. The Contact Officer may refuse to respond to questions or enquiries received after this date.

Any advice, in whatever form, given by Council to a Respondent for the purpose of clarifying the meaning of, or containing information relevant to this RFT, will also be given to all other Respondents in writing unless to do so would reveal commercial-in-confident or intellectual property of a Respondent or sensitive information relating to a Tender.

Part B – The Project

2. Background

2.1 Key Project Details

The Project is being proposed on the basis that the successful Respondent (**Operator**) will be responsible for financing the design, construction, operation and maintenance of the Frankston Safe Boat Harbour (**FSBH**) for a term of up to 60 years.

The Operator will enter into a Lease with Council as Committee of Management for the Site. Attached to the Lease will be a Project Agreement which will be entered into at the same time as the Lease. The Project Agreement will grant the Operator operating and income rights for the FSBH.

The State Government may fund some public infrastructure associated with the Project such as slope stabilisation adjacent to the highway and public boat launching facilities. However, as the State Government's position in relation to funding is not yet confirmed, Respondents should not rely on the availability of such funding when lodging their Registrations of Interest or, if applicable, when preparing their Tenders or their Detailed Tenders.

The key parameters of the Project are:

- 2.1.1 the maximum area of the FSBH will be 22 hectares (including reclaimed land, breakwaters, wave attenuators and enclosed and protected water);
- 2.1.2 the FSBH must contain no less than 30 temporary overnight public moorings;
- 2.1.3 the FSBH must contain no more than 300 permanent wet berths;
- 2.1.4 the FSBH must comprise of a regional public boat facility with a minimum 5 single lane ramps or equivalent, with dual landing platforms;
- 2.1.5 the FSBH must contain wash-down, rigging/de-rigging and associated manoeuvring and parking areas;
- 2.1.6 the FSBH must contain parking spaces for approximately 250 car-and-trailers and 410 car-only;
- 2.1.7 the FSBH must contain tourist/ferry wharf for pedestrian ferries or leisure cruise boats as well as public use and deep water access for short-term boat mooring;
- 2.1.8 the FSBH must contain public toilets and holding tank pump-out facilities;
- 2.1.9 a floor area of 300 square metres for boat repairs;
- 2.1.10 a combined floor area of 2,000 square metres is available for retail and community space which complements the FSBH;
- 2.1.11 the FSBH may contain up to (but no more than) 400 dry stacked storage boat spaces;
- 2.1.12 the FSBH may contain up to (but no more than) 60 short-term stay accommodation units;

- 2.1.13 the sale (brokerage only) of boats and sale of equipment will be permissible; and
- 2.1.14 restricted recreation facility for health fitness and well-being is permissible.

3. Planning Scheme Requirements

3.1 Frankston Planning Scheme

The Frankston Planning Scheme was amended by the Minister for Planning on 26 May 2009 to reflect Council's Preferred Development Model for the FSBH and contains detailed requirements of the legal process of planning for and designing the Project. Respondents must familiarise themselves with the requirements of the Frankston Planning Scheme.

For the assistance of Respondents extracts of the Frankston Planning Scheme are set out in Annexure 2. Respondents should not rely on the extracts of the Frankston Planning Scheme or the summary of the Frankston Planning Scheme contained in this RFT. Respondents are required to make their own enquiries as to what obligations the Frankston Planning Scheme will place upon the Operator with respect to the Project.

Additionally, set out below is a brief summary of the planning and design guidelines for the Project contained in the incorporated document to the Frankston Planning Scheme (which is fully set out in Annexure 3) (**Incorporated Document**).

3.2 Concept Plan

It is a requirement of the Frankston Planning Scheme and it is a requirement of Stage 2 of the Tender Process that Preferred Respondents prepare a concept plan for the proposed FSBH (**Concept Plan**).

The Concept Plan must include the following:

- 3.2.1 a Preliminary Use and Development Framework Plan – this plan must show the location and general extent of breakwaters, wave attenuators and reclaimed land in order to allow physical and numerical hydrodynamic modelling to be undertaken;
- 3.2.2 a Preliminary Precinct Framework Plan – this plan must provide an initial inventory and proposed spatial distribution of proposed uses and development;
- 3.2.3 a Preliminary Built Form Plan – this plan must show the initial location, footprint and height of buildings and works; and
- 3.2.4 a Preliminary Project Impact Assessment – this assessment must demonstrate the requirements set out in section 3.1 of the Incorporated Document as well as including the following supporting documents:
 - (a) site survey;
 - (b) flora and fauna surveys;
 - (c) geo-technical surveys; and
 - (d) harbour design and modelling standards.

3.3 Master Plan

It is a requirement of the Frankston Planning Scheme and will be a requirement of the Project Agreement that the Operator prepares a master plan for the proposed FSBH (**Master Plan**).

The Master Plan must include the following:

- 3.3.1 the Precinct Framework Plan – this must identify the spatial distribution of proposed uses and developments and the overall timing and staging as well as specifying a program for the preparation of Detailed Design Plans for specified precincts (as identified in section 3.3 of the Incorporated Document);
- 3.3.2 the Built Form Plan – this must show the location and overall footprints of buildings and works and describe how these meet the requirements of sections 1, 2 and Appendix A1 of the Incorporated Document;
- 3.3.3 the Public Realm Framework Plan – this must identify the areas of land that will remain accessible as public open space, the recreational purposes of these areas and the facilities to be provided on this land;
- 3.3.4 the Landscape Framework Plan – this must specify landscape design and planning themes together with flora and fauna measures to achieve ecological net gain in habitat hectares in accordance with Victoria's Native Vegetation Management Framework;
- 3.3.5 the Parking, Access and Circulation Plan – this plan must incorporate the specific requirements set out in section 3.2.1 of the Incorporated Document.
- 3.3.6 the Construction Environmental Management Plan – this plan must incorporate the specific requirements set out in section 3.2.2 of the Incorporated Document.
- 3.3.7 the Operations Environmental Management Plan – – this plan must incorporate the specific requirements set out in section 3.2.3 of the Incorporated Document; and
- 3.3.8 the Project Impact Assessment – this assessment must have regard to the factors specified in section 3.2.4 of the Incorporated Document.

3.4 Detailed Development Plan(s)

It is a requirement of the Frankston Planning Scheme and will be a requirement of the Project Agreement that the Operator prepares one or more development plans for the proposed FSBH (**Detailed Development Plan**).

The Detailed Development(s) Plan must:

- 3.4.1 be accompanied by:
 - (a) a Construction Environment Management Plan; and
 - (b) an Operations Environment Management Plan;
- 3.4.2 include the requirements set out in section 3.3 of the Incorporated Document;
- 3.4.3 be in accordance with the design guidelines set out in section 2 of the Incorporated Document and include existing and proposed ground levels, three dimensional

building envelopes, elevations specifying exterior treatments and drainage and utility and servicing arrangements; and

- 3.4.4 show existing and proposed ground levels, lists of species and irrigation measures that minimise water use and drainage, proposed surface treatments and utility and servicing arrangements.

4. Environmental Implications

Preferred Respondents will be required to undertake environment assessments including physical and numerical hydrodynamic modelling as part of their preparation of their Detailed Tender.

The key environmental issues and the more significant potential impacts upon the Environment that will require management by the Operator include:

- 4.1.1 water quality;
- 4.1.2 coastal processes;
- 4.1.3 marine ecology;
- 4.1.4 terrestrial ecology;
- 4.1.5 landform stabilisation; and
- 4.1.6 noise.

The Incorporated Document summarises the above issues and describes potential management measures. Respondents are required to carefully review and take account of the Incorporated Document when preparing their Tender.

Respondents should note that Council will have a non-negotiable position on the issue of sustainable beaches. It will be a fundamental requirement of the Project Agreement that the Operator must ensure that no damage to beaches occurs arising out of the construction or operation of the FSBH. Respondents should not submit a Tender or (if short-listed) a Detailed Tender which detracts from this position.

Respondents should also note that Council will require prior discussion of modelling methodology proposed and intends to submit the environmental assessments, including the physical and numerical hydrodynamic modelling, undertaken by Preferred Respondents to external peer review in order to ensure that the proposals put forward by Preferred Respondents in their Detailed Tenders satisfy Council's requirements in relation to sustainable beaches.

Part C – The Tender Process

5. Tender Process

5.1 Overview of the staging of the Tender Process

The process for Respondents lodging Tenders and Council considering and evaluating tenders and determining whether to enter into the Project Documents with a Respondent to carry out the Project (**Tender Process**) is divided into two distinct stages. The first stage has two parts.

Stage 1a – Registration of Interest

Initially Respondents are invited to submit a registration of interest by completing the Registration of Interest Form attached as Part F of this RFT (**Stage 1a**).

Council will consider Registrations of Interest in accordance with Section 9. Council may then (at its discretion) decide to select one or more Respondents in accordance with Section 10.11 (**Selected Respondents**). The Selected Respondents will be invited to participate in Stage 1b of the Tender Process.

Stage 1b – Tenders

Selected Respondents will be invited to submit a Tender by completing the materials provided to them by way of an Addendum to this RFT following their appointment as a Selected Respondent (**Stage 1b**).

Selected Respondents must enter into a confidentiality deed with Council relating to the Tender Process and provide Council with a non-negotiable bank cheque in the name of Council for the sum of \$ 10,000 (Ten Thousand Dollars) with their Tender (**Stage 1 Fee**).

Council will evaluate Tenders in accordance with Section 9. Following its evaluation of the Tenders, Council may (at its discretion) elect to short-list one or more Selected Respondents in accordance with Section 10.11 (**Preferred Respondents**). The Preferred Respondents will be invited to participate in the second stage of the Tender Process (**Stage 2**).

Stage 2 - Detailed Tenders

During Stage 2 of the Tender Process:

5.1.1 Council will refund the Stage 1 Fee as follows:

- (a) 50% of the Stage 1 Fee will be refunded to a Selected Respondent who does not submit a Conforming Tender;
- (b) 100% of the Stage 1 Fee will be refunded to a Selected Respondent who does submit a Conforming Tender but who has not been invited to proceed to Stage 2;
- (c) there will be no refund of the Stage 1 Fee to a Selected Respondent who has been invited to proceed to Stage 2;
- (d) refunds of the Stage 1 Fee will be paid to unsuccessful Selected Respondents once Preferred Respondents have been invited to participate in Stage 2.

- 5.1.2 Council will issue to the Preferred Respondents, by way of an Addendum to this RFT, a draft Lease and a draft Project Agreement;
- 5.1.3 Council may issue to the Preferred Respondents, by way of one or more Addendums, requests for further commercial, financial, corporate or technical information in relation to the Project;
- 5.1.4 the Preferred Respondents will be required to provide a tender (**Detailed Tender**) which sets out:
 - (a) their response to any further Addendums issued by Council in accordance with the timeframes nominated by Council;
 - (b) comments or qualifications of the draft Lease and/or the draft Project Agreement;
 - (c) a Concept Plan in accordance with the requirements of section 3.1 of the Incorporated Document;
 - (d) a development program, including a staging plan; and
 - (e) projected capital outlays, operating costs and income and a rental offer;
- 5.1.5 each Preferred Respondent will, as part of the Stage 2 Tender Process, be required to individually negotiate with Council the terms and conditions of the Project Agreement and the Lease, which will contain the development and operation obligations of Council and that Preferred Respondent;
- 5.1.6 Preferred Respondents will be required to submit to Council's lawyers executed versions of the Lease and the Project Agreement as part of the submission of the Detailed Tender;
- 5.1.7 the Preferred Respondents will be required to provide Council with a non-negotiable bank cheque in the name of Council for the sum of \$ 50,000 (Fifty Thousand Dollars) with their Detailed Tender (**Stage 2 Fee**);
- 5.1.8 Council will refund the Stage 2 Fee as follows:
 - (a) 50% of the Stage 2 Fee will be refunded to a Preferred Respondent who does not submit a Conforming Detailed Tender;
 - (b) 100% of the Stage 2 Fee will be refunded to a Preferred Respondent who does submit a Conforming Detailed Tender but who has not been chosen as the successful Preferred Respondent;
 - (c) there will be no refund of the Stage 1 Fee or the Stage 2 Fee to the Preferred Respondent who has been chosen as the successful Preferred Respondent;
 - (d) refunds of the Stage 2 Fee will be paid once Council has selected a Preferred Respondent with whom it may (at its discretion) enter into the Lease and the Project Agreement.
- 5.1.9 Council will evaluate Detailed Tenders in accordance with Section 9. Following the evaluation of Detailed Tenders, Council may (at its discretion) elect to enter into the Lease and Project Agreement with a Preferred Respondent.

- 5.1.10 Where Council has chosen a Preferred Respondent as the successful Preferred Respondent but Council subsequently decides (at its discretion) not to enter into the Lease and Project Agreement with that Preferred Respondent, Council may (at its discretion) refund 100% of the Stage 2 Fee to that Preferred Respondent.

6. Lodgement requirements

6.1 Lodgement of Registrations of Interest for Stage 1a

Registrations of Interest must be submitted in a sealed envelope and must consist of two originals of the Registration of Interest Form.

Registrations of Interest must be marked:

"TENDER BOX - Commercial in Confidence
Frankston City Council
Registration of Interest for Proposed Frankston Safe Boat Harbour Scheme –
Stage 1a"

Registrations of Interest are to be lodged by hand delivery at:

Reception – Frankston City Council Civic Centre,
Corner Young & Davey Streets,
Frankston 3199

Respondents must ensure that they are provided with a signed receipt acknowledging the time and date of lodgement of their Registration of Interest and Respondents must ensure the person lodging the Registration of Interest co-signs a copy of this receipt for retention by Council.

Registrations of Interest are to be received by no later than 3.00pm on Wednesday 30 September 2009. Late Registrations of Interest will not be accepted.

It is the Respondent's responsibility to ensure correct lodgement occurs. Facsimile and email transmissions of Registrations of Interest will not be accepted. Receipt of posting or dispatch does not constitute proof of delivery.

No promotional material is to be provided in the Registration of Interest.

6.2 Lodgement of Tenders for Stage 1b

If Council elects to proceed to Stage 1b, Council will provide additional materials to Selected Respondents by way of an Addendum to this RFT. Council will advise Selected Respondents by way of such Addendum of the time and process for lodging Tenders.

Council's current intention is for Tenders to be received for Stage 1b by no later than 3.00pm on Friday 27 November 2009. However, this date is indicative only and may be altered by Council.

6.3 Lodgement of Detailed Tenders for Stage 2

If Council elects to proceed to Stage 2, Council will advise Preferred Respondents by way of an Addendum of the time and process for lodging Detailed Tenders.

6.4 Site Inspection and Briefing

If Respondents wish to attend an inspection of the Site and other relevant areas a request should be made to the Contact Officer.

Council will contact any Respondent wishing to undertake an inspection to inform them of the time and date of an inspection.

Council may choose the date for an inspection and change the time or date of the inspection in Council's absolute discretion. If Council does so, Respondents will be informed of the new time and date.

Council also offers the opportunity to a Respondent to attend a briefing with Council. If a Respondent wishes to have a briefing with Council, then a request should be made to the Contact Officer and the Contact Officer will arrange such a briefing with the Respondent by appointment.

7. Content and form of Registrations of Interest

7.1 Content of Registrations of Interest

A Registration of Interest must contain the information required by each of the three sections of the Registration of Interest Form attached as Part F.

7.2 Execution of Registrations of Interest

The Registration of Interest Form must be completed and signed by the Respondent or a duly authorised representative of the Respondent.

8. Structure of the legal documentation for the Project

As noted in Section 2.1, subject to the terms of this RFT, Council, as Committee of Management for the Site, proposes to enter into a Lease and a Project Agreement with the successful Respondent to finance, design, construct, maintain and operate the FSBH.

The Project Agreement will set out the majority of the legal and commercial terms on which the Project must be undertaken (including the terms for the operation and maintenance of the FSBH, the circumstances in which the Project Agreement and the Lease can be terminated and the consequences of such termination).

It is currently contemplated that the Lease will only contain those terms common to a Lease for a commercial harbour to the extent that such terms are not inconsistent with the Project Agreement.

If the Project Agreement is terminated or expires the Lease will be automatically terminated and vice versa.

9. Evaluation of Tenders

9.1 Tender Evaluation Panel

Council will establish a Tender Evaluation Panel to conduct Tender evaluation processes for Stage 1 and Stage 2.

DSE and Tourism Victoria will be represented on the Tender Evaluation Panel and it will be supported by external advisors as required.

Council has appointed an independent Probity Auditor to ensure that all keys steps in the evaluation and selection process for the Project is carried out in an objective, fair and reasonable manner and at all times the Tender Process is objective and impartial.

At the conclusion of the Tender Process a formal probity report will be prepared.

9.2 Evaluation process for Stage 1a

Following the Closing Time for Stage 1a the Tender Evaluation Panel will evaluate Registrations of Interest in accordance with the evaluation criteria for Stage 1a listed in Annexure 1.

9.3 Evaluation process for Stage 1b

Following the Closing Time for Stage 1b the Tender Evaluation Panel will evaluate Tenders in accordance with the evaluation criteria for Stage 1b listed in Annexure 1.

9.4 Evaluation process for Stage 2

Following the date that Council advises by way of an Addendum that the Detailed Tenders are due the Tender Evaluation Panel will evaluate Detailed Tenders in accordance with the evaluation criteria for Stage 2 listed in Annexure 1.

Council will make a decision on whether to accept any Detailed Tender having regard to the report prepared by the Tender Evaluation Panel and any other factors which it considers relevant.

9.5 Negotiation and presentation

Council may at any stage of the evaluation process for Stage 1b or Stage 2 elect to engage in detailed discussions and negotiations with any one or more Respondents with a view to maximising the benefits of the Tenders or Detailed Tenders submitted.

As part of this negotiation process, Council may request such Respondent(s) to improve one or more aspects of their Tender or Detailed Tender including any technical, financial, corporate or legal components.

Council is under no obligation to conduct any negotiations with Selected Respondents or Preferred Respondents.

In its absolute discretion, the Tender Evaluation Panel may invite some or all Respondents to give a presentation to the Tender Evaluation Panel in relation to their Tender or Detailed Tender.

The Tender Evaluation Panel is under no obligation to invite any presentations from Selected Respondents or Preferred Respondents.

Selected Respondents and Preferred Respondents may also be requested to:

- 9.5.1 conduct a visit of the Site and other relevant areas;
- 9.5.2 provide references; and/or
- 9.5.3 make themselves available for Tender Evaluation Panel interviews.

Part D – Tender Conditions

10. General Tender Conditions

10.1 Status of RFT

This RFT is not an offer. It constitutes an invitation for Respondents to submit a Registration of Interest and for Selected Respondents to submit a Tender to carry out the Project in accordance with the terms and conditions of this RFT.

10.2 Respondent's acknowledgments

In lodging its Registration of Interest, its Tender and any Detailed Tender, each Respondent:

- 10.2.1 acknowledges that, notwithstanding this Part D, the Respondent is agreeing to the Tender Process because it considers that the Project represents a valuable commercial opportunity for the Respondent;
- 10.2.2 acknowledges that the entire Tender Process is being conducted solely for the benefit of Council;
- 10.2.3 acknowledges that, while Council expects to conform with the terms of this RFT to the extent that it is practical to do so, the parties do not intend to impose any legal obligation on Council to conduct the Tender Process in any manner or at all (whether in accordance with the terms of this RFT or otherwise);
- 10.2.4 acknowledges that Council is not bound to select any Respondents, short-list any Selected Respondents or accept any Detailed Tender;
- 10.2.5 acknowledges that the Respondent may only amend its Tender or any Detailed Tender either in accordance with the express terms of this RFT or by written agreement with Council, which may be granted or withheld at Council's absolute discretion;
- 10.2.6 acknowledges that Council may suspend or discontinue the Tender Process at any time and that Council is not bound to proceed with the Tender Process at all;
- 10.2.7 acknowledges that there will be no procedural or substantive limitation upon the manner in which Council may conduct the Tender Process (including, without limitation, the manner in which the Tender Evaluation Panel evaluates Registrations of Interest, Tenders or Detailed Tenders);
- 10.2.8 acknowledges that Council does not make any warranty, guarantee or representation in relation to any information provided by Council in this RFT or in connection with anything which Council states, does or omits to state or do arising out of or in connection with the Tender Process;
- 10.2.9 will be deemed to have carefully reviewed and examined this RFT;
- 10.2.10 will be deemed to have satisfied itself that it can carry out the Project in accordance with Council's requirements;
- 10.2.11 will be deemed to have ascertained and if appropriate, inspected all available documents relevant to the carrying out of the Project;

- 10.2.12 will be deemed to have visited the Site and other relevant areas and fully informed itself of all information and the like affecting or which may affect, the carrying out of the Project;
- 10.2.13 will be deemed to have informed and satisfied itself as to the requirements of any relevant legislation which may apply to the carrying out of the Project and the requirements of any authorities which may have jurisdiction in relation to the carrying out of the Project;
- 10.2.14 will be deemed to have formed its own assessment of the nature and extent of work and services required to carry out the Project and accounted for the execution of all such work and services in its Tender;
- 10.2.15 releases Council from all Claims in respect of any costs, expenses, losses or damages incurred or suffered as a result of or in connection with the Tender Process, the rejection of, failure to evaluate or failure to accept the Respondent's Registration of Interest, Tender or Detailed Tender, any meetings conducted or any debrief;
- 10.2.16 acknowledges that Council is proceeding with the Tender Process strictly on the basis of, and in reliance upon, the acknowledgements and releases set out above; and
- 10.2.17 will indemnify Council in respect of all Claims, losses, damages, liabilities, costs and expenses of any kind suffered or incurred as a result of or in connection with any breach of any acknowledgement or release given by the Respondent under this Section 10.2.

10.3 Notification of Email Address

Each Respondent must, as soon as practicable and, in any event, no later than noon Monday 28 September 2009, notify the Contact Officer in writing of that Respondent's email address.

10.4 Conforming Tender

Without limiting the general nature of any other provision of this RFT, a Tender will only be considered to be a Conforming Tender if the terms of the Tender do not require a planning permit to be issued or an amendment to be made to the Frankston Planning Scheme.

10.5 Late Lodgement

Any Registration of Interest lodged after the Closing Time for Stage 1a will be not accepted.

Any Tender lodged after the Closing Time for Stage 1b will not be accepted.

Any Detailed Tender lodged after the date advised in any Addendum to be the closing time for Stage 2 will not be accepted.

10.6 Non-Conforming Tenders

Council may accept or reject any Conforming or Non-Conforming Tender at its sole and unfettered discretion.

10.7 Non-Conforming Detailed Tenders

Council may accept or reject any Conforming or Non-Conforming Detailed Tender at its sole and unfettered discretion.

10.8 Stage 1 Acknowledgements

In lodging its Registration of Interest and, if applicable, its Tender, each Respondent acknowledges that:

- 10.8.1 Council requires the lodgement of fully competitive Tenders from each Respondent to maximise the possibility of the successful undertaking of the Project in accordance with the terms of this RFT;
- 10.8.2 in light of Section 10.8.1, after the Closing Time for Stage 1a or Stage 1b of the Tender Process (as applicable), the Tender Evaluation Panel may (in its absolute discretion and without being under any obligation to do so) on behalf of Council:
 - (a) meet separately with representatives of each Respondent to:
 - (i) obtain information in relation to, and clarify aspects of, the Respondent's Registration of Interest or Tender;
 - (ii) ask the Respondent to explain the intention of, and answer questions about, any aspect of the Registration of Interest or Tender; and
 - (iii) raise and address any other issues which may have been identified; and
 - (b) require the Respondent, within a specified time, to provide in writing with further information or clarification in relation to aspects of the Respondent's Registration of Interest or Tender.
- 10.8.3 since, subject to this RFT, Council is encouraging innovative Tenders, each Selected Respondent is likely to have a different approach to how the Project should be carried out and as such Council may:
 - (a) raise issues with a Selected Respondent which it does not raise with other Respondents;
 - (b) raise issues with a Selected Respondent which improves its Tender; and
 - (c) provide a Selected Respondent with opportunities to ask questions or to provide information in relation to, or clarify aspects of, its Tender, which it does not provide to the other Selected Respondents;
- 10.8.4 Council is not obliged to provide any information or explanation, answer any questions or otherwise act in any particular manner in or arising out of or in connection with any meeting convened under this Section 10.8.

10.9 Tender Validity

The offer made by the lodgement of any Tender by a Selected Respondent will be valid for 120 calendar days from the Closing Time for Stage 1b.

The offer made by the lodgement of Tender by a Selected Respondent who is short-listed to proceed to Stage 2 will be valid during the entire validity period for Detailed Tenders as set out below.

The offer made by the lodgement of any Detailed Tender will be valid for 250 calendar days from the closing time for Stage 2.

10.10 Status of Tender or Detailed Tender

10.10.1 A Tender or Detailed Tender must not be conditional on:

- (a) board approval of the Respondent or any related body corporate of the Respondent being obtained;
- (b) the Respondent conducting due diligence or any other form of enquiry or investigation;
- (c) the Respondent (or any other party) obtaining any regulatory approval or consent; or
- (d) the Respondent obtaining the consent or approval of any third party.

10.10.2 Council may, in its absolute discretion, disregard any Tender or Detailed Tender that is, or is stated to be, subject to any one or more of the conditions detailed above.

10.11 Selection of Respondents to submit a Tender

Council may in its sole and absolute discretion select one or more Respondents to proceed to Stage 1b.

A Respondent will only be entitled to proceed to Stage 1b if it receives a written notice to that effect from Council (**Notice of Selection**). Any oral notification of the selection of a Respondent given by Council (or any of its Associates) to a Respondent will not constitute selection of that Respondent.

Council may set out conditions on a Respondent being selected in the relevant Notice of Selection, including that the Selected Respondent enters into a confidentiality deed with Council relating to the Tender Process.

Council will not be obliged to select any of the Respondents who submitted a Registration of Interest during Stage 1a and may, at its sole and absolute discretion:

- 10.11.1 annul the Tender Process and call for new Tenders;
- 10.11.2 proceed with procuring the Project by a different arrangement than that proposed by this RFT; or
- 10.11.3 decide not to proceed with the Project.

10.12 Short-Listing of Selected Respondents to submit a Detailed Tender

Council may in its sole and absolute discretion elect to short-list one or more Selected Respondents to proceed to Stage 2.

A Selected Respondent will only be entitled to proceed to Stage 2 if it receives a written notice to that effect from Council (**Notice of Short-Listing**). Any oral notification of the short-listing of a Selected Respondent given by Council (or any of its Associates) to a Selected Respondent will not constitute short-listing of that Selected Respondent.

Council may set out conditions on a Selected Respondent being short-listed in the relevant Notice of Short-Listing, including that the Preferred Respondent signs a negotiation protocol setting out the basis on which Council will negotiate with the Preferred Respondent.

Council will not be obliged to short-list any of the Selected Respondents who submitted a Tender during Stage 1b and may, at its sole and absolute discretion:

- 10.12.1 annul the Tender Process and call for new Tenders;
- 10.12.2 proceed with procuring the Project by a different arrangement than that proposed by this RFT; or
- 10.12.3 decide not to proceed with the Project.

10.13 No representation as to Detailed Tenders

The appointment of a Selected Respondent as a Preferred Respondent under Section 10.12 is not to be taken as a representation that Council will award the Project to the Preferred Respondent and does not bind Council to do so.

10.14 Negotiations relating to Detailed Tenders

Negotiations undertaken with Preferred Respondents after lodgement of Detailed Tenders:

- 10.14.1 may be conducted on any basis which Council (in its absolute discretion) considers will enable Council to improve the value for money which it would obtain from acceptance of any Detailed Tender;
- 10.14.2 without limiting Section 10.14.1, may involve the amendment of a Preferred Respondent's Tender or Detailed Tender, regardless of how substantial the amendment or the fact that the amendment is only proposed to a particular Preferred Respondent; and
- 10.14.3 do not require Council to provide each Preferred Respondent (if more than one) with the same information, opportunity to negotiate, or proposed amendment of any aspect of the Preferred Respondent's Tender or Detailed Tender.

10.15 Council Not Bound to Accept a Detailed Tender

Council will not be bound to accept the lowest or any other Detailed Tender for the Project and may, at its sole and absolute discretion:

- 10.15.1 accept one Detailed Tender;
- 10.15.2 accept a Detailed Tender subject to the satisfaction of certain conditions;
- 10.15.3 accept a part of a Detailed Tender;
- 10.15.4 reject any or all of the Detailed Tenders;
- 10.15.5 annul the Tender Process and call for new Tenders or Detailed Tenders;
- 10.15.6 proceed with procuring the Project by a different arrangement than proposed by this RFT; or
- 10.15.7 proceed to engage another third party to carry out the Project.

10.16 Mode of Acceptance

A Detailed Tender will be accepted only by written notice to that effect by Council to the successful Preferred Respondent (**Notice of Acceptance of Detailed Tender**). Any oral

notification of acceptance of a Detailed Tender given by Council (or any of its Associates) to a Preferred Respondent will not constitute acceptance of a Detailed Tender.

The successful Respondent will be deemed to have received the Notice of Acceptance of Detailed Tender:

- 10.16.1 if it is posted by prepaid post, at the time that it would normally be received in the ordinary course of post;
- 10.16.2 if it is handed to the successful Respondent, on the date that it is handed to the Respondent; or
- 10.16.3 if it is left at the address for service, on the date that it was left at that address.

The date of acceptance of the Detailed Tender will be deemed to be the date that appears on the Notice of Acceptance of Detailed Tender.

Each Respondent acknowledges that no:

- 10.16.4 other document issued (other than a Notice of Acceptance of Detailed Tender); and
- 10.16.5 no other representation made or conduct engaged in, by or on behalf of Council (including any oral notification of acceptance of Detailed Tender given by Council or any of its Associates to a Preferred Respondent),

will be deemed to be acceptance of a Preferred Respondent's Detailed Tender or to create any contractual or other legal relationship between Council and a Preferred Respondent or otherwise oblige Council to enter into the Project with any Respondent.

10.17 Accuracy of RFT

While all due care has been taken in connection with the preparation of this RFT, Council does not warrant the accuracy of the content of this RFT and to the full extent permitted by law, Council will not be liable for any omission from this RFT.

10.18 Additions and amendments to RFT

Without limiting the general nature of any other provision of this RFT, Council reserves the right to change any information in this RFT, amend any document comprising this RFT, alter the Tender Process or to issue Addenda to this RFT.

Amendments will be made by Addenda issued to each Respondent.

10.19 Representations

Without limiting the general nature of any other provision of this RFT, no representation made by or on behalf of Council in relation to this RFT (or its subject matter) will be binding on Council unless that representation is expressly incorporated into the agreement(s) ultimately entered into between Council and a Respondent.

10.20 Conflict of Interests

Tenders and Detailed Tenders must declare any actual or potential conflicts of interest which may arise in respect of the carrying out of the Project between:

- 10.20.1 the Respondent and Council; and
- 10.20.2 any subcontractors or consultants proposed by the Respondent and Council.

A Respondent must also notify the Contact Officer of any such conflicts of interest which develop in the period following the lodgement of their Tender or, if applicable, their Detailed Tender, up to acceptance or rejection of their Tender or Detailed Tender (as the case may be).

Council may refuse to consider a Tender or Detailed Tender which it considers may or will have a conflict of interest in relation to the Project or Council.

10.21 Proprietary Information

Registrations of Interest, Tenders and Detailed Tenders will become the property of Council.

Each Respondent licenses Council to reproduce the whole or part of each Registration of Interest, Tender and Detailed Tender for the purposes of evaluation.

10.22 Changes in Circumstance

The Respondent must inform Council in writing of any material change to:

- 10.22.1 information contained in its Registration of Interest, Tender or any Detailed Tender; or
- 10.22.2 circumstances which may affect the truth, completeness or accuracy of any information set out in its Registration of Interest, Tender or any Detailed Tender.

10.23 Licence to use Intellectual Property Rights

Persons obtaining or receiving this RFT and any other documents issued in relation to the Tender Process may use this RFT and such documents only for the purpose of preparing a Tender.

Such Intellectual Property Rights as may exist in this RFT and any other documents provided to Respondents by or on behalf of Council in connection with the Tender Process are owned by (and will remain the property of) Council except to the extent expressly provided otherwise.

10.24 Respondents are to acquaint themselves with Tender Requirements

Respondents must, prior to submitting their Registrations of Interest, Tenders or Detailed Tenders, fully acquaint themselves with this RFT and any Addenda to this RFT issued by Council.

10.25 Clarification of Registrations of Interest, Tenders and Detailed Tenders

Without limiting the general nature of any other provisions of this RFT, if in the opinion of Council, a Registration of Interest, Tender or Detailed Tender is unclear in any respect, Council may seek clarification from the Respondent. Failure to supply clarification to the satisfaction of Council will render the Tender a Non-Conforming Tender or the Detailed Tender as a Non-Confirming Tender or may mean that the Registration of Interest will not be considered (as the case may be) and Council may disqualify the relevant Respondent from the Tender Process.

Council is under no obligation to seek clarification of anything in a Registration of Interest, Tender or Detailed Tender and Council reserves the right to disregard any clarification that Council considers to be unsolicited or otherwise impermissible in accordance with this RFT.

10.26 Additional Information

Council may require a Respondent to submit additional information concerning its Registration of Interest, Tender or Detailed Tender. Failure to submit any of the information so required by the date and time stipulated by Council, will render the Tender a Non-Conforming Tender or the Detailed Tender as a Non-Confirming Tender or may mean that the Registration of Interest will not be considered (as the case may be) and Council may disqualify the relevant Respondent from the Tender Process.

10.27 Respondents to Seek Clarification if RFT is Not Clear

Where a Respondent considers that any work or service necessary for the proper execution of the Project has not been adequately described or identified in this RFT or has any doubt as to the meaning or completeness of any part of this RFT, it must seek clarification in writing from the Contact Officer.

Any such request must be identified as a "RFT Clarification" and submitted in accordance with Section 1.7.

Where any ambiguity, discrepancy or inconsistency is found within the documents comprising this RFT, the Respondent will be deemed to have allowed in its Tender for the work constituting the greater expense.

10.28 Unauthorised communications

Communications (including promotional or advertising activities) with staff of Council or consultants assisting Council with the Tender Process are not permitted during the Tender Process. Nothing in this Section 10.28 is intended to prevent communications with staff of, or consultants to, Council to the extent that such communications do not relate to this RFT or the Tender Process.

Respondents must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tender Process in any way.

Unauthorised communications with such persons may, in the absolute discretion of Council, lead to disqualification of a Respondent.

10.29 Improper assistance

Respondents must not seek or obtain the assistance of employees, agents or contractors of Council or Council in the preparation of their Tenders or Detailed Tenders. In addition to any other remedies available to it under law or contract, Council may in its absolute discretion, immediately disqualify a Respondent that it believes has sought or obtained such assistance.

10.30 Anti-competitive conduct

Respondents and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation, content or lodgement of their Registration of Interest, Tender or Detailed Tender. In addition to any other remedies available to it under law or contract, Council may in its absolute discretion, immediately disqualify a Respondent that it believes has engaged in such collusive or anti-competitive conduct.

10.31 Complaints about Tender Process

If during the course of the Tender Process any person has any concerns in relation to probity, you should contact the Probity Auditor:

Jonathan Thomas
Moore Stephens Services Pty Ltd
Level 14, 607 Bourke Street
Melbourne 3000
Ph: 9614 4444

10.32 Information Documents

Council provides the Information Documents for the information only of the Respondent. Council does not warrant, guarantee or make any representation about the accuracy or adequacy of the Information Documents.

The Respondent must not rely on the accuracy or adequacy of the Information Documents in preparing its Tender or entering into any contract with Council. The Respondent must prepare its Tender and enter into any contract with Council based on its own investigations, information and assessments.

Council will not, insofar as is permitted by law, be liable under any Claim by the Respondent arising out of or in any way in connection with, the Information Documents.

10.33 Canvassing

10.33.1 Respondents must not approach or request any other person to approach:

- (a) any member of Council's staff; or
- (b) any Councillor of Council; or
- (c) any member of the Tender Evaluation Panel or those members' organisations; or
- (d) any advisor or expert assisting the Tender Evaluation Panel,

to:

- (i) solicit support for its Tender or Detailed Tender; or
- (ii) otherwise seek to influence the outcome of the Tender Process.

10.33.2 Council may, in its absolute discretion, immediately disqualify a Respondent who engages in conduct prohibited under Section 10.33.1.

10.34 Discretion

Where this RFT confers a discretion on Council, such discretion will be a sole and unfettered discretion.

10.35 Probity of Tender Process

Each Respondent (or an authorised representative of a Respondent) must complete and submit a statutory declaration in form included in the Registration of Interest Form.

10.36 Costs and Expenses

All costs, losses, expenses or damages incurred by the Respondent:

10.36.1 in the preparation and lodgement of its Registration of Interest, Tender or any Detailed Tender or otherwise;

10.36.2 in the course of the evaluation of its Registration of Interest, Tender or any Detailed Tender; or

10.36.3 as a result of contract negotiation and the selection process,

will be borne by the Respondent.

Part E – Definitions

11. Definitions

In this RFT, unless the context otherwise requires, the following words and expressions have the meanings set out below:

Addendum means any addendum to this RFT issued by Council during either Stage 1 or Stage 2 of the Tender Process;

Annexure means an Annexure to this RFT;

Associates means an employee, agent, contractor, licensee, consultant, invitee, client or customer of Council but does not include Council or a Respondent.

Best Value Principles means the principles set out in Section 208B of the *Local Government Act 1989 (Vic)*.

Claim includes any claim, action, demand, proceeding, suit or cause of action (including by way of defence, contribution or indemnity) which a Respondent may make or bring against Council or any of its Associates relating to any matter, fact, allegation or thing arising out of or in any way in connection with this RFT or the Project.

Closing Time for Stage 1a means the time for lodgement of Registrations of Interests in Section 6.1;

Closing Time for Stage 1b means the time for lodgement of Tenders in Section 6.2;

Conforming Detailed Tender means a Detailed Tender which is not a Non-Conforming Detailed Tender;

Conforming Tender means a Tender which is not a Non-Conforming Tender;

Contact Officer means the Contact Officer nominated on the cover page of this RFT, or any other person who is authorised to act in this role, as communicated by Council's Urban Strategy Manager;

Detailed Tender has the meaning given to this term in Section 5.1.4;

Environment means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factors of aesthetics;

FSBH has the meaning given to this term in Section 2.1.

Incorporated Document means the document set out in Annexure 3;

Information Documents means any documents that Council may, at its discretion, choose to provide to Respondents during the Tender Process;

Intellectual Property Rights means all statutory and other proprietary rights in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyrights (including future copyrights), confidential information, trade secrets, know-how, trade marks and all other rights in respect of intellectual property as defined Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967;

Lease means the lease to be entered into between Council and the successful Respondent to lease the Site.

Non-Conforming Detailed Tender means a tender which:

- (a) does not comply with a requirement specified in this RFT or in any Addendum issued during Stage 2; or
- (b) contains any qualifications, conditions, derogations, departures, caveats or other indications that the Preferred Respondent is not willing to perform the obligations arising out of the Project Agreement in strict accordance with the relevant Preferred Respondent's Tender;

Non-Conforming Tender means a tender which:

- (c) does not comply with a requirement specified in this RFT or any Addendum issued during Stage 1b; or
- (d) contains any qualifications, conditions, derogations, departures, caveats or other indications that the Selected Respondent is not willing to perform the obligations arising out of this RFT;

Notice of Acceptance of Detailed Tender means the notice referred to in Section 10.16;

Notice of Selection means the notice referred to in Section 10.11;

Notice of Short-listing means the notice referred to in Section 10.12;

Operator means the person or party appointed to undertake the Project under the Project Agreement;

Preferred Respondent has the meaning given to that term in Section 5.1;

Probity Auditor means the person referred to in Section 10.31;

Project has the meaning given to that term in Section 1.1;

Project Agreement means the agreement to be entered into between Council and the successful Respondent setting out the commercial terms upon which the Operator will undertake the design and construction of the FSBH and the terms upon which the Operator will operate and maintain the FSBH;

Registration of Interest means a registration of interest in carrying out the Project duly completed and executed by or on behalf of the Respondent and received by Council in accordance with this RFT;

Registration of Interest Form means the form attached as Part F to this RFT;

Respondent means a person who submits a Registration of Interest, Tender or a Detailed Tender as contemplated by this RFT;

Request for Tender or **RFT** has the meaning given to that term in Section 1.1 and includes any Addenda ;

Section means a paragraph of this RFT;

Selected Respondent has the meaning given to that term in Section 5.1;

Site means the land described and mapped as Schedule 3 to the Special Use Zone (SUZ3) in the Frankston Planning Scheme;

Stage 1a has the meaning given to that term in Section 5.1;

Stage 1b has the meaning given to that term in Section 5.1;

Stage 1 Fee has the meaning given to that term in Section 5.1;

Stage 2 has the meaning given to that term in Section 5.1;

Stage 2 Fee has the meaning given to that term in Section 5.1.7;

Tender means a tender for the carrying out of the Project duly completed and executed by or on behalf of the Respondent and received by Council in accordance with this RFT;

Tender Evaluation Panel has the meaning given to that term in Section 9.1;

Tender Process means has the meaning given to this term in Section 5.1.

Section 2 Respondent Information Statement

1. COMPANY AND CONTACT DETAILS	
Name	
ACN	
Date of Incorporation	
Address	
Telephone Number	
Facsimile Number	
Respondent Contact Name and Position/ Title	
Respondent Contact Details	

NOTE: If the Respondent comprises of more than one company, incorporated or unincorporated association, individual or partnership, the above information must be provided for each such company, incorporated or unincorporated association, individual or partnership along with an outline of each entity's proposed involvement in the Project.

NOTE: All information supplied will be treated by Council as strictly confidential. Details provided should be as current as possible.

Section 3 Relevant Experience

Relevant experience in the development and operation of harbours, marinas, hotels, entertainment facilities or other commercial developments of the scale and nature of the Project.			
PROJECT	CONTRACT AMOUNT	DATE OF COMPLETION	NAME AND CONTACT DETAILS OF THE ENGAGING BODY

Annexure 1 Evaluation Criteria

STAGE 1a EVALUATION CRITERIA

Relevant experience in the development and operation of harbours, marinas, hotels, entertainment facilities or other commercial developments of the scale and nature of the Project.

STAGE 1b EVALUATION CRITERIA (IN ORDER OF IMPORTANCE)

<p>1. Financial viability of Respondent (Pass/Fail)</p> <ul style="list-style-type: none"> ▪ audited financial statements for past 3 years. ▪ 5 year forward look at financial commitments & capital works projections. ▪ ability to fund the project - demonstrated viable financial model. ▪ expected profit margins derived from development / operating phases. ▪ other competing capital program demands.
<p>2. Experience in harbour/marina development (works quality)</p> <ul style="list-style-type: none"> ▪ years of experience in harbour / marina development ▪ number, type and location of facilities involved in ▪ evidence of design excellence, approval / accreditation in the field. ▪ organisational structure - staff expertise / specialist support. ▪ evidence of Environmentally Sustainable Development experience in a harbour/marina context
<p>3. Experience in harbour/marina operations (management quality)</p> <ul style="list-style-type: none"> ▪ management structure - staff expertise / specialist support ▪ previous experience in facility operations and type of facilities. ▪ benchmarking - client, staff and public satisfaction. ▪ principles & practice relating to occupational health and public safety. ▪ experience in dealing with public issues and complaints.
<p>4. Capacity of Team (compliance with planning scheme)</p> <ul style="list-style-type: none"> ▪ to properly address all environmental impacts including use of scientific modelling. ▪ to achieve excellence in design using best practice ESD which complements the all-round visual effect of this iconic coastal location. ▪ to develop a signature building and complex of high architectural quality which effectively connects with the Frankston foreshore and CAD. ▪ to undertake project impact assessments in compliance with the Planning Scheme.
<p>5. Ability to deliver completed project on time</p> <ul style="list-style-type: none"> ▪ development of a project plan timeline including staging, demonstrating ability to complete on an agreed time-frame including public facilities (eg. ramps/parking). ▪ evidence of past record with project delivery.
<p>6. Consultation processes with Council & Technical Reference Group</p> <ul style="list-style-type: none"> ▪ degree of acceptance of Council's documented commercial principles for the Project. ▪ capacity to establish an ongoing positive relationship with the Technical Reference Group. ▪ demonstrate processes for dealing with community issues, interests and concerns raised. ▪ evidence of engaging with local communities in development /operation of facilities which demonstrates good corporate citizenship

STAGE 2 EVALUATION CRITERIA (IN ORDER OF IMPORTANCE)

<p>7. Protection of the Environment (Pass/Fail)</p> <p>Sensitivity to the iconic coastal site location, its visibility, exposure and other environmental complexities including the imperative of preserving the integrity of Frankston beaches and scientific modelling to address all environmental impacts and prove design integrity.</p>
<p>8. Excellence in design</p> <p>Recognition of the outstanding design imperative, as viewed from all points incorporating building form of high architectural quality, environmentally sustainable initiatives, a signature complex which strengthens links with Frankston foreshore and CAD and an attractive public realm designed as a destination point for the enjoyment of city residents and visitors beyond the boating community.</p> <p>Demonstrated vision, philosophy and capacity to respond to the Planning Scheme Challenges, Opportunities and Imperatives relating to the Frankston Safe Boat Harbour Project through the provision of:</p> <ul style="list-style-type: none"> ▪ Concept Plans in accordance with the requirements of Clause 3.1 of the Planning Scheme Incorporated Document; ▪ a development program; ▪ indicative capital outlays, operating costs and rental offer; ▪ critical commercial terms / conditions of the Project Agreement / Lease (to be negotiated).
<p>9. Engineering Quality</p> <p>Demonstrate proposed methods of assessment to ensure structural sufficiency and environmentally sustainable outcomes for all engineering construction methods and works.</p>
<p>10. Risk Assessment of Project</p> <p>Methods proposed to identify and assess the scope and scale of potential risks of the project such as financial viability, ongoing management of maintenance.</p>
<p>11. Project Agreement</p> <p>Willingness to execute a Project Agreement in accordance with Council's documented commercial principles for the Project, negotiated in terms and conditions acceptable to Council.</p>
<p>12. Community benefits Adding Value</p> <p>Access policy for the new facilities - especially relating to Frankston residents.</p> <p>Demonstrate proposed response to local demand for wet & dry berths.</p> <p>Other community benefits including financial benefits to the community and corporate citizenship.</p>

Note: *In addition to the Stage 2 criteria, Stage 1 criteria for the Preferred Respondents will also be considered.
 *Items 1 in the assessment of Stage 1 and 2 are "Pass/Fail" criteria. If a fail is recorded in these areas, the other criteria will not be assessed.
 * The sub-points identified by square bullet points are not listed in any order of importance and are indicative of matters that may be considered relevant to each criteria. The criteria are shown in bold font and numbered in order of importance (highest (no 1) to lowest).

Annexure 2 Frankston Planning Scheme

(Extracts)

Annexure 3 Incorporated Document

Frankston City Council June 2008