

# REQUEST FOR EXPRESSIONS OF INTEREST

CT000786:  
LEASE FOR CAFÉ OPERATION –  
OLD CHEESE FACTORY

**Expressions of Interest close 25 August 2022 at 5:00PM AEST**

Site Visits:

By appointment, please contact Kristy Pole, Site Coordinator at  
[kpole@casey.vic.gov.au](mailto:kpole@casey.vic.gov.au)

## Part A: Introduction

### 1. Contents

- 1.1 This Request for Expressions of Interest (**EOI**) is for the lease of the Old Cheese Factory Café at 34 Homestead Road Berwick, VIC 3806. It may be amended by Casey City Council via Addenda issued in accordance with **paragraph 9 of this Part A**. It comprises the following parts:

Part A: Introduction

Part B: Conditions of Submission

Part C: Returnable Schedules

Part D: Specification

- Attachment 1: Café Plan
- Attachment 2: 2022 Events Calendar
- Attachment 3: COVIDSafe Plan

Part E: Information Only Documents

Part F: Draft Lease

### 2. Expressions of Interest Process Timetable

- 2.1. The indicative timetable for the EOI process is set out below. Council reserves the right to amend the indicative timetable from time to time at its discretion:

|  |  |
|--|--|
| Request for EOI opens  | 23 June 2022   |
| Site visits  | By appointment, <a href="mailto:kpole@casey.vic.gov.au">kpole@casey.vic.gov.au</a> |
| Request for EOI closes   | Wednesday 25 August 2022   |
| Evaluation period  | Late August – mid September 2022   |
| Lease agreement is awarded<br>(Council determination, if applicable) | September 2022   |
| Lease commencement   | 1 October 2022   |

### 3. Definitions

- 3.1 In this Request for Expressions of Interest, unless stated expressly otherwise, terms defined in the Draft Lease have the same meaning in this Request for Expressions of Interest as they do in the Draft Lease and:

- a) **Addenda** means an addenda to this Request for Expressions of Interest issued by Council pursuant to **paragraph 9 of Part A**;

- b) **Closing Date and Time** means the date and time described in **paragraph 5 of Part A** of this Request for Expressions of Interest, as adjusted by Council from time to time;
- c) **Confidential Information** means commercially confidential information in an Expression of Interest relating to trade secrets of the Interested Tenant or other matters of a business, commercial or financial nature;
- d) **Conforming Submission** means an Expression of Interest submitted pursuant to this Request for Expressions of Interest which:
  - i. complies, and is submitted in accordance with, the requirements of this Request for Expressions of Interest; and
  - ii. only contains Departures submitted in accordance with Returnable Schedule 2;
- e) **Council** means Casey City Council;
- f) **Departure** means a legal, commercial or technical qualification, condition, qualification, clarification or caveat to the Draft Lease, the Specification or any other Request for Expressions of Interest document in an Expression of Interest submission or any other indication that the relevant Interested Tenant is not willing to comply with the Draft Lease and Specification;
- g) **Draft Lease** means the draft form of the Lease agreement set out in **Part F**;
- h) **Expression of Interest** means a submission for the lease of the premises submitted by the Interested Tenant pursuant to this Request for Expressions of Interest;
- i) **Interested Tenant** means a person or entity invited by Council to submit an Expression of Interest pursuant to this Request for Expressions of Interest, who must be the person or entity who would be signing the Lease should it be successful in the Request for Expressions of Interest process.
- j) **Lease** means the contract to be created between Council and the successful Interested Tenant (if any), as constituted by the Draft Lease, subject to any agreed negotiations;
- k) **Non-Conforming Submission** means an Expression of Interest which:
  - i. does not comply with, or is not submitted in accordance with, the requirements of this Request for Expressions of Interest; or
  - ii. contains Departures in contravention of this Request for Expressions of Interest or which are not submitted in accordance with Returnable Schedule 2;
- l) **Part** refers to a part of this Request for Request for Expressions of Interest;
- m) **Post Request for Expressions of Interest Activities** means any one or more of the activities referred to in **paragraph 6 of Part B** of this Request for Expressions of Interest;

- n) **Request for Clarification** has the meaning given in **paragraph 8.1 of Part A**;
- o) **Request for Expressions of Interest** has the meaning given in **paragraph 1 of Part A**;
- p) **Returnable Schedules** means the document so named to be completed in full by the Interested Tenant, as set out in **Part C** of this Request for Expressions of Interest;
- q) **Specification** means any drawings, specifications, scope of services, brief and/or any other document or documents which are set out or described in **Part D**;
- r) **Value for Money** has the meaning given in Council's Procurement Policy at [www.casey.vic.gov.au](http://www.casey.vic.gov.au).

#### 4. Invitation to Express Interest

- 4.1 Casey City Council (**Council**) is seeking Expressions of Interest from suitably qualified and experienced cafe operators (**Interested Tenants**) to lease and operate a café in the Homestead Space at the Old Cheese Factory (the **Premises**).
- 4.2 It is expected that the successful Interested Tenant will provide quality food and beverage offerings in line with industry best practice that are responsive to the needs of the City of Casey community and reflect the community's vision for this historic site.

##### 4.2.1 Council's Objectives

Council's principal objectives are to:

- a) secure a financially reliable and experienced hospitality Tenant to conduct the business of a café from the Premises and provide a vibrant, accessible and attractive food destination for locals and visitors that will contribute to the activation the OCF;
- b) ensure the continued operation of the Café from the OCF; and
- c) ensure that the Tenant delivers a high-quality service to the public.

To assist Council in achieving these objectives, the Tenant must:

- d) offer a variety of food and beverage offerings to the public;
- e) offer a range of menus and hamper packages, service styles and price points to reflect the various customer requirements; and
- f) provide a full complement of trained staff required to deliver the café services from the Premises.

#### 5. Expressions of Interest Closing Date and Time

- 5.1. The Closing Date and Time for this Request for Expressions of Interest is Thursday 25 August 2022 at 5:00PM Australian Eastern Standard Time (AEST) (**Closing Date and Time**).
- 5.2. Council will generally not accept late submissions.

#### 6. Not Used

## 7. Lodgement of Expressions of Interest

7.1. Expressions of Interest must be lodged via Council's Casey Conversations portal

<https://conversations.casey.vic.gov.au/expressions-interest-operate-cafe-old-cheese-factory>

by the Closing Date and Time in accordance with **paragraph 7 of Part B**.

7.2. Expressions of Interest submitted by any other means will not be considered.

## 8. Enquiries

8.1. All enquiries, requests for clarification or further information that the Interested Tenant may wish to raise connected with this Request for Expressions of Interest (**Requests for Clarification**) must be lodged in writing to [kpole@casey.vic.gov.au](mailto:kpole@casey.vic.gov.au).

8.2. Any Requests for Clarification must be submitted at least six (6) days prior to the Closing Date and Time.

8.3. Council will not in any circumstance be obliged to respond to a Request for Clarification, regardless of when it is received.

8.4. A Request for Clarification and any response of the Council may be communicated equally to all Interested Tenants via an Addendum.

## 9. Addenda

9.1. Council may issue written Addenda to Interested Tenants for the purposes of:

- a) clarifying, amending or varying any aspect of this Request for Expressions of Interest (including the Draft Lease and Specification); or
- b) issuing additional information or documents.

9.2. Addenda issued by Council will automatically become part of this Request for Expressions of Interest and must be complied with by the Interested Tenant.

## 10. Site Inspection

10.1. Interested Tenants may wish to attend a site inspection. Interested Tenants must register their interest to attend a site inspection by emailing [kpole@casey.vic.gov.au](mailto:kpole@casey.vic.gov.au), and in their email indicate a preferred day and time and provide the details of attendees.

## 11. Details and Term of the Lease

11.1. The table below sets out a high-level summary of the Lease for which Interest Tenants are to be submitted pursuant to this Request for Expressions of Interest. Interested Tenants should

carefully review the Draft Lease, the Specification and any Addenda before forming their own view as to the meaning of the Draft Lease.

|                    |               |
|--------------------|---------------|
| Initial Lease Term | 5 years       |
| Further Lease Term | 5 years       |
| Rental             | Market rental |

## 12. Not Used

## 13. Information Only Documents

- 13.1. Any documents or information set out or described in **Part F** (which will be deemed to include any bill of quantities, any geotechnical investigations or other reports relating to the site and any other documents or information which are not expressly stated in the Draft Lease) have been provided to Interested Tenants for information purposes only. Council makes no representation or warranty as to the relevance, accuracy or completeness of any such information. Interested Tenants are required to undertake their own investigations and satisfy themselves as to the relevance, accuracy and completeness of such information.
- 13.2. Without limiting the general nature of the previous paragraph, any geotechnical investigations or other site-related reports set out or described in **Part E** are provided to Interested Tenants in good faith to assist Interested Tenants to assess site conditions. The information has been obtained from investigations and testing carried out by competent personnel and it is considered to be a true record of the investigations and tests conducted. The investigations relate only to the specific test sites as shown in the relevant document. Interested Tenants are advised that sub-surface conditions at a test site may vary between test sites, at depths below which testing has been carried out and also with climatic conditions. It is the Interested Tenant's responsibility to interpret and assess the accuracy and relevance of the information and interpretations provided and whether additional testing needs to be carried out and to pay for any such further testing. Interested Tenants are advised to consider seeking an independent evaluation before submitting an Expression of Interest.

## Part B: Conditions of Submission

The purpose of the Conditions of Submission is to provide instructions to Interested Tenants regarding the preparation and submission of Expressions of Interest.

### 1. Interested Tenants to Inform Themselves

- 1.1. Without limiting the general nature of **paragraph 10 of Part A**, it is recommended that each Interested Tenant inspect relevant premises, examine this Request for Expressions of Interest, consider the information contained therein and make any relevant enquiries before submitting its Expression of Interest. Council will not entertain any claim whatsoever on account of a failure to do so.

### 2. Form of Submission

- 2.1. Expressions of Interest must be submitted using the Returnable Schedules template provided in **Part C** of this Request for Expressions of Interest, together with all supporting documentation required, in accordance with these Conditions of Submission. The Returnable Schedules must all be completed as required and include all the supporting documentation required. Failure to comply may result in the rejection of the Expression of Interest. Supporting documentation submitted with the Expression of Interest should clearly indicate the Returnable Schedule number to which it relates.
- 2.2. Additional information must be submitted, if requested or required by Council. Each additional sheet should be numbered and labelled to show the Returnable Schedule number and relevant section to which it refers.

### 3. Non-Conforming Submissions

- 3.1. Interested Tenants are required to submit a Conforming Submission.
- 3.2. Council is not obliged to consider a Non-Conforming Submission and reserves the right either to consider or reject a Non-Conforming Submission in its absolute and unfettered discretion.

### 4. Authority to Enter into the Lease

- 4.1. Each Interested Tenant should ensure that its Expression of Interest is lodged on the basis that it is an unconditional offer and, to the extent reasonably possible, obtain any necessary approvals, consents or authorisations to enable it to enter into the Lease on an unconditional basis.

### 5. Rectification or Alteration of Expressions of Interest

- 5.1. The Interested Tenant must immediately notify Council in writing should it:
  - a) identify any error or omission in its submitted Expression of Interest; or
  - b) wish to alter its Expression of Interest.
- 5.2. The Interested Tenant may only amend its Expression of Interest pursuant to this paragraph if Council gives its written permission to do so, and this permission may be conditional.

## 6. Post Request for Expressions of Interest Activities

- 6.1. Without limiting any other provision of this Request for Expressions of Interest, after receipt of an Expression of Interest Council may, with respect to any one or more of the Interested Tenants, do any one or more of the following:
- a) accept one or more Interest Tenants, whether a Conforming Expression of Interest or a Non-Conforming Expression of Interest;
  - b) seek clarification or request that an Interested Tenant submit additional information concerning its Expression of Interest;
  - c) conduct interviews, workshops or request presentations;
  - d) undertake its own research regarding an Interested Tenant and/or information contained in an Expression of Interest;
  - e) undertake negotiations with one or more Interested Tenants;
  - f) shortlist one or more of the Interested Tenants to proceed to negotiation (without going through a 'best and final offer' stage);
  - g) undertake reference and/or referee checks and any other due diligence checks it deems appropriate or necessary;
  - h) reject any or all of the Expressions of Interest or disqualify an Interested Tenant (without giving reasons for so doing);
  - i) cease, suspend or defer the Expressions of Interest process which is the subject of this Request for Expressions of Interest;
  - j) require that the Interested Tenant attend any other forums Council considers necessary to evaluate or clarify the Expression of Interest;
  - k) terminate the participation of any Interested Tenant in the Request for Expressions of Interest process which is the subject of this Request for Expressions of Interest;
  - l) call for Expressions of Interest from new Interested Tenants pursuant to the Request for Expressions of Interest process which is the subject of this Request for Expressions of Interest, or call for new Expressions of Interest should it discontinue the Request for Expressions of Interest process which is the subject of this Request for Expressions of Interest (in which event Council will not be obliged to invite the Interested Tenant to participate in any new Expression of Interest process); and/or
  - m) proceed with the lease of the premises by an arrangement other than that proposed by this Request for Expressions of Interest,

### **('Post Request for Expressions of Interest Activities').**

- 6.2. Council is not obliged to disclose or provide an Interested Tenant with details or information obtained by Council as a result of the conduct of any Post Request for Expressions of Interest Activities.

## 7. Lodgement and Electronic Submission

- 7.1. Interested Tenants must be lodged electronically at

<https://conversations.casey.vic.gov.au/expressions-interest-operate-cafe-old-cheese-factory>

by the Closing Date and Time and in line accordance with the terms and conditions displayed on Casey Conversations..

- 7.2. The total upload file size must not exceed 30 Mb.
- 13.3. Responsibility for lodgement of the Expression of Interest rests solely with Interest Tenants. Council will not accept responsibility for Expressions of Interest lodged incorrectly. Council will generally not accept late Expressions of Interest.
- 7.3. Expressions of Interest being submitted through Casey Conversations that have commenced to be uploaded, but have not completed upload, will be automatically cut off by the Casey Conversations system at the Closing Date and Time and excluded from consideration.
- 7.4. Interested Tenants may contact City of Casey if experiencing difficulties lodging responses:
- City of Casey Customer Service  
Telephone: 9705 5200

## **8. Confidentiality in the Request for Expressions of Interest**

- 8.1. This Request for Expressions of Interest and any information disclosed to the Interested Tenant in connection with this Request for Expressions of Interest (Confidential Information) is confidential to Council and must not be disclosed by the Interested Tenant to any third party without the prior written agreement of Council, except to the extent that such disclosure is necessary in order for the to prepare its Expression of Interest.
- 8.2. The Interested Tenant must immediately on Council's request, either:
- a) deliver to Council all Confidential Information (and all changes to, reproductions of, extracts from and notes regarding the Confidential Information, in any form); or
  - b) destroy the Confidential Information and, if it is in the form of computer software, erase it from the magnetic media on which it is stored so that the Confidential Information is incapable of being revived; and
- provide a statutory declaration to Council that all Confidential Information has been delivered or destroyed in accordance with this paragraph.
- 8.3. This paragraph will not apply to the extent of any inconsistency with any legal requirement.
- 8.4. Interested Tenants may be required to execute a Deed of Confidentiality.

## **9. Confidentiality in Expressions of Interest**

- 9.1. An Expression of Interest submitted by the Interested Tenant must clearly and expressly identify any Confidential Information. Subject to this paragraph, Confidential Information will be treated as confidential by Council.
- 9.2. By submitting an Expression of Interest the Interested Tenant acknowledges and agrees, and is deemed to acknowledge and agree, that any Confidential Information may be disclosed by Council to third parties for any one or more of the following purposes:

- a) as required by law;
- b) for the purposes of an investigation by any government authority having relevant jurisdiction;
- c) to external advisers and consultants of Council engaged to assist in the evaluation of the Expression of Interest or in connection with the Lease;
- d) to the extent required by any government authority, agency, body or department; and
- e) to the extent otherwise expressly stated in this Request for Expressions of Interest.

## **10. Canvassing of Councillors or Officers**

- 10.1. The Interested Tenant, its employees or consultants must not approach, or request any other person to approach, any Councillor, member of Council's staff or consultant engaged by Council:
  - a) to solicit support for its proposal; or
  - b) otherwise seek to influence the outcome of the Request for Expressions of Interest process.
- 10.2. The Interested Tenant will, to the extent practicable and reasonable, avoid socialising with Councillors or members of Council's team evaluating the Expressions of Interest and, where such socialising occurs, refrain from discussing its Expression of Interest or the project.
- 10.3. The Interested Tenant will direct all communications during the Request for Expressions of Interest process to Council in written form in line with Clause 8 (Enquiries) of Part A.
- 10.4. Canvassing of Councillors, Council officers or any employees of the City of Casey will disqualify the Interested Tenant.

## **11. Acceptance, Rejection and Clarification of Expressions of Interest**

- 11.1. Failure to meet these Conditions of Submission may result in the Interested Tenant being rejected in Council's absolute and unfettered discretion.
- 11.2. Interested Tenants may be contacted during the assessment period and be requested to provide further information or clarifications on their Expression of Interest. Interested Tenants must promptly respond to requests for clarification or for further information within 24 hours of Council's request, or such other time as Council shall allow.
- 11.3. Council reserves the right to accept or reject any Expression of Interest and will not enter into any correspondence regarding unsuccessful Expressions of Interest.

## **12. Presentations and/or Interview of Interested Tenants**

- 12.1. Council reserves the right to invite Interested Tenants for interview or to deliver presentations further to their Expression of Interest submission.
- 12.2. The Evaluation Panel may shortlist a number of Expressions of Interest who may be required to attend an interview. At the interview the shortlisted Interested Tenants will have the opportunity to present further information and details in support of their Expression of Interest at such interview, although Interested Tenants will not be entitled to materially alter their Expression of

Interest or introduce materially new information which was not the subject of their Expression of Interest without the approval of Council (which may be given or withheld in Council's absolute unfettered discretion).

12.3. Shortlisted Interested Tenants will be advised as soon as reasonably possible after the Closing Date and Time if they are required for interview.

### **13. Not Used**

### **14. Child Safe Standards**

14.1. Casey City Council has a zero-tolerance of child abuse and is committed to creating and maintaining a child safe and child friendly organisation where all children are valued and protected from abuse.

14.2. As a Child Safe organisation, Council reviews all Tenants and contractors who are undertaking work on behalf of Council that may involve direct or incidental contact with children. This is to ensure that all Tenants and contractors are aware and practice child safety.

14.3. Council's Child Safety Policy is available on Council's website at <https://www.casey.vic.gov.au/sites/default/files/2019-06/Child%20Safety%20Policy%20-%20Council%20Endorsed%20-%20Policy.pdf>

14.4. More information on the *Standards and the Reportable Conduct Scheme* information can be found on the *Commission for Children and Young People* website at <https://ccyp.vic.gov.au/child-safety/>

### **15. Goods & Services Tax (GST)**

15.1. Any prices or rates nominated in an Expression of Interest are inclusive of all expenses of the Interested Tenant, insurance, duties, imposts and taxes which shall be paid by the successful Tenant, but are exclusive of any GST.

### **16. Not Used**

### **17. Not Used**

### **18. Expression of Interest Submission Requirements**

18.1. Interested Tenants must submit the following as part of their Expression of Interest:

- a) fully completed Returnable Schedules;
- b) copies of Insurance Certificate of Currency; and
- c) any additional information detailed in this Request for Expressions of Interest.

### **19. Evaluation and Selection Criteria**

19.1. Expressions of Interest received shall be assessed at the absolute discretion of Council.

19.2. Expressions of Interest received will be assessed in accordance with the selection criteria outlined in this **paragraph 19 of Part B**.

19.3. Responses to the below Returnable Schedules will be scored against predetermined selection criteria. Council reserves the right to take into account any other matters which it considers appropriate to do so in the circumstances (in its absolute and unfettered discretion).

19.4. The Evaluation Panel will evaluate Expressions of Interest according to the following Tables 1 to 3:

**Table 1: Conformity Assessment Criteria**

| Criteria  | Returnable Schedule Source   |
|---|--|
| The Interested Tenant has satisfactorily completed Schedules 1, 2 and 3 | Schedule 1: Interested Tenant Declaration Form<br>Schedule 2: Statement of Conformance<br>Schedule 3: Receipt of Addenda |

**Table 2: Mandatory Assessment Criteria**

| Criteria  | Returnable Schedule Source  |
|---|---|
| The Expression of Interest complies with Council's requirements relating to these Schedules (Pass/Fail) | Schedule 4: Financial and Risk Assessment<br>Schedule 5: Child Safe Standards<br>Schedule 6: Insurances and Certification |

**Table 3: Qualitative and Quantitative Assessment Criteria**

| Criteria   | Returnable Schedule Sources   |
|--|---|
| Financial return and long-term financial benefits to Council                               | Schedule 7: Business and Financial References<br>Schedule 8: Community Benefit Plan                   |
| Relevant experience of the Interested Tenant in delivering similar projects                | Schedule 9: Expression of Interest Methodology and Plans<br>Schedule 10: Relevant Experience          |
| The proposed café offerings, taking into account quality, price and suitability to the OCF | Schedule 11: Details of Lease Terms<br>Other Value for Money considerations (at Council's discretion) |

## 20. Lease Award

20.1. The decision to award a Lease will be made by Council. Council will award the Lease on the basis of Value for Money for the community. Council may also have regard to other factors impacting on the best quality and Value for Money outcomes.

20.2. All Interested Tenants will be notified in writing of the outcome of the Request for Expressions of Interest process. Council's decision is final and Council will not enter into correspondence about its decision.

## **21. Complaints Handling Process**

- 21.1. Council will promptly deal with complaints about its Request for Expressions of Interest process. A complaint will be recorded in writing and the complainant given an opportunity to discuss their complaint with the Chief Executive Officer or a delegated senior officer.

## **22. Lease Execution**

- 22.1. Neither the issue of this Request for Expressions of Interest, participation in the Request for Expressions of Interest process which is the subject of this Request for Expressions of Interest, submission of an Expression of Interest, selection as a 'successful' Tenant nor any other representation by Council or any agent or representative of Council, will give rise to the formation of a Lease (express or implied) between the Tenant and Council until such time as a binding Lease is formally executed by them.
- 22.2. Council is not obliged to enter into any pre-execution negotiations with a 'successful' Tenant. If selected as a 'successful' Tenant, the Interested Tenant must be prepared to execute the Lease (subject only to any non-conformances documented in Returnable Schedule 2 agreed with Council).
- 22.3. Should a 'successful' Tenant fail to execute the Lease within 14 days (or such extended period as may be agreed by Council in writing) after being requested by Council in writing to do so, then Council may, at any time thereafter by written notice to the Interested Tenant withdraw the Interested Tenant's selection as 'successful' Tenant. After the giving of such notice, Council may proceed to select another 'successful' Tenant and/or do any one or more of the Post Request for Expressions of Interest Activities.

## **23. Disclaimer and Liability**

- 23.1. To the full extent permitted by law, by submitting an Expression of Interest the Interested Tenant:
- a) warrants that it has not relied on any express or implied statement, warranty or representation (whether oral, written or otherwise) made by or on behalf of Council; and
  - b) acknowledges and agrees that:
    - i Council does not warrant, guarantee, assume any responsibility or duty of care for, and has not made any representation or warranty in respect of, the Request for Expressions of Interest or its subject matter (including as to its accuracy, adequacy or completeness); and
    - ii it is not entitled to make, and releases Council from, any claim arising out of or in connection with the Request for Expressions of Interest or any omission or failure by Council or any agent or representative of Council to provide any other information to the Interested Tenant.

## **24. Legislative and statutory requirements**

- 24.1. Prior to entering into a lease for the Premises, Council will be required to carry out a community consultation process in relation to its intention to grant the lease under section 115 of the *Local Government Act 1989* and consider any submissions made as part of the consultation and then determine whether or not to proceed with the lease. Until Council complies with these provisions Council cannot make any commitment that it will lease the Premises.

- 24.2. Council will require the consent of the Minister responsible for the administration of the Crown Land Reserves Act before entering into a lease
- 24.3. If the term of the lease is less than five years then the Interested Tenant must request the Small Business Commissioner to give a certification specified in section 21(5) of the *Retail Leases Act 2003* and must give to Council a written notice waiving the application of section 21 of that Act to the lease at the same time as providing the certificate to Council.

## **25. No fettering of Councils powers**

- 25.1. Nothing in this Request for Expressions of Interest document shall fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the Premises or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Premises or the issue of a statement of compliance in connection with any such plans.

## **26. Costs**

- 26.1. Interested Tenants will be responsible for all costs associated with making and submitting their Expression of Interest under this Request for Expressions of Interest.

## Part C: Returnable Schedules

The Returnable Schedules are attached to this Request for Expressions of Interest in the document named “Returnable Schedules”.

## Part D: Specification

### 1. Background

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The Old Cheese Factory (OCF) site comprises 25 acres and provides a unique range of services, venues and grounds for hire, celebratory functions, picturesque gardens and heritage buildings.

The OCF was first managed and developed as a community facility from 1984 to support the historic buildings, gardens and needs of the local community. Council assumed management of the site in July 2011, with the site subsequently being established as a reputable community facility continuing to grow in use and popularity, as indicated by the rapidly growing attendance numbers over time.

The Homestead Café located at the OCF (“the Café”) was previously operated by Council, however in September 2020 a decision was made to close the Café as it was considered to be outside of Council’s core business.

While it was run in-house, the Café was popular with regular social groups, tourists and visitors to the OCF. The historical pattern shows that annually, the peak months were over the summer months. The OCF grounds and Premises plan are shown in **Part D**, Attachment 1 (Café Plan).

#### 1.1 Opportunity

The Café offers an opportunity for a hospitality provider to operate a fully independent café located in a premium site, which can build on Council’s previous operation and goodwill developed and gain additional benefits from integration with the adjoining OCF offerings.

Council’s key intention is for the Café to contribute to the greater activation of the OCF and to offer a space where people can meet, relax and enjoy good food and coffee.

Council also provides a number of functions and events at the OCF. The opportunity also exists for the successful Interested Tenant to provide catering to such events. The volume and variety of catering services will be determined by the users and hirers of the OCF event spaces but may include breakfasts, lunches, conferences, weddings and birthday parties.

The Café offering should have particular regard (but not limited) to:

- High quality, freshness and visual presentation of products/services;
- High quality food that is healthy, sustainable and fresh;
- Originality of concept – demonstration that the activity has a strong point of difference.
- Broad market opportunity and audience appeal.
- Innovation and diversity of offering.
- Creativity and local distinctiveness.
- Locally based enterprises and ventures.
- Convenience products and services.
- High quality design and appearance.
- Demonstrated level of business success, supported by financial documentation.

The Interested Tenants should note that the operation of the Café services is affected by seasonal influences and that Council has given no undertaking as to the profit to be received by the successful Tenant.

## 1.2 Program of Events

There is a substantial events calendar planned for 2022 (subject to Covid-related restrictions). A copy of the current events calendar is attached at **Part D**, Attachment 2 (2022 Events Calendar). Council officers are working to increase activation following the effects of Covid restrictions. The events calendar is designed to increase activation at the site and would support the uptake of food and beverages offered by the successful Tenant at the Café.

Along with programmed events, there are also regular hirers and Tenants at the broader OCF site, including arts and woodworkers' groups.

## 2. Café Offering

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The successful Tenant will be required to supply and manage all components of the café services at their cost, including:

- Staff – recruitment, training and management;
- Menus and event promotional collateral;
- Food and non-alcoholic beverages;
- Coffee machine;
- Cleaning of the licenced areas as specified;
- Catering equipment, crockery, cutlery and glassware, as required;
- Uniforms;
- Reporting, as specified;
- All food service equipment necessary to deliver the services;
- All other consumables, disposables / paper goods and chemicals as required to meet the requirements of the café service;
- Management expertise and any relevant software required for the management and delivery of the café service.

### 2.1 Hours of Operation

The OCF rooms and grounds are available for hire from 8:30am to 12:00am. The office is open 7 days a week from 10:00am to 4:00pm. Staff are generally on site from 7:30am to 4:30pm.

It is anticipated that the Café will operate 7 days a week between 9:00am and 4:00pm weekdays and 8:30am to 5:00pm on weekends, as well as opening in conjunction with other events which attract people to the area, such as markets at the OCF.

However, the successful Tenant will be free to determine their own pattern of trading hours with maximum hours being 7:00am to 10:00pm Monday through to Sunday.

### 2.2 Menu and Food Offering

The opportunity is to successfully provide a vibrant, accessible and attractive food and relaxation destination for locals and visitors, looking to enjoy a place to meet for meals, snacks, takeaway coffee, cake or a picnic hamper.

The Café must include high quality coffee and tea as well as cold drinks, lunches, confectionery and cakes. The offering must be affordable and include healthy options.

Council would be prepared for the successful Tenant to apply for a liquor license.

The Café is registered as a Class 2 Kitchen. The successful Tenant will need to comply with all health regulations and laws and must manage and deliver food safety in accordance with the *Food Act 1984*.

The Interested Tenant acknowledges that there is no grease trap so no deep-fried food can be cooked on site.

### **2.3 Environmentally Friendly Practices**

The successful Tenant will be required to integrate environmentally friendly practices in the Café operations, including but not limited to:

- Reusable crockery and keep cups;
- Reduced single serve items such as tomato sauce;
- Providing straws on request;
- Composting, where possible;
- Recycling and using recycled products; and
- Green option cleaning products.

### **3. Existing Fixtures and Fittings**

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- Some crockery and utensils remaining from the Council café operation;
- Two ovens – one commercial, one domestic;
- Cake display fridge – small;
- Cake display fridge – large;
- Bar freezer x 2;
- Commercial dishwasher;
- Single glass door fridge;
- Double glass door fridge;
- Microwave;
- Bar fridge; and
- Single door freezer domestic freezer.

### **4. COVIDSafe Plan**

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The successful Tenant must comply with Council's COVIDSafe Site plan – attached in Attachment 3 is the current version, however this may change over time.

The Victorian Government restrictions are still in place to help slow the spread of COVID-19. This has implications for the use and operation of the Facility and OCF. Please stay up to date with current information at <https://www.coronavirus.vic.gov.au/how-we-work-current-restrictions> as it is the successful Tenant's responsibility to comply with these restrictions and the Victorian Government patron density quotient and social distancing requirements.

The successful Tenant must follow directions set out by the Chief Health Officer and the Department of Health and Human Services relating to COVID-19.

The successful Tenant must hold and enforce a COVIDSafe Plan for the operation of the Café. The Council does not endorse or approve measures outlined in any COVIDSafe Plan provided. The successful Tenant must update its COVIDSafe Plan from time to time to align with Government directions and restrictions.

## 5. Cleaning, Repairs and Maintenance

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The successful Tenant is responsible for the cleaning of the Premises, including the supply of all chemicals and cleaning equipment, and must develop a cleaning schedule for the Premises.

The structure of the building cannot be altered in any way, it must remain as close to its original state as possible. Council is responsible for undertaking all emergency works, scheduled repairs and maintenance at the building and the successful Tenant must immediately report all maintenance issues requiring attention to the Council OCF office for Building Maintenance. The cost of building maintenance carried out to the Premise will be passed on to the Tenant, except for capital and structural maintenance as provided in the *Retail Lease Act*.

## 6. Waste Removal

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The Café has both general waste and recycle wheelie bins available for use by the successful Tenant. Waste must be collected and managed by the successful Tenant economically and efficiently to reduce waste generation.

The successful Tenant must move the bins to the designated collection point once full. The Site also has a compost heap that can be used for any appropriate food waste.

## 7. Utilities

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Utility usage charges will be paid by the successful Tenant at a flat rate. The current charges are as follows but will be increased annually in line with increases in the statutory charges:

- Water usage: \$60 per month
- Electricity usage: \$100 per month
- Gas usage: not applicable

## 8. Storage

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The successful Tenant must not use the Café area for the storage of any equipment or food. The successful Tenant may use the adjoining building, as shown in **Part D**, Attachment 1 (Café Plan), for such storage. Council will not take any responsibility for the safekeeping of the successful Tenant's equipment or stock.

## 9. General Conditions

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- (a) The OCF is Crown land and Council acts as the land manager. Council will offer a lease for a term of 5 years with an option for a further 5 years to operate the café at the OCF.
- (b) A draft lease is attached as Attachment F.
- (c) The successful Tenant must:
  - i. only use the Café for the sale of food and refreshments in accordance with quality standards;
  - ii. conduct its business in good faith and in accordance with the best business methods and in a reputable manner;
  - iii. maintain a high standard of presentation by staff;

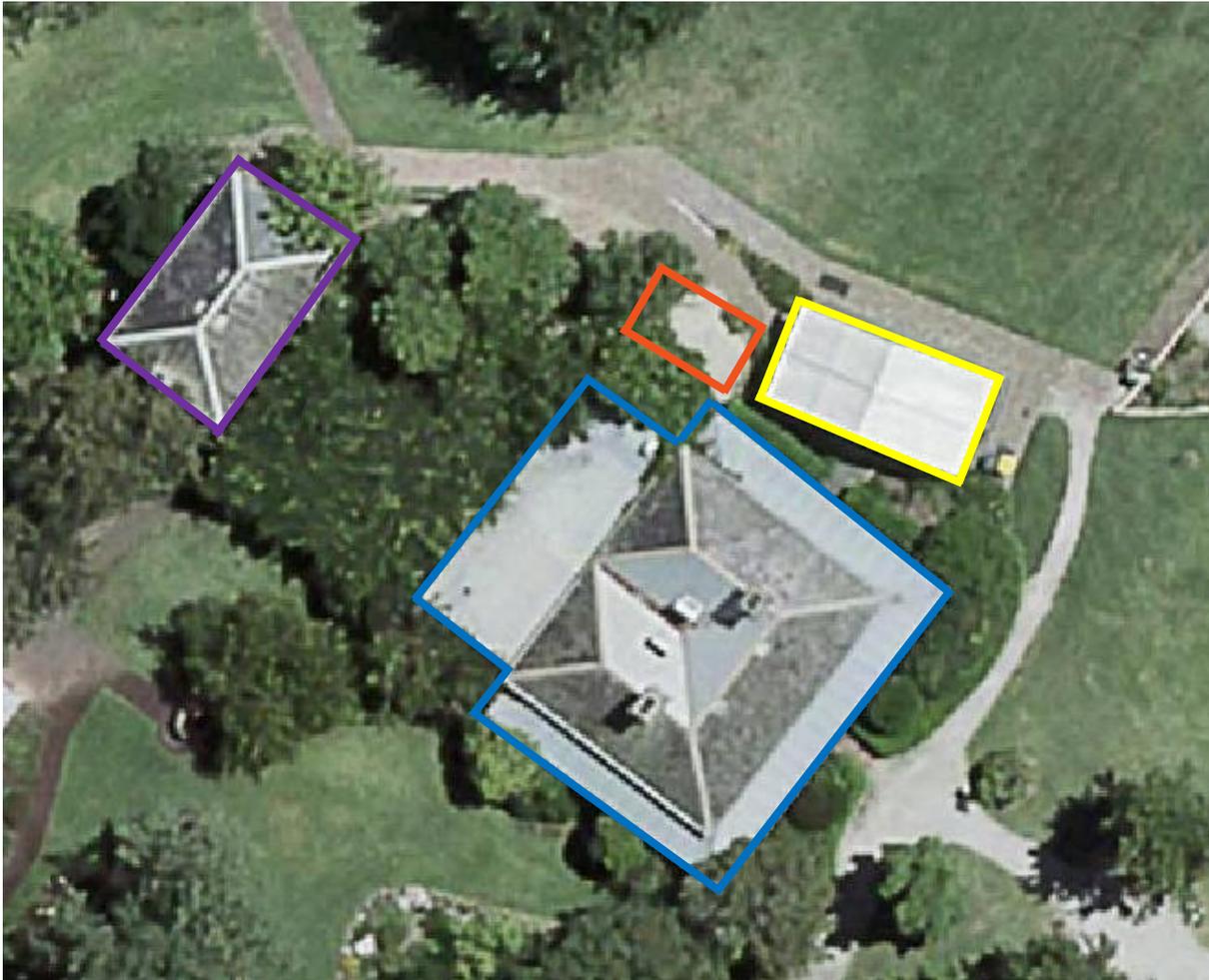
- iv. provide readily available product information, maintain the products in a fresh state and include seasonal products for variety;
  - v. register the business in accordance with the *Food Act 1984* and comply with, and be operated in compliance with, the requirements of the *Food Act 1984*, *Public Health and Wellbeing Act 2008* and all other relevant Acts and laws;
  - vi. comply with any directions of an authorised officer of Council; and
  - vii. upon expiration of the lease term, vacate the Café and leave the Premises in a clean and tidy condition suitable for another operator to immediately occupy the Premises.
    - A. If any cleaning or restoration work is required to be carried out by the Council as a result of the successful Tenant's failure to leave the site in a condition fit for another immediate occupation, the Council may make good the site and recover the cost of doing so from the successful Tenant.
- (d) Council reserves the right to call for expressions of interest from persons interested in entering into a lease for the Café from the expiration of the term at any time prior to the expiration of the term of the lease.

## Part D, Attachment 1: Café Plan

**Plan of Lease Premises:** Café marked in blue, (227.69 m2)

**Plan of Licence Area:**

- a) Store area marked in purple (50.51 m2)
- b) Stage/ shelter area marked in yellow
- c) Paved area marked in orange



**Plan of Access Area:**

Shared Carpark and pathway access indicated in red.



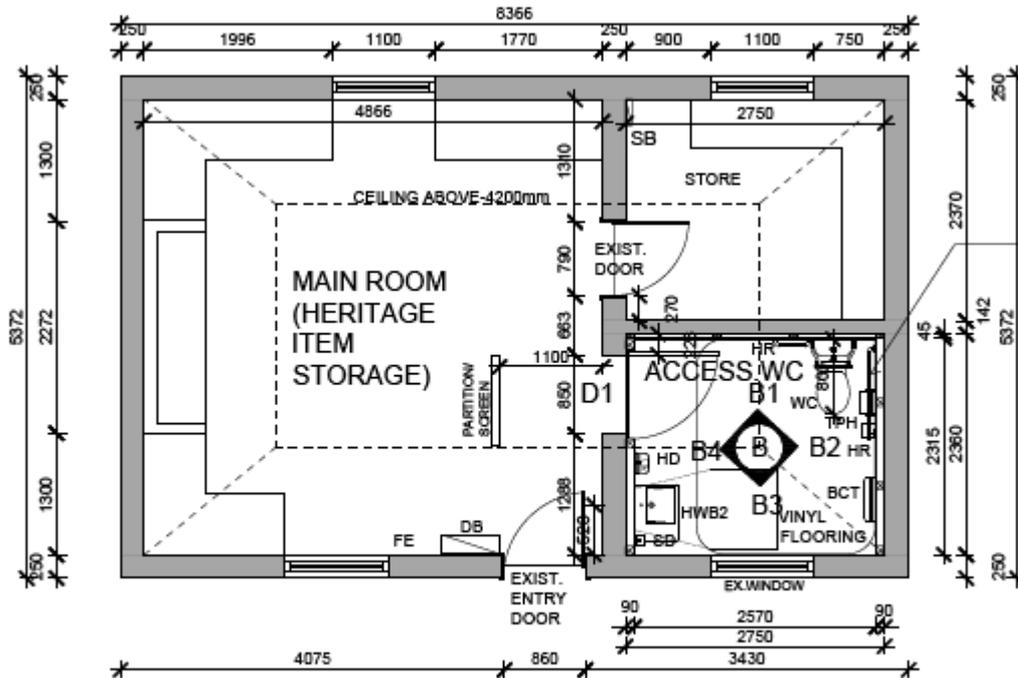
**Store Area (50.51 m<sup>2</sup>)**



**Lease Premises (227.69 m<sup>2</sup>)**



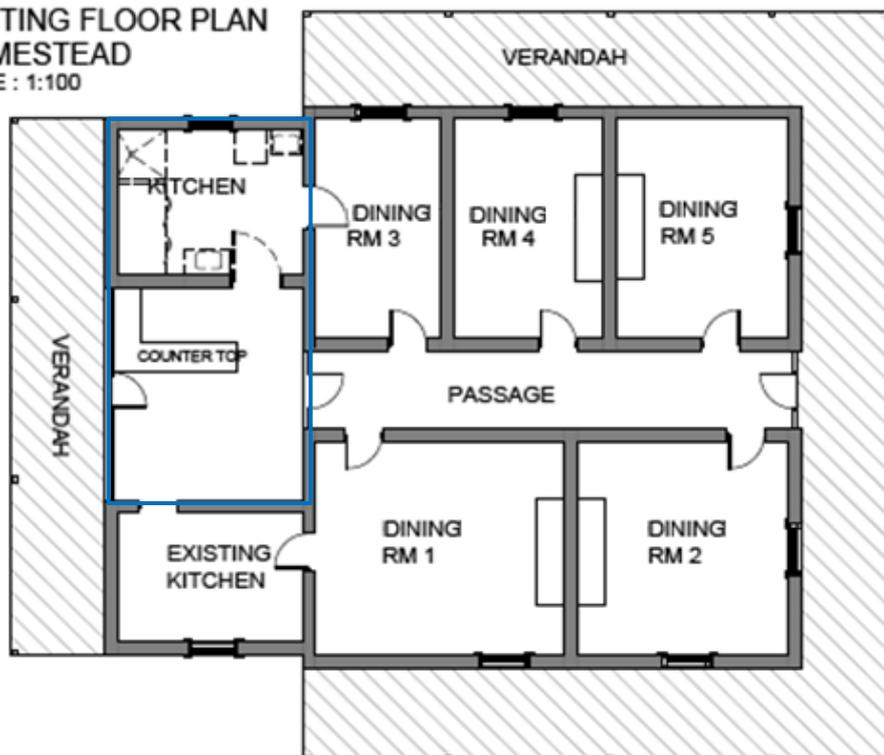
**Store Area (50.51 m2)**



**WASH HOUSE PLAN**  
SCALE 1:50

**Lease Premises (227.69 m2)**

**EXISTING FLOOR PLAN -HOMESTEAD**  
SCALE : 1:100



**Plan of Crown Land Property Boundary marked in orange**



## Part D, Attachment 2: 2022 Events Calendar

Please see the list of events for 2022/23 (these events are our annual events)

### September

- 21 September 2022 (Wednesday) – Kids Sports Day - Full site event 11.00am – 1.00pm – café to operate normal hours

### October

- 31 October 2022 (Monday) – Halloween - Full site event 5.00pm – 9.00pm – option to open café and or modify hours

### November

- 13 November 2022 (Sunday) – Sunday Sessions – Full site event 4.00pm – 8.00pm – option to open café and or modify hours

### January

- 11 January 2023 (Wednesday) – Superheroes Picnic – Full site event 11.00am – 1.00pm – café to operate normal hours
- 29 January 2023 (Sunday) - Rainbow Community Picnic – Full site event 12.00pm – 3.00pm – café to operate normal hours

### February

- 4 February 2023 (Saturday) – Casey Food & Wine Festival – Full site event 1.00pm – 7.00pm – option to open café and or modify hours
- 26 February 2023 (Sunday) – Sunday Sessions – Full site event 4.00pm – 8.00pm – option to open café and or modify hours

### March

- 18 March 2023 (Saturday) - Casey Kids Carnival – Full site event 12.00pm – 5.00pm – option to open café and or modify hours

### April

- 19 April 2023 (Wednesday) – Teddy Bears Picnic – Full site event 11.00am – 1.00pm – café to operate normal hours

For all of the above events the main car park will be closed no later than 2 hours prior to the event, alternative parking will be available in the allocated event parking area.

## Part D, Attachment 3: COVIDSafe Plan

The COVIDSafe Plan is attached to this Request for Expressions of Interest in the document described as “**CT000786 – Part D, Attachment 3 – COVIDSafe Plan**”.

## Part E: Information Only Documents

Not Used.

## Part F: Draft Lease

The draft Lease is attached to this Request for Expressions of Interest in the document described as **“CT000786 - Part F - Draft Lease”**.

**Contact the City of Casey:**

**Web:** [casey.vic.gov.au](http://casey.vic.gov.au)

**Email:** [caseycc@casey.vic.gov.au](mailto:caseycc@casey.vic.gov.au)

**Phone:** 03 9705 5200

**Post:** PO Box 1000, Narre Warren VIC 3805

**NRS:** 133 677 (for the deaf, hearing or speech impaired)

**Customer Service Centres:**

**Narre Warren:** Bunjil Place, 2 Patrick Northeast Drive

**Cranbourne:** Cranbourne Park Shopping Centre

**ABN:** 43 320 295 742



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهى ਦੁਬਾਰੀਆ ගਭਰਾ ਚੰਦਰਦਾਸ

**CASEY.VIC.GOV.AU**