

ITEM NUMBER: 18.2

CONFIDENTIAL REPORT

BEACH ACTIVATION AGREEMENT (Report No: 17/21)

Pursuant to Section 90(2) of the Local Government Act 1999 the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council consider the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- d. commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information or to confer a commercial advantage on a third party: and would, on balance, be contrary to the public interest.
- k. tenders for the supply of goods, the provision of services or the carrying out of works.

Recommendation – Exclusion of the Public – Section 90(3)(a)(d) Order

1. That pursuant to Section 90(2) of the *Local Government Act 1999* Council hereby orders that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer and Staff in attendance at the meeting in order to consider Report No: 17/21 - Beach Activation Agreement in confidence.
 2. That in accordance with Section 90(3) of the *Local Government Act 1999* Council is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 17/21 - Beach Activation Agreement on the following grounds:
 - d. Pursuant to Section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to Report No: 17/21 - Beach Activation Agreement is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information or to confer a commercial advantage on a third party.

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information.
 - k. Tenders for the supply of goods, the provision of services or the carrying out of works.
 3. The Council is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information and discussion confidential.
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Item No: **18.2**

Subject: **BEACH ACTIVATION AGREEMENT**

Date: 27 January 2021

Written By: Manager, City Activation

General Manager: Community Services, Ms M Lock

SUMMARY

On 27 August 2019 Council endorsed that Administration will seek Expressions of Interest (EOI) in the final year of the current Beach Club agreement, to test the market place and consider all proposals brought forward by the EOI process.

This report reviews the outcomes of the Expression of Interest process and the appointment of the successful proponent as per the terms of the EOI.

RECOMMENDATION

That Council:

1. **approves the appointment of the RD Jones to activate Glenelg Beach with the Moseley Beach Club from November 2021 – March 2023, with a further option to extend for two years, subject to the annual conditions set out in the Event Licence; and**

RETAIN IN CONFIDENCE - Section 91(7) Order

2. **having considered Agenda Item 18.2, Beach Activation Agreement in confidence under Section 90(2) and (3)(d and k) of the *Local Government Act 1999* (the Act), the Council, pursuant to section 91(7) of that Act orders that the report, attachments and minutes be retained in confidence for a period of 24 months or the Chief Executive Officer is authorised to release the documents earlier if all parties to the contract consent and that this order be reviewed every 12 months. This order is subject to Section 91(8)(b) of the Act which provides that details of the identity of the successful tenderer must be released once Council has made a selection. In addition, Section 91(8)(ba) of the Act requires details of the amount(s) payable by the Council under a contract for the supply of goods or provision of services must be released once the contract has been entered into by all concerned parties.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities

Community: Fostering an engaged and contributing community

Economy: Supporting and growing local business

Economy: Boosting our visitor economy

COUNCIL POLICY

Procurement Policy (2017)

STATUTORY PROVISIONS

Local Government Act 1999.

BACKGROUND

Previous Relevant Reports & Decisions

- Council Report No.: 295/19; Item No.: 14.4, 'Moseley Beach Club', 27 August 2019 (Resolution No.: C270819/1598);

The Moseley Beach Club has been operating on Glenelg Beach seasonally since January 2018, and applying to Council for an Event License annually. At the Council meeting on 27 August 2019 it was resolved that RD Jones, owners of the Moseley Beach Club, were to be offered a license for a 1+1 year period (to March 2021) and that Administration "*seek Expressions of Interest no later than 90 days prior to the end of the licence agreement in the final year.*", with the intent that the EOI will be aligned with Council's Procurement Policy and ensure the all proposals and opportunities can be assessed on the merits. This would afford Administration the ability to examine the market place and consider all proposals brought forward as part of the EOI.

REPORT

Expressions of Interest's Objectives

The Expression of Interest (EOI) sought *experienced and innovative operators with the necessary skills to develop, market and operate a thriving beach activation located in one of Adelaide's premier seaside locations. The activation should act as a drawcard to Glenelg for locals, South Australians and visitors alike whilst being sympathetic to its natural surrounds and a focus on visitor and customer experience.*

*An agreement for a maximum of two (2) years beginning **November 2021** with the possibility of another two (2) years offered as a 1+1, depending on final negotiations and Council approval.*

The EOI also contained the conditions that any Beach Activations would be required to operate under, including conditions of the site, available Council assistance and the location and size on offer.

Full details of the EOI are presented in Attachment 1.

Refer to Attachment 1

Expressions of Interest's Selection Criteria:

The EOI set out the following evaluation criteria:

- Detailed overview of proposed activation including anticipated daily visitation and capacities.

- Concepts which may include design images, site plans and proposed layouts.
- Target market for activation.
- Customer experience including any proposed costs to customers (booking fees, are they redeemable etc).
- Amenities considered necessary to the activation including back of house infrastructure.
- Overview of intended marketing of activation including marketing channels and partnerships.
- Any commercial partnerships proposed for the activation.
- Opportunities for local suppliers.
- Number of new staff estimated to be employed by the activation.
- Alignment to City of Holdfast Bay's 2030 Strategic Plan
- Provide credentials and examples of prior relevant experience including two (2) case studies of activations undertaken by the operator previously.
- For how many years has the Registrant engaged in the type of work required by the license.
- Provide details of current experience including the range of activations and/or services provided.

Expressions of Interest Process

The Request for Expressions of Interest was issued on 23 November 2020 and closed on 10 December 2020 on the SA Tenders website. The EOI was downloaded by 41 companies or individuals during this period, and the Contact Officer received four phone calls with enquiries. Due to the nature of the site, the one company looking to undertake a site inspection elected to do this on their own, with the offer to be joined by a CHB staff member, which was not taken up.

Two compliant tenders were received by the closing date from:

- Australian Venue Co.
- RD Jones Group

An assessment panel was established to review the submissions comprising:

- General Manager, Community Services
- Manager, City Activation
- Team Leader, Events

It should be noted that the Team Leader, Leasing and Commercial was originally on the assessment panel, however they resigned and finished with Council prior to the EOI closing.

Expression of Interest Assessment

Both RD Jones and Australian Venue Co. presented high quality submissions. The main points of consideration for both were:

RD Jones

- Has operated the Moseley Beach Club on Glenelg Beach since 2018.
- Experience allowed them to demonstrate a high level of requirements for the site and what can and can't be achieved in this space.
- Local CHB activation via the Moseley Bar & Kitchen, and RD Jones as a SA based company.
- Aligned activation to CHB strategic plan.

- Strong value add offering for local community including free yoga, beach clean partnerships, special events, and suggestions for further development in coming years.
- Local focus through suppliers, musicians, and employment.
- Defined proposal that clearly articulated the offering and expectations.

Australian Venue Co.

- Based out of Melbourne
- Very large support staff, however all non-operational staff and main contacts for marketing and promotion are based in Melbourne.
- Has run The Exchange Beach Club, Port Melbourne for past two years (with three-week durations), and other activations all Victorian based.
- Proposing Beach Bar activation, largely based on the operation and set up of the current Moseley Beach Club.
- Proposal was substantial, but lacked detail on what the offering would be, what the intended experience for customers would be like etc.
- The value add offering was based around existing plans and services supplied as standard in the proposal, lacking in local community opportunities.

CONCLUSION

The assessment team's weighted scores of the responses provided a result of RD Jones 91/100 and Australian Venue Co. 60/100.

RD Jones provided succinct and high quality responses against all the evaluation criteria and were able to demonstrate a high level of opportunities for local community involvement and support.

It is therefore recommended to enter an agreement with RD Jones for two years, with the option to extend for a further two years (1+1 arrangement), as per the published EOI.

Refer to Attachment 1

A letter of agreement will be entered into with RD Jones, and then an annual Event License will be issued, with RD Jones required to adhere to the conditions set within the license annually. A copy of a standard event license is attached for reference.

Refer to Attachment 2

BUDGET

The successful proponent will be charged a weekly fee, in line with the annually published Event Fees & Charges schedule, as a Low Impact Event category.

LIFE CYCLE COSTS

Not applicable

Attachment 1



REQUEST FOR EXPRESSIONS OF INTEREST (REOI) FOR GLENELG BEACH ACTIVATION

2020/54

Contact Officer:

Sally Heading
Telephone: (08) 8179 9521
Email: sheading@holdfast.sa.gov.au
Brighton Civic Centre
24 Jetty Road Brighton SA 5048

Closing Time

Time: 5.00 pm (sharp)
Day: Friday
Date: 11 December 2020

Lodgement Location

SA Tenders Website



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STRUCTURE OF THIS REQUEST FOR EXPRESSIONS OF INTEREST

This REOI is comprised of four sections:

- Section A - Background and General Information
- Section B - Conditions of Expression of Interest Process for Interested Parties
- Section C - Expression of Interest Return Schedules

SECTION A – BACKGROUND AND GENERAL INFORMATION

1. INVITATION FOR EXPRESSIONS OF INTEREST

The City of Holdfast Bay (the **Council**) invites Expressions of Interest from Registrants for the provision of an activation on Glenelg Beach (the **Services**).

2. BACKGROUND

Holdfast Bay City

Holdfast Bay is a thriving metropolitan area of South Australia's capital city of Adelaide, just 11 kilometres southwest of the city stretched along 9 kilometres of Adelaide's premier seaside, with no part of the city more than 2.5 kilometres from the beach. The City of Holdfast Bay is approximately 14 square kilometres in area comprising the suburbs of Brighton, Glenelg, Glenelg East, Glenelg North, Glenelg South, Hove, Kingston Park, North Brighton, Seacliff, Seacliff Park, Somerton Park and South Brighton with an estimated resident population of 36,520 persons.

Since the mid-20th century, the coastal strip of Holdfast Bay has been home to many seaside attractions and the bustling seaside atmosphere continues to make the city a popular place for locals and tourists. Many events and attractions are also held throughout the year which makes Holdfast Bay a vibrant and exciting place to live and visit.

Glenelg Beach

Glenelg Beach is Adelaide's most popular city beach, offering a buzzing vibe and great atmosphere for all to enjoy. Renowned for its wide beach, stunning sunsets, rich heritage and bustling shops, sidewalk cafés and lots of entertainment.

The Glenelg Foreshore Playground and Moseley Square are hives of activity throughout the warmer months, offering a huge range of family-friendly entertainment and sporting activities.

Located just 20 minutes from the CBD of Adelaide Glenelg attracts more than 1.4 million visitors annually who contribute more than \$258 million to the local economy.

3. GLENELG BEACH ACTIVATION OPPORTUNITY

The City of Holdfast Bay is seeking expressions of interest from experienced and innovative operators with the necessary skills to develop, market and operate a thriving beach activation located in one of Adelaide's premier seaside locations.

The activation should act as a drawcard to Glenelg for locals, South Australians and visitors alike whilst being sympathetic to its natural surrounds and a focus on visitor and customer experience.

An agreement for a maximum of two (2) years beginning **November 2021** with the possibility of another two (2) years offered as a 1+1, depending on final negotiations and Council approval.

This is a temporary annual activation with the site available from November to March each year of the licence. Opening hours will be determined with the successful proponent, however operations for this EOI should be based on a closing time of no later than 11pm.

The successful proponent will be required to work closely with the City of Holdfast Bay.

Activation Location

The iconic Glenelg Beach has 750m² of available beachfront available for activation, positioned immediately north of the Glenelg jetty.

When considering activations for this area, applicants should also note that provisions onsite includes:

- Access to one 32amp power supply (located at blue dot) which must be connected via the licence holders licenced electrician via overhead wiring a minimum of six (6) meters above the ground, comply with Australian Standard AS/NZS3002 and a certificate of compliance completed and provided to Council.
- Access to one tap for potable water provisions.



4. BEACH ACTIVATION CONDITIONS

Respondents should note the following conditions when designing and submitting their EOI, which will also form part of the licence agreement with the City of Holdfast Bay:

- The activation must be contained within the 750m2 allowed, which also includes any back of house infrastructure and operations.
- The licence holder will be required to pay City of Holdfast Bay a weekly hire fee, in line with the annual Multi-Day Event fees as listed annually at <https://www.holdfast.sa.gov.au/services/events/event-application-information>
- The licence holder will be required to pay Council a bond, which will be returned only upon the beach site being returned to its pre-activation condition.
- The site is located on the open beach and is subject to natural weather conditions. In previous years the site has been subjected to flooding due to tidal surges. It is the licence holder responsibility to secure the site if a surge is expected, and is solely responsible for returning their activation to an acceptable and safe site for public. If Council staff and machinery are required to assist in re-levelling the site or similar, then these costs will be charged to the licence holder.
- The licence holder is to ensure that there is no antisocial behaviour and the site is maintained in a clean state at all times.
- The licence holder is to ensure there is a contact onsite who is available at all times for residents to contact, in person or via telephone

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- All infrastructure for the activation is the responsibility of the licence holder therefore appropriate security measures need to be undertaken including the times for set up and dismantling of the activation.
 - The licence holder and their contractors must comply with SA Health guidelines and restrictions as they may apply to COVID-19.
 - The licence holder and their contractors must comply with SafeWork SA Guidelines and all WHS procedures.
 - The licence holder must familiarise themselves with Council's Noise Control conditions.
 - The activation site must be left in a clean and tidy condition and all debris, especially cable ties, metal stakes/fragments, empty bottles, food scraps etc, must be removed by the user immediately after the activation. Failure to do so will entitle Council to employ the necessary labour to clean up the site, the cost of which will be recovered from the licence holder. Any costs incurred by Council to repair any damaged infrastructure directly caused by failure to clean up following your activation will also be passed onto the licence holder.
 - Promotional signage may be displayed at this activation.
 - Residents and businesses must be notified of the activation via letter box drop and or email at least two weeks prior to the activation.
 - Prior to each activation the license hold will provide to Council's satisfaction the following:
 - Risk Management Plan that includes identification and management of the risks of set up and pack down.
 - Security Management Plan
 - Noise Management Plan
 - Traffic Management Plan
 - Medical and First Aid Plan
 - Emergency Response Plan
 - COVID Safe Plan and SA Health approved COVID Management Plan (if required)

The City of Holdfast Bay will provide:

- Site preparation including levelling and sand movement prior to bump in.
- Bins that will be emptied daily by Council (number to be determined by agreed activation)
- Access to one 32amp power outlet
- Access to one potable water tap

5. SITE INSPECTION AND BRIEFING

Subject to COVID-19 restrictions, an inspection of the site is available for all interested parties by appointment. Each attendant must register with Council's Contact Officer and advise details of the proposed attendees date and time at least two business days prior to proposed time.

6. SELECTION PROCESS

The selection process will be a two-stage process adhering to the statutory requirements of the *Local Government Act (SA), 1999* and the contracts and procurement policies of the City of Holdfast Bay.

The assessment of all EOI submissions will be made against the submission requirements and the evaluation criteria outlined below.

The Expression of Interest) requires registrants to provide enough detail to instil confidence in the evaluation panel that they have the ability and capacity to develop, operate and manage a beach activation.

Information to be provided by the registrants must address the evaluation criteria as set out in Section B 13.1 of this document. Registrants must also complete all of the return schedules and address the submission requirements set out in Section C of this document.

The selection panel will review all submissions against the submission requirements and selection criteria to determine a preferred supplier. Interviews with one or more applicants may take place. The City of Holdfast Bay may enter into direct negotiations with an applicant, where appropriate.

Where there are no suitable outcomes from an EOI process, The City of Holdfast Bay may decide not to appoint a proponent.

SECTION B – CONDITIONS OF REQUEST FOR EXPRESSIONS OF INTEREST PROCESS

7. CONDITIONS FOR SUBMITTING

7.1 Definitions

In this REOI, the following terms will, unless inconsistent with the context, have the meanings indicated:

- 7.1.1 A reference to a **clause** is a reference to a clause of this REOI.
- 7.1.2 **Closing Date** means the time and date specified in clause 7.4.1, or such later time and date as may be notified in writing to Registrants by the Council.
- 7.1.3 **Conforming Expression of Interest** means an Expression of Interest described in clause 10.1.
- 7.1.4 **Expression of Interest** means an Expression of Interest submitted by a Registrant pursuant to this REOI.
- 7.1.5 **Expression of Interest Process** means the process for calling, receiving and evaluating Expressions of Interest as proposed in clauses 7.8 and 7.9 of this REOI.
- 7.1.6 **Expressions of Interest Return Schedules** are the forms attached to Section D of this REOI.

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- 7.1.7 **Nominated Contact Person** means the person named in clause 8.1.2.
 - 7.1.8 **Non-Conforming Expression of Interest** means an Expression of Interest which does not meet the requirements set out in this REOI and/or the REOI Documents.
 - 7.1.9 **Preferred Registrant** means the Registrant(s) referred to in clause 14.1.
 - 7.1.10 **Project Brief** means the concept plan specified in Section D of this REOI.
 - 7.1.11 **Registrant** has the meaning given to it in clause 7.3.
 - 7.1.12 **Registrant's Representative** means the person nominated by a Registrant under clause 8.2.1.
 - 7.1.13 **REOI** means this Request for Expressions of Interest set out in the REOI Documents.
 - 7.1.14 **REOI Documents** means the documents specified in clause 10.
 - 7.1.15 **Services** means the services sought to be purchased by the Council pursuant to this REOI.
 - 7.1.16 **The Principal** means the City of Holdfast Bay located at 24 Jetty Road Brighton SA 5048

7.2 Request for Expressions of Interest

The Council seeks Expressions of Interest from Registrants for the provision of the Services, which are further described in the REOI Documents.

7.3 Obtaining a Copy of this REOI

This REOI is open to any organisation or person who registers its interest and details with the Council and thereby obtains a copy of the REOI Documents (each such party is a **Registrant**). Parties obtaining the REOI Documents (in soft copy) will be required to register their name and contact details at the time of issue of the documents.

7.4 Lodgement of Expressions of Interest

- 7.4.1 Expressions of Interest must be lodged on the Tenders SA Website by 5.00pm (sharp) on 10 December 2020 (the **Closing Date**).

7.5 Late Expressions of Interest

Expressions of Interest received after the Closing Date **WILL NOT** be considered or accepted.

7.6 Extension of time for the submission of Expressions of Interest

- 7.6.1 The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Registrants.
- 7.6.2 A Registrant may request the Council to extend the Closing Date for the submission of an Expression of Interest by written application to the Nominated Contact Person.
 - 7.6.2.1 Any such requests must be received by the Nominated Contact Person at least two business days prior to the Closing Date, and must provide sufficient reasons to support the request.

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- 7.6.2.2 It is entirely at the Council's discretion as to whether an extension is granted.

7.7 Expressions of Interest validity period

- 7.7.1 All Expressions of Interest will remain valid for three months after the Closing Date.
- 7.7.2 Once submitted, a Registrant cannot withdraw its Expression of Interest without the prior written consent of the Council, unless the Expression of Interest is withdrawn before the Closing Date.

7.8 Proposed Expression of Interest Process

Council will evaluate the Expressions of Interest in accordance with the evaluation criteria outlined in this document, from which one Registrant may be selected to proceed to formal negotiations.

7.9 Copying Expressions of Interest

Respondents must not use this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare an Expression of Interest. This includes not copying this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of an Expression of Interest.

7.10 Proposed timing of Expression of Interest Process

The proposed timing for the Expression of Interest Process is as follows (the dates are indicative and may vary as the Council requires):

REOI Advertised	23 November 2020
Briefing / Site Inspections by request	24 - 27 November 2020
Closing date for submission of EOIs	10 December 2020
Evaluation of EOIs	11 - 14 December 2020
Interviews (if required)	15 – 17 December 2020
Unsuccessful Registrants advised of outcome	18 December 2020
Licence Negotiations	From 2 January 2021
Council Endorsement	27 January 2021
Licence Term	November 2021 – March 2024

8. COMMUNICATION BETWEEN PARTIES

8.1 Enquiries or requests for information or clarification

- 8.1.1 Any enquiries or requests for information or clarification regarding this REOI or the REOI Documents must be made in writing and addressed to the Nominated Contact Person.
- 8.1.2 The Nominated Contact Person is listed on the cover of this REOI document.
- 8.1.3 The Nominated Contact Person may (but is not obligated to) respond to a Registrant's enquiries or requests for information or clarification.

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- 8.1.4 If the Council provides any information to a Registrant by way of clarification, then the Council reserves the right to provide that information to other Registrants.
 - 8.1.5 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this REOI or any of the REOI Documents, unless confirmed in writing by the Nominated Contact Person.

8.2 Registrant's contact person

- 8.2.1 Registrants are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this REOI (**Registrant's Representative**).
- 8.2.2 Each Registrant must notify the Council of its Registrant's Representative within 10 business days of obtaining the REOI Documents.
- 8.2.3 All communication with the Registrant will be via the Registrant's Representative.

8.3 Site briefing

- 8.3.1 The Council will conduct a site briefing. The briefing is intended to provide Registrants with background information, and Registrants are not to treat any statements made at the briefing as variations to this REOI.
- 8.3.2 The Council reserves the right to require all Registrants to attend the site briefing.
- 8.3.3 Details of the briefing are detailed on the cover of this REOI document.
- 8.3.4 Each attending Registrant must advise the Nominated Contact Person of the details of that Registrant's attendees (including name and position) at least two business days before the briefing.

8.4 Registrant not to solicit the Council and its employees

The Registrant and its representatives must not interfere or attempt to interview or to discuss its Expression of Interest with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Expression of Interest submitted by a Registrant which contravenes this clause.

9. EXPRESSION OF INTEREST PREPARATION

9.1 Registrants to be informed

Each Registrant must, prior to submitting its Expression of Interest, become acquainted with the nature and extent of the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

9.2 Evidence of registration or licensing

Each Registrant must (if applicable) be licensed or registered to perform the Services.

9.3 Conflict of interest

Registrants must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Registrant is successful. If any conflict or potential conflict exists, the Registrant must advise how they propose to address this.

9.4 Use of subcontractors

Where a Registrant proposes to use resources from organisations other than the Registrant itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Expression of Interest, together with information on the relevant experience of such other organisation.

9.5 Ombudsman Act

Registrants should be aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of “administrative act” under that Act includes an act done in the performance of functions under a contract for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Registrant must ensure compliance with all obligations arising under that Act and any other applicable legislation.

9.6 Freedom of Information

Registrants should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except for those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

9.7 Collusion

The Registrant must not collude with any other Registrants or potential Registrants.

9.8 Registrant’s confidential information

- 9.8.1 Subject to clauses 9.8.2 and 17, the Council will treat as confidential all Expressions of Interest submitted by Registrants in connection with this REOI.
- 9.8.2 The Council will not be taken to have breached any obligation to keep information provided by Registrants confidential to the extent that the information:
 - 9.8.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the REOI process or to prepare and manage any resultant agreement;
 - 9.8.2.2 is disclosed to the Council’s internal management personnel, solely to enable effective management or auditing of the REOI process;
 - 9.8.2.3 is disclosed by the Council to the responsible Minister;
 - 9.8.2.4 is authorised or required by law to be disclosed; or
 - 9.8.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

10. EOI DOCUMENTS

10.1 Conforming Expressions of Interest

A Conforming Expression of Interest is an Expression of Interest which meets all of the requirements set out in this EOI and the EOI Documents.

10.2 Non-Conforming Expressions of Interest

The Council is not required to, but may at its sole discretion; consider an incomplete, informal or a Non-Conforming Expression of Interest. Failure to respond to or meet any of the requirements set out in this EOI and the EOI Documents will result in the Expression of Interest being deemed a Non-Conforming Expression of Interest.

10.3 Content of Expressions of Interest

- 10.3.1 Registrants are required to complete the Expressions of Interest Return Schedules and submit them to the Council.
- 10.3.2 Registrants can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Expressions of Interest.
- 10.3.3 All prices quoted by Registrants in their Expressions of Interest are:
 - 10.3.3.1 to be in Australian dollars;
 - 10.3.3.2 to be GST exclusive; and
 - 10.3.3.3 (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.
- 10.3.4 If a Registrant proposes to provide the Services on a basis different to that envisaged by the EOI Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified within the Expression of Interest. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Expressions of Interest.

11. ACKNOWLEDGEMENT BY REGISTRANTS

Each Registrant acknowledges that the Council:

- 11.1 makes no representations and offers no undertakings in issuing this REOI or the REOI Documents;
- 11.2 is not bound to proceed to a tender or select tender process or to execute a contract with any party in respect of the Services;
- 11.3 may require one or more Registrants (but is not obliged to require all) to supply further information and/or attend a conference or interview or make a presentation(s)
- 11.4 may undertake 'due diligence' checks on any Registrant, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks;
- 11.5 will not be responsible for any costs or expenses incurred by the Registrant arising in any way from the preparation and submission of its Expression of Interest;
- 11.6 accepts no responsibility for a Registrant misunderstanding or failing to respond correctly to this REOI;
- 11.7 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of an Expression of Interest or prior to the signing of any contract for the Services or otherwise; and

-
- 11.8 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the REOI Documents or this REOI, but will be bound only by written advice furnished by the Nominated Contact Person.

12. COUNCIL'S RIGHTS

The Council reserves the right to:

- 12.1 amend, vary, supplement or terminate this REOI at any time;
- 12.2 accept or reject any Expression of Interest, including the lowest price Expression of Interest;
- 12.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this REOI;
- 12.4 vary the REOI timing and process;
- 12.5 postpone or abandon this REOI;
- 12.6 add or remove any Registrant;
- 12.7 accept or reject any Expressions of Interest whether or not they are Conforming Expressions of Interest;
- 12.8 accept all or part of any Expression of Interest;
- 12.9 negotiate or not negotiate with one or more Registrants;
- 12.10 discontinue negotiations with any Registrant; and
- 12.11 include the Registrants' names in Council reports and make them public.

13. EXPRESSIONS OF INTEREST EVALUATION

13.1 Criteria

In assessing the Expressions of Interest, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 13.1.1 Relevant experience in managing similar activations.
- 13.1.2 Demonstrated financial capability and expertise to operate the activation
- 13.1.3 Corporate profile, company structure, resources, brand identity and reputation, including a letter of intent from registrant
- 13.1.4 Ability/experience in marketing, including identified target markets and partnerships.
- 13.1.5 Highly developed customer service and communication skills
- 13.1.6 Concepts including designs, site plans and layouts.
- 13.1.7 Insurance, licences and registrations
- 13.1.8 Compliance with occupational health and safety
- 13.1.9 Environmental management systems and/or sustainability focus
- 13.1.10 Such other matters that Council considers relevant

13.2 Use of REOI Documents

The Council may use, retain and copy any information contained in the Expressions of Interest for the evaluation of tenders in any subsequent tender process and for the finalisation of the provisions of any subsequent contract for the Services.

13.3 Debriefing of Registrants

If requested, Registrants may be debriefed against the Council's evaluation criteria. Registrants will not be provided with information concerning other Registrants, apart from publicly available information. No comparison with other Expressions of Interest will be made.

14. ACCEPTANCE OF EXPRESSION OF INTEREST

- 14.1 The Council reserves the right to negotiate different terms and conditions in respect of a contract for the Services with any one or more Registrants (each a **Preferred Registrant**).
- 14.2 The Council and the Preferred Registrant may (if required) enter into negotiations for the award and execution of a contract for the Services. No obligations will exist between the Council and the Preferred Registrant until the parties have executed a contract for the Services.
- 14.3 If, despite their best endeavours and acting in good faith, the Council and the Preferred Registrant are unable to negotiate and agree on the terms of a contract for the Services, the Council reserves the right to negotiate with any other parties, including other Registrants, for the provision of the Services.
- 14.4 Each Registrant acknowledges and agrees that all intellectual property created by the successful Registrant arising out of the provision of the Services belongs to the Council, and the successful Registrant must do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

15. UNSUCCESSFUL EXPRESSIONS OF INTEREST

Unsuccessful Registrants must, if required by the Council, return the REOI Documents to the Council, once they have been advised that their Expressions of Interest is unsuccessful.

16. NO LEGAL REQUIREMENT

The issue of this REOI or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Services from the Registrants.

17. GOVERNING LAW

- 17.1 This REOI is governed by the law in South Australia.
- 17.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

SECTION C – EXPRESSION OF INTEREST RETURN SCHEDULES

INSTRUCTIONS: A Registrant must prepare and lodge these Return Schedules in compliance with the REOI and with the additional instructions detailed on the Schedules as follows. Use additional sheets as necessary. Information provided on one Schedule need not be repeated on another Schedule, but it would assist the evaluation panel if the information were cross-referenced to the other relevant Schedule.

EXPRESSION OF INTEREST 2020 54 GLENELG BEACH ACTIVATION

Schedule 1 – Registrant's details
<p>Name of Registrant:</p> <p>[Note: If a partnership or consortium, state the names of all members, if a company list the registered names and trading names]</p> <p>Australian Business Number (A.B.N.):</p> <p>Business Address:</p> <p>Contact Address (if different from above):</p> <p>Contact Person: Mr/Mrs/Ms</p> <p>[Note: The contact person must have authority to respond to any queries the Principal may have about the Registrant.]</p> <p>Telephone Number:</p> <p>Facsimile Number:</p> <p>Email Address:</p> <p>SIGNATURE</p> <p>Dated this.....day of..... 2020</p> <p>Signature:</p> <p>Name of person signing: (Please print).....</p> <p>Title of person signing:</p> <p>The person signing warrants they have authority to complete, sign and submit this form on behalf of the Registrant.</p>

Schedule 1 – Pricing
<p>Provide a breakdown of any indicative management costs.</p> <p>Prices must be exclusive of GST.</p>

Schedule 2 – Registration, licences and accreditation	Yes	No
Is the Registrant registered for GST?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Registrant registered as an employer / exempt employer under the <i>Worker's Rehabilitation and Compensation Act 1986</i> ?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Registrant has available any relevant government or industry licence / accreditation / certification? Provide details.	<input type="checkbox"/>	<input type="checkbox"/>
Does the Registrant have available similar licences / accreditation / certification from all subcontractors? If so, please attach.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Schedule 3 – Insurances (please provide certificates of currency)</u>	Yes	No
Is the Registrant insured for public liability for at least \$20 million?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Registrant insured for product / service warranty liability for at least \$1 million?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Registrant insured for professional indemnity for at least \$1 million?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Registrant insured against loss / damage / destruction of its property for full replacement value?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Registrant insured for comprehensive property damage for road vehicles in service?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Registrant's subcontractors hold at least the same kinds and levels of insurance cover as above?	<input type="checkbox"/>	<input type="checkbox"/>

<u>Schedule 4 – Occupational health and safety</u>	Yes	No
Does the Registrant has a health and safety system (including protection of its own employees and subcontractors) relevant to the Contract and which the Registrant promises to deploy in performance of the Contract, if awarded the Contract?	<input type="checkbox"/>	<input type="checkbox"/>
In the last 36 months, did a worker of the Registrant or of a named subcontractor suffer a compensable disability under the <i>Workers Rehabilitation and Compensation Act 1986</i> (or equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>
In the last 36 months, was the Registrant or a named subcontractor the subject of a default notice / improvement notice / prohibition notice / proceedings for an offence under the <i>Occupational Health, Safety and Welfare Act 1986</i> or regulations made under that Act (or equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>

<u>Schedule 5 – Environment</u>	Yes	No
Registrant has an environment protection system relevant to the Contract and which the Registrant promises to deploy in performance of the Contract, if awarded the Contract?	<input type="checkbox"/>	<input type="checkbox"/>
In the last 36 months, was the Registrant or a named subcontractor the subject of an environment protection order / clean-up order / clean-up authorisation / proceedings (civil or criminal) under the <i>Environment Protection Act 1993</i> or regulations under that Act (or equivalent statute outside South Australia)?	<input type="checkbox"/>	<input type="checkbox"/>

<u>Schedule 6 – Value-added services</u>
Provide details of any other benefits, ideas and systems you can offer to improve the level of service or value of your Expression of Interest.

<u>Schedule 7 - Referees</u>
Complete the Table below for 3 unrelated customers based in Australia who in the last 12 months were customers of the Registrant for goods / services the same or similar to those the Contract requires and of a similar value.
Customer's name:

identity	<p>Structure</p> <ul style="list-style-type: none"> • Outline the business/corporate structure, including corporate profile. • If a consortium, outline how the consortium is structured and identify relevant parties. • Structure of any backing companies, or organisations. <p>Experience</p> <ul style="list-style-type: none"> • Provide credentials and examples of prior relevant experience including two (2) case studies of activations undertaken by the operator previously. • For how many years has the Registrant engaged in the type of work required by the licence? • Provide details of current experience including the range of activations and/or services provided. • Has the Registrant had an appointment terminated on a project in the last five years? If yes, please provide brief details. • Has the Registrant terminated a project in the last five years? If yes, please provide brief details. <p>Financials</p> <ul style="list-style-type: none"> • Provide estimated project value. • Provide evidence of financial position to undertake and operate this development. • Provide evidence of the financial capacity of the operator, including the annual turnover for: 2018- 19 and 2019-20
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Attachment 2





holdfast.sa.gov.au

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048

PO Box 19 Brighton SA 5048

P 08 8229 9999 F 08 8298 4561

Glenelg Customer Service Centre and Library

2 Colley Terrace, Glenelg SA 5045

Date

Name

Company

Address

Address

Dear xx,

Re: Licence Approval for 'XX'

Below you will find the confirmed dates and location the **Beach Activation** has been approved to operate within the City of Holdfast Bay.

This license is offered for a period of **x** years.

Operate dates: xxxx - xxxx

Operate times: xxxx

Set up dates: from xx

Set up times: xx

Vacate location: No later than xx

Location: Glenelg Beach, 750m2

The City of Holdfast Bay is pleased to advise that approval has been granted for **the Beach Activation** in accordance with your application and subject to the following conditions:

- Maximum occupancy of 350 people
- The licence holder will pay Council a fee of \$xx per week plus gst for each full week, or part thereof, the event occupies the agreed section of beach.
- The licence holder will pay Council a bond of \$2,200 to be returned only when the beach has been returned to its pre-event condition.
- The licence holder to ensure that there is no antisocial behaviour and the site is maintained in a clean state at all times.
- That the duty manager who is onsite is available at all times for residents to contact.
- Compliance with Council's Event Licence Conditions.
- The licence holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the licence.

- The provision of a copy of Public Liability Insurance for not less than twenty million dollars (\$20,000,000) covering the period of the event.
- The license holder must provide Council with copies of the following documents no later than ten days prior to the set up date.
 - Risk Management Plan that includes identification and management of the risks of set up and pack down.
 - Security Management Plan
 - Noise Management Plan
 - Traffic Management Plan
 - Medical and First Aid Plan
 - Emergency Response Plan
 - COVID Safe Plan and SA Health approved COVID Management Plan (if required)
- All infrastructure for the event is the responsibility of licence holder therefore appropriate security measures need to be undertaken including the times for set up and dismantling of the event.
- Electrical equipment used at events in the City of Holdfast Bay must be tagged and tested for the safety of spectators and participants. If the equipment is not tagged, not in approved cable covers, or is found to be faulty by a Council representative, Council reserves the right to request that the item be disconnected or removed until the hazard has been rectified or the event will be shut down. Please ensure that electrical leads do not create a trip hazard for the safety of participants and spectators.
- Contractors employed at this event and their equipment are required to comply with SafeWork SA Guidelines and all WHS procedures.
- To report any serious workplace accidents or incidents at your event, please contact SafeWork SA on 1800 777 209 (24 hours service) and advise Council that this call has been placed.
- The licence holder must familiarise themselves with Council's Noise Control conditions outlined in the Event Licence Conditions.
- The event site must be left in a clean and tidy condition and all debris, especially cable ties, metal stakes/fragments, empty bottles, food scraps etc, must be removed by the user immediately after the event. Failure to do so will entitle Council to employ the necessary labour to clean up the site, the cost of which will be recovered from the licence holder. Any costs incurred by Council to repair any damaged infrastructure directly caused by failure to clean up following your event will also be passed onto the licence holder.
- Please be aware of the following Council by-law:

“No person on Council land shall give out or distribute to any bystander or passer-by any handbill, book, notice, or other printed matter; unless otherwise approved by the City of Holdfast Bay events team”.

Council confirms the following:

- Storage containers, ticket booth, food stalls and associated infrastructure will be stored in the leased area.
- The site may be fenced for security reasons.
- Promotional signage may be displayed at this event.
- Residents and businesses must be notified of the event via letter box drop and or email at least two weeks prior to the event.
- If the State Emergency Service (SES) advises that hot weather is of concern and has issued an extreme heat watch notification, please activate your extreme heat action items on your risk management plan.

Council will deliver/provide the following:

- XX bins will be delivered (please move them to positions that are suitable to this event and return them to the drop off point at the end of each day for waste collection).
- Appropriate site levelling and sand movement.

This licence is liable to be revoked by Council if the licence holder fails to comply with any condition of this licence or may be revoked in any other justifiable circumstance.

If you require any assistance during the event in regard to parking issues, access issues, disruption to your event from other reserve users, please call Council's Inspectors on (08) 8229 9999 (this call will be answered and actioned by an after-hours answering service).

If inclement weather is expected leading up to the event, the City of Holdfast Bay in discussion with the licence holder will make the decision whether to continue with the staging of the event in the interests of public safety and best management practice.

If you require any further information or assistance please phone xxxx or xxxx

If you are in agreement with all of the above, **please sign and return a copy** of this document to confirm your acceptance of the above conditions of this licence for the **Beach Activation**.

Kind Regards,

Xxx xxx

Team Leader Events

I acknowledge that I have read and understood the licence conditions and agree to abide by and be bound by the said conditions.

.....
Signed for the City of Holdfast Bay

Name: _____

Title: _____

Date: _____

.....
Signed for the XXXX

Name: _____

Title: _____

Date: _____