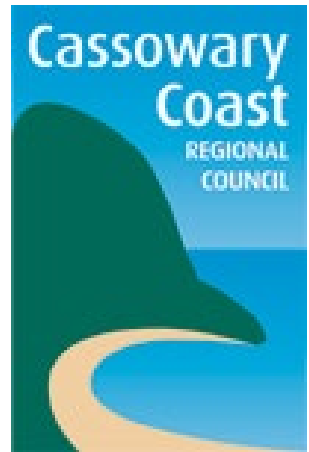




RESPONSE SCHEDULES

CONTRACT # COL000019

Request for Tender:

Cowley Beach Caravan Park

2 Bambarook Road, Cowley Beach

Response Overview and Checklist		
The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its Response. Except where a Response Schedule provides otherwise, a Response which does not include this checklist and all of the information below may be treated as a Non-Conforming Response		
Item	Included – Yes ✓	Included – No X
Tender Form : Cowley Beach Caravan Park (COL000019) Property : 2 Bambarook Road, Cowley Beach Qld 4871	☐	☐
Schedule A – Tenderer Details, Conflicts of Interest and Legal Matters		
Schedule A1 – Tenderer Details	☐	☐
Schedule A2 – Conflicts of Interest	☐	☐
Schedule A3 – Legal Matters	☐	☐
Schedule B – Fee and Solvency	☐	☐
Schedule B1 – Fee and Possible Review	☐	☐
Schedule B2 – Solvency of Tenderer	☐	☐
Part 1: Business Plan (30% of evaluation)		
1. Describe the proposed use (s) of the site and the services that the Tenders provides or intends to provide	☐	☐
2. Business Plan: - Provide a Business Plan detailing use, operations, programs, asset management and funding strategies for the operation and management of the assets - Evidence of experience in operating a like business - Funding strategies that demonstrate long term sustainability and financial viability	☐	☐
3. Site utilisation - How will the site be utilised (intensity, scale, layout assumptions) - Expected user groups and visitation profile - Seasonal or peak usage considerations if the proposed use is tourism activities	☐	☐
4. Operational Model - Management and delivery model - Booking and management systems - Staging or transition arrangements (if applicable) - Hours of operation and staffing structure	☐	☐

Response Overview and Checklist		
The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its Response. Except where a Response Schedule provides otherwise, a Response which does not include this checklist and all of the information below may be treated as a Non-Conforming Response		
Item	Included – Yes ✓	Included – No X
5. Planning and Compliance - Preliminary consideration of planning controls and site constraints - Likely approvals required (acknowledging this EOI is not an approval)	☐	☐
6. Rental Offer - What is the proposed commencing annual rental offered by the applicant	☐	☐
Part 2: Community and Economic Benefit (30% of evaluation)		
1. Community Benefit - How the proposal meets identified community needs - Accessibility, inclusivity, and affordability considerations - Opportunities for community use or shared benefit	☐	☐
2. Economic Contribution - Local employment opportunities (direct and indirect) - Commitment to local procurement and suppliers - Contribution to tourism, visitation or regional activation - Marketing and promotion strategies	☐	☐
3. Partnerships and Engagement - Existing or proposed partnerships with local organisations - Engagement with community groups, Traditional Owners or tourism bodies - Ideas to increase visitation including providing other community services and activities	☐	☐
Part 3: Sustainability (25% of evaluation)		
1. Environmental Sustainability - Water, waste and energy management initiatives - Environmental protection measures relevant to the site - Climate resilience and flood-awareness considerations	☐	☐
2. Asset Management - Approach to maintenance and lifecycle management - Any proposed upgrades, renewals or improvements	☐	☐
3. Long-term Viability - How the proposal supports sustainable, ongoing use of the asset - Risk mitigation for changing demand or operating conditio	☐	☐

Response Overview and Checklist				
The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its Response. Except where a Response Schedule provides otherwise, a Response which does not include this checklist and all of the information below may be treated as a Non-Conforming Response				
Item	Included – Yes ✓	Included – No X		
4. Financial Capacity - Evidence of financial viability and resourcing supported in the Business Plan referred to in Part 1	☐	☐		
Part 4: Governance Compliance (10% of evaluation)				
1. Please provide the following essential governance information: - Organisational Governance - Legal structure and decision-making framework - Key personnel and roles - Policies supporting ethical conduct and accountability	☐	☐		
Part 5: Compliance (5% of evaluation)				
1. Please provide the following essential compliance information - Risk Management - Key risks associated with the proposal - Risk mitigation strategies - Insurance and compliance capacity - Workplace Health and Safety approach	☐	☐		
The Tenderer is to provide details of the following insurances and attach certificates of currency: <u>WORKERS COMPENSATION</u> Policy Number: Expiry Date: <u>PUBLIC AND PRODUCT LIABILITY</u> The Council to be noted as an interested party on the policy. Insurance Company: Policy Number: Expiry Date: Indemnified amount for any one occurrence: Any Limit of Indemnity:			☐	☐
The Tenderer must attach all current certificates, accreditations, permits and licences necessary for the Tenderer to provide its service.	☐	☐		

Response Overview and Checklist					
The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its Response. Except where a Response Schedule provides otherwise, a Response which does not include this checklist and all of the information below may be treated as a Non-Conforming Response					
Item				Included – Yes ✓	Included – No X
Name of Certificate, Accreditation, Permit or Licence		Issued To	Expiry Date		

Tender Form – COL000019 – Cowley Beach Caravan Park

Lease Agreement over Cowley Beach Caravan Park, 2 Bambarook Road, Cowley Beach Q 4871	
[TENDERER TO INSERT CORRECT LEGAL ENTITY OF RESPONDENT] (Tenderer):	
1. offers to occupy the Cowley Beach Caravan Park as identified in the Request for Tender set out below and in accordance with: (a) Request for Tender (b) CCRC Procurement Process Conditions; and (c) Lease Agreement 2. acknowledges that it has read and understood the Request for Tender and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in, the Request for Tender or any part of it; 3. warrants and represents that all information provided by the Tenderer in the Response Schedules is true and correct; and 4. acknowledge that this Response remains valid and open for acceptance until the end of the Tender Validity Period.	
Signed for and on behalf of the Respondent by the person identified below, who warrants by signing that they are duly authorised to sign for and on behalf of the Respondent:	
Name:	[RESPONDENT TO INSERT NAME OF SIGNATORY]
Position:	[RESPONDENT TO INSERT POSITION OF SIGNATORY]
Signature:	[RESPONDENT TO SIGN]
Date:	[RESPONDENT TO INSERT DATE]
<i>Note: The Tender Form is to be signed by a person or persons having full authority to bind the Respondent for the purposes of the Response and evidence of such authority must be provided on request.</i>	
Collection, use and disclosure of information <i>The Principal collects personal information and non-personal information in the Response so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) and the Local Government Regulation 2012 (Qld). The information in the Respondent's Response will be accessible by employees of the Principal and third-party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Response may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) and the Right to Information Act 2009 (Qld).</i>	

Schedule A – Tenderer Details, Conflicts of Interest and Legal Matters

Schedule A1 – Tenderer Details

Name of Tenderer:	
Trading As:	
Address:	
ABN or ACN:	
Telephone Number:	
Email:	
Name of Directors:	
Name of Manager:	
Name of Parent Company (if applicable):	
Names of Subsidiary and Associated Companies:	
Years in business under current structure:	
Other businesses in which the Tenderer has a financial interest:	
Is the Tenderer acting as a trustee of a Trust?	
Name and Details of Tenderer's Trust*	
Trust Name:	
Names of all of primary beneficiaries:	
* Note: The Tenderer is to include a copy of the trust deed, tick if attached: Yes ☐ No ☐	

Tenderer's Representative

Please identify the person who will be the Tenderer's representative during the Procurement Process.

Name of Representative:	
Mobile Number:	
Email address:	

Schedule A2 – Conflicts of Interest

Will any actual or potential conflict of interest in the performance of the Tenderer's obligations under the proposed Facility Use Agreement exist or are any such conflicts of interest likely to arise during the term of that Agreement?	Yes ☐ No ☐
If "Yes", please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:	

Schedule A3 – Legal Matters

Please provide details of any significant outstanding legal matters affecting the Tenderer or any of its Directors or any significant legal disputes involving the Tenderer or any of its Directors settled or determined in the last three (3) years including any prosecutions.

Nature of legal matter	Status of legal matter	Date resolved (if resolved)

Note: This is a mandatory schedule. If there are no legal matters to note please indicate "Not Applicable".

Schedule B – Fee and Solvency of Tenderer

Schedule B1 – Fee and Possible Review

The Tenderer agrees to pay the fees for the Lease as set out in the Request for Tender.	☐ Yes	☐ No
Does the Tenderer accept that 2026/27 fee disclosed in the Request for Tender may increase or decrease following a market valuation appraisal currently being undertaken by a licenced valuer subject however to the Tenderer's right to withdraw this tender or to terminate any Lease Agreement if the revised fee for 2026/27 results in an increase greater than 5% of that stated in the Request for Tender?	☐ Yes	☐ No

Schedule B2 – Solvency of Tenderer

Is the Tenderer currently, or has the Tenderer at any time in the last 5 years been, unable to pay its debts as and when they become due and payable?	Yes ☐	No ☐
Is a liquidator or provisional liquidator currently appointed in respect of the Tenderer or been appointed in respect of the Tenderer in the last 5 years?	Yes ☐	No ☐
Is, or at any time in the last 5 years has, a controller, manager, trustee, receiver, receiver and manager, administrator or similar officer been appointed to the Tenderer or any asset of the Tenderer?	Yes ☐	No ☐
In the last 5 years, has any application been made to a court for an order, or has an order been made, a meeting convened or a resolution passed, for the purpose of: (a) appointing a person referred to above; (b) winding up or de-registering a party; or (c) proposing or implementing a scheme of arrangement.	Yes ☐	No ☐
In the last 5 years has any application been made to a court for an order, or has an order been made, a meeting is convened, a resolution passed or any negotiations commenced, for the purpose of implementing or agreeing: (a) a moratorium of debts of any party; (b) any other assignment, composition or arrangement (formal or informal) with a party's creditors; (c) any similar proceeding or arrangement by which the assets of a party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee; or (d) any agreement or other arrangement of the type referred to in this paragraph 0 been ordered, declared or agreed.	Yes ☐	No ☐

Schedule D – Economic and Community Benefits

Schedule D1 – Economic Benefits

Describe the services that the Tenderer provides or intends to provide using the Vessel (" Services ") for example: • Tourism (including transport, taxi and charter) services; • Science research and development; • Commercial fishing; • Other	Current (last 1-2 years)
	Future (new or expanded Services)

Response for Tourism Services only

Has the Tenderer previously provided Tourism Services in the Mission Beach or Cassowary Coast Regional Council area in the past 3 years? If "Yes" provide details of: • Past passenger numbers, frequency of the Services provided and any other relevant information that demonstrates the economic benefits that the Services provide to the region together with supporting data • Future estimated passenger numbers and frequency of the Services for the period 1 July 2026 to 30 June 2027	Yes ☐ No ☐
If "No" provide details of: • When will the Tourism Services commence? • Estimated passenger numbers and frequency of the Tourism Services for the period 1 July 2026 to 30 June 2027	
Provide details of any forward bookings, inbound tour agent contracts, commitments to advertising or marketing in relation to the Tourism Services including links to such advertising or marketing	
Does the Tenderer provide other tourism related services or products in the Mission Beach or Cassowary Coast Regional Council area which rely on the use of the Vessel? If "Yes" provide details of: • Those other related tourism services or products including estimated revenue and economic benefits that they generate. How use of the Vessel compliments or supports those other tourism services or products	Yes ☐ No ☐
In addition to the details relating to the provision of the Tourism Services described above, provide details of the Tenderer's previous experience in other tourism related enterprises.	

Response for Other (Non-Tourism) Services – if applicable

Describe how the Services to be provided by the Tenderer provide economic benefits to the Mission Beach or Cassowary Coast Regional Council area.	
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Schedule D2 – Community Benefits

Do the Tenderer's operations cater for persons with limited or restricted means of access? If "Yes" provide details of how it caters for such persons	Yes ☐ No ☐
Does the Tenderer participate or contribute to local community programs or events? If "Yes" provide details and outline any initiatives which the Tenderer currently implements or intends to implement to support local community programs or events.	Yes ☐ No ☐

Schedule E – Local Content

Does the Tenderer have business premises located within the Cassowary Coast local government area for the delivery of the Services? If "Yes" provided details (address).	Yes ☐ No ☐
How many full-time, part-time or casual employees does the Tenderer currently employ or intend to employ in providing the Services with the Vessel?	Current Employees: Future Employees (1 – 3 years):
Outline any initiatives which the Tenderer currently implements or intends to implement to support the local community.	

Schedule F – Lease Agreement

The Tenderer agrees to sign a Lease Agreement. An example of this agreement will be made available during the application period via the CCRC website.

Relevant Clause or part of the Agreement	Requested Amendment or Variation

ANNEXURE A – LEASE AGREEMENT

