

# Laverton Community Hub

## Expression of Interest

### Lease of Cafe



Hobsons Bay  
CITY COUNCIL



#### Cafe Vision

Provide customers with high quality food and beverages at an affordable price

Provide exceptional service

Create a place of warmth and welcome that echoes the wider vision of the  
Laverton Community Hub

**Expressions of Interest Close**

**Monday, 2<sup>nd</sup> April 2012 2.00pm**

## Introduction

Hobsons Bay City Council (the Council) is seeking expressions of interest for the lease of a cafe in the new Laverton Community Hub, located on the site bordered by Crown Street, Railway Avenue and Donald Street, Laverton.

The facility is owned by the Council and is currently under construction with completion due in early 2013.

The Council is seeking expressions of interest from experienced food retail operators who can demonstrate a proven track record in delivering a high standard of food and beverage service.

This expression of interest will be the first stage of a two stage tender process. The expression of interest stage will result in a shortlist of operators who will be invited to provide further information as part of the tender.

## Background

- The Laverton Community Hub has been funded by the Council to the value of \$7,600,000 and the state government has provided funds through the Victorian Community Support Grant Scheme to the value of \$1,000,000.
- The Community Hub will replace and expand on the existing community services in the area. It is expected that 187,000 people will visit the hub on an annual basis. There will be 90 staff members based at the Hub and there will be additional visitors to the hub using spaces on a casual hire basis. This may also include a church group on Sundays.
- Visitors to the Community Hub will attend for a number of reasons including child care, seniors programs, youth programs, health care, adult education programs and informal community group gatherings.
- The Community Hub will operate five days per week with space available for hire on Saturdays and Sundays.
- The successful operator will have the opportunity to provide catering services to the groups located within the hub.
- There may also be the opportunity for the successful operator to provide catering services for functions held within the function centre of the hub which is supported by an additional fully fitted commercial kitchen.
- The successful cafe operator will be a key stakeholder on the site and will be required to attend periodic management meetings with the Council and Community Hub staff.
- The name of the cafe will be selected by the successful operator with the approval of the Council.

## Details of the Premises

### Location

Laverton Community Hub will be a signature building that reflects the values and character of the Laverton community and conveys a sense of pride of place and welcome for all. The excellent facilities located within the Community Hub will attract residents from Laverton and the surrounding area. The cafe, located adjacent to the front entrance of the hub, will be a natural gathering place for all who utilise the hub.

Laverton Community Hub is currently under construction and will be completed in early 2013. The completed facility will house a number of service providers and community groups.

Located 500m from the Laverton Railway Station the site is also in close proximity to Laverton's main shopping precinct, Aviation Road, and will be a community meeting place for several community groups.

A location plan and site plan are attached as Appendix 1.

### Premises for Lease

The cafe is approximately 30m<sup>2</sup> which is made up of 15m<sup>2</sup> of servery space and 15m<sup>2</sup> of kitchen space.

Also included in the leased area is indoor seating space for approximately 45 and a unisex disabled toilet for staff and customers.

The cafe will be fitted out by the Council and will contain fixtures and fittings as detailed in Appendix 5.

In addition, the successful respondent will have the opportunity to negotiate with the Council for the use of an outdoor seating area as shown in Appendix 2.

A floor plan of the cafe and toilets is attached in Appendix 3.

## Council's Objectives

In leasing the cafe, the Council's objectives are to:

- support healthy and affordable eating options;
- make available to members of the general public a cafe facility which provides a high quality standard of food, beverage and service, which optimises its exceptional location and is comparable with surrounding uses and the requirements of the Council;
- support a revenue stream to the Council for the duration of the lease;
- contain risk to the Council in the operation of the café; and
- Ensure the long-term sustainability and viability of the café.

## Lessee's Responsibilities

The successful Lessee will be responsible for:

- obtaining all cafe permits and registrations;
- all cafe utilities and consumables;
- procurement and installation of Point of Sale system/s;
- procurement and installation of coffee machine and grinder;
- procurement of all serving and operational items;
- procurement of all loose furniture required for the cafe and dining space;
- all cafe cleaning (including filters and traps);
- maintaining minimum operating hours throughout the term of the Lease. Hours of operation to be determined in negotiation with the Council;
- contribution to the cost of regular cleaning of common areas including toilets and toilet supplies;
- cost of Cafe signage as agreed by the Council; and
- a bank guarantee equivalent to three months rental, to be held against satisfactory compliance with Lease terms over the full term of the Lease.

A summary of the lease terms and conditions is included in Appendix 6.

## Expression of Interest Process

Responses to this invitation for Expression of Interest must be in writing and include three (3) hard copies of the following:

- a completed, signed and dated Expression of Interest form (Available as Appendix 7);
- the respondents proposed menu and pricing structure;
- the resume of all respondents; and
- any other supporting documentation the respondent feels is relevant to the EOI.

All proposals must be clearly marked “EOI- Laverton Community Hub- Cafe” and lodged in the tender box in the foyer of the Council’s offices at:

**Hobsons Bay Civic Centre**

**115 Civic Parade**

**Altona Vic 3018**

**On or before 2.00pm Monday, 2<sup>nd</sup> April** Each respondent must clearly identify in its proposal that the principle terms set out in this document are acceptable or identify any amended or additional terms or conditions that would be required by the respondent if chosen to be the preferred tenant.

Responses received electronically, by facsimile or lodged after the closing time will not be accepted.

The Council is not under any obligation to:

- provide a respondent with a further opportunity to respond to this invitation of Expression of Interest; or
- allow a respondent to vary its proposal once that proposal has been lodged.

A respondent will only possess the right to lodge a variation to its proposal, or lodge a supplementary proposal, where it has sought the approval of the Council (which may be given or withheld at the Council’s absolute discretion) in writing and the Council, in writing, has granted its consent to such a request.

Indicative timing of the Expression of Interest process is summarised as follows, subject to the Council having the right to vary both the timing and process.

### **Monday, 5th March 2012**

Call for Expression of Interest– advertised on the Council website and in local newspapers.

### **Monday, 2nd April 2012**

Expression of Interest Closes at 2.00pm.

### **May 2012**

Selective Tender Opens. On completion of the Expression of Interest process the Council may select any or several of the respondents to complete the Tender process.

### **June 2012**

Tender Closes.

### **August 2012**

Following a Council meeting the Tender will be awarded and a letter of acceptance issued by the Council to the successful tenderer.

### **Early 2013**

Lease Commencement.

## Evaluation Process

In assessing each proposal, the Council will use the following evaluation criteria (not listed in any particular order of importance):

- the respondents ability to meet the Council's objectives;
- the respondent's ability to demonstrate relevant business experience and the skills necessary to undertake the management and operation of the café;
- the respondent's ability to deliver quality services and provide a high level of customer service; and
- the respondents preferred lease terms (financial return to the Council).

The Council reserves the right to assess the merits of each proposal by taking into account any matter, fact or circumstance which the Council may deem appropriate, in its absolute discretion.

The Council will not be bound to engage any respondent or review any proposal that does not conform with the requirements set out in this documentation.

The respondent acknowledges that the Council is not bound to accept any proposal submitted in response to this invitation for Expression of Interest and may terminate the Expression of Interest process at any time.

The submission of a proposal does not give rise to any contract governing, or in any way concerning, the Expression of Interest process, or any aspect of the Expression of Interest process. The Council expressly disclaims any intention to enter into such a contract.

## General Information

### No Fettering

Nothing in this document shall fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use of the cafe or the granting of any planning or building approval.

### Compliance with Statutory Requirements

If required, the Lease is subject to and conditional on:

- The Council giving public notice of its intention to lease the cafe under section 190 of the Local Government Act 1989, hearing any submissions made in respect of such public notice under section 223 of the Local Government Act 1989, and resolving whether or not to enter into the Lease.

### Confidentiality

While all Expressions of Interest will be treated as confidential between The Council and the applicant, the requirements of the Freedom of Information Act must be recognised.

No submission or part there of will be disclosed to any other party without prior agreement. Prior to the Council providing any information of a confidential nature to any applicant, that applicant will be required to enter into a Confidentiality Agreement which protects the Council's interests.

## **Canvassing**

The respondent, their employees or consultants must not approach, or request any other person to approach a Councillor, member of the Council's staff or consultant engaged by the Council:

- to solicit support for their proposal; or
- otherwise seek to influence the outcome of the Expression of Interest process.

Respondents will, to the extent practicable and reasonable, avoid socialising with Councillors, or members of the Council's team evaluating the Proposals and, where such socialising occurs, will refrain from discussing their proposal.

## **Further Information**

For further information please contact:

Alex Gildea

Coordinator Community Facilities

03 9932 1000

[agildea@hobsonsabay.vic.gov.au](mailto:agildea@hobsonsabay.vic.gov.au)

## Disclaimer

This document is intended to provide prospective respondents with background information to this project. While every care has been taken in the preparation of the information contained in this document, and it is believed to be accurate, the Council gives no warranty, expressed or implied, as to the accuracy or completeness of any information contained in this document or which may be provided in association with it, in writing or oral, or whether provided on or before the date of this document or in the future by the Council, its officers or agents in relation to this document or the cafe.

Neither the Council nor any of its consultants accept any responsibility to any respondent or other third party under the law of contract, tort or otherwise for any loss or damage which may arise from anything contained in this document, any matter deemed to form part of this document, the supporting information or documents referred to in this document or any information supplied on behalf of the Council.

All information given to a respondent and ultimately the tenant by the Council or its respective officers or agents will be given on an “all care and no responsibility” basis.

This document and attachments are not intended to be exhaustive or to replace the need for prospective respondents to make their own enquiries. It is incumbent on each organisation and ultimately the preferred proponent to make its own enquiries, examinations, investigations, interpretations, deductions and conclusions and rely on its own information and verification of information provided. The information is provided on the basis that it is not binding on the Council.

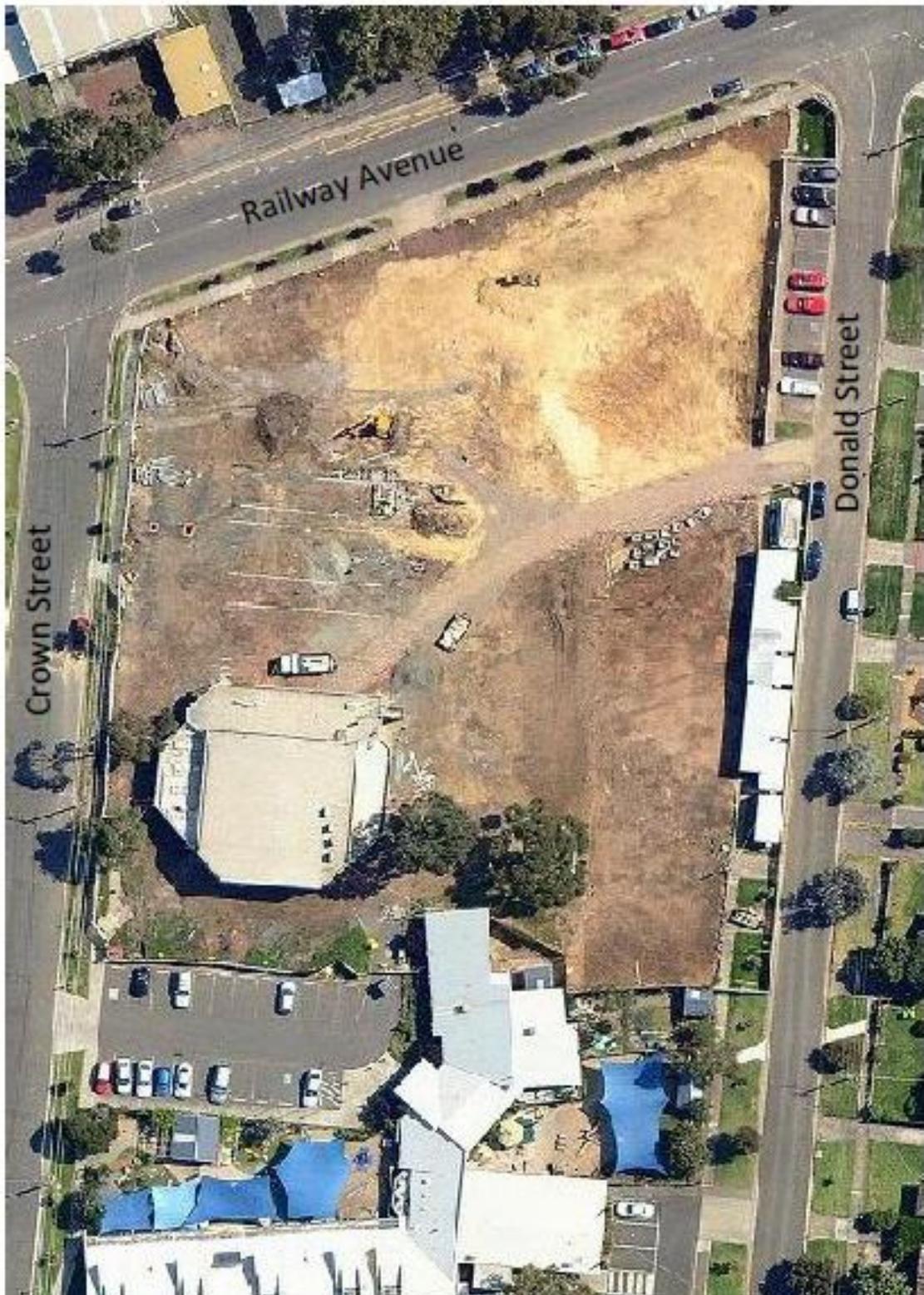
By receiving delivery of this document, each organisation and ultimately the tenant shall, without qualifications, be deemed to have acknowledged acceptance of and shall be bound by the provisions of this disclaimer.

The Council reserves the right not to lease the cafe and to decline to discuss the process further with any parties. No reimbursement of costs will be paid to persons or organisations preparing proposals in relation to this document.

No unsuccessful respondent will be entitled to any redress against the Council or in the event that the Council permits and amendments or additions to any proposals or enters into any agreement in relation to the proposed lease with any other person whether an organisation or not.

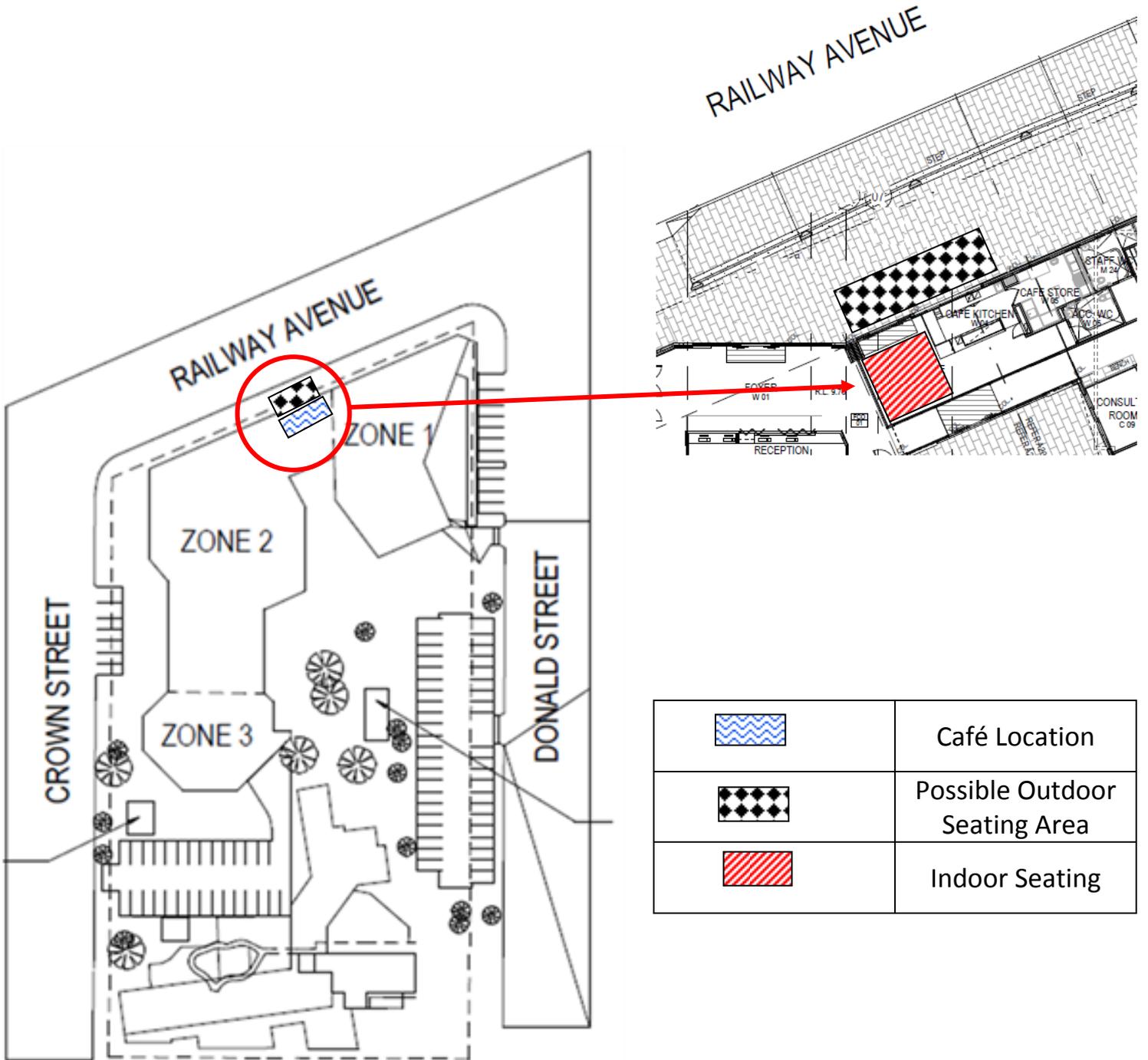
## Appendix 1

### Site Location- Aerial View



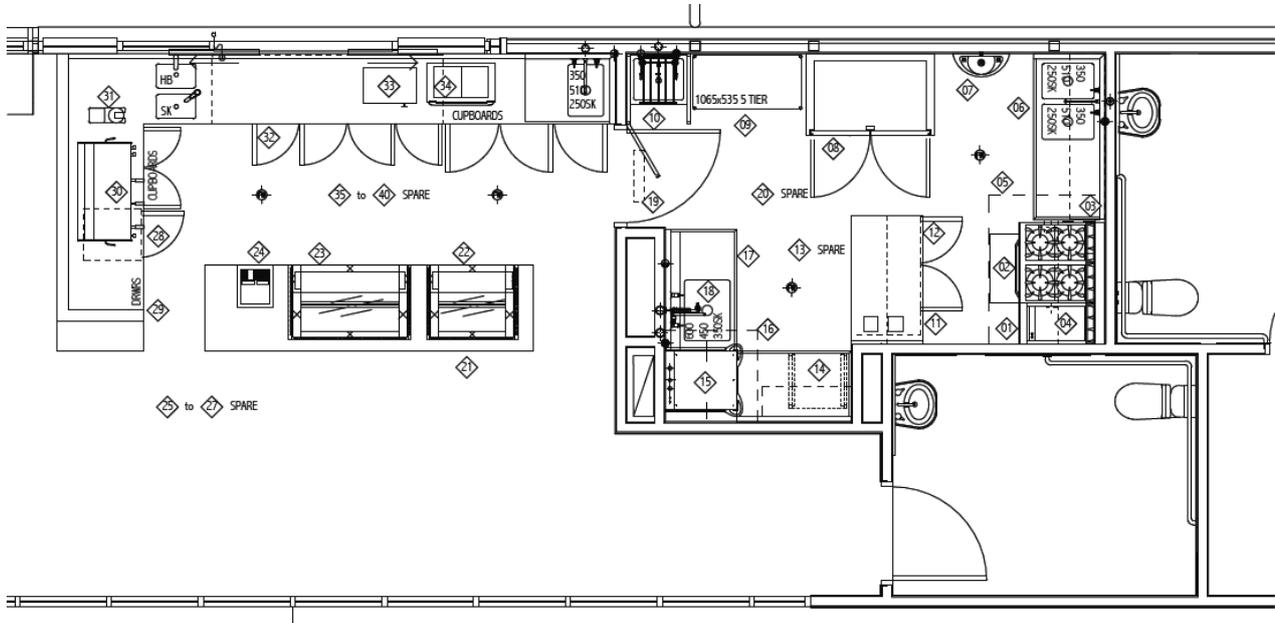
## Appendix 2

### Café Location



# Appendix 3

## Café Layout



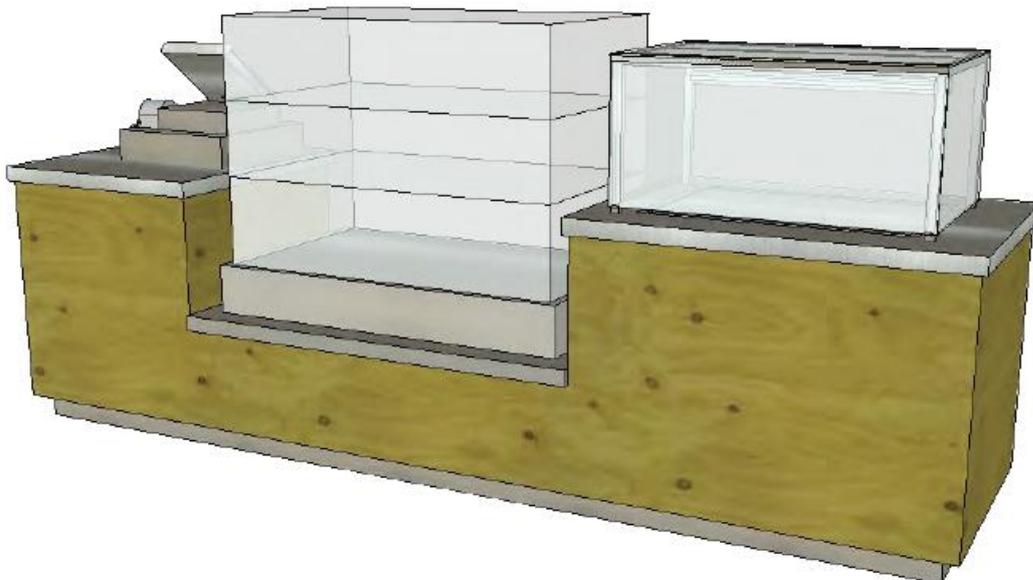
No.	Description	Qty
1	Grill Plate with Base Unit and Door	1
2	Gas range - 4 burner	1
3	Wall lining (fire rated), services duct & heat deflector	1
4	Two tier tubular wall rack	1
5	Exhaust canopy	1
6	Bench - Wet prep	1
7	Hand wash basin handsfree	1
8	Fridge/Freezer- upright	1
9	Shelving 5 tier	1
10	Cleaners cupboard & sink	1
11	Bench - chef prep	1
12	Fridge - underbench	1
13	Spare	
14	Dishwash outlet bench	1
15	Dishwasher passthrough	1
16	Dishwasher condensate hood	1
17	Dishwash inlet bench & spray rinse arm w/ add on faucet	1
18	Spray rinse arm	1
19	Insect Lamp	1
20	Spare number	
21	Servery counter	1
22	Food display - hot	1
23	Food display - cold	1
24	Cash register system	1
25	to 27 spare	
28	Milk Fridge	1
29	Back counter	1
30	Coffee espresso machine	1
31	Coffee grinder	1
32	Fridge - underbench	1
33	Microwave oven	1
34	Pressure toaster	1
35	to 40 spare number	

## Appendix 4

### Café Counter Details



**Café Back Counter**



**Café Front/ Servery Counter**

## Appendix 5

### Fixtures and Fittings

<u>Description</u>	<u>Qty</u>	<u>Provided By</u>	<u>Make/ Supplier</u>	<u>Model</u>	<u>Specifications/ notes</u>
Grill Plate with Base Unit and Door	1	The Council	Mareno	FT7-4GL XBV-P4 BV7-4	
Gas range- 4 burner	1	The Council	Mareno	C7FG-8G	
Wall Lining (fire rated), services duct & heat deflector	1	The Council	Custom		
Two tier tubular wall rack	1	The Council	Custom		Stainless steel two tier wall rack w/ removable inserts
Exhaust Canopy	1	The Council	Halton Stoddarts	KVI	
Bench- wet prep	1	The Council	Custom		Prep bench sized and arranged as per shop drawings constructed in accordance with TD11 & 14. Bench top: Full drainer Support: on legs and off wall Over bench: 2 tier solid shelves Under bench: base & mid shelf Sinks: 450x510x250 Tap-ware: Yellow YX315XYP112
Hand wash basin handsfree	1	The Council	Custom		Slimline hand wash basin w/ electronic sensor and tap in accordance with TD95
Fridge/ Freezer upright	1	The Council	Skope Centaur	BC126-2RFOS-E	2 door upright combination fridge/ freezer
Shelving 5 tier	1	The Council	Atlas	Wire	1065x535 5 tier wire shelving
Cleaners cupboard & sink	1	The Council	Custom		
Bench- chef prep	1	The Council	Custom		Chef prep bench sized and arranged as per shop drawings constructed in accordance with TD12. Bench top: Plain Support: Install on plinth and support off item 12 Over bench: 2 tier shelves w/ Hatco GRAH heat lamp w/ infinite controls
Fridge- Underbench	1	The Council	Skope Centaur	BC-120-C-2RROS-E	2 door underbench fridge
Dishwash outlet bench	1	The Council	Custom		
Dishwasher passthrough	1	The Council	Hobart	ECOMAX 600	Lessee chemical suppliers to supply and install detergent and rinse aide pumps

## Appendix 5 continued

<u>Description</u>	<u>Qty</u>	<u>Provided By</u>	<u>Make/ Supplier</u>	<u>Model</u>	<u>Specifications/ notes</u>
Dishwasher condensate hood	1	The Council	Custom		
Dishwash inlet bench & spray rinse arm w/ add on faucet	1	The Council	Custom		
Spray rinse arm	1	The Council	Yellow	YWS021 & YO63-Y182	Splashback mounted spray rinse arm with add on faucet
Insect Lamp	1	The Council	Starkey	DS220	At ceiling height
Servery Counter	1	The Council	Custom		Sized and arranged as per drawings in accordance with TD56. Complete with provisions for hot & cold food displays & cash register. Base & midshelf under hot food display.
Food display-hot	1	The Council	Hatco	GRSB-30-I	Custom glass canopy and heat lamp
Food display-cold	1	The Council	Koldtech Stoddarts	SQRD1200	
Milk fridge	1	The Council	Skope	HB80	
Back Counter	1	The Council	Custom		Sized and arranged as per drawings. Cupboards to be lockable. GPO locations to be determined on site with Lessee.
Fridge-underbench	1	The Council	Skope Pegasus		4 door underbench fridge. Provide glass doors and allow to frost 2 @ RHS. Install on plinth.
Microwave oven	1	The Council	General FSM	GEW1000E	
Pressure Toaster	1	The Council	Rowlett Rutland	RE200	Supplier: FSM
Coffee espresso machine	1	Lessee			Lessee to liaise with the Council contractor for installation
Coffee grinder	1	Lessee			Lessee to liaise with the Council contractor for

## Appendix 6

### Extract of lease Terms and Conditions

Landlord:	Hobsons Bay City Council 115 Civic Parade Altona VIC 3018
Tenant	..... .....
Premises:	Cafe Crown Street Community Hub Cnr Crown Street and Railway Avenue Laverton VIC 3028
Permitted Use:	Cafe and sale of coffee and light refreshments
Commencing Base Rental:	\$..... per annum plus GST, payable in equal calendar monthly installments in advance
Outgoings:	In addition to rent, the Tenant must pay for: <ul style="list-style-type: none"><li>• The Council rates, electricity, gas and water charges, telephone charges.</li><li>• All charges associated with the operation of the Tenant's business from the premises including cleaning and repairs of the premises and equipment, maintenance of the garden and external areas and removal of rubbish in the vicinity of the premises</li><li>• A proportion of building insurance, garbage disposal, operation and maintenance of any mechanical services in the premises.</li></ul>
Term of Lease:	Terms of lease and options TBA
Further Term:	TBA
Lease Commencement Date:	No later than (TBA) or, if required, completion of the Council's statutory obligations relating to the grant of lease.
Rental Commencement Date:	One month after Lease Commencement Date.
Base Rent Review:	Annual CPI increase except at the commencement of any Further Term when there shall be a review of market rental. Shall be by agreement between the parties or failing agreement as determined by an independent valuer, the cost of which is to be shared equally between the parties.
Security Deposit/ Bond:	An amount equivalent to three (3) months rental (plus GST) that may be by way of a Bank Guarantee.
Legal Costs:	The Landlord's solicitors will prepare a draft lease and each party will be responsible for its own costs with respect to the finalisation of the Lease.

## Appendix 6 continued

Insurance:	The tenant is required to take out public liability insurance for a minimum of \$20 million.
Landlord's Installations:	<ul style="list-style-type: none"> <li>• All 'Council' items as detailed in Appendix 5</li> <li>• Paved area adjacent to the tenancy</li> <li>• Landscaping</li> <li>• Operable glass doors</li> </ul>
Tenant's Works:	<ul style="list-style-type: none"> <li>• All 'Lessee' items as detailed in Appendix 5</li> <li>• Connection of services</li> <li>• Procurement of all loose furniture, serving and operational items</li> <li>• Securing of all consents, permits and approvals required for the operation of the cafe</li> </ul> <p>All of the above works shall be undertaken by the Tenant (at the Tenant's cost) in accordance with plans approved by the Landlord.</p> <p>The Tenant is to use its best endeavours to secure the above approvals within the shortest practicable time scale. The Tenant's works are to be completed within one month of the Lease Commencement Date.</p>
Goods & Services Tax:	The amount of any Goods and Services Tax (GST) levied in respect to any supply made under or in accordance with the Lease (including, but not only, the leasing of the premises) will be reimbursed to the Landlord by the Tenant.
Special Conditions:	<ol style="list-style-type: none"> <li>1. If required, the Lease is subject to the Landlord giving public notice of its intention to enter into the Lease pursuant to section 190 of the <i>Local Government Act 1989</i> and resolving to grant the Lease after hearing any submissions pursuant to section 223 of the <i>Local Government Act 1989</i>;</li> <li>2. The minimum operating hours for the premises will be: (TBA) (Note: Maximum operating hours- Monday to Friday 7.00am to 7.30pm, Saturday and Sunday 9.00am to 2.00pm);</li> <li>3. The placement of any signage that can be viewed from outside the premises will require the Landlord's approval in addition to any planning approvals required by the Council;</li> <li>4. The name of the premises will be subject to the Landlord's reasonable (written) consent;</li> <li>5. The Tenant will negotiate to use the courtyard, shared foyer and outdoor area adjacent to the premises for the seating of patrons. The Tenant is to maintain the licensed area in a safe, clean and tidy condition at all times;</li> <li>6. The Tenant must take all necessary measure to minimise the spread of food and cooking odours from the immediate vicinity of the premises;</li> <li>7. The menu offered by the Tenant will have a focus on healthy eating; and</li> <li>8. The Tenant must not consume or permit to be consumed any alcohol on the premises.</li> </ol>

## Appendix 7



### EXPRESSION OF INTEREST FORM

A. Respondents must complete the following details:

#### Contact Details

<b>Name:</b>	
<b>Company Name:</b> <b>ACN:</b> <b>ABN:</b>	
<b>Mailing Address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	

## Previous Experience

Please provide details of previous industry experience which demonstrates your ability to succeed in this venture:

<b>Experience One:</b>	
<b>Experience Two:</b>	
<b>Experience Three:</b>	

## References

Please provide contact details of three relevant references:

<b>Referee 1:</b>  Name: Company: Address: Phone:	
<b>Referee 2:</b>  Name: Company: Address: Phone	
<b>Referee 3:</b>  Name: Company: Address: Phone	

## Lease Terms

Please provide details of your preferred lease terms:

<b>Lease Term:</b>	<input type="checkbox"/> 3 years + 3 year option <input type="checkbox"/> 5 years + 5 year option <input type="checkbox"/> 10 years + 5 year option <input type="checkbox"/> Other. Please specify _____
<b>Rate:</b> Please nominate the rate per square meter/ per annum you would be prepared to pay as the successful Lessee:	
<b>Other Comments:</b> If you have any further comments in relation to the lease please list them	

<b>Preferred Operating Hours:</b>	Monday to Friday _____ Saturday _____ Sunday _____
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## Submission Checklist

All submissions must include:

- Completed, signed and dated Expression of Interest Form
- Proposed menu and pricing structure
- Resume of all respondents
- Any other supporting documents (Please list attached documents)

.....  
.....  
.....  
.....

**B. Acknowledgement and declaration**

We acknowledge that, by submitting this proposal, we accept and acknowledge that we are bound by the terms and conditions stated in the invitation.

We declare that we have no direct or indirect conflict of interest in participating in the development outlined in the Invitation.

We authorise the Council to contact our Referees as noted above and to obtain from them any relevant information to assist the Council in evaluating this proposal.

**DATED:**

*If the respondent is a company:*

**SIGNED** for and on behalf of .....

By:

) .....

.....  
**(Sign And Print Name and Title)**

*If respondent is an individual:*

**SIGNED** by:

) .....

.....  
**(Sign And Print Name and Title)**

In the presence of:

.....

.....

Witness  
**(Sign and Print Name)**