



25 September 2024

## Expression of Interest

Busselton Margaret River Airport  
Kiosk

## Purpose

Located 230kms south of Perth, the City is part of the South-West region of Western Australia. Encompassing a total area of 1,455sqkm, including the coastal shores of Geographe Bay, the region is well known for its abundance of natural beauty. The City has a current population of approximately 41,000 and is a fast-growing municipality with expanding social and economic opportunities. Its main economic drivers include tourism, hospitality, construction, agriculture and manufacturing, wine and viticulture, creative industries, retail, and commerce. The City's recent strong population growth of nearly 4% per annum is expected to continue, forecasting to reach approximately 50,000 people by 2026.

The **Busselton-Margaret River Airport** (BMRA) is located just 6.5km from the town centre of Busselton at 86 Neville Hyder Drive, Yalyalup, Western Australia and is a modern facility owned and operated by the City of Busselton. Access is situated from the Vasse Highway.

The City is also a major service centre for neighbouring towns and is home to the largest Fly in Fly out (FIFO) workforce outside metropolitan Perth. In addition to FIFO flights BMRA has passenger services to Melbourne and Sydney.

The City is keen to attract an enterprising proponent to develop and manage a kiosk within the Departure Terminal at the BMRA.

With the growth of services at the BMRA, an opportunity has arisen for an operator to develop and operate a food and beverage outlet for their own account and at their own risk. For this purpose, the City of Busselton's principle objective is to seek Expression of Interest (Eoi) from experienced food and beverage providers interested in providing food and beverage services which will improve the visitor experience for passengers traveling on flights from the BMRA.

Submissions that highlight how they will work cohesively with the BMRA operations to create synergies will be highly regarded.

## Site Information

The terminal kiosk is situated within the Departure Terminal and comprises of approximately 19m<sup>2</sup>, including a preparation and storage area of 9m<sup>2</sup> and the serving counter area of 10m<sup>2</sup>. Seating in the departure lounge has capacity for up to 150 persons at any one time with a total capacity for up to 200 people. Please refer to the section on operating hours on page six (6) for operational expectations.

## Scope

The BMRA currently services 36 FIFO closed charter flights per week. The FIFO departing flights, for which the kiosk is expected to service have passengers arriving and checking in from 0500hrs and the last scheduled departing flight leaving at 0900hrs on Tuesdays, Wednesdays and Thursdays. In addition, the BMRA services six RPT flights per week, three Melbourne flights per week are scheduled to depart mid-morning on Wednesdays, Fridays and Saturdays and three Sydney flights per week are scheduled for afternoons on Mondays, Thursdays and Sundays. A full flight schedule is attached as Appendix D and available on the BMRA's website <http://www.busseltonmargaretriverairport.com.au>.

The airport currently has in the order of between 6500 - 7800 departing passengers a month.

The City is seeking a Proponent who will:

- provide high quality customer service
- can deliver quality offering to departing passengers
- be flexible with operating hours to accommodate delays
- be willing to grow with the BMRA as services expand
- proactively engage with BMRA operational staff

## Context

The **BMRA** kiosk is to be contained within the area indicated in Appendix A. A servery to the departure lounge seating area has been incorporated in the building design and all additional fixtures and fittings by the Tenant need to complement the BMRA terminal and be sympathetic to the branding and colour schemes.

Existing power, telecommunication and water access points may be relocated at the Lessees expense.

The Proponent will be required to obtain at their cost any/all permits/authorisations/approvals for the proposed operations.

The Airport is a security regulated airport under the Aviation Transport Security Act 2004 (Cth) and the associated regulations. Possession and wearing of a valid Aviation Security Identity Card (ASIC) is mandatory at all times by all personnel.

The kiosk area has been fitted out to allow for the provision of hot and cold beverages, provision of pre-prepared foods, heated foods such as pies, pasties and sausage rolls. **The kiosk area does not allow for the onsite cooking of any food.**

The minimum level of service covered under the proposed lease that the City would like to see provided are:

- Healthy food options, such as salad bowls.
- Ready to serve, pre-prepared food like sandwiches, rolls, wraps, cakes and pastries.

- Foods prepared offsite, heated foods such as toasted sandwiches, pies, pasties and sausage rolls.
- Coffee service/barista station.
- Non-alcoholic beverages.
- Confectionary and other similar pre-packaged products.

In determining the food and beverage offering, the proponent is to consider the different passengers that pass through the terminal. Menu expectations for FIFO passengers may be different to RPT passengers, which are likely to include families, residents, eastern states tourists and leisure passengers. Consideration should be given to menu options that allow passengers to consume their food and beverages in the departure lounge whilst waiting for their flight and to take on to their departing flight with them.

No fit out, or equipment within or surrounding the kiosk will provided by the City of Busselton. The successful Proponent will be required to source and finance the fit out of the kiosk for the purposes of providing a food and beverage operation. All appliances and materials need to be compliant, in good working order and meet the relevant statutory requirements.

## Operating Hours

The City's expectation is that the successful proponent will provide a food and beverage outlet open for business at a minimum:

Day	Suggested Operating Hours (24hr clock)	Average Pax #
Monday	1130 - 1500	110
Tuesday	0400 – 0900	406
Wednesday	0500 – 1130	490
Thursday	0400 – 0800 1130 - 1500	200 100
Friday	0730 – 1130	160
Saturday	1230 – 1530	100
Sunday	0730 – 1130	160

These numbers are for passengers only. Capacity constraints in the Departures lounge does not allow for friends or relatives to accompany passengers into the screened departures lounge.

Proponents are required to indicate their availability and resources to provide services to passengers in the event of delays to flight schedules and/or interruptions to flight services due to foreseen or unforeseen circumstances which may occur from time to time. Additionally, proponents are to indicate their flexibility to service any potential new services, changes to current services and service events held at the BMRA that may commence and/or be held within the lease term. A current schedule of all departing flights has been provided in Appendix D and proponents are required to address the requested opening hours and provide their proposed operational opening hours.

Proponents are advised that the number of flights, scheduled arrival and departure times, type of aircraft and passenger numbers are controlled by the Airline Operator(s) and not the City of Busselton. They are also subject to change with no required notice periods of notification.

## Lease Terms

The City may enter into negotiations with one or more preferred proponent(s) to negotiate a Lease Agreement under the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (CTA) for the BMRA kiosk.

	Details
<b>Lease Area</b>	<p>Approximately 19m<sup>2</sup></p> <p>Comprises a storage area of 9m<sup>2</sup> and serving area of 10m<sup>2</sup></p> <p>Please refer to the Busselton Margaret River Airport terminal plan in Appendix A</p>
<b>Term</b>	Maximum five (5) year term.
<b>Annual Rent</b>	<p>Minimum commencement rent to be considered \$6,000 per annum exclusive of GST (inclusive of outgoings excluding Council Rates, Land Tax, ESL and Trade Waste Permit requirements if required).</p> <p>A gross rental market valuation of \$12,000 per annum exclusive of GST was obtained by the City in 2024. An updated market valuation is currently being undertaken by the City.</p> <p>Proponent to indicate a fair and reasonable rent offer based on opening hours and passenger numbers.</p> <p>Note: Preferred proponents will not be selected on price alone. Final acceptance may be subject to negotiation.</p>
<b>Annual increase</b>	<p>If not in line with the market rental valuation a stepped annual rent will be negotiated.</p> <p>In all other situations CPI will be applied.</p>

<b>Outgoings</b>	<p>Council Rates, as at September 2024, \$1,623.00 per annum (based on market valuation)</p> <p>Land Tax</p> <p>Trade Waste Permit (obligations if applicable)</p> <p>Emergency Service Levy (ESL)</p> <p>Your own IT / communications costs for payment systems etc.</p> <p>Removal of rubbish disposed of in bins designated by the City of Busselton.</p>
<b>Signage</b>	<p>Signage design, material, location and colour schemes and any fixtures for floor or wall mounted need prior approval of the City of Busselton.</p> <p>No posters to be fixed to windows or walls of the BMRA</p>
<b>Fixtures, furniture and fittings</b>	<p>The storeroom area is equipped with a bench along one wall (3190mm) and open underneath.</p> <p>The kiosk is equipped with a double stainless steel sink with drainage board, a single sink for handwashing, hot and cold running water, seven cupboards/two sets of drawers with kitchen counters, overhead open shelves, service counter with lockable roller door, and under servery shelves.</p> <p>No fridges, freezers, coffee machine or other equipment is included.</p>
<b>Fitout and operations</b>	<p>Tenant to ensure environmental health approvals are in place prior to operating.</p> <p>All electrical equipment to be tested and tagged and remain current for the duration of the lease.</p>
<b>Insurance</b>	<p>Proponent to demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Minimum Public liability insurance to \$20M</li> <li>• Professional Indemnity insurance</li> <li>• Workers Compensation Insurance</li> </ul>
<b>Maintenance</b>	<p>Proponent to provide for:</p> <ul style="list-style-type: none"> <li>• Maintenance of existing infrastructure</li> <li>• Painting</li> <li>• Pest control</li> </ul>
<b>Security</b>	<p>Integrated with the site.</p> <p>Lockable roller shutter on servery.</p> <p>Lockable door into storage and serving areas.</p>

<b>Other</b>	<p>The BMRA is a security controlled environment.</p> <p>Therefore, Proponents must note that the lease is subject to special conditions consistent with the operation within a security controlled environment, including, but not limited to obtaining an Aviation Security Identity Card (ASIC) requiring a Federal Government clearance.</p> <p>The tenant will be required to obtain Grey ASIC Card (Aviation Security Identity Card) for all personnel at their own cost. The tenant must be willing to undertake any safety inductions in their own time.</p>
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## Expression of Interest Process and Methodology

Proponents are required to provide sufficient information against each of the requirements detailed in the Selection Criteria using the **same headings** and in the **same order** as listed, to demonstrate their ability to satisfy all of the assessment criteria.

The submissions will be assessed by a selection panel consisting of suitably qualified City Officers. Submissions will be checked for completeness and compliance. To assist the City with the evaluation process, Proponents may be requested to clarify information provided in the proposal or to provide additional information.

The City may, in its sole discretion decide to select the Proponent who has submitted the most advantageous proposal to the City and to commence negotiations with such a preferred Proponent.

In exercising its discretion in selecting a preferred Proponent, the City will, among other things, give consideration to:

- the Proponent who best demonstrates the ability to deliver the Project within a reasonable timeframe; and
- the proposal from which the City will potentially gain the most financial benefit.

The City may, in its sole discretion and with no obligation to furnish any reasons for its decision, decide to reject any proposal that:

- was submitted after the Closing Date;
- was submitted in a place other than that stipulated under **LODGEMENT OF PROPOSALS** below; or
- is considered incomplete or not providing sufficient information.

The City may also, in its sole discretion, decide to:

- decline to select a preferred Proponent.
- terminate negotiations with the preferred Proponent.

- commence negotiations with any other person or entity who submitted a proposal under this EoI process.
- Terminate negotiations with all Proponents.

All Proponents will receive a written response to their submission advising of the outcome of their EoI submission.

### Timeframe

The estimated timeframe for the above process is as follows;

Expression of Interest advertising (local media, City of Busselton website, social media, industry news letters)	26 September – 16 October 2024
Closing date for Expression of Interest	16 October 2024
Assessment of submissions received	16 October – 28 October 2024
Local Government Statutory Advertising	4 November – 17 November 2024
Subject to no submissions, issue Disclosure Statement and Lease	23 November 2024
Changeover and set up period	To be negotiated. An efficient set up is expected to minimise inconvenience to passengers.
Commence trading	December 2024

### How to Prepare and Submit Your Proposal

- Carefully read all parts of this EoI and ensure you understand the scope of works and services and all the procedural requirements for submitting a proposal.
- Prepare your proposal in the format provided and in accordance with the guidelines listed in this document, including as much relevant information as possible.
- The identity of the Proponent is fundamental to the City. Therefore specific care must be given to detailing the Proponents name and legal status (i.e. whether the Proponent is a natural person, partnership, joint venture, corporation or trust).
- Sign and lodge your proposal before the Closing Date – see **LODGEMENT OF SUBMISSIONS** below.

### Selection Criteria

		<u>Submission requirements</u>
<b>Agreement and Terms</b>	1.	Proposed annual rent
	2.	Proposed Term of lease (maximum 5 years)
	3.	Proposed opening hours
	4.	Proponents Detail Form (Appendix B)



<b>Management and Operation</b>	5.	Outline credentials, previous experience, knowledge and ability to facilitate the operation a food business.
	6.	Outline your capacity and plan to staff the kiosk during the proposed hours.
	7.	Confirmation of insurances (complete the section in the Proponent details forms - Appendix B).
	8.	Confirm ability to provide services to passengers in the event of delays to flight schedules and/or interruptions to flight services due to foreseen or unforeseen circumstances.
	9.	Indicate your flexibility to service any potential new services, changes to current services and service events held at the BMRA that may commence and/or be held within the lease term
	10.	Sample menu with prices.

The total length of submissions is not to exceed five double sided A4 pages (ten pages in total), including visuals (photos, diagrams etc.) but excluding company profiles and attachments.

### Enquiries

All enquiries and requests for further information regarding this opportunity should be directed to:

Manager Airport

P: (08) 9781 0389

M: 0419 046 601

Email: [jennifer.may@busselton.wa.gov.au](mailto:jennifer.may@busselton.wa.gov.au)

### Lodgement of Submissions

#### Submission Time and Location

EoI submissions are to be lodged at the following address:

By hand to:

City of Busselton Administration

BRMA Kiosk EoI

2 Southern Drive

Busselton WA 6280

OR

By Post to:

City of Busselton

BMRA Kiosk Eol

Locked Bag 1

Busselton WA 6280

OR

By email to:

[city@busselton.wa.gov.au](mailto:city@busselton.wa.gov.au)

Subject: BMRA Kiosk Eol

**Closing Date: Wednesday 16 October at 4:00pm (1600hrs) Western Standard Time**

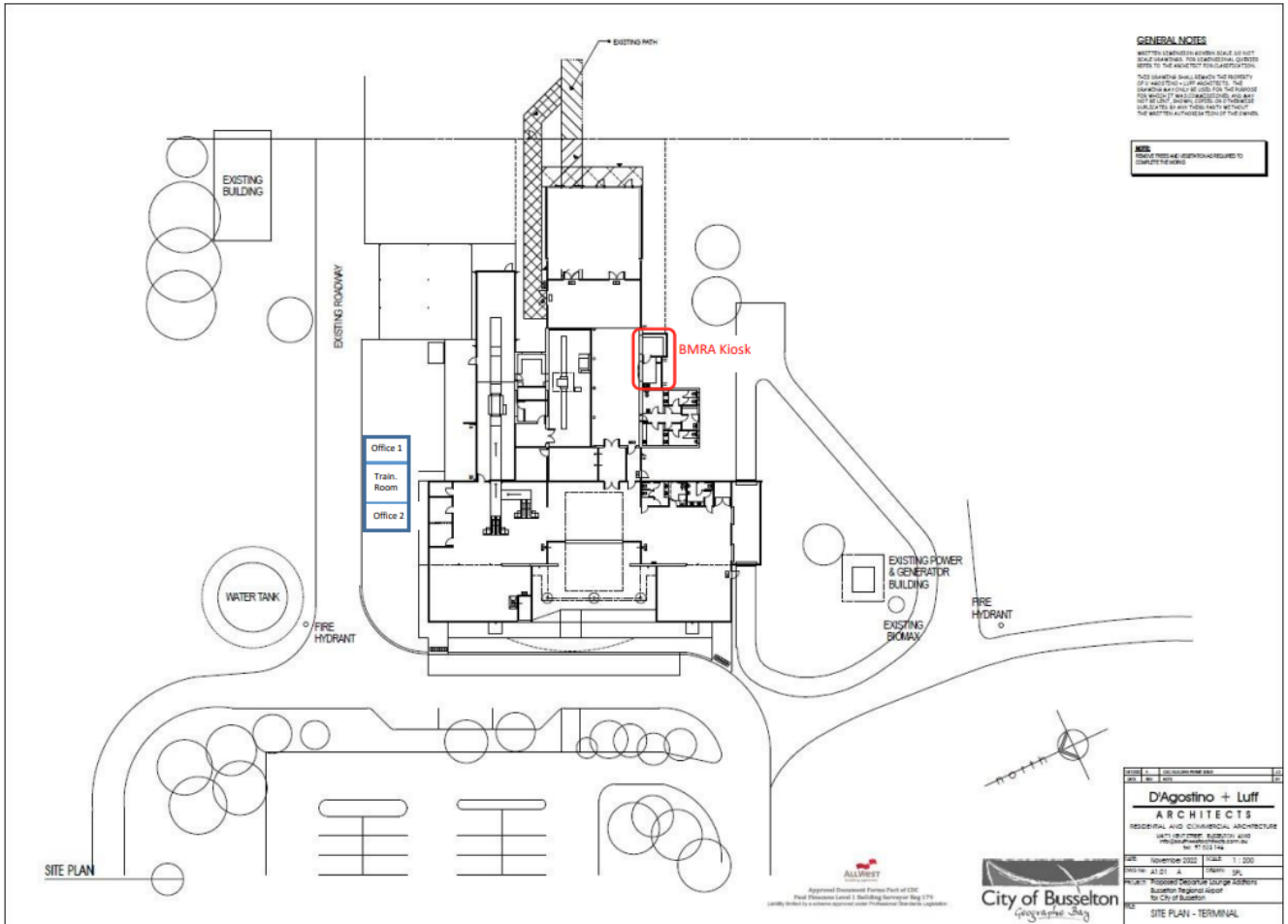
Site Inspection (Optional):

A non-mandatory familiarisation visit and on-site inspection can be arranged for interested parties wishing to visit the sites via the City's Manager Airport – see contact details under ENQUIRIES.

Non-Conforming Submissions

Non-conforming/alternate and late submissions may be considered at the absolute discretion of the CEO of the City of Busselton.

## Appendix A – Kiosk Floor Plan and Location



## Appendix B – Proponent Details

Appendix “B” must be completed by the Proponent.

### Identity of the Proponent

Name of Organisation/ Company:	
ACN/ABN:	
Name of Directors	
Business Name (if applicable)	
Business Address:	
Postal Address:	
Insurances  Please state details of insurances held and limits.  Type: Limit	

### Contact Details

Name of Principal Contact Person:	
Position:	
Telephone:	
Email:	
Name of Secondary Contact Person:	
Position:	
Telephone:	
Email:	

**Agreement to Terms and General Conditions**

By lodging an EoI submission, the Proponent agrees to be bound by the City of Busselton's Terms and General Conditions set out at Appendix C. (if the Proponent is a consortium, all consortium members are to separately sign)

**Signed for and on behalf of:**

Signature:	
Name:	
Organisation/Company	
Position:	
Date:	

**Other Parties (add details as required):**

**Signed for and on behalf of:**

Signature:	
Name:	
Organisation/Company	
Position:	
Date:	

## Appendix C – Terms and General Conditions for Expression of Interest Proposals

### **Acceptance and Rejection of Eol**

The City may in its sole discretion accept any Eol, either wholly or in part, or decide not to accept any Eol (or part of an Eol) at all. Following the evaluation of the Eol the City may, in its sole discretion, or before, during or after negotiation with one or more Proponent, choose not to enter into any further negotiation or contract relating to the Eol and/or occupancy agreement.

### **Disclosure of Eol Evidence**

The Proponent acknowledges and accepts that the City may be required by law (under the Freedom of Information Act 1992, in terms of a court order or otherwise) to disclose documents and/or other information which form part of, or are in relation to, the Eol and or this Eol process. The Proponent shall treat the information in this Eol, and all information provided by the City or its nominated agents, in relation thereto as confidential and communicate it only to the people directly involved in the preparation of its Eol. Information relating to the examination, clarification, evaluation, and comparison of the proposal submitted in response to this Eol is confidential to the City and will not be disclosed to Proponents or any other persons not officially involved in the Eol process.

### **Eol Validity period**

All Eols will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline unless extended on mutual agreement between the City and the Proponent in writing.

### **No Contract**

This Eol may result in negotiations for the grant of a lease but is not an offer open for acceptance by Proponents by submitting an Eol.

### **Conditions Binding**

Eols will be deemed to have been made on the basis of and to incorporate all the terms and conditions of this Eol document.

### **Proponents to Inform Themselves**

Proponents will be deemed to have:

- Examined the Eol and any other information available in writing to Proponents for the purpose of submitting an Eol;
- Examined and to be aware of all the risks; contingencies, and other circumstances having an effect on their Eol, which is obtainable by the making of reasonable enquiries;
- Acknowledged that the City may enter into negotiations with one or more Proponent and that negotiations are to be carried out in good faith; and
- Satisfied themselves they have a full set of the Eol documents and all relevant attachments of this Eol document.

The City has used reasonable efforts in compiling this Eol. It will not be liable to Proponents for any inaccuracy or omission in this Eol or any additional information which may be provided or withheld.

### **Alterations**

The Proponent must not alter or add to the EoI or any part thereof, unless specifically required by this EoI.

### **Risk Assessment**

The Proponent, by submitting an EoI, irrevocably authorises the City to contact and have access to and give consideration to:

- Any referees nominated by the Proponent;
- Any information provided by the Proponent on behalf of their nominated bank, financial institution, or accountant;

### **Ownership of Documentation**

All documents, materials, articles, and information submitted by the Proponent as part of or in support of an EoI will become the absolute property of the City and will not be returned to the Proponent PROVIDED that the Proponent is entitled to retain any copyright and other intellectual property rights therein, unless otherwise provided by the EoI.

### **Canvassing of Councillors**

If a Proponent, whether personally or by an agent, canvasses any of the City's Councillors with a view to influencing the acceptance of any EoI (regardless of such canvassing having any influence on the acceptance of any EoI), the City may at its absolute discretion omit such Proponent from consideration.

### **Changes To/Withdrawal of EoI**

The City reserves the right to:

- notify the Proponent in writing before the Deadline of any changes to this EoI which may in the discretion of the City be necessitated by any matter of significance;
- extend the Deadline for submissions; or
- cancel, amend, re-issue or withdraw all or part of this EoI and/or process under it at any stage prior to entering into a Contract, without incurring any liability.

### **No Right to Claim**

Except as expressly and specifically permitted in this EoI, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in or responding to this EoI and/or participating or not participating in any further negotiations resulting from this EoI. By submitting an EoI, each Proponent shall be deemed to have agreed that it has no right to claims

## Appendix D – Departing Flight Schedule

### MONDAY

ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
1450	Sydney	A320	JQ899
1625	Roy Hill	F100	QF2746 (fortnightly)

### TUESDAY

ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
0600	Christmas Creek	F100	QF2912
0645	Boolgeeda	A320	VA9429
0735	West Angelas	A320	VA9279
0915	Newman	F100	QQ6080
1405	Roy Hill	F100	QF2752 (fortnightly)

### WEDNESDAY

ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
0645	Boolgeeda	A320	VA9429
0705	Carosue Dam/Taabo	DASH8	PY5509
0730	Koodaideri Mine	A320	VA3965
0845	Barimunya	B737	VA9267
0915	Coondenwanna	F100	QQ6080
1100	Melbourne	A320	JQ901
1305	Carosue Dam/Taabo	DASH8	PY5511
1420	Boolgeeda	A320	VA9350

### THURSDAY

ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
0600	Solomon/Eliwana	F100	QF2916
0640	Boolgeeda	B7373	VA9429
0735	West Angelas	A320	VA9251
1450	Sydney	A320	JQ899

### FRIDAY

ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
1100	Melbourne	A320	JQ901

### SATURDAY

ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
1550	Sydney	A320	JQ899

### SUNDAY

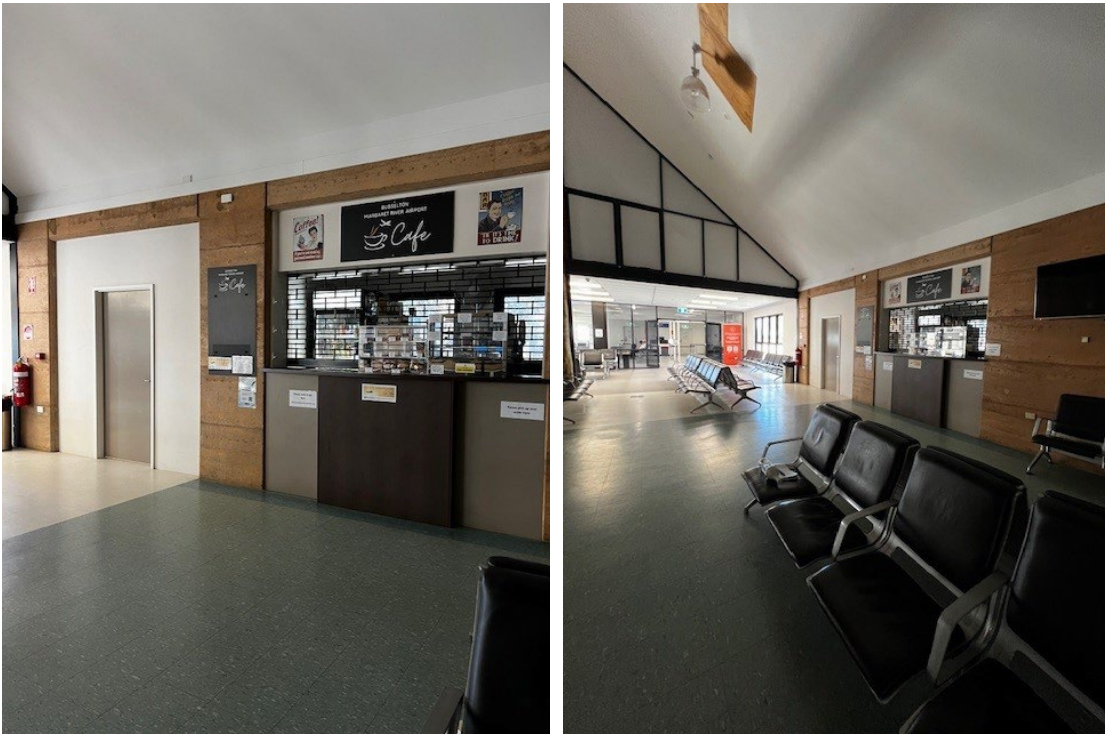
ETD	DEPARTURE TO	ACFT TYPE	FLIGHT NUMBER
1100	Melbourne	A320	JQ901



\* **NOTE:** Jetstar services to Sydney and Melbourne are subject to eastern daylight saving hours changes.

## Appendix E -Kiosk Photos





NOTE: Equipment and supplies in the images are not supplied(e.g. coffee machine, fridges, drinks etc)

END.