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***Expression of Interest – Management of Injune Caravan Park***

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**Expressions of Interest (Quotations) close 4 August 2023 at 5:00pm**

## 1. INTRODUCTION AND SCOPE

Maranoa Regional Council invites suitably skilled, qualified, and experienced businesses to submit an expression of interest to manage the Injune Caravan Park under a Management Agreement. A copy of the Management Agreement is attached.

The Injune Caravan Park is situated on Council owned freehold land located at 2 - 4 Third Avenue Injune described as Lot 25 on SP166550.

The Contractor must ensure that in providing any of the Services requested by Council that all the requirements for those Services are addressed as described in this Specification and the Draft Management Agreement.

Expressions of Interest will be treated as quotations as defined in Council's Procurement Policy and Council may decide to accept any or no offer received.

## 2. DEFINITIONS

In this Specification, the following terms will, unless inconsistent with the context, have the meanings indicated.

“**Caravan Park**” means the Injune Caravan Park.

“**Contractor**” means the party selected by Council following the evaluation of offers to manage the Caravan Park sited on Lot 25 on SP166550 located in Injune, in accordance with the management agreement.

“**Council**” means Maranoa Regional Council

“**Services**” means the operation of the Injune Caravan Park Injune by the Contractor

Where a word or expression is not defined in Clause 2 but is defined in Part 3 – Draft Management Agreement, it shall have the meaning attributed to it in Part 3.

## 3. PARTICULARS OF SERVICE

The Injune Caravan Park consists of 5 air conditioned non ensuite cabins, 57 powered caravan sites, unpowered sites, camp kitchen, 2 amenities blocks and a 1 bedroom managers residence, situated on 2.5 acres of land adjoining a nature reserve.

Council requires the contractor to continue to provide caravan park services to the travelling tourism market and to build the parks services and profile.

### 3.1 Relevant Standards

The successful business will be required to comply with, and ensure that its workers comply with, any Australian Standards and legislation which is in any way applicable to the performance of Services under the Agreement.

### 3.2 Term

The successful business will be required to enter into a Management Agreement in respect to the delivery of services at the Caravan Park, depending which option is selected. Term of management agreement – 3 years, with the option for a further 3 years contingent on the mutual agreement of the contractor and Council at the time renewal is due.

### 3.3 Current Pricing Structure

|                              |         |
|------------------------------|---------|
| Powered Sites (Site/Night)   | \$35.00 |
| Unpowered Sites (Site/Night) | \$30.00 |

Prices are negotiable under the terms of the management agreement.

### 3.4 Visitor Statistics – Injune Visitor Information Centre

The Injune Visitor Information Centre in Hutton Street Injune provides tourist information to travellers and those wanting to explore the Carnarvon National Park. The Injune Visitor Information Centre has seen on average 11,890 unique visitors annually over the last six (6) years. In the 2022 year the Injune Visitor Information Centre had 11,588 visitors.

The table below shows the statistics for the Injune Visitor Information Centre from March – June 2023:

| Month                              | March 2023 | April 2023 | May 2023 | June 2023 |
|------------------------------------|------------|------------|----------|-----------|
| Visitors to the Information Centre | 606        | 913        | 1218     | 1583      |

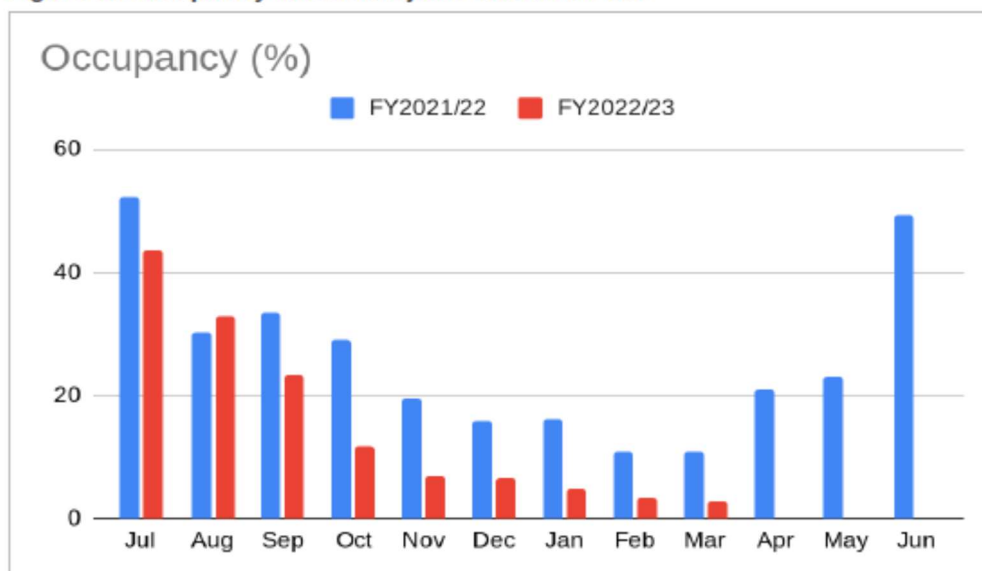
### 3.5 Occupancy Rates – Injune Caravan Park

#### Occupancy Report

The table below represents the Occupancy rates (%) at Injune Caravan Park for the period from July 2021 to current.

|            | Jul   | Aug   | Sep    | Oct    | Nov    | Dec   | Jan    | Feb   | Mar   | Apr   | May   | Jun   |
|------------|-------|-------|--------|--------|--------|-------|--------|-------|-------|-------|-------|-------|
| FY2021/22  | 52.16 | 30.14 | 33.54  | 28.93  | 19.38  | 16.03 | 16.23  | 10.84 | 10.79 | 20.88 | 23.17 | 49.24 |
| FY2022/23  | 43.59 | 32.96 | 23.46  | 11.73  | 6.87   | 6.82  | 4.81   | 3.48  | 2.91  | N/A   | N/A   | N/A   |
| Diff (+/-) | -8.57 | 2.82  | -10.08 | -17.20 | -12.51 | -9.21 | -11.42 | -7.36 | -7.88 | N/A   | N/A   | N/A   |

Figure 1: Occupancy rates at Injune Caravan Park



## 4 RIGHT OF RENEWAL

- Term of Management Agreement - 3 years. With a further term of 3 years conditional on the mutual agreement of Council and the Contractor.

## 5 ABOUT THE BUSINESS

Council is seeking information about the Contractor to ensure that the business has the capacity and experience to deliver the services for the term of the agreement. To assist Council in the evaluation process, prospective contractors are required to provide the following information when submitting the expression of interest:

- **Business Profile** – Please provide a brief summary of the business’s background, experience, and capabilities associated with Caravan Park operations/management;
- **ASIC Company Extract** - Please provide a copy of the ASIC Company Extract (if applicable), and high level financial information about the business;
- **Insurance Coverage** – Please provide a copy of the business’s insurance policies. The successful Business is to ensure all necessary insurances are in place. If evidence of current insurance coverage cannot be provided, the Business must provide a copy of a quotation from an insurance company as evidence that the company is willing to provide insurance and the Contractor is aware of the cost of the insurance policy. The business must provide evidence of the following insurances:

| Type             | Value (\$)  |
|------------------|---|
| Public liability | \$20,000,000 for any one occurrence at time of submitting expression of interest. |

**Referees (Customers)** –Please provide a minimum of 2 referees who can attest to the quality of the Business’s service provision, and confirm that the business possesses the necessary competence and experience to complete the services under this Agreement; and

**Business Plan** – Please provide a comprehensive business plan for the operation of the Caravan Park (covering the term of this proposed Contract) that demonstrates a good understanding of the nature of the business. It is advised that the Business Plan should cover all aspects of the business and staffing levels (including a market analysis that references Injune and surrounding district’s demographics and tourism market visitation statistics). The business plan must outline how the contractor plans to grow the business, with a focus on tourism and linkages to the local and regional community. Shortlisted businesses may be asked to present details of their business plan and operating model to Council at a future meeting of Council.

The business plan must also include the date the successful business will be available to commence operation managing the Caravan Park.

## 6 SERVICE TERMS AND CONDITIONS

### 6.1 Council’s Responsibilities

Council's responsibilities under this Contract will include, but are not limited to:

- Insurance – please refer to Part 13 - Draft Management Agreement.

## 6.2 Contractor Responsibilities

The successful Business's responsibilities under this Contract will include, but are not limited to:

- Operation and Management of the Caravan Park – please refer to Part 9 - Draft Management Agreement.
- Maintenance/Cleaning – please refer to Clause 6.6 Draft Management Agreement.
- Operating expenses – please refer to Clause 6.6 Draft Management Agreement.
- Insurance – please refer to Part 12 - Draft Management Agreement.

If the business is submitting an offer that includes a request to vary the Contractor responsibilities, this should be noted in the response document.

## 7 MANAGEMENT OF SAFETY RISKS ASSOCIATED WITH THE CONTRACTOR'S OPERATIONS

Anyone operating a business or undertaking has obligations under the **State Government's legislation** including but not limited to:

- Work Health and Safety Act 2011  
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/W/WorkHSA11.pdf>
- Work Health and Safety Regulation 2011  
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/W/WorkHSR11.pdf>
- Work Health and Safety Work Health and Safety (Codes of Practice) Notice 2011  
<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/W/WorkHSCPN11.pdf>

In **Part 4 – Expression of Interest Response** Council is seeking information from the Business to confirm the Business's understanding of, and commitment to, their obligations under the relevant legislation.

## 8 PRICING & PAYMENT

Pricing details are to be provided in **Part 4 – Applicant's Submission**, Businesses are required to propose an annual rental payment to Council (including GST) or management fee payable by Council (including GST).

Council will consider offers that propose to pay Council a fee for the right to operate the business (including the contractor retaining all accommodation and site fees) and expressions of interest that propose that Council pay the contractor an annual management fee to manage the Caravan Park (including the contractor retaining all accommodation and site fees).

## 9 PERFORMANCE MEASUREMENT – MANAGEMENT AGREEMENT OPTION

Council's Director Bungil and representatives of the successful business will meet annually (or upon request) to review the Contractor's compliance with the Management Agreement, Specification, and all legislative requirements and standards that are applicable to the Services that are performed under the Agreement, including but not limited to:

- Operation of business in accordance with Management Agreement;
- Operating Hours;

- Workplace Health & Safety;
- Delivery of services that address the needs of the community.
- Collaboration with tourism organisations and local attractions.

Council reserves the right to terminate the Management Agreement in the event that the business's offerings vary significantly to those included in the Expression of Interest Response, and such variation is not rectified upon notice by Council to the Contractor.

### 10 MANAGEMENT AGREEMENT

The successful Business will be required to enter into a Management Agreement (copy attached) with Council before commencing in the role. Businesses are advised to review the management agreement, particularly the sections relating to responsibilities of the contractor.

### 11 DECLARATION (NOTIFICATION) OF ACTUAL, PERCEIVED OR POTENTIAL CONFLICTS OF INTEREST

A Conflict of Interest is something that may impact your objectivity in performing your obligations to Council if successful in the Expression of Interest process. An **actual** Conflict of Interest is:

- a personal advantage (or avoidance of loss), financial or otherwise, to a Councillor, Council employee or their partner, spouse, immediate relative or friend; and/or
- where a Contractor has other personal or business interests that may create a risk to, or impact on, the delivery of the goods and services, the subject of this expression of interest, in accordance with Council's requirements.

Please note that the Business submitting the Expression of Interest and Contractors must not pay any commission, fees, rebates, gifts or entertainment to any officer or agent of Council. Further, Businesses making an offer are to advise of any personal business arrangement with anyone involved with Council. This includes payments, gifts or business arrangements with a partner, spouse, immediate relative or friend of a Councillor or Council employee.

The key to deciding whether there is a perceived or potential conflict of interest is to think of how others might view you in the performance of your responsibilities under this Agreement.

**If you have a partner, spouse, immediate relative or friend who is a Councillor or Council employee you must declare this (provide notification/details) so that Council can consider if / how this potential, perceived or actual conflict can be managed.**

**Failure to do so, at the time of the Expression of Interest Response, or later during the term of the Agreement (if circumstances change), may result in immediate disqualification from the Expression of Interest process, or subsequent Agreement.**

## PART 2: SUBMISSION DETAILS

### 1. Expression of Interest Documents

This Expression of Interest document is comprised of the following parts:

- Part 1 – General Details (read and keep this part)
- Part 2 – Submission Details (read and keep this part)
- Part 3 – Draft Management Agreement (read and keep this part)
- Part 4 – Applicant's Submission (complete and submit to Council)

### 2. How to Prepare your Submission

- Carefully read all parts of this document;
- Complete the Applications Submission (Part 4) and attach any supporting documents; and
- Lodge your submission by the closing date and time.

### 3. Council's Contact Person

Name: Tanya Mansfield, Manager Regional Facilities  
Telephone: 1300 007 662  
Email: council@maranoa.qld.gov.au

### 4. Process for Considering Submissions

Following close of the submission period, Council may seek further information and supporting documentation from applicants. Once the responses have been analysed, a summary will be presented to Council to accept or not accept any of the Expressions of Interest received to manage the caravan park business.

### 5. Lodgement of Submissions and Delivery Method

Maranoa Regional Council must receive the submissions by 5:00 pm, on 4 August 2023.

The submission is to be emailed to council@maranoa.qld.gov.au titled **Subject: Expression of Interest – Injune Caravan Park.**

If you have limited access to the internet and/or email, you can return your completed submission to any one of Council's Customer Service Centres.

### 6. Rejection of Submissions

Council may not review a submission which is:

- received after the deadline; or
- is not received via one of the methods listed above.

### 7. Acceptance of Submissions

Council is not bound to accept any of the submissions received but will review and consider all submissions.

### **PART 3: DRAFT MANAGEMENT AGREEMENT (ATTACHED)**

Two versions of the Management Agreement are attached.

- Version 1 – This version has the management fee being paid by the Manager to Council.  
(Council reference - L20/39)
- Version 2 – This version has Council paying the Manager an annual management fee.  
(Council reference - L20/38)



**PART 4 - APPLICANT'S SUBMISSION (complete and submit to Council)**

|   |  |
|---|--|
| <b>Name</b>   |  |
| <b>Postal Address</b>   |  |
| <b>Telephone Number</b>   |  |
| <b>Email Address</b>  |  |
| <b>ABN</b>  |  |
| <b>Telephone Number</b>   |  |
| <b>Nominated Person for Post Submission Enquiries (if different to above)</b>   |  |
| <b>Price offered to Council to manage the Injune Caravan Park under the terms of the draft management agreement.</b>                    | <p>\$ _____</p> <p><input type="checkbox"/> <b>Option 1 - Council to pay Contractor</b></p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>Option 2 – Contractor to pay Council for management rights</b></p>   |
| <b>Please confirm that all required documentation is attached</b>   | <p><input type="checkbox"/> <b>Business Profile</b></p> <p><input type="checkbox"/> <b>ASIC Company Extract</b></p> <p><input type="checkbox"/> <b>Insurance Coverage</b></p> <p><input type="checkbox"/> <b>Referees (Customers)</b></p> <p><input type="checkbox"/> <b>Business Plan</b></p> |
| <b>Contractor Responsibilities. If you are requesting a variation of the contractor responsibilities please note requested changes.</b> |  |

|   |  |
|---|--|
|   |  |
| <p><b>Please note any additional information that you would like Council to consider.</b></p> |  |
| <p><b>Expression of Interest submitted on behalf of the business by:</b></p>                  | <p><b>Name:</b> _____</p> <p><b>Signature:</b> _____</p> |