



UNCONFIRMED

MINUTES

Special Council Meeting

9 September 2025

4.30pm

Council Chambers, Bayley Street, Coolgardie

DISCLAIMER

Members of the public are advised that Council agendas, recommendations, minutes and resolutions are subject to confirmation by Council and therefore, prior to relying on them, one should refer to the subsequent meeting of Council with respect to their accuracy.

No responsibility whatsoever is implied or accepted by the Shire of Coolgardie for any act, omission or statement or intimation occurring during Council meetings or during formal/informal conversations with staff.

The Shire of Coolgardie disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's or legal entity's own risk/

Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decisions with respect to any particular issue

ACKNOWLEDGEMENT OF COUNTRY

The Shire of Coolgardie acknowledges the Traditional Owners of the land on which we meet and acknowledges their continuing cultural connection to the Land, Waters and Community. We pay our respect to Elders past and present.

Order Of Business

1	Declaration of Opening / Announcement of Visitors	4
1.1	Acknowledgment of Country	4
2	Declaration of Council Members	4
3	Record of Attendance / Apologies / Approved Leave of Absence.....	4
4	Declarations of Interest	4
4.1	Declarations of Financial Interests – Local Government Act Section 5.60A	4
4.2	Declarations of Proximity Interests – Local Government Act Section 5.60B.....	4
4.3	Declarations of Impartiality Interests – Shire of Coolgardie Code of Conduct for Council Members, Committee Members and Candidate for Election, Code of Conduct for Employees.....	4
5	Public Question Time	5
6	Applications for Leave of Absence	9
7	Reports of Committees.....	10
	Nil	
8	Reports of Officers	10
8.1	Executive Services	11
8.1.1	Tender 01/2025 - Disposal of the Bluebush Village Accommodation Village Tender Specification Approval	11
9	New Business of an Urgent Nature Introduced by Decision of Meeting	57
9.1	Elected Members.....	57
9.2	Council Officers	57
10	Closure of Meeting.....	57

**MINUTES OF SHIRE OF COOLGARDIE
SPECIAL COUNCIL MEETING
HELD AT THE COUNCIL CHAMBERS, BAYLEY STREET, COOLGARDIE
ON TUESDAY, 9 SEPTEMBER 2025 AT 4.30PM**

1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

Shire President, Malcolm Cullen, opened the meeting at 4.30pm and welcomed his fellow Councillors, staff and members of the public, and thanked them for their attendance.

1.1 ACKNOWLEDGMENT OF COUNTRY

“The Shire of Coolgardie acknowledges the Traditional Owners of the land, on which we meet and pay our respects to Elders past, present and emerging”

2 DECLARATION OF COUNCIL MEMBERS

The Shire President invites Council Members to declare that they have read the agenda and supporting documents and able to make informed decision on all matters accordingly.

3 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

PRESENT:

Cr Malcolm Cullen (Shire President), Cr Tracey Rathbone (Deputy President), Cr Sherryl Botting, Cr Rose Mitchell, Cr Daphne Simmons, Cr Corey Matthews

IN ATTENDANCE:

Aaron Cook (Chief Executive Officer), Rebecca Horan (Executive Manager Governance and Workplace), Sabine Taylor (Executive Manager Community Development and Regulatory Services), Kasey Turner (Executive Assistant)

APOLOGIES

Nil

LEAVE OF ABSENCE

Cr Kathie Lindup

MEMBERS OF THE PUBLIC

Jan McLeod, Jamie Brophy

4 DECLARATIONS OF INTEREST

Nil

4.1 Declarations of Financial Interests – Local Government Act Section 5.60A

4.2 Declarations of Proximity Interests – Local Government Act Section 5.60B

4.3 Declarations of Impartiality Interests – Shire of Coolgardie Code of Conduct for Council Members, Committee Members and Candidate for Election, Code of Conduct for Employees

5 PUBLIC QUESTION TIME

Jan McLeod – Widgiemooltha

Questions answered at the meeting

1. **Why is Council authorising the CEO (Temporary) to finalise the Request for Tender and Publicly Inviting tenders for disposal of Bluebush Village when Council is in the caretaker period?**

Shire President response:

This was addressed in the agenda item. Calling for a tender of this nature is allowed during caretaker period. The decision to commit Council to an action from the Tender will not occur during the caretaker period.

2. **Why is this Council allowing such a “significant decision” to be made when there will be new Councillors after the election due to the retirement of 2 present Councillors and over half of the Council may comprise of new Councillors?**

Shire President response:

Again, the calling for Tenders does not commit Council to disposing of the asset. This will be presented to the new Council, along with the other requirements, including a business case once the new Council has been elected.

3. **Why couldn't such a decision / authorisation wait until after: -**

- i) **the election?**

Shire President response:

There is no need to wait for the election to be finalised. The calling for tenders does not lock the Shire into any action. To wait until after the election would push the process out and would potentially be interfered by Christmas and other events. Proceeding to Tender now allows for the proposed market presence of the tender.

- ii) **the boundary adjustment of Lot 500?**

Shire President response:

There are no requirements for this action to be completed prior as the documentation outlines Council's action in this space.

4. **Has a second opinion been sought to the legality of Publicly Inviting Tenders during a Caretaker period?**

- i) **if not, why not?**

Shire President response:

The clarity over what can be actioned during Caretaker Period is quite clear. This action has not only been advised but the consultants providing support through this process also concur with the advice received.

Chief Executive Officer response:

Technically the consultant we are using, New Harmony Trading, undertakes these transactions for other local governments on a regular basis. He is very well versed and experienced in this. The advice sought is coming from multiple sources.

5. **Please explain and clarify why the OFFICER RECOMMENDATION p.10 can be done and not contravene any section of Division 5 – Caretaker period of the L.G. Act 1995 or Part 1B – Caretaker period of the L.G. Regulations 1996, considering that it is stated “3... that the proposed disposal is likely to trigger the S3.59 Major Land Transaction provisions..” of the Officer Recommendation? (p.10 Agenda SCM 9 September 2025)**

Shire President response:

This question has been answered in regard to the Caretaker Period. The provision of the S3.59 Major land Transaction will only be enacted if a Preferred Tenderer is identified and the process of the S3.59 will be facilitated outside of the Caretaker Period.

6. **What will be the approx. cost for the boundary adjustment of Lot 500 on Deposited Plan 424604 as this has not been listed under Financial Implications?**

Shire President response:

This will be presented in the agenda item when it is presented to Council.

7. **What are the implications of the Vestone Lease on Stage 2 of Bluebush Village**

- i) **financially?**

Shire President response:

There may be a small additional fee in re-paying the lease if the disposal proceeds by this will be determined based on the timing of the settlement.

Chief Executive Officer response:

We recently received a report that if we paid it out around March 2026 it would cost about \$8,000 to pay it early.

- ii) **on the disposal of land?**

Shire President response:

Nil as this is part of the disposal and the Lease with Vestone will be concluded.

- iii) **on the tender?**

Shire President response:

Nil as its clearly articulated and all tenderers will be aware.

8. Where and how would the proposed probity officer be sourced?Shire President response:

There are suggested Officers from within the Local Government Sector and WA Local Government Association.

Chief Executive Officer response:

The probity officer would be sourced through a consultant. We can approach a number of them and seek qualifications and guidance and then Council can make a decision. It is not a requirement to appoint a probity officer, we are doing it for good governance.

9. What would be the estimate costs of the 3 consultants: -**i) Chris Adams, New Harmony Trading?**Shire President response:

Approx \$3,000

ii) Celia Jordaan, Uniqco International?Shire President response:

Approx \$8,000

iii) proposed probity officer?Shire President response:

This was listed in the agenda item estimated at \$10,000

10. What would be the estimated costs of Legal advice?Shire President response:

This will only be a provision if it is required to oversee the final document and it would be estimated at \$5,000.

11. Who would be involved in writing the Business Plan for the Major Land Transaction – Disposal of Property?**i) How much would the estimated cost be?**Shire President response:

New Harmony Trading would prepare the Business Plan in conjunction with Council Officers. Estimated Cost would be approximately \$10,000.

12. Are there any extra costs not listed?Shire President response:

Not at this stage.

13. What then would be the estimated return on selling the Bluebush Village?Shire President response:

We are unaware of the return at this stage, but we have received a Confidential Valuation as part of this process.

14. How would that compare financially to retaining the Bluebush Village?Shire President response:

This will be advised to Council within the S3.59 Major Land Transaction Business Plan.

15. Please expand on all points under d. Social & Community Value p.34 Agenda so that we, the community, can see if Council's expectations align with ours?Shire President response:

This section is for the Tenderers to provide responses to Council for consideration as part of their tender submission so that council can assess their responses.

Chief Executive Officer response:

Council's expectation are quite clear in the questions asked. It is what is the best community benefit and outcome for the community members, the Council and the Shire in its entirety.

Paul Wilcox – 43 New Clayton Street, Kambalda East

Questions submitted in writing prior to the meeting but not asked at the meeting

- 1. Has the requirement to commence this tender process during the caretaker period been driven by specific demand for this action to occur in the Minister for Local Government's show cause notice? If not, is there a reason why this item cannot be deferred until new Councillors are elected so that they are able to provide input on the selection criteria and RFT document prior to it being opened?**

(Comment): While not strictly a "significant act" as defined in the LGA and Regulations, I believe the decision to sell Bluebush Camp is a substantial undertaking that the new Councillors who are elected next month should ideally play a part in from the beginning.

Chief Executive Officer response:

The item has been discussed at length by Council and the Administration and as per the commitment made in June, via Council resolution, to progress the preparation of the Tender Documents. It has nothing to do with the Ministers Show Cause Notice.

Since the Meeting in June the intent of Council has been in the public arena and there has been strong interest in the Village and the Tender process by multiple entities.

With the upcoming holiday period the tender will be completed and will close around the finalisation of the Election process. The new Council will then need to proceed into preparing a Business Case, as was outlined in the agenda paper, as per Section 3.59 of the Act, and as such any formal resolution of the disposal will involve the new Elected Members and will be well outside of the Caretaker Period.

2. **Could the detailed recommendation noted on page 8 of the agenda under the heading of “caretaker implications for notation” be included in the attachment of the meeting minutes so that this can be easily accessed by the public if required in the future?**

Chief Executive Officer response:

The detailed recommendation was listed in the agenda, as stated, and as such the Minutes will also record this advice. The attachment will not be included in the minutes as it discussed other matters outside of this matter.

3. **Noting that the Shire’s position is that the sale of Bluebush Village will be inclusive of GST (page 32 of Agenda / 22 pf RFT), does this mean that the Shire believes that Bluebush Village will not be sold as a “going concern” under 38-325 of A New Tax System (Goods and Services Tax) Act 1999? If Bluebush Village is not to be sold as a “going concern”, why is this the case?**

Chief Executive Officer response:

This will be dependent on who purchases Bluebush Village and for what purpose. For example, if a Mining Company purchases the Village, they may not run the facility as an open accommodation provider but rather a closed mining camp for their employees. Alternatively, there has been interest in Accommodation Providers wanting to run the camp as it is currently.

This matter will be worked through with the Shire’s Auditors at the time of preparing the Business Plan.

4. **Under “Section 3.3 – Encumbrances” in the Tender Specification document (page 41 of Agenda / 7 of document), what is the expected cost to buy out the financial encumbrance of the 100 rooms and 2 laundries prior to settlement?**

Chief Executive Officer response:

This depends on the time of the settlement of the disposal. If the Finance lease is paid out prior to settlement the closing payout figure is \$1. If, however, the Village is sold prior to this time the payout figure for March is approximately \$8,000.

5. **Under “Section 3.47 – Power Supply” in the Tender Specification document (page 44 of Agenda / 10 of document), would it be possible to strengthen this requirement to include an explicit expectation from the Shire that the Western Power grid connection process will continue under the new operator of the camp to eliminate the risk of the camp off a generator in perpetuity?**

Chief Executive Officer response:

Council is currently working with a consultant and Western Power for this outcome, but it is not expected to be completed prior to this process being resolved. Whilst the Tender document and contract could attempt to force the prospective purchaser to undertake this task it is a commercial decision of any entity to make, as to its own best interest.

Having this requirement could work against Council and turn away potential tenderers.

6 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

- 7 REPORTS OF COMMITTEES**

 Nil

- 8 REPORTS OF OFFICERS**

8.1 Executive Services

8.1.1 TENDER 01/2025 - DISPOSAL OF THE BLUEBUSH VILLAGE ACCOMMODATION VILLAGE TENDER SPECIFICATION APPROVAL

Location: Kambalda
Applicant: Nil
Disclosure of Interest: Nil
Date: 04 September 2025
Author: Aaron Cook, Chief Executive Officer

SUMMARY

That Council approve the tender specification and process for the disposal of the Bluebush Accommodation Village on the basis as set out below.

BACKGROUND

At its meeting on 24 June 2025, the Council considered a report on the proposed disposal process and timeline for the disposal of the Bluebush Accommodation Village and unanimously resolved to authorise the Acting Chief Executive Officer to commence preparing the information to formally consider disposal of the Bluebush Accommodation Village.

This report provides information for Council's consideration with respect to the disposal process via an open and transparent process by inviting public tenders for the disposal of the Bluebush Accommodation Village in accordance with the provisions of Local Government Act S3.58.

COMMENT

Request for Tender and Tender Specification

To facilitate this process, the following is provided for Council's consideration:

- a. **Request For Tender** – this sets the conditions for participation in the tender, including mandatory, compliance and qualitative criteria, contract terms and site visit requirements, specification details, general conditions of contract and the tender offer to be completed. It is proposed to provide prospective buyers four (4) opportunities to attend site visits in order to conduct their own investigations and inspections of the Bluebush Accommodation Village. The dates of the site visit will be confirmed once the tender is approved to go to market. The closing date will be approx. 6 weeks from the date of release for public tender.
- b. **Tender Specification** – this includes the tender requirements and process, conditions of disposal, Bluebush Accommodation Village information and inventory information, Bluebush Accommodation Village Operation and Occupancy information.
- c. **Contract Terms** – proposed Joint Form of General Conditions for the Disposal of Land 2022 (WA) and special conditions applicable to the disposal. A briefing note on the proposed terms and special conditions are provided for the Council's information.

The tenders will be assessed against meeting the requirements with respect to mandatory, compliance and qualitative criteria (including pricing) and the RFT evaluation will be broken down into the following main stages:

- a. Stage 1: Mandatory Criteria
- b. Stage 2: Compliance Criteria
- c. Stage 3: Qualitative Criteria
- d. Stage 4: Pricing.

The detailed outcome of the assessment completed, will be set out and included in the related documentation to be provided as part of the recommendation to Council upon completion of the evaluation process.

Tender Evaluation Panel and Probity

The proposed evaluation panel is:

- a. Aaron Cook, Chief Executive Officer
- b. Bec Horan, Executive Manager of Governance and Workplace
- c. Chris Adams, New Harmony Trading
- d. Celia Jordaan, Uniqco International

In addition, the Shire is proposing to appoint a probity officer to oversee probity and due diligence as a non-voting member of the evaluation panel.

Financial viability review may be required, depending on tenders received.

Mandatory Criteria

The following are included as mandatory criteria in the RFT. A “No” response to any requirement will render the tender non-compliant and it will not proceed to further evaluation.

Mandatory Requirement	Yes	No
The Tenderer accepts the property (Bluebush Accommodation Village) is offered for disposal on an 'as is, where is' basis.	<input type="checkbox"/>	<input type="checkbox"/>

Qualitative Criteria

The recommended qualitative criteria and weighting for the RFT are:

Criteria	Weighting
Price and Offer	60%
Similar Experience	15%
Demonstrated Understanding	10%
Social and Community Value	15%

Tender Process and Timeline

The proposed timeline and process align with the information provided in the Council report of 24 June 2025.

Step	Process Description	Timeline
Tender Process: Approval	Council consideration of tender documents, tender selection process and sales and marketing plan.	September 2025
Disposal by Public Tender	The Shire will invite public tenders for the disposal of the Bluebush Accommodation Village in accordance with the Local Government Act 1995 (WA) and the Shire's procurement policies.	September 2025
Tender Advertisement	The tender will be advertised on Tenderlink and other relevant media. An opportunity to attend a site	September – Oct 2025

Step	Process Description	Timeline
	visit will be offered to prospective tenderers (attendance optional). All tenders must be lodged by the stated closing date and time.	
Evaluation	Tenders will be assessed against the qualitative criteria in the RFT. Probity, due diligence, and clarifications will be undertaken. The Shire is not obliged to accept the lowest or any tender. Financial checks will be conducted on shortlisted tenderers.	October - November 2025
Preferred Tenderer	A preferred tenderer will be identified based on evaluation outcomes and value for money. The name and contract price may be disclosed.	November 2025
Council In-Principle Endorsement	Council will consider the preferred tenderer for in-principle endorsement. If endorsed, the tenderer must execute the applicable contract and pay the required deposit within 14 days. Failure to pay may result in withdrawal of endorsement.	November/December 2025
Statutory Compliance	Following or as part of the endorsement, the Shire will prepare a business case and undertake statutory consultation and public notice as required under the Local Government Act 1995 and associated regulations.	November/December 2025
Final Council Decision	After review of consultation and submissions, Council will decide whether to approve the disposal of the Bluebush Accommodation Village to the preferred tenderer.	January 2026
Land Transfer Settlement	Assuming that Council agrees to proceed, land settlement and transfer would subsequently be arranged. While this could be done in 3-4 weeks, the timeframe is somewhat dependent on the due diligence period of the proponent and the commercial terms that are offered.	Feb/March 2026

Sales and Marketing

Further sales and marketing will be done by the Shire but will not form part of the request for tender criteria other than meeting statutory tender advertising criteria.

CARETAKER IMPLICATIONS FOR NOTATION

The Shire sought advice regarding the approval of the tender specification and request for tender for the disposal of the Bluebush Accommodation Village in order to ensure compliance and due diligence as part of the Council recommendation and approval process. The detailed recommendation is provided to Council.

The following was provided as clarification and confirmation on the Council and caretaker implications of both the major land transaction and property disposal processes:

- a. *The restriction on calling for tenders only applies to tenders for goods and services, not tenders for disposal of property. Inviting tenders for a disposal of property can occur during caretaker.*
- b. *The decision to enter into a contract disposing of property >\$250k is a significant act. This could not occur during caretaker. The disposal cannot occur until after the major land transaction process is concluded and the 6 weeks consultation period will extend until after caretaker.*

Given that the request for approval is limited to approval of the tender specification and going to market for disposal of property, the Council is within right to consider the recommendation.

CONSULTATION

As outlined in the Comment Section above, the disposal process is proposed to be undertaken via an open and transparent process that includes:

- a. Publicly Inviting tenders for the disposal of the Bluebush Accommodation Village in accordance with the provisions of Local Government Act S3.58.
- b. Publicly advertising the details of the proposed transaction via a Local Government Act S3.59 Business Plan
- c. Council consideration of all public submissions that are made on the proposal prior to final award of contract/disposal being made.

STATUTORY ENVIRONMENT

- *Local Government Act 1995, Section 3.58*
- *Local Government Act 1995, Section 3.59*

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The Bluebush Accommodation Village is a significant asset that is owned by the Shire. Having said that, there is a significant loan liability that is attributable to the development of the Village assets.

While the disposal would generate a significant one-off revenue for the Shire, there are costs associated with running a thorough, compliant tender process. The potential nature of these expenses along with the estimated costs are tabled below:

Item	Description	Cost
Advertising Compliance	- Placing a compliant advertisement in local and State-wide newspapers	Approx. \$2K
Marketing Costs	Feature advertisements in Commercial Real Estate sites, social media, etc.	Up to \$40K
Sales Agent fees	Council may elect to engage a sales agent to manage the sales, marketing and contractual elements of the tender	Up to 2% of the value of the sale
Probity Auditor	For contracts of this size and complexity, it is commonplace for Local Governments to engage the services of a probity auditor.	Approx. \$10K

Item	Description	Cost
Settlement costs	A settlement will need to be engaged to handle processing of the title exchange through Landgate.	Approx. \$10K
Legal/Consultants fees	External services may be required to provide information and/or support throughout the process. These may include: <ul style="list-style-type: none"> • Subject matter experts/consultants • Financial Analysts • Lawyers' fees 	Various as required.
Valuation Costs	A formal, independent valuation of the asset will be required to determine the value of the asset. This valuation can be used to determine the value proposition of tender bids that are received and be used in public advertising as is required under S3.59 of the LG Act.	Up to \$30K

It should be noted that Council does not have to incur all of these costs as many of the items are discretionary in nature but are listed for Council's information/consideration.

The proposal to dispose of the asset is not currently included in the Shire's 2025/26 Budget. If this disposal process is to proceed, the Shire's Budget and Long-Term Planning Framework will need to be amended to reflect the proposed impacts to the Shire's current and future financial projections. That process would occur once further information is available on these matters, most likely as a component of the Mid-year budget review.

While the Council has indicated an intent to 'test the market' for a purchaser of Bluebush Accommodation Village, there is no obligation on the Shire to dispose of the asset at this point.

STRATEGIC IMPLICATIONS

A thriving local economy

Encouraging and attracting new investment and advocating for local employment

Accountable and effective leaders

High quality corporate governance, accountability and compliance

Demonstrating sound financial management and plans for the Shire's long term financial sustainability

ATTACHMENTS

1. RFT 01-2025 - Bluebush Village Disposal RFT - Final
2. RFT 02-2025 - Bluebush Village Disposal - Specification - Final

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION

That Council:

1. Approves:
 - a) The Tender Specification;
 - b) The proposed Tender Selection Criteria;
 - c) The proposed composition of the Tender Evaluation panel;
 - d) The proposed process and costs associated with the disposal process.
2. Authorises:
 - a) The CEO to finalise the Request for Tender and Publicly Inviting tenders for the disposal of the Bluebush Accommodation Village in accordance with the provisions of Local Government Act S3.58.
3. Notes that the proposed disposal is likely to trigger the S3.59 Major Land Transactions provisions of the Local Government Act and as such, a Business Plan outlining the proposed details of the transaction will need to be prepared, publicly advertised, with all public comments being considered prior to the tender being potentially formally awarded and/or any contract being executed.
4. Notes that the proposed disposition process is likely to take approximately eight (8) months to complete, including public notice requirements.

COUNCIL RESOLUTION #152/2025**Moved: Cr Daphne Simmons****Seconded: Cr Tracey Rathbone****That Council:****1. Approves:**

- a) The Tender Specification;**
- b) The proposed Tender Selection Criteria;**
- c) The proposed composition of the Tender Evaluation panel;**
- d) The proposed process and costs associated with the disposal process.**

2. Authorises:

- a) The CEO to finalise the Request for Tender and Publicly Inviting tenders for the disposal of the Bluebush Accommodation Village in accordance with the provisions of Local Government Act S3.58.**

3. Notes that the proposed disposal is likely to trigger the S3.59 Major Land Transactions provisions of the Local Government Act and as such, a Business Plan outlining the proposed details of the transaction will need to be prepared, publicly advertised, with all public comments being considered prior to the tender being potentially formally awarded and/or any contract being executed.**4. Notes that the proposed disposition process is likely to take approximately eight (8) months to complete, including public notice requirements.**

In Favour: Crs Malcolm Cullen, Tracey Rathbone, Sherryl Botting, Rose Mitchell, Daphne Simmons and Corey Matthews

Against: Nil

CARRIED 6/0



Request for Tender

[To be used for major works, building and construction services]

Request for Tender:	Shire of Coolgardie Disposal of the Bluebush Accommodation Village
Deadline:	No later than [insert day], [insert date] at [insert time]pm (WST)
Address for Delivery:	Electronically at https://portal.tenderlink.com/shireofcoolgardie No other method of delivery will be accepted.
RFT Number:	01/2025

Part 1 READ AND KEEP THIS PART
--

Contents

1	Conditions of Tendering	4
1.1	Definitions	4
1.2	Tender Documents	5
1.3	How to Prepare Your Tender	5
1.4	Contact Persons	5
1.5	Tender Briefing / Site Visit.....	5
1.6	Lodgement of Tenders and Delivery Method.....	6
1.7	Rejection of Tenders.....	6
1.8	Late Tenders.....	7
1.9	Acceptance of Tenders	7
1.10	Disclosure of Contract Information.....	7
1.11	Tender Validity Period	7
1.12	Precedence of Documents	7
1.13	Alternative Tenders	7
1.14	Tenderers to Inform Themselves.....	8
1.15	Alterations	8
1.16	Risk Assessment.....	8
1.17	Evaluation Process.....	9
1.18	Selection Criteria	9
1.19	Mandatory Criteria	10
1.20	Compliance Criteria.....	10
1.21	Separable Portions.....	10
1.22	Qualitative Criteria	10
1.23	Value Considerations	11
1.24	Regional Price Reference.....	11
1.25	Price Basis	11
1.26	Ownership of Tenders	12
1.27	Canvassing of Officials	12
1.28	Identity of the Tenderer	12
1.29	Costs of Tendering.....	12
1.30	Tender Opening	12
1.31	Monetary Values	13
1.32	In House Tenders.....	13
2	Specification	14
2.1	Contract Requirements in Brief	14
2.2	Specification Requirements	14

Part 1 READ AND KEEP THIS PART

2.3	Tendering Process.....	14
2.4	Implementation Timetable.....	15
3	General Conditions of Contract.....	16
3.1	Basis of Contract	16
3.2	Special Conditions	16
3.3	Date for Settlement.....	18
3.4	Goods and Services Tax (GST)	18
4	Tenderer's Offer.....	19
4.1	Form of Tender	19
4.2	Selection Criteria	20

Part 1 READ AND KEEP THIS PART

1 Conditions of Tendering

1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations. Can also be referred to in the Request as Buyer.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the terms of disposal and any related special conditions provided as part of this Request.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Coolgardie
Property	Refers to the Bluebush Accommodation Village and associated land located at 44 Bluebush Road, Kambalda West WA 6442 as detailed in the Specification included in this Request.
Request OR RTF OR Request for Tender	This document.
Requirement:	The specification as provided by the and detailed in the RFT and associated documentation.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Shire:	Shire of Coolgardie
Special Conditions:	The additional contractual terms as included as part of this Request.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Someone or an entity who has or intends to submit an Offer to the Principal.

Part 1 READ AND KEEP THIS PART**1.2 Tender Documents**

This Request for Tender is comprised of the following parts:

Read and Keep this Part:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Specification (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*).

Including any other associated documentation provided or requested with the Request for Tender.

Complete and Return this Part:

Part 4 – Tenderer's Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 4) in all respects and include all Attachments;
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the method listed below:

ALL questions relating to the RFT should be requested online using Tenderlink only. All enquiries are to be made through the Shire of Coolgardie's E-Tendering Portal's Q & A Forum - <https://portal.tenderlink.com/shireofcoolgardie>

1.5 Tender Briefing / Site Visit

Tenderers will be provided with the opportunity to attend up to four (4) scheduled site inspections of the Bluebush Accommodation Village. Attendance at site inspections is not mandatory but is strongly recommended. Tenderers may attend one or more inspections.

Part 1 READ AND KEEP THIS PART

Tenderers must confirm attendance by email to Bec.Horan@coolgardie.wa.gov.au by the relevant registration cut-off time set out below. Only registered attendees will be permitted entry to the site.

Site Visit	Date	Time	Registration Cut-off
Visit 1	[Insert]	[Insert]	[Insert]
Visit 2	[Insert]	[Insert]	[Insert]
Visit 3	[Insert]	[Insert]	[Insert]
Visit 4	[Insert]	[Insert]	[Insert]

All attendees are required to:

- sign in on arrival and follow site induction requirements;
- comply with all directions and site rules issued by the Vendor or its representatives during the inspection; and
- ensure that inspections are conducted in a safe and orderly manner.

Unplanned or unscheduled visits to the site are strictly prohibited. No access will be permitted other than during the scheduled and confirmed inspection times.

Attendance at a site inspection is provided for information purposes only and does not relieve any Tenderer from its responsibility to undertake its own investigations and due diligence inquiries. The Vendor makes no representation or warranty as to the accuracy or completeness of information obtained during a site visit.

1.6 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline.

The Deadline for this request is [insert day], [insert date] at [insert time] pm (WST).

The Tender is to be uploaded to the Tenderlink portal.

Respondents will receive a Successful Submission Receipt timed and dated upon completion. Should you need assistance with Tenderlink please call the support team on 1800 233 533 or email support@tenderlink.com.

Please note that all enquiries are to be made through the Shire of Coolgardie's E-Tendering Portal's Q & A Forum - <https://portal.tenderlink.com/shireofcoolgardie>

Hand delivered tenders, electronic mail tenders and tenders submitted by facsimile will not be accepted.

1.7 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- It is not submitted before the Deadline; or
- It is not submitted at the place specified in the Request; or

Part 1 READ AND KEEP THIS PART

- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.8 Late Tenders

Tenders received:

- a) After the Deadline; or
b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.9 Acceptance of Tenders

The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

The acceptance of any Tender is conditional upon compliance with the disposal of property provisions of the Local Government Act 1995 (WA), including (where applicable) the preparation of a business plan and any other statutory requirements prior to disposal.

1.10 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) and contract price offered or be advised that no Tender was accepted.

1.11 Tender Validity Period

All Tenders will remain valid and open for acceptance until **30 June 2026**, unless extended by mutual written agreement between the Principal and the Tenderer.

1.12 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the General Conditions of Contract will have precedence.

1.13 Alternative Tenders

All Alternative Tenders may only be provided **if accompanied by a conforming Tender**.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Part 1 READ AND KEEP THIS PART

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender" and have been agreed to expressly in writing by the Principal.

1.14 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a. examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b. examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c. satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d. acknowledged that the Principal may enter into negotiations with a chosen Tenderer(s) and that negotiations are to be carried out in good faith; and
- e. satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.16 Risk Assessment

The Principal may have access to and consider:

- a. any risk assessment undertaken by any credit rating agency;
- b. any financial analytical assessment undertaken by any agency; and
- c. any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Part 1 READ AND KEEP THIS PART

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.17 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender offer.

The following evaluation methodology will be used in respect of this Request:

- a. Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g., completed Offer form, missing information and Attachments) may be excluded from evaluation.
- b. Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (e.g. tendered prices and other relevant whole of life costs are considered).
- c. The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation and/or provide financial information as required by the Shire. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal, demonstrating best value for money.

1.18 Selection Criteria

The RFT may be awarded to the Tenderer who best demonstrates the ability to complete the disposal on terms most advantageous to the Principal. The tendered disposal price will be considered together with qualitative and compliance criteria, including financial capacity, proposed settlement terms, and any other relevant considerations, to determine the most favourable outcome.

Part 1 READ AND KEEP THIS PART

The Principal has adopted a best value for money approach to this Request. This means that, although disposal price will be taken into account, the highest price offered will not necessarily be accepted, nor will the Tender ranked highest on qualitative criteria. In determining best value for money, the Principal may also take into consideration the Tenderer's demonstrated commitment to supporting local communities and contributing to broader social and economic outcomes.

1.19 Mandatory Criteria

These criteria are detailed within section 4.2.1, Mandatory Criteria of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion will eliminate the Tender from consideration.

1.20 Compliance Criteria

These criteria are detailed within section 4.2.2, Compliance Criteria of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.21 Separable Portions

Not Applicable.

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria set out in Section 4.2.3, Qualitative Criteria of this document. Each criterion will be weighted to reflect the relative degree of importance that the Principal places on matters relevant to the proposed disposal.

It is essential that Tenderers address each qualitative criterion. Information provided in response will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the evaluation process or a reduced score.

A scoring system will be applied as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each criterion will achieve a higher score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

Part 1 READ AND KEEP THIS PART**1.23 Value Considerations**

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

Criteria	Weighting
Price and Offer	60%
Similar Experience	15%
Demonstrated Understanding	10%
Social and Community Value	15%

1.24 Regional Price Reference

Regional Price Preference does not apply to this RFT.

1.25 Price Basis

All offers must be made on an “as is, where is” basis. It is preferred that Tenderers submit an unconditional offer for the outright disposal/purchase and transfer of the Bluebush Accommodation Village in its entirety. Alternative offers (including lease arrangements, staged payments, financing arrangements, conditional approvals, or partial purchase/disposal) may be considered where the Tenderer demonstrates that the proposal delivers best value for money for the Shire and complies with the statutory requirements for the disposal of local government property.

All Tendered prices must be expressed as fixed and firm amounts for the duration of the Tender validity period.

The Tendered price must be stated on a GST-inclusive basis, unless the parties agree in writing that the disposal constitutes the supply of a going concern in accordance with section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), in which case the Tendered price will be treated as GST-free. Tenderers acknowledge that they are solely responsible for obtaining their own independent tax and legal advice in relation to the GST treatment of the transaction. The Principal gives no warranty as to the availability of the going concern concession. If the Australian Taxation Office determines that GST is payable, the Tenderer must pay the GST in addition to the Tendered price, and the Principal will not be liable for any costs, penalties, or claims arising from the GST treatment of the transaction.

Tendered prices must incorporate all costs associated with the disposal and transfer of the property, excluding settlement costs and statutory duties, taxes, and registration fees, which will be the sole responsibility of the successful Tenderer. The Principal will be

Part 1 READ AND KEEP THIS PART

responsible for its own legal costs in preparing the contract of disposal and transfer documentation.

No additional charges, adjustments, or claims will be recognised unless expressly included in the Tender submission. Any costs not identified in the Tender will be deemed to be included in the offered price.

1.26 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.27 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Officials or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.28 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.29 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.30 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

Part 1 READ AND KEEP THIS PART

The Tender Opening will be held on or as soon as practicable after the Deadline at the Shire Offices at Irish Mulga Drive, Kambalda WA 6442.

1.31 Monetary Values

Not Applicable.

1.32 In House Tenders

The Principal does not intend to submit an In-house Tender.

Part 2 READ AND KEEP THIS PART

2 Specification

2.1 Contract Requirements in Brief

The Shire of Coolgardie is looking to dispose of its existing motel-style workers accommodation camp and associated land located at 44 Bluebush Road, Kambalda West WA 6442 ("Bluebush Accommodation Village"), strictly on an 'as is, where is' basis and as set out in the Request for Tender ("RFT").

The disposal will be conducted in accordance with the Local Government Act 1995 (WA) and is subject to final approval by Council following the tender process and compliance with the disposal requirements under Sections 3.58 and 3.59 of the Local Government Act 1995 (WA).

The Shire is hereby inviting offers from financially sound, reputable, and reliable tenderers with a proven track record of:

- a. meeting contractual commitments in comparable transactions, such as the acquisition, disposal, operation, or management of camps or comparable facilities, or in undertaking financial transactions of a similar scale and complexity and
- b. upholding a demonstrated commitment to supporting communities.

The successful Tenderer will be required to:

- a. enter into a formal contract of sale/disposal agreement,
- b. pay a deposit to be held in trust, and
- c. complete settlement in line with the timelines outlined.

The preference is that the disposal should not be subject to conditions such as financing or any Tenderer's extended due diligence and/or approval processes.

Full details of the property, tendered specification, exclusions, tender process, deposit requirements, settlement provisions, and site visit arrangements are provided in the RFT, the Specification and associated documentation.

2.2 Specification Requirements

The detailed information is set out in the Specification (as included as part of this Request).

2.3 Tendering Process

Tenderers are required to note the tendering process and requirements as set out in the Specification (as included as part of this Request) given that the sale/disposal of the Bluebush Accommodation Village is done by way of public tenders for the disposal of the

Part 2 READ AND KEEP THIS PART
--

property in accordance with the provisions of the Local Government Act 1995 (WA) (disposal of property) and the Shire's procurement policies.

2.4 Implementation Timetable

Milestone	Time and Date
Issue of Request for Tender	[insert date]
Date and time of proposed site visits	Please refer to section 1.5 above
Last date for receipt of request for clarifications to be addressed by the Principal	[insert day] [insert date]
Last date for receipt of Tenders, closing date and opening of the bids	[insert day], [insert date] at [insert time] WST
In-Principle Endorsement of Preferred Tenderer by Council	Subject to Council Approval but anticipated to be [insert day] [insert date]
Finalisation of Contract of Sale and Deposit Payment Requirements	Anticipated to be [insert day] [insert date]
Completion of Major Land Transaction Compliance Requirements	Anticipated to be [insert day] [insert date]
Final Council Award	Subject to Council Approval
Indicative Settlement	Anticipated February/March 2026

Part 3 READ AND KEEP THIS PART**3 General Conditions of Contract****3.1 Basis of Contract**

The Contract for the disposal of the Property is comprised of the Joint Form of General Conditions for the Sale of Land 2022 (WA) ("General Conditions"), which shall apply in full except to the extent modified or overridden by the Special Conditions set out below or as agreed to between the parties in writing. Unless explicitly agreed to in writing by the Shire, the General Conditions form the standard terms of this Contract and provide the rights and obligations of the parties in respect of the disposal.

3.2 Special Conditions

The following Special Conditions apply to and form part of this Contract. To the extent of any inconsistency between these Special Conditions and the General Conditions, the Special Conditions prevail.

3.2.1 Council Approval

The Contract is subject to and conditional upon approval of the disposal by resolution of the Principal Council in accordance with sections 3.58 and 3.59 of the Local Government Act 1995 (WA). If such approval is not obtained, this Contract will be at an end and all monies paid by Tenderers shall be refunded without deduction.

3.2.2 Disposal on 'As Is, Where Is' Basis

Tenderers acknowledge and agree that the Property is disposed of on an 'as is, where is' basis. The Principal gives no warranties or representations, express or implied, as to the condition, state of repair, fitness for purpose, building compliance, environmental status, or statutory approvals. Tenderers relies solely on its own inspections and investigations.

3.2.3 Financial Capacity

Tenderers must be able to demonstrate the financial capacity to complete the disposal without undue delay. Offers made on an unconditional basis are preferred.

3.2.4 Deposit

A deposit equal to a minimum of two percent (2%) of the offered disposal price is payable by Tenderers within fourteen (14) days of the Principal's Council resolving, in principle, to award the Tender to Tenderers as the preferred tenderer. Time is of the essence with respect to payment of the deposit. The deposit shall be held in trust pending settlement.

Part 3 READ AND KEEP THIS PART

If the disposal does not proceed due to Council not granting final approval under section 3.2.1, the deposit shall be refunded in full without deduction.

If Tenderers default under this Contract, or withdraws its Tender or offer prior to settlement for any reason other than Council non-approval, the deposit shall be forfeited to the Principal absolutely, without prejudice to any other rights or remedies the Principal may have against Tenderers for damages or otherwise.

3.2.5 Settlement

Settlement will occur within twenty-eight (28) days from the date of the final Council resolution awarding the Tender to Tenderers, unless otherwise agreed in writing between the parties. Time is of the essence with respect to settlement.

Outgoings, including rates, taxes, utilities, and service charges, will be adjusted between the parties as at the settlement date.

Tenderers shall be responsible for its own settlement costs, including legal and conveyancing fees, transfer duty, registration fees, and any other statutory charges. The Principal will be responsible for its own legal costs of preparing this contract and the transfer documentation.

Tenderers acknowledge that a portion of the accommodation is presently subject to a finance lease. The Principal warrants that the finance lease will be discharged and removed from title prior to, or contemporaneously with, settlement.

Tenderers shall receive title to the Property free from encumbrances other than statutory easements or notifications recorded on the Certificate of Title.

3.2.6 Possession

Possession of the Property will be delivered at settlement together with all fixtures, fittings, plant, and equipment not belonging to or under hire from third parties. The Property is not otherwise required to be delivered with vacant possession.

Any operator arrangements, licences, or occupancy rights in respect of the accommodation will be terminated prior to or at settlement unless otherwise agreed to between the parties.

3.2.7 GST

The Tendered price must be stated on a GST-inclusive basis, unless the parties agree in writing that the disposal constitutes the supply of a going concern in accordance with section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), in which case the Tendered price will be treated as GST-free.

Tenderers acknowledges that it is solely responsible for obtaining its own independent tax and legal advice in relation to the GST treatment of the transaction. The Principal gives no warranty as to the availability of the going concern concession. If the Australian Taxation

Part 3 READ AND KEEP THIS PART

Office determines that GST is payable, Tenderers must pay the GST in addition to the Tendered price, and the Principal will not be liable for any costs, penalties, or claims arising from the GST treatment of the transaction.

3.2.8 Risk

Risk in the Property remains with the Principal until settlement. From settlement, the Property shall be at the risk of the successful Tenderer.

3.3 Date for Settlement

Subject to Council approval and meeting the requirements of the Local Government Act, it is anticipated that settlement will occur around February/March 2026.

3.4 Goods and Services Tax (GST)

For the purposes of this clause:

- a. **"GST"** means goods and services tax imposed under the GST Act.
- b. **"GST Act"** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and includes all associated Regulations, Rulings and Determinations issued by the Commissioner of Taxation, as amended from time to time.
- c. **"Supply"** and **"taxable supply"** have the same meanings as in the GST Act.

Where the Requirements the subject of this Request, or any part thereof, constitute a taxable supply under the GST Act, the Tendered price, fee, or rates shall be GST-inclusive, calculated at the rate in force at the time of Tender submission.

.

Part 4 COMPLETE AND RETURN THIS PART**4 Tenderer's Offer****4.1 Form of Tender**

The Chief Executive Officer
Shire of Coolgardie
Irish Mulga Drive
Kambalda WA 6442

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender RFT01_2025 Bluebush Accommodation Village Disposal

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to until **30 June 2026**, unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the pricing section in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 2025

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

Part 6 COMPLETE AND RETURN THIS PART
--

4.2 Selection Criteria**4.2.1 Mandatory Criteria**

Tenderers must confirm compliance with each of the following mandatory requirements. Responses must be provided on a Yes/No basis. A "No" response to any requirement will render the tender non-compliant and it will not proceed to further evaluation.

Mandatory Requirement	Yes	No
The Tenderer accepts the Property (Bluebush Accommodation Village) is offered for disposal on an 'as is, where is' basis.	<input type="checkbox"/>	<input type="checkbox"/>

4.2.2 Compliance Criteria

Compliance may exclude a tender from further evaluation but is at the discretion of the Principal. Tenderers must respond Yes / No to each item. Where "No" is answered, details must be provided.

Compliance Requirement	Yes	No	Comments
Tenderers acknowledge that their submission has been made in accordance with the Conditions of Tender, including completion of the Offer Form and provision of pricing in the required format.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm compliance with the Basis of Contract, as amended by the Special Conditions.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm their offer is not subject to financial approval, including loan approval or any other external funding approvals.	<input type="checkbox"/>	<input type="checkbox"/>	
The Tenderer will provide a deposit of at least 2% of the offered price as part of the mandatory requirements.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm compliance with the Settlement Date proposed in the Request.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm they will provide all information reasonably requested by the Shire to complete financial viability checks.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm they are presently able to pay all debts in full as and when they fall due.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers acknowledge and accept the requirement for a statutory disposal process, including public disclosure of the name(s) of shortlisted preferred buyer(s)	<input type="checkbox"/>	<input type="checkbox"/>	

Part 6 COMPLETE AND RETURN THIS PART
--

Compliance Requirement	Yes	No	Comments
and the disposal price.			
Tenderers are to provide their organisational information, including structure, ownership, directors, and key personnel.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm that they have no actual or potential conflicts of interest in relation to this transaction.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm they are not currently engaged in litigation that may materially affect their capacity to complete the disposal.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm whether they are acting as an agent for another party. If Yes, details (including name and address) of the principal must be attached.	<input type="checkbox"/>	<input type="checkbox"/>	
Tenderers confirm whether they are acting as a trustee of a trust. If Yes, provide the name of the trust and include a copy of the trust deed (and any related documents). If there is no trust deed, provide the names and addresses of beneficiaries.	<input type="checkbox"/>	<input type="checkbox"/>	

4.2.3 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

A. Price and Offer Tenderers must address the following information as required below, additional information must be provided in an attachment(s) labelled "Pricing":		Weighting <60%>	
Tenderers are to confirm that the following items have been supplied as part of the Tenderer's Offer. Please complete		Tick if attached / provided	
		<input type="checkbox"/>	<input type="checkbox"/>
Offered Price (Incl. GST) Noted in Australian Dollars	Please complete: \$		
Deposit	Shire Proposed: 2% of Offered Price		
	Tenderer Nomination:		
Financing and Approvals	Shire Proposed: Unconditional		

Part 6 COMPLETE AND RETURN THIS PART

A. Price and Offer Tenderers must address the following information as required below, additional information must be provided in an attachment(s) labelled "Pricing":		Weighting <60%>
Tenderers are to confirm that the following items have been supplied as part of the Tenderer's Offer.		Tick if attached / provided
	Tenderer Nomination:	
Settlement	Shire Proposed: 28 days after Council formally approves the offer (Anticipated to be February/March 2026) Tenderer Nomination:	
GST Treatment	Shire Proposed: Tendered price is GST inclusive Tenderer Nomination:	
Camp Management Arrangement	The Shire contract with the camp operator continues until 18 November 2026 with an option to extend for a further 12 month period. The contract has a provision for assignment, subject to commercial and due diligence provisions. Tenderers should indicate whether they would consider and/or require a potential assignment of the contract. Tenderer Response:	
Existing Accommodation Contracts / Bookings	Shire Proposed: Tenderer agrees to honour all pre-existing contract bookings at the Property at the agreed contract rate in place. Tenderer Response:	
Payment Structure	Please provide information on the proposed payment structure a. deposit and b. settlement amounts. Noting deferred or contingent payments. Tenderer Response:	
Funding Capacity	Please provide information on any proposed funding requirements, including a. source of funds, b. evidence, c. confirmation whether the offer is conditional on finance or additional approvals. Tenderer Response:	
Assumptions and	Please provide information on any conditions	

A. Price and Offer	Weighting <60%>
Tenderers must address the following information as required below, additional information must be provided in an attachment(s) labelled “Pricing”:	
Tenderers are to confirm that the following items have been supplied as part of the Tenderer’s Offer.	Tick if attached / provided
Conditions	and/or assumptions, including a. identify any conditions and assumptions; b. confirmation that price is firm and not subject to variation. Tenderer Response:
Valuation and Rationale	Please provide information the valuation and rationale applied in making the offer: a. general explanation and b. key assumptions. Tenderer Response:
Additional Key Terms Required / Requested	Please add more lines or provide a separate attachment with change/addition requested and justification for the change/addition <div style="border: 1px solid black; height: 100px;"></div>

Tenderers must address the following information in an attachment(s) and label it “Similar Experience”:		<15%>	
Tenderers are to confirm that the following items have been supplied as part of the Tenderer's Offer.		Tick if attached / provided	
Tenderers are to demonstrate prior experience in the acquisition, sale/disposal, operation, or management of camps or comparable facilities, or in undertaking financial transactions of a similar scale and complexity. Details of at least two projects or comparable transactions of a similar nature, scale, and complexity should be provided.		<input type="checkbox"/>	<input type="checkbox"/>

Part 6 COMPLETE AND RETURN THIS PART

B. Similar Experience Tenderers must address the following information in an attachment(s) and label it “Similar Experience”:	Weighting <15%>	
Tenderers are to confirm that the following items have been supplied as part of the Tenderer's Offer.	Tick if attached / provided	
Evidence of successful completion (scope, budget, timeline, compliance).		
Key personnel involved and their expertise.		
Evidence of experience in delivering similar transactions in regional Western Australia.		
Supporting evidence: referees, awards, recognition.		
	<input type="checkbox"/>	<input type="checkbox"/>

C. Demonstrated Understanding Tenderers must address the following information in an attachment(s) and label it “Demonstrated Understanding”:	Weighting <10%>	
Tenderers are to confirm that the following items have been supplied as part of the Tenderer's Offer.	Tick if attached / provided	
Explanation of Tenderer's understanding of the Shire's objectives for the disposal.		
Identification of key drivers for the Shire (e.g. price certainty, community value, statutory compliance).		
Outline of proposed approach to due diligence, settlement, and risk management.		
Understanding of the statutory disposal process and commitment to transparency.		
Alignment with Shire/community objectives and capacity to engage stakeholders.		
	<input type="checkbox"/>	<input type="checkbox"/>

d. Social and Community Value Tenderers must address the following information in an attachment(s) and label it “Community Value”:	Weighting <15%>	
Tenderers are to confirm that the following items have been supplied as part of the Tenderer's Offer.	Tick if attached / provided	
Proposed future use and management of the Bluebush Accommodation Village.		
Explanation of community value created by the proposed use.		
Commitment to supporting local jobs, suppliers, and contractors.		
Plans for contributing to the regional economy.		
Initiatives for community development, housing needs, or social programs.		
Evidence of sustainability and long-term viability of the proposal.		
	<input type="checkbox"/>	<input type="checkbox"/>

Shire of Coolgardie
RFT 01_2025 Tender Specification



RFT 01/2025

Disposal of Bluebush Accommodation Village

Tender Specification

Commercial in Confidence

1

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

Shire of Coolgardie
RFT 01_2025 Tender Specification



Table of Contents

1	REQUEST FOR TENDER REQUIREMENTS	3
1.1	Requirements in Brief.....	3
1.2	Tendering Process	3
2	CONDITIONS OF DISPOSAL	5
2.1	Mandatory Conditions	5
2.2	Offer Validity Period	5
2.3	Financial Viability	5
2.4	Deposit Requirements.....	5
2.5	Settlement	5
2.6	GST and Tax Treatment	6
3	BLUEBUSH ACCOMMODATION VILLAGE INFORMATION	6
3.1	Property Details.....	6
3.2	Planning Requirements: Lot 500.....	6
3.3	Encumbrances	7
3.4	Camp Overview.....	8
3.5	Basis of Disposal.....	10
3.6	Exclusions from Disposal	11
4	BLUEBUSH ACCOMMODATION VILLAGE INVENTORY	11
4.1	Included Items.....	11
4.2	Excluded Items.....	12
5	BLUEBUSH ACCOMMODATION VILLAGE OPERATION	12
5.1	Contract Information.....	12
5.2	Sirrom Supplied Items.....	13
5.3	Accommodation for Sirrom Personnel.....	14
6	BLUEBUSH ACCOMMODATION VILLAGE OCCUPANCY CONTRACTS	14
7	SUPPORTING INFORMATION.....	15

Commercial in Confidence

2

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

1 REQUEST FOR TENDER REQUIREMENTS

1.1 Requirements in Brief

The Shire of Coolgardie (the Shire) is looking to sell its existing motel-style workers accommodation camp and associated land located at 44 Bluebush Road, Kambalda West WA 6442 ("Bluebush Accommodation Village"), strictly on an 'as is, where is' basis and as set out in the Request for Tender (RFT).

The disposal will be conducted in accordance with the Local Government Act 1995 (WA) and is subject to final approval by Council following the tender process and compliance with the disposal requirements under Sections 3.58 and 3.59 of the Local Government Act 1995 (WA).

The Shire is hereby inviting offers from financially sound, reputable, and reliable tenderers with a proven track record of:

- a. meeting contractual commitments in comparable transactions, such as the acquisition, disposal, operation, or management of camps or comparable facilities, or in undertaking financial transactions of a similar scale and complexity; and
- b. upholding a demonstrated commitment to supporting communities.

The successful Tenderer will be required to:

- a. enter into a formal contract of sale /disposal agreement,
- b. pay a deposit to be held in trust, and
- c. complete settlement in line with the timelines outlined.

The preference is that the disposal should not be subject to conditions such as financing or any Tenderer's extended due diligence and/or approval processes.

Full details of the property, specification, exclusions, tender process, deposit requirements, settlement provisions, and site visit arrangements are provided in the RFT and associated documentation.

1.2 Tendering Process

Tenderers are to note the tendering process and requirements as set out below.

1.2.1 Disposal by Public Tender

The Shire will invite public tenders for the disposal of the property in accordance with the provisions of the Local Government Act 1995 (WA) (disposal of property) and the Shire's procurement policies.

1.2.2 Tender Advertisement

The tender will be advertised on Tenderlink and other media sites as required.

The Shire will provide prospective tenderers the option to attend a site visit to inspect the Bluebush Accommodation Village and conduct their own investigations. Attending a site visit is not a mandatory requirement for the tender.

Commercial in Confidence

3

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

All tenders must be lodged by the stated closing time and date.

1.2.3 Evaluation

Tenders will be assessed against the qualitative criteria listed in the RFT, with appropriate probity, due diligence, and clarifications as required.

Please note: The Shire is not obliged to accept the lowest or any tender and may negotiate with one or more tenderers where permitted.

As part of this process, the Shire will undertake financial checks to confirm that tenderers are financially sound and capable of meeting their contractual obligations.

1.2.4 Preferred Tenderer

A preferred tenderer will be selected based on the tender evaluation criteria, including demonstrated value for money, and recommended to Council for in-principle endorsement.

Tenderers are to note that the Shire may be required to disclose the name and contract price offered of the recommended preferred tenderer as part of this process.

1.2.5 Council In-Principle Endorsement of Preferred Tenderer

Where Council endorses the recommendation of the preferred tenderer, the preferred tenderer will be required to:

- a. execute the required/agreed contract and
- b. make payment of any required deposit

within fourteen (14) days from the date of Council's in-principle endorsement.

Failure to pay the deposit within this timeframe may result in the withdrawal of Council's endorsement.

1.2.6 Statutory Compliance: Major Land Transaction Requirements

Upon Council endorsement of the preferred tenderer, the Shire will prepare a business case as applicable under the Local Government Act 1995 (WA) and the Local Government (Functions and General) Regulations 1996, to satisfy the major land transaction requirements as set out in section 3.59 of the Local Government Act 1995 (WA) (including local public notice and consideration of submissions, as applicable).

1.2.7 Final Council decision

Following review of the outcomes of the business case and public notice requirements, a further recommendation will be made to Council for determination and final decision whether to make the final award/approval to dispose the Bluebush Accommodation Village to the preferred tenderer.

1.2.8 Contract and settlement

On final Council approval for award, the parties will proceed to settlement in accordance with the agreed terms.

Commercial in Confidence

4

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

2 CONDITIONS OF DISPOSAL

2.1 Mandatory Conditions

Tenderers are advised that the following mandatory conditions apply to the RFT:

- a. The Bluebush Accommodation Village is offered for disposal on an “**as is, where is**” basis.

2.2 Offer Validity Period

All offers must remain valid until **30 June 2026**, and this period may be extended by mutual written agreement between the parties.

2.3 Financial Viability

Tenderers are to note the requirement for potential financial viability checks and must provide any information reasonably requested for that purpose.

2.4 Deposit Requirements

Where Council endorses the recommendation of the preferred tenderer, the preferred tenderer will be required to:

- a. execute the required/agreed contract, and
- b. make payment of the required deposit (being a minimum of 2% of the offered price)

within fourteen (14) days from the date of Council's in-principle endorsement.

Please note:

- a. The deposit will be held in trust by Council's solicitors or settlement agent.
- b. The deposit will be non-refundable in the event of successful Tenderer default or if the disposal does not proceed due to the actions or cancellation by the successful Tenderer.
- c. The deposit will be refunded in full if Council does not approve the disposal.
- d. Failure by the preferred tenderer to pay the deposit within the stated timeframe may result in the withdrawal of Council's endorsement.

2.5 Settlement

Subject to final Council approval, settlement is expected to occur around **February/March 2026**.

Settlement must take place within twenty-eight (28) days of final Council approval, or within such other timeframe as may be agreed, following completion of the requirements in accordance with section 3.59 of the Local Government Act 1995 (WA).

Title will transfer free of encumbrances other than those recorded on the Certificate of Title, and the preferred tenderer as buyer will assume all risk and responsibility upon settlement.

Tenderers are to note the provisions/information contained in the following sections:

- a. Section 3.2: Planning Requirements – Lot 500; and
- b. Section 3.3: Encumbrances.

Commercial in Confidence

5

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

2.6 GST and Tax Treatment

The Bluebush Accommodation Village is treated as “commercial residential premises” for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (“GST Act”).

Accordingly, the disposal constitutes a taxable supply under the GST Act unless it qualifies as a GST-free supply of a going concern pursuant to section 38-325 of the GST Act. Where GST is payable in respect of the disposal, the Successful Tenderer will be liable for the payment of GST in addition to the purchase price.

3 BLUEBUSH ACCOMMODATION VILLAGE INFORMATION

3.1 Property Details

The Bluebush Accommodation Village is zoned Commercial and located across two properties and owned by the Shire:

Land Description	Certificate of Title	Property Address	Street	Included
Part of Lot 500 on Deposited Plan 424604 (Refer section 2.2 for further information)	Volume 4072 Folio 66	60 Bluebush Road Kambalda	West 6442	120 SPQ rooms, 2 laundries, and ancillary items (Refer section 3.3 for further information)
Lot 501 on Deposited Plan 424604	Volume 4072 Folio 67	44 Bluebush Road Kambalda	West 6442	199 SPQ rooms, 8 executive SPQ rooms, 4 laundries, kitchen/dining, gym, recreation room and male/female toilets and ancillary items

3.2 Planning Requirements: Lot 500

The northern section of the Bluebush Accommodation Village has been constructed on a portion of lot 500 on Deposited Plan 424604. The Shire is intending to excise the northern section of the camp by way of a boundary adjustment. The remainder of lot 500 on Deposited Plan 424604 will remain under Shire ownership and is excluded from the disposal and RFT.

The camp is fenced across all sides – the fence is indicative of the boundary adjustment. Final boundary adjustment will be done through a registered land surveyor.

Commercial in Confidence

6

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

Current Lot Division



Proposed Excision and Boundary Adjustment

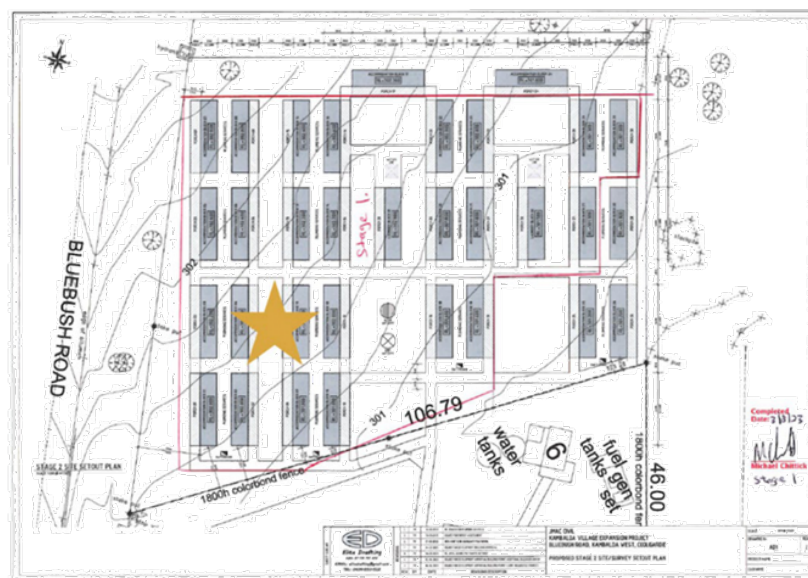


RFT01_2025 Bluebush Village Sale

3.3 Encumbrances

Please note:

- the disposal is subject to any easements, covenants, restrictions, or notifications as currently recorded on the respective certificates of title.
- there is a current financial encumbrance and operational lease arrangement in place for 100 rooms and 2 laundries as noted in the camp overview information provided. It is the Shire's intention to complete a buy-out of the 100 rooms and 2 laundries prior to settlement of the disposal. The items under encumbrances are noted in the section marked as "Stage 1".



Commercial in Confidence

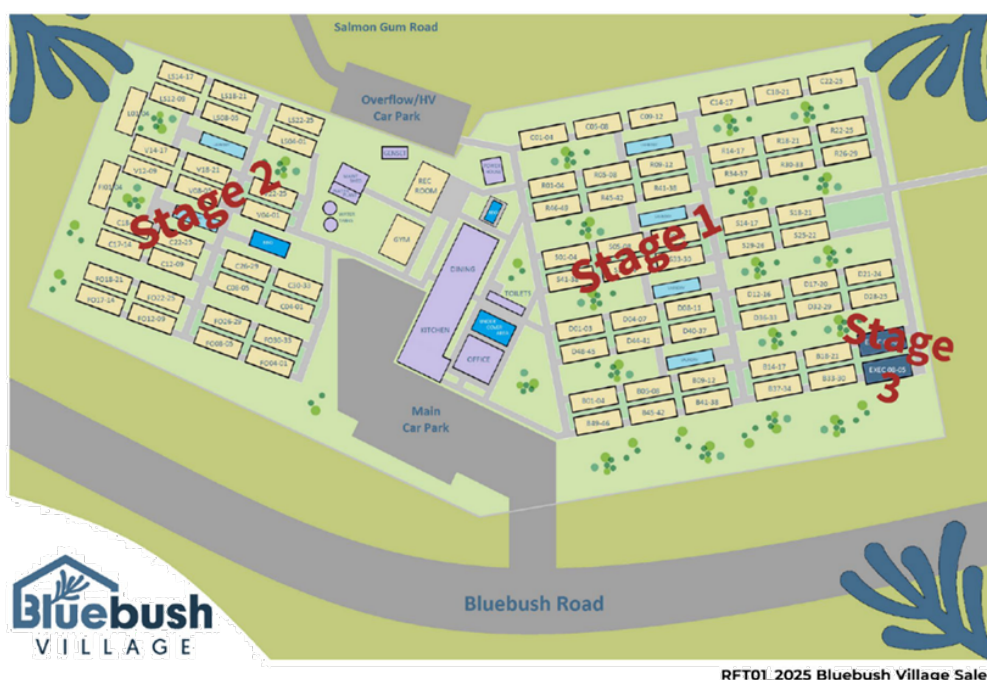
7

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

3.4 Camp Overview

The Bluebush Accommodation Village was constructed over three main stages:

- Stage 1: 2022–2023:** 199 SPQ rooms, 4 laundries, kitchen and dining, administration/office, male/female toilets, recreation room, gym, car park and ancillary facilities and ancillary facilities, utilities and services;
- Stage 2: 2023:** 120 SPQ rooms, 2 laundries and ancillary facilities, utilities and services – this included the extension of the dining room by one module;
- Stage 3: 2024:** 8 executive SPQ rooms.



RFT01_2025 Bluebush Village Sale

3.4.1 Accommodation

The accommodation units:

- Are transportable, prefabricated buildings with single rooms and ensuite bathrooms (noting the 8 executive rooms cater for doubles);
- Include a bed (king size single except double for executive rooms (double beds), air-conditioning/heating, wardrobes.
- Verandas.

Any consumable items provided by the village operation contractor, Sirrom, are excluded from the disposal (refer section 5).

3.4.2 Catering and Mess Facilities

The kitchen and dining room include:

- Central dining hall (mess hall): Provides daily meals (breakfast, crib/lunch packs, dinner) catering to large numbers.

Commercial in Confidence

8

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

- b. Commercial kitchen set up.
- c. Servery /Crib room / lunch pack areas.

In addition to the built in freezer/storage/cold room areas, the Shire is also hiring addition 3 containerised refrigeration units (2 freezer units and 1 dry/cool store). These are excluded from the disposal but details of the hire arrangements can be made available to the preferred tenderer.

Any consumable items provided by the village operation contractor, Sirrom, are excluded from the disposal (refer section 5).

3.4.3 Recreation and Social Facilities

The Bluebush Accommodation Village operates as a dry mess set up.

The Bluebush Accommodation Village disposal includes:

- a. Recreation room with pool table, seating, air-conditioning/heating;
- b. Gym room with gym equipment, air-conditioning/heating.
- c. Outdoor facilities include undercover seating areas and barbeque area.

Equipment are included in the disposal, unless provided by the third party camp operator.

3.4.4 Administration

The administration facilities include:

- a. Office
- b. Communications
- c. First aid room.
- d. Waiting room/reception.

Equipment are included in the disposal, unless provided by the third party camp operator. Any consumable items provided by the village operation contractor, Sirrom, are excluded from the disposal (refer section 5).

3.4.5 Laundries

Laundry buildings are typically set up with:

- a. Laundry: 8 commercial washing machines and 8 laundries with throughs, air-conditioning/heating and water chillers;
- b. Linen room with shelving;
- c. Cleaners room with shelving.

Consumables are provided by the third party camp operator and are not included in the disposal (refer section 5).

3.4.6 Ablution Block

The ablution block includes:

- a. Disability toilet and basin;
- b. Female toilet area (4 toilets with 3 basins);
- c. Male toilet area (6 toilets, 5 basins and urinal areas.

Consumables are provided by the third party camp operator and are not included in the disposal (refer section 5).

Commercial in Confidence

9

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

3.4.7 Power Supply

Power supply is through a hired 500KVA diesel generator. No back-up generators are used as the current generator supplier have guaranteed availability in a short time frame. No issues generally with downtime as a result of generator failure.

There is a 10,000l diesel fuel tank on site. The fuel tank is supplied through Eagle Petroleum.

On average 4,000l diesel is supplied every 5 days.

The Shire currently has limited solar panels installed in certain areas.

The site furthermore has a dedicated plant room facility.

Power management is currently handled by a third party contractor on behalf of the Shire.

Additionally the Shire has a pending application in process with Western Power / Synergy for connecting the Bluebush Accommodation Village to mains power.

3.4.8 Site Access and Communication

The site operates with smart card readers linked to access system.

Gates are closed in the evening and requires authorised access via access system.

CCTV is installed throughout the Bluebush Accommodation Village.

Support to these systems are currently handled by a third party contractor on behalf of the Shire.

3.4.9 Sewerage and Grey Water System

The site is connected to a sewerage and grey water treatment system.

3.4.10 Ancillaries

Ancillary facilities include:

- a. Water tanks
- b. Barbecue areas
- c. Undercover areas;
- d. Parking areas
- e. concrete footpaths
- f. mulched garden areas with some native planting;
- g. Site fencing.

3.4.11 Further Information

Please refer to the ancillary information provided (e.g. plans) as part of the RFT for further information.

3.5 Basis of Disposal

The Bluebush Accommodation Village is offered for disposal strictly on an “as is, where is” basis. The Shire makes no representations or warranties, whether express or implied, in relation to:

- a. the condition of the land, buildings, or improvements;

Commercial in Confidence

10

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

- b. the condition of fixtures, fittings, plant, equipment and other items;
- c. compliance with planning, zoning, or building regulations;
- d. environmental matters, contamination, or heritage issues; or
- e. the fitness, suitability, or adequacy of the property or part thereof for any particular use or purpose.

All Tenderers are solely responsible for conducting and relying upon their own independent investigations, inspections, and due diligence inquiries with respect to the property. No allowance will be made, nor any claim entertained, for any matter arising from the condition or compliance of the Bluebush Accommodation Village once the disposal is completed.

3.6 Exclusions from Disposal

The following items are excluded from the disposal and will not form part of the assets transferred:

- a. Items subject to hire or lease agreements with third parties;
- b. Personal items of third parties;
- c. Items owned or provided by the current camp operator, including but not limited to:
 - a. consumables;
 - b. cutlery and crockery;
 - c. bed linen and towels;
 - d. kitchenware; and
 - e. other non-fixed furnishings.
- d. Any additional items expressly identified by the Shire prior to settlement as excluded from the disposal.

4 BLUEBUSH ACCOMMODATION VILLAGE INVENTORY

4.1 Included Items

The following is indicative and typical of what is included as part of the inventory included as part of the RFT:

Area	Typical Inclusions
SPQ Room (Single Person Quarters) Note that this is similar for the Executive Rooms, except this has a double bed set up.	<ul style="list-style-type: none"> a. King-single bed, mattress b. Bedside table c. Wardrobe/storage cupboard d. Desk and chair e. Bar fridge f. Television g. Air-conditioner h. Ensuite bathroom (shower, toilet, basin) i. Mirror and towel rail j. Window coverings (curtains/blinds)
Laundry	<ul style="list-style-type: none"> a. Commercial Washing machines b. Commercial Dryers c. Laundry tubs/sinks d. Cleaners Room e. Linen Room
Kitchen	<ul style="list-style-type: none"> a. Commercial ovens and stovetops

Commercial in Confidence

11

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

Area	Typical Inclusions
	<ul style="list-style-type: none"> b. Industrial fridges and freezers c. Dishwashers d. Preparation benches and sinks e. Cooking equipment (microwaves) f. Exhaust/ventilation systems g. Food storage (pantry shelving, cold rooms)
Dining / Mess	<ul style="list-style-type: none"> a. Tables and chairs b. Bain-marie/servy counters
Ablution Blocks	<ul style="list-style-type: none"> a. Toilets b. Hand basins and mirrors c. Hot water systems d. Exhaust/ventilation systems
Recreation Room	<ul style="list-style-type: none"> a. Lounge seating and tables b. Television c. Pool table d. Air-conditioning and lighting
Gymnasium	<ul style="list-style-type: none"> a. Gym equipment b. Water cooler c. Air-conditioning and ventilation

Any inventory of items, fixtures, fittings, plant, or equipment provided in relation to the Bluebush Accommodation Village is supplied for general guidance only and without warranty as to accuracy, completeness, or condition. The Shire does not warrant that the inventory is exhaustive, or that the items listed are present, operational, compliant, or fit for any particular purpose at settlement.

Tenderers must undertake their own inspections and inquiries to verify the existence, condition, functionality, and inclusion or exclusion of any such items. No adjustment, compensation, or claim will be accepted in respect of any discrepancy or issue relating to the inventory.

4.2 Excluded Items

Please note the comments included under section 3.6.

5 BLUEBUSH ACCOMMODATION VILLAGE OPERATION

5.1 Contract Information

The camp operation was tendered to market for the initial 199 person camp as well as the further extension of the additional 120 rooms. Sirrom Village Services Pty Ltd was the successful tenderer for both tenders and has been managing the camp since November 2022.

The current contract is valid until 18 November 2026, with an option to extend the contract for a further 12 month period. Under the terms of the contract, the Shire may:

- a. terminate this contract at any stage during the term of the contract by giving 60 days' written notice to Sirrom.
- b. at any time during the term of the contract, assign, novate, charge or transfer its interest in the contract and/or any right arising under it to any party (as long as such party is reputable and credit worthy) at the reasonable discretion of the Shire. Sirrom will enter into any necessary documentation to give effect to such assignment, novation, charge or transfer as required by the Shire.

Commercial in Confidence

12

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

The pricing is set on sliding scale on a per person per day basis. The rates were market tested as part of the public tendering processes.

The scope of the contract includes provision by Sirrom of all necessary supervision, labour, expertise, materials, foodstuffs, equipment, and services required to provide the village management services, including:

- a. Mobilisation / demobilisation of Sirrom labour, equipment and materials.
- b. Supply of an administrative services.
- c. Management of accommodation rooms and village buildings; including the issuing of room keys, housekeeping and reporting of any loss or damage.
- d. Catering services.
- e. Janitorial services for all accommodation, common and laundry buildings, facilities and surrounds.
- f. Minor facility maintenance.
- g. Minor maintenance of grounds.
- h. Rubbish removal to designated waste areas.
- i. Provision of pest and vermin control.
- j. Management of gym and common rooms.
- k. Supply and management of all necessary regular fire – fighting testing and certification.
- l. Items deemed as operational and management services necessary and consistent with a village operations contract.

The Shire will work with the successful Tenderer on assigning the existing contract or termination as the case may be.

5.2 Sirrom Supplied Items

5.2.1 Sirrom Supplied Items

Sirrom supplied items include (but not limited to):

- a. All items consumable and material to deliver the services;
- b. All Sirrom personnel uniforms
- c. Safety equipment and PPE
- d. Training aids
- e. Vehicles to perform the services
- f. Cleaning equipment and chemical supply
- g. Foodstuffs and associated consumable and disposable items
- h. Kitchen materials and equipment's including pots, pans, utensils, cutlery, crockery and glassware
- i. All operational consumables associated with Sirrom supplied services
- j. Room items as listed but not limited to below.
- k. Tools of trade,
- l. Minor ongoing consumable maintenance items, such as tapes, batteries, bulbs, globes, fixings, hoses.

Any Sirrom supplied items are excluded from the RFT.

5.2.2 Supply of Room Items

Sirrom supplied the following room items:

- a. Mattress protectors;

Commercial in Confidence

13

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

- b. Doonas complete with cover;
- c. Bed sheets;
- d. Pillows;
- e. Pillow slips;
- f. Towels;
- g. Shower floor mats;
- h. Shower curtains;
- i. Face clothes / hand towels;
- j. Wastepaper bins and liners;
- k. In room consumables and compendiums;
- l. Toilet brushes and holders;
- m. Additional blankets and pillows available on request.

Any Sirrom supplied items are excluded from the RFT.

5.2.3 Supply of Kitchen and Dining Room Items

Sirrom supplied the following kitchen and dining room items:

- a. Eating Utensils - Crockery and stainless-steel cutlery (damaged or chipped crockery and glassware is not to be used), cutlery must be straight and in good condition;
- b. Tableware requirements - Paper serviettes and dispensers, condiment sets on a plastic centrepiece, toothpicks in sealed containers, disposable cups, in accordance with site policy;
- c. Cooking Utensils - Cooking pots, pans, serving utensils, bain marie inserts;
- d. All other items necessary to maintain food service; and
- e. Kitchen Linen - Kitchen linen and all other linen, cotton towels etc.

Any Sirrom supplied items are excluded from the RFT.

5.3 Accommodation for Sirrom Personnel

The Shire provides will single status air-conditioned accommodation and ablution and laundry facilities, free of charge for the Sirrom's employees whilst engaged in the execution of the contract at the Bluebush Accommodation Village.

6 BLUEBUSH ACCOMMODATION VILLAGE OCCUPANCY CONTRACTS

The Shire currently has a number of contracts in place with an option to extend included as part of the arrangement. In order to retain confidentiality provisions, room allocations and terms are noted:

Contract Term	No of Rooms	Extension Option
15 August 2025 – 31 December 2025	190 SPQ rooms reserved	Shire must be notified at least 2 months before the end of the initial term for contract extension.
9 February 2023 – 15 December 2026	55 SPQ rooms reserved	Shire must be notified at least 2 months before the end of the initial term for contract extension.
17 July 2025 – 17 May 2026	3 SPQ rooms reserved	Shire must be notified at least 2 months before the end of the initial term for contract extension.

Commercial in Confidence

14

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

The numbers and contracts may change depending on booking requirements.

It would be the Shire's preference that current and existing bookings should be honoured as part of the settlement process at agreed rates but the Shire will work with the successful Tenderer on this item.

Further information and occupancy data is provided with the RFT.

7 SUPPORTING INFORMATION

More information on the Bluebush Accommodation Village is included in the information included in the RFT.

Commercial in Confidence

15

Please note that this document may not be copied, reproduced or distributed without the express written permission of the CEO of the Shire of Coolgardie

9 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

9.1 Elected Members

9.2 Council Officers

10 CLOSURE OF MEETING

The Meeting closed at 4:46pm.