

PRIMARY SCHOOL CANTEEN AND TAKE AWAY / CONVENIENCE SHOP PREMISES FOR LEASE BY EXPRESSION OF INTEREST

PART OF 17 TOORONGA ROAD, MALVERN

1. Executive Summary

Malvern Primary School (the **School**) is seeking a proposal from suitably qualified applicants to provide an onsite canteen service to its students and staff from the premises at 17 Tooronga Road, Malvern, which the applicant will lease for an approved rent. An associated commercial business (in the form of a take away food premises, a convenience shop or some other approved use under applicable planning laws) may also be operated in a manner that is complementary to the School and local community.

Premises: 17 Tooronga Road, Malvern (part of) (the **Premises**)

Landlord: James Merlino MP, Minister of the Crown administering the *Education and Training Reform Act 2006* (Vic)

97N Certificate: Stonnington Council has issued a Certificate of Compliance pursuant to section 97N(1)(a) of the *Planning and Environment Act 1987* (Vic) (**Section 97N Certificate**) referring to the use of the Premises as a Convenience Shop and Take Away Food Premises with reference to specific activities. Attached at **Annexure A** is a copy of the Section 97N Certificate and it is recommended that applicants also refer to clause 73.03 of the Victoria Planning Provisions. The applicant must satisfy itself that its proposed use of the Premises is within the uses permitted by this Certificate of Compliance and/or is otherwise permitted and authorised pursuant to the Stonnington Planning Scheme.

Description: The proposed tenancy will comprise an onsite school canteen that will provide lunch orders to the School's students and staff, and the sale of food, beverages and mixed grocery items to school families and staff and (at the option of the tenant and subject to the Landlord's approval) the general public. The Premises includes an outdoor seating area located at the front facing Tooronga Road, and a back of house area (refer to Premises Area below). The Premises location will be attractive to operators with the opportunity for regular trade through weekday school lunch orders and daily patronage from families when attending the School and adjoining Penpraze Park.

The operator can permit patrons to sit down at the premises (inside or outside) to consume food and beverages (including, for example, coffee) sold as part of the takeaway food and convenience shop use which is described in the Section 97N Certificate. However, applicants should ensure their submissions and their intended use of the Premises are compliant with the specific wording of the Section 97N Certificate, or is otherwise permissible under the Stonnington Planning Scheme.

- School:** The School has 650 students enrolled in 2020.
- Location:** The Premises is located in the suburb of Malvern, 12km south east of Melbourne's Central Business District (CBD). The Premises has frontage onto Tooronga Road, is within the grounds of Malvern Primary School and adjacent to Penpraze Park playground.
- Premises Area:** The areas provided pursuant to the lease are shown outlined in orange on the plan attached at **Annexure B**.
- Services:** Electricity
Gas
Water and sewer connection
- Car parking:** Ample customer parking in Tooronga Road. There is also one off street car park in a driveway adjacent to the Premises.
- Trade Area:** Primary Trade Area: Malvern and Malvern East
Secondary Trade Area: City of Stonnington
- Availability:** The Premises is available immediately to commence an initial fitout.
- Rent:** To be determined. The applicant is to state proposed rent per annum (plus GST) in Returnable Schedule 9 at **Annexure D**.
- Rent Free Period:** A rent free period for the completion of the fit out works has been proposed. Applicants are to nominate the length of that period, for consideration by the Landlord.
- Lease terms:** The proposed form of lease and a disclosure statement under the *Retail Leases Act 2003* (Vic) is attached at **Annexure C**.
- Term of lease:** 3 years initial term with a tenant's option for a further term of 3 years.

2. Expressions of Interest for the proposed tenancy of the Premises

The School seeks expressions of interest for a lease of the Premises (the **Lease**) that will provide:

- (a) a **lunch order service** to the School's students and staff; and
- (b) an **associated commercial business** (in the form of a take away food premises, a convenience store or some other approved use under applicable planning laws) to be operated in a manner that is complementary to the school and local community.

The Lease will be operated in accordance with the terms set out in the proposed form of lease attached to this EOI at **Annexure C**, including but not limited to the following:

1. The tenant must provide a lunch order service to the School's students and staff that is compliant with government guidelines (also see Item 13 below).
2. The tenant will develop building plans for an initial fitout of the Premises for approval by the School and by Stonnington City Council (if applicable) to be undertaken by the tenant at its expense from the Commencement Date of the Lease.
3. The tenant must provide a direct or indirect benefit to the education of the School's students.

Applicants must complete and submit the following Returnable Schedules (at **Appendix D**), ensuring that the Selection Criteria are met (refer to Item 26 below):

- Schedule 1: Applicant Details; Experience & Quality as school canteen service;
- Schedule 2: Value for money;
- Schedule 3: Suitability of proposed lunch order service;
- Schedule 4: Direct/indirect benefit to the education of the School's students;
- Schedule 5: Suitability of proposed associated commercial business;
- Schedule 6: Suitability of proposed initial fitout works;
- Schedule 7: Working With Children;
- Schedule 8: Financial viability;
- Schedule 9: Rent Proposal and Compliance with the proposed lease; and
- Schedule 10: References.

Some Returnable Schedules require provision of additional documents in support of the applicant's response.

3. Expressions of Interest - Due Date

Proposal period: 12 March 2020 to 9 April 2020

Written Expressions of Interest are to be delivered by **4.00pm on Thursday, 9 April 2020 (Closing Time)** to the Principal, Ms Robyn James, at 17 Tooronga Road, Malvern, or by email to james.robyn.e@edumail.vic.gov.au

The selection committee will then invite shortlisted applicants to provide an oral presentation to the committee before selecting a tenant. The presentation must address each of the issues set out in the Returnable Schedules.

4. Expressions of Interest - Inspections

Interested applicants may request an inspection of the Premises by appointment with the Principal, Ms Robyn James, on 9571 6281.

5. Location of the Premises

The Premises is located at 17 Tooronga Road, Malvern. It has frontage onto the western side of Tooronga Road adjacent to Penpraze Park playground. The Premises is within the grounds of the School and is managed by the School on behalf of the Department of Education and Training.

6. Attributes of the Premises location

The Premises has the benefit of being on Tooronga Road, which is a busy road that extends from Dandenong Road to the south, to Riversdale Road in the north.

The provision of lunch orders to the School's students and staff can provide regular trade for the proposed tenancy. The location of the Premises adjacent to Penpraze Park and being within the grounds of the School also has the potential to attract foot traffic 7 days a week.

7. Suburb Description and Existing Business Mix

The Premises is on the boundary of Malvern and Malvern East, both of which are established, affluent suburbs located 12 kilometres south east of Melbourne's CBD.

The locale mostly consists of residential properties. Developments and amenities that enhance the general location include Central Park, Hedgeley Dene Gardens, Malvern Gardens, Caulfield Park, East Malvern Football Club, Gardiners Creek Trail, Malvern railway station, Caulfield railway station, Caulfield Racecourse, East Malvern Golf Club, Malvern Valley Public Golf Course, as well as a number of well-known private schools.

Some nearby popular shopping strips include Claremont Avenue, Station Street, Glenferrie Road, Wattletree Road, Burke Road and Waverley Road.

Businesses in the immediate vicinity of the Premises include:

- 33 Tooronga Rd - Rock & Stone Outdoor Living
- 763 – 779 Dandenong Rd (cnr Tooronga Rd) – Shell Service Station
- 811-823 Dandenong Rd – Dan Murphy’s
- 825 Dandenong Rd – Swimwear Galore
- Dandenong Rd – north side between Tooronga Rd & Finch St – new apartments under construction
- 272 Wattletree Rd (cnr Tooronga Rd) - Wilson Self Storage
- 256 Wattletree Rd - Wattletree Early Childhood Centre
- 276 Wattletree Rd (cnr Tooronga Rd) - Amoura Hair & Beauty
- 282 Wattletree Rd – Food on Wattle
- 284 Wattletree Rd - Wattletree Pharmacy
- 286-288 - Wattletree Rd - Garden Lovers on Wattletree

8. Building Specifications

Area of the Premises – see Premises plan attached to lease and Annexure B

The total area of the Premises is approximately 135 m² of which 107 m² is enclosed within the building and 28 m² is enclosed outdoor space. There is also one off street car parking spot in a driveway adjacent to the Premises.

9. Building Plan

Attached at **Appendix B**.

10. Registration under the *Food Act 1984 (Vic)*

The proposed tenancy will require registration with Stonnington Council pursuant to the *Food Act 1984 (Vic)* (as amended).

11. Infrastructure

Car parking

Ample parking in Tooronga Road.

Public Transport

Malvern and Caulfield railway stations are both nearby, as are trams along Wattletree Road (route number 5), Glenferrie Road (route number 16) and the Malvern East tram (route number 3/3a).

12. Demographics

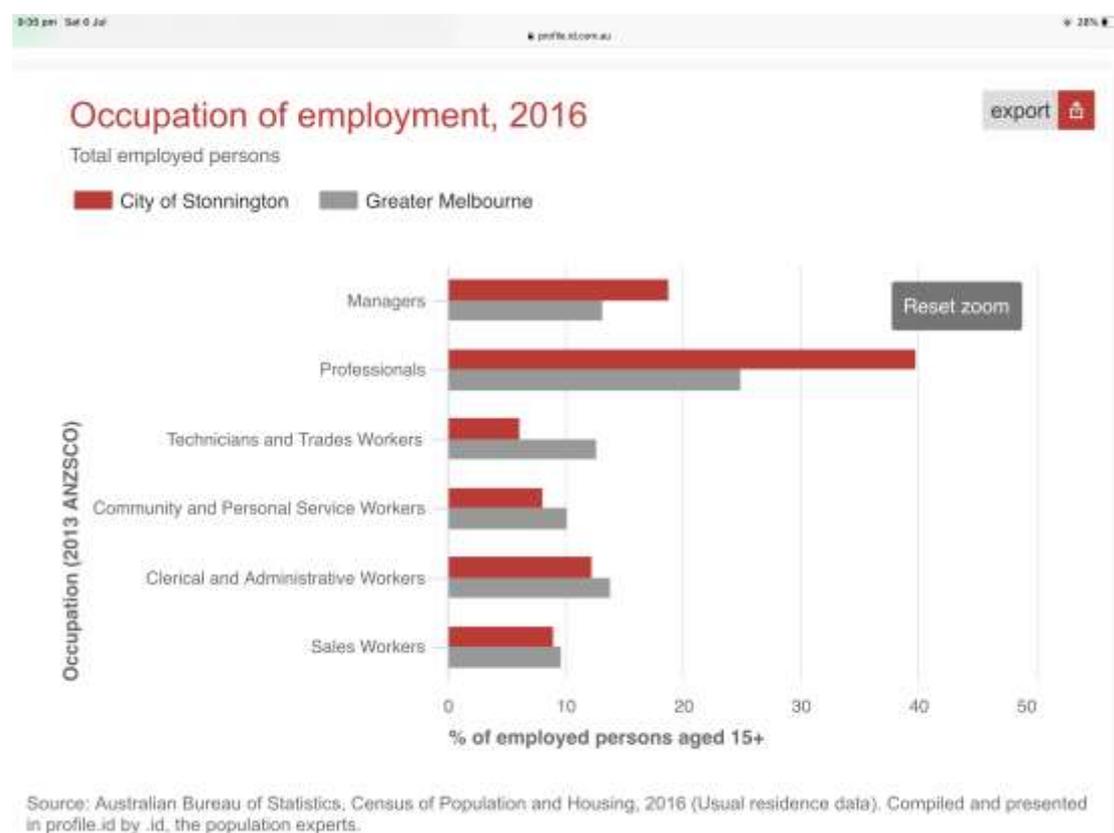
Population

Malvern's population: 10,066 (2016 Census)

Malvern East's population: 21,707 (2016 Census)

City of Stonnington's population: 103,832 (2016 Census)

Main Occupations for City of Stonnington residents in 2016:



13. Overview: Lease Special Conditions - Lunch Order Service

The Lease will include Special Conditions to the following effect in relation to the lunch order service that will be provided to the School. To the extent of any contradiction between the below description of the special conditions and the actual special conditions of the lease, the special conditions of the lease will prevail. Please review the special conditions set out in the attached proposed lease at **Annexure C**.

School Lunch Order Service

1. The Tenant acknowledges that under the Victorian Government School Canteens and Other School Food Services Policy (the **School Canteens Policy**) it is mandatory for Victorian Government schools to provide healthy food choices in a school food service and promote key health food messages.

(Appendix E lists links to the School Canteens Policy and other related references.)
2. The Tenant must on each school day provide a lunch order service to the students at the School, which must at all times comply with the School Canteens Policy (the **Lunch Order Service**).
3. Subject at all times to Clause 2:
 - (a) The Tenant must develop and manage the menu for the Lunch Order Service (the **Lunch Order Menu**) and the prices on the Lunch Order Menu (the **Lunch Order Prices**) in consultation with the School, and must obtain the School's written approval thereof before commencing provision of the Lunch Order Service.
 - (b) The School and the Tenant will annually review the Lunch Order Menu and the Lunch Order Prices.
 - (c) Changes to the Lunch Order Menu and the Lunch Order Prices, whether arising from the annual review or at any other time, may only be made with the School's prior written consent. The Landlord acknowledges that from time to time the Tenant may seek to vary the Lunch Order Menu and the Lunch Order Prices in the course of the normal operations of the business and in response to market conditions, and will not unreasonably withhold its consent.
4. The Lunch Order Service will be delivered at the rear of the Premises and away from the general public on Tooronga Road.
5. The Lunch Order Service must have reasonable flexibility in ordering cut-off times and delivery times.
6. Sale of cigarettes, alcohol and pornographic material is prohibited.

14. EOI Presentation

The School does not warrant the accuracy of the content of the EOI. The School will not be liable for any omission from the EOI document

15. Confidentiality

The School may require persons and organisations wishing to access or obtain a copy of this EOI (or information relevant to this EOI) to execute a deed of confidentiality in a form required by, or satisfactory to, the School before or after access is granted. Whether or not execution of a deed of confidentiality is required by the School, all persons obtaining or receiving this EOI and any other information in connection with the EOI must keep the contents of the EOI and such other information confidential and not disclose or use that information except as required for the purpose of developing a response to this EOI.

16. EOI Documents

All responses to the EOI and any accompanying documents will, upon submission, become the property of the School. The School will not return any of these documents.

By submitting a response to this EOI, the service provider licenses the School to reproduce the whole or any portion of the documents which it has submitted for the purposes of, or in connection with, its evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in those documents.

17. Enquiries

Enquiries concerning the EOI must be made to the following Contact Person:

Name:	Robyn James
Title:	Principal, Malvern Primary School
E-mail:	James.robyn.e@edumail.vic.gov.au

All enquiries concerning the EOI must be in writing and can only be made up to three (3) days prior to the Closing Time (refer to section 3 above for details of Closing Time).

The School will respond to enquiries correctly lodged in accordance with the above conditions in writing and the response from the School will be provided to all parties that have requested a copy of the EOI document.

Should a service provider contact any person other than the Contact Person nominated above (including but not limited to: any parents and School Council member or office bearer, employee, school employee, departmental officer or an employee of the current provider) in regards to this EOI, it may be disqualified from the EOI process and may be ineligible for consideration.

18. Late EOIs

If an EOI is lodged after the Closing Time, it may be disqualified from the EOI process and may be ineligible for consideration unless:

- The service provider can clearly document to the satisfaction of the School that an event of exceptional circumstances caused the EOI to be lodged after the Closing Time; and
- The School is satisfied that accepting a late submission would not compromise the integrity of the process.

The determination of the School as to the actual time that the service provider's response is lodged is final. All EOIs lodged after the Closing Time will be recorded by the School. The School will inform service providers whose EOI was lodged after the Closing Time of their ineligibility for consideration.

19. Incomplete EOIs

If an EOI does not include all the information in the format required by the EOI or is incomplete in any way as determined by the School in its sole discretion, it may be rejected.

20. Validity of EOIs

An EOI will be valid for acceptance by the School for a period of 90 business days from the Closing Time. This period may be extended by mutual agreement between the parties.

21. Supplier Code of Conduct

Bidders are required to meet or exceed the government's supplier code of conduct - <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>

22. Unauthorised Communication and Improper Assistance

Service providers are required to direct all communications through the Contact Person, unless advised otherwise by the Contact Person or the School. Unauthorised communication and/or seeking to obtain assistance of employees, agents or contractors of the School in preparation of their proposal may, in the absolute discretion of the School, lead to disqualification of an EOI submission.

23. Reservation

The School reserves the right to, in its absolute discretion, refuse to consider or accept any EOI or all EOIs. The School will not necessarily accept the lowest priced EOI nor any other EOI. The School further reserves the right to:

- a) Reject all EOIs without giving reason for the rejection;
- b) Accept a portion or the whole of any EOI at the price or prices quoted unless the EOI states specifically to the contrary; and
- c) Negotiate with one or more service providers and allow any service provider to vary its EOI.

24. Preferred service provider

Selection as a preferred service provider does not give rise to a contract (express or implied) between the preferred supplier and the School Council for the supply of Services. No legal relationship will exist between the School and the preferred supplier until such time as a binding agreement is executed by both parties.

25. Conflict of Interest

When submitting its submission, the service provider must declare any actual or potential conflicts of interest which may arise between the service provider and the School or the School and any subcontractor which the service provider proposes to engage in respect of the supply of Services.

26. Selection Criteria

The selection criteria for rating responses received from service providers are as follows:

1. Experience and quality as a school canteen service:

- Demonstrated experience as a school canteen service provider with particular evidence of compliance with the Victorian Government School Canteens and Other School Food Services Policy.
- Demonstrated ability to plan, deliver and monitor a school lunch order service that reflects the needs and values of a school community.
- Demonstrated ability to work cooperatively with a School Council to manage annual reviews and interim issues.
- Commitment to the appointment and retention of suitably qualified staff and their ongoing professional development.
- Demonstrated knowledge and understanding of the process to develop a Quality Improvement Plan and ensure continuous improvement.
- Customer feedback (optional).

2. Value for money:

- Demonstrated ability to prepare a lunch order menu pricing structure that is competitive (for example, compared to neighbouring schools) and offers value for money for families.

3. The proposed lunch order service:

- The provider must specify its detailed plans for the proposed lunch order service, including the proposed menu and pricing, the online ordering system, the ordering cut-off time, the 'forgotten lunch policy', and the opening hours.

4. Direct or indirect benefit to the education of the School's students:

- The provider must specify its detailed plans to provide a direct or indirect benefit to the education of the School's students during the term of the Lease.

5. Suitability of proposed associated commercial business:

- The provider must specify its detailed plans for the associated commercial business it intends to operate at the Premises, including the proposed operating hours, and the ways in which it will complement the School and local community.

6. Suitability of proposed initial fitout works:

- The provider must propose suitable plans for initial fitout works at the Premises for approval by the School and by Stonnington City Council (if applicable) to be undertaken by the tenant at its expense from the Commencement Date of the Lease.

7. Working with children:

- The provider must provide evidence of current and valid 'Working with Children Check(s)'.
• The provider must state how it intends to comply with, and implement, the Victorian Child Safe Standards.

8. Financial viability:

- The provider must be financially viable and have the capacity to apply sufficient financial and other resources to the school lunch order service, and any associated commercial business at the Premises.
• The provider must have the capacity to apply sufficient financial and other resources to the initial fitout works.

27. Reference material

Some reference material is listed at **Annexure E**.

Appendix A – Section 97N Certificate

FORM 14

Section 97N

CERTIFICATE OF COMPLIANCE—EXISTING USE OR DEVELOPMENT

Certificate No.: ENQ1113/18

Planning Scheme: Stonnington

Responsible Authority: City of Stonnington

ADDRESS OF THE LAND: 25 Tooronga Road, Malvern East VIC 3145

THE CERTIFICATE REFERS TO: Use of the shop building on the land as a Convenience shop and Take away food premises, including the following activities:

- Lunch order service to students and staff of Malvern Primary School;
- Preparation of food for sale to students and staff of Malvern Primary School and general public;
- Sale of pre-packaged food and mixed grocery items to students and staff of Malvern Primary School and general public.

This Certificate is issued in accordance with section 97N(1)(a) of the **Planning and Environment Act 1987**. The use or development existing on the land and referred to in this Certificate complies with the requirements of the planning scheme at the date of this Certificate.

Date Issued: 26 September 2018

Signature for the Responsible Authority:

IMPORTANT INFORMATION ABOUT THIS CERTIFICATE

WHAT IS THIS CERTIFICATE?

The Responsible Authority has issued this Certificate with respect to the use and development existing on the subject land and referred to in the Certificate.

EFFECT OF CERTIFICATE

A Certificate is a statement about the effect of the planning scheme on the use or development on the land on the day it was issued.

Appendix B – Building Plan



Appendix C – Proposed Lease and Disclosure Document

See attached.

Appendix D – Returnable Schedules

See attached Returnable Schedules 1-10 for completion.

RETURNABLE SCHEDULE 1

Experience and quality as a school canteen service

	Criterion	Response
1.	Applicant name (Include ABN if applicable)	
2.	Address: Phone number:	
3.	Authorised signature(s):	
4.	Name(s):	
5.	Date:	
6.	Experience as a school canteen service provider with particular evidence of compliance with the Victorian Government School Canteens and Other School Food Services Policy.	
7.	Ability to plan, deliver and monitor a school lunch order service that reflects the needs and values of a school community.	
8.	Ability to work cooperatively with a School Council to manage annual reviews and interim issues.	
9.	Commitment to the appointment and retention of suitably qualified staff and their ongoing professional development.	
10.	Knowledge and understanding of the process to develop a Quality Improvement Plan and ensure continuous improvement.	
11.	Customer feedback (optional)	

RETURNABLE SCHEDULE 2**Value for Money**

	Criterion	Response
1.	Ability to prepare a lunch order menu pricing structure that is competitive (for example, compared to neighbouring schools) and offers value for money for families.	

RETURNABLE SCHEDULE 3**Suitability of proposed lunch order service**

	Criterion	Response
1.	The provider must specify its business plan including the following details of the proposed lunch order service: <ul style="list-style-type: none"> ○ the proposed menu and pricing; ○ the online ordering system; ○ the ordering cut-off time; ○ the 'forgotten lunch policy'; and ○ the opening hours. 	

DOCUMENTS REQUIRED TO BE SUBMITTED WITH RETURNABLE SCHEDULE 3:

1. Business Plan
2. Proposed menu and pricing

RETURNABLE SCHEDULE 4**Direct or indirect benefit to the education of the School's students**

	Criterion	Response
1.	The provider must specify its detailed plans to provide a direct or indirect benefit to the education of the School's students during the term of the Lease.	

RETURNABLE SCHEDULE 5**Suitability of proposed associated commercial business**

	Criterion	Response
1.	The provider must specify its business plan for the associated commercial business it intends to operate at the Premises, including the following details: <ul style="list-style-type: none"> ○ proposed operating hours; and ○ the ways in which it will complement the School and local community. 	

DOCUMENTS REQUIRED TO BE SUBMITTED WITH RETURNABLE SCHEDULE 5:

1. Business Plan

RETURNABLE SCHEDULE 6**Suitability of proposed initial fitout works**

	Criterion	Response
1.	The provider must propose suitable plans for initial fitout works at the Premises for approval by the School and by Stonnington City Council (if applicable) to be undertaken by the tenant at its expense from the Commencement Date of the Lease.	

DOCUMENTS REQUIRED TO BE SUBMITTED WITH RETURNABLE SCHEDULE 6:

1. Plans for initial fitout works.

RETURNABLE SCHEDULE 7**Working with Children**

	Criterion	Response
1.	The provider must provide evidence of current and valid 'Working with Children Check(s)'.	
2.	The provider must state how it intends to comply with, and implement, the Victorian Child Safe Standards.	

DOCUMENTS REQUIRED TO BE SUBMITTED WITH RETURNABLE SCHEDULE 7:

1. Evidence of current and valid 'Working with Children Check(s)'.

RETURNABLE SCHEDULE 8**Financial Viability**

	Criterion	Response
1.	The provider must be financially viable and have the capacity to apply sufficient financial and other resources to the school lunch order service, and any associated commercial business at the Premises. Financial documents to be supplied upon request.	
2.	The provider must have the capacity to apply sufficient financial and other resources to the initial fitout works. Financial documents to be supplied upon request.	

RETURNABLE SCHEDULE 9**Rent Proposal and Compliance with proposed lease**

	Criterion	Response
1.	The provider is requested to state proposed rent per annum (plus GST).	
2.	<p>The provider is requested to confirm willingness to enter into a lease on the terms set out in the proposed lease at Annexure C.</p> <p>If the provider seeks to vary any such term, the proposed variation and reasons as to why it is sought must be set out in the response to this schedule, however no guarantee is given that the proposed variation(s) will be acceptable to the School or the Landlord.</p>	

RETURNABLE SCHEDULE 10**References**

	Criterion	Response
1.	<p>Reference 1</p> <p>Please state name and contact details of referee, and provide a written reference if possible.</p>	
3.	<p>Reference 2</p> <p>Please state name and contact details of referee, and provide a written reference if possible.</p>	

DOCUMENTS REQUIRED TO BE SUBMITTED WITH RETURNABLE SCHEDULE 10:

1. Written reference(s).

Appendix E - References

Victorian Department of Education Policies and Guidelines

- Healthy Canteens Kit – School Canteens and Other School Food Services Policy
<http://www.education.vic.gov.au/Documents/school/principals/management/gfypolicy.pdf>
- School Confectionery Guidelines
<http://www.education.vic.gov.au/school/teachers/health/Pages/canteenconfe ct.aspx>
- Healthy Canteen Kit – Food Planner
<http://www.education.vic.gov.au/Documents/school/principals/management/gfylplan.pdf>

Other related references

- Eat for Health: Australian Guide to Healthy Eating
<https://www.eatforhealth.gov.au/guidelines/australian-guide-healthy-eating>
- Healthy together: Healthy Eating Advisory Service
<http://heas.health.vic.gov.au>
- Better Health Channel - Eating tips for primary school children
<https://www.betterhealth.vic.gov.au/health/healthyliving/eating-tips-for-school-children>