



# Invitation for Expression of Interest

**Invitation title:**            **Utilisation of available space at Birregurra Community Health Centre, 28-30 Strachan Street, Birregurra**

**Date of issue:**            **03/03/2025**

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## Introduction

Birregurra Community Health Centre (BCHC) is a site of Colac Area Health (CAH). Part of the BCHC is currently leased to the Birregurra Medical Centre as a private GP practice and there is a community accessible gymnasium also located within the Centre. BCHC currently hosts a number of private services that rent space such as Podiatrist, Physiotherapist, Psychologist and yoga, or offers space for community interest groups such as craft, art, a playgroup, and have supported wellbeing events such as Mens Health nights in conjunction with the Birregurra Medical Centre.

Colac Area Health are committed to the Birregurra Medical Centre and the gymnasium continuing to operate from BCHC into the future. Colac Area Health will continue to provide staffing to facilitate the Gentle Exercise group, the gymnasium access at the Centre, and a weekly community lunch with the support of volunteers within the Precinct. The Birregurra Hall is adjacent to BCHC which is able to be rented separately through the Hall Committee.

Colac Area Health's intention is to lease the remaining available spaces within the BCHC which will provide financial viability of the Centre and ensure the proposed use will meet the needs of the local and surrounding community. Colac Area Health are seeking Expressions of Interest from individuals and/or groups to secure a commercial tenant to enter into a lease of all the available spaces as a whole (desirable). Tenants must be able to provide services that meet the needs of the Birregurra and surrounding community.

Colac Area Health (Organisation) is responsible for the maintenance of the building and grounds of Birregurra Community Health Centre. The fixed and non-fixed furniture and equipment is also the responsibility of the Organisation as well as the payment of outgoings such as rates, power, water, gas, maintenance, IT access, fixed phone lines, building and contents insurance.

The organisation is seeking invitee's response to the Offering, for the lease and utilisation of the available space and services as outlined in Part A.2.

## Structure of the Invitation

This Invitation comprises the following sections:

- Introduction – contains an overview of the structure of the documents.
- Part A – The Invitation
  - Part A.1 – About this Invitation - provides establishment details about the offering; and
  - Part A.2 – Overview of requirements describes the services in respect of which the organisation invites EOIs from interested parties.
- Part B – Conditions of participation sets out the rules applying to the EOI process for the offering. The rules are separated into organisational and whole of Victorian Government specific rules.
- Part C – Invitee's response details the information to be provided by invitees. Part C may include templates to be completed.

## Part A – The invitation

### Part A.1 – About this invitation

#### 1. Establishment details

<i>Organisation name</i>	<i>Colac Area Health</i>
<i>EOI title:</i>	Birregurra Community Health Centre Use

#### 2. Organisation contact

<i>Project Manager</i>	
<i>Name:</i>	Kay Widdicombe
<i>Position title:</i>	Executive Director Community Health
<i>Business unit:</i>	Community Health
<i>Contact details:</i>	<a href="mailto:kwiddicombe@cah.vic.gov.au">kwiddicombe@cah.vic.gov.au</a> / 03 5232 5150

<i>Second contact person</i>	
<i>Name:</i>	Amanda Wangman
<i>Position title:</i>	Allied Health, Social Support & Specialist Manager
<i>Business unit:</i>	Allied Health
<i>Contact details:</i>	<a href="mailto:awangman@cah.vic.gov.au">awangman@cah.vic.gov.au</a> / 03 5232 5350

<i>Birregurra Community Health Centre Advisory Committee contact person</i>	
<i>Name:</i>	Simon Oldfield
<i>Position title:</i>	Chairperson
<i>Business unit:</i>	Birregurra Community Health Centre Advisory Committee
<i>Contact details:</i>	<a href="mailto:simyoldfield@gmail.com">simyoldfield@gmail.com</a> / 0418 625 854

#### 3. Closing time

<i>Closing date</i>	<i>Closing time</i>
28.04.2025	17:00 (5.00pm)

#### 4. Lodgement details

<i>Email lodgement to the above contacts</i>
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#### 5. Indicative timetable

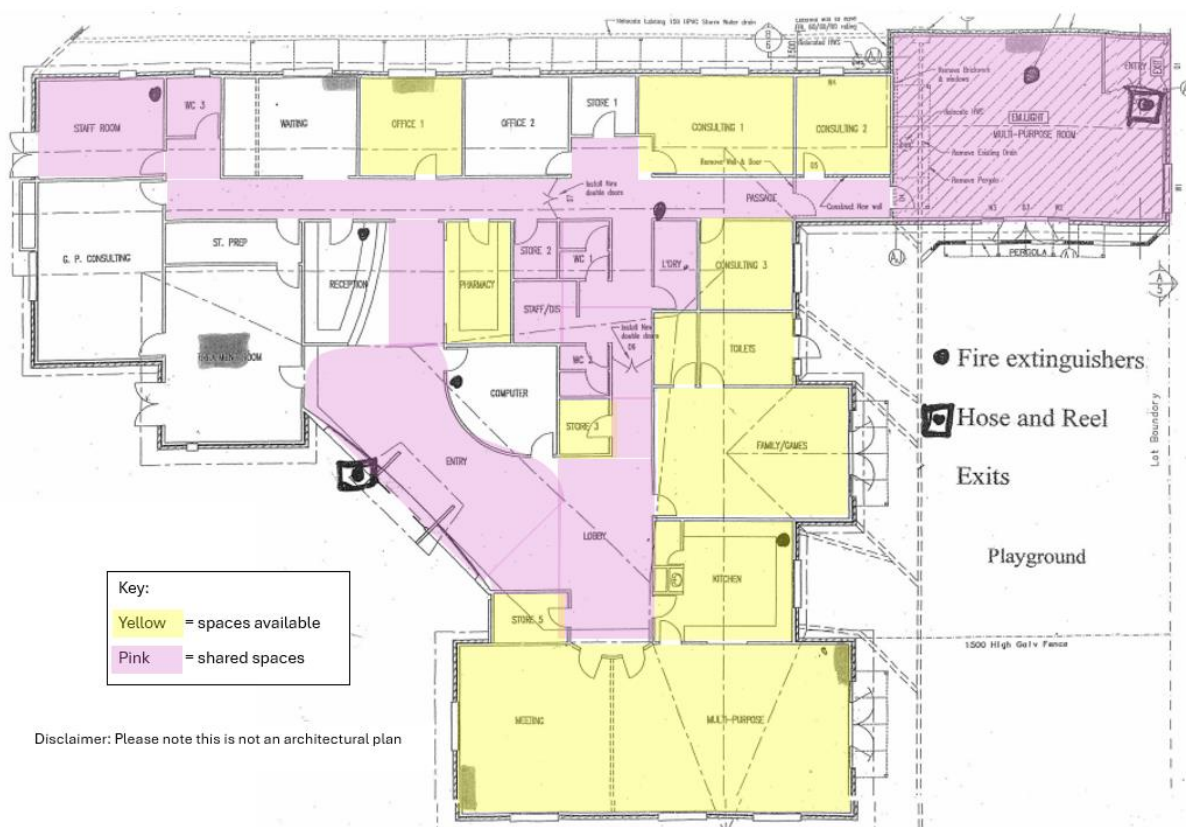
Please note: this timetable provides invitees with an indication of the timing of the EOI process. The timetable is indicative only and may be changed by the organisation in accordance with clause 3.1 of Part B.2.

<i>Activity</i>	<i>Date</i>
<i>End of period for questions or requests for information</i>	22.03.2025

<i>Closing time for invitee's response</i>	28.04.2025 17:00 (5.00pm)
<i>Intended completion date of short-listing process</i>	07.05.2025
<i>Intended completion date of evaluation of invitee's responses</i>	09.05.2025
<i>Negotiations with invitee(s) (if applicable)</i>	07.05.2025 to 09.5.2025
<i>Intended date of commencement</i>	01.07.2025 or earlier by mutual agreement

### 6. Additional materials

<i>Item</i>	<i>Description</i>	<i>Location</i>
<i>Site Plan</i>	Area available marked in yellow	Birregurra Community Health Centre



### 7. Evaluation criteria

An invitee's response will be evaluated against:

- (a) The evaluation criteria identified in the table below; and
- (b) the overall proposition presented in the invitee's response.

<i>Mandatory Requirements</i>	<i>Complies</i>
<i>Provide a sustainable financial model</i>	Yes / No
<i>Meets the needs of the local and surrounding community</i>	Yes / No

### *Other evaluation criteria*

- (a) Revenue provides financial sustainability ie. covers the cost of facilitating services from the spaces available*
- (b) Able and willing to share premises with medical centre*
- (c) Able and willing to share premises with a gymnasium*
- (d) Able to be a collaborative partner with Colac Area Health in supporting the community access health and wellbeing services offered*

### Part A.2 – Overview of offering

1. Please see *Part A1. 6. Additional Materials* (above) for the site plan with available spaces marker in yellow.
2. To lease the available spaces at Birregurra Community Health Centre from Colac Area Health at agreed rates, inclusive of access to shared spaces per the map.
3. The ability to sublease may be an option and will require approval through CAH under the contractual agreement.
4. All lease terms are negotiable.

To outline the size of the spaces and inclusions per the site plan and labels the below gives approximations of space:

- Meeting space: carpeted open area, 33m<sup>2</sup>, dividing wall between the meeting space and multi-purpose room is an acoustic, operable wall on a track.
- Multi-purpose room: carpeted open area, 54m<sup>2</sup>, dividing wall between the meeting space and multi-purpose room is an acoustic, operable wall on a track. The multi-purpose room has external access to the outdoor fenced area and a servery window that opens up into the kitchen.
- Kitchen: a commercially set up kitchen with ovens, stoves, dishwasher and boiling water unit. Total of 23.4m<sup>2</sup>, inclusive of pantry and including coffee and tea making facilities.
- Family/Games room: linoleum flooring (currently with temporary rubber tiles covering 90% of the space, total area of 36m<sup>2</sup>, with two storage spaces accessed directly from the space. The 'toilets' (no longer toilets) and storage space to the left of the 'toilets' comprise a total of 7.9m<sup>2</sup> and 3.7m<sup>2</sup> of additional area respectively. The family/games room also has external access.
- 'Pharmacy' offers a reception space with lockable grate screens, plenty of storage shelves and a 10.8m<sup>2</sup> linoleum area.
- The following consult spaces are available with linoleum floors, hand basins, built in storage cupboard, desks and IT connections:
  - Consulting 1= 18m<sup>2</sup>
  - Consulting 2= 12.5m<sup>2</sup>
  - Consulting 3= 10.7 m<sup>2</sup>
- Office 1 is a carpeted 14m<sup>2</sup> space with desk and IT connections.
- Data and WiFi will be available.
- Landline phone connections will not be supported.
- 24/7 access available.
- Storerooms 3 and 5 are also available for sole or shared use as part of the Offering.
- No staffing is included in the Offering

The invitee's also have shared access to the Entry, Lobby wait area, gym/multipurpose room, the Laundry (cleaning room), and three bathrooms, including one disability accessible, marked as WC1, WC2, and Staff/Dis.

Colac Area Health (Organisation) is responsible for the maintenance of the building and grounds of Birregurra Community Health Centre. The fixed and non-fixed furniture and equipment is also the responsibility of the Organisation as well as the payment of outgoings such as rates, power, water, gas, maintenance, IT access, fixed phone lines, building and contents insurance.

Space, cleaning, and access to services can be negotiated during finalisation of lease agreement.

## Part B – Conditions of Participation

Provide any feedback regarding this process through to our feedback processes at [Consumer Feedback - Colac Area Health \(https://cah.vic.gov.au/consumer-feedback/\)](https://cah.vic.gov.au/consumer-feedback/).

### 1. Invitation

#### 1.1 Invitation

This invitation is not an offer. It is a formal request for invitees to submit an invitee's response for utilisation of the Offering and meeting the organisation's requirements in Part A.2. Nothing in this Invitation is to be construed as creating any binding contract for the offering (express or implied) between the organisation and any invitee.

#### 1.2 Accuracy of invitation

The organisation does not warrant the accuracy of the content of this invitation and will not be liable for any omission from the Invitation documents.

#### 1.3 Additions and amendments

The organisation reserves the right to change any information or to issue an addendum to this invitation.

#### 1.4 Licence to use Intellectual Property Rights

- (a) Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing an invitee's response.

### 2.1 Communication protocol

All communications relating to this Invitation and the EOI process must be directed to the contact persons as listed in this EOI.

#### 2.2 Requests for clarification

- (a) Any questions or requests for clarification or further information regarding this Invitation or the EOI process must be submitted to the organisation contact in writing at least 5 working days prior to the EOI closing time.
- (b) Members of the Birregurra Community Health Centre Advisory Committee may be contacted to assist in understanding local community needs via the chairperson.
- (c) The organisation may make available to other prospective invitee's details of any clarification provided, in which event those details shall form part of this Invitation.

#### 2.3 Unauthorised communication

- (a) Communications (including promotional or lobbying activities) with staff of the organisation are not permitted during the EOI process except as provided in clause 2.2 above, or otherwise with the prior written consent of the organisation contact.

- (b) Nothing in this clause 2.3 is intended to prevent communications with staff of, the organisation to the extent that such communications do not relate to this Invitation or the EOI process.
- (c) invitees must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the EOI process in any way. Such activities or assistance may, in the absolute discretion of the organisation, lead to disqualification of an invitee.

#### *2.4 Anti-competitive conduct*

Invitees and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other invitee or person in relation to the preparation, content or lodgement of their invitee's response. In addition to any other remedies available to it under law, the organisation may, in its absolute discretion, disqualify an invitee that it believes has engaged in such collusive or anti-competitive conduct.

#### *2.5 Consortia and trustees*

Where the invitee is a member of a consortium, the invitee's response must stipulate which parts of the offering that each entity comprising the consortium would provide and how the parties would relate to each other to ensure full provision of the required offering. All consortium members are to provide details relating to their legal structure and where applicable provide details of their special purpose vehicle established for the supply of the offering.

#### *2.6 Complaints about this invitation*

An invitee with a complaint about this Invitation or the EOI process which has not been resolved in the first instance with the project manager must follow the complaints process of the organisation as detailed in Item 1 of Part B.1.

### **3. Submission of an invitee's response**

#### *3.1 Lodgement*

- (a) The invitee's response must be lodged via email by the EOI closing time. The closing time may be extended by the organisation in its absolute discretion including any acceptance of late applications

#### *3.2 Providing an invitee's response*

It is the invitee's responsibility to:

- (a) understand the requirements of this Invitation, the EOI process and any reference documentation;
- (b) ensure that all the information fields in Part C are completed and contain the information requested;
- (c) ensure that their invitee's response complies with all requirements of this invitation and is accurate and complete;
- (d) make their own enquiries and assess all risks regarding this invitation and the EOI process;
- (e) ensure that it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in this invitation;



- (f) be responsible for all costs and expenses related to the preparation and lodgement of its invitee's response, any subsequent negotiation, and any future process connected with or relating to the EOI process.

### 3.3 *Obligation to notify errors*

- (a) If an invitee identifies an error in their invitee's response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify the organisation.
- (b) The organisation may permit an invitee to correct an unintentional error in its invitee's response where that error becomes known or apparent after the EOI closing time, but in no event will any correction be permitted if the organisation reasonably considers that the correction would materially alter the substance of the response.

### 3.4 *Use of an invitee's response*

Upon submission, all invitee's responses become the property of the organisation. The invitee will retain all ownership rights in any Intellectual Property Rights contained in the invitee's response. However, each invitee, by submission of their invitee's response, is deemed to have granted a licence to the organisation to reproduce the whole, or any portion of their invitee's response for the purposes of enabling the organisation to evaluate their invitee's response.

### 3.5 *Withdrawal of an invitee's response*

An invitee who wishes to withdraw a previously submitted response must immediately notify the organisation of the fact. Upon receipt of such notification, the organisation will cease to consider the invitee's response.

### 3.6 *Status of invitee's response*

Each invitee's response constitutes a non-binding proposal by the invitee to the organisation to the offering required under and otherwise to satisfy the requirements in accordance with Part B of this Invitation.

### 3.7 *Disclosure of EOI contacts and EOI information*

Invitee's responses will be treated as confidential by the organisation. The organisation will not disclose the information contained in an invitee's response, except:

- (a) as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982 (Vic)*)
- (b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- (c) to external consultants and advisers of the organisation engaged to assist with the EOI process;
- (d) to other government departments or organisations in connection with the subject matter of the EOI process; or
- (e) general information from invitees required to be disclosed by government policy.

## 4. *Capacity to comply with the overview of requirements*

Part A details the organisation's requirements for the services which are the subject of this Invitation. The assumption is that each invitee will be capable of meeting the mandatory and additional requirements as outlined. And will provide additional information in a timely manner as requested by the organisation to clarify any matters contained in the invitee's response.

Where an invitee believes it will not be capable meeting these requirements in full or will only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their invitee's response.

## 5. Evaluation

### 5.1 Evaluation process

Invitee's responses will be evaluated in accordance with the evaluation criteria stipulated in Item 7 of Part A.1.

An invitee's response will not be deemed to be unsuccessful until such time as the invitee is formally notified of that fact by the organisation.

The organisation may in its absolute discretion:

- (a) alter the structure and/or the timing of the EOI process.
- (b) vary or extend any time or date specified in this Invitation for all invitees.

## 6. Next stage of the EOI process

### 6.1 Options available to the organisation

After evaluating all invitee's responses, the organisation may without limiting other options available to it, do any of the following:

- (a) prepare a short list of invitees and invite further offers from those invitees.
- (b) enter into pre contractual negotiations with one or more invitees.
- (c) decide not to proceed further with the EOI process or any other process for the services.
- (d) commence a new process for calling for invitee's responses on a similar or different basis to that outlined in the original invitation.

## 7. No legally binding contract

Being short listed does not give rise to a contract (express or implied) between the preferred invitee and the organisation. No legal relationship will exist between the organisation and a preferred invitee relating to the offering unless and until such time as a binding contract is executed by both parties.

## 8. Invitee Warranties

By submitting an invitee's response, an invitee warrants that:

- (e) in lodging its invitee's response it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in the invitation documents;
- (f) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the organisation to invitees for the purposes of submitting an invitee's response;
- (g) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its invitee's response;
- (h) it otherwise accepts and will comply with the rules set out in this Invitation; and

- (i) it will provide additional information in a timely manner as requested by the organisation to clarify any matters contained in the invitee’s response.

## 9. Organisation rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the organisation reserves the right, in its absolute discretion at any time, to:

- (a) vary or extend any time or date specified in this Invitation for all or any invitees; or
- (b) terminate the participation of any invitee or any other person in the EOI process.

## 10. Interpretation

### 10.1 Definitions

<i>EOI closing time</i>	means the time specified at Item 4 of Part A.1 by which invitee’s responses must be received by the organisation.
<i>EOI process</i>	means the process commenced by issuing an Invitation for invitee’s responses and concluding upon either early termination of the process or a subsequent procurement process.
<i>Offering</i>	means the goods and services offered by the organisation as set out in Part A.2.
<i>Intellectual Property Rights</i>	includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
<i>Invitation</i>	means the opportunity set out in each of the documents identified in the Introduction to this Invitation including this Part B.2, the EOI process and any other documents so designated by the organisation.
<i>Invitee</i>	means a person who submits an invitee’s response.
<i>Invitee’s response</i>	means a document lodged by an invitee in response to this Invitation containing a proposal to provide goods and/or services.
<i>Item</i>	means an item of this Invitation.
<i>Organisation</i>	means the government department or agency issuing this Invitation. In the case of an aggregated demand, the organisation is the lead agency issuing this invitation
<i>Overview of requirements</i>	means the overview of requirements set out at Part A.2.
<i>Part</i>	means a Part of this Invitation.
<i>Project manager</i>	means the person so designated at Item 3 of Part A.1.
<i>Representative</i>	means a party and its agents, servants, employees, contractors, associates, invitees and anyone else for whom that party is responsible.
<i>Staff</i>	Staff includes those that are employed by the organisation, volunteers of the organisation and the Board of Directors of the organisation.

