
INVITATION FOR EXPRESSIONS OF INTEREST

Ascot Vale Leisure Centre- Belgravia Leisure

Invitation title: Ascot Vale Leisure Centre- Commercial Retail
Space - Health Suites

Reference number: AVLIC EOI 4

Date of issue: 18 March 2021



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Introduction

Belgravia Leisure (Organisation) is responsible for the management of Ascot Vale Leisure Centre in partnership with Moonee Valley City Council.

The organisation seeks to gain a more detailed understanding of the supplier market and range of solutions that may be available. Hence, this EOI process may be the first stage of a multi-stage procurement process. For further information relating to the next stage (if any) of the EOI process refer to clause 6 of Part B.2.

Ascot Vale Leisure Centre seeks to engage a suitable party to occupy the onsite clinic space ('Health Suites') for the purposes of providing a range of high-quality allied health and rehabilitation services to the local community and support our delivery of Moonee Valley City Council's MV2040 Strategy – Creating A Healthy City.

What's on offer

The exclusive use of Ascot Vale Leisure Centre's Health Suite's consisting of 4 private consult rooms, reception and waiting area. Access to Ascot Vale Leisure Centre facilities including stadium, health club, aquatics area, meeting spaces, staff room, laundry and pool equipment storage space.

Utility expenses covering electricity, gas and water are covered by the Ascot Vale Leisure Centre.

Term of Agreement

Commencement Date

1st July 2021

Term of Agreement

2 years

Further Terms

2 x 1-year further terms available at the option of Ascot Vale Leisure Centre

Fee

Offers to occupy are to include a proposed fee as part of the EOI submission.

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 procurement opportunity
- Part B – Conditions of participation sets out the rules applying to the EOI process for the supply of goods and/or services.
- Part C – Invitee's response details the information to be provided by invitees.

Part A – The invitation

Part A.1 – About this invitation

1. Establishment details

Organisation name:	Belgravia Leisure- Ascot Vale Leisure Centre
EOI title:	Ascot Vale Leisure Centre – Commercial Retail Space – Health Suites
EOI reference number	AVLC EOI 4

2. Registration

n/a

3. Organisation contact

Project manager	
Name:	Grant Connors
Position title:	MOVE Area Manager
Contact details:	03 9375 3411 gconnors@belgravialeisure.com.au

4. Closing time

Closing time	
Australian Eastern Standard time	5.00pm 09/04/2021

5. Lodgement details

Hardcopy lodgement	
Mail address	Ascot Vale Leisure Centre Cnr Langs and Epsom Road Ascot Vale 3032
Information to be marked on package containing the offer	Attn: Grant Connors MOVE Area Manager

Online lodgement	
Email address	gconnors@belgravialeisure.com.au

6. Briefing Session

Venue Walk Through	Time: 7pm Date: 31 st March 2021
Location of meeting place	Ascot Vale Leisure Centre Cnr Langs Rd & Epsom Rd, Ascot Vale VIC 3032
Attendance at the walkthrough is	Optional. All interested parties must register interest via email to: gconnors@belgravialeisure.com.au

7. 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 5.1 of Part B.2.

Activity	Date
Invitation issued	18/03/2021
Closing time for invitee's response	5.00pm 09/04/2021
Intended completion date of short listing process	14/04/2021

Intended completion date of evaluation of invitee's responses	14/04/2021
Negotiations with invitee(s) (if applicable)	16/04/2021
Intended date of next stage (if required)	16/04/2021

8. Additional materials

Item	Description	Location
	Retail Space Floorplan	Appendix 1
	Operating Hours	Appendix 2

9. 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 which is to include proposed rental amount.

Mandatory requirements	Complies
Provision of appropriately qualified staff for delivery of proposed services	Yes/No
Provision of public liability and professional indemnity insurance	Yes/No
Proof of suitable certification/business registration to deliver services	Yes/No
Disclosure of any conflict of interest/ competing business interest with current Ascot Vale Leisure Centre programming	Yes/No
Appropriate COVIDSafe Plan and management procedures	Yes/No

Other evaluation criteria
(a) Reference checks
(b) service delivery to be provided – positively impacting the community
(c) Success of current services provided by invitee
(d) Local Moonee Valley organization (local employment)
(e) Capacity and willingness to support the objectives in MV2040 Strategy – Creating A Healthy City
(f) Financial offering

Part B – Conditions of participation

1. Invitation

1.1. Invitation

This invitation is not an offer. Nothing in this Invitation is to be construed as creating any binding contract for the supply of goods and/or services (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. Availability of additional materials

Additional materials (if any) may be accessed in the manner set out in Item 7 of Part A.1. Invitees should familiarise themselves with the additional materials.

1.5. Representation

No representation made by or on behalf of the organisation in relation to this invitation (or its subject matter) will be binding on the organisation unless the representation is expressly incorporated into any contract(s) ultimately entered into between the organisation and an invitee.

1.6. 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. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the invitees by or on behalf of the organisation in connection with the EOI process are owned by (and will remain the property of) the organisation except to the extent expressly provided otherwise.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the EOI process must be directed to the project manager.

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) The organisation is not obliged to respond to any question or request for clarification or further information.

- (c) The organisation may make available to other prospective invitees details of such a request together with any response, 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 or consultants assisting the organisation with the EOI process are not permitted during the EOI process except as provided in clause 2.1 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, or consultants to, 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 goods and/or services that each entity comprising the consortium would provide and how the parties would relate to each other to ensure full provision of the required goods and/or services. 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 goods and/or services.

3. Submission of an invitee's response

3.1. Lodgement

- (d) The invitee's response must be lodged by the EOI closing time. The closing time may be extended by the organisation in its absolute discretion by providing notice to invitees.
- (e) All invitees' responses lodged after the EOI closing time will be recorded by the organisation. The determination of the organisation as to the actual time that the invitee's response is lodged is final.
- (f) Where this Invitation requires or permits invitee's responses to be lodged in hard copy, packages containing the invitee's response must be marked and lodged as set out in Item 5 of Part A.1. Failure to do may result in disqualification from the EOI process.

3.2. Late invitee's response

If an invitee's response is lodged after the EOI closing time, it will be disqualified from the EOI process and will be ineligible for consideration unless:

- (g) the invitee can clearly document to the satisfaction of the organisation that an event of exceptional circumstances caused the invitee's response to be lodged after the EOI closing time; and
- (h) the organisation is satisfied that accepting a late submission would not compromise the integrity of the EOI process.

The organisation will inform an invitee whose invitee response was lodged after the EOI closing time as to whether the invitee's response is ineligible for consideration.

3.3. Providing an invitee's response

It is the invitee's responsibility to:

- (i) understand the requirements of this Invitation, the EOI process and any reference documentation;
- (j) ensure that all the information fields in Part C are completed and contain the information requested;
- (k) ensure that their invitee's response is in the correct format, complies with all requirements of this invitation and is accurate and complete;
- (l) make their own enquiries and assess all risks regarding this invitation and the EOI process;
- (m) 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;
- (n) ensure that they comply with all applicable laws in regard to the EOI process;
- (o) 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.

3.4. Obligation to notify errors

- (p) 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.
- (q) 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.

3.5. 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.

3.6. 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.

3.7. Status of invitee's response

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

3.8. Disclosure of EOI contents 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:

- (r) as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic))
- (s) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- (t) to external consultants and advisers of the organisation engaged to assist with the EOI process.

4. Capacity to comply with the overview of requirements

Part A details the organisation's requirements for the goods and/or services the subject of this Invitation. The assumption is that each invitee will be capable of providing all of the goods and/or services in full. Where an invitee believes it will not be capable of providing all the goods and/or services 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.

Invitees who are invited to participate in subsequent EOI processes (should such eventuate) will be provided with a full specification for the relevant goods and/or services at that time.

5. Evaluation

5.1. Evaluation process

Invitee's responses will be evaluated in accordance with the evaluation criteria stipulated in Item 8 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:

- (u) reject any invitee's response that does not include all the information requested or is not in the format specified in Item 5 of Part A.1;
- (v) after concluding a preliminary evaluation, reject any invitee's response that in its opinion is unacceptable;
- (w) disregard any content in an invitee's response that is illegible and will be under no obligation whatsoever to seek clarification from the invitee;
- (x) disqualify an incomplete invitee's response or evaluate it solely on the information contained within it;
- (y) alter the structure and/or the timing of the EOI process; and
- (z) 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:

- (aa) prepare a short list of invitees and invite further offers from those invitees;
- (ab) conduct a subsequent procurement process calling for the goods and/or services or any similar related goods and/or services;
- (ac) enter into pre contractual negotiations with one or more invitees;
- (ad) decide not to proceed further with the EOI process or any other procurement process for the goods and/or services; or

- (ae) 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 supply of goods and/or services 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:

- (af) 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;
- (ag) 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;
- (ah) 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;
- (ai) it otherwise accepts and will comply with the rules set out in this Invitation; and
- (aj) 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:

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

10. Governing Law

This Invitation and EOI process is governed by the laws applying in the State of Victoria. Each invitee must comply with all relevant laws in preparing and lodging its invitee's response and in taking Part in the EOI process.

11. Interpretation

11.1. Definitions

EOI closing time	means the time specified at Item 4 of <i>Part A.1</i> by which invitee's responses must be received by the organisation.
EOI process	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.
Intellectual Property Rights	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.
Invitation	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.
Invitee	means a person who submits an invitee's response.
Invitee's response	means a document lodged by an invitee in response to this Invitation containing a proposal to provide goods and/or services.
Item	means an item of this Invitation.
Organisation	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
Part	means a Part of this Invitation.
Project manager	means the person so designated at Item 3 of <i>Part A.1</i> .
Representative	means a party and its agents, servants, employees, contractors, associates, invitees and anyone else for whom that party is responsible.

11.2. Interpretation

In this Invitation, unless expressly provided otherwise:

- (am) the singular includes the plural and vice versa;
- (an) a reference to:
 - (i) 'includes' or 'including' means includes or including without limitation; and
 - (ii) '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia; and
- (ao) if a word or phrase is defined, its other grammatical forms have corresponding meanings.

Part C – Invitee's response

Business Name:

Detail your current business operations, including declaration of any conflict of interest:

ABN:

Public Liability and professional indemnity insurance attached: ☐

Detail the names and qualifications of all staff proposed to deliver services at Ascot Vale Leisure Centre:

Name	Qualifications (attach copy)	Years experience

*All staff must have a current Working With Children Check. Copies of all qualifications to be provided with EOI.

Provide a minimum of two referees relating to current services being provided:

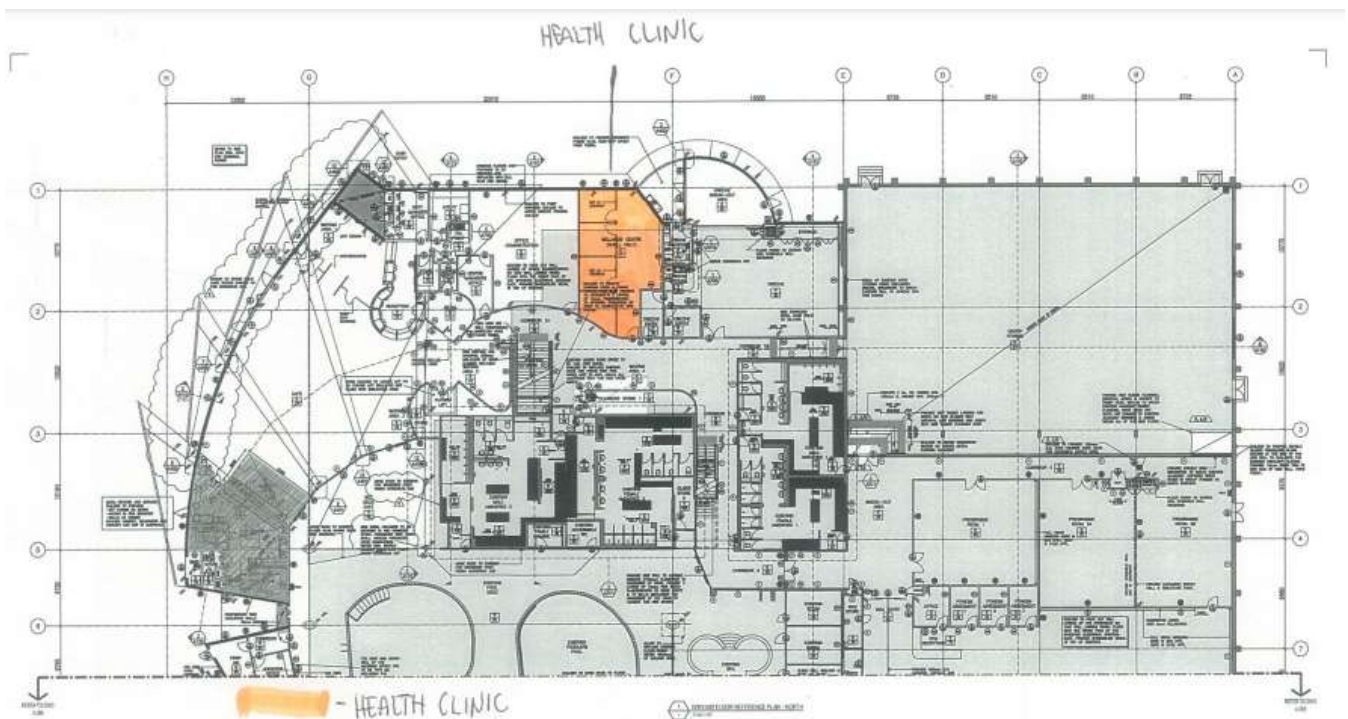
Name	Organisation	Relationship

Identify the hours or operation you require based on the availability business hours provided:

Detail the number of clients you currently service:

Detail any additional services or programs that you would like to deliver at the facility:

Appendix 1- Retail Health Suites – Floor Plan



Appendix 2- Hours of Operation

Day	Time
Monday	5am-11pm
Tuesday	5am-11pm
Wednesday	5am-11pm
Thursday	5am-10pm
Friday	5am-10pm
Saturday	6am-8pm
Sunday	8am-8pm
Public Holiday	8am-8pm
ANZAC Day	1pm-6pm
Good Friday/Christmas Day	Closed

*All access to Health Suites are via the Ascot Vale Leisure Centre reception entry