

# Business Plan for major land transaction: Springhaven Frail Aged Hostel

Shire of Kojonup  
August 2024

## 1. Introduction

Under the terms of the *Local Government Act 1995 (Act)*, a local government is required to develop and advertise a business plan if a proposed disposal of property is considered a major land transaction under the Act.

A disposal of property is considered as a major land transaction if the consideration under the transaction, together with anything done by the local government for achieving the purpose of the transaction, is more than either:

- (a) \$2 000 000; or
- (b) 10% of the operating expenditure incurred by the local government from its municipal fund in the last completed financial year, which in the case of the Shire is \$1,303,114.

The terms of the proposed dispositions outlined in this plan constitute a major land transaction under the Act. This business plan provides the details of the proposed dispositions and invites submissions from the community.

## 2. Details of proposed transaction

Springhaven Frail Aged Hostel, located at 15 Barracks Place, Kojonup, was established in 1982, and has been owned and operated by the Shire.

The Shire is considering entering into agreements in relation to the lease and management of the Springhaven Frail Aged Hostel, the sale of the business and its minor assets (not property or buildings), the lease of three residential premises, specifically for manager and nurse accommodation, located in Kojonup the details of which are as follows:

**Subject Property** The residential aged care facility known as Springhaven Frail Aged Hostel, located at 15 Barracks Place, Kojonup (Lot 370 on Deposited Plan 413237 - Certificate of Title Volume 2971 Folio 505 (**Facility**), and all assets of such Facility.

Three residential premises located at 8A Newton Street, Kojonup and 8B Newton Street, Kojonup (Lot 201 on Deposited Plan 417667: Certificate of Title Volume 4038 Folio 869); and 12B Elverd Street, Kojonup (Lot 38 on Diagram 18950 - Certificate of Title Volume 1178 Folio 172) (**Residential Properties**).

**Lessee/Operator** Fresh Fields Management (NSW) No 2 Pty Ltd (ABN 35 624 674 380) (**Fresh Fields**), a Hall & Prior Health & Aged Care Group entity.

**Details of Disposition/Proposed Agreements** A business sale agreement between the Shire and Fresh Fields for the purchase of the business (being the operation and management of the Facility) and all business assets of such (**Business Sale Agreement**).

A business lease between the Shire and Fresh Fields for the lease of the Facility for a 20-year term, together with three further terms of 10 years each (**Facility Lease**).

Separate residential leases between the Shire and Fresh Fields for each Residential Property for 20-year terms, together with three further terms of 10 years each (**Residential Leases**).

**Consideration**

\$61,000 plus GST per annum in rent for the Facility Lease, increasing annually by a cap of 3% and collar of 1% CPI with an initial rent-free period of 5 years.

\$250,000 plus GST for the sale of the business and business assets under the Business Sale Agreement.

\$13,000 per annum (\$250 weekly) plus GST in rent for *each* Residential Lease, increasing annually by a cap of 3% and a collar of 1% CPI; with an initial rent-free period of 5 years.

The operation and management of the Facility.

It is proposed that capital to be invested by Fresh Fields to grow the business will range between 2-6 million over the next 5 years

**Market Value**

**Rental**

Springhaven Facilities - \$70,000 per annum net of GST and outgoings.

12B Elverd Street - \$400 per week.

8A Newton Street - \$220 per week.

8B Newton Street - \$220 per week.

**Other Relevant terms**

Fresh Fields must repair and maintain the Facility at its cost, save and except major structural defects of the Facility buildings which is the Shire's responsibility.

Fresh Fields must continue to operate an aged care facility and maintain all necessary authorisations for such purpose.

The lease of the Residential Properties is subject to the *Residential Tenancy Act 1987* and the Shire will be required to comply with the repair obligations of an owner under that Act.

The Business Agreement provides for the sale of the business and the plant & equipment to ensure the seamless transfer of management responsibility of the Facility to Fresh Fields.

### 3. Expected effect on the provision of facilities and services by the Shire

The Facility has been affected by the staffing shortages, and increased costs across all areas, mandatory pay increases for aged care staff, increased costs related to new regulatory framework and new AN-ACC (Australian National Aged Care Classification) funding model, and impacts of COVID-19 mandatory vaccination leaving a shortage of skilled labour.

Given the resourcing issues facing the sector, and increased statutory compliance obligations, a number of other local governments within Australia have exited the management of aged care facilities in favour of specialist service providers.

Given the challenges facing the Facility and the aged care industry, the Shire, as a short-term solution reduced the intake of residents to match the resourcing levels currently in place and as long term considered, and investigated, via the Springhaven Working Group (**Working Group**), different options for the continued sustainability of the Facility.

The Working Group was established on 15 February 2022. The Working Group is comprised of 3 delegated members from Council and external independent persons with relevant expertise, currently two independent community members with aged care clinical and financial expertise. The current Chair of the Working Group is the elected President of the Shire.

The primary purpose of the Working Group is to make recommendations to Council on matters related to the Springhaven aged care facility, including but not limited to:

- (a) strategic issues, including the strategic options for Springhaven sustainability;
- (b) financial reporting and effective management options relating to operational costs, financial and other risks;
- (c) management of risk and the protection of Council's aged care assets;
- (d) maintaining a reliable system of internal controls including revenue generating options and the funding model for the Facility; and
- (e) facilitating the achievement of regulatory standards for aged care and compliance with legislation as well as use of best practice guidelines.

On 11 August 2022, the Working Group made the following recommendation to the Shire:

*“That a recommendation is presented to Council that the Chief Executive Officer, along with the Springhaven Working Group members and Manager Springhaven, actively explore and investigate the options for the future model of operation for the management of Springhaven Lodge.”*

The Shire followed the Working Group’s recommendation, and in 2023 sought Expressions of Interest for the management and/or lease of the Facility to test the market on which operators may be interested in supporting the Shire’s objective to improve the sustainability of the Facility.

The Expression of Interest was advertised statewide, and a copy is annexed to this business plan.

In respect of the Expression of Interest, the Shire received one conforming response from the Hall & Prior Health & Aged Care Group (**Group**). The Group was established in 1992 and is a leading Australian aged care provider with 36 homes within Australia. The proposed lessee, Fresh Fields, is part of the Group.

The Group were selected by Council as the preferred partner for a number of reasons, including:

- (a) a good cultural fit;

- (b) a high capability of accredited aged care operations;
- (c) a rural understanding with several facilities located in regional WA; and
- (d) scale and size of the Group: the Group was not an excessively large corporation and was privately owned.

In the immediate term, the Group entered into a service level agreement (SLA) with the Shire to provide qualified registered nurses and carers, and to provide both sides time to determine whether the opportunity for the Group to operate the Facility in the long term was the right fit. The Group has demonstrated its ability to create additional value across the following areas:

- (a) management support for our team from Tuia Lodge Donnybrook;
- (b) governance and reporting support; and
- (c) overall advice on audits and compliance throughout the year.

The Shire has been discussing and negotiating with the Group for the sale of the business and business assets (Not the buildings or land) and lease of the property.

Given the Shire's concerns about its ability to operate and manage the Facility in the long term, the Shire considers that the proposed transaction will have the following benefits:

- (a) increased ability for the Shire to provide community facilities and services given the recurrent rental income and reduced expenditure in running the Facility;
- (b) removal of regulatory/compliance risk (aged care sector) given the Shire will no longer be responsible for the management of the Facility;
- (c) a relatively seamless transition of management responsibility, so that current residents are largely unaffected by the change in management;
- (d) given a specialist and experienced provider will be operating the Facility, the Shire expects:
  - (i) the long term continuation of aged care services from the Facility;
  - (ii) upgrades to the Facility, at Fresh Fields' cost, to comply with current and future aged care standards;
  - (iii) Fresh Fields to organize capital for the potential expansion of the Facility to provide additional aged care beds to the community; and
  - (iv) the potential expansion of services to be provided from the Facility;
- (e) a lease model ensures that the Shire will retain ownership of the Facility, and the Residential Properties.

The main drawback of the proposed disposition is that the Shire will lose control of the Facility and the Residential Properties for the lease term. However, under the Facility Lease, Fresh Fields must continue to operate an aged care facility, and the Shire views this as a positive outcome.

Additionally, the Facility Lease includes normal commercial terms protecting the Shire's interests, including the requirement for Fresh Fields to provide a performance guarantee and bond, and appropriate insurance and indemnification clauses.

#### 4. Expected effect on other persons providing facilities and services in the district

As the Facility is the only aged care facility within the district of the Shire, there are no expected effects on other persons or entities providing facilities and services within the district of the Shire.

#### 5. Expected financial effect on the Shire

The Shire will receive the following revenue from the proposed transaction:

- (a) \$61,000 plus GST per annum in rent for the Facility under the Facility Lease, increasing annually by CPI (subject to a maximum increase of 3% and a minimum increase of 1%); with an initial rent-free period of 5 years. Without taking into account the CPI rent review increases and GST, the Shire will receive:
  - (i) \$915,000 for the initial 20 year term (taking into account the five year rent free period); and
  - (ii) \$610,000 for each subsequent option term (3 Terms of 10 years each); and
  - (iii) the total amount payable if Fresh Fields' takes advantage of the full 50 year term under the Facility Lease is \$2,745,000;
- (b) \$250,000 plus GST for the sale of the business and business plant & equipment under the Business Sale Agreement; and
- (c) \$13,000 per annum (\$250 weekly) plus GST for each Residential Property under the Residential Leases, increasing annually by CPI (subject to a maximum increase of 3% and a minimum increase of 1%); with an initial rent-free period of 5 years.
- (d) without taking into account the CPI rent review increases and GST, the 5 (five) year rent free term and assuming a full term, the Shire will receive approximately:
  - (i) \$585,000 (combined for all three Residential Leases) for the initial 20 year term; and
  - (ii) \$1,170,000 (combined for all three leases) for the total of the subsequent 10 year option terms. The total amount payable for all three residential leases if Fresh Fields takes advantage of the full 50 years term is \$1,755,000.

The total recovered revenue for the proposed transaction, including the total length of the lease and additional options, will be circa \$4,750,000.

The Shire will also endeavor to extract synergies through saving (not including depreciation) of approximately \$100,000 to \$150,000 annually, given that the Shire will no longer be subsidising the operation of the Facility.

The main tangible benefit to the Shire is the transfer of liability for the operation of the Facility to an accredited operator.

Given that the Shire maintains ownership under the lease structure, the Shire is responsible for major structural defect and rectifications works to the structure of the buildings comprising the Facility. Fresh Fields is fully responsible for all other repairs and maintenance of the Facility.

The minor maintenance savings are included in the range outlined above.

The Shire will also be responsible for payment of any accrued staff entitlements. However, this is a liability that is unchanged, as the Shire is responsible for such entitlements regardless of whether the Facility is leased or not.

Costs associated with the disposal are valuation costs and legal costs associated with review of the legal agreements. These costs are not expected to exceed \$25,000.

## 6. Expected effect on matters referred to in the Shire's current plan prepared under section 5.56 of the Act

The Shire has a number of plans prepared for the future, as required by section 5.56 of the Act.

The Community Strategic Plan "Placemaking" has the goal of offering diverse Accommodation options to residents in Kojonup, and the strategic deliverable of 'Future Proofing Aged Care' to allow people the option to age in place.

The Shire considers the transaction to be consistent with the community strategic plan, as the lease model is, in the Shire's opinion, the best way to ensure the sustained provision, and growth, of aged care services within the Shire for the long term.

As a part of the planning process for Facility, Council determined that its objectives were to:

- (a) maintain ownership of the buildings and the land;
- (b) facilitate Kojonup to be a hub for aged care; and
- (c) grow aged care within the Kojonup area. This will include a range of services, not just residential aged care.

The Shire has developed a 'Risk Management Plan – March 2017' (reviewed annually) in order to identify, analyse, evaluate and treat risks. Given the risks the Shire has faced in running the Facility, the Shire expects the transaction to reduce risk to the Shire as Fresh Fields will be fully responsible, at its cost and expense, to ensure compliance with all applicable legislation.

From a risk perspective, the Shire expects the transaction to:

- (a) reduce the risk to the Shire of being the approved provider in an increasingly complex industry that is not the Shire's core business;
- (b) reduce the financial risk for the Shire by having a known financial outcome for the service/s; and
- (c) limit the Shire's risk, over time, to the structural integrity of the buildings thereby reducing operational maintenance costs on the assets. The Shire will ensure under its long-term asset management plan to make provision for structural maintenance for the buildings.

## 7. Ability of the Shire to manage the undertaking or the performance of the transaction

The proposed transaction will be formalised by way of the Business Sale Agreement, Facility Lease and Residential Leases.

The documents will be drafted by Fresh Fields' solicitors, and reviewed by the Shire's solicitors, in consultation with the Shire's Chief Executive Officer.

The Shire's Chief Executive Officer and Executive Managers will manage Fresh Fields' compliance with the legal documents once signed. The Facility Lease includes standard commercial terms, such as the provision of a security bond/bank guarantee, indemnity, and insurance provisions, to protect the Shire's interests as lessor. The Residential Leases are consistent with the requirements of the *Residential Tenancies Act 1987*.

Consultant professionals, such as valuers, property consultants and solicitors, may be engaged where required to provide any expert assistance and/or advice to the Shire.

## 8. Any other matter prescribed for the purposes of this subsection.

There are no other matters prescribed for the purposes of the Act.

## 9. Submissions

Written submissions in respect of the proposed transaction may be lodged with the Shire prior to 5.00pm, 13 September 2024. Submissions should be marked "Lease Springhaven Frail Aged Hostel" and addressed to the Chief Executive Officer, Shire of Kojonup, and posted or delivered to the Shire of Kojonup, 93-95 Albany Highway, Kojonup, WA 6395 or emailed to [council@kojonup.wa.gov.au](mailto:council@kojonup.wa.gov.au).



# Annexure – Expression of Interest

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## EXPRESSION OF INTEREST

Shire of Kojonup 'Springhaven' Aged Care Services

Submissions close 28 February 2023

Enquiries and site visit requests:

Grant Thompson, Chief Executive Officer, Shire of Kojonup

[ceo@kojonup.wa.gov.au](mailto:ceo@kojonup.wa.gov.au)

Ph: 08 9831 2400

### CONTACT DETAILS

All communications and enquiries relating to this document and the opportunity it presents should be directed solely to the Shire of Kojonup (Shire). Proponents must submit all questions requiring clarification in writing by email to: [ceo@kojonup.wa.gov.au](mailto:ceo@kojonup.wa.gov.au).

Failure to comply may result in exclusion from the process. The Shire reserves the right to supply relevant questions and responses to all Expression of Interest (EOI) participants. Please include a contact telephone number and email address.

All questions concerning the EOI process must be directed to:

Chief Executive Officer, Grant Thompson

Email: [ceo@kojonup.wa.gov.au](mailto:ceo@kojonup.wa.gov.au)

Phone: 0419903363

All emails will be responded to within three (3) business days.

Any communication in regard to the EOI with personnel (staff or Councillors of the Shire), other than the nominated contact person(s), may result in disqualification from the EOI process.

For further information about the Shire of Kojonup please visit <https://www.kojonup.wa.gov.au/>

### Disclaimer

**Please note:** The material contained herein is provided for information purposes only and is not a complete list of all matters relevant to the offering. The Shire of Kojonup ("Shire" or the "Council" and their respective officers, employees and agents), gives no warranty and makes no representation as to the accuracy or sufficiency of any description, photograph, plan, diagram, statement, or opinion contained in or omitted from this document except for any liability which cannot be excluded as a matter of law. Any projection or forecast may be based on assumptions which may or may not prove to be correct and they are not intended to be a representation as to any future matter on which a Proponent can rely. Proponents must make their own independent investigations and analysis of the offering. This document is for the sole purpose of the intended reader and not for distribution. Information presented within this document is relevant as at the date provided.

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### Introduction

The Shire of Kojonup (Shire) is calling for Expressions of Interest (EOI) from interested parties for the operation and management (as the approved provider) of its Springhaven Residential Aged Care Facility.

For clarity, the Shire's Loton Close Independent Living Units are not being considered as a part of this EOI and are a separate facility to be managed by the Shire.

The Shire is open to receiving EOIs from interested organisations based on any model (e.g., lease and/or management agreement etc) which will result in the best outcome for the quality of care for local aged persons now and in the future.

The buildings and land assets are to be retained in the ownership of the Shire.

The decision to seek an alternative service delivery model was made by Council in response to recent local, State and Commonwealth Government aged care reforms and follows a review of the Shire's aged care services and capability portfolio to manage the future needs of its residents in this sector.

The Shire seeks to:

1. reduce the risk to the Shire of being the approved provider in an increasingly complex industry that is not the Shire's core business;
2. reduce the financial risk for the Shire by having a known financial outcome for the service/s; and
3. explore the potential for an enhanced service to the community.

The Shire's objective is to maintain Aged Care facilities and services in the Shire. As such, the Shire remains committed to ensuring a high quality of care and accommodation is maintained and enhanced to support the community's commitment to providing positive ageing solutions for the older population.

EOIs are welcomed from existing and proposed Aged Care Approved Providers including those in the for-profit, not-for-profit, and faith-based sectors.

This document provides an overview of the services. Further information in areas such as staffing, resident profiles, financial performance and funding may be provided upon request following the receipt of a signed 'Non-Disclosure Confidentiality' form.

Depending on the outcome of this EOI process, short listed organisations may be invited to provide a formal proposal and/or to enter into negotiation regarding the service/s to be delivered.

#### PLEASE NOTE:

*This Expression of Interest process does not commit the Shire to accepting any of the responses received. The Shire will determine whether any proposal received represents a greater community benefit than that which can be offered by the Shire.*

*The transfer of services and any associated funding will be subject to approval by relevant funding bodies.*

*Should any Proposal be accepted, the provider shall enter into an agreement for any existing Shire facility/ies needed to deliver the required service. This will be negotiated and determined as per service type.*

### The Location

#### About Kojonup

Area: 2,931km<sup>2</sup> including the localities of Boscabel, Jingalup, Kojonup, Muradup, Qualeup

Population: approx. 2000

Electors: 1287

Councillors: 8

Kojonup is an extremely old area and has been inhabited by the Keneang Noongar people for thousands of years. Settled by Europeans since 1837 and nestled in the rural heartland of the Great Southern region, Kojonup is an idyllic place to live and bears all the trademarks of a traditional country settlement, with its historic buildings and friendly, safe atmosphere. The Shire of Kojonup owns and operates a 22 Bed Aged Care Facility - Springhaven, 50m Kevin O'Halloran Swimming Pool, cultural/heritage icon - The Kodja Place, and Black Cockatoo Café.



The name Kojonup has historical significance, referring to the "Kodj" or stone axe made by the Aborigines from local stone.



At the heart of Kojonup is the freshwater spring (The Spring).

European settlers established an old Military Barracks. Constructed in 1845, it is one of the oldest surviving military buildings in Western Australia.

Located on Albany Highway, Kojonup is just a 2.5 hour drive from Perth, and a short 1.5 hours from Albany and Denmark. It is the administrative and commercial centre of a prosperous pastoral district, offering a wealth of business and lifestyle opportunities.

Today, Kojonup is a thriving shire, proud of its heritage and looking to grow.



### The Offering

#### **SPRINGHAVEN AGED CARE FACILITY (SPRINGHAVEN)**

*Note: this facility forms the primary and essential offering in this EOI process. The EOI must address this service and any non-conforming EOI may not be accepted without this service being included.*



- 22 bed Residential Aged Care (RAC) Facility set in spacious grounds. All rooms are single with toilet ensuites and external patio doors.
- Three (3) year accreditation achieved until February 2025 with all standards met.
- Well maintained facility with recent refurbishments.
- Meals are currently provided internally and a commercial kitchen exists on site which was refurbished in 2020.
- All laundry is done on site in a commercial laundry, also refurbished in 2020.
- Conditions of employment are set by the Aged Care Award provisions. Staff are paid above the award rate as a recruitment and retention strategy.
- The current staff for the RAC facility include:
  - o Manager – 1 FTE – Contract
  - o Activities Coordinator - 0.6FTE – Casual or PPT
  - o Administration & Domestic Coordinator – 1 FTE – PFT
  - o Personal Care Assistants – 8 – 12 FTE (shift based roster system) – Casual or PPT
  - o Registered Nurse – 2 FTE – PPT
  - o Enrolled Nurse – 0.5 FTE – Casual
  - o Cook – 2 FTE – Casual or PPT
  - o Kitchenhand – 2 FTE – Casual or PPT
  - o Cleaner – 2 FTE – Casual or PPT

## The Opportunity

There is an opportunity to improve financial performance by increasing the current funding, capitalising on economies of scale if the provider operates other facilities, and an increase in offering value added services.

### Bed Licence Retention in Kojonup

Bed licences must be retained in the Shire of Kojonup and not transferred to another location.

### Asset Use, Maintenance and Improvement

The provider will be required to enter into a legal agreement in relation to lease, hire, or licence agreement of any Shire building included in their service delivery.

### Equipment on Shire Property

The provider will be required to enter into an arrangement for the lease, hire, or purchase of any Shire equipment required.

### Undertaking as to Confidentiality

All dealings with the Shire are confidential and information will be supplied to you solely for the purpose of evaluation of the offering outlined in the Expression of Interest and, in turn, submitting a Proposal (subject to your evaluation). Confidentiality will extend to all documentation and systems shown or explained to you and all resident and personnel details, plans and methods of operation to which you are given access and knowledge.

### Financial Information

Shortlisted organisations will be required to provide financial information including profit and loss statements and balance sheets for the last two financial years.

## Site Information

Proponents will have the opportunity to inspect the relevant sites by appointment on weekdays during normal business hours.

Proponents may register up to three attendees for the site inspections of the operating facilities. Unless otherwise agreed by the Shire, attendees can only be officers, employees or contractors of the Proponent who are bound by confidentiality undertakings acceptable to the Shire and who have a current Flu vaccination certificate.

To arrange an appointment, please send an email to [ceo@kojonup.wa.gov.au](mailto:ceo@kojonup.wa.gov.au) noting the attendees, position within the organisation, and at least two possible days convenient for you to attend.

## Selection Criteria

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be presented in the manner specified below:

### 1. Cover Page

Please include contact details. Include the full details (name, address and contact details) of all parties involved in the Expression of Interest.

### 2. Background and Credentials

#### • Entity Type

Please submit evidence of the proposing entity's type, organisational structure and business registration.

#### • Accreditation and Compliance

If presently accredited as an Aged Care Approved Provider:

- Please provide evidence that the proposing organisation is an approved provider of aged care under the *Aged Care Act 1997* (the Act), and which services are approved i.e. residential care, home care or flexible care.
- Please submit a summary of the proposing organisation's most recent accreditation reports.

If not presently accredited as an Aged Care Approved Provider, please demonstrate how this requirement will be met.

#### • Current/Future Services and Location (if applicable)

Please list current service/s and location/s as well as those planned for the foreseeable future.

#### • Organisation Profile, Service Delivery and Financial Overview

- Relevant previous experience as an aged care service provider (if applicable).
- Vision, mission, values, and service delivery ethos. Please provide a statement regarding why the organisation is interested in this EOI and how it fits with the organisation's vision.

- Current staffing organisational structure with number of staff per service.
- Please provide a summary of the proposing organisation's approach to:
  - Governance;
  - Care provision, Quality Assurance and Improvement Initiatives;
  - Risk Management and Assessment;
  - Business Continuity Management and Recovery; and
  - Aged Care Regulatory Standards.

**3. Proposed Approach**

- Please list services to be included in this EOI.
- Proposed management and operation structure for the facility detailing the style and type of management proposed.
- Please outline the proposed conditions under which the service/s will be managed by the proposing organisation and how the approach will provide value for money for the Shire while maintaining a high-quality service.
- Please outline opportunities available for the continued employment of current staff, transmission of business in compliance with the Industry Award, Fair Work Act 2009 and other industrial agreements employed.
- Please outline how local placement preferences will be enabled.
- Please demonstrate how opportunities for the engagement of the community and volunteers will be maximised.
- Please detail if and how an expanded scope of services (from the Shire's present portfolio) could be delivered by the proponent within the Shire of Kojonup.
- Outline your expectations on indicative (non-binding) commercial terms – value proposition proposed e.g.; expected terms, proposed custom items/clauses/conditions you may require. Outline value points the relationship will generate and share with the Shire, if any.
- Evidence that the Respondents can execute their claims on the proposed EOI.

**4. Signed Undertaking as to Confidentiality Form**

Failure to submit a signed undertaking as to confidentiality "Non-Disclosure" form will result in disqualification. Please keep a copy for your referral.

**5. Any Additional Information**

You are welcome to attach any additional information which supports the Expression of Interest proposal. Please provide headers for each additional information included, clearly indicating the relevance of information supplied.

**Legislation**

The *Local Government Act 1995* requires that the disposal of any local government property (including by way of lease) be advertised in the event that the local government has agreed the method and terms of disposal without having utilised a tender or auction process.

As such, respondents are advised that, following successful negotiation with any party with respect to an outcome, the Council will undertake a statutory period of advertising (minimum period of 14 days) and must consider a submission made with respect to this matter before it is able to enter into any legal agreement with the preferred party.

**Deadline for Expression of Interest**

The deadline for the Expression of Interest is Tuesday, 28 February 2023 at 4.00pm.

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

- it is not received before the deadline; or
- it may be rejected if it fails to comply with any other requirements of the Expressions of Interest.

## Lodgement of Submission

Submissions in response to this invitation may be lodged in any of the following manner, provided they arrive before the closing time (as specified in the newspaper advertisement).

If a Respondent, whether personally or by an agent, canvasses any of the Shire's Elected Members or Officers with a view to influencing the acceptance of any Respondent then, regardless of such canvassing having any influence on the acceptance of such Submission, the Shire may, at its discretion, omit the Respondent from consideration.

The Proposal must be submitted in electronic format or hard copy marked private and confidential by the deadline to the contact details below:

### Electronic Submission

Private and Confidential – EOI 'Springhaven' Aged Care Services

Chief Executive Officer, Mr Grant Thompson [ceo@kojonnup.wa.gov.au](mailto:ceo@kojonnup.wa.gov.au)

### Mail (Hard Copy) Submission

Hard copies should be contained within a sealed envelope clearly labelled:

Private and Confidential - EOI 'Springhaven' Aged Care Services

Mr Grant Thompson  
Chief Executive Officer  
EOI 'Springhaven' Aged Care Services  
PO Box 163  
Kojonnup WA 6395

Submissions will not be returned.

Proposals received after the deadline cannot be accepted. It is the Proponent's responsibility to ensure that a Proposal is received prior to the closing time detailed above.

#### 1. Proposal Acknowledgement

By submitting a proposal, the Proponent certifies that they have fully read and understand the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

#### 2. Proposal Contents

Please refer to the required EOI Contents section as to the requirements to be included in the submission. Please submit information and documents in the order prescribed. All information required by this Expression of Interest process must be supplied to constitute a complete proposal. Failure to address a component may disqualify a proposal.

#### 3. Term of Proposal

For purposes of review, proposals shall remain valid for a period of 120 calendar days after the submission deadline. Proponents may withdraw their proposal at any time.

#### 4. Incurred Expenses

The Shire is not responsible for any expenses which Proponents may incur by preparing and submitting their proposal/s called for in the Request for Expressions of Interest.

#### 5. Request for Additional Information

The Shire reserves the right to conduct oral interviews or require presentations with Proponents as part of the evaluation process. The Shire will not be liable for any costs incurred by the Proponent in connection with such interviews/presentations (i.e.; travel, accommodation, equipment, etc.)

The Shire may request for an on-site visit to the Proponent's existing facilities before evaluation is finalised. The Shire reserves the right to conduct research related to the Proposal as it deems appropriate.

#### 6. Acceptance, Rejection, Modification to Proposals

This Expression of Interest process does not commit the Shire to accepting any of the responses received. The Shire reserves the right to reject any and all proposals, or to waive minor irregularities in the proposals. Council will determine whether any offer received represents a greater community benefit than that which can be offered by the Shire.

No negotiations, decisions, or actions shall be initiated or executed by the Proponent as a result of any discussions with any Shire employee. Only those communications that are in writing from the Chief Executive Officer or designee may be considered as a duly authorised expression.

Photos



END OF DOCUMENT