

Expressions of Interest



Our Organisation

Property & Development NSW is part of the Department of Planning, Industry and Environment and acts as the property division of the NSW State Government.

We are focused on excellence in property and places and manage over 1.15 million square metres of commercial accommodation on behalf of Government agencies.

Sydney Olympic Park Precinct

Office Accommodation: up to 12,000m² Requirement

Tender Reference Number: 2020DPIE0036

OPEN: Wednesday 07 October 2020

CLOSES: Thursday 22 October 2020 at 12:00pm

Revision 1

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1.0 INTRODUCTION

1.1 OVERVIEW

Property & Development NSW (PDNSW), which sits within the Housing & Property Group of the Department of Planning, Industry and Environment (DPIE), is seeking expressions of interest to shortlist office accommodation with area options of **up to 12,000m²** for leased office accommodation within a single building, for an initial lease term of up to 15 years, ideally within the Sydney Olympic Park Precinct.

The purpose of this Expression of Interest (EOI) is to invite Proponents to lodge indicative Proposals to provide the required A-Grade office accommodation.

Based on the NSW Government's accommodation standards, the Proponents should provide indicative leasing options as per the table below.

Area (m ²)	Lease Terms range	Preferred Lease Commencement
6,000	10 years, 12 years and 15years	01 March 2021
9,000	10 years, 12 years and 15years	01 March 2021
12,000	10 years, 12 years and 15years	01 March 2021

The areas will be further quantified and following the evaluation of EOI responses, Proponents identified as best meeting the objective of this EOI process may be invited to proceed to a negotiation or tender process as detailed in section 3.3.

How to lodge a Proposal, the information sought from Proponents, the assessment process and conditions are set out in this document. This document also includes the Returnable Schedules for completion and lodgement.

This EOI does not constitute a commitment to any procurement, nor an offer of a contract nor prospective contract. PDNSW is not liable for any costs incurred by any Proponent in the preparation and submission of a Proposal in response to this EOI. Proposals will be accepted by Lessors, Developers or their appointed agents only. Confirmation of authority will be required from Agents.

Should an offer of a contract be made the engaging authority shall be Property NSW (PNSW).

1.2 OBJECTIVE

The NSW Government is seeking quality commercial office space to support an agency providing a 24/7 call centre, training centre and office accommodation located in or around the Sydney Olympic Park Precinct. In seeking to satisfy this objective, PDNSW will have regard to:

- the required workplace accommodation available for occupation and use by the required times (consideration will be given to both fitted out space and vacant space);
- the lease of premises in a building providing services, amenity and a workplace that supports a 24/7 operation providing security and backup power generation including UPS;
- protection of the interests of the Government through appropriate commercial arrangements; and
- delivery of workspace that achieves the Government's standards for environmentally sustainable development.

1.3 ENQUIRIES

All enquiries in respect of this EOI are to be directed via email to the Contact Person, being:

Name: Tanya Lanycia, Manager, Property & Development NSW
Agency: Property & Housing Group, DPIE
E-mail: DT.CDA@property.nsw.gov.au

The project is being led by:

Name: Alison O'Loughlin, Director, Property & Development NSW
Agency: Property & Housing Group, DPIE

2.0 ACCOMMODATION

2.1 LOCATION PARAMETERS

NSW Government's preferred location is in or around the Sydney Olympic Park Precinct. Located within easy walking distance to key public transport and local amenities is key.

Proponents must submit details of the site on which the proposed accommodation is located, including site area, zoning, total developable Floor Space Ratio (FSR) allowed on the site, overview of location, public transport proximity, surrounding amenity and planning approval status (if applicable).

2.2 ACCOMMODATION BRIEF

Building	Single modern Grade A office accommodation as defined by the Property Council of Australia. The based building must support an active and agile workplace with a 24/7 call centre operations, training facilities and floor densities ranging from 1:8m ² to 1:10m ² per person.
Net Lettable Area (NLA)	Options of 6,000m² and/or 9,000m² and/or 12,000m²
Floor Plate	Accommodation would ideally be provided on contiguous floors within the proposed building. Floor plates are to have an efficient, regular configuration, largely column free with access to good natural light. It is desirable that the base building includes interconnecting tenancy stairs throughout.
Building Services	The reliability of electrical power supply must be extremely high and must be backed up by well-maintained UPS and generator sets to service a partial call centre operation.
Parking	Parking spaces available are to be confirmed and would be secured under cover spaces. Additional visitor car spaces are required.
Basement	End of Trip facilities
Sustainability	4.5 stars NABERS for Energy (no reliance on green power) 4 stars NABERS for Water 5 Star Green Star Design and As-built rating (only applicable to new builds) The above is a minimum requirement and proposals to exceed these are encouraged.
Occupation	Proposed lease commencement 01 March 2021

2.3 THE PREFERRED FIT-OUT

The AFL/HoA will include mechanisms for early access for fit-out modifications prior to lease commencement.

The building and base building services must support:

- secure call centre with 24/7 operation with UPS and backup power generation;
- training centre with adaptable teaching spaces for various size class spaces;
- a modern interconnected workspace that links workgroups horizontally and vertically;
- an open plan agile fit-out achieving a density of 1 person per 10m²;
- lobby/ground floor activation, including after hours;
- latest building technology (i.e. security access and fibre connectivity/cabling);
- efficient workflow for occupants;
- well-connected collaboration space;
- amenity and facilities, project hubs, and meeting rooms;
- environmentally sustainable design facility management and practice; and
- Infection Control Processes for facility management, such as those in place for COVID-19 including touchless entry points, cleaning arrangements, social distancing and other regulations.

Proponents should allow for the provision of fit-out within their submitted program.

2.4 LEASE TERMS

Key terms of the indicative proposed lease are to be as follows:

- The Lessee will be Property NSW or other enabled NSW Government entity;
- Options on lease terms to be provided on 10, 12 and 15 year basis, with two x 5 year renewal options;
- A lease incentive reflective of current market conditions is to be provided. At the Lessee's nomination, the contribution may be applied as an upfront cash contribution towards the Lessee's fit-out, received as an effective rent, or any combination of these options;
- Net Rent is to be offered;
- Estimated Outgoings is to be nominated;
- Annual rental increases are to be at a maximum rate of 3.5% p.a., with a review to market value at 5 year intervals, based upon a face net rent, which will have a +5% cap and a -5% collar;
- At option renewal, the rent will be reviewed to market based on net effective rent which will have a +5% cap and a -5% collar;
- Early access is to be provided to allow the Lessee to undertake fit-out works;
- Payment of rent is to commence the later of occupation or Lease Commencement Date;
- The Lessee must be permitted to assign the lease or sub-lease to any other government entity, authority, agency or department without first obtaining the Lessor's consent. The Lessee must be permitted to allow other government agencies and departments to occupy the Premises;
- PNSW self-insures through a Government managed scheme. Obligations under the lease for the Lessee to take out policies of insurance must not apply while a Government entity is the Lessee;

- No bank guarantee or other form of security will be provided while a Government entity is the Lessee;
- The successful Proponent must not alter or divest its interest in the land and building prior to the 12 month anniversary of the lease commencement date; and
- Property NSW standard lease to be used including Green Lease Schedule and Occupant Entity clauses.

3.0 PROCUREMENT PROCESS

3.1 LODGEMENT OF SUBMISSIONS AND ENQUIRIES

Proponents must submit proposals by no later than 12:00 pm on **22 October 2020** through the Government's electronic tender box at the <https://tenders.nsw.gov.au/nsw> website.

Please submit any enquiries regarding this EOI, in writing to the Contact Person:

Name	Tanya Lanycia, Manager, Property & Development NSW
Agency	Property & Housing Group, DPIE
Email	DT.CDA@property.nsw.gov.au

3.2 TERMS AND CONDITIONS

This EOI does not constitute a commitment to any procurement, nor an offer of a contract nor prospective contract. All matters related to this project are subject to approval by the NSW Government.

Parties responding to this EOI must either be the registered owners of the site or have the registered owner's approval to submit.

Any disputes relating to an introduction are to be dealt with between the lessor/developer/land owner and agent.

PDNSW may conduct due diligence on one or more Proponents as part of its assessment process.

3.3 STAGES OF THE TENDER PROCESS

The procurement process to secure the required accommodation will be undertaken in two stages consisting of:

- this EOI; followed by,
- Post EOI Negotiations following this EOI based on their submissions, if required.

It is intended that following the evaluation of EOI responses, Proponent identified as best meeting the objective of this EOI process may be invited to proceed to a negotiation with the view of entering into an AFL followed by a Lease Agreement for either a 10 year, 12 year, or 15 year term.

Where, following evaluation there is more than one Proponent that meets PDNSW's objectives, the Proponent ranked highest in the EOI evaluation may be invited to commence the process. If this process fails, the next highest-ranking Proponent will be invited to commence discussions.

Note that the offer submitted by Proponents has established their ranking for the final agreement confirmation process, therefore if any major disparities from their original offer are introduced it may affect their ranking.

Post EOI Negotiations

Before making any determination as to acceptance or rejection of EOIs PDNSW may, at its discretion, elect to conduct limited negotiations with preferred Proponents, including those who have submitted Alternative EOIs or who have submitted Conforming EOIs, to mutually improve outcomes.

If PDNSW considers that none of the EOIs are fully acceptable either because of non-conformance or because they do not represent sufficient value for money, but considers that full conformity is achievable, negotiations may be conducted with the Proponent that submitted the most conforming EOI based on the evaluation criteria. The purpose of the negotiations will be advised by PDNSW and made clear to the participants before the commencement of negotiation.

PDNSW may at its absolute discretion elect to conduct post EOI negotiations with more than one Proponent in the event that it decides that the closeness of the EOIs or timing constraints warrants doing so.

It is anticipated that the shortlisted Proponents will be advised by **early November 2020** with the Successful Proponent announced by **December 2020**.

4.0 SUBMISSION OF PROPOSALS

4.1 GENERAL

The options of **6,000m²**, **9,000m²** or **12,000m²** of office accommodation is required within a single building.

If multiple Proposals are being submitted by a Proponent in response to this EOI, each Proposal must be clearly identified and submitted separately.

Hard copy or facsimile Proposals will not be accepted.

A Proposal received after the Closing Date is a "late Proposal". A late Proposal may be excluded from consideration unless the Evaluation Panel otherwise determines, at its absolute discretion and without having any obligation to do so, that it is satisfied that the integrity and competitiveness of the EOI process has not been compromised.

4.2 ELECTRONIC FORMAT FOR SUBMISSIONS

Proposals must be in a Portable Document Format (PDF) file format. Page size should be generally A4, and not larger than A3. Proponents may compress electronic Proposals in any format that can be decompressed by WinZip. Proponents must not submit self-extracting (*.exe) zip files.

Proponents must ensure that electronically lodged Proposals are free from viruses by checking files with an up to date virus-checking program before lodgement.

The Evaluation Panel (Panel) reserves the right to exclude any Proposal that cannot be evaluated because the electronic file is corrupted.

4.3 RETURNABLE SCHEDULES

The Returnable Schedules are to be completed and returned as the major component of a Proponent's Response to this EOI.

Proponents should use the Returnable Schedules and their sub-headings as a template and provide the information in the boxes provided, where possible.

It is the Proponent's responsibility to provide all the information necessary in a clear and precise form to articulate its' Proposal.

All parts of each Returnable Schedule must be completed.

The Returnable Schedules are:

- Schedule A: The Proponent's authorisation, a compulsory form that must be completed.
- Schedule B: Capability and capacity of the Proponents to deliver the proposed building that will be evaluated and scored by the Panel.
- Schedule C: Deliverability information required that outlines specific information on the proposed building and ability to deliver project.
- Schedule D: Details of the proposed accommodation.
- Schedule E: Details of the financial offer that will be evaluated.

Each schedule will be evaluated and scored by the Evaluation Panel.

Proponents should attempt to limit their Proposal to no more than 30 pages (including attachments). The Evaluation Panel reserves the right at their absolute discretion to accept or reject Proposals longer than 30 pages (including attachments) or elect to consider the first 30 pages only.

A Proponent may provide additional information where it considers that this information is relevant and would assist in evaluating its Proposal. The Returnable Schedules make provision for Proponents to include supporting documentation in support of their Proposal. Proponents should clearly identify in the Returnable Schedules that supporting documents are attached, with the attachments being clearly marked with the corresponding Returnable Schedule and part thereof. Attaching numerous unmarked PDF style documents can create difficulties including determining the corresponding part(s) of the Proposal and Returnable Schedule(s) and should be avoided. The Evaluation Panel will not accept responsibility for the analysis and assignment of unmarked attachments to particular Returnable Schedules and these may be disregarded at the discretion of the Evaluation Panel.

5.0 EVALUATION OF PROPOSALS

5.1 OVERVIEW

Proposals submitted in response to this EOI will be assessed using weighted and pass/fail criteria. Criteria will be evaluated by the Evaluation Panel in accordance with the Evaluation Plan. Proposals that meet the requirements of the Preliminary Screening and Pass Criterion 1 will be scored against each criterion and added together to develop a total score for each Proposal.

5.2 CRITERIA

CRITERION 1: CAPABILITY & CAPACITY (Pass/Fail)

Proponents will need to demonstrate that they have the ability, skills and financial resources to deliver the proposed accommodation to the satisfaction of the Evaluation Panel.

CRITERION 2: DELIVERABILITY (Weighted)

Proponents will need to demonstrate that they are able to deliver the accommodation within the defined time period.

CRITERION 3: ACCOMMODATION (Weighted)

Proponents will need to demonstrate that the proposed accommodation meets Government's defined high-level requirements.

CRITERION 4: FINANCIAL OFFER (Weighted)

Proponents need to clearly identify the total cost of their Proposal to the Government.

5.3 EVALUATION PANEL

Each member of the Panel will be required to execute a confidentiality agreement and a declaration as to any actual or perceived conflict of interest.

The Panel will assess Proposals against the Evaluation Criteria based on the information contained in the Proposals. The Panel may, but is not obliged to, take into account any other information it considers appropriate to properly assess a Proposal.

The Panel will recommend which, if any, Proponents should be invited to participate in any subsequent stage of the procurement process. The Panel may also make recommendations on the form any subsequent stage may take.

The Panel may seek advice from technical advisors including private consultants to assist in the evaluation process. All experts will be required to sign confidentiality agreements and conflict of interest agreements.

All recommendations by the Panel are subject to wider endorsement from Government officials.

5.4 FINANCIAL APPRAISAL

The financial appraisal of Proposals will use a range of mechanisms including discounting of future costs and benefits with the particular methodology to be selected by the Panel to ensure the fair treatment of all Proposals. All methodology used will remain confidential to the Panel and Government.

5.5 WEIGHTINGS

Each of the weighted Evaluation Criterion will be weighted by the Panel as part of its evaluation process. Any respondent that does not achieve a satisfactory standard determined by PDNSW, at its sole discretion, in each of the Weighted Selection Criteria, will be excluded from further consideration. The criteria are mutually exclusive and it is not the case that one criterion will compensate for a respondent's deficiency in another

5.6 ADJUSTMENTS

The Panel may make adjustments to a Proposal and components thereof where the Panel believes that there may be additional direct or indirect costs to the Government associated with that particular Proposal. The inclusion of adjustments will facilitate a full and fair comparison of all direct and indirect costs of all Proposals. All adjustments will be fully documented as part of the Panel's evaluation process and will remain confidential to the Panel and Government.

5.7 PRELIMINARY SCREENING

On receipt of the Proposals, the Panel will conduct a preliminary review to assess completeness and compliance with the criteria, identify Proposals that will progress to detailed assessment and identify points of clarification required from Proponents for the detailed assessment.

In the course of the preliminary review the Panel may or may not exclude from further consideration those Proposals that are Non-Conforming Proposals. The Panel will continue to monitor Proposals throughout the EOI process for the existence of discretionary factors that may result in a Proposal being declared by the Panel as a Non-Conforming Proposal.

5.8 DISCRETIONARY FACTORS

Without limiting the other provisions of this EOI, the Panel may, in its absolute discretion, exclude a Proposal where any of the following factors exist or are found to exist:

- a Proponent submits a Proposal that is not consistent with submission requirements;
- a Proponent submits a Proposal in which the financial information or any other information is not clearly and legibly stated;
- a Proponent fails to provide a complete Proposal;
- a Proponent fails to provide requested additional information within the time periods specified by the Panel;
- a Proponent fails to provide information requested by the Panel in connection with a probity or security check in accordance with PDNSW's or the Panel's requirements;
- a conflict of interest arises for a Proponent;
- a Proponent makes false or misleading claims or statements, uses information unlawfully obtained from PDNSW in the preparation of its Proposal or receives improper assistance from:
 - any Panel member;
 - other PDNSW staff or employee of another Government agency;
 - consultants or contractors or ex-consultants or contractors to PDNSW;
- a Proponent engages in collusive tendering, anti-competitive conduct, unauthorised communication with the Panel, its employees agents or advisers or any other similar conduct in relation to the preparation or lodgement of its Proposal;
- a Proponent fails to notify the Panel of, or the Panel decides not to allow, any material change in:

- its financial or other relevant circumstances;
- consortium membership;
- a Proponent has been in breach of the [*NSW Industrial Relations Guidelines: Building and Construction*](#), or the Industry Guidelines; or
- a Proponent departs from the format and assumptions set out in the Proponent's Returnable Schedules.

A factor referred to above may be considered by the Panel to be significant by itself. Alternatively, several factors may cumulatively be considered significant by the Panel. Therefore, the Panel will not only consider individual factors but also form a view as to whether any factor, when considered alongside others referable to the same Proponent, warrant the rejection or exclusion of the Proponent's Proposal(s). The Panel is not required to give reasons for its decision to reject a Proposal.

The Panel may accept a Non-Conforming Proposal where:

- the Proponent has substantially addressed the Accommodation Requirements; and
- the Proponent has substantially completed all Returnable Schedules; and
- the issues making the Non-Conforming Proposal non-conforming are minor; and
- the Proponent will not obtain any material competitive advantage because of the non-compliance.

5.9 CLARIFICATIONS

PDNSW and the Panel reserve the right to seek clarification of, or further information about a Proposal either in writing or verbally.

Proponents may also be required to give a presentation of their Proposal as part of the evaluation process and / or conduct a site inspection of the proposed building site.

5.10 DUE DILIGENCE

PDNSW may undertake due diligence as part of the process in nominating shortlisted Proponents.

5.11 NOTIFICATION TO PROPONENTS

PDNSW may notify all Proponents in writing of their respective status after approval of the recommended shortlisted Proponents.

Unsuccessful Proponents may request a debrief session to discuss their Proposal once the outcome of the EOI has occurred.

5.12 PROBITY

This EOI incorporates a high level of probity and will be subject to the NSW Government Procurement Policy Framework

6.0 GENERAL CONDITIONS

6.1 OVERVIEW

By lodging a Proposal, a Proponent acknowledges its acceptance of the terms and conditions set out in this EOI document.

6.2 GOVERNMENT PROCUREMENT POLICIES

This EOI process is being conducted in accordance with the relevant Government procurement policies and guidelines, including the NSW Procurement Supplier Code, and NSW Government Procurement Guidelines – Tendering Guidelines, which are available at:

[https://buy.nsw.gov.au/policy-library/policies/procurement-policy-](https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework)

[frameworkhttps://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct](https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct)

6.3 LEGAL STATUS

Proposals submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW).

Signatures are not required for a Proposal submitted electronically. A Proponent must ensure that the Proposal is authorised by the person or persons who may do so on behalf of the Proponent and appropriately identify the person and indicate their approval of the information communicated.

A Proponent, by electronically submitting a Proposal, is taken to have accepted any conditions shown on the NSW Government's eTendering website and are deemed to have authorised the submission of the Proposal to this EOI.

Acceptable Legal Entities

Proponents must:

- (a) be recognised and acceptable legal entities;
- (b) have legal capacity to enter into contracts;
- (c) have appropriate financial assets; and
- (d) not be a company under any form of external administration

6.4 RESPONSE TO QUESTIONS

Any enquiries that a Proponent may wish to make to clarify its interpretation of this EOI or for any other purpose should be submitted in writing, not later than five (5) working days prior to the Closing Date, to the Contact Person.

PDNSW's responses to enquiries will be provided to all Proponents, generally as an addendum, except where:

- (i) A Proponent nominates in the enquiry that the enquiry relates to proprietary aspects of its Proposal; and
- (ii) PDNSW believes the enquiry does relate to proprietary aspects of a Proponent's Proposal and not disclosing the enquiry and PDNSW's response will not adversely affect the integrity of the process.

6.5 ADDENDA

PDNSW reserves the right, in its absolute discretion, to change any aspect of this EOI. Any amendment to this EOI will be issued in the form of an addendum. No amendment of the EOI

may be relied upon by a Proponent unless given in the form of an addendum. Each addendum will become part of the EOI. All addenda will be accessible on the eTendering website.

All Proponents are to satisfy themselves that they have received, acknowledged and addressed all addenda that may have been issued up to the closing date for lodgement of submissions.

6.6 OWNERSHIP OF PROPOSALS

All Proposals become the property of PDNSW on lodgement and will not be returned to the Proponents.

Any intellectual property rights that may exist in a Proposal will remain the property of the Proponent. Any element of a Proposal considered as containing any intellectual property rights should be clearly identified by the Proponent. Intellectual property is to be distinguished from confidential information.

By providing a Proposal, a Proponent grants a license to or otherwise authorises PDNSW, its officers, employees, agents and advisors, to copy, adapt, modify, disclose or do anything else necessary at PDNSW's sole discretion, to all material (including material that contains any intellectual property rights of the Proponent or any other person) contained in the Proposal, for the purposes of evaluating and clarifying that Proposal.

6.7 CONFIDENTIALITY, DISCLOSURE OF DOCUMENTS AND PRIVACY

Details of all Proposals will be treated as "commercial-in-confidence". However, the level of confidentiality is subject to legislative reporting requirements and parliamentary obligations of disclosure. Additionally, third parties have legal rights to require information from Government including PDNSW under the *Government Information (Public Access) Act 2009*. Information pertaining to this EOI and subsequent processes may be required to be disclosed.

PDNSW may disclose details of Proposals to its technical advisors and representatives of other Government agencies to assist it during the evaluation of Proposals. All advisors are required to sign confidentiality agreements with PDNSW.

In accordance with the Government Information (Public Access) Act 2009, all contracts of \$150,000 incl. GST or greater are required to be disclosed.

6.8 MEDIA ANNOUNCEMENTS

The Government may hold a media conference or issue a media release to announce the result of the EOI or other matters relating to this Project.

Proponents are not to make any media statement or release or hold any media conference regarding their Proposal or the Project without the prior written consent of PDNSW. Any unauthorised release of information to the media by a Proponent may result in that Proponent being excluded from the remainder of the procurement process.

6.9 COST TO BE BORNE BY PROPONENTS

PDNSW will not be responsible for, or pay or reimburse, any costs, expense or loss which may be incurred by any Proponent:

- in the preparation of its Proposal, attending any meetings, providing any further information, or otherwise in connection with its participation in the call process; or
- as a result of any modification or termination of the call process.

6.10 CANVASSING

With the exception of the Contact Person, Proponents and their advisors must not contact any member of Property NSW's staff, elected members of the Commonwealth, State or Local Government or their staff, or staff of other Government agencies with a view to providing or requesting information in respect of any part of the Project, the EOI process or their Proposal, or attempting to support or enhance their prospect of being selected as a Preferred Proponent or nominated Successful Proponent. At the sole discretion of PDNSW, any unauthorised communication or attempted approach by a Proponent may lead to the Proponent's exclusion from both the EOI process and subsequent processes.

6.11 COLLUSION

Proponents, participants, and their officers, employees, agents and advisors must not engage in collusive or anti-competitive conduct or any other similar conduct with any other Proponent or any other person in relation to the preparation or lodgement of a Proposal. Evidence of such conduct may lead to the rejection of the Proposal(s) of all Proponent(s) involved.

6.12 CONFLICT OF INTEREST

Proponents and their respective officers, employees, agents and advisors must not place themselves in a position that does, or may, give rise to a conflict of interest (or potential conflict of interest) between the interests of PDNSW (on the one hand) and any other interests (on the other hand).

A Proponent must inform PDNSW as soon as it becomes aware that an actual or potential conflict of interest has arisen.

6.13 DISCLAIMER

To the extent permitted by law, Proponents will have no claim or right to appeal against PDNSW or the State of New South Wales arising out of the exercise, or failure to exercise, by PDNSW of any rights under this EOI, including as a result of delays to the EOI process, nor in relation to any matters arising out of or in connection with the EOI or latter stages of the Project.

This EOI does not, and does not purport to contain, all the information that interested parties and their advisors would desire or require in reaching decisions as to whether to lodge a Proposal. Proponents should prepare their Proposals based on their own investigations and determinations and should not rely on the information contained in this document.

PDNSW and its officers, employees, agents and advisors:

- a) are not, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided to Proponents;
- b) do not make an express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
- c) expressly disclaim any and all liability arising from all information provided to Proponents including, without limitation, errors in, or omissions contained in the information;
- d) except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors, or omissions from the EOI, any information provided to Proponents or arising from the negligence of PDNSW;
- e) do not represent that they apply any expertise which can be relied upon by a Proponent(s) or any other interested party;
- f) have no responsibility to inform Proponents of any matter arising, or to which they become aware, which may affect or qualify any information provided to Proponents in any way;

- g) accept no liability for any loss or damage suffered by Proponents or any other person as a result of a Proponent or other person, placing any reliance on the content of this EOI or any information provided to Proponents; and
- h) assume no duty of care or disclosure or fiduciary duty to Proponents or other interested party.

These requirements are in addition to, and do not limit obligations defined elsewhere in this EOI.

7.0 DEFINITIONS

AFL/HoA – Agreement for Lease / Heads of Agreement will be the transaction agreement to deliver the fit-out works prior to Lease Commencement.

Agency – NSW Government agency

Call Process – This EOI and further processes leading to the nomination of a Successful Proponent.

Closing Date and Time – The date and time stipulated in this EOI and as published on the NSW Government's eTendering website at www.tenders.nsw.gov.au.

Contact Person – The contact person nominated in this EOI and can be contacted at email address DT.CDA@property.nsw.gov.au

Expressions of Interest (EOI) – The invitation by PDNSW for Proponents to submit Proposals for the provision of office space.

Essential Requirements – Completion and inclusion of all Returnable Schedules and compliance with General Conditions.

NSW Government – The Government of the State of New South Wales and its departments, agencies, instrumentalities and other entities including but not limited to Property NSW, Housing & Property Group, DPIE.

NSW – New South Wales.

Project – Provision of commercial leasehold accommodation of the options for **6,000m²**, **9,000m²** and **up to 12,000m²** for occupation by the NSW Government and/or its operators.

Proponent – Each company, consortium or other entity that lodges a Proposal or intends to lodge a Proposal in response to this EOI.

Proposal – The Proposal lodged by a Proponent in response to this EOI.

Successful Proponents – Proponents that best demonstrate in their Proposal, to the satisfaction of PDNSW, their ability to meet the accommodation requirements identified within this EOI and subsequent negotiation process.

Unsuccessful Proponents – The Proponents that have not demonstrated, in the sole discretion of PDNSW, that their proposal meets the minimum criteria sought to enable the proponent to move to the RFT process. These proponents will be notified in writing and PDNSW's decision will be final.

8.0 RETURNABLE SCHEDULES

Proponents are required to complete all Returnable Schedules (being Schedules A to E).

It is the Proponent's responsibility to provide all the information necessary in a clear and precise form to articulate its Proposal. Proponents submitting more than one Proposal are required to submit a separate set of Schedules for each Proposal.

SCHEDULE A – PROPONENTS AUTHORISATION

Proponent's Authorisation	
Proponent's details	
Proponent's name:	[Insert response]
Australian Business Number (ABN):	[Insert response]
Address of registered office:	[Insert response]
Status (private company, listed company, trust etc):	[Insert response]
Particulars of directors and shareholders:	[Insert response]
Proponent's Officers – has any past or present officer of the Proponent been named in, or subject to any enquiry (public, non-public, Government or non-Government) or has been requested to appear before any such enquiry for any reason, if so please expand.	[Insert response]
<p>Note: Where a consortium is proposed the full details of each participant and the consortium structure including an organisation chart should be included, together with a declaration that the Proponent's authorisation in this Schedule represents the consortium.</p>	
EOI addenda received	
Please list here the number and names of EOI Addenda received and incorporated into this Proposal.	[Insert response]
Proponent's point of contact	
Contact name and position:	[Insert response]
Phone:	[Insert response]
Email:	[Insert response]
<p>The Proponent hereby submits a Proposal in response to the Property & Development NSW, Expression of Interest and agrees to be bound by all terms and conditions contained therein, including the Proposal remaining valid for a period of nine (9) months from the date of closure of this EOI.</p>	
Proposal authorised on behalf of the Proponent by:	
Name	[Insert response]
Position	[Insert response]
Date	[Insert response]

SCHEDULE B – CAPABILITY & CAPACITY (Pass/Fail)

Details the capability and capacity of the Proponent	
Financial capacity and funding availability of the Proponent to deliver the proposed accommodation.	
Outline sources of funding / funding structure, including if funding is committed or subject to conditions. Include; <ul style="list-style-type: none"> • Most recent Financial Statements outlining financial status of Proponent • Letter from financial institution or financier confirming funding available 	[Insert response]
Demonstrate management capacity to own and operate the accommodation proposed.	
Outline building management capacity / structure	[Insert response]
Provide details of at least three (3) other buildings of a similar scale to that proposed currently owned/managed by the Proponent.	
Address	[Insert response]
Client/Owner	[Insert response]
Proponents role	[Insert response]
Completion Date	[Insert response]
Project Value (\$A)	[Insert response]
PCA Building Grade	[Insert response]
Office NLA (m ²)	[Insert response]
Other NLA (m ²)	[Insert response]
Typical Floor Plate NLA (m ²)	[Insert response]
Tenant(s)	[Insert response]
Environmental Performance	[Insert response]
Major tenant referee	[Insert response]
Comments/Notes	[Insert response]
Demonstrate capacity to deliver the proposed accommodation (if new build or refurbishment of existing buildings is proposed).	
Outline delivery capacity / structure	[Insert response]
Provide details of at least three (3) other buildings of a similar scale that the Proponent has delivered in the past or is under construction (if new build or refurbishment of existing buildings is proposed).	
Address	[Insert response]
Client/Owner	[Insert response]
Proponents role	[Insert response]
Completion Date	[Insert response]
Project Value (\$A)	[Insert response]
PCA Building Grade	[Insert response]
Office NLA (m ²)	[Insert response]
Other NLA (m ²)	[Insert response]
Typical Floor Plate NLA (m ²)	[Insert response]
Tenant(s)	[Insert response]
Environmental Performance	[Insert response]
Major tenant referee	[Insert response]
Project governance structure	[Insert response]
Design & Construction team	[Insert response]
Construction duration	[Insert response]
Comments/Notes	[Insert response]

SCHEDULE C – DELIVERABILITY (Weighted)

Occupation is to occur as noted below, with early access provided for fit-out works

Details the deliverability of the proposed accommodation
Provide details of design and delivery team (if a new or refurbished building is proposed or if modifications required to a leased building).
<i>[Insert response]</i>
Provide an overview of statutory approvals and works required to be completed to provide the proposed accommodation (if any) and a status of each item.
<i>[Insert response]</i>
Provide a program of key milestone for delivery of proposed accommodation. Assume that a Lease will be executed for the proposed accommodation by 01 March 2021 .
<i>[Insert response]</i>
Provide details of risks that may affect the delivery program, likelihood of risks and mitigation measures to manage and minimise these risks.
<i>[Insert response]</i>
Innovation – provide details of any opportunities for value add to the design, delivery and operation of the project.
<i>[Insert response]</i>

SCHEDULE D – ACCOMMODATION (Weighted)

Details the proposed accommodation	
Ownership of proposed accommodation	
<p>Confirm that the Proponent is the registered owner of the property the proposed accommodation is to be provided:</p> <p>If not please provide details of any agreement that may be in place.</p>	[Insert response]
Site details	
Address	[Insert response]
Surrounding amenity	[Insert response]
Proximity to public transport	[Insert response]
Proposed building description including PCA Grade, nature of improvements, special features, drawings, etc.	<p><u>Note:</u> provide any drawings available as attachments.</p> <p>[Insert response]</p>
Nett Lettable Area proposed	[Insert response]
Brief description of floor plates including Nett Lettable Area, shape, configurations, internal stairs, column layout, access to natural light, etc.	<p><u>Note:</u> provide any drawings available as attachments.</p> <p>[Insert response]</p>
Density	Confirmation that the base building services, access and egress (including the emergency access and egress), amenity and facilities can support the required density of 1 per 8m ² .
Details of space available including furniture, fittings, age of equipment and/or vacant space	[Insert response]
Base building technology including telecommunication links	[Insert response]
Building services including electrical power supply UPS and generator – provide information on maintenance, age and upgrades.	[Insert response]
Detail if/how expansion space is able to be provided should Government's accommodation requirement increase	[Insert response]
Sustainability – base building requirements	[Insert response]

Facilities Management Strategy	<i>[Insert response]</i>
Ground floor activation	<i>[Insert response]</i>
Innovation Offer	<i>[Insert response]</i>
Infection Control Processes for facility management and workplace design	<i>[Insert response]</i>

SCHEDULE E – FINANCIAL OFFER (Weighted)

All costs listed within this schedule are to be exclusive of GST

Details of financial offer – 6,000m ² Requirement			
Lease Terms			
Lessor	[Insert response]		
Lessee	Property NSW or other enabled Government entity		
Net Lettable Area (NLA) / m ²	6,000m ²		
Lease Term	10 years, 12 years or 15 years [Choose response]		
Option Term	Two x 5 year options		
Date access is to be provided for fit out works to commence	[Insert response]		
Lease Commencement Date	01 March 2021		
Rent Commencement Date	[Insert response]		
Make good provision at lease expiry	No make good required		
Rent Structure	Net rent structure		
	10 years	12 years	15 years
Office net rent per m ² of NLA	[Insert response]	[Insert response]	[Insert response]
Office outgoings estimate per m ² of NLA	[Insert response]	[Insert response]	[Insert response]
Car parking spaces available (No.)	[Insert response]	[Insert response]	[Insert response]
Car parking space licence fee	[Insert response]	[Insert response]	[Insert response]
Car space levy	[Insert response]	[Insert response]	[Insert response]
Incentive to be provided to tenant, as a dollar figure (AU\$)	[Insert response]	[Insert response]	[Insert response]
Annual office rental and car parking licence fee increase	[Insert response]		
Office rental and car parking licence fee review at Options	Rent to be reviewed to market based on net effective rent which will have a +5% cap and a -5% collar		
Other	[Insert response]		

Details of financial offer – 9,000m² Requirement

Lease Terms

Lessor	[Insert response]		
Lessee	Property NSW or other enabled Government entity		
Net Lettable Area (NLA) / m ²	9,000m ²		
Lease Term	10 years, 12 years or 15 years [Choose response]		
Option Term	Two x 5 year options		
Date access is to be provided for fit out works to commence	[Insert response]		
Lease Commencement Date	01 March 2021		
Rent Commencement Date	[Insert response]		
Make good provision at lease expiry	No make good required		
Rent Structure	Net rent structure		
	10 years	12 years	15 years
Office net rent per m ² of NLA	[Insert response]	[Insert response]	[Insert response]
Office outgoings estimate per m ² of NLA	[Insert response]	[Insert response]	[Insert response]
Car parking spaces available (No.)	[Insert response]	[Insert response]	[Insert response]
Car parking space licence fee	[Insert response]	[Insert response]	[Insert response]
Car space levy	[Insert response]	[Insert response]	[Insert response]
Incentive to be provided to tenant, as a dollar figure (AU\$)	[Insert response]	[Insert response]	[Insert response]
Annual office rental and car parking licence fee increase	[Insert response]		
Office rental and car parking licence fee review at Options	Rent to be reviewed to market based on net effective rent which will have a +5% cap and a -5% collar		
Other	[Insert response]		

Details of financial offer – 12,000m² Requirement

Lease Terms

Lessor	[Insert response]		
Lessee	Property NSW or other enabled Government entity		
Net Lettable Area (NLA) / m²	12,000m²		
Lease Term	10 years, 12 years or 15 years [Choose response]		
Option Term	Two x 5 year options		
Date access is to be provided for fit out works to commence	[Insert response]		
Lease Commencement Date	01 March 2021		
Rent Commencement Date	[Insert response]		
Make good provision at lease expiry	No make good required		
Rent Structure	Net rent structure		
	10 years	12 years	15 years
Office net rent per m ² of NLA	[Insert response]	[Insert response]	[Insert response]
Office outgoings estimate per m ² of NLA	[Insert response]	[Insert response]	[Insert response]
Car parking spaces available (No.)	[Insert response]	[Insert response]	[Insert response]
Car parking space licence fee	[Insert response]	[Insert response]	[Insert response]
Car space levy	[Insert response]	[Insert response]	[Insert response]
Incentive to be provided to tenant, as a dollar figure (AU\$)	[Insert response]	[Insert response]	[Insert response]
Annual office rental and car parking licence fee increase	[Insert response]		
Office rental and car parking licence fee review at Options	Rent to be reviewed to market based on net effective rent which will have a +5% cap and a -5% collar		
Other	[Insert response]		

Parent Company Guarantee/Security

Attach details of who will guarantee the Proponent's obligations under the Lease. If no parent company guarantee is available, insert details of alternative security to be provided in respect of the completion obligations. Note: preference will be given to parties who can provide a parent company guarantee from a substantial entity.

[Insert response]