



The Office of Sport Invites

Expression of Interest

Major Sponsorship for Olympic Sport Venues

OOSCS1718012A

Part A – Overview and Conditions of Participation

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For the purposes of this EOI, all inquiries should be directed to the Contact Officer specified in the Conditions of Participation (EOI - Part B).

EXPRESSION OF INTEREST DISCLAIMER

The Office of Sport, 'the Office' is not committed contractually or in any other way to respondents to this Expression of Interest (EOI) request or to any other party. The issuing of this EOI does not commit or otherwise oblige the Office to proceed with any further part or steps of the EOI process or negotiate with any respondents to the EOI process.

Whilst the information contained in this EOI has been formulated with all due care, the Office does not warrant or represent that the information is free from any errors or omissions.

The information is made available on the understanding that the Office and its respective employees and agents shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

All interested parties to this EOI are encouraged to undertake all necessary independent research in preparation of their responses.

Specific inquiries or issues about this EOI should be directed to the Contact Office as defined in clause 4 of the Overview.

All enquiries should in the first instance be directed to tenders@sport.nsw.gov.au

CONCERNS AND COMPLAINTS

It is in the interest of the NSW Government to ensure that industry and the marketplace is given every opportunity to win Government contracts or agreements. Should any entity or organisation feel that it has been unfairly excluded from responding or unfairly disadvantaged by the Overview and Conditions (Part A) of this PQS, or the Statement of Requirements (Part B), it is invited to write to:

Director, Finance and Procurement

Office of Sport
Level 3, Building B
6 Figtree Drive,
Sydney Olympic Park
NSW 2127

Alternatively, you can contact the Office of Sport during normal business hours and ask to speak with the Director, Finance and Procurement on (02) 8754 7900



Expression of Interest - Major Sponsorship Olympic Sport Venues

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EXPRESSION OF INTEREST - PART A – OVERVIEW (Section 1)

1 Outcomes

- 1.1** This Expression of Interest (“EOI”) is made by the NSW Office of Sport (‘the Office’) for Major Sponsorship of the three Olympic Sport Venues;
- i. Sydney International Equestrian Centre
 - ii. Sydney International Regatta Centre
 - iii. Sydney International Shooting Centre
- 1.2** The Office is responsible for the management of the EOI process, through its Finance and Procurement Branch. This EOI is a first stage of a two stage competitive bid process.
- i. Stage 1 being an EOI to short list respondents that demonstrate an attractive and valued proposition to the NSW Government in relation to Major Sponsorship for one, two or all three Olympic Sport Venues and
 - ii. Stage 2 being a detailed Selective Request for Proposal (SRFP) together with direct negotiations with one, two or three short listed respondents.
- 1.3** The Office is seeking EOI responses from interested entities for a Major Sponsorship Agreement (the ‘Licence’) that is fully inclusive of naming rights for one, two or all three Olympic Sport Venues. This is an open and competitive process that will allow the OoS to competitively test the market and recommend a Major Sponsor or Sponsors for the Olympic Sport Venues.
- 1.4** The key outcome of this competitive bid process is to achieve maximum commercial benefits for the Olympic Sport Venues through major sponsorship with exclusive naming rights opportunities and to establish a long term Licence that is low risk, highly reputable and commercially viable at all times to all parties.
- 1.5** Any Licence that may be formed from the second stage of this procurement process (SRFP) will be executed by the Office on behalf of the State of New South Wales.

2 Background

- 2.1** The Office of Sport (‘the Office’) is an executive agency related to the Department of Industry. The Office’s vision is to deliver a vibrant and valued sport and active recreation sector that enhances the lives of the people of NSW.
- 2.2** The Office directly manages three Olympic Sport Venues, 11 Sport and Recreation Centres and seven Office premises across the State of NSW.
- 2.3** The three Olympic Sport Venues included in this opportunity are:
- i. [Sydney International Equestrian Centre](#)
 - ii. [Sydney International Regatta Centre](#)
 - iii. [Sydney International Shooting Centre](#)
- 2.4 Purpose of this Expressions of Interest**
- 2.5** The aim of this request for Expressions of Interest (EOI) is to:
- a) inform the market of opportunities for major sponsorship including naming right across the three Olympic Sport Venues.
 - b) conduct an competitive process that allows the Office to test the market in an open and transparent manner in order to evaluate, shortlist and select the most valued sponsorship proposition(s) for the Office for the three Olympic Sport Venues.



Summary of Requirements

- 2.6** This EOI is for a competitive bid process for exclusive Major Sponsorship Licence (including naming rights) for one, two or all three Olympic Sport Venues.
- 2.7** Interested parties are invited as part of the Stage 1: EOI process to detail their corporate values, interest and level of intended sponsorship across the Olympic Sport Venues.
- If short-listed, Stage 2: SRFP, will invite shortlisted respondents to clearly detail their offer in accordance with a Draft Licence to then proceed to undertaking direct negotiations with the Office of Sport.
- 2.8** As part of the Expression of Interest response (Part C), respondents can state their interest in one, two or all the Olympic Sport Venues on offer.
- 2.9** The Office will only consider interested parties who are highly reputable legal entities that align with the Office's core values and visions. The Office will NOT consider a Major Sponsorship Licence at in any way aligns with the tobacco, alcohol, gambling or any company that may place the NSW Government into disrepute.
- 2.10** The Major Sponsorship is defined as and includes the following:
- a) Exclusive Naming Rights for one or more Venues;
 - b) Exclusive Naming Rights Olympic Sport Venues owned events;
 - c) Non-exclusive signage/banners and advertisement at Venue, buildings, pavilions, grandstands and meeting rooms;
 - d) Non-exclusive signage and advertisement at stables, ranges, lakes and green fields;
 - e) Non-exclusive signage and advertisement scoreboards, signage boards, flag poles, vehicles and uniforms;
 - f) Exclusive Branding and Logo on NSW Office of Sport Venue webpages, subsites, domain names, monthly enews letters and collateral of the Venues;
 - g) Exclusive Branding and Logo on the Venues Facebook Page.
- 2.11** The Naming Rights Sponsorship does NOT include:
- a) Exclusive Naming Rights or Sponsorship for Office of Sport Hirer Events.
 - b) Exclusive Product or Brand Endorsement
 - c) Association with the Australian or International Olympic Committees, Commonwealth Games, state, national or world championship or quota competition events. Association with the Olympic rings where displayed at the Olympic Sports Venues.
- 2.12** The successful Licensee(s) following stage 2, SRFP along with direct negotiations will be required to adhere to any future terms and conditions as stipulated in a formal Agreement with the Office.
- 2.13** **Licence Period**
- The proposed Licence Period will be a three-year fixed period, with a three-year extension option to be exercised at the sole discretion of the Office. Under any Licences resulting from this process, the Office will have and maintain the right to re-enter negotiations with one or more Licensees to establish a new Licence or approve further extensions of a Licence Period (beyond the initial six years) if it is of value and interest of the NSW Government to do so.
- 2.14** **NSW Government Requirements**
- The successful respondent must comply with the codes, guidelines, and standards listed in the [NSW Government Code of Practice for Procurement](#) as part of the sourcing process.



3 EOI Process

3.1 Provisional EOI Program

Below is the Office's provisional EOI program. The Office may, at its absolute discretion, amend the provisional EOI program.

Milestone	Dates
EOI Published	Tuesday, 21 November 2017
EOI Close Date and Closing Time	Wednesday, 17 January 2018 at 10.00am (AEST)
Estimated Date(s) for return correspondence with successful shortlisted respondents and unsuccessful respondents as part of the EOI process.	January/February 2018
Selective Request for Proposal/Direct Negotiation Process	February 2018
Negotiation and Awarding of Licence Agreement	February 2018
Licence Commencement Date	March 2018

4 Contact Officer

- 4.1 Respondents should refer all requests for information regarding this EOI opportunity to the Contact Officer:

Contact Officer: Matt Adamson, A/Business Development Manager

Email: tenders@sport.nsw.gov.au

Phone: (02) 8754 7990 (during normal business hours)

- 4.2 Any information given to an interested party or respondent to clarify any aspect of this EOI will also be given to all other respondents if in the Office's opinion the information would unfairly favour the inquiring respondent over other respondents.

5 Response Format

- 5.1 The Response (Part C) is to be provided in Microsoft Word (.docx) format.
- 5.2 Respondents are required to submit the EOI Response in Part C.
- 5.3 Submission of any additional attachments, for example supporting appendices, schedules, documentation are to be clearly itemised and referenced within the relevant Part C EOI Response. All supporting attachments, appendices, or supporting documentation which are to be cross references to the sections of the EOI to which they relate, should be clearly labelled to allow for ease of assessment by the evaluation panel.
- 5.4 **EOI Structure**
- 5.5 **Interpretation**
- Definitions of terms used in Parts A to C are contained in clause 1 of Section 2 of this Document.



5.6 This EOI comprises 3 Parts as follows:

Part A - Overview and Conditions of Participation

This is an executive summary of the main outcomes, objectives, offer and expectations for the Statement of Requirements. It provides interested parties to this opportunity with information to make an informed decision on whether to respond.

The Conditions of Participation provides the terms, conditions and processes governing the EOI process.

Part B - Statement of Requirements and Offer

This is a detailed description of the requirements for the Licence in addition with the Offer under the Licence.

Respondents should retain Parts A and B. Part C, once completed, forms the EOI and is to be submitted in accordance with Parts A and B.

Part C - Response

This is the response schedule which is required by the Office to evaluate the respondents' submissions.

5.7 The EOI comprises of the following Appendix/Schedules:

Appendix A – Olympic Sport Venues Site maps and signage opportunities,

Appendix B – Olympic Sport Venues Event Calendar

Appendix C – Olympic Sport Venues Media Monitor Report

Appendix D – Western Sydney Marathon

Appendix E – Sample Marketing and Newsletters



EXPRESSION OF INTEREST - PART A – CONDITIONS OF PARTICIPATION (Section 2)

7 Definitions

Unless the context indicates otherwise, the following terms, where used in Parts A-C of this EOI, shall have the meanings set out below.

“ABN” means an Australian Business Number as provided in GST law.

“Addendum” means an addition to this EOI made by the Office before Closing Date and Closing Time.

“Agreement” means the agreement entered into by the successful respondent(s) and the Office following all stages of the competitive bid process;

“Agreement Fees and Charges” means a financial payment to the Olympic Sport Venues.

“Alternative Response” means a Non-Conforming Response that is intended to offer a different method of meeting the object and intent of the requirement.

“Closing Date and Closing Time” means the closing date and closing time for receipt of responses specified in the cover sheet of this EOI.

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular EOI. The Code can be viewed and downloaded from: <http://www.procurepoint.nsw.gov.au/policies/nsw-government-procurement-information>

“Conforming Response” means a response that conforms in all material aspects to:

- a) the Statement of Requirements;
- b) other Parts of this EOI; and
- c) is in the prescribed form.

“Good Corporate Citizen” means is a recognition that a business, corporation or business-like organisation, has social, cultural and environmental responsibilities to the community in which it seeks to operate, as well as economic and financial ones to its shareholders or immediate stakeholders

“GST” means Goods and Services Tax and has the same meaning as in the GST Law.

“GST Law” means any law imposing a GST And includes A New Tax System (Goods & Services Tax) Act 1999 (C'th) or if that Act does not exist, means any Act imposing, or relating to a GST and any regulation made under those Acts.

“GST Free Supplies” and **“Input Taxed Supplies”** have the same meaning as in the GST Law.

“Hirer” means an external company, event or group who has paid to hire the facility or has a hire agreement in place to hire the facility.

“In Kind” means free of charge product(s) and/or services that are supplied as part of the sponsorship and contribute to the operations of the Olympic Sport Venues or one or more of its owned events.

“Licence” means the agreement with the major sponsor entered into between the successful respondent(s) and the Office following the competitive bid process

“Licence Fees” means a financial payment to the Olympic Sport Venues for the major sponsorship

“Licensee or Major Sponsor” means the successful entity or organisation that has been awarded a Licence in return for Licence Fee Payment and/or In Kind Sponsorship at an Olympic Sport Venue.

“Licensee Representative” means the Major Sponsor's authorised employee, agent that has the responsibility to oversee the Licence and work alongside and meeting with the Office on a monthly basis and make business decisions in relation to the Licence.



“Major Sponsorship” means and includes

- a) Exclusive Naming Rights for one or more Venues;
- b) Exclusive Naming Rights Olympic Sport Venues owned events;
- h) Non-exclusive signage/banners and advertisement at Venue, buildings, pavilions, grandstands and meeting rooms;
- i) Non-exclusive signage and advertisement at stables, ranges, lakes and green fields;
- j) Non-exclusive signage and advertisement scoreboards, signage boards, flag poles, vehicles and uniforms;
- k) Exclusive Branding and Logo on NSW Office of Sport Venue webpages, subsites, domain names, monthly e-newsletters and collateral of the Venues;
- l) Exclusive Branding and Logo on the Venues Facebook Page.

The Naming Rights Sponsorship does NOT include:

- d) Exclusive Naming Rights or Sponsorship for Office of Sport Hirer Events.
- e) Exclusive Product or Brand Endorsement
- f) Association with the Australian or International Olympic Committees, Commonwealth Games, state, national or world championship or quota competition events. Association with the Olympic rings where displayed at the Olympic Sports Venues.

“Non-Conforming Response” means a response that does not conform in all material aspects to:

- (a) the Statement of Requirements and Offer;
- (b) other Parts of this EOI;
- (c) the prescribed form.

“Office” and **“OoS”** means the NSW Office of Sport and its successors in function;

“Statement of Requirements and Offer” means the detailed description of the Major Sponsorship arrangement and parameters as contained in this document, Part B. Statement of Requirements and Offer

8 Response Preparation

8.1 Respondents to inform itself

Before submitting its response, a respondent must:

- 8.1.1 Examine all information relevant to the risks and contingencies and other circumstances having an effect on its response; and

Satisfy itself:

- a) that the response is correct; and
- b) that the response is financially and practically viable.

9 Eligibility of Response

9.1 Legal Entity of Respondent

- 9.1.1 Responses must be submitted by a legal entity the capacity to contract. The Office will only enter into a Licence with a legal entity.
- 9.1.2 The Office may ask a respondent to provide evidence of its legal status or capacity to contract. If responses from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

9.2 Financial Capability of the Respondent

- 9.2.1 The Office reserves the right to reject any response if the Office judges the respondent not to have appropriate financial capability to contract.
- 9.2.2 Where the Office forms the view that the respondent does not have the appropriate financial capability, the Office reserves the right to make acceptance of any response conditional upon



the respondent entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Office.

9.3 ABN Requirements

- 9.3.1 The Office will not enter into an Agreement with a company that does not have an Australian Business Number/Australian Company Number and is not registered for GST. Respondents to this opportunity should be registered for GST and state their ABN in their response.
- 9.3.2 Responses that do not have an ABN and/or are not registered for GST, such as respondents commencing business in Australia, may be considered at the Office's discretion if the respondent demonstrates that it will obtain an ABN and GST registration before entering into an Agreement with the Office. Such respondents must state how and when they intend to obtain an ABN and register for GST in their response.

10 Response Process

10.1 Contact Officer

Any information given to a respondent to clarify any aspect of this EOI will also be given to all other respondents, if in the Office's opinion, the information would unfairly favour the inquiring respondents over other respondents.

Respondents must not contact:

- a) any other authority, agency or Department of the NSW Government, or
- b) any elected representative of the NSW Parliament;

to discuss this EOI, the preparation of a Response or any other element of their participation in the process for this EOI. Any inappropriate contact, solicitation, lobbying or canvassing of any parties as stated in (a) to (b) above, including employees of the Office may lead to immediate exclusion from the selection process. A breach of this section shall be determined at the sole discretion of the Office.

10.2 Conformity of Responses

- 10.2.1 The Office seeks Conforming responses.
- 10.2.2 Non-Conforming responses may be excluded from the response process without further consideration at the sole discretion of the Office.

10.3 Alternative Responses

Respondents may, if they choose, submit an Alternative Response. An Alternative Response must be clearly marked "Alternative Response".

10.4 Prescribed Form of Response

The Response, including any Alternative Response, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be clearly labelled to identify those clauses of the EOI to which they relate.

10.5 Submission of Responses

- 10.5.1 Responses and other information provided in the response are to be in writing and in English. References to costs or prices must be in Australian dollars.
- 10.5.2 Respondents must complete all of Part C of this EOI, as directed and must not amend any of the questions provided.
- 10.5.3 Respondents should notify the Contact Officer in writing on or before the closing date and closing time if they find any discrepancy, error or omission in this EOI.
- 10.5.4 All responses must be provided electronically, in either Microsoft Word or PDF forms.
- 10.5.5 When submitting an electronic response with supporting items:
- a) The complete response, including the supporting items must be submitted by the closing date and closing time, and



- b) Supporting items provided by the respondent in support of its response but excluding printed material, should be clearly designated as supporting items to the EOI to which they relate.
- 10.5.6 Respondents must ensure that all Excel or Word attachments can be opened and viewed by Microsoft Excel 2010 or Microsoft Word 2010.
- 10.5.7 It is recommended that electronic files be kept as small as practical and the lodgement files below 7 MB, as the limitations of the Internet and communications may affect the successful transmittal and receipt of large files.

10.6 Response Lodgement

- 10.6.1 Responses must be fully received by the Closing Date and Closing Time.
- 10.6.2 A Response must be lodged into the designated secure response box/es, and must be submitted electronically to the electronic tender box for this EOI via the NSW eTendering website at: <https://tenders.nsw.gov.au>. (respondents should log in as a system user, locate the web page for this EOI and follow the on screen instructions to lodge the response).
- 10.6.3 The lodgement can only be made by a registered system user of the NSW Government eTendering system.

10.7 Electronic Responses

- 10.7.1 A response submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given the appropriate level of confidentiality, probity and attention.
- 10.7.2 A respondent, by electronically lodging a response, is taken to have accepted conditions shown in the Conditions and Rules on the [NSW e Tendering website](#)
- 10.7.3 The files containing the respondent's response must be up-loaded through the website to the NSW Government eTendering system. Access to the up-loading process is through the blue "Lodge a Response" link, followed by the steps and instructions on the NSW eTendering website and any instructions which may have been supplied with the EOI documents, advertisement, or invitation.
- 10.7.4 All respondents must observe the following format for lodgements:
 - a) An electronically lodged response must be lodged in a file format required by the EOI.
 - b) If a respondent compresses files, it must be possible to decompress them using WinZip. A respondent must not submit self-extracting (*.exe) zip files.
 - c) A respondent must not change pre-existing text in the EOI other than to insert the required information.
 - d) The file/s name/s must have an extension and not have invalid characters or file names/loading pathnames too long for the system.
- 10.7.5 Signatures are not required for an electronic response. A respondent must ensure that a response is authorised by the person or persons who may do so on behalf of the respondent and appropriately identify the person and indicate the person's approval of the information communicated.
- 10.7.6 Electronically submitted responses may be made corrupt or incomplete, for example by computer viruses. The Office may decline to consider for acceptance a response that cannot be effectively evaluated because it is incomplete or corrupt. Respondents must note that:
 - a) To reduce the likelihood of viruses, a respondent must not include any macros, applets, or executable code or files in a response, and
 - b) Electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 10.7.7 The Office will not be responsible in any way for any loss, damage or corruption of electronically submitted responses.



- 10.7.8 If a respondent experiences any persistent difficulty with the e tendering website in submitting a response or otherwise, it is encouraged to advise the Contact Officer promptly in writing:
- a) If there is an extended defect or failure of the eTendering system and the Office is advised, the response Closing Date and Closing Time may be extended provided that, in the view of the Office, the EOI process will not be compromised by such an extension.
 - b) Responses must be fully received by the Closing Date and Closing Time.
- 10.7.9 Respondents may break down the lodgement of large responses into smaller packages if clearly identified e.g. package 1 of 3; 2 of 3; 3 of 3.
- 10.7.10 If a respondent provides multiple lodgements, the latest response received will be the response to be evaluated unless the respondent provides clear directions to whether the lodgement is:
- a) an alternative response;
 - b) supporting information;
 - c) a further part of a response that has had previous lodgement.

10.8 Late Responses

Responses must be lodged to the NSW eTendering system by the Closing Date and Closing Time. Late responses will not be considered, except where the Office is fully satisfied that the integrity and competitiveness of the process will not be compromised.

Where the cause of the late lodgement was due to force majeure, the respondent must clearly provide evidence of the circumstances to the satisfaction of the Office. It is the sole responsibility of the respondent to provide suitable evidence of the force majeure in a timely manner.

The Office shall not penalise any interested party whose response is received late if the delay is due solely to mishandling by the Office.

10.9 Extension of Closing Date and Closing Time

The Office may, in its discretion, extend the Closing Date and Closing Time.

10.10 Corruption or Unethical Conduct

Respondents must comply with the requirements of the NSW Office of Sport - Statement of Business Ethics. A respondent must disclose any conflicts of interests (perceived or actual) in Part C.

If a respondent, or any of its officers, employees, agents or sub-contractors is found to have:

- a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Office or the NSW Government in connection with this EOI or the submitted Response;
- b) Committed corrupt conduct in the meaning of the Independent Commission Against Corruption Act 1988; or
- c) A record or alleged record of unconscionable and unethical behaviour; or has not complied with the requirements of NSW Office of Sports Statement of Business Ethics.

this may result in the response not receiving further consideration.

The Office may, in its discretion, invite a respondent to provide written comments (i.e. clarification) within a specified time before the Office excludes the respondent on this basis.

If the Office becomes aware of improper conflict of interest by a successful respondent after the Licence has been executed, then the Office reserves the right to terminate the Licence.

10.11 Code of Practice for Procurement

- 10.11.1 In submitting its response, the respondent signifies agreement to comply with the Code.



- 10.11.2 Failure to comply with the Code may be taken into account by the Office when considering the respondents response or any subsequent response, and may result in the response being passed over.

- 10.11.3 Code of Practice - <http://www.procurepoint.nsw.gov.au/policies/nsw-government-procurement-information>

10.12 Addenda to EOI

- 10.12.1 If, for any reason the Office, at its sole discretion, requires the EOI to be amended before the Closing Date and Closing Time, an addendum will be issued.
- 10.12.2 In each case, an Addendum becomes part of the EOI.
- 10.12.3 During the response period the Office may issue addenda altering the EOI. In such cases, it is the obligation of the respondent to verify if any addenda were issued prior to closing date, even if a response has already been submitted.
- 10.12.4 Respondents must check the web site address <https://tenders.nsw.gov.au/> and download the Addendum.

10.13 Respondents Costs

The respondent acknowledges that the Office will not be liable to it for any expenses or costs incurred by it as a result of its participation in this EOI, including where the EOI has been discontinued.

10.14 Custody of Responses after Receipt

- 10.14.1 On receipt of responses lodged electronically to the NSW Government eTendering system, responses are encrypted and stored in a secure “electronic tender box.”
- 10.14.2 For reasons of probity and security, the Office and its agent are prevented from interrogating the electronic response box to ascertain whether responses have been received or for any reason, until after the Closing Date and Closing Time.
- 10.14.3 The e-mail receipt that is sent to a system user lodging the response after successfully lodging the response electronically to the NSW Government eTendering system is the only evidence of response lodgement provided.

10.15 Ownership of Responses

- 10.15.1 All responses become the property of the Office on submission.
- 10.15.2 The Office may make copies of the responses for any purpose related to this EOI.

10.16 Discontinuance of Response Process

Where the Office determines that proceeding with the EOI would not be in the public interest or of value to the NSW Government, the Office reserves the right to discontinue the EOI process at any point, without making a determination regarding acceptance or rejection of responses.

10.17 Variations to Responses

- 10.17.1 At any time after the Closing Date of responses and before any response received in response to this EOI is accepted, a respondent may, subject to clause 11.17.2, vary its response:
- a) by providing the Office with further information by way of explanation or clarification;
 - b) by correcting a mistake or anomaly; or
 - c) by documenting agreed changes to the response negotiated with the Office as part of a short listing process.
- 10.17.2 Such a variation may be made either:
- a) at the request of the Office, or
 - b) with the consent of the Office at the request of the respondent; but only if,



- a) in the case of variation requested by the respondent under clause 11.17.2a)-b), it appears to the Office reasonable in the circumstances to allow the respondent to provide the information or correct the mistake or anomaly; or
 - b) in the case of variation under clause 11.17.1c), the Office has confirmed that the documented changes reflect what has been negotiated and agreed.
- 10.17.3 If a response is varied in accordance with clause 11.17.1a) or b), the Office will provide all other respondents whose responses have similar characteristics with the opportunity to vary their responses in a similar way.
- 10.17.4 A variation of a response under clause 11.17.1 will not be permitted if in the Office's view:
- a) it would substantially alter the original response; or
 - b) in the case of variation under clause 11.17.1(a) or (b), it would result in the revising or expanding of a response in a way that would give a respondent an unfair advantage over other respondents.

11 Evaluation Process

11.1 Evaluation Process

- 11.1.1 Responses will be assessed against the evaluation criteria listed below
- 11.1.2 Information supplied by the respondent in Part C will contribute to the assessment against each criterion. Respondents are advised to respond clearly to all evaluation criteria listed in this EOI
- 11.1.3 Responses that do not include a fully completed Part C, in particular those responses which do not contain sufficient information to permit a proper evaluation to be conducted, or an electronic response that cannot be effectively evaluated because the file has become corrupted, may be excluded from the evaluation process without further consideration at the Office's discretion.
- 11.1.4 The Office may assess an Alternative Response against the evaluation criteria.

11.2 Evaluation Criteria

- 11.2.1 EOI responses will be assessed (and shortlisted) against the following criteria:
- Mandatory Compliance with Part A, Overview and Conditions of Participation.
 - Mandatory Compliance with Part B, Statement of Requirements and Offer;
 - Mandatory Compliance with Part C, Response Documents;

Responses that have met the above Mandatory Criteria will be assessed against the following Evaluation Criteria (shown in no particular order):

- Respondents overarching alignment to the NSW Office of Sport's values, including their objectives of Major Sponsorship Licence. This will be weighted at 10% as part of the evaluation process.
- Respondents projected investment and approach to the Major Sponsorship Offer, whether cash (Licence Fee) or a combination of "In-Kind" and cash is being proposed. ***Respondents should note that the financial investment of the sponsorship (Licence Fee) will be valued higher than "In-Kind" sponsorship. This will be weighted at 70% as part of the evaluation process.
- Respondents capability to attract new business/events, support business development to the Olympic Sport Venues this includes any value added initiatives and innovations under the Major Sponsorship Licence. This will be weighted at 20% as part of the evaluation process.

11.3 Presentations by Respondents, Reference Checks and Mystery Shops

The Office may in its discretion and as part of the evaluation process:



- a) request and conduct interviews with a respondent's proposed personnel (as per its service approach and methodology);
- b) request a small or reasonable test sample or samples of a product/s, substance or material for testing. Any such sample would be paid for by the Office on satisfactory delivery and not returned to the respondent.
- c) make a purchase of product/s, goods, substance or material for testing and validation. Any such sample would be paid for by the Office on satisfactory delivery;
- d) request a sample of a product/s, goods, substance or material for review that would be returned to the respondents in good condition or working order following the evaluation process. A respondent shall be prepared to make any such reasonable request at its own cost;
- e) request a demonstration of their product/s, goods, substance or material or services. A respondent shall be prepared to make any such reasonable demonstration at its own cost;
- f) inform the respondent/s that it will be conducting planned or unplanned site visits (mystery shops) to review services. Such reviews will be carried out to validate the respondent's claims including their capability, capacity, approach, methodology or innovation. Any such site visits will be formally documented by the Office;
- g) make presentations regarding its response, the respondent shall be prepared to make any such presentations at its own cost

Conducting any process or processes as outlined in section 11.3 in no way represents a commitment by the Office to accepting any aspect of a respondent's response.

All information obtained during the course of product tests, reviews, demonstration or presentation or site inspection may be taken into consideration in the evaluation of responses.

11.4 Acceptance or Rejection of Responses

- 11.4.1 The Office may assess an Alternative Response against the assessment criteria.
- 11.4.2 The Office expressly reserves the right to accept, in its discretion, either or both of the following:
 - a) Any Alternative Response or part of an Alternative Response, where submitted with a Conforming Response; and
 - b) Any other Non-Conforming Response or part of a Non-Conforming Response (not, in either case, being an Alternative Response or part of an Alternative Response) that, in the Office's opinion, is substantially a Conforming Response.
- 11.4.3 If the Office rejects all the responses received it may invite fresh responses based on the same or different criteria (specifications and details contained in Alternative Responses will not be used as the basis for the calling of new responses).

11.5 Exchange of Information between Government Agencies

- 11.5.1 Lodgement of a response will itself be an authorisation by the respondent to the Office to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the respondent's performance on any contract/licence/agreement that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective response lists, expressions of interest or the award of a facility use agreement or termination of a facility use agreement.
- 11.5.2 The provision of the information by the Office to any other NSW Government agency is agreed by the respondent to be a communication falling within section 30 of the Defamation Act 2005 (NSW), and the respondent shall have no claim against the Office and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the respondent arising out of the communication



- 11.5.3 In the evaluation of responses, the Office may take into account any information about the respondent that the Office receives from any source.
- 11.5.4 In the avoidance of doubt, information that may be collected, exchanged and used in accordance with this provision includes “personal information” about the respondent for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a response will be an authorisation by the respondent to the Office to collect such information from third parties, and to use and exchange such information in accordance with this clause.

12 Notification of Short-listing

No Respondents shall be deemed to have been short-listed until the respondent has been notified of such by the Office in writing.

13 Disclosure Information

- 13.1 Following the Office's decision, all respondents will be notified in writing of the outcome of this EOI process and their EOI response.
- 13.2 Details of a response and the outcome of the response process will be disclosed in accordance with the Government Information (Public Access) Act (NSW) 2009 and the Premier's Memorandum 2007-01.
- 13.3 An outline of these requirements can be found at [NSW Procurepoint by clicking this hyperlink](#)

14 Complaints Procedure

It is the NSW Government's and the Office of Sports objective to ensure that industry and the marketplace is given every opportunity to win Government contracts or agreements. Should any entity or organisation feel that it has been unfairly excluded from responding or unfairly disadvantaged by the Overview and Conditions (Part A) of this EOI, or the Statement of Requirements and Offer (Part B), it is invited to write to:

Director, Finance and Procurement

Office of Sport
Level 3, Building B
6 Figtree Drive,
Sydney Olympic Park
NSW 2127

Alternatively, you can contact the Office of Sport during normal business hours and ask to speak with the Director, Finance and Procurement on (02) 8754 7900

