

**REQUEST FOR
EXPRESSIONS OF INTEREST FOR LAND FOR COMMUNITY HOUSING
AND
PROPOSALS FOR FINANCIAL ASSISTANCE FOR AFFORDABLE RENTAL**

ISSUE DATE: 7 NOVEMBER 2024

CLOSING DATE: 21 JANUARY 2025

CLOSING TIME: 2.00PM AEDT

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PART A – OVERVIEW

1. OPPORTUNITY

- (1) The Territory and Suburban Land Agency (**SLA**) are issuing this Request for Expressions of Interest for Land for Community Housing and Request for Proposals for Financial Assistance for Affordable Rental (**Request**).
- (2) As part of the 2024-25 Budget, the ACT Government increased the Affordable Housing Project Fund by \$20 million to provide further support for affordable rental projects.
- (3) In accordance with the [Indicative Land Release Program 2024-25 to 2028-29](#), SLA is making available Block 4 Section 23 Moncrieff and Block 4 Section 235 Gungahlin (**Blocks**) for direct sale to Community Housing Providers (**CHPs**).
- (4) Only entities that are CHPs registered under the National Regulatory System for Community Housing (**NRSCH**) can purchase the Blocks. This includes Aboriginal Community-Controlled Organisations (**ACCOs**) that are also CHPs and ACCO-led consortia which include a CHP as the entity that will purchase the Blocks.
- (5) ACCOs will be given priority in evaluation of this Request. ACCOs must meet the Clause 44 definition found in the Closing the Gap agreement as well as demonstrate they operate and/or provide service delivery in the ACT or Canberra Region.
- (6) ACCOs who are not CHPs or part of a consortium with a CHP, are Eligible Organisations for Financial Assistance for their Own Site but are not able to purchase the Blocks.
- (7) This Request is seeking Responses from:
 - a. Eligible Respondents that include:
 - i. expressions of interest from CHPs, including ACCO-led consortia (where a CHP is the entity that will purchase the Blocks), for the purchase of one Block, or both of the Blocks (requiring two separate Response forms) which may or may not be seeking Financial Assistance; and
 - ii. proposals from CHPs or ACCO-led consortia (where a CHP is the entity that will purchase the Blocks) seeking Financial Assistance (including for the purchase of one Block or both of the Blocks (requiring two separate Response forms), if the Minimum Number of Affordable Rental Dwellings is to be delivered on the Blocks).
 - b. Eligible Organisations that include:
 - i. proposals seeking Financial Assistance for the use or development of their Own Site (identified by Respondents, where the current or future Crown Lessee must either be the sole Respondent or be part of a consortium); and
 - ii. proposals seeking Financial Assistance to purchase their Own Site, where there is evidence demonstrating an exclusive right for the Respondent to purchase the identified site, such as through an Option Agreement, Option Deed or exchanged Contract for Sale.
- (8) All Responses seeking Financial Assistance must be seeking to deliver at least the Minimum Number of Affordable Rental Dwellings for a period of at least 15 years, with exemption to the requirement available for Responses that demonstrate exceptional value to the Territory (measured through competitiveness of the score of the Weighted Assessment Criteria).
 - a. The Minimum Number of Affordable Rental Dwellings is the construction and operation of at least 10 dwellings *and* at least 15 per cent of Development Dwellings, over a period of at least 15 years.
- (9) This Request is subject to the Terms and Conditions set out in Part E.

2. PRICE OF BLOCKS

- (1) The Price of each Block is:
 - a. Block 4 Section 235 Gungahlin: \$2,470,000.00 (including GST).
 - b. Block 4 Section 23 Moncrieff: \$3,050,000.00 (including GST).
- (2) Prospective Respondents should note that:

- a. SLA will not negotiate the Price of any Block;
- b. the Price of each Block is GST inclusive; and
- c. SLA will apply the margin scheme (as set out in the *A New Tax System (Goods And Services Tax) Act 1999* (Cth)).

3. PURCHASING THE BLOCKS

- (1) Respondents may submit Responses for one or both of the Blocks, however, when undertaking an evaluation of Responses, the Territory or SLA will not give any weighting to the fact the Respondent has submitted a Response for both Blocks. Respondents seeking to purchase both of the Blocks are required to submit two separate Response Forms.
- (2) The permitted uses for the Blocks will be consistent with the zoning under CFZ: Community Facility Zones and related development controls under the Territory Plan. This includes suitability for the development of community housing, among other ancillary uses.
- (3) Background Documents for each of the Blocks, including site details and indicative analysis about development opportunities, are set out in the Specimen Contract for Sale.
- (4) Respondents should undertake their own research and due diligence regarding the Blocks.
- (5) Respondents may consider reviewing a variety of sources of information to understand the planning controls and design requirements which apply, including (but not limited to):
 - a. [Planning Act 2023](#) (including (but not limited to) section 266 (1)(e));
 - b. [Planning \(General\) Regulation 2023](#) (including (but not limited to) section 54 (1)(f));
 - c. [Territory Plan 2023](#), including (but not limited to) the Gungahlin District Policy and the Community Facility Zones Policy;
 - d. The [Gungahlin District Strategy](#);
 - e. [Design Guides](#);
 - f. [The Planning \(Good Consultation\) Guidelines 2023 \(No 1\)](#); and
 - g. The [Planning \(Community Facility Zones\) Technical Specifications 2024](#).
- (6) For the sale of one or more of the Blocks, the Successful Respondent(s) will be required to:
 - a. at exchange, sign the Contract for Sale and Project Delivery Deed (**PDD**) and pay the Deposit; and
 - b. at Completion, pay:
 - i. the balance of the Price, including any unpaid portion of the Deposit;
 - ii. the security required under the relevant PDD; and
 - iii. any other amount payable in accordance with the Contract for Sale.
- (7) The Crown lease(s) for the Blocks will be granted on settlement.
- (8) Respondents may elect to enter into an Option Deed or a Contract for Sale for the Blocks.
- (9) If the Respondent elects to enter into an Option Deed, the consideration paid by the Respondent(s) for each Option Deed will be nominal (\$1.00 inclusive of GST).
- (10) Option Deeds give the Respondent the right to purchase a Block within a defined option period. If the Respondent elects to enter into an Option Deed:
 - c. the Respondent can exercise the option prior to the Call Option Expiry Date. If the Respondent exercises the option, the Respondent will enter into the Contract for Sale and PDD with SLA in accordance with the process set out in the Option Deed, and Completion will take place in accordance with the Contract for Sale; and
 - d. if the Respondent does not exercise the option on or before the Call Option Expiry Date, the option will lapse. If the option lapses, the Respondent will have no right to enter into a Contract for Sale and PDD, or be granted a Crown lease in respect of the Land. Financial Assistance for the purchase of the Block(s) will be terminated if the Respondent does not exercise the option.
- (11) The option period under the Option Deed will expire 12 months from the execution date of the Option Deed.
- (12) The Option Deed allows Respondents to seek other funding prior to irrevocably committing to the purchase of the Blocks by entering into a Contract for Sale and PDD with SLA.
- (13) Copies of the Specimen Option Deeds are included at Attachment A.

- (14) The Contracts for Sale and PDDs will be in a form substantially the same as the Specimen Contracts for Sale and PDDs at Attachments B and C respectively.
- (15) Respondents should note that any Crown lease(s) granted as a result of this Request process will be consistent with the *Planning Act 2023* and Regulations, specifically in relation to the Crown lease(s) being granted by direct sale to a registered CHP.

4. OWN SITES

- (1) Respondents with their Own Sites are invited to submit a Response – a compliant Response will be for the Minimum Number of Affordable Rental Dwellings. As per Part D – Definitions, the Minimum Number of Affordable Rental Dwellings is the construction and operation of at least 10 dwellings *and* at least 15 per cent of Development Dwellings, over a period of at least 15 years, with exemption to the requirement available for Responses that demonstrate exceptional value to the Territory (measured through competitiveness of the score of the Weighted Assessment Criteria). Respondents should note that:
- a. Own Sites are only eligible for Financial Assistance if:
 - i. the Crown Lessee is included as a Respondent – either as the sole Respondent or as part of a consortium; or
 - ii. the Own Site is being purchased by the Respondent or a consortium member, with evidence demonstrating an exclusive right to purchase the site, such as through an option agreement or exchanged contract for sale.
 - b. Own Sites which have previously been released and sold by the Territory, SLA or other Territory-related entity and are subject to existing requirements for dwellings for affordable sale, affordable rental, community housing or public housing are not eligible for consideration as part of this Request (this includes sites in the Territory that are subject to an application to convert affordable sale requirements to community housing/affordable rental);
 - c. If the Respondent has already constructed a development on their Own Site, they will be required to meet the requirements for the ongoing operation and management of the Affordable Rental Dwellings, noting that the Affordable Rental Dwellings proposed must be additional, and not already in operation, on their Own Site; and
 - d. If the Respondent is proposing to construct a development, they will be required to develop their Own Site consistent with the Crown Lease and relevant Territory planning requirements. On completing the Development Dwellings on their Own Site, the Respondent will be required to proceed to operate the development including meeting the requirements for the operation and management of the Affordable Rental Dwellings.

5. FINANCIAL ASSISTANCE

- (1) A Respondent can request different forms and amounts of Financial Assistance. This can include Upfront Financial Assistance (which may or may not be used to support the purchase of the Blocks or their Own Site), Ongoing Financial Assistance (such as in the form of availability payments) or a combination of both. Respondents should be aware that:
- a. Responses will be assessed against the Assessment Criteria as outlined in this Request;
 - b. The Territory may consider offering Financial Assistance to support Responses that are evaluated highly against the Assessment Criteria;
 - c. Whilst the Territory will consider the form of Financial Assistance requested, the Territory may deem it is more suitable to offer a different form of Financial Assistance;
 - d. The Territory may consider offering Financial Assistance to support any number of Responses;
 - e. If multiple Responses are assessed as suitable for Financial Assistance, decision-making may be linked to the 2025-26 Budget; and
 - f. Respondents should be aware that it is possible no Response will be assessed as suitable.
- (2) Financial Assistance will only be made available where there are additional Affordable Rental Dwellings proposed, that are not already used as such on their Own Site.
- (3) The Territory will not consider a concession on Land Tax, General Rates or the Foreign Ownership Land Tax Surcharge as a form of Financial Assistance.

- (4) Respondents seeking Upfront Financial Assistance for the purchase of one or more of the Blocks will be able to access up to 100 percent of the Price of the Block as Financial Assistance if they are an ACCO that is also a CHP or an ACCO-led consortium where a CHP is the entity that will purchase the Blocks. All other Respondents will be able to access up to 50 per cent of the Price of the Block as Financial Assistance.
- (5) Respondents seeking Financial Assistance will need to demonstrate that the Minimum Number of Affordable Rental Dwellings is proposed for the Blocks or their Own Site and that:
 - a. The Affordable Rental Dwellings will be rented to Eligible Tenants (aligning with the Affordable Community Housing Land Tax Exemption scheme);
 - b. The Affordable Rental Dwellings will be operated for at least 15 years;
 - c. If there are a mix of Affordable Rental Dwellings and other uses (including but not limited to market housing, social housing and community uses) proposed for the Blocks or their Own Site, the Respondent will need to confirm that access to common areas, building services and facilities are made available to all residents on an equal basis; and
 - d. The Territory may consider exemptions to the requirement for the Minimum Number of Affordable Rental Dwellings for Responses that demonstrate exceptional value to the Territory (measured through competitiveness of the score of the Weighted Assessment Criteria).
- (6) Evaluation of the Financial Response under the Weighted Assessment Criteria will be based on the Territory's estimate (**Cost Estimate**) of net present value of the cost of the Financial Assistance to the Territory per Affordable Rental Dwelling. If any additional ACT Government financial assistance or concession supports the Affordable Rental Dwellings, it may be factored into the Cost Estimate. Any other elements of the Response which are not Affordable Rental Dwellings (including but not limited to social housing, crisis accommodation or other uses) will not be eligible for Financial Assistance and will be excluded for the purposes of calculating the Cost Estimate.
- (7) Subject to being found suitable for Financial Assistance, and funding being made available from the Affordable Housing Project Fund, the Territory will seek to finalise negotiations and enter into a Deed of Grant with Successful Respondent(s) as soon as practicable. A Specimen Deed of Grant is included at Attachment E.
- (8) Financial Assistance will be subject to reporting and audit requirements which will be set out in a Deed of Grant. Subject to compliance with the Deed of Grant, a Successful Respondent will be able to access the Financial Assistance. At a minimum the requirements will include:
 - a. Regular reporting of the Affordable Rental Dwellings, including number/location, Affordable Rent and Market Rent; and
 - b. Provision of evidence relating to Market Rent and Eligible Tenants.
- (9) The Territory will seek to align Financial Assistance with milestones identified in the Proposed Timeline in the Response Form. This may mean that Upfront Financial Assistance is structured and subject to provision of financial security and/or clawback mechanisms.

6. OTHER FUNDING

- (1) Respondents are also able to seek funding from other funding sources.
- (2) Responding to this Request process does not preclude the Respondent from applying for other ACT Government, Commonwealth Government or other grants, loans or funding programs (subject to the terms and conditions of those programs).
- (3) Where possible, the ACT Government will seek to provide certainty to Respondents to align with future funding rounds that may occur through the Commonwealth Government's Housing Australia Future Fund Facility (HAFFF) and National Housing Accord Facility (NHAF). More information about these processes is available from [Housing Australia](#). At the time of issuing this Request, the timeframes for future HAFFF and NHAF rounds are not certain.
- (4) The Territory and SLA reserve the right to adjust the timeframes and processes outlined in this Request if necessary to align with funding opportunities from the Commonwealth Government.

7. TIMEFRAMES

- (1) An indicative timetable for the Request process is set out below, however, the dates specified in the timetable are subject to change at the Territory or SLA's absolute discretion.

Task	Date for completion of task
Request Release	7 November 2024
Information Session	27 November 2024
Last Day for Asking Questions	5.00pm AEDT 10 January 2025
Request Closing Date and Time	2:00pm AEDT on 21 January 2025
Evaluate Responses	21 January – March 2025
Notify Successful Respondents, Negotiate Deed of Grants and Execute Documents	March – June 2025 (subject to the amount and type of Financial Assistance requested)

8. QUESTIONS

- (1) Following release of this Request, prospective Respondents may submit questions seeking clarification or additional details about any aspect of the Request including but not limited to the Blocks, Specimen Option Deeds, Specimen Contracts for Sale and PDDs and Financial Assistance.
- (2) Questions must be submitted via email to communityhousing@act.gov.au no later than 5.00pm AEDT 10 January 2025.
- (3) The Territory and SLA will answer questions submitted in accordance with this section as deemed relevant to this Request. Answers will not be provided that:
- may disclose confidential information or privileged information;
 - may, in the opinion of SLA and the Territory, give an unfair advantage to any Respondent; or
 - in the opinion of SLA and the Territory, are not in the best interests of SLA or the Territory to disclose.
- (4) All questions and answers, addenda or supplementary information will be circulated via email to prospective Respondents and made available online.

PART B – SUBMITTING A RESPONSE

9. ELEMENTS OF A RESPONSE

- (1) Each Respondent is required to use the Response Form, including each of the requirements set out below:
- Respondent Details;
 - Land Nomination;
 - Affordable Rental Details;
 - Planning Details;
 - Financial Feasibility;
 - Built Form Construction Experience;
 - Proposed Timeline;
 - Property Management Experience;
 - Intended Property and Tenancy Management Processes; and
 - Wellbeing Impact.
- (2) The Response must also include the warranty in the form set out in the Response Form.

10. COMPLIANT RESPONSES

- (1) Responses should be lodged no later than the Closing Time and Date.
- (2) A Compliant Response is one that:
 - a. for the purchase of one Block or Financial Assistance associated with the purchase of one Block, is submitted by a CHP (including an ACCO that is also a CHP or a consortium where a CHP is the entity that will purchase the Blocks);
 - b. where seeking to purchase both Blocks, or Financial Assistance associated with the purchase of both Blocks, two separate Response Forms must be submitted by a CHP (including an ACCO that is also a CHP or a consortium where a CHP is the entity that will purchase the Blocks);
 - c. for an Own Site, is submitted by an Eligible Organisation (where the current or future Crown Lessee must either be the sole Respondent or be part of a consortium), noting that separate Response Forms must be submitted for each Own Site proposed;
 - d. includes all parts of the completed Response Form and other required documents, including:
 - i. for the Blocks, optional preliminary plans;
 - ii. for an Own Site where the Respondent is not the current Crown Lessee, evidence demonstrating exclusive rights to purchase the Own Site (as listed in Section 4 of the Response Form);
 - iii. for an Own Site, either a Crown Lease, approved Development Application, copy of Development Application or proposed site plans and feasibility, as applicable for the status of design and construction (as listed in Section 4 of the Response Form);
 - iv. for all Responses, a financial feasibility letter from a financier or accountant, as per Section 5 of the Response Form;
 - v. optional additional supporting attachments for financial feasibility of no more than five A4 pages, referenced in Section 5 of the Response Form;
 - vi. for an Own Site, supporting evidence of costs as per Section 5 of the Response Form;
 - vii. for Respondents requesting Financial Assistance relating to a Lease Variation Charge, a Valuation Report as per Section 5 of the Response Form;
 - viii. optional examples of no more than three A4 pages to demonstrate built form construction experience, referenced in Section 6 of the Response Form;
 - ix. optional more detailed timeline of no more than two A3 pages, referenced in Section 7 of the Response Form;
 - x. optional examples of no more than three A4 pages to demonstrate property management experience, referenced in Section 8 of the Response Form;
 - xi. for Respondents that do not include a CHP, either a copy of an agreement engaging a CHP or a copy of an agreement engaging another organisation for property and tenancy management as per Section 9 of the Response Form; and
 - xii. optional additional details of property and tenancy management systems and processes of no more than three A4 pages, referenced in Section 9 of the Response Form.
 - e. has not been deemed to be non-compliant under section 11 of this Request; and
 - f. otherwise conforms with the requirements of this Request.
- (3) The Response Form notes that some attachments are subject to page limits. Additional pages will not be considered.
- (4) Unless referenced in the Response Form, attachments will not be considered, with the exception of the following documents:
 - a. Crown lease;
 - b. Development Application or site plans; and
 - c. Letters from financiers or accountants.
- (5) The Territory and SLA may, at their absolute discretion, in respect of a Response that is non-compliant or deemed non-compliant:

- a. at any time exclude the Response from consideration or further consideration, including if in the opinion of the Territory and SLA the Response is:
 - i. incomplete or non-compliant with the requirements of this Request;
 - ii. subject to any condition or requirement which is contrary to the requirements of this Request; or
 - iii. subject to a condition or requirement that may require further due diligence or other investigations to be performed after the Response is submitted;
- b. ignore the non-compliance in the Response and assess the Response further; or
- c. if it is possible to correct the non-compliance without affecting the probity of the Request process, permit the Respondent to do so; and
- d. seek clarification from the Respondent about any matter considered relevant to the evaluation of the Response.

11. NON-COMPLIANT AND INCOMPLETE RESPONSES

- (1) Incomplete Responses, and Responses lodged other than in accordance with this Part B, will be registered separately and may or may not be admitted to the evaluation process at the sole discretion of the Territory and SLA without explanation to the non-conforming Respondents.

12. LODGING RESPONSES

- (1) Responses should be lodged no later than the Closing Time and Date.
- (2) Respondents should complete the Response Form, available online at <https://suburbanland.act.gov.au/community-housing-in-canberra/community-housing-in-canberra-expression-of-interest>. Attachments should be uploaded in either PDF, Word or Excel formats and comply with the page limits listed on the Response Form.
- (3) Responses should not be lodged via email, facsimile or in hard copy (paper) format, subject to clause (4).
- (4) In the event of technical difficulties with the Response Form, please email communityhousing@act.gov.au no later than the Closing Time and Date.
- (5) All queries and requests for technical or operational support regarding lodgement should be directed via email to communityhousing@act.gov.au a minimum of 24 hours prior to the Closing Time and Date.
- (6) Respondents have the right to withdraw their Response at any point during the Request process. All queries and requests to withdraw from the Request process should be directed via email to communityhousing@act.gov.au.

PART C – ASSESSMENT OF RESPONSES

13. ASSESSMENT PROCESS

- (1) Responses for the Blocks and for Own Sites will be assessed in conjunction with each other, against the same Assessment Criteria.
- (2) The Territory and SLA will assess each Compliant Response in the first instance against the Threshold Assessment Criteria. Where the Territory and SLA determine a Response does not provide satisfactory information (determined by the Territory in its absolute discretion) against one or more Threshold Assessment Criteria, the Response may not be further considered or evaluated.
- (3) If a Response is considered satisfactory for all Threshold Assessment Criteria, the Territory and SLA will proceed to assess and score against the Weighted Assessment Criteria.
- (4) Responses will be assessed against each individual Weighted Assessment Criteria separately before the weightings are applied. This provides an assessment of the financial and non-financial aspects of each Response.
- (5) Where the Territory and SLA determine a Response does not provide a satisfactory response (determined by the Territory in its absolute discretion) in respect of any Weighted Assessment

Criteria, the Response may not be further considered or evaluated, regardless of its scores in respect of any other Weighted Assessment Criteria.

- (6) Where the Territory and SLA consider that there are aspects of any Response that are unclear or open to more than one interpretation, it may pose written questions to the Respondent to clarify those aspects. Respondents will have up to 5 Business Days (or as otherwise advised) to provide answers to the questions.
- (7) Respondents should note that this process is limited to clarification of ambiguities. Respondents will not be permitted to undertake refinements or seek to improve the substance of their Responses through this process.
- (8) Following resolution of these questions, the Territory and SLA will rank the Responses. Responses will initially be ranked according to the assessment of Weighted Assessment Criteria, however, the Territory and SLA reserve the right to alter the ranking of Responses with absolute discretion.
- (9) Following completion of the assessment against the Weighted Assessment Criteria the Territory and SLA may undertake a further assessment to evaluate Responses having regard to overall risk, including in relation to their financial standing. The ranking of the Responses may be adjusted following the conduct of that additional assessment, if undertaken.
- (10) The ranking of Responses will be used to determine Preferred Respondent(s) for the purchase of the Blocks and for consideration for Financial Assistance under the Affordable Housing Project Fund.
- (11) Should all assessment against the Threshold Assessment Criteria and Weighted Assessment Criteria result in outcomes which are evenly ranked:
 - a. SLA reserves the right to conduct a ballot process to determine the Preferred Respondent(s) for the sale of the Blocks; and
 - b. The Territory reserves the right to assess the suitability of the location of Own Sites to determine whether to include the Response for consideration under the Affordable Housing Project Fund, including:
 - i. access to transport, services and employment; and
 - ii. co-location of services or businesses where there is a risk to the wellbeing of tenants.

14. THRESHOLD ASSESSMENT CRITERIA

- (1) A Respondent must satisfy the Threshold Assessment Criteria set out below. Each Threshold Assessment Criteria is covered by a section of the Response Form.

1. Land Nomination

- (1) The Respondent must, using Section 2 of the Response Form, either:
 - a. express interest in purchasing one or more of the Blocks; or
 - b. provide details of their Own Site (including Block, Section, Suburb and Street Address) the Respondent proposes to use for the Affordable Rental Dwellings.

2. Affordable Rental Details

- (1) The Territory and SLA must be satisfied that the Respondent intends to deliver the Minimum Number of Affordable Rental Dwellings (with an exemption for Responses that offer exceptional value for the Territory) on either the Blocks or their Own Site:
 - a. Respondents interested in purchasing one or more of the Blocks must confirm in Section 3 of the Response Form the estimated number of Development Dwellings and Affordable Rental Dwellings proposed to be delivered on the Block(s) (noting that this may be the same number if the only dwellings are Affordable Rental Dwellings); or
 - b. Respondents with their Own Site must provide information in Section 3 of the Response Form about their Own Site, any existing or proposed development to be used for the Response, and the number of Development Dwellings and Affordable Rental Dwellings proposed to be delivered on their Own Site.

3. Planning Details

- (1) The Territory and SLA must be satisfied that any proposed development on the Blocks or an Own Site includes the proposed number of Affordable Rental Dwellings and is consistent with the ACT's planning frameworks and controls that apply to the Blocks or the Own Site:
- a. Respondents interested in purchasing one or more of the Blocks must provide details of the proposed size, dwelling numbers, and uses of the development in Section 4 of the Response Form. If preliminary site plans are available, they may be attached.
 - b. Respondents with their Own Site must provide as applicable:
 - i. If the Respondent is not the current Crown Lessee of their Own Site, evidence that there is an exclusive right to purchase their Own Site, such as an Option Agreement, Option Deed or exchanged contract for sale;
 - ii. For existing developments, a copy of the Crown lease;
 - iii. For developments already under construction or renovation, a copy of the approved Development Application (DA);
 - iv. For proposed construction or renovation projects either the DA number in Section 4 of the Response Form, copies of the DA, or copies of proposed site plans and feasibility.
 - v. Details in Section 4 of the Response Form of any required changes or variations to the Territory Plan or the Crown lease, if any, and a statement about how this may impact feasibility.

4. Financial Feasibility

- (1) The Territory and SLA must be satisfied that the Respondent has the financial capacity to undertake the development and manage the Affordable Rental Dwellings:
- a. Respondents interested in purchasing one or more of the Blocks must confirm they will pay the purchase price for the Block(s) in Section 5 of the Response Form;
 - b. Respondents with their Own Site must provide in Section 5 of the Response Form a current or recent estimate (dated within 12 months prior to the date of the Response) of the cost of construction or renovation and attach supporting evidence (such as from a Quantity Surveyor);
 - c. All Respondents must provide a letter from a financier or accountant (including the qualifications of the financier or accountant such as Australian Financial Services licence or Certified Practising Accountant details) confirming the Respondent can raise the funds for the estimated cost of constructing and operating the development. This letter should note that the financier or accountant has reviewed and considered the Respondent's:
 - i. financial capacity, viability and stability through provision of audited financial statements; and
 - ii. ability to finance the cost, demonstrated by commitment letters, letters of support from financiers, support for equity contributions, Government financing and/or support and further information as required to illustrate the proposed financing approach; and
 - iii. funding from any other ACT Government or Commonwealth Government initiatives or community raised funds proposed to be used to support the development.
 - d. All Respondents must identify in Section 5 of the Response Form how much and what type of Financial Assistance is requested from the Territory, and what it will be used for. Respondents should note in Section 5 of the Response Form any other elements of the Response which are not Affordable Rental Dwellings (including but not limited to social housing, crisis accommodation or other uses) as these will not be eligible for Financial Assistance.

5. Built Form Construction Experience

- (1) The Territory and SLA must be satisfied the Respondent has relevant experience in designing or constructing built form, whether in the Territory or elsewhere, to provide assurance that the Respondent will be able to undertake the proposed development.
- (2) The experience does not have to be residential construction and can be demonstrated through previous use of contractors or by a separate member of a consortium. Respondents must provide details in Section 6 of the Response Form, and optional attachments.

15. WEIGHTED ASSESSMENT CRITERIA

- (1) Subject to meeting the Threshold Assessment Criteria, Responses will be considered against the following Weighted Assessment Criteria. The Weighted Assessment Criteria are outlined in further detail below.

Weighted Assessment Criteria	Weighting (%)
1. Financial Response This will be assessed primarily based on information provided in Section 5 of the Response Form.	35
2. Aboriginal Community-Controlled Organisation This will be assessed primarily based on information provided in Respondent Details in the Response Form.	15
3. Proposed Timeline This will be assessed primarily based on information provided in Section 7 of the Response Form, and optional attachments.	10
4. Property Management Experience This will be assessed primarily based on information provided in Section 8 of the Response Form, and optional attachments.	10
5. Intended Property and Tenancy Management Processes This will be assessed primarily based on information provided in Section 9 of the Response Form, and optional attachments.	10
6. Wellbeing Impact This will be assessed primarily based on information provided in Section 10 of the Response Form.	20

1. Financial Response

- (1) The Territory and SLA will use information provided for the Threshold Assessment Criteria, including in Section 5 of the Response Form, to determine the Cost Estimate (an internal threshold guideline, being the net present value of the cost of the Financial Assistance to the Territory per Affordable Rental Dwelling).
- (2) If any additional ACT Government financial assistance or concession supports the Affordable Rental Dwellings, it may be factored into the Cost Estimate.
- (3) Any other elements of the Response which are not Affordable Rental Dwellings (including but not limited to social housing, crisis accommodation or other uses) will not be eligible for Financial Assistance and will be excluded for the purposes of calculating the Cost Estimate.

- (4) The Financial Response will be weighted at 35 per cent, and Responses with a lower Cost Estimate will receive a higher score for this Weighted Assessment Criterion.

2. Aboriginal Community-Controlled Organisation

- (1) The Territory and SLA will use information provided in the Respondent Details to determine whether the Respondent is an ACCO or an ACCO-led consortium.
- (2) This Weighted Assessment Criterion will be weighted at 15 per cent, and Responses from an ACCO or an ACCO-led consortium will be prioritised.

3. Proposed Timeline

- (1) The Territory and SLA must be satisfied that the proposed development timeframes and operation of the Affordable Rental Dwellings will occur within a reasonable timeframe, consistent with the Crown lease requirements. Respondents must provide details of the proposed timeline in Section 7 of the Response Form, and optional attachments.
- (2) This Weighted Assessment Criterion will be weighted at 10 per cent. Responses which will be delivered by 2025-26 will be favoured most highly, followed by Responses that will be delivered by 2029-30. Responses which will not be delivered until after 2030 will receive the lowest scores.

4. Property Management Experience

- (1) The Territory and SLA must be satisfied that the Respondent will be able to successfully operate, lease and maintain the Affordable Rental Dwellings. Respondents must provide details in Section 8 of the Response Form, and optional attachments.
- (2) This Weighted Assessment Criterion will be weighted at 10 per cent. Responses able to demonstrate direct experience of operating, leasing and maintaining affordable rental accommodation will be considered more highly. Responses with a CHP will be considered most highly.

5. Intended Property and Tenancy Management Processes

- (1) The Territory and SLA must be satisfied that the proposed systems and protocols for managing the Affordable Rental Dwellings and selecting Eligible Tenants will be consistent with the Affordable Community Housing Land Tax Exemption scheme, protect tenants' privacy and personal information, and ensure that tenants of Affordable Rental Dwellings have equal access and rights to use common areas, facilities and services.
- (2) Respondents must provide details in Section 9 of the Response Form, and optional attachments.
- (3) This Weighted Assessment Criterion will be weighted at 10 per cent. Respondents able to outline ongoing arrangements and provide supporting evidence of systems and processes will be considered more highly. Responses where a CHP will operate the Affordable Rental Dwellings will be considered most highly.

6. Wellbeing Impact

- (1) The Territory and SLA will consider the Wellbeing Impact of the Response, with consideration of the impact of the Response on climate change (such as environmental sustainability and community resilience). Both positive and negative impacts on groups of people will also be considered. This includes Aboriginal and Torres Strait Islander people, across genders and age groups, LGBTQIA+ people, and people with disability.
- (2) Respondents must provide details in Section 10 of the Response Form.
- (3) This Weighted Assessment Criterion will be weighted at 20 per cent. Responses which demonstrate a positive impact on wellbeing, particularly across multiple groups, will be considered more highly.

16. NEGOTIATIONS AND EXECUTION OF DOCUMENTS

- (1) At the conclusion of the assessment process, the Preferred Respondent(s) will be invited to commence negotiations and execute relevant documents. The Price for each Block is not negotiable.

- (2) Where a Deed of Grant includes Financial Assistance for the purchase of the Block(s), attempts will be made wherever possible to ensure the Deed of Grant and Option Deed or Contract for Sale are executed as concurrently as possible.

1. Negotiate Deed of Grant(s)

- a. If the Preferred Respondent(s) wish to proceed, the Territory will populate the Specimen Deed of Grant with information provided in the Preferred Respondent's Response.
- b. The Territory may invite the Respondent to clarify any ambiguous matters, refine and/or provide further detail to any matter set out in the Response, to ensure the Deed of Grant fairly and accurately reflects the content and outcomes of the Response.
- c. The Territory may limit negotiations to refining the terms proposed in the Response and not permit variation of the Response.
- d. No legal obligations arise in relation to Financial Assistance until the Territory has entered into a Deed of Grant.

2. Execute Deed of Grant(s)

- a. At the conclusion of negotiations, the Territory and Preferred Respondent may execute the Deed of Grant. From that point the relationship between the parties will be governed by the Deed of Grant.
- b. Respondents should note that the Territory will only execute documents with the entity or entities nominated in the Response Form, and not with any subsequently proposed entity unless it determines otherwise at its absolute discretion. This is not a negotiable term.

3. Enter into Option Deed(s) or Contract(s) for Sale with SLA

- a. If the Preferred Respondent(s) wish to proceed, the Preferred Respondent(s) or their legal representative will be required to advise whether they wish to enter into an Option Deed or proceed to enter into a Contract for Sale.
- b. The preferred Respondent(s) will need to provide a copy of either the Option Deed(s) or Contract(s) for Sale and PDD(s) which have been properly executed by the Preferred Respondent(s) to SLA or its legal representative within seven days of being notified of their Preferred Respondent status.
- c. Following receipt of the Option Deed(s) or Contract(s) for Sale and PDD(s) that have been properly executed by the Preferred Respondent(s), SLA may execute and date the corresponding documents, and the relationship between the parties will be governed by the Option Deed(s) or Contract(s) for Sale and PDD(s) from that point forwards.
- d. No legal relations exist until the parties have either entered into the Option Deed(s) or Contract(s) for Sale and PDD(s).

17. DEBRIEFING OF RESPONDENTS

- (1) Respondents may ask for a debriefing following the conclusion of this Request process and should do so in writing via email to communityhousing@act.gov.au. Debriefings will be limited to matters relevant to the Respondent's Response and the Assessment Criteria contained in this Request.

PART D – DEFINITIONS

- (1) Unless otherwise stated in this Request, the following meanings apply to terms in this Request.

Aboriginal Community-Controlled Organisation (ACCO)	an ACCO that meets the Clause 44 definition found in the Closing the Gap agreement and demonstrates they operate/provide service delivery in the ACT or Canberra Region (for example: through existing ACT service delivery or ACT based governance arrangements).
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Affordable Rent	means for each Affordable Rental Dwelling an amount that is less than 75 percent of the Market Rent for the Dwelling.
Affordable Rental Dwellings	means a Development Dwelling which is rented by a Successful Respondent for Affordable Rent to Eligible Tenants.
Affordable Community Housing Land Tax Exemption	means the exemption as determined in accordance with section 13A of the <i>Land Tax Act 2004</i> .
Assessment Criteria	the Weighted Assessment Criteria and the Threshold Assessment Criteria.
Background Documents	the documents referred to in the Background Document Schedule at Annexure D of the Specimen Contract for Sale.
Block(s)	means one or both of the following blocks: <ol style="list-style-type: none"> 1. Moncrieff Section 23 Block 4; and/or 2. Gungahlin Section 235 Block 4.
Call Option Expiry Date	has the meaning set out in the Specimen Call Option Deed.
Canberra Region	the area comprising the Australian Capital Territory and the Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Goulburn-Mulwaree, Harden, Palerang, Queanbeyan, Snowy River, Upper Lachlan, Yass Valley and Young shires.
Clause 44	is clause 44 in Closing the Gap.
Closing the Gap	the National Agreement on Closing the Gap, which is a commitment from all Australian governments and Aboriginal and Torres Strait Islander representatives to a fundamentally new way of developing and implementing policies and programs that impact on the lives of Aboriginal and Torres Strait Islander people. This agreement can be found at https://www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap .
Closing Time and Date	the closing time on the closing date (as specified on the cover page and section 7 of this Request) or such extended time and date approved by the Territory and SLA at their discretion.
Community Housing Provider (CHP)	an entity registered under the National Regulatory System for Community Housing and as defined in the Community Housing Provider National Law.
Community Housing Provider National Law	the appendix to the <i>Community Housing Providers (Adoption of the National Law) Act 2012</i> (NSW).
Completion	has the meaning given to it in the Specimen Contract for Sale.
Compliant Response	a Response submitted by a Respondent in accordance with the terms set out in this Request.
Confidential Information	includes information that: <ol style="list-style-type: none"> (1) other than by a statement that the entire contents of any meeting or

	<p>presentation or an entire Response is “commercial-in-confidence”, is:</p> <p>(a) stated in a meeting, presentation or Response as being confidential because it is information about the business affairs of the Respondent or is information of a commercial value to the Respondent; or</p> <p>(b) is notified by a Respondent to the Territory as being confidential;</p> <p>(2) is or relates to any other documents which are by their nature confidential to the Territory, or is notified to a Respondent by the Territory as being confidential; or</p> <p>(3) is personal information as defined in the <i>Information Privacy Act 2014</i>, but does not include information that:</p> <p>(1) must be disclosed by the Territory, or a Respondent (each acting reasonably) to their respective officers, agents, advisers or consultants in order for them to consider a Response;</p> <p>(2) is generally known by the Respondent or is public knowledge other than by disclosure by a Respondent or the Territory without the relevant consent;</p> <p>(3) is required by law or under a lawful direction or authority to be disclosed; or</p> <p>(4) has been notified by a Respondent or the Territory as not being confidential, or is information permitted to be disclosed for a particular or general purpose.</p>
Contact Person	is the email address set out in section 8(2) of this Request.
Contract for Sale or Contract	the contract for sale between SLA and the Successful Respondent in respect of a Block and/or Blocks (in or substantially in the terms of the Specimen Contract for Sale).
Crown Lease or Lease	has the same meaning as set out in section 257 of the Planning Act.
Deed of Grant	means any future deed of grant between a Successful Respondent and the Territory as negotiated as part of this Request process.
Deposit	has the same meaning as set out in the Contract for Sale.
Development Application (also described as DA)	has the same meaning as set out in the Planning Act.
Development Dwelling	a Dwelling forming a part of any development on the Land.
Dwelling	has the meaning as in the Regulations.
Eligible Organisation	<p>an entity that is:</p> <p>(1) a company, or a consortium of companies; and</p> <p>(2) legally competent to enter into a Deed of Grant and satisfy all conditions and obligations set out therein; and</p> <p>(3) includes the current or future Crown Lessee of an Own Site, either as the sole company or part of a consortium of companies.</p>

	<p>Eligible Organisations may also submit Responses as trustees of trusts, provided this is noted in their Response.</p> <p><i>Note:</i> Own Sites which have previously been released and sold by the Territory, SLA or other Territory-related entity and are subject to existing requirements for dwellings for affordable sale, affordable rental, community housing or public housing are not eligible for consideration as part of this Request (this includes sites in the ACT that are subject to an application to convert affordable sale requirements to community housing/affordable rental) are not eligible.</p>
Eligible Respondent	an entity that is a Community Housing Provider registered under the National Regulatory System for Community Housing (NRSCH) that can purchase the Blocks. This includes ACCOs that are also CHPs and ACCO-led consortia which include a CHP as the entity that will purchase the Blocks.
Eligible Tenant	a person or persons seeking to tenant a Dwelling with a combined gross income less than the household composition income limit established by the Territory from time to time and published as part of the Affordable Community Housing Land Tax Exemption.
Financial Assistance	monetary aid or help that could include a grant (upfront or ongoing) and/or a tax concession, being provided by the Territory for the delivery of Affordable Rental Dwellings.
Land	means either the Blocks or Own Site as applicable.
Market Rent	means the rent that would be determined as payable for a Development Dwelling assuming the tenancy was offered to the market with reasonable publicity, and the rent is determined as between a willing but not anxious lessor and a willing but not anxious tenant on the proposed lease terms in an arm's length transaction with each party acting knowledgeably, prudently and without compulsion.
Minimum Number of Affordable Rental Dwellings	<p>means the minimum number of Affordable Rental Dwellings that will be considered as part of this Request. The minimum number is the construction and operation of at least 10 Affordable Rental Dwellings, and at least 15 per cent of Development Dwellings, over a period of at least 15 years.</p> <p><i>Note:</i> the Territory may consider a non-conforming Response for a smaller development, or smaller percentage of dwellings in a development, if where the Response is considered to offer exceptional value or benefit to the Territory (measured through competitiveness of the score of the Weighted Assessment Criteria).</p>
National Regulatory System for Community Housing (NRSCH)	represents the national system for regulation of CHPs across all states and territories (except Victoria and Western Australia) which governs and manages the community housing sector in order to meet the housing needs of tenants and provide assurance for government and investors.
Ongoing Financial Assistance	means any Financial Assistance requested as part of the Response Form, including annual subsidy rent payments and availability payments.
Option Deed	the deed between SLA and the Preferred Respondent(s) in respect of a Block and/or Blocks.

Own Site	means the land nominated within the Respondent's Response Form. <i>Note:</i> Own Sites which have previously been released and sold by the Territory, SLA or other Territory-related entity and are subject to existing requirements for dwellings for affordable sale, affordable rental, community housing or public housing are not eligible for consideration as part of this Request (this includes sites in the ACT that are subject to an application to convert affordable sale requirements to community housing/affordable rental) are not eligible.
Planning Act	the <i>Planning Act 2023</i> (ACT).
Preferred Respondent	the Respondent(s) invited to enter into one or more Option Deeds with SLA in respect of a Block and/or Blocks, and to enter into one or more Deed of Grants with the Territory.
Price	the Price for each of the Blocks set out in section 2(1).
Project Delivery Deed	a deed between the purchaser under a Contract of Sale and the SLA, substantially in the form of the Specimen Project Delivery Deed.
Regulations	the <i>Planning (General) Regulations 2023</i> (ACT).
Request	this request for expressions of interest for land for community housing and proposals for financial assistance for affordable rental, including all attachments, response forms, annexures, schedules and appendixes.
Respondent	an entity that has lodged a Response responding to this Request.
Response	a Response submitted in response to this Request.
Response Form	the Response Form annexed to this Request at Attachment F.
Specimen Call Option Deed	the specimen call option deed included in Attachment A to this Request.
Specimen Contract for Sale or Specimen Contract	the specimen contract for sale included in Attachment B to this Request.
Specimen Deed of Grant	the specimen Deed of Grant – Affordable Rental at Attachment E to this Request.
Specimen Lease	the specimen Crown lease at Attachment D to this Request.
Specimen Project Delivery Deed	the specimen project delivery deed at Attachment C to this Request.
Suburban Land Agency or SLA	the agency established by section 37 of the <i>City Renewal Authority and Suburban Land Agency Act 2017</i> (ACT).
Successful Respondent	the Respondent(s) who have entered into one or more Call Option Deeds with SLA in respect of a Block (or Blocks) and one or more Deed of Grants with the Territory.
Territory	when used in a geographical sense the Australian Capital Territory; and when used in any other sense the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

Territory Plan	the <i>Territory Plan 2023</i> as amended and varied from time to time.
Threshold Assessment Criteria	the criteria set out in section 14 of this Request.
Upfront Financial Assistance	means any Financial Assistance requested as part of the Response Form, including Lease Variation Charge (LVC) and upfront grant assistance.
Weighted Assessment Criteria	the criteria set out in section 15 of this Request.

PART E – TERMS AND CONDITIONS

1. RESPONSE FORM

- (1) In completing the Response Form, Respondents must ensure that the following requirements are met.
- (2) If a Respondent is a company, it must execute the documents:
 - a. in accordance with section 127 of the Corporations Act 2001 (Cth); or
 - b. by attorney of the company pursuant to a power of attorney registrable in the ACT.
- (3) The Response Form and all attachments and supporting material are written in English.
- (4) Measurements are expressed in Australian legal units of measure (metric where applicable) and prices in Australian Dollars.

2. ADDENDA

- (1) The Territory and SLA may issue addenda to this Request for the purposes of clarifying or amending it. Addenda become part of the Request and Respondents must, on submitting a Response, acknowledge receipt of each addendum and respond to this Request as amended by all addenda.

3. CLOSING TIME AND DATE

- (1) The Closing Time and Date are listed on the cover page and in section 7.
- (2) The Territory and SLA may, at any time before the Closing Time and Date, change the relevant Closing Time and Date to a later time or date. If the Territory and SLA change the Closing Time and Date, reasonable endeavours will be used to notify that change to prospective Respondents.
- (3) A Response lodged after the Closing Time and Date may be reviewed by the Territory and SLA but will be excluded from evaluation and will be returned to the Respondent unless, in the opinion of the Territory and SLA, there are extenuating circumstances justifying the acceptance of the Response for evaluation.
- (4) A Response lodged but otherwise not in compliance with this Request may be excluded from or admitted to evaluation by the Territory and SLA at their sole discretion.

4. TERRITORY'S AND SLA'S RIGHTS

- (1) The Territory and SLA may at any time:
 - a. cancel, add to or amend the information, requirements, terms, procedures or processes set out in this Request, including after the End Date and Time;
 - b. provide additional information to prospective Respondents including by way of addenda;
 - c. suspend or terminate the Request process;

- d. admit or exclude any Response or Respondent from the Request;
 - e. accept or reject or shortlist any Response, regardless of its compliance or non-compliance with this Request;
 - f. request and rely on any clarification or additional information from any Respondent;
 - g. enter into negotiations with any one or more Successful Respondents, including but not limited to negotiations relating to Financial Assistance, but noting that the Price for the Blocks is non-negotiable;
 - h. discontinue negotiations with any Successful Respondent;
 - i. elect not to proceed to select a Successful Respondent or any Successful Respondent(s); and
 - j. in respect of the documents lodged by a Respondent, complete and deal with documents
- (2) Any time or date in this Request is for the sole convenience of the Territory and SLA. The establishment of a time or date in this Request does not create an obligation on the part of the Territory or SLA, to take any action or extend any right to any Respondent to expect that any action be taken on the date established. The Territory and SLA may notify Respondents if the Territory or SLA exercise any of the rights listed in this Request but will not be obliged to provide any reasons for their actions.
- (3) If this Request provides that the Territory or SLA “may” do a thing, they may do so in their absolute discretion, at any time and without having to notify any Respondent(s) or provide any reason(s).

5. EXCLUSIONS OF LIABILITY

- (1) Participation in any stage of this Request process or in relation to any matter concerning the Request process will be at each Respondent’s sole risk, cost and expense. The Territory and SLA will not be liable in any circumstances whatsoever for:
- a. any cost, expense, loss, claim or damage arising out of, or in connection with, any Respondent’s participation in this Request process including the preparation and submission of a Response, participation in a presentation or interview, arranging and conducting a site visit or the preparation and negotiation of a Deed of Grant, Option Deed, Contract for Sale or PDD;
 - b. any cost, expense, loss, claim or damage arising or resulting from the exercise of any of the Territory’s and SLA’s rights referred to in this Request; or
 - c. any failure by the Territory or SLA to inform Respondents of the exercise of any of the Territory’s or SLA’s rights or discretions under the Request.
- (2) The Territory and SLA will not be liable to any Respondent on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Respondent’s participation in the Request process, including, without limitation, instances where the Territory or SLA:
- a. varies or terminates this Request process or any negotiations with a Respondent;
 - b. decides not to proceed with or to change any aspect of the Request;
 - c. exercises or fails to exercise any of its rights under or in relation to this Request; or
 - d. makes information available or provides information to a Respondent relating to its assets, procedures, plans, Response, existing arrangements for the project or any other future arrangements.

6. DISCLAIMER

- (1) This Request is not an offer by the Territory or SLA to enter into a Deed of Grant, Option Deed, Contract for Sale or PDD, nor does it constitute any recommendation in relation to any matter, and it does not include any investment, accounting, financial, legal or tax advice.
- (2) This Request has been prepared solely for prospective Respondents to use in deciding whether to respond to this Request or to undertake further investigation of the opportunity described in it. Neither the information in this Request nor any other information provided to Respondents by the Territory or the SLA, either of their officers, employees, agents or advisors contains or purports to contain all the information that Respondents would desire or require to assess the opportunity for participation in the Request process and the projects contemplated by the Request. Respondents must:
 - a. decide whether to submit a Response based on their own due diligence, inquiries, advice and knowledge and the Territory and SLA and their officers, employees, agents, consultants and advisors are not under any duty at any time to disclose any fact, matter or circumstance concerning the Territory, the SLA, the Request process, the projects contemplated by the Request or anything else; and
 - b. independently satisfy themselves as to the accuracy of this Request and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of this Request and must seek appropriate professional advice about this Request and all information provided to them with respect to:
 - i. the projects contemplated by the Request; and
 - ii. all assumptions, uncertainties and contingencies, which may affect the projects contemplated by the Request.
- (3) Neither the release of this Request, nor the submission of any Response, will create or evidence any contractual or other enforceable obligations or any other binding undertaking of any kind by the Territory or SLA (including one that could give rise to any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis) in relation to:
 - a. the conduct of this Request process;
 - b. whether, to whom and on what terms any offer to procure Crown leases will be made; or
 - c. whether or not the Territory or SLA in fact enter into a Deed of Grant, Option Deed, Contract for Sale or PDD with a Respondent.
- (4) The Territory and SLA:
 - a. are, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided to Respondents in this Request;
 - b. make no 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 any person including errors or omissions contained in the information;
 - d. expressly disclaim any and all liability arising from any predication or statement as to any future development, use of land or any other event whatsoever discussed or described in this document;
 - e. except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors in or omissions from this Request or any information provided to Respondents in negligence;

- f. do not represent that they apply any expertise which can be relied upon by Respondents or any other interested party;
- g. have no responsibility to inform Respondents of any matter arising or of which they become aware which may affect or qualify any information provided to Respondents in any way;
- h. accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing any reliance on the contents of this Request; and
- i. assume no duty of disclosure or fiduciary duty to any interested party.

7. OWNERSHIP OF REQUEST AND RESPONSES

- (1) In this Request the expression “Intellectual Property Rights” means present and future copyright, registered and unregistered trademarks, industrial designs and registered or registrable patents, semiconductor and circuit layout rights, trade, business and company names, trade secrets, or any other proprietary rights and any rights to registration of those rights in Australia or elsewhere.
- (2) All documents in this Request are the property of the Territory and SLA. All Intellectual Property Rights contained in this Request are retained by the Territory and SLA and/or any third party who has given the Territory and SLA permission to incorporate them in this Request. No part of this Request may be reproduced, stored in a retrieval system or transmitted in any form, by any method, including electronic, for any purpose, except as expressly permitted under applicable legislation or by permission of the Territory and SLA. However, a Respondent may reproduce any information provided by the Territory and SLA to them in electronic format as part of this Request for the sole and exclusive purpose of preparing their Response.
- (3) The Territory and SLA may, at any stage during the Request process, require Respondents to:
 - a. return to the Territory and SLA; or
 - b. destroy and provide the Territory and SLA with certification of the destruction of;
 - i. any information supplied by the Territory and SLA to Respondents, in any material form, in connection with the Request.
- (4) Upon lodgement, all Responses will become the property of the Territory and SLA. The Territory and SLA may make further copies of, and use, any Response for the purpose of conducting the Request process and evaluating Responses. However, any Intellectual Property Rights in the information contained in the Responses will not pass to the Territory or SLA simply by virtue of the lodgement of that Response.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

- (1) Any requests for information contained in Responses to be treated as Confidential Information will be considered by the Territory and SLA in their absolute discretion.
- (2) Notwithstanding any other provision in this Request, a Successful Respondent’s details including their name, details of their Own Site or purchase of the Blocks, proposed timing and yield of the development, proposed timing and size of affordable rental component, price for the Blocks and the Financial Assistance, may be made publicly available by the Territory and SLA after a Deed of Grant and/or Contract for Sale and PDD is entered into.
- (3) If the Territory or SLA provide Respondents with information expressly stated as Confidential Information, the Respondents must not disclose that information to any person other than to their employees or advisers directly involved in the preparation of their Response. Respondents must comply with this obligation both during and after the Request process, for so long as such information is considered by the Territory and SLA to be Confidential Information.

9. APPLICABLE LAW

- (1) The law applying in the Australian Capital Territory applies to this Request process.

10. SECURITY, PROBITY AND FINANCIAL CHECKS

- (2) The Territory and SLA may perform security or financial (including credit) checks in relation to Respondents, their directors, partners, associates, or related entities and their officers or employees. This may also include contact with financial advisers and auditors to clarify information or seek additional information. These checks may require individuals to sign forms verifying information relating to an individual and/or authorising the provision of confidential or personal information. Respondents must provide, at their cost, all reasonable assistance to the Territory and SLA in this regard.

11. CONFLICTS OF INTEREST

- (1) A conflict of interest may exist, for example, if the Respondent or any of its personnel has a relationship (whether professional, commercial or personal) with another party who is able to influence the matter (such as Territory or SLA personnel or advisers). If a Respondent identifies that a conflict of interest exists or might arise in its participation in the Request process, the Respondent must notify the Contact Person of the relevant circumstances as soon as practicable after becoming aware of the conflict or potential conflict, identify that actual or potential conflict of interest in writing in its Response, and complete the warranty in the Response Form in relation to conflict of interest. If the conflict or potential conflict arises after the lodgement of the Response, the relevant Respondent must notify the Contact Person as soon as possible.

12. FALSE AND MISLEADING CLAIMS

- (1) Respondents are advised that giving false or misleading information is an offence. The Territory and SLA may reject any Response which is found to have made a false or misleading claim or statement.

13. COLLUSIVE BIDDING

- (1) Respondents and their respective officers, employees, agents and advisers must not engage in any collusive bidding (other than bidding by consortia to the extent permitted by this Request), anti-competitive conduct or any other similar unlawful conduct with any other Respondent or any other person in relation to the preparation or lodgement of their Response.
- (2) In addition to any other remedies available, the Territory and SLA may in their absolute discretion reject any Response lodged by a Respondent that the Territory or SLA suspect is engaging or has engaged in any collusive bidding, anti-competitive conduct or any similar conduct with any other Respondent or any other person in relation to the preparation or lodgement of its Response. The Territory or SLA may also involve the Australian Competition and Consumer Commission to provide assistance to the Territory or SLA in relation to any competition issues concerning a Respondent or related to a Response.

14. UNLAWFUL INDUCEMENTS

- (1) Respondents and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or Territory or SLA policies regarding the offering of inducements in connection with the preparation of their Response.

15. IMPROPER ASSISTANCE

- (1) Respondents must not communicate with nor solicit information concerning or relating to the Request process from employees of the Territory or of SLA. Respondents may only communicate with the Contact Person in the first instance.

ATTACHMENT A CALL OPTION DEEDS (SPECIMEN)

ATTACHMENT B CONTRACTS FOR SALE (SPECIMEN)

ATTACHMENT C PROJECT DELIVERY DEEDS (SPECIMEN)

ATTACHMENT D CROWN LEASES (SPECIMEN)

ATTACHMENT E DEED OF GRANT (SPECIMEN)

ATTACHMENT F RESPONSE FORM