

**REQUEST FOR
EXPRESSIONS OF INTEREST FOR LAND FOR COMMUNITY HOUSING**

ISSUE DATE: 24 FEBRUARY 2026

CLOSING TIME AND DATE: 2.00PM AEST ON 30 JUNE 2026

VERSION - FINAL

Contents

| | |
|---|----|
| Part A – Overview | 4 |
| 1. Opportunity | 4 |
| 2. Price of Land | 4 |
| 3. Purchasing The Land | 4 |
| 4. Funding | 5 |
| 5. Timeframes | 5 |
| 6. Questions | 5 |
| 6A. DISCLOSURE | 6 |
| Part B – Submitting a Response | 6 |
| 7. Elements of a Response | 6 |
| 8. Compliant Responses | 6 |
| 9. Non-Compliant and Incomplete Responses | 7 |
| 10. Lodging Responses | 7 |
| Part C – Assessment of Responses | 7 |
| 11. Assessment Process | 7 |
| 12. Threshold Assessment Criteria | 8 |
| 13. Financial Feasibility | 8 |
| 14. Integration with Margaret Timpson Park | 9 |
| 15. Built Form Construction Experience | 9 |
| 16. Weighted Assessment Criteria | 9 |
| 17. Financial Response | 9 |
| 18. Housing Tenure Outcomes response | 10 |
| 19. Stakeholder engagement plan | 10 |
| 20. Aboriginal Community-Controlled Organisation | 10 |
| 21. Proposed Timeline | 11 |
| 22. Wellbeing Impact on identified groups | 11 |
| 23. Preferred Respondent Negotiations | 11 |
| 24. Enter into Contract for Sale and PDD with SLA | 11 |
| 25. Debriefing of Respondents | 11 |
| Part D – Definitions | 12 |
| Part E – Terms and Conditions | 15 |
| 26. Response Form | 15 |
| 27. Addenda | 15 |
| 28. Closing Time and Date | 15 |
| 29. SLA’s Rights | 15 |

| | | |
|---------------------|--|-----------|
| 30. | Exclusions of Liability | 16 |
| 31. | Disclaimer | 16 |
| 32. | Ownership of Request and Responses | 17 |
| 33. | Disclosure of Confidential Information..... | 18 |
| 34. | Applicable Law | 18 |
| 35. | Security, Probity and Financial Checks | 18 |
| 36. | Conflicts of Interest..... | 18 |
| 37. | False and Misleading Claims | 18 |
| 38. | Collusive Bidding..... | 18 |
| 39. | Unlawful Inducements..... | 19 |
| 40. | Improper Assistance | 19 |
| ATTACHMENT A | SPECIMEN CONTRACT FOR SALE | 20 |
| ATTACHMENT B | SPECIMEN PROJECT DELIVERY DEED..... | 21 |
| ATTACHMENT C | SPECIMEN CROWN LEASE..... | 22 |
| ATTACHMENT D | RESPONSE FORM | 23 |

PART A – OVERVIEW

1. OPPORTUNITY

- (1) The Suburban Land Agency (SLA) is issuing this Request for Expressions of Interest for Land for Community Housing.
- (2) In accordance with the [Indicative Land Release Program 2025-26 to 2029-30](#), SLA is making available Block 45 Section 54 Belconnen (the Land) for direct sale to Community Housing Providers (CHPs).
- (3) Only entities that are CHPs registered under the National Regulatory System for Community Housing (NRSCH) can purchase the Land. 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 Land.
- (4) ACCOs will be given priority in evaluation of this REOI. 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.
- (5) This REOI is seeking Responses from Eligible Respondents that include expressions of interest from CHPs, including ACCO-led consortia (where a CHP is the entity that will purchase the Land), for the purchase of the Land.
- (6) This REOI is subject to the Terms and Conditions set out in Part E.

2. PRICE OF LAND

- (1) The Price of the Land nominated by the Successful Respondent in their Response will be the price set out in the Contract for Sale.
- (2) Prospective Respondents should note that:
 - a. the Price of the Land is GST exclusive; and
 - b. The Respondent will need to indicate if the margin scheme applies (as set out in the *A New Tax System (Goods And Services Tax) Act 1999* (Cth)).

3. PURCHASING THE LAND

- (1) The permitted uses for the Land will be consistent with the zoning under CZ2 – Business Zone and related development controls under the Territory Plan. This includes suitability for the development of community housing, in addition to other ancillary uses.
- (2) Background Documents for the Land, including site details and indicative analysis about development opportunities, are set out in the Specimen Contract for Sale.
- (3) Respondents should undertake their own research and due diligence regarding the Land.
- (4) 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 D02 - Belconnen District Policy, the E04 - Community Facility Zones Policy and the E02 – Commercial Zones Policy;
 - d. The [Belconnen District Strategy](#);
 - e. Any relevant design guide made under or in accordance with the Planning Act including the Planning (Housing) Design Guide 2024 (NI 2024-512);
 - f. [The Planning \(Good Consultation\) Guidelines 2023 \(No 1\)](#);
 - g. [The Planning \(Belconnen District\) Technical Specifications 2025 \(No 2\)](#); and
 - h. [The Planning \(Commercial Zones\) Technical Specifications 2024 \(No 2\)](#).
- (5) To purchase the Land, the Successful Respondent must:
 - a. at exchange, sign the Contract for Sale and Project Delivery Deed 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;

- iii. the amount payable under clause 15 of the Prescribed Conditions for Associated Works; and
 - iv. any other amount payable in accordance with the Contract for Sale.
- (6) The Crown lease for the Land will be granted on settlement.
 - (7) The Contracts for Sale and PDD will be in a form substantially the same as the Specimen Contract for Sale and Specimen Project Delivery Deed at Attachments A and B respectively.
 - (8) Respondents should note that any Crown lease granted as a result of this REOI process will be consistent with the *Planning Act 2023* and Regulations, specifically in relation to the Crown lease being granted by direct sale to a registered CHP and be substantially in the form of the Specimen Crown Lease.

4. FUNDING

- (1) Respondents are able to seek funding from funding sources.
- (2) Responding to this REOI process does not preclude the Respondent from applying for ACT Government, Commonwealth Government or other grants, loans or funding programs (subject to the terms and conditions of those programs).
- (3) The ACT Government continues to explore potential opportunities for the Land, including avenues to secure funding through Housing Australia. Should any funding outcomes be confirmed, updates will be provided accordingly as part of the EOI process. However, the ACT Government cannot guarantee the outcomes of any Housing Australia processes, nor the availability or allocation of funding for the Land. More information about these processes are available from [Housing Australia](#).
- (4) SLA reserves the right to adjust the timeframes and processes outlined in this REOI if necessary to align with funding opportunities from the Commonwealth Government.

5. TIMEFRAMES

- (1) An indicative timetable for the REOI 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 |
|---|-----------------------------|
| REOI Release | 24 February 2026 |
| Last Day for Asking Questions | 23 June 2026 |
| Closing Time and Date | 2:00pm AEST on 30 June 2026 |
| Evaluate Responses | 15 July 2026 |
| Notify Successful Respondents and Execute Documents | 20 July 2026 |

6. QUESTIONS

- (1) Following release of this REOI, prospective Respondents may submit questions seeking clarification or additional details about any aspect of the REOI including but not limited to the Land, Specimen Contract for Sale and Specimen Project Delivery Deed.
- (2) Questions must be submitted via email to communityhousing@act.gov.au no later than 5.00pm AEST 23 June 2026.
- (3) SLA will answer questions submitted in accordance with this section as deemed relevant to this REOI. Answers will not be provided that:
 - a. may disclose confidential information or privileged information;

- b. may, in the opinion of SLA and the Territory, give an unfair advantage to any Respondent; or
 - c. 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.

6A. DISCLOSURE

- (1) The SLA discloses, and the Respondents are to take note of, a series of petitions which are known to the SLA as at the date of this REOI and which have been published in relation to the Land and its use. The petitions can be accessed at the following hyperlinks (**Petitions**):
- a. <https://epetitions.parliament.act.gov.au/details/pet-017-26>;
 - b. <https://epetitions.parliament.act.gov.au/details/pet-009-26>;
 - c. <https://epetitions.parliament.act.gov.au/details/pet-007-26>;
 - d. <https://epetitions.parliament.act.gov.au/details/e-pet-076-25>; and
 - e. <https://epetitions.parliament.act.gov.au/details/epet-22-028>.
- (2) The SLA makes no warranty or representation as to the accuracy of the Petitions (or any future petition which may come into existence after the date of this REOI) and their inclusion in this REOI is by way of information only and is not to be taken as an exhaustive list of all relevant petitions or an endorsement of any kind. Respondents should rely on their own investigations and enquiries as to any Petitions or any other publicly available information affecting or in relation to the Land.

PART B – SUBMITTING A RESPONSE

7. ELEMENTS OF A RESPONSE

- (1) Each Respondent is required to use the Response Form, including each of the requirements set out below:
- a. Respondent Details;
 - b. Financial Feasibility;
 - c. Stakeholder Engagement Plan;
 - d. Integration with Margaret Timpson Park;
 - e. Built Form Construction Experience;
 - f. Financial Response;
 - g. Housing Tenure Outcome;
 - h. Wellbeing Impact on Cohorts;
 - i. Proposed Timeline.
- (2) The Response must also include the warranty in the form set out in the Response Form.

8. COMPLIANT RESPONSES

- (1) Responses should be lodged no later than the Closing Time and Date.
- (2) A Compliant Response is one that:
- a. 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 Land);
 - b. includes all parts of the completed Response Form and other required documents, including:
 - i. a financial feasibility letter from an Auditor, as per Section 2 of the Response Form;
 - ii. a stakeholder engagement plan of no more than two A4 pages, as per Section 3 of the Response Form;
 - iii. a summary plan of no more than two A4 pages demonstrating your intended approach to the integration with Margaret Timpson Park, as per Section 4 of the Response Form;
 - iv. examples of no more than three A4 pages to demonstrate built form construction experience, referenced in Section 5 of the Response Form;

- v. a proposed timeline; and if available, an optional more detailed timeline of no more than two A3 pages, referenced in Section 9 of the Response Form;
 - c. has not been deemed to be non-compliant under section 9 of this REOI; and
 - d. otherwise conforms with the requirements of this REOI.
- (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 letters from financiers or accountants.
 - (5) 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 SLA the Response is:
 - i. incomplete or non-compliant with the requirements of this REOI;
 - ii. subject to any condition or requirement which is contrary to the requirements of this REOI; 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 REOI 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.

9. 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 SLA without explanation to the non-conforming Respondents.

10. LODGING RESPONSES

- (1) Responses should be lodged no later than the Closing Time and Date.
- (2) **Respondents must lodge their Response by completing the Response Form**, available online at <https://suburbanland.act.gov.au/community-housing-in-canberra/eoi-belconnen-block-45-section-54>. Attachments to the Response should be uploaded in either PDF, Word or Excel formats and comply with the page limits listed on the Response Form.
- (3) Responses **must not be lodged via email, facsimile or in hard copy (paper) format**.
- (4) In the event of technical difficulties in lodging the Response Form, Respondents should email communityhousing@act.gov.au no later than the Closing Time and Date to note the issue and seek guidance from the SLA.
- (5) All 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 REOI process. All queries and requests to withdraw from the REOI process should be directed via email to communityhousing@act.gov.au.

PART C – ASSESSMENT OF RESPONSES

11. ASSESSMENT PROCESS

- (1) Responses for the Land will be assessed in conjunction with each other, against the same Assessment Criteria.
- (2) SLA will assess each Compliant Response in the first instance against the Threshold Assessment Criteria. Where 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, 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 SLA determine a Response does not provide a satisfactory response (determined by SLA 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 SLA considers 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, SLA will rank the Responses. Responses will initially be ranked according to the assessment of Weighted Assessment Criteria, however, SLA reserve the right to alter the ranking of Responses with absolute discretion.
- (9) Following completion of the assessment against the Weighted Assessment Criteria, 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 the Preferred Respondent for the purchase of the Land.
- (11) Should all assessment against the Threshold Assessment Criteria and Weighted Assessment Criteria result in outcomes which are evenly ranked SLA reserves the right to conduct a ballot process to determine the Preferred Respondent for the sale of the Land.

12. THRESHOLD ASSESSMENT CRITERIA

- (1) A Respondent must satisfy the Threshold Assessment Criteria set out in Sections 13 to 15 below. Each Threshold Assessment Criteria is covered by a section of the Response Form.

13. FINANCIAL FEASIBILITY

- (1) SLA must be satisfied that the Respondent has the financial capacity at a portfolio level to acquire, design and construct a project on the Land consistent with the requirements of this REOI.
- (2) To demonstrate this requirement, Respondents must:
 - a. nominate their offered price for the Land in Section 5 of the Response Form; and
 - b. provide a letter of no more than five A4 pages with a minimum font size of 11 from an auditor (including the qualifications of the auditor such as Registered Company Auditor (RCA) details) confirming the Respondent can raise the funds for the estimated cost of constructing and operating the development. This letter should note that the auditor 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.
- (3) Respondents should refer to Section 2 of the Response Form for further information.

14. INTEGRATION WITH MARGARET TIMPSON PARK

- (1) SLA must be satisfied that the Respondent has considered and understood the requirement to integrate the ground level of the development with the neighbouring Margaret Timpson park.
- (2) To demonstrate this requirement, Respondents must provide no more than two A4 pages statement describing how the integration with the park will be considered, including addressing the recommendations in the Place Design Brief.
- (3) Respondents should refer to Section 3 of the Response Form for further information.

15. BUILT FORM CONSTRUCTION EXPERIENCE

- (1) SLA must be satisfied the Respondent has relevant experience in designing or constructing at least one medium to large multi-unit residential development, whether in the Territory or elsewhere, to provide assurance that the Respondent will be able to undertake the proposed development.
- (2) The experience can be demonstrated through previous use of contractors or by a separate member of a consortium. Respondents must provide details in Section 4 of the Response Form, and optional attachments.

16. WEIGHTED ASSESSMENT CRITERIA

- (1) Subject to meeting the Threshold Assessment Criteria, Responses will be considered against the 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 6 of the Response Form. | 30 |
| 2. Housing Tenure Outcomes | 30 |
| 3. Stakeholder Engagement Plan | 5 |
| 4. Aboriginal Community-Controlled Organisation This will be assessed primarily based on information provided in Respondent Details in the Response Form. | 10 |
| 5. Proposed Timeline This will be assessed primarily based on information provided in Section 9 of the Response Form, and optional attachments. | 20 |
| 6. Wellbeing Impact on identified groups | 5 |

17. FINANCIAL RESPONSE

- (1) SLA will assess the Respondent's financial proposal based on best value and return to the Territory in terms of offered price for the Land and cost of delivering the proposed development;
- (2) Respondents must clearly define the assumptions, inclusions and exclusions of its Response;
- (3) Respondents should be aware that under section 274 of the Planning Act, a lease of Territory land cannot be granted for an amount that is less than the market value. As such SLA will determine a market value for the Land as part of the REOI process, and:
 - a. where a Respondent submits an offered price for the Land as part of its Financial Response which is less than the market value, it will be given a "0" assessment against the Financial Response criterion and may not be considered further, irrespective of its assessment against the other Weighted Assessment Criteria; and

- b. where a Respondent submits a Response with an offered price for the Land that is less than market value, SLA has the discretion to select a Respondent that submitted that Response as a Selected Respondent and rely on the BAFO process to permit that Selected Respondent to submit a revised Financial Response which may result in a price equal to or above market value. However, where an offer price under the BAFO process is less than the market value, it will be given a “0” assessment against the Financial Response criterion and will not be considered further, irrespective of its assessment against the other Weighted Assessment Criteria;
- (4) In the event all Respondents’ financial proposals are less than the market value, the SLA may at its sole discretion enter into negotiations with one or more Respondents to negotiated changes to the terms of sale including changes to the PDD, Crown Lease or Contract for Sale. The SLA for example, may contemplate changing requirements in respect of affordable or community housing which may affect the market value of the Crown Lease. However, the SLA will not contemplate granting the Crown Lease for less than market value.
- (5) The Financial Response will be weighted at 30 per cent, and Responses with a higher price will receive a higher score for this Weighted Assessment Criterion.
- (6) Respondents should refer to Section 5 of the Response Form for further information.

18. HOUSING TENURE OUTCOMES RESPONSE

- (1) SLA will consider the proportion of dwellings that will be delivered as social or affordable housing as part of the proposed development.
- (2) Respondents must provide details and assumptions of their proposed development including:
 - a. Total dwelling yield;
 - b. Proposed number of market dwellings;
 - c. Proposed number of affordable dwellings; and
 - d. Proposed number of social housing dwellings.
- (3) The housing tenure outcomes will be weighted at 30 per cent, and Responses with a higher number of planned Affordable and/or Social dwellings will receive a higher score.
- (4) Responses for this section may be considered as part of negotiations with the preferred respondent.
- (5) Respondents should refer to Section 6 of the Response Form for further information.

19. STAKEHOLDER ENGAGEMENT PLAN

- (1) SLA must be satisfied that the Respondent has considered and will undertake appropriate stakeholder engagement that the Respondent considers will be required throughout the development of the Land.
- (2) To demonstrate this requirement, Respondents must provide no more than two A4 pages summary outlining the intended approach to community and stakeholder engagement that includes the stakeholder groups that will be consulted and an indicative timeline of engagement activities.
- (3) The stakeholder engagement plan will be weighted at 5 per cent.
- (4) Responses which demonstrate alignment with criteria 4 of the Place Design Brief will be considered more highly.
- (5) Respondents should be aware that the response provided in respect of this clause 19 of the REOI will, where the Preferred Respondent enters into the PDD with the SLA, become the ‘Interim Engagement Plan’ as set out in the Specimen Project Delivery Deed.
- (6) Respondents should refer to Section 7 of the Response Form for further information.

20. ABORIGINAL COMMUNITY-CONTROLLED ORGANISATION

- (1) SLA will use information provided in the Respondent details to determine whether the Respondent is an ACCO in accordance with the definition of and ACCO in Part D, or an ACCO-led consortium.
- (2) Where a Respondent claims to be an ACCO-led consortium it must demonstrate in Section 1 and 8 of the Response Form:
 - a. Lasting benefits or value retention for Aboriginal and/or Torres Strait Islander communities and their housing sector;

- b. The ACCO must have a meaningful role in governance, decision making and dispute resolution of the ACCO-led consortium;
 - c. That, where appropriate, the grant of the Crown Lease will unlock other services or benefits to the Aboriginal and/or Torres Strait Islander communities;
 - d. How the grant of the Crown Lease will build capability in the ACCO; and
 - e. That the ACCO is participating in the ACCO-led consortium with informed and free consent given to the ACCO-led consortium prior to the lodging of the Response.
- (3) This Weighted Assessment Criterion will be weighted at 10 per cent.

21. PROPOSED TIMELINE

- (1) SLA must be satisfied that the proposed development timeframes will occur within a reasonable timeframe, consistent with the Crown lease requirements. Respondents must provide details of the proposed timeline in Section 9 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 31 December 2028 will be favoured most highly, followed by Responses that will be delivered by 31 December 2030. Responses which will not be delivered until after 31 December 2030 will receive the lowest scores.
- (3) Respondents should refer to Section 9 of the Response Form for further information.

22. WELLBEING IMPACT ON IDENTIFIED GROUPS

- (1) SLA will consider the Wellbeing Impact of the Response, with consideration of the impact (both positive and negative) of the Response on groups of people. 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 8 of the Response Form.
- (3) This Weighted Assessment Criterion will be weighted at 5 per cent. Responses which demonstrate a positive impact on wellbeing, particularly across multiple groups, will be considered more highly.
- (4) Respondents are encouraged to review the ACT Wellbeing Framework (<https://www.act.gov.au/wellbeing/wellbeing-framework>) in addressing these criteria.

23. PREFERRED RESPONDENT NEGOTIATIONS

- (1) At the conclusion of the assessment process, the Preferred Respondent will be invited to commence negotiations for the purpose of reaching agreement on the terms of the Contract, PDD, and Crown Lease to fairly and accurately reflect the content and outcomes:
 - a. set out in the relevant Preferred Respondent's Response;
 - b. of the parties' negotiated positions; and
 - c. of this EOI.
- (2) If negotiations with the Preferred Respondent are successful, the Preferred Respondent will be invited to enter into the Contract for Sale and PDD by SLA.
- (3) In the event negotiations with a Preferred Respondent are discontinued, SLA reserves the right to negotiate with the next ranked Respondent, negotiate with another Respondent or cancel/discontinue the EOI process and/or commence a new process for the sale of the Land.

24. ENTER INTO CONTRACT FOR SALE AND PDD WITH SLA

- (1) If the Preferred Respondent is invited by the SLA to enter into the Contract for Sale and PDD, and wishes to do so, they (or their legal representative on behalf of the Preferred Respondent) will be required to sign the Contract for Sale and the PDD and provide the same to the SLA within seven days of the receipt of the invitation from SLA.
- (2) Following receipt of the Contract for Sale and PDD, SLA may sign and date the corresponding documents, and the relationship between the parties will then be governed by the Contract for Sale and PDD.
- (3) No legal relationship arises until the parties have entered into the Contract for Sale and PDD.

25. DEBRIEFING OF RESPONDENTS

- (1) Respondents may ask for a debriefing following the conclusion of this REOI 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 REOI.

PART D – DEFINITIONS

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

| | |
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| 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). |
| Assessment Criteria | the Threshold Assessment Criteria and the Weighted Assessment Criteria. |
| Background Documents | the documents referred to in the Background Document Schedule at Annexure D of the Specimen Contract for Sale. |
| 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 5 of this REOI) or such extended time and date approved by 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 REOI. |
| Confidential Information | includes information that: <ul style="list-style-type: none"> (1) other than by a statement that the entire contents of any meeting or presentation or an entire Response is "commercial-in-confidence", is: <ul style="list-style-type: none"> (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>(b) is notified by a Respondent to the Territory or the SLA as being confidential;</p> <p>(2) is or relates to any other documents which are by their nature confidential to the Territory or the SLA, or is notified to a Respondent by the Territory or the SLA 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 the SLA, 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 or the SLA without the relevant consent;</p> <p>(3) is required by law or under a lawful direction or authority to be disclosed;</p> <p>(4) has been notified by a Respondent or the Territory or the SLA as not being confidential, or is information permitted to be disclosed for a particular or general purpose;</p> <p>(5) is disclosed by the Territory or the SLA to the responsible minister in reporting to the Legislative Assembly or its committees;</p> <p>(6) is disclosed by the Territory or the SLA to the ombudsman or for a purpose in relation to the protection of the public revenue;</p> <p>(7) is disclosed by the Territory or the SLA to the ACT Auditor General; or</p> <p>(8) is disclosed by the Territory or the SLA to the integrity commissioner.</p> |
| Contact Person | is the email address set out in section 8(2) of this REOI. |
| Contract for Sale or Contract | the contract for sale between SLA and the Successful Respondent in respect of a Land (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. |
| Deposit | has the same meaning as set out in the Contract for Sale. |
| Eligible Respondent | an entity that is a Community Housing Provider registered under the National Regulatory System for Community Housing (NRSCH) that can purchase the Land. This includes ACCOs that are also CHPs and ACCO-led consortia which include a CHP as the entity that will purchase the Land. |
| Financial Response | the Respondent's response to Section 6 of the Response Form |
| Land | means Block 45 Section 54 Belconnen. |
| 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. |

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| Planning Act | the <i>Planning Act 2023</i> (ACT). |
| Preferred Respondent | the Respondent invited to enter into a Contract for Sale and PDD with SLA in respect of the Land. |
| Prescribed Conditions for Associated Works | has the same meaning as set out in the Contract for Sale. |
| Project Delivery Deed or PDD | 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 for Expressions of Interest or REOI | this request for expressions of interest for land for community housing, including all attachments, response forms, annexures, schedules and appendixes. |
| Respondent | an entity that has lodged a Response responding to this REOI. |
| Response | a Response submitted in response to this REOI. |
| Response Form | the Response Form annexed to this REOI at Attachment D. |
| Specimen Contract for Sale | the specimen contract for sale included in Attachment A to this REOI. |
| Specimen Crown Lease | the specimen Crown lease at Attachment C to this REOI. |
| Specimen Project Delivery Deed | the specimen project delivery deed at Attachment B to this REOI. |
| 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 who has entered into a Contract for Sale and PDD with SLA in respect of the Land. |
| 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 12 of this REOI. |
| Weighted Assessment Criteria | the criteria set out in section 16 of this REOI. |

PART E – TERMS AND CONDITIONS

26. 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.

27. ADDENDA

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

28. CLOSING TIME AND DATE

- (1) The Closing Time and Date are listed on the cover page and in section 5.
- (2) 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 SLA changes 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 SLA but will be excluded from evaluation and will be returned to the Respondent unless, in the opinion of SLA, there are extenuating circumstances justifying the acceptance of the Response for evaluation.
- (4) A Response lodged but otherwise not in compliance with this REOI may be excluded from or admitted to evaluation by SLA at their sole discretion.

29. SLA'S RIGHTS

- (1) SLA may at any time:
 - a. cancel, add to or amend the information, requirements, terms, procedures or processes set out in this REOI, including after the End Date and Time;
 - b. provide additional information to prospective Respondents including by way of addenda;
 - c. suspend or terminate the REOI process;
 - d. admit or exclude any Response or Respondent from the REOI;
 - e. accept or reject or shortlist any Response, regardless of its compliance or non-compliance with this REOI;
 - f. request and rely on any clarification or additional information from any Respondent;
 - g. enter into negotiations with any one or more Respondents;
 - h. discontinue negotiations with any Respondent;
 - i. elect not to proceed to select a Preferred Respondent; and
 - j. in respect of the documents lodged by a Respondent, complete and deal with documents
- (2) Any time or date in this REOI is for the sole convenience of SLA. The establishment of a time or date in this REOI does not create an obligation on the part of the SLA, to take any action or extend any right to any Respondent to expect that any action be taken on the date established. SLA may notify

Respondents if the SLA exercise any of the rights listed in this REOI but will not be obliged to provide any reasons for their actions.

- (3) If this REOI provides that the 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).

30. EXCLUSIONS OF LIABILITY

- (1) Participation in any stage of this REOI process or in relation to any matter concerning the REOI process will be at each Respondent's sole risk, cost and expense. 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 REOI 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 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 REOI; 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 REOI.
- (2) 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 REOI process, including, without limitation, instances where the Territory or SLA:
 - a. varies or terminates this REOI process or any negotiations with a Respondent;
 - b. decides not to proceed with or to change any aspect of the REOI;
 - c. exercises or fails to exercise any of its rights under or in relation to this REOI; 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.

31. DISCLAIMER

- (1) This REOI is not an offer by the SLA to enter into a 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 REOI has been prepared solely for prospective Respondents to use in deciding whether to respond to this REOI or to undertake further investigation of the opportunity described in it. Neither the information in this REOI 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 REOI process and the projects contemplated by the REOI. Respondents must:
 - a. decide whether to submit a Response based on their own due diligence, inquiries, advice and knowledge 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 REOI process, the projects contemplated by the REOI or anything else; and
 - b. independently satisfy themselves as to the accuracy of this REOI and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of this

REOI and must seek appropriate professional advice about this REOI and all information provided to them with respect to:

- i. the projects contemplated by the REOI; and
- ii. all assumptions, uncertainties and contingencies, which may affect the projects contemplated by the REOI.

(3) Neither the release of this REOI, 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 REOI process;
- b. whether, to whom and on what terms any offer to procure Crown leases will be made; or
- c. whether or not the SLA in fact enter into a Contract for Sale or PDD with a Respondent.

(4) 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 REOI;
- 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 REOI 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 REOI; and
- i. assume no duty of disclosure or fiduciary duty to any interested party.

32. OWNERSHIP OF REQUEST AND RESPONSES

- (1) In this REOI 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 REOI are the property of SLA. All Intellectual Property Rights contained in this REOI are retained by SLA and/or any third party who has given SLA permission to incorporate them in this REOI. No part of this REOI 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 SLA. However, a Respondent may reproduce any information

provided by SLA to them in electronic format as part of this REOI for the sole and exclusive purpose of preparing their Response.

- (3) SLA may, at any stage during the REOI process, require Respondents to:
 - a. return to SLA; or
 - b. destroy and provide SLA with certification of the destruction of;
 - i. any information supplied by SLA to Respondents, in any material form, in connection with the REOI.
- (4) Upon lodgement, all Responses will become the property of SLA. SLA may make further copies of, and use, any Response for the purpose of conducting the REOI 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.

33. DISCLOSURE OF CONFIDENTIAL INFORMATION

- (1) Any requests for information contained in Responses to be treated as Confidential Information will be considered by SLA in their absolute discretion.
- (2) Notwithstanding any other provision in this REOI, a Successful Respondent's details including their name, may be made publicly available by SLA after a Contract for Sale and PDD are entered into.
- (3) If the 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 REOI process, for so long as such information is considered by SLA to be Confidential Information.

34. APPLICABLE LAW

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

35. SECURITY, PROBITY AND FINANCIAL CHECKS

- (1) 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 SLA in this regard.

36. 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 REOI 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.

37. FALSE AND MISLEADING CLAIMS

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

38. 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 REOI), 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, SLA may in their absolute discretion reject any Response lodged by a Respondent that 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. SLA may also involve the Australian Competition and Consumer Commission to provide assistance to the SLA in relation to any competition issues concerning a Respondent or related to a Response.

39. 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.

40. IMPROPER ASSISTANCE

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

ATTACHMENT A SPECIMEN CONTRACT FOR SALE

ATTACHMENT B SPECIMEN PROJECT DELIVERY DEED

ATTACHMENT C SPECIMEN CROWN LEASE

ATTACHMENT D RESPONSE FORM