



**Unity Housing Company Ltd**

**Invitation for Expressions of Interest (EOI) to Supply  
Office accommodation via long term office lease in the Adelaide  
CBD, city fringe or western suburbs**

**Structure of Invitation**

Part A – EOI Process Guidelines

Part B – Specification

Part C – Response



## Part A

# EOI Process Guidelines

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# REFERENCE SCHEDULE

## 1. Unity's Requirements

Summary of Unity's Requirements	<p>Unity Housing Company Ltd requires an office lease for metropolitan operations in the CBD, city fringe or inner western suburbs.</p> <p>Unity will consider various options for long term lease such as:</p> <ul style="list-style-type: none"> <li>• Existing office premises (base building);</li> <li>• Existing office premises with existing fitout;</li> <li>• Working with a developer for purpose built opportunities (base building and fitout) where Unity will be a long term tenant; and</li> <li>• Working with a developer for purpose built opportunities (base building and fitout) where Unity will be long term equity partner.</li> </ul> <p>Unity's objectives are to secure a suitably located office space that meets the locality, spatial and amenity needs of up to 88 staff and provides a centralised location from which to deliver property and tenancy management for our metropolitan housing portfolio.</p>
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## 2. Important Dates

Invitation Issue Date	18 July 2019
Last Queries Date	16 August 2019
Closing Date and Time (South Australian Time)	21 August 2019 5.00pm
<b>Indicative Timetable</b>	
Completion of evaluation	13 September 2019
Approvals	24 September 2019
Notification to Suppliers	25 September 2019
Secondary procurement process (if applicable)	To be negotiated with successful supplier if applicable

## 3. Responses and Lodgement

<b>Form of Lodgement</b>	<input type="checkbox"/> Electronic <input type="checkbox"/> Hardcopy  Instructions: Please tick form of lodgement (either or both may apply)	
Electronic lodgement	Email address	<a href="mailto:eoiumityoffice@unityhousing.org.au">eoiumityoffice@unityhousing.org.au</a>
Hardcopy lodgement	Location for lodgement	81 Osmond Terrace Norwood SA 5067

	Access hours for lodgement	9.00am – 5.00pm Monday to Friday
	Information to be marked on Response	Response to EOI for office accommodation for Unity Housing
	Number of copies required	2

#### 4. Contact Person

Name	Adam Mellow
Position	Executive Manager Assets and Development
Email	<a href="mailto:a.mellow@unityhousing.org.au">a.mellow@unityhousing.org.au</a>
Phone	08 8237 8777

#### 5. Evaluation Criteria

Mandatory criteria	<p>The mandatory criteria are:</p> <ul style="list-style-type: none"> <li>• Meets the minimum floor area required;</li> <li>• Meets the minimum on site carparks required;</li> <li>• Location (CBD, city fringe, inner west);</li> <li>• Compliant with disability access requirements; and</li> <li>• Compliance with Development Act and all relevant Building Codes and Standards.</li> </ul>
Weighted criteria	<p>Weighted criteria:</p> <ul style="list-style-type: none"> <li>• Proximity to public transport options;</li> <li>• Access to transport corridors north and south;</li> <li>• Amenity of the built form (such as ample natural light, inviting entry foyer and modern bathroom and kitchen spaces);</li> <li>• Proximity to local amenities (such as shops and cafes); and</li> <li>• Ease of safe access and egress for vehicles to and from the site.</li> </ul>
Non-weighted criteria	<p>Non-weighted criteria (in no particular order of relative importance):</p> <ul style="list-style-type: none"> <li>• Risk;</li> <li>• Time frame for delivery;</li> <li>• Financial viability;</li> <li>• Lease cost;</li> <li>• Lease term;</li> <li>• Environmental sustainable design; and</li> <li>• Proximity to off-site carparks for staff and visitors.</li> </ul>

# 1 INVITATION

## 1.1 Unity's Requirements

Unity invites You to submit an Expression of Interest ("EOI") for the provision of Unity's Requirements.

Unity is seeking a more detailed understanding of the supplier market and range of solutions that may be available. This EOI process may be the first stage of a multi-stage procurement process (as and if required).

## 1.2 Your Use of Invitation

Without the express prior written consent of Unity, You must not re-produce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging a Response.

## 1.3 EOI Process does not create a contract

Your participation in this EOI Process, (including the preparation and lodgement of Your Response), is at Your sole risk.

Nothing in this Invitation, the EOI Process, or Your Response must be construed as creating any binding contract or other legal relationship (express or implied) between You and Unity.

# 2 STRUCTURE OF INVITATION

This Invitation consists of three parts:

### **Part A EOI Process Guidelines**

Part A contains general information about the EOI Process and how You can make a Response.

### **Part B Specification**

Part B sets out the Unity's Requirements in detail.

### **Part C Response**

Part C sets out the format and information that You are required to provide in Your Response.

You must complete the Part C Response Schedule.

# 3 COMMUNICATION

## 3.1 Contact Person

You may only communicate with the Contact Person about this Invitation.

## **3.2 Requests for Clarification**

Up to and including the Last Queries Date, You may submit a query or request for further information in writing to the Contact Person.

Unity does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

Unity reserves the right in its discretion to inform all other Suppliers of any question or matter You raise and the response given (but may choose not to do so).

Unity is not obliged to consider any clarification from You that it considers to be unsolicited or otherwise impermissible.

## **4 YOUR RESPONSE**

### **4.1 Format of Response**

Your Response must be completed using the Part C Response Schedule, (unless You are otherwise directed).

Your Response must be in English and be concise and only provide what is sufficient to present a complete and effective response.

Unity may disregard any content in a Response that is illegible.

### **4.2 Cost of Preparing Your Response**

You are responsible for the cost of preparing and submitting Your Response and all other costs arising from Your participation in this EOI Process.

## **5 LODGING A RESPONSE**

The Closing Time for lodging Your Response is nominated in the Reference Schedule. Unity may extend the Closing Date and Time in its absolute discretion.

### **5.1 Email**

If You are lodging a Response via email You must satisfy the requirements for email lodgement specified in the Reference Schedule.

You must virus check Your Response (including all constituent files and/or documents) before lodging via email.

You are encouraged to lodge Your Response at least two hours before the Closing Date and Time.

Where a Response is lodged via email, each lodgement will be regarded as full and complete. If You need to modify a single document or a group of documents, You will need to submit all documents again.

Offer(s) lodged via email cannot exceed 30MB.

## **5.2 Hardcopy**

If You lodge a Response in hardcopy You must satisfy the requirements for hardcopy lodgement identified in the Reference Schedule.

Any Response must be:

- a) prominently endorsed with its appropriate heading and the Closing Date and Time
- b) enclosed in a sealed envelope
- c) delivered to the Location by the Closing Date and Time.

You must include the requested number of copies as specified in the Reference Schedule. The copies must be numbered and the original must be clearly marked.

You may lodge a Response by postal mail but any loss or delay is at Your own risk.

## **5.3 Late Responses**

If a Response is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- a) Unity determines in its sole discretion that Unity has caused or contributed to the failure to lodge by the Closing Date and Time, or
- b) Unity decides that exceptional circumstances exist which warrant consideration of the late Response and that acceptance of the late Response does not compromise the integrity of the EOI Process.

## **5.4 Unity's Use of Your Response Materials**

Upon lodgement, all of Your Response Materials will become the property of Unity.

Intellectual Property owned by You or any third parties forming part of the Response Materials will not pass to Unity with the physical property comprising the Response Materials. However, You acknowledge and agree that You have the authority to grant Unity an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Response to the extent necessary to conduct the Evaluation and where applicable, in the preparation of any resultant contract.

# **6 EOI PROCESS CONDUCT**

## **6.1 Your Conduct**

You must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not offer any incentive to, or otherwise attempt to influence, any employee of Unity or any member of an evaluation team at any time
- d) not engage in any collusive or anti-competitive conduct with any Supplier
- e) comply with all laws in force in South Australia applicable to this EOI Process

- f) disclose whether You are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- g) not issue any news releases or responses to media enquiries and questions regarding this EOI Process or this Invitation without Unity's written approval.

If You act contrary to the expectations outlined above, Unity reserves the right (regardless of any subsequent dealings) to exclude Your Response from further consideration.

## **6.2 Unity Conduct**

Unity will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)
- b) give Suppliers the opportunity to compete fairly.

## **6.3 Confidentiality**

You must identify any aspect of Your Response that You consider should be kept confidential including reasons. Unity is not obliged to treat information as confidential and in the absence of any agreement to do so, You acknowledge that Unity has the right to publicly disclose the information.

Any condition in Your Response that seeks to prohibit or restrict Unity's right to disclose will not be accepted.

Notwithstanding any undertaking regarding confidentiality, by submitting a Response, You agree that Unity may forward information relating to You or Your Offer to the Australian Competition and Consumer Commission (ACCC) if Unity reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel conduct or unlawful collusion in relation to this EOI Process (whether or not the suspicion relates to Your Response).

Information supplied by or on behalf of Unity is confidential to Unity and You are obliged to maintain its confidentiality. You may disclose confidential information to any person that has a need to know the information for the purposes of submitting Your Response.

# **7 EVALUATION PROCESS**

## **7.1 Evaluation**

In evaluating Responses Unity will consider:

- a) the Evaluation Criteria
- b) References from referees
- c) any presentations, interviews or site visits
- d) any other information that Unity considers relevant.

Where mandatory criteria are specified in the Reference Schedule and Your Response does not comply with these criteria Unity may choose not to further evaluate Your Response.

Unity may seek the advice of external consultants to assist Unity in evaluating the Responses.

Unity may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Responses
- b) invite any person or entity to lodge a Response
- c) allow a Supplier to change its Response
- d) consider, decline to consider, or accept (at Unity's sole discretion) a Response lodged other than in accordance with this Invitation
- e) seek further information from You regarding Your Response including but not limited to requests for additional information or presentations by, or interviews with You or Your key personnel
- f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- g) make enquiries of any person or entity to obtain information about any Supplier and its Response (including but not limited to any referees)
- h) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

## **7.2 Discontinue Process**

Unity may decide not to proceed any further with the EOI Process or any other procurement process for Unity's Requirement.

## **7.3 Shortlisting**

Unity may choose to shortlist some Suppliers and continue evaluating Responses from those shortlisted Suppliers or conduct a secondary procurement process by invitation to shortlisted Suppliers. Unity is not at any time required to notify You, any Supplier or any other person or organisation interested in making a Response of its intentions or decision to shortlist.

## **7.4 Negotiation**

Unity may choose to:

- a) enter into negotiations with You or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Response on grounds of capability / capacity, technical issues, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Responses generally after any negotiation
- c) suspend, discontinue or terminate at any time negotiations with You or any Supplier or any other person or organisation
- d) negotiate with You or any Supplier for the provision of any part of Unity's Requirement and negotiate with any other Supplier with respect to the same or other parts of Unity's Requirement and to enter into one or more contracts for part or parts of Unity's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to Unity's Requirement or any part of Unity's Requirement with that organisation on such terms as Unity, at its absolute discretion, considers appropriate.

## **7.5 Secondary Procurement Process**

After evaluating all Suppliers' Responses Unity may choose to conduct a subsequent procurement process.

## **7.6 Further Approach to Market**

Unity may choose to make a further approach to market on a similar or different basis than that specified in this Invitation.

# **8 COMPLAINTS AND FEEDBACK ABOUT EOI PROCESS**

## **8.1 Complaints**

If at any time during the EOI Process, You consider that You have been unfairly treated, You must first notify the Contact Person in writing.

If the matter is not resolved, You may then contact the nominated Complaints Officer in writing for the issue to be dealt with.

The issue will then be dealt with in accordance with Unity's complaint management process.

## **8.2 Supplier Feedback**

You may provide feedback directly to Unity through the Contact Person.

Your feedback may be provided, either:

- a) after You have downloaded the Invitation but decided not to proceed with lodging an Offer; or
- b) at the end of the Procurement Process following debrief or contract award (as applicable).

## 9 DEFINITIONS

In this Invitation, unless the contrary intention is apparent:

- a) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Responses are required to be lodged
- b) "Complaints Officer" means the person nominated in the Reference Schedule authorised to deal with complaints about this EOI Process
- c) "Contact Person" means the person nominated in the Reference Schedule authorised by Unity to communicate with Suppliers about the EOI Process
- d) "EOI Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Unity) or upon the earlier termination of the process
- e) "Evaluation" means the process for considering and evaluating Responses in accordance with clause 7.1
- f) "Unity" means Unity Housing Company Ltd, conducting this EOI Process
- g) "Unity's Requirement" means the requirements specified in the Invitation, the Statement of Requirements and the Contract
- h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, semi-conductor, circuit layout, or other form of intellectual property and the right to registration and renewal of the intellectual property
- i) "Invitation" means this document inviting persons to lodge a Response
- j) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek clarification of any matters relating to this Invitation Document
- k) "Mandatory Criteria" means the criteria considered by Unity to be critical and identified in the Reference Schedule
- l) "Response" means the documents constituting a Response lodged by a Supplier to meet Unity's Requirement in accordance with this Invitation
- m) "Response Material" means all documents, data, computer programs, computer discs and other materials and things provided by You or a Supplier in relation to a Response arising out of this Invitation
- n) "Part" means a part of this Invitation
- o) "Reference Schedule" means the reference schedule in Part A of this Invitation
- p) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- q) "Specification" means the information about Unity's Requirement described in Part B
- r) "Supplier" or "You" or "Your" means a person or organisation responding to this Invitation by lodging a Response.

# APPENDIX: DECLARATION IN RELATION TO UNLAWFUL COLLUSION

Re: ..... (“the Expression of Interest”)

[insert name of Expression of Interest]

I, .....of .....

[insert declarant’s name]

[insert supplier’s name and address]

**do hereby declare as follows:**

1. I hold the position of ..... within ..... (“the Supplier”) and that I am authorised to provide this declaration on its behalf.
2. I confirm that the Response submitted by the Supplier is independent and that there has not been any unlawful collusion with any other Supplier or party in connection with this Expression of Interest Process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Supplier and any other person(s), the details of which have been provided to Unity as part of the Response submitted by the Supplier.
3. I confirm that the total value of the goods and/or services to be provided by sub-contractors, to the extent known at the time of making this declaration, is \$..... .
4. [*where that value exceeds either of \$1,000,000 (GST inc) or 25% of the total value of the Response*] Attached hereto is a complete list of all sub-contractors, the value, and the nature of the work to be provided under each sub-contract, to the extent known at the time of making this declaration.
5. I understand that if any part of this declaration is found to be false, Unity reserves the right (regardless of any subsequent dealings) to:
  - terminate negotiations with the Supplier;
  - terminate consideration of the Supplier’s Response; and
  - terminate any contract between the Supplier and Unity in relation to the Procurement without any obligation on Unity to make any payment to the Supplier.

.....

...../...../ 20 ...

Signature

Date

Note: If your Response is submitted jointly with another party or parties then each joint respondent must provide a signed declaration in the form set out in this Appendix.