

# Expressions of Interest for **LEASE OF OFFICE SPACE** Application package



Rylstone Administration Premises  
77 Louee Street, Rylstone NSW 2849

DATE OF PUBLICATION:



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# Submitting an Expression of Interest (EOI)

## Terms

Mid-Western Regional Council (Council) is calling for written Expressions of Interest for the lease of office space within Council's Rylstone Administration Building located at 77 Louee Street, Rylstone.

There are three rooms available which can either be leased separately or collectively. The lease includes communal amenities and a kitchen with facilities.

The successful tenant will be required to enter into a lease agreement with Council for a minimum term of 12 months, and up to 5 years.

The draft lease attached to this EOI is indicative only and the final lease terms are subject to Council's approval in its absolute discretion.

The rooms will be available from January 2024.

The submission period is for 4 weeks, commencing Friday 27<sup>th</sup> October 2023, closing Friday 24 November 2023. The lease term can commence from January 2024.

## Submission instructions

Interested parties should submit their EOI in writing, addressing the evaluation criteria outlined within the information package and include a cover/introductory letter and supporting referees. This information is to be forwarded to:

'Private and Confidential'  
REF: EOI  
General Manager,  
Mid-Western Regional Council  
PO Box 156  
MUDGEE NSW 2850  
Or email: [council@midwestern.nsw.gov.au](mailto:council@midwestern.nsw.gov.au)



# Information about the premises

ITEM	DETAILS
<b>Office spaces and plans</b>	Three (3) rooms are available, being rooms 2, 3 and 4 as shown on the Floor Plans at <b>Annexure A</b>
<b>Indicative lease terms</b>	Rent is paid monthly in advance and adjusted annually by CPI. A market rent assessment is undertaken every 5 years. If the lease is on holdover for more than 12 months rent will increase by the CPI
<b>Office fit-out</b>	Office furniture and equipment to be supplied by the Tenant
<b>Shared facilities</b>	<ul style="list-style-type: none"> <li>■ Kitchen, including fridge, table and chairs</li> <li>■ Amenities</li> <li>■ Side and rear access</li> <li>■ Air-conditioning</li> </ul>
<b>Air-conditioning</b>	Will be set to turn on during work hours as per Lessee requirements.
<b>Access</b>	<ul style="list-style-type: none"> <li>■ Two (2) Fobs to access the building will be issued per successful submission.</li> <li>■ Two (2) keys will be issued for each individual room, per successful submission.</li> <li>■ Additional or replacement Fobs and Keys are \$30 each, at the cost of the Tenant.</li> </ul>
<b>Security systems</b>	Lessee will be able to arm and disarm their own sections.
<b>Meeting room (Chambers)</b>	There is an additional room/space available to be booked for meetings on an ad-hoc basis through the Council's Bookable system. This room is indicated as Room 1 on <b>Annexure A</b> . Additional fees and charges will apply, as per Council's Fees and Charges.



# Key lease terms

PLEASE NOTE: KEY LEASE TERMS ARE INDICATIVE ONLY AND COUNCIL RETAINS DISCRETION TO ALTER THE PROVISIONS OF ANY FINAL LEASE ISSUED.

## Lease term

Minimum 12 months, up to five years.

## Tenancy floor plans

As per **Annexure A**. Relevant floor plans will form part of the leases granted to successful EOI applicants.

## Rent and estimated outgoings

Tenants will be required to contribute to the buildings' outgoings and common areas cleaning based on the percentage area occupied by the Tenant. Tenants will be responsible for cleaning their own office space.

GST exclusive gross rental offers are invited. Council seeks to achieve market rents for its properties as the revenue generated from leasing is invested back into the community.

ROOM	AREA M2	RENT \$/WEEK	ESTIMATED OUTGOINGS \$/WEEK
2	42		\$122.80
3	9		\$26.30
4	15		\$43.80

## Repair, maintenance, and replacement responsibilities

Responsibility for repair, maintenance and replacement is split between the Lessor and Lessee. The lessor is responsible mainly for building fabric and the Lessee for fixtures and fittings and tenancy items. Please refer to *Repairs, maintenance and replacements* below for an itemised list.

## Office hours

Hours of operation are generally restricted to Monday to Friday, 9am to 4.30pm but requirements for access outside these hours should be covered in the EOI for consideration by Council.

## Work health and safety

The Lessee will be required to comply with all relevant provisions of the Work Health and Safety Act 2011.

## Law

The Lessee will be required to comply with all applicable Law.



# Key lease terms

## Insurance

The Lessee will be required to provide evidence of current public liability insurance in an amount of not less than \$20m per incident noting the interest of Mid-Western Regional Council.

## Indemnity

Leases granted to the successful EOI applicants will include an indemnity clause.

The lessee agrees to:

a) Compensate and meet all claims of:

- I. The lessor for the loss of or damage to part of whole of the property of to the building of which the property forms part or to the common areas and for loss of rent;
- II. Any person for the loss of or damage to his or her personal property, and
- III. Any person for personal injury or death,

As a result of or arising out of any accident or neglect or a deliberate or careless act on the property, the building or on any part of the common areas by the lessee their employees agents any person present on the property, the building or on the common areas with the consent of the lessee their employees or agents or as a result of or arising out of a breach of any condition of this lease.

- b) In these circumstances the lessee shall meet all claims whether they are made directly against any one or more of the lessee or the lessor. Any resultant repairs or building work to the property the building or the common areas shall be carried out at the expense of the lessee by a builder approved by the lessor.
- c) The lessee's obligations under this condition will continue notwithstanding the termination of lease.

## Termination

The Lessor may give notice of termination at any time to the Lessee by notice in writing. The date of termination will be not less than 6 months from the date of the service of a termination notice.

## Assignment and subletting

The Lessee shall not assign its interest in any sublease granted or mortgage or assign its interest without prior written consent of the Lessor.



# Repairs, maintenance and replacements

Item	Responsibility of the Lessor	Responsibility of the Lessee
<b>Cleaning</b>	External buildings such as timberwork, window frames, steelwork etc as required	All cleaning and waste removal from within the tenancy including cleaning internal windows
<b>Fire systems</b>	<ul style="list-style-type: none"> <li>■ All fire systems including sprinklers, smoke detectors, fire doors etc. Except where noted as a Lessee responsibility</li> <li>■ Major end of life replacements for fire equipment excluding the fire extinguishers and fire blankets</li> <li>■ Maintain and replace all fire extinguishers and fire blankets with the tenancy, except when damaged/misplaced by the Lessee</li> </ul>	<ul style="list-style-type: none"> <li>■ Cost of repair or replacement of fire door when damaged by the Lessee</li> <li>■ Adjustments to the fire systems to suit operational requirements or changes to fit out</li> </ul>
<b>Air conditioning</b>	Maintenance of base building air conditioning systems including replacement, if required.	
<b>Electrical systems</b>	<ul style="list-style-type: none"> <li>■ Repair and maintenance of the emergency lights and exit signs</li> <li>■ End of life replacement of the main building distribution board</li> </ul>	<ul style="list-style-type: none"> <li>■ Maintain all electrical items within the tenancy including lighting replacement, globe replacements, power points etc.</li> <li>■ Testing and tagging all extension leads, office equipment</li> </ul>
<b>Security System</b>	Maintenance and replacement of security systems except for any tenancy specific systems	Maintenance and replacement of all tenancy security systems
<b>Building structure</b>	Building structure including external walls, roof, external doors, roof access system	Maintenance, repair and replacement of the building fabric within the tenancy including walls, doors, glass partitions etc
<b>Carpet and flooring</b>	Repair and replacement of carpet and flooring in common areas	Repair and replacement of carpeting and flooring within tenancy
<b>Painting</b>	External painting	All repainting of tenancy space.
<b>Tenancy specific equipment</b>		Repairs, maintenance and end of life replacement, including any desks, partitions or other office furniture provided by Lessor within the tenancy (if applicable)

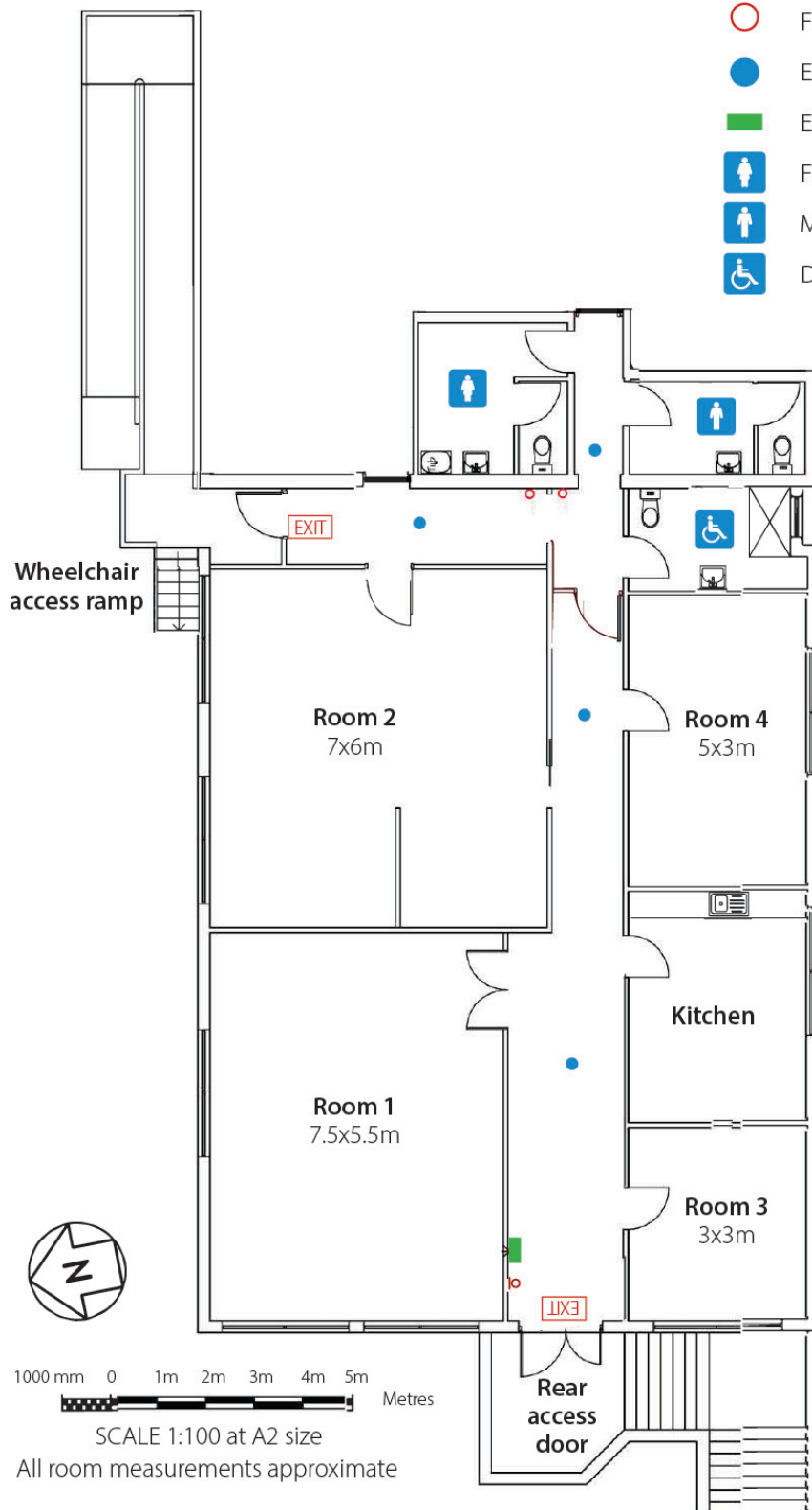




# Annexure A – Floor Plan

## Key


- EXIT Exits
- Fire Extinguisher
- Emergency Lighting
- Emergency Evacuation Switch
- ♀ Female Bathroom
- ♂ Male Bathroom
- ♿ Disabled Bathroom



1000 mm 0 1m 2m 3m 4m 5m Metres

SCALE 1:100 at A2 size

All room measurements approximate



# Submitters information and evaluation criteria

All EOI submissions must include submitters' details and address the evaluation criteria to be eligible for consideration as outlined below in items 1-4\*.

## Note to submitters

Care will need to be taken to identify all information that will be required by Council to undertake a full evaluation in respect of the evaluation criterion and as per the Licence requirements & conditions.

Submitters should provide responses that address the criteria set out under the Evaluation Criteria. It is recommended that submitters address the evaluation criteria in separate sections of the narrative and that each section is labelled with the name of the criterion under discussion to assist the evaluation panel in evaluating the merits of the submission.

Submissions received in other formats may be considered so long as they meet the conditions for participation and address all other evaluation criteria.

## EVALUATION CRITERIA

CRITERIA	SBMITTER MUST SUPPLY	WEIGHT
<b>Business Type/Activity</b>	Demonstrate business type/activity and benefit to community/visitors to Rylstone and surrounding areas	30%
<b>Experience</b>	Evidence of the submitter's experience/operations for proposed business type/activity Include 2 written references	20%
<b>Proposed Licence Fee</b>	A proposed monthly rental payable for the term of the licence. (additional to outgoing costs)	30%
<b>Financial Viability &amp; Performance</b>	Evidence of financial capacity of the submitter to meet rent/maintenance requirements; this may be based on reference checks	20%

## EOI TIMEFRAME

Selection Process	Date
<b>Submissions open</b>	Friday 27 <sup>th</sup> October 2023 (4 weeks)
<b>Site inspection</b> Inspection of the spaces in person is available by appointment only. Please contact Kelly Barnes, Property Coordinator by email for details at <a href="mailto:council@midwestern.nsw.gov.au">council@midwestern.nsw.gov.au</a>	Week commencing (2 <sup>nd</sup> week)
<b>Closing date for submissions</b>	5pm Friday 24 <sup>th</sup> November
<b>Notify successful applicants (s)</b>	4 <sup>th</sup> December 2023
<b>Notify unsuccessful applicants (s)</b>	4 <sup>th</sup> December 2023
<b>Lease (s) commencement date</b>	By negotiation



# Application form

## DETAILS OF SUBMITTER

SUBMITTERS ARE REQUIRED TO DEMONSTRATE THEIR CAPACITY TO CONDUCT THE NOMINATED USE BY SUPPLYING THE FOLLOWING INFORMATION. THIS INFORMATION AND OTHER DATA WILL BE USED TO ASSIST IN THE EVALUATION OF EXPRESSIONS OF INTERESTS SUBMITTED. IF NECESSARY, AN INTERVIEW WILL BE ARRANGED BETWEEN THE SUBMITTER AND COUNCIL REPRESENTATIVES TO CLARIFY DETAILS SUBMITTED.

## 1. APPLICANT DETAILS

Submitter full name

Registered address

Postal address

Telephone number

Email address

## 2. BUSINESS DETAILS

Business Identification Type of Organisation (tick one box to indicate type of organisation)

Individual

Partnership

Limited Liability Company

Other (please elaborate)

If a partnership, give full names and addresses of all Partners



# Application form

A separate sheet can be supplied to respond in more detail to items 1-2 below.

### **Business type/activity**

Provide a detailed outline of your business operations, proposed hours/days of operation, customer base, and including any special considerations relevant to the occupation of Council facilities and continued success of your business ie marketing material/signage.

### **Experience**

Provide information on the number of years/experience and history you have had with the business activity/type proposed, including any other experience that may be relevant.

## **3. PROPOSED LICENSE FEE**

Provide a proposed weekly rent for lease of one or more rooms, with rent to be allocated per room. Outgoings are additional and are allocated by room in the table above.



# Application form

## 4. FINANCIAL VIABILITY & PERFORMANCE

### Viability

As sole trader, partner, company director, manager or secretary have you been:

Declared bankrupt or compounded with, or entered a scheme of arrangement with creditors?

YES

NO

Engaged in the management of any company which has taken, or had instigated against it, any action resulting in the winding up of the company, being placed under management, or having a receiver/manager appointed?

YES

NO

Are there any significant events, matters or circumstances that have arisen since the end of the last financial reporting period that may significantly affect your performance on this License?

YES

NO

Are you aware of the existence of any breaches or defaults of any agreement, lease, order or award binding upon the submitters' company?

YES

NO

If you have answered yes to any of the above, please provide a full explanation on a separate sheet adopting the numbering system of this schedule attaching all the relevant details.

### Performance

Evidence of financial capacity of the submitter to provide the services and their financial sustainability; this may be based on reference checks.

## 5. CONFLICT OF INTEREST DISCLOSURE

Provide details of any actual or perceived interests, relationships or clients that may cause a conflict of interest and actions to prevent or manage the conflicts of interest.



# Application form

### Statement of Conflict

The submitter confirms that it has no conflicts in connection with this Expression of Interest and its submitter has nothing to declare

YES

NO

If 'No' the submitter is to complete the next statement below.

If there is a conflict in connection with this Expression of Interest and the submitter has disclosed it below, together with the strategy it has in place to manage it.

YES

NO

Provide details of conflicts if applicable

## 6. SUBMITTER DECLARATION

The Submitter warrants that it has full understanding of the requirements set out in the Request for Expression of Interest and that no actual or potential conflicts of interest in connection with this Request for Expression of Interest exist, other than those disclosed in Item 5 of the Application Form. The Submitter undertakes to comply with any reasonable request of Council for additional information to enable Council to undertake a full assessment of the Submitters financial viability. The Submitter has, of their own accord, conducted an inspection of the Premises related to the Expression of Interest and in doing so has acquired a sound knowledge of the physical characteristics of the available space and any consequential procedures and processes that may arise as a result of any environmental or geographical constraints or conditions. The Submitter understands that it is the responsibility of the Submitter to inform all personnel, agents and Subcontractors of the Submitter of all information pursuant to the preceding paragraph.

The Submitter confirms that the information provided in the Expression of Interest is true, correct and complete.

Submitter 1 full name

Signature

Date

Submitter 2 full name

Signature

Date