



GRAYLANDS CAMPUS PROJECT

Design and Construction of Graylands Campus Project: Managing Contractor Works

PROJECT NO: 15821

Invitation for Expressions of Interest

Issued by: Office of Major Infrastructure Delivery

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1. Introduction

1.1 The Opportunity

The Western Australian State Government has approved funding for the delivery of the Graylands Campus Project (**GCP** or the **Project**), incorporating new forensic mental health facilities at the existing Graylands Hospital site located at the intersection of Brockway Road and John XXIII Ave within the City of Nedlands.

An opportunity exists for the provision of Managing Contractor services for the design and construction of 40 new forensic mental health beds, an Integrated Patient Services and Rehabilitation Centre ("the Hub"), site works, road works and secure perimeter fencing at the Graylands Hospital site (refer Schedule 2 part B). The GCP also includes design and construction of Claremont Therapeutic Riding Centre (**CTRC**) and its relocation from the northeastern corner of the Graylands Hospital site to a new site to the north of John XXIII Ave (refer Schedule 2 part C).

The **Project** may incorporate works on the site during Stage 1.

Construction must be planned to ensure hospital operations are maintained at all times. The Managing Contractor's works (**MC Works**) will require extensive coordination with the State to ensure the impact of construction works on hospital operations is kept to a minimum.

This Invitation seeks Expressions of Interest (**EOIs**) for the appointment of a Managing Contractor (**Contractor**) to undertake the design and construction of the MC Works, with site works anticipated to commence in quarter two (Q2) of 2026 (Stage 1 Works) and practical completion of all MC Works by quarter four (Q4) of 2028.

1.2 Purpose of this Invitation

The purpose of this Invitation is to:

- (a) invite prospective Respondents to submit an EOI;
- (b) provide details and information concerning the MC Works to prospective Respondents; and
- (c) set out the:
 - (i) information to be included in the EOIs;
 - (ii) evaluation Criteria against which the EOIs will be evaluated; and
 - (iii) Terms and Conditions for the Procurement Process (see Attachment 1).

Following receipt and evaluation of EOIs from Respondents, the State may select a number of Respondents to proceed to the Request for Proposals (**RFP**) Phase with the aim of entering into contractual arrangements with the Respondent which provides the best value for money Proposal to the State for the delivery of the MC Works.

Definitions of terms used in this Invitation are set out in the Glossary in **Schedule 1**.

1.3 Procurement Model

The State has approved the delivery of the MC Works under a Managing Contractor (**MC**) procurement model.

1.4 State Parties

The Procurement Process is being undertaken and administered by the Office of Major Infrastructure Delivery (**OMID**) in consultation with the Department of Health (**DoH**) and its relevant health service providers (**HSPs**) – specifically, the North Metropolitan Health Service (**NMHS**) and Health Support Services (**HSS**) – on behalf of the State.

The contractual arrangements for the MC Works will be entered into by the Minister for Works.

2. Project Information: Planning and Design Requirements

The design and construction of the MC Works must take into consideration the GCP objectives and target outcomes of the DoH and the strategic development and operational models of each relevant HSP.

2.1 Overview of DoH, NMHS and HSS

The DoH provides leadership and management of the Western Australian public health system, ensuring the delivery of high quality, safe and timely health services across the State.

The HSPs are health service providers established under the *Health Services Act 2016* (WA), each governed by a Board accountable to the Minister for Health. NMHS is responsible and accountable for the delivery of safe, high-quality, efficient, and economical health services for the health service area in which the GCP is located.

Similarly, HSS is responsible and accountable for the delivery of support services, including information and communication technology services.

2.2 Project Vision and Strategic Objectives

The overarching vision for the GCP is to deliver contemporary models of care which focus on person-centricity and integrated care in Western Australia's forensic mental health service delivery. These models adopt a holistic approach to care, recognising the interconnectedness between mental, social, emotional and physical wellbeing.

Furthermore, the Project recognises the importance of culturally appropriate models of care for Aboriginal people, who are significantly over-represented in both mental health and justice systems.

In line with delivering the high-level project vision, six key focus areas have been identified to guide decision making and ensure the success of the GCP as identified in Table 1 below.

Table 1: Strategic Objective Focus Areas

Strategic Objective	Description
Recovery Orientated Care and Personal Recovery	Recovery processes are best supported in a positive, comforting environment complemented by safety in the therapeutic relationship. Incorporate the Aboriginal Community Health Services (ACCHS) Social and Emotional Wellbeing (SEWB) Service Model to support Aboriginal people's recovery. Support personal recovery goals by providing services that include recovery-orientated mental health principles.
Relationship-Centric	Relationships are at the centre of care. Skills and training for the workforce are prioritised to build therapeutic alliances that enhance outcomes for consumers and carers along the recovery pathway. Relationship orientated approaches rebuild attachments or maintain consumer connections and therefore approaches and workforce are tailored in a values-led manner to meet consumer needs.

Needs Driven	Provide a hopeful, secure, positive, respectful and culturally safe environment that seeks to meet the unique needs every individual. Increase the likelihood of successful recovery and safe integration into the community through meeting the person's holistic needs.
Least Restrictive	Uphold the right of the consumer to be treated in the least restrictive environment that does not impose serious risk to the consumer, staff or the community. Balance the rights of the public to protection against the risk of harm while creating environments and care practices that support recovery orientated care and personal wellbeing, and preserve consumer dignity, rights and freedoms.
Trauma Informed	Recognise that experience of trauma is pervasive and shift the care focus from “what is wrong with you” to “what happened to you”. Recognise the experience of trauma for Aboriginal people is compounded by intergenerational trauma and the legacy of colonisation. Minimise feelings of distress through restoring feelings of safety, a sense of control and stability and increasing feeling of calm.
Sustainability	Identification and maintenance of partnerships and collaboration within and outside the service to ensure quality, depth and breadth of services are available. Ensure service delivery is sustainable, and workforce is trained, supported and upskilled. Mindful use of environmentally sustainable practices and innovative or alternative technologies.

2.3 Project Objectives

The delivery of the GCP and all related procurement and implementation strategies will be guided by the following project delivery objectives:

- **Quality** – deliver the Project to the required level of quality and compliance;
- **Schedule** – deliver the Project within the approved schedule for handover and transition to operations;
- **Cost** – deliver the Project within the approved budget;
- **Stakeholders** – deliver the Project engaging proactively and positively with the community without causing any adverse stakeholder reaction;
- **Transition** – ensure a smooth transition to operational commissioning to the required level and quality of services;
- **Interfaces** – deliver the Project without unacceptable impacts on clinical and non-clinical services or site users; and
- **Construction Occupational Health and Safety** – deliver the Project without causing health, safety, or environmental incidents.

3. Project Scope

The Contractor will undertake the design and construction of the GCP. The Contractor's responsibilities will be documented in detail in the Draft MC Contract that will be issued as part of the RFP documentation.

The State is preparing the Project Brief which will document in detail the scope of work and include the functional, architectural and engineering briefs, which will specify the State's detailed performance requirements for the MC Works.

A summary of the Contractor's main responsibilities is contained in Table 2 below. The Contractor's responsibilities will be documented in detail in the Draft MC Contract, including meeting the minimum requirements of the Project Brief.

Table 2: Scope of MC Works

Scope of the MC Works
Design and construction of the MC Works, which includes: 1. Sub-Acute Male Unit (32 bed) 2. Child and Adolescent Unit (8 bed) 3. Integrated Patient Services and Rehabilitation Centre (Hub) 4. Critical infrastructure upgrades. 5. Secure Perimeter 6. Claremont Therapeutic Riding Centre Relocation 7. Site Works including roadworks, car parking, pedestrian pathways, landscaping and lighting

3.1 Interface Management

The Contractor will be required to manage interfaces between the MC Works and any State's Works whilst also ensuring that the impact of these works on hospital operations is kept within acceptable levels.

3.2 Site Information

3.2.1 Overview of the Site

The Claremont Therapeutic Riding Centre (**CTRC**) currently occupies the northeast corner of the Graylands Hospital site. In order to facilitate the GCP, the CTRC is to be relocated to a new site north of the Graylands Hospital site.

The Graylands Hospital site and proposed new CTRC site comprises two lots situated along the intersection of Brockway Road and John XXIII Drive within the City of Nedlands.

3.2.2 Current land tenure

The Graylands Hospital site is on Lot 15061 of Deposited Plan 36844 (Crown Reserve 8636).

The new CTRC site is on Lot 551 of Deposited Plan 429101 (Crown Reserve 39478).

3.2.3 Native Title and Aboriginal Heritage

The site is not identified as a registered Aboriginal Heritage site.

There is no record of any registered Aboriginal Heritage Sites affecting the site.

The State will be responsible for obtaining *Aboriginal Heritage Act 1972* (WA) approvals (if required).

3.2.4 Physical Characteristics of the Sites

Detailed documentation will be provided to Shortlisted Respondents as part of the RFP.

3.3 Approvals

The Contractor will be required to obtain all approvals for the MC Works other than approvals under the *Aboriginal Heritage Act 1972* (WA) (if required).

The Contractor will be required to obtain all Development Approvals associated with the MC Works.

The Contractor will also be required to obtain local authority approvals including any Building Permits (or other related permits).

The State will provide such assistance as is reasonably requested by the Contractor in respect of approvals which must be obtained by the Contractor in the State's name.

The Contractor will be responsible for achieving compliance with the conditions of any approvals that relate to the MC Works.

3.4 Services and Utilities

Detailed documentation will be provided to Shortlisted Respondents as part of the RFP.

3.5 Project Budget

Full details of the budget allocation for the MC Works component of the overall GCP scope will be provided in the RFP.

3.6 Policies and Processes

Key Government policies and processes and other additional information relevant to the MC Works are set out in Schedule 3 to this Invitation.

4. Commercial Framework

4.1 Contract model

The State intends to deliver the MC Works using a '2 stage' MC Contract. In particular, the adoption of the MC Contract seeks to:

- involve the Contractor early in the MC Works, thereby improving efficiencies in project delivery and encouraging innovation;
- facilitate collaboration between the State and the Contractor in the development of the MC Works, including in respect of design development and interface and integration management;
- facilitate consideration of constructability, sustainability and value management at an early stage of the MC Works; and
- enable the development of a design and construction solution that best satisfies the State's objectives to deliver the MC Works within the project budget and specified timeframe to appropriate quality.

4.2 Contract overview

4.2.1 Stage 1

During Stage 1 of the MC Contract, the Contractor will prepare design documentation, cost plans, procurement plans and an MC Works programme, in accordance with the Project Brief and to the satisfaction of the State.

The design will be refined to meet design objectives, budget and programming targets and to the point where the majority of the subcontract packages required to deliver the MC Works can be tendered by the Contractor.

The Contractor will, during Stage 1, be required to obtain tendered prices for subcontract packages with a combined value expected to be at least 80% of the value of the overall works.

At the conclusion of Stage 1, the Contractor will be required to make an offer to complete the design and undertake the construction and commissioning of the MC Works. The Contractor will, as part of that offer, be required to specify a Guaranteed Construction Sum (**GCS**).

The tendered subcontract prices will form the basis of (but not the entirety of) the GCS. The Contractor will be required to submit a "Stage 2 Offer" comprising the GCS, together with an updated programme, project plans and design documentation. The State may accept or reject the Stage 2 Offer at its discretion.

4.2.2 Stage 2

If the Contractor's "Stage 2 Offer" is accepted, the MC Contract will extend to Stage 2. During Stage 2, the Contractor will complete the design and undertake the construction of the MC Works, including completing "for construction" documentation.

At the end of Stage 2, the Contractor will undertake the commissioning, transition and

handover of the MC Works.

Stage 1, Stage 2 and the pricing framework for the MC Contract will be fully described in the RFP.

4.3 Commercial principles

Set out below is a high-level summary of the commercial principles that the State proposes to adopt for the 2 stages of the MC Contract. The State reserves the right to change its position in relation to these commercial principles. This high-level summary of commercial principles will be superseded by the Draft MC Contract to be provided to Shortlisted Respondents as part of the RFP.

Table 3: Summary of Commercial Principles

Issue	Principle
Design	Design will be undertaken by the Contractor (typically through the engagement of design consultants), through a structured process. Design Work will proceed through a structured process, to be fully documented in the Contract. The Detailed Design phase will involve design presentations to stakeholders and design review by the State. The Contractor's management of the design process (including stakeholder management, design development, innovation and options analyses) is a critical issue for the MC Works. The Contractor will need to present design options and information in a way which will be easily understood by project stakeholders who do not have a design or construction background. Risk in respect of the developed design will be retained by the Contractor throughout both Stage 1 and Stage 2. In particular, the Contractor will be required to warrant that the MC Works are fit for their intended purposes. Any design review by the State will be for the State's benefit and will not affect design obligations owed by the Contractor.
Construction	The Contractor will be required to do all things necessary for the construction, commissioning, completion, transition and handover of the MC Works.
Price and Payment	The Contractor will receive the following heads of payment on a monthly basis during Stage 1: • a management fee (at rates pre-agreed through the procurement process); and • a design fee (at rates pre-agreed through the procurement process). It is anticipated that works may be undertaken by the Contractor during Stage 1. To the extent works are undertaken during Stage 1, the Contractor will be entitled to additional payment for such works on the terms to be set out in the Draft MC Contract. The Contractor will be paid the following amounts during Stage 2: • a design fee (at rates pre-agreed through the procurement process);

	• preliminaries (at rates pre-agreed through the procurement process); • Stage 2 Margin (calculated using percentages agreed through the procurement process); and • actual costs incurred for the works, up to the agreed capped GCS. The State's obligation to reimburse the Contractor's actual costs will exclude certain matters, including costs incurred by the Contractor for defect rectification and arising from any breach of contract or negligence by the Contractor or any Subcontractor. If the Contractor's aggregate actual costs are less than the GCS, the Contractor will be paid a share of savings, under a prescribed formula that will be fully detailed in the Draft MC Contract.
Stage 2 Offer	The Contractor will submit the Stage 2 Offer, including the GCS for the construction of the MC Works, at the conclusion of Stage 1. The State reserves the right to accept or reject the Stage 2 Offer in its discretion.
Management	The Contractor will be required to develop and regularly update a cost plan, a programme, and project management plans for the MC Works. The Contractor must ensure that the total contract value for the MC Works remains within the Project Budget without diminishing the quality and scope required.
Independent Certifier	Certain functions under the Contract may be performed by an Independent Certifier. The Contractor (along with the State and the Independent Certifier) will be required to enter into an Independent Certifier Deed.
Stage 1 Works	The Contractor may undertake Stage 1 works as agreed with the State to ensure the State's timeframes for the MC Works are met.
Performance Securities	The Contractor will be required to provide performance securities for Stage 1 and Stage 2.
Time	Liquidated damages will apply if practical completion is not achieved by the date for practical completion.
Fit for purpose	The Contractor will be required to design and construct the MC Works so that the works are fit for the purposes described in the Contract, including the Project Brief.
Commissioning, Completion and post commissioning optimisation	The Contractor must develop and undertake extensive testing and commissioning of the MC Works, including post commissioning optimisation.
Defects	There will be a defects liability period, including routine and preventative maintenance on building services plant and equipment, for the MC Works of 24 months from date of practical completion.

5. Procurement Process

5.1 Procurement Phases

The intended Procurement Process for engaging the Contractor comprises three stages as described below.

5.1.1 EOI Phase

The issue of this Invitation is the first stage of the Procurement Process for the MC Works.

Respondents are invited to submit an EOI in response to this Invitation.

Subject to suitable responses being received, the State intends to invite a limited number of Shortlisted Respondents to progress to the RFP Phase of the Procurement Process following the evaluation of the EOIs in accordance with this Invitation.

The shortlisting of Respondents for the RFP Phase will be at the absolute discretion of the State and will be final and binding.

5.1.2 RFP Phase

The State intends that the second phase of the Procurement Process will involve the RFP Phase, which may include the release of the following information to the Shortlisted Respondents:

- the RFP instructions and Evaluation Criteria;
- the Project Brief, which includes the functional brief, architectural and engineering briefs, for the MC Works; and
- the proposed MC Contract.

The RFP Phase may also involve an Interactive Tender Process between the State and each Shortlisted Respondent.

5.1.3 Negotiations

Following detailed evaluation of Proposals, the State expects to select one or more Shortlisted Respondents to proceed to negotiations with a view to resolving all remaining legal and technical issues. Subject to the outcome of negotiations being acceptable, the State intends to then enter into the MC Contract with the Preferred Respondent.

The Procurement Process described above is indicative only. The State may exercise its rights under Attachment 1, including by changing or terminating this Procurement Process at any stage.

5.2 State Advisors

The following State advisors have been appointed to assist the State in the Procurement Process.

Table 4: State Advisors

Discipline	Advisor
Legal Advisor	State Solicitor's Office
Probity Advisor	Stantons
Cost Planning and Cost Management Advisor	Ralph Beattie Bosworth
Financial Viability Assessor	2020 Global

State Advisors have been retained under exclusive arrangements with the State and are not available to provide any service or information to any Respondents, or any prospective Respondents, without the prior written approval of the State.

5.3 Timetable

Details of the anticipated timing for the Procurement Process and the MC Works generally are provided in the timetable below. This timetable is indicative only and the State reserves the right to change the timetable in its absolute discretion.

Table 5: Indicative Procurement Process and MC Works timetable

Event	Target Date
EOI Phase	
Release of EOI	16 October 2025
Closing date for submission of EOIs	12 November 2025
RFP Phase	
Shortlisting of Respondents to proceed to RFP Phase	Q1 2026
Release of RFP	Q1 2026
Closing date for Proposals	Q1 2026
Stage 1 MC Design and Documentation	
Execute MC Contract (Contractual Close)	Q2 2026
Stage 2 Construction of Main Works	
Stage 2 MC Offer (including GCS) submitted	Q2 2027
Practical Completion of the MC Works	Q4 2028

5.4 Bid Contribution

A Bid Contribution will only apply to Respondents invited to the RFP stage of this process. Respondents will be eligible for a bid contribution payment in the amount of up to \$250,000 (exclusive of GST) irrespective of whether the Respondent is awarded the Contract.

The details of the Bid Contribution requirements will be made available in the RFP.

For clarity, Proponents are not entitled to receive any payment under this scheme for any costs associated with this EOI Request.

6. Evaluation of EOIs

6.1 Evaluation Approach

In evaluating EOIs, the State will:

- (a) assess EOIs against the Weighted Evaluation Criteria (which have been ascribed a weighting on a percentage basis identifying the relative importance of each criterion);
- (b) assess EOIs against the Non-Weighted Evaluation Criteria;
- (c) take into account the performance of the Respondent at any meetings, interviews, workshops or presentations; and
- (d) take into account the extent to which the EOI:
 - (i) is clear and comprehensive;
 - (ii) contains all information required by this Invitation; and
 - (iii) responds consistently to each of the Evaluation Criteria.

In evaluating EOIs, the State may take into account any other information available to the State concerning the Respondent or its EOI.

Respondents may be required to participate in a presentation to the Evaluation Panel.

6.2 Evaluation Criteria

The State is seeking to identify Respondents with the vision, capacity and ability to deliver the MC Works and hence, which are suitable to proceed to the RFP Phase of the Procurement Process. EOIs will be assessed by the State against the Evaluation Criteria below. The Evaluation Criteria comprise the following:

- (a) **Weighted Evaluation Criteria:** Criteria 1 to 4 have been assigned a weighting (expressed in percentage terms) which will be used to establish the relative importance of each criterion in the qualitative assessment of the EOI; and
- (b) **Non-Weighted Evaluation Criterion:** Criterion 5 has not been assigned a weighting and will not be taken into account in the weighted evaluation process. Nevertheless, the Non-Weighted Evaluation Criteria are important evaluation considerations and will be taken into account as part of the EOI evaluation process and in the State's decision as to whether or not to shortlist a Respondent.

The Evaluation Criteria are summarised below in Table 6:

Table 6: Evaluation Criteria Summary

Evaluation Criteria		Weighting
Weighted Evaluation Criteria		
1	Project understanding and approach	15%
2	Organisational structure, experience and resourcing strategy	20%

3	Design capability and expertise	30%
4	Construction capability and experience	35%
Non-Weighted Evaluation Criteria		
5	Respondent's financial capacity	N/A

Respondents who score highly in the Weighted Evaluation Criteria may not necessarily become Shortlisted Respondents if such Respondents do not demonstrate satisfactory compliance with the Non-Weighted Evaluation Criteria.

The response information to be included in the EOI is set out in Table 7. The State requires Respondents to carefully consider and respond to each criterion when formulating their EOI responses.

Table 7: Evaluation Criteria Response Requirements

Evaluation Criteria		Weighting
Weighted Evaluation Criteria		
1	Project understanding and approach The degree to which the Respondent can demonstrate: - An understanding of the GCP; - An understanding of the MC procurement approach; - An understanding of the critical issues that may typically be encountered for a project such as this; - A clear understanding of the unique requirements of a forensic mental health facility project and how these are addressed in design; - An understanding of the need to manage the necessary design interface requirements of the State as well as the construction interface inherent with undertaking works within an operational facility; - Its approach to evidence-based design practice with a commitment to continuous research; - Its approach to harnessing its direct experience of previous, relevant projects; and - An understanding of challenges associated with delivering projects of this nature in an operational facility with close neighbouring mental health facilities. Response to include: - Details of the 5 most significant issues for the MC Works (throughout both Stage 1 and Stage 2 of the MC Contract), the reasons why these issues are significant and details of the Respondent's approach/solution to deal with these issues; and - Details of 5 examples of innovation or value adds in design and construction on other projects of relevance to the GCP and that will derisk the project.	15%

Evaluation Criteria	Weighting
2 Organisational Structure, Experience and Resourcing Strategy The degree to which the Respondent demonstrates that it has an organisational structure and resourcing strategy suitable to successfully deliver both Stage 1 and Stage 2. This includes a consideration of the: ▪ Suitability, appropriateness and adequacy of the Respondent's proposed organisational structure during each MC Works Stage; ▪ Relevant and recent experience of the Respondent and Respondent Members in delivering MC contracts and/or mental health facilities (or other relevant projects) in an operational health campus environment, individually and together with other Respondent Members; and ▪ Ability of the Respondent to successfully resource and deliver the MC Works in accordance with the proposed timetable, based on the Respondent's track record and its proposed approach for delivering the MC Works. Response to include: ▪ The Respondent's proposed organisational structure for: – Stage 1; and – Stage 2, accompanied by commentary that explains why these structures are suitable and appropriate for the MC Works. ▪ Summary for each Respondent Member that identifies its relevant and recent experience of delivering MC contracts and/or health facilities or other relevant projects, both individually and together with other Respondent Members. ▪ Summary of up to 5 recent projects delivered by the Respondent and/or Respondent Members that identifies the relevance and success of the example projects described and demonstrates their ability to: – deliver projects on time; and – successfully resource and deliver the MC Works in accordance with the proposed timetable.	20%

Evaluation Criteria	Weighting
3 Design capability and expertise The degree to which the Respondent can demonstrate that it has the skills, track record and capability necessary to manage and deliver the design elements of the MC Works in accordance with the design quality principles of the MC procurement model and the State's ambition for a high-quality design outcome, including the Respondent's ability to: ▪ Demonstrate expertise in achieving design excellence in hospital, forensic mental health facilities or complex health facility projects of similar scale to the MC Works; ▪ Demonstrate understanding of the design requirements of a forensic mental health facility of the scale and complexity required and how the appreciation and understanding of mental health specific design requirements will be managed and delivered; ▪ Develop and manage a large multi-disciplinary design team from design review through to building documentation and construction of a hospital or complex health infrastructure project; and ▪ Engage appropriately skilled expertise, including specialist input, over the duration of project delivery, in a cohesive, well-integrated way that maximises value to the MC Works. Response to include: ▪ Evidence of hospital, forensic mental health facility or similar health facility design experience and expertise. The response should include imagery and a brief description of comparable past projects outlining their relevance to the MC Works; ▪ Capabilities and experience of the design team including detailed examples which demonstrate its capability to deliver responsiveness to forensic mental health specific requirements and functionality, complex site context, build quality, engineering efficiency, sustainability, innovation and creativity. The role of key nominated team members to successful past projects should be outlined in the response; ▪ Details of key design personnel including their proposed role in the design team, their relevant qualifications, the aspects of the project to which they will contribute and their level of commitment to the MC Works during each stage of delivery; ▪ At least 3 examples of multi-disciplinary design team management on a hospital, forensic mental health facility or similarly complex (and preferably health facility) project, all within the last 5 years; ▪ Details of 5 examples of design options analysis on recent hospital or similarly complex (and preferably forensic mental health facility) projects. Include comments on the approach to the design options analysis such as the interrogation of the brief and contextual analysis, the level of engagement with the client and the positive outcomes and benefits achieved from selected options; and ▪ Details of references from 3 project owners as to design management capabilities, including contact details for the referee.	30%

Evaluation Criteria	Weighting
4 Construction capability and experience The degree to which the Respondent can demonstrate that it has the skills, track record and capability necessary to construct and commission hospital or health facilities of a similar size, nature and complexity to the MC Works, including the Respondent's ability to: ▪ Mobilise for and manage a complex major project through design, construction, commissioning, transition and handover fit for its operational commencement; ▪ Demonstrate the experience and capability of the construction team in working in a MC contracting environment; ▪ Harness direct experience of previous similar projects to the MC Works; ▪ Demonstrate its interface management skills in complex project delivery; ▪ Demonstrate its understanding and application of Work Health and Safety (WHS) requirements and safety management systems to comply with the <i>Work Health and Safety Act 2020</i> (WHS Act) and <i>Work Health and Safety Regulations 2022</i> (WHS Regs) and supporting codes of practice; ▪ Demonstrate effective internal project management systems; ▪ Demonstrate its understanding of the application of fully integrated and interoperable Building Information Modelling (BIM) and its capability to implement BIM to drive high quality design outcomes, improved user functionality, greater construction and efficiency through integration in design, stakeholder collaboration, construction planning and execution and facilities management; ▪ Manage multiple stakeholder communications for interfaces with the operational facility; ▪ Work across multiple stages/areas in a complex and constrained operational health campus environment. ▪ Manage nuisance issues such as dust, noise and vibration. Response to include: ▪ Capabilities and experience of construction team personnel; ▪ Details of construction, project and quality management approaches for public healthcare buildings of this nature; ▪ Details of WHS policies and systems and how they will be applied to this project. Provide details of at least 5 years of company workplace health and safety records. ▪ Examples of no more than 5 relevant projects, including details of: – the nature of the project and the construction role undertaken by the Respondent; – the originally agreed contract sum and date for completion; – the end contract sum and date of completion (and reasons for any variance); – any construction challenges which arose and how they were overcome; and – mobilisation and management of construction workforce in established precincts with close neighbouring facilities;	35%

	▪ References from the project owner and contact details for the referee; ▪ Respondent's current capability in the application of BIM in design, stakeholder collaboration, construction and facilities management, including current tools, internal resources, policies and protocols, training etc; ▪ Respondent's proposed approach to using BIM for the MC Works; and ▪ A detailed description of one or a small number of relevant examples where the Respondent played a lead role in the application of BIM to a major capital project including references from the project owner and contact details for the referee.	
Non-Weighted Evaluation Criteria		
5	Respondent's Financial capacity The degree to which the Lead Respondent Member can demonstrate that it has the financial strength, capacity and experience necessary to deliver the design and construction of a large, health project within the timeframe specified. Response to Include: For the Lead Respondent Member: ▪ a profile of each Director and executive, including qualifications, experience and position; ▪ a brief history of the entity including the year when operations commenced and any major and relevant changes in corporate structure such as acquisitions, disposals etc; ▪ a brief summary of the corporate family tree, outlining the immediate and ultimate parent, subsidiaries and other related entities; and ▪ financial statements (profit and loss, balance sheet, cash flow and notes) for the three most recent full financial periods.	N/A

7. Procedural Matters

7.1 Enquiries

All enquiries in respect of this Invitation must be in writing by email and directed to the State's Representative at the Project email address:

State's Representative: Andy Armstrong
Title: Principal Project Director
Major Health Projects
Office of Major Infrastructure Delivery
Email address: GCP.Procurement@dohw.wa.gov.au

The decision on whether to respond to any enquiry and the content and timing of any response is at the discretion of the State.

7.2 Industry Briefing Session

An industry briefing session for potential Respondents to receive and clarify information regarding this Invitation will be held, with details as follows:

Time: 1:30pm (WST)
Date: 27 October 2025
Venue: Department of Health
Royal Street, East Perth

While attendance at the industry briefing session is optional, potential Respondents must register their intention to attend by contacting the State's Representative via email to confirm attendance by close of business 23 October 2025.

The name and organisation of all attendees at the session will be recorded by the State. Due to potential capacity constraints, individuals registered with the State via the formal registration process will be given priority access to the industry briefing session.

7.3 Lodgement Details

- (a) EOIs must be submitted electronically by uploading at: www.tenders.wa.gov.au in PDF format. EOIs must be submitted by no later than 2:30 pm WST on 12 November 2025, or any extended time and date notified in writing by the Office of Major Infrastructure Delivery.
- (b) The EOI can only be submitted to www.tenders.wa.gov.au if the combined size of the EOI files is equal to or less than 100 megabytes. The Lead Member Respondent must be registered in [Tenders WA](#) prior to submitting an EOI electronically. For further assistance in using Tenders WA, please contact the Procurement Systems support line:

Email: procurementsystems@dtf.wa.gov.au

- (c) In submitting an EOI, Respondents agree that:
 - (i) receipt of the EOI will be determined by the date and time shown on the electronic tender lodgement service receipt issued or, if no receipt is issued, the date and time which the State's computer records that the EOI was received;
 - (ii) if the electronic copy of the EOI contains a virus then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the State all costs incurred by the State arising from, or in connection with, the virus;
 - (iii) lodgement of electronic files may take time and the Respondent must make its own assessment of the time required for full transmission of its EOI;
 - (iv) the State will not be responsible in any way for any loss, damage or corruption of the electronic copy of the EOI;
 - (v) if the electronic copy of the EOI becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the State may request the Respondent to provide another copy of the EOI either electronically or in hard copy or both; and
 - (vi) if the State requests the provision of another copy of the EOI, then the Respondent must provide:
 - a. the copy in the form or forms requested within the period specified by the State;
 - b. provide a statutory declaration that the copy is a true copy of the EOI that was electronically submitted by the Respondent and that no changes to the EOI have been made after the initial attempted electronic submission; and
 - c. provide a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.
- (d) Subject to this EOI Invitation, the Office of Major Infrastructure Delivery may (in its absolute discretion) reject any EOI or aspects of any EOI delivered other than in accordance with this Invitation (including EOIs lodged after the Closing Time).
- (e) All EOIs will be kept unopened until the Closing Time.

8. Multiple Volumes

As there are restrictions in the size of file names for downloading, Respondents must follow the document naming conventions outlined below if there are multiple volumes which comprise the EOI:

- (a) each document must be in PDF format; and
- (b) the folder title must be the volume name and the document name must be as outlined in

Table 8 below:

Table 8: Document Naming Conventions

Volume Name	Document Name
Volume I	Weighted Evaluation Criteria 1 & 2
Volume II	Weighted Evaluation Criteria 3 & 4
Volume III	Non-Weighted Evaluation Criterion 5

8.1 Probity Advisor

The State has appointed Mr Kevin Donnelly of Stantons as the Probity Advisor in respect of the GCP. Respondents may contact the Probity Advisor in circumstances where they have concerns as to probity or the conduct of the Procurement Process. Any contact or communication with the Probity Advisor may be disclosed to the State and the State reserves its rights to deal with the information in accordance with the Terms and Conditions. The Probity Advisor's contact details are as follows:

Probity Advisor:	Kevin Donnelly
Organisation:	Stantons
Email address:	kdonnelly@stantons.com.au

8.2 Data Room Access Arrangements

A data room will be established during the RFP Phase with access made available to Shortlisted Respondents.

Schedule 1 – Glossary

In this Invitation, unless the context otherwise requires:

Addendum means an amendment or clarification to this Invitation issued by the State pursuant to clause 7 of Attachment 1.

Associates means, in respect of:

- (a) the State, any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State, including any other Government Party; or
- (b) a Respondent Member, any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the Respondent Member, including any financier and any Related Body Corporate of a Respondent Member.

Claim means any proceeding, cause of action, action, demand or suit (including by way of contribution or indemnity).

Closing Time means the date and time set out in Section 7.3(a) of this Invitation.

Competing Respondent means any other person or group of persons responding to this Invitation or the RFP, other than the Respondent and Respondent Members.

Contract Close means the date of execution of the MC Contract by the State and the Contractor.

Contractor means the private sector party being, or formed by, the successful Respondent to be the counterparty to the Contract.

Control means, for the purposes of the Terms and Conditions:

- (a) control or influence of, or having the capacity to control or influence the composition of the board, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (b) being in a position to cast, or control the casting of, more than 20 per cent of the maximum number of votes that may be cast at a general meeting; or
- (c) having a relevant interest (as defined in section 608 of the Corporations Act) in more than 20 per cent of the securities (as defined in the Corporations Act),

of the relevant Respondent Member.

Corporations Act means the *Corporations Act 2001* (Cth).

Disclosed Information means any information (of whatever nature, including written, graphical, electronic, oral, or in any other form) which is either directly or indirectly disclosed to, or otherwise obtained by or on behalf of, a Respondent in respect of or in connection with GCP or the Procurement Process, including:

- (a) this Invitation and the RFP;
- (b) any oral advice, representations or information given or furnished by or on behalf of the State or the State's Associates during the Procurement Process;
- (c) Information Documents;
- (d) all material disclosed in presentations or briefings by or on behalf of the State or an Associate of the State in connection with the GCP;
- (e) all material contained in any data room;
- (f) all discussions and negotiations between the State and any Associate of the State (on the one hand) and any Respondent Member or any Associate of the Respondent Member (on the other hand) relating to the GCP or the Procurement Process;
- (g) each EOI and Proposal to the extent that it contains or would reveal any of the information referred to in any of the above; and
- (h) any other information which a Respondent Member or an Associate of a Respondent Member knows or ought reasonably to know is confidential to the State or an Associate of the State or should be treated as such.

Draft MC Contract means the draft MC contract that will be issued with the RFP, reflecting the State's considered and preferred position in relation to the risk allocation and contractual terms and conditions for the MC Works.

Evaluation Criteria means:

- (a) in respect of this Invitation, the criteria used to evaluate the EOI as set out in Section 6.2 of this Invitation; and
- (b) in respect of the RFP, the evaluation criteria specified in the RFP.

Expression of Interest, EOI or Response means an expression of interest submitted by a Respondent in response to this Invitation.

Expression of Interest Form or EOI Form means the form set out in Attachment 2 of this Invitation.

Expressions of Interest Phase or EOI Phase means the phase of the Procurement Process from release of this Invitation to the release of the RFP to Shortlisted Respondents.

Government Party means any governmental, semi-governmental or local government

authority, minister, department, statutory corporation, instrumentality or government owned corporation.

Information Documents means any document or amendment to a document which is issued by the State to a Respondent as part of the Procurement Process and at the time of issue, is expressly stated to be an Information Document.

Invitation means this document (including the schedules and attachments to this Invitation) and any Addendum to this Invitation.

Lead Respondent Member means the Respondent Member identified as the Lead Respondent Member in the EOI.

Liability means any debt, obligation, cost (including legal costs), expense, Loss, damage, compensation, charge or liability of any kind, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

Loss includes any cost, expense, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.

MC Contract means the agreement between the Contractor and the State which sets out the rights and obligations of the parties in relation to the MC Works.

MC Works means the works the Contractor will be required to design and construct under the MC Contract.

Minister for Works means the body corporate Minister established under section 5 of the *Public Works Act 1902* (WA).

Non-Weighted Evaluation Criteria means the Evaluation Criteria described in Section 6.2.

Preferred Respondent means any Respondent selected by the State as a party with whom it intends to enter into negotiations in relation to the final Project Documents.

Procurement Process means the procurement process for the MC Works as described in Section 5 of this Invitation up to and including Contract Close or any earlier termination of the procurement process.

Project Brief means the project brief that will be issued with the RFP and which will describe the requirements of the MC Works.

Project Documents means the contractual documents (including the MC Contract) to be included in the RFP, which the State intends will be finalised and entered into by the State and the Preferred Respondent.

Proposal means any proposal submitted by a Shortlisted Respondent in response to the RFP.

Related Body Corporate has the meaning given to it in the Corporations Act.

Related Party has the meaning given to it in the Corporations Act.

Related Party Participants has the meaning given to it in clause 14.3 of the Terms and Conditions.

Request for Proposal or **RFP** means the request for proposal pursuant to which the State intends to invite Shortlisted Respondents to submit a Proposal for the MC Works.

Request For Proposals Phase or **RFP Phase** means the phase of the Procurement Process from the release of the RFP to Shortlisted Respondents to Contract Close or any earlier termination of the procurement process.

Respondent means all of the Respondent Members acting as a group in participating in the Procurement Process.

Respondent's Associate Clause has the meaning given to it in clause 3.2 of the Terms and Conditions.

Respondent Member means each of the following, in their individual capacity:

- (a) the Lead Respondent Member;
- (b) each other person (if any) identified as a Respondent Member in the EOI; and
- (c) any other person that is added as a Respondent Member from time to time in accordance with clause 10.2 of the Terms and Conditions.

Shortlisted Respondent means a Respondent who is invited by the State to submit a Proposal in response to the RFP.

Site means the indicative area that will be made available to the Contractor for the purposes of undertaking the MC Works, depicted in Schedule 2 of this Invitation.

Stage 1 means the first stage in the delivery of the MC Contract, as described in Section 4.2.1 of this Invitation.

Stage 2 means the second stage in the delivery of the MC Contract, as described in Section 4.2.2 of this Invitation.

State means the Crown in the right of the State of Western Australia and includes a department established under the *Public Sector Management Act 1994* (WA) and a Minister of the Crown, whether body corporate or otherwise. References to the State include:

- (a) references to the State contracting party referred to in this Invitation; and
- (b) references to the State agency on the cover of this Invitation.

State's Representative means the person specified in Section 7.1 of this Invitation.

State's Works means works forming part of the GCP which are carried out by or on behalf of the State by contractors other than the Contractor, and which include forward works.

Terms and Conditions means the terms and conditions of the Procurement Process as set out in Attachment 1 of this Invitation, as supplemented or amended from time to time in accordance with clause 1(b) of Attachment 1 of this Invitation.

Weighted Evaluation Criteria means the Evaluation Criteria described in Section 6.2 of this Invitation.

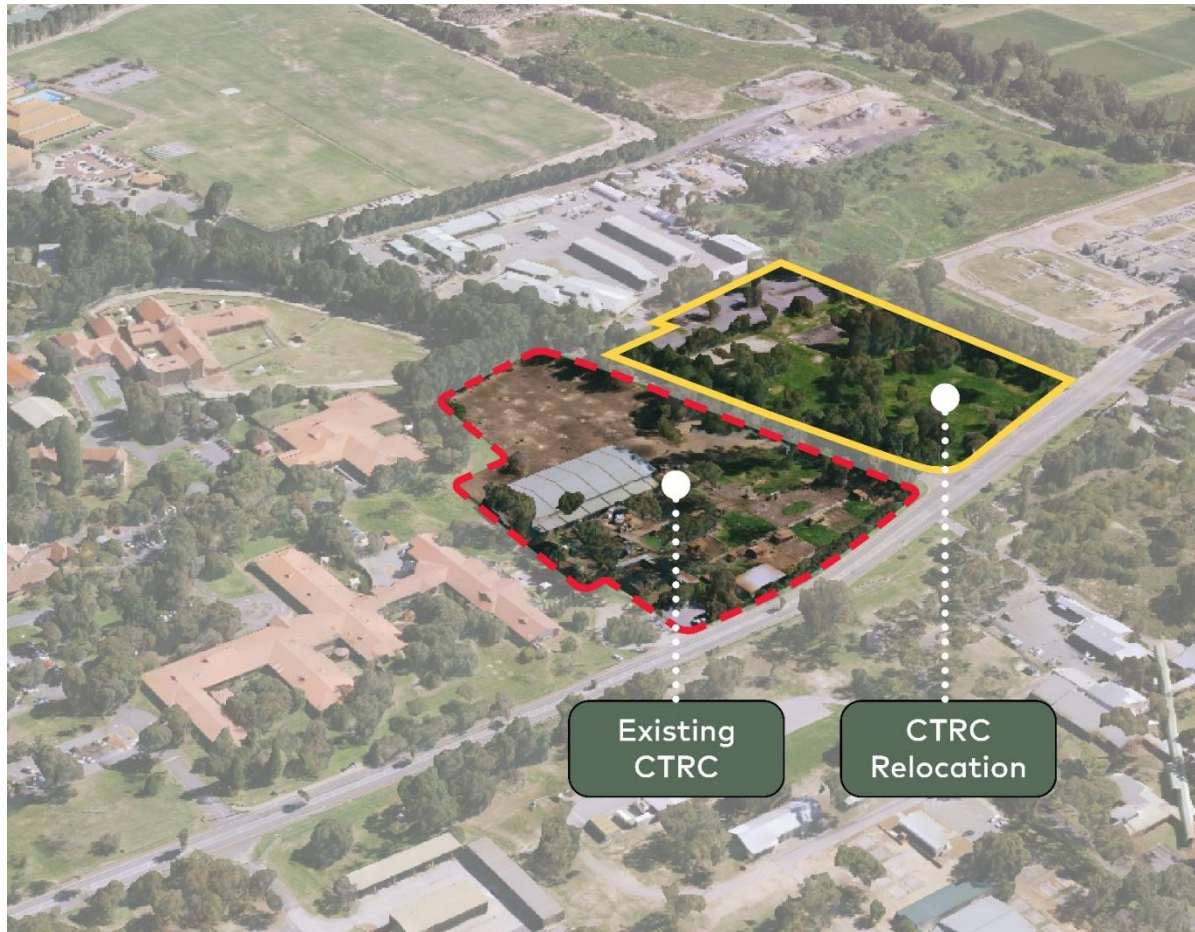
WST means Western Standard Time.

Schedule 2 – Site

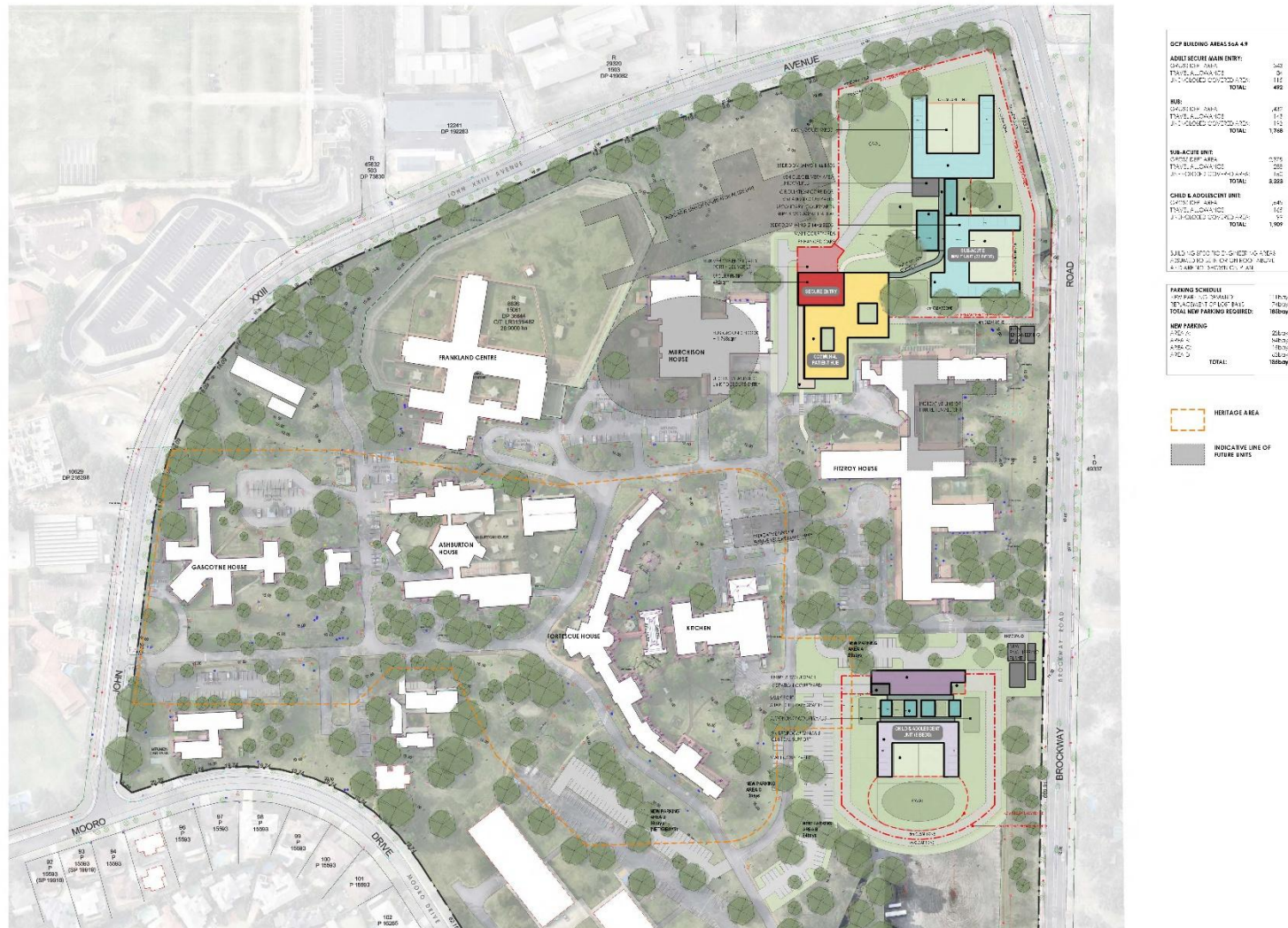
Part A: Existing Site Plan - Graylands Hospital



Part A: (Continued) Existing Site Plan - Graylands Hospital & CTRC Relocation

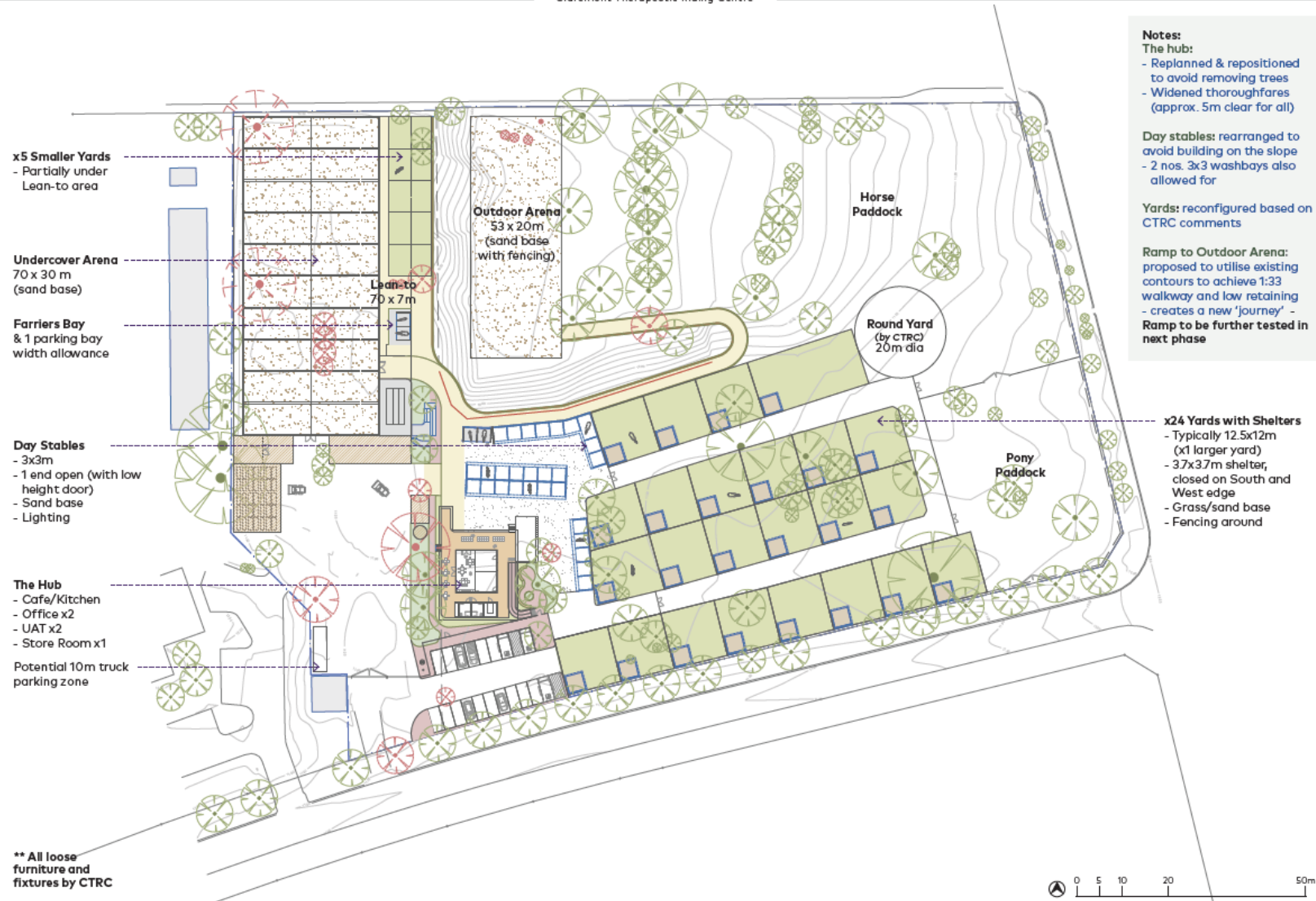


Part B: Indicative Architectural Layout



Part C: CTRC Concept Design Master Plan

Claremont Therapeutic Riding Centre



Concept Design

Proposed Masterplan

May 2025

Schedule 3 – State Policies, Guidelines and Additional Information

A. Policies & Guidelines

The following policies apply to the Project and information is available on the website where indicated:

1. Western Australian Social Procurement Framework:
<https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework>
 - (a) Priority Start Policy
<https://www.wa.gov.au/government/publications/priority-start-policy>
 - (b) Aboriginal Procurement Policy
<https://www.wa.gov.au/government/publications/general-procurement-direction-202503-aboriginal-procurement-policy>
 - (c) Western Australian Industry Participation Strategy (WAIPS) under the *Western Australian Jobs Act 2017* (WA)
<https://www.wa.gov.au/government/publications/wa-industry-link-waips-2024>
2. Percent for Art Scheme
<https://www.wa.gov.au/organisation/department-of-housing-and-works/percent-art-scheme>
3. Supplier Debarment Regime
<https://www.wa.gov.au/government/publications/debarment-regime-guide-suppliers>
4. Gender Equality in Procurement
<https://www.wa.gov.au/government/publications/gender-equality-procurement>
5. Project Bank Accounts
<https://www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/project-bank-accounts-contractors>
6. Western Australian Bid Contribution Policy for Major Projects
<https://www.wa.gov.au/government/publications/western-australian-bid-contribution-policy-major-projects>

B. Additional Information

Additional information may be provided with the RFP.

Attachment 1 – Terms and Conditions

1. Application to Procurement Process

- (a) The Terms and Conditions in this Attachment 1 apply generally to the Procurement Process including the EOI Phase, the RFP Phase and any negotiations with any Preferred Respondent.
- (b) The State reserves the right to impose additional or amended terms and conditions in the RFP or otherwise throughout the Procurement Process.

2. General

- (a) Capitalised terms used in these Terms and Conditions are defined in Schedule 1 - Glossary, of this Invitation.
- (b) Unless otherwise directed or agreed by the State, all communications by or on behalf of the Respondent with the State including any notices required to be provided by the Respondent under these Terms and Conditions must be provided by the Lead Respondent Member.
- (c) No entity may participate in the Procurement Process unless that entity is a Respondent Member or an Associate of a Respondent Member.
- (d) Where there is more than one Respondent Member, the obligations and liabilities of a Respondent Member under these Terms and Conditions apply to each Respondent Member jointly and severally.
- (e) The Respondent must notify the State in writing if any Respondent Member is of the opinion that there is any error or discrepancy in this Invitation or the RFP, as soon as reasonably practicable after discovering it.
- (f) Following receipt of a written notice pursuant to clause 2(e) above or if the State otherwise discovers an ambiguity, discrepancy or inconsistency, the State in its sole and absolute discretion, will direct the Respondent in writing as to how to resolve the ambiguity, discrepancy or inconsistency.
- (g) No rule of interpretation applies to the disadvantage of the State on the basis that the State put forward the Terms and Conditions.
- (h) Unless the context indicates a contrary intention, in these Terms and Conditions:
 - (i) 'includes' in any form is not a word of limitation; and
 - (ii) the meaning of 'or' will be that of the inclusive 'or', meaning one, some or all of a number of possibilities.
- (i) If any of the Terms and Conditions purport to exclude liability for a particular matter, such exclusion only operates to the extent permitted by law.

3. Application of Terms and Conditions

3.1 Respondent Members

- (a) By submitting an EOI in response to this Invitation, each Respondent Member agrees to comply with:
 - (i) the Terms and Conditions set out in this Attachment 1; and
 - (ii) any additional terms and conditions imposed by the State during the Procurement Process,for the duration of the Procurement Process.
- (b) In consideration of the Respondent Members agreeing to be bound by the Terms and Conditions, the State will receive and consider the Respondent's EOI.

3.2 Respondent Members' Associates

- (a) In clauses 4, 5, 6, 9, 11, 12, 14.1, 14.2 and 16 of these Terms and Conditions, references to a Respondent Member includes each of its Associates (the **Respondent's Associate Clauses**).
- (b) Each Respondent Member must ensure that each of its Associates complies with the Respondent's Associate Clauses as if it were a Respondent Member.

4. State's rights

4.1 Directions

Each Respondent Member must comply with any direction or requirement of the State given under the Terms and Conditions or issued under any Addenda.

4.2 Discretions

By submitting an EOI or Proposal, each Respondent Member acknowledges and agrees that the State reserves the right in its absolute discretion and at any time to:

- (a) cancel, suspend or change the MC Works, the procurement method for the MC Works, or any aspect of the Procurement Process or to take such other action as the State considers, in its absolute discretion, appropriate in relation to the Procurement Process or the MC Works;
- (b) require additional information from any Respondent Member in which case, the Respondent Member must provide such information within a reasonable time of the State's request;

- (c) refuse to consider or evaluate the Respondent's EOI or Proposal or terminate the Respondent's participation in the Procurement Process at any time during the Procurement Process or otherwise, including if:
 - (i) any Respondent Member breaches the Terms and Conditions, including if the breach occurred prior to the lodgement of its EOI or Proposal;
 - (ii) any Respondent Member fails to meet a direction or requirement of the State under the Invitation or the RFP;
 - (iii) a Respondent's Associate breaches a Respondent's Associate Clause; or
 - (iv) the Respondent's Proposal is materially incomplete or fails to satisfactorily address the Evaluation Criteria;
- (d) where the Respondent consists of more than one Respondent Member, hold meetings or workshops or discussions with, or seek information from, one or more Respondent Members at any time during the Procurement Process with or without notifying the other Respondent Members;
- (e) not accept the lowest priced Proposal, the highest scoring Proposal, or any Proposal;
- (f) elect not to enter into Project Documents with any Shortlisted Respondent;
- (g) change any Evaluation Criteria upon giving reasonable notice to the Respondent;
- (h) in selecting the Shortlisted Respondents and the Preferred Respondent, and deciding which (if any) Shortlisted Respondent to enter into Project Documents with, have regard to:
 - (i) the State's knowledge and previous experience and dealings with any of the Respondent Members; and
 - (ii) information concerning any Respondent Member which is in the public domain or which is obtained by the State through investigations, including the past or current performance of any Respondent Member on previous matters with the State;
- (i) consider and accept any EOI or any Proposal that does not comply with the requirements of this Invitation or the RFP (as the case may be);
- (j) enter into Project Documents with an entity that submitted an EOI or a Proposal that does not comply with the requirements of this Invitation or the RFP (as the case may be);

- (k) enter into Project Documents with an entity that submitted an EOI or a Proposal on terms different to those contemplated in its EOI or Proposal (as the case may be);
- (l) change the identity of the entity or person executing the final Project Documents on behalf of the State;
- (m) remove or add a Shortlisted Respondent or change the Preferred Respondent;
- (n) allow a Competing Respondent to add or remove a member with or without notifying the other Respondents;
- (o) hold interviews and workshops to discuss with the Respondent any matter arising out of the Invitation, their EOI, the RFP or their Proposal;
- (p) hold interviews and workshops to discuss with any Competing Respondent any matter arising out of the Invitation, their EOI, the RFP or their Proposal with or without disclosing this to the Respondent;
- (q) publish the names of the Respondent Members, Shortlisted Respondents and the Preferred Respondent;
- (r) waive any requirement or obligation under this Invitation or the RFP;
- (s) change the State's Representative for the purposes of this Procurement Process;
- (t) cease negotiations with any Shortlisted Respondent, or recommence negotiations with any Shortlisted Respondent;
- (u) negotiate with any Shortlisted Respondent to such extent as the State elects in its absolute discretion; and
- (v) give unequal negotiation time to different Shortlisted Respondents.

The State is not required to give reasons for the exercise of any of the State's rights in accordance with this clause 4.2.

4.3 Consent

Whenever the consent of the State is required under this Invitation or the RFP, that consent may be given or withheld by the State in the State's absolute discretion and may be given subject to such conditions as the State may determine.

4.4 No Claim

Each Respondent Member releases the State and its Associates from all Liability in relation to the Procurement Process and no Respondent Member will make a Claim against the State or any of the State's Associates arising out of the exercise or any failure of the State to exercise or perform any rights, obligations or duties under this

Invitation, the RFP or otherwise in connection with the Procurement Process. This clause 4 may be pleaded by the State or its Associates as a bar to any proceedings commenced by a Respondent Member against the State or its Associates in relation to the Procurement Process.

5. No legal relationship

Each Respondent Member acknowledges and agrees that:

- (a) neither this Invitation nor the RFP constitute an offer to enter into final Project Documents; and
- (b) other than the contract that arises pursuant to clause 3.1 of these Terms and Conditions:
 - (i) no contract exists or will arise between the State and the Respondent in respect of the MC Works unless and until Contract Close is achieved; and
 - (ii) neither the State nor the Respondent intend to create a legal relationship; and
- (c) these Terms and Conditions set out the entire agreement between the parties in respect of the Procurement Process.

6. Information from the State

6.1 No warranty

Neither the State nor any Associate of the State warrant, guarantee or make any representation, or assume any duty of care, or accept any Liability, with respect to the completeness, accuracy, adequacy or correctness of Disclosed Information.

6.2 Inconsistency

The State may elect to issue this Invitation, the RFP and any other Disclosed Information to the Respondent in hard copy and electronically. To the extent that there is any inconsistency between a hard copy and an electronic version, unless the State's Representative directs otherwise (acting in its discretion), the electronic copy takes precedence.

6.3 Own enquiries

Each Respondent Member agrees that:

- (a) it does not rely on any information provided by the State or its Associates in relation to the MC Works and that it must make its own enquiries in relation to the MC Works; and

- (b) notwithstanding any information provided or not provided to the Respondent Member by the State or its Associates in relation to the MC Works, it must rely only upon itself and its advisers and its own assessment of the MC Works and of risks under, and in any connection with its EOI, its Proposal and the MC Works.

6.4 No details

Each Respondent Member acknowledges that the State is not required, and does not intend to release any details regarding the evaluation process for the EOI Phase or RFP Phase other than as contained in this Invitation or the RFP (as the case may be).

7. Addenda

Each Respondent Member agrees that:

- (a) at any time during the Procurement Process the State may, for any reason (but without being obliged to do so), amend:
 - (i) this Invitation; or
 - (ii) the RFP,by issuing an Addendum to this Invitation or the RFP. Any Addenda issued is deemed to form part of this Invitation or the RFP (as the case may be). None of the State or any of the State's Associates will be liable for any costs, losses, expenses or damages incurred by the Respondent as a consequence of any such Addenda;
- (b) the Respondent must prepare its EOI or Proposal (as the case may be) to take into account and reflect the content of any Addendum; and
- (c) this Invitation or the RFP may only be amended or supplemented by Addenda issued under this clause 7. No statement or representation made by the State or by an Associate of the State (whether at an industry briefing, workshop, question and answer session or otherwise) modifies or supplements this Invitation or the RFP, unless the statement or representation is confirmed by an Addendum.

8. Enquiries, clarification and proprietary communications

8.1 Enquiries to the State's Representative

- (a) The Respondent must submit any enquiries or clarification questions regarding the Procurement Process in writing to the State's Representative in accordance with Section 7.1 of the Invitation.
- (b) Other than contacting the State's Representative in accordance with clause 8.1(a) above, or contacting the probity advisor in the manner contemplated in

the Invitation, no Respondent Member may directly contact the State's Associates to discuss any aspect of the Procurement Process (including this Invitation or the RFP).

8.2 State requests clarification

The State may:

- (a) request written clarification;
- (b) conduct clarification meetings; or
- (c) request further information in clarification workshops,

with the Respondent as part of the State's evaluation process. The Respondent will be notified if clarification is required and the nature of the clarification being sought.

The Respondent must provide a written response to any request by the State for clarification or further information within the timeframe reasonably requested by the State.

8.3 Interviews and workshops

- (a) The State may, but is not obligated to, conduct interviews, meetings and workshops with the Respondent or any Respondent Member to discuss the EOI or Proposal or prospective EOI or Proposal.
- (b) No statement made, or not made, by a State Associate at any meeting or workshop constitutes endorsement or approval by the State of the Respondent's approach, a representation as to how the State will evaluate the EOI or Proposal, or a representation as to the entity with whom the State will enter into Project Documents.
- (c) Clause 8.4 below applies to requests for clarification by a Respondent during a meeting or workshop.
- (d) The State may, in its absolute discretion:
 - (i) adjourn a meeting or workshop in order to consider a question;
 - (ii) decline to answer any question; or
 - (iii) take a question on notice and respond in writing to that question as though it was given by the Respondent under clause 8.4.
- (e) The State may make participation by a Respondent or any Respondent Member in interviews, meetings or workshops conditional upon that Respondent or Respondent Member accepting the State's terms, conditions or protocols governing such interviews, meetings or workshops.

8.4 Respondent requests clarification

- (a) All requests for clarification from the Respondent in respect of this Invitation or the RFP must be in writing and in a form required or otherwise approved by the State.
- (b) The decision of whether to respond to any request for clarification from the Respondent and the content of any response is at the absolute discretion of the State.
- (c) Subject to clause 8.4(d), the State will circulate clarification questions of a general nature together with the State's response to the Respondent and all Competing Respondents.
- (d) If the Respondent is of the view that a clarification question is not of a general nature, but relates to proprietary aspects of its EOI or Proposal, the Respondent must identify that question as such when asking the clarification question. If, in the opinion of the State:
 - (i) the question is not proprietary, the State's Representative will advise the Respondent who has the option to withdraw the question. If the Respondent continues to request a response to that question, the State's response will be circulated to the Respondent and all Competing Respondents in accordance with clause 8.4(c) above; or
 - (ii) the question does relate to proprietary aspects of the Respondent's EOI or Proposal, the State's response to the question will be provided to the Respondent only (and will not be circulated to any Competing Respondents).

8.5 Due diligence checks

Without limiting the State's rights pursuant to clause 4.2, each Respondent Member consents to the State undertaking due diligence checks in respect of the Respondent Member which may include:

- (a) investigations into commercial structure, business and credit history;
- (b) prior contract compliance in respect of other projects;
- (c) police checks or any checks for any criminal records or pending charges; and
- (d) research into any relevant activity that is, or might reasonably be expected to be, the subject of regulatory investigation.

9. Respondent's representations, acknowledgements and warranties

9.1 Acknowledgements

Each Respondent Member acknowledges and agrees that:

- (a) the entire Procurement Process is being conducted solely for the State's benefit;
- (b) the State will rely upon the representations and warranties given by Respondent Members in clause 9.2 below, in evaluating any EOI or Proposal;
- (c) it will not rely on any oral advice, representation or information given or furnished by or on behalf of the State or the State's Associates with respect to the MC Works, GCP, the Procurement Process or any Disclosed Information;
- (d) in no circumstances will the State or the State's Associates be liable to a Respondent Member whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any costs, losses, expenses or damages incurred or suffered by the Respondent Member as a result of or arising from:
 - (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
 - (ii) any use of, or reliance by, the Respondent Member upon, any Disclosed Information;
- (e) it is bound by the content of its EOI or Proposal including any schedules, annexures, attachments and appendices which form part of the EOI or Proposal;
- (f) this Invitation, the EOI, the RFP and any Proposal will not form any part of the final Project Documents except to the extent expressly incorporated in the final Project Documents;
- (g) the Respondent Member participates in the Procurement Process at its own cost and risk; and
- (h) except as expressly stated in the RFP, no payment will be made by the State or the State's Associates to the Respondent for any costs, losses, expenses or damages incurred by the Respondent in preparing and submitting an EOI or Proposal, or otherwise incurred in respect of:
 - (i) preparing for and attending any interview, meeting or workshop conducted pursuant to this Invitation or the RFP;
 - (ii) otherwise participating in the Procurement Process, in accordance with the terms and conditions of this Invitation or the RFP; or

- (iii) as a consequence of the exercise of the State's rights in accordance with clause 4.2.

9.2 Representations and warranties

By submitting an EOI or Proposal (as the case may be) each Respondent Member represents and warrants that:

- (a) it has examined all information and documents which are relevant to the MC Works;
- (b) its EOI or Proposal and any subsequent information submitted to the State pursuant to this Invitation or the RFP (as the case may be):
 - (i) are based on its own independent assessment and investigations, interpretations, deductions, information and determinations;
 - (ii) are complete and accurate;
- (c) it has examined all information and documents which are relevant to the MC Works;
- (d) any information provided to the State during any interview, meeting or workshop or otherwise submitted to the State pursuant to this Invitation or the RFP (including as part of any response to a request by the State for clarification or further information), is accurate;
- (e) it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its EOI or Proposal which is obtainable by the making of reasonable enquiries, and the Respondent has made such enquiries;
- (f) it has not paid or received and will not pay or receive any secret commission in respect of this Invitation or the RFP;
- (g) it has not entered and will not enter into any unlawful arrangements with any other person in respect of this Invitation or the RFP;
- (h) it has not sought and will not seek to influence any decision in respect of this Invitation or the RFP by improper means;
- (i) it did not place any reliance upon the completeness, accuracy, adequacy or correctness of any Disclosed Information; and
- (j) it has complied with its obligations in relation to the registration of any 'Lobbyist' (as that term is defined in the *Integrity (Lobbyists) Act 2016* (WA)) in relation to the MC Works and the Procurement Process, and acknowledges the obligations on government representatives when dealing with registrants and lobbyists set out in Public Sector Commissioner's Instruction No. 16 'Government representatives contact with registrants and lobbyists'. A copy of the instruction

is available at: <https://www.wa.gov.au/government/document-collections/commissioners-instructions>.

10. Status of EOI, Proposal and Respondent

10.1 Material changes

- (a) The Respondent must notify the State promptly in writing of any:
 - (i) material change:
 - (A) to any of the information contained in its EOI or Proposal;
 - (B) to any additional information submitted to the State pursuant to this Invitation or the RFP (including in response to any request by the State for clarification or further information); and
 - (C) to any information submitted to the State in any interview, meeting or workshop conducted pursuant to this Invitation or the RFP, or at any other time during the Procurement Process;
 - (ii) event which may affect or have an impact on the financial position or capacity of any Respondent Member; or
 - (iii) circumstances which may affect the truth, completeness or accuracy of any of the information provided in, or in connection with, the EOI or Proposal.
- (b) Upon receipt of any written notification pursuant to clause 10.1(a) above, the State reserves the right to assess the change and terminate the Respondent's further participation in the Procurement Process, or to invite the Respondent to amend its EOI or Proposal accordingly.

10.2 Status of Respondent Members

- (a) If, after lodgement of its EOI or Proposal:
 - (i) there is a change in the structure of a Respondent Member or there is otherwise a change in Control of a Respondent Member; or
 - (ii) the Respondent replaces, adds or removes a Respondent Member, the Respondent must:
 - (iii) promptly notify the State;
 - (iv) provide the State with sufficient details of the change (including any further information which may be reasonably requested by the State); and

- (v) provide evidence to the State that the new Respondent Member has agreed to be bound by the Terms and Conditions.
- (b) Upon receipt of such notification the State will assess any change and reserves the right to request further information, accept the change and impose such conditions as it thinks fit in connection with accepting the change or terminate the Respondent's further participation in the Procurement Process.

10.3 No amendment

- (a) The Respondent may not amend an EOI or Proposal (unless invited or requested to do so by the State) after it has been submitted.
- (b) Without limiting the State's rights to invite or request the Respondent or a Competing Respondent to amend its EOI or Proposal, the Respondent acknowledges that the State reserves the right to:
 - (i) require the Respondent or a Competing Respondent to withdraw any part of its EOI or Proposal which specifies or results in a departure from the requirements set out in this Invitation or the RFP at any time (including prior to the appointment of any Preferred Respondent); and
 - (ii) allow the Respondent or a Competing Respondent to correct patent typographical or arithmetic errors in its EOI or Proposal at any time (including prior to the appointment of the Preferred Respondent) without allowing or requiring all Respondents to do so.

10.4 No Requirements to Return

Each Respondent Member agrees that the State will not be required to return the EOI, the Proposal or any documents, materials, articles and information lodged by the Respondent as part of, or in support of, any part of the Procurement Process.

11. Confidentiality and Disclosure by Respondent

11.1 Disclosed Information

- (a) Each Respondent Member must:
 - (i) keep Disclosed Information confidential, save:
 - (A) where the Disclosed Information is in the public domain, except where the disclosure has arisen from an act or omission by the Respondent Member;
 - (B) to the extent it is proven to be necessary to comply with any applicable law;
 - (C) where required for preparation of the EOI or Proposal or participation in the Procurement Process; or

- (D) where agreed to or required by the State,
and then only in accordance with clause 11.1(a)(vii) below;
- (ii) not use, copy, reproduce or distribute any Disclosed Information except as required for the purposes of preparing and lodging an EOI or a Proposal (as the case may be) and otherwise participating in the Procurement Process and then only to the extent reasonably necessary;
 - (iii) immediately notify the State if it becomes aware of a suspected or actual unauthorised disclosure, copying or use of Disclosed Information;
 - (iv) immediately take all reasonable steps to prevent or stop any such suspected or actual unauthorised disclosure, copying or use of Disclosed Information (including complying with directions of the State in this regard);
 - (v) take all reasonable steps to recover any unauthorised Disclosed Information that has been disclosed, used or copied;
 - (vi) not make a media release or other public announcement or statement in relation to the MC Works or the Procurement Process without the prior written consent of the State; and
 - (vii) ensure that each party to whom it discloses Disclosed Information, including any Respondent Associate (**Recipient**), complies with the obligations in clauses 11.1(a)(i) to (vi) (**Recipient Obligations**).
- (b) Each Respondent Member agrees to take enforcement action against any Recipient to whom it has disclosed the Disclosed Information in the event that the Recipient breaches any Recipient Obligations.

11.2 Survives Termination

The obligations in clause 11.1 continue after termination of the Respondent Member's participation in the Procurement Process.

12. State's Public Disclosure and Freedom of Information

12.1 State's Public Disclosure Obligations

Each Respondent Member agrees to:

- (a) the disclosure by any person to the State or the State's Associates of information concerning a Proposal, the Respondent or a Respondent Member for the purpose of the State exercising its rights set out in this Invitation, the RFP or at law;

- (b) the State disclosing any aspect of the EOI, the Proposal or any other information provided by the Respondent to the State during the Procurement Process to enable the State to meet public disclosure obligations the State may have under:
 - (i) any current or future legislation;
 - (ii) any current or future policy of the State;
 - (iii) in the course of official duties of the Minister of the State;
 - (iv) to satisfy requirements of parliamentary accountability;
 - (v) in annual reports of the State; or
 - (vi) to satisfy any other recognised public requirement; and
- (c) the State or the State's Associates publicly publishing or disclosing (on the internet or otherwise) information in relation to the Procurement Process, the MC Works or the details of the Respondent and Respondent Members, including the terms and conditions of any final Project Documents.

12.2 State Licence

Each Respondent Member agrees to grant the State and the State's Associates an irrevocable, perpetual, royalty free, non-exclusive licence to disclose, copy, use, adapt, modify, sublicense or reproduce the whole or any portion of:

- (a) the EOI or any other information submitted in relation to this Invitation for the purposes of evaluation and clarification of the EOI and for the purpose of developing the RFP; and
- (b) the Proposal or any other information submitted by the Respondent pursuant to this Procurement Process for the purposes of evaluation and clarification of the Proposal and in respect of the Preferred Respondent for the finalisation of the Project Documents.

12.3 Freedom of Information Act

Each Respondent Member acknowledges that the *Freedom of Information Act 1992* (WA) (**FOI Act**) applies to the information provided by the Respondent in its EOI or Proposal or as otherwise submitted by the Respondent to the State pursuant to this Invitation or the RFP (as the case may be) and that:

- (a) the FOI Act allows members of the public rights of access to the State's documents and the State Associates' documents;
- (b) all or part of the information provided by the Respondent may be disclosed to third parties if there is a requirement to do so under the provisions of the FOI Act;

- (c) any information that the Respondent considers is commercially sensitive or confidential must be marked 'commercial and confidential'. (This special notation must not be used unless the information is genuinely confidential. Marking information as 'commercial and confidential' will not necessarily prevent disclosure of the information in accordance with the FOI Act. Any decision to release information will be determined by the requirements of the FOI Act); and
- (d) save to the extent expressly permitted under the FOI Act, no Respondent Member will be able to commence any action or make any claim against the State or the State's Associates for the release of any information by the State under the FOI Act (including any information submitted by any Respondent Members to the State pursuant to this Invitation or the RFP (as the case may be)).

13. Probity

13.1 Inducement

- (a) A Respondent Member must not offer any incentive to, or otherwise attempt to, influence any of the persons who are either directly or indirectly involved in the Procurement Process, or in awarding of any subsequent contract.
- (b) Without limiting clause 13.1(a), the Respondent must not:
 - (i) without the prior written consent of the State, directly or indirectly approach or communicate with any officer or employee of the State having any connection or involvement with the Procurement Process and the MC Works, with respect to:
 - (A) an offer of employment; or
 - (B) availability of employment with the Respondent or any related entity; or
 - (ii) directly or indirectly offer a bribe, gift or inducement to any officer or employee of the State in connection with the Procurement Process or the MC Works.

13.2 Conflict of interest

- (a) Each Respondent Member must:
 - (i) disclose in the EOI or Proposal submitted by the Respondent (as the case may be) any circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Respondent Member's obligations under this Invitation or the RFP (including in respect to the Project Documents);

- (ii) provide details of its proposed strategy for managing any actual or potential conflict of interest disclosed in its EOI or Proposal pursuant to clause 13.2(a)(i) above;
 - (iii) not place itself in a position which may, or will give rise to a conflict of interest, or a potential conflict of interest during the Procurement Process; and
 - (iv) otherwise notify the State promptly in writing upon becoming aware of any actual or perceived circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Respondent Member's obligations under this Invitation or the RFP (including in respect to the Project Documents).
- (b) Without limiting the above:
- (i) if a consultant who has previously conducted work that may be relevant to GCP is engaged, or proposed to be engaged, by a Respondent Member in relation to the MC Works or this Procurement Process, this work must be declared to the State by the Respondent Member; and
 - (ii) if a Respondent Member wishes to engage a consultant for the MC Works or the purposes of this Procurement Process who is currently engaged by the State on another project, the Respondent Member must advise the State.
- (c) To the extent that the State directs a Respondent Member to take particular action in respect to a conflict of interest, the Respondent Member must comply with such a direction. If a Respondent Member is unable or unwilling to comply with any such direction, the State may exclude the Respondent from further participation in the Procurement Process.

14. Collusion and Related Party Participants

14.1 Collusion

- (a) A Respondent Member must not, and must ensure that any Respondent Member Associate does not, engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any Competing Respondent (or member of a Competing Respondent) or other person in relation to the Procurement Process.
- (b) For the purposes of clause 14.1(a) above, collusive tendering, anti-competitive conduct or any other similar conduct includes the following practices:

- (i) agreements between Respondent Members as to who should be the Shortlisted Respondents or Preferred Respondent (as the case may be);
- (ii) any meeting of Respondent Members prior to the submission of their EOI or Proposal (as the case may be) that may or is intended to advantage a Respondent or that may disadvantage the State;
- (iii) exchange of information between Respondent Members about their EOIs or Proposals prior to the State selecting the Shortlisted Respondents or Preferred Respondent (as the case may be);
- (iv) agreements between any Respondent Members for payment of money or securing of reward or benefit for an unsuccessful Respondent;
- (v) agreements or collaboration between Respondent Members to fix prices or conditions;
- (vi) submission of a 'cover' EOI or Proposal (that is, an EOI or a Proposal purporting to be submitted as genuine but which has been deliberately priced and structured in order not to be selected) or any assistance to another Respondent to submit such a 'cover' EOI or Proposal that is intended to advantage another Respondent or disadvantage the State;
- (vii) any unlawful, illegitimate or improper agreement between Respondent Members before submission of EOIs or Proposals (as the case may be) such as fixing a special rate of payment to a third party where the payment of such fees is conditional on the Respondent entering into Project Documents with the State; and
- (viii) any unlawful, illegitimate or improper agreement providing for payment to any third party of money, incentives or other concessions contingent on the success of a Respondent that do not relate to the genuine provision of services relevant to the EOI or Proposal.

14.2 Seek to obtain information

A Respondent Member must not seek to obtain any information from the State or any State Associate in respect of a Competing Respondent's EOI or Proposal, or any other information submitted by a Competing Respondent in relation to this Procurement Process.

14.3 Related Party Participants

- (a) The Respondent must identify in its EOI or Proposal and otherwise immediately upon becoming aware that a Respondent Member is also:
 - (i) a member of a Competing Respondent;

- (ii) an Associate of a member of a Competing Respondent; or
 - (iii) a Related Party to a member of a Competing Respondent,
(Related Party Participant).
- (b) If the State becomes aware of any Related Party Participant, the State may require such Related Party Participant to:
 - (i) execute process and confidentiality acknowledgments;
 - (ii) implement internal governance arrangements and procedures as reasonably required by the State to address the probity and competitiveness concerns of the State;
 - (iii) provide verification that all the above required procedures are being complied with,as a condition to the Respondent continuing to participate in the Procurement Process.
- (c) Without limitation to any other right reserved to the State, the State reserves its right to disqualify the Respondent from the Procurement Process in circumstances where a Related Party Participant issue cannot be resolved to the satisfaction of the State.

15. Terms and Conditions applying to the RFP Phase

15.1 Site inspections

- (a) During the RFP Phase, if requested by the Respondent, the State's Representative may give permission for the Respondent to attend the Site.
- (b) The Respondent Members must comply with any protocols, procedures or requirements notified by the State prior to or during any inspection.
- (c) Each Respondent Member releases the State and the State's Associates from any Claim or Liability the Respondent Member or its Associates may have against the State arising out of or relating to any Site inspection, to the extent caused by any act or omission (including any negligence) of the Respondent Member or its Associates.
- (d) Each Respondent Member indemnifies the State and the State's Associates from and against any costs, losses, expenses or damages incurred by the State or the State's Associates arising out of or relating to any Site inspection to the extent caused by any act or omission (including any negligence) of the Respondent Member or its Associates.

15.2 Proposal binding

Each Respondent Member agrees that:

- (a) the Proposal will constitute an offer to the State for the period specified in the RFP or agreed with the State; and
- (b) the Proposal remains open for this period notwithstanding that the Respondent is not appointed as the Preferred Respondent.

15.3 Withdrawal

The Respondent must not withdraw from, or suspend its involvement in, the Procurement Process.

15.4 Obligation to negotiate

If the Respondent is appointed the Preferred Respondent, the Respondent Members must negotiate in good faith with the State to agree and finalise the Project Documents and enter into the final Project Documents.

15.5 Preferred Respondent

Each Respondent Member acknowledges and agrees that:

- (a) the State may select but is not obliged to select, one or more Respondents as a Preferred Respondent;
- (b) the selection of a Preferred Respondent does not constitute an acceptance of the Proposal submitted by the Preferred Respondent or otherwise confer any rights on a Preferred Respondent and is without prejudice to the right of the State to decline to enter into the final Project Documents, or to enter into the final Project Documents with the Respondent or a Competing Respondent;
- (c) the State may suspend any negotiations with the Preferred Respondent and commence negotiations with any Shortlisted Respondent or appoint any Shortlisted Respondent as the Preferred Respondent, if in the opinion of the State:
 - (i) timely Contract Close of the Project Documents in terms acceptable to the State is unlikely to be achieved with the Preferred Respondent;
 - (ii) the Preferred Respondent has breached a term or condition of the Procurement Process;
 - (iii) there is change to the information on which the State has relied in appointing the Respondent as the Preferred Respondent; or
 - (iv) for any other reason;
- (d) only those issues previously identified by the Preferred Respondent either in its EOI or Proposal, in responses to clarification questions (if any) or from the Interactive Tender Process may be raised by the Preferred Respondent in negotiations in respect of the Project Documents, unless the State otherwise agrees in writing;

- (e) the State may propose, negotiate with the Preferred Respondent and accept, a solution that departs substantially from the Preferred Respondent's EOI or Proposal and/or from any solution contemplated by this Procurement Process and such a negotiated outcome will not breach any obligation owed by the State to any Respondent under this Invitation or the RFP; and
- (f) the State may, but is not obliged to, appoint and concurrently negotiate with two Preferred Respondents through a structured negotiation process. The State may make a Respondent's participation in a structured negotiation process conditional upon the relevant Respondent Members indicating their acceptance of further terms, conditions or protocols governing the structured negotiation process.

16. Miscellaneous

16.1 Waiver

- (a) Subject to the express provisions of this Invitation or the RFP, if the State or any of the State's Associates fails or delays in exercising or enforcing any right or remedy under this Invitation or the RFP, it will not preclude or amount to a waiver of any further exercise or enforcement of that right or remedy, or of any other right or remedy under this Invitation, the RFP or provided by law.
- (b) If the State or any of the State's Associates fails or delays in exercising or enforcing any right or remedy under a similar document to this Invitation or the RFP against any member of a Competing Respondent, the Respondent Members will not have or make any Claim against the State in respect of such failure or delay.

16.2 No fettering

Each Respondent Member acknowledges and agrees that nothing contained or implied in this Invitation, the RFP or any Project Documents will be construed or interpreted as unlawfully restricting, or otherwise unlawfully affecting the unfettered discretion of the State to exercise any of its executive or statutory powers or functions under any law.

16.3 Severance

Each Respondent Member acknowledges and agrees that if any provision of these Terms and Conditions, or any part of them, is inconsistent with any law, it will be severed from these Terms and Conditions to the extent of the inconsistency without invalidating or otherwise affecting the enforceability of the remaining Terms and Conditions.

Attachment 2 – EOI Form

Response instruction: The Respondent is to complete this form in this format and submit as Part A of the EOI. This EOI Form is to be signed by each Respondent Member.

1. Lead Respondent Member

Response instruction: Provide the following details for the Lead Respondent Member.

The Lead Respondent Member is:

Lead Respondent Member corporate information*	
Full name:	[insert]
Place and date of incorporation:	[insert]
Company number:	[insert]
Address of registered office:	[insert]
Address for notices:	[insert]
Email address for notices:	[insert]
Telephone number:	[insert]
Name and position of the individual nominated as Respondent's contact:	[insert]

2. Other Respondent Members

Response instruction: Provide the following details in relation to each Respondent Member.

The other Respondent Members are as follows:

Respondent Member corporate information*	
Full name:	[insert]
Place and date of incorporation:	[insert]
Company number:	[insert]
Address of registered office:	[insert]
Address for notices:	[insert]
Email address for notices:	[insert]
Telephone number:	[insert]
Name and position of the individual nominated as Respondent's contact:	[insert]

* Please duplicate this table for each Respondent Member

3. Respondent's Associates

Response instruction: Provide a list of the Respondent's Associates including consultants, advisors, contractors and subcontractors that have been engaged by the Respondent Members to assist in the preparation of this EOI and/or going forward in the Procurement Process if shortlisted.

The Respondent's Associates are as follows:

Organisation	Role
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]

4. Related Party Participants

Response instruction: Disclose all Related Party Participants of each Respondent Member that may also be a member of a Competing Respondent.

5. Potential additional Respondent Members

Response instruction: Provide details of any areas in which the Respondent is currently incomplete and the proposed approach and timing of obtaining the relevant expertise (including the identity of any additional Respondent Members).

6. Conflict of Interest

The Respondent:

- (a) confirms that there is no conflict of interest in respect of the Project other than, where relevant, any disclosed conflicts which have been consented to by the State in writing;
- (b) confirms the structure and composition of the Respondent Members as set out in this EOI; and
- (c) will advise the State if it proposes to change its structure or composition.

Response instruction: Provide details of any engagements, obligations or commitments that the Respondent or any of the entities referred to above have or are likely to acquire which may give rise to any actual or perceived conflict of interest with any aspect or element of the Project (including any of the services that may be required to be provided under or in connection with the proposed MC Contract).

Response instruction: Please advise details of any strategy for identifying, managing and preventing conflicts of interest.

7. Criminal Convictions

The Respondent must provide details below as to whether:

- (a) any Respondent Member;
- (b) any Related Body Corporate of a Respondent Member; or
- (c) any Senior Officer (as defined in regulation 3(1) of the *Procurement (Debarment of Suppliers) Regulations 2021 (WA)*) of a Respondent Member or a Related Body Corporate of any Respondent Member,
- (d) has been convicted of, or is currently charged with, any:
 - (i) criminal offence that is punishable by imprisonment or detention; or
 - (ii) criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000.

The Respondent is not required to disclose convictions that are spent convictions under the *Spent Convictions Act 1988 (WA)* or equivalent legislation of another State or Territory of Australia.

The State may reject any EOI if it contains details of criminal or statutory convictions or charges which the State deems would be unacceptable to the State if the Respondent was to be appointed as the Contractor.

Response instruction: Provide details of any criminal or statutory offences, as requested above.

8. Gender Equality in Procurement

Complete this disclosure requirement if your business/organisation employs 100 or more people or select “Not Applicable” below.

☐ Not applicable – business/organisation employs less than 100 people.

The *Workplace Gender Equality Act 2012 (Cth)* requires both non-public sector and Commonwealth public sector employers with 100 or more employees to submit a report annually to the Workplace Gender Equality Agency. Non-public sector employers can find further information about reporting requirements at [Preparing to report | WGEA](#).

a) Does the Respondent's business comply with the Workplace Gender Equality Agency gender equality reporting requirements?

(WGEA reporting requirements are available at [Reporting Guide | WGEA](#))

Yes ☐

No ☐

b) Has the Respondent attached a letter of compliance with the *Workplace Gender Equality Act 2012 (Cth)*?

(Information about how to obtain a letter of compliance from WGEA is available from [Eligibility & compliance | WGEA](#).)

Yes ☐

No ☐

If you have answered No to (a) and/or (b) above, please provide reasons or explanation for doing so:

9. Respondent Confirmation

The Respondent confirms that:

- (a) the information set out in the EOI is accurate; and
- (b) the EOI consists of:
 - (i) this completed and signed EOI Form;
 - (ii) the other information requested in this Invitation; and
 - (iii) the following documents [Respondent to insert].

10. Terms and Conditions

By submitting its EOI, each Respondent Member confirms and agrees that it is bound by the Terms and Conditions.

11. Execution

This EOI is dated the [insert] day of [insert].

Response instruction: To be signed by duly authorised officers for each Respondent Member using one of the execution blocks below. The State reserves the right to ensure each Respondent Member has signed the EOI Form before further considering the EOI.

Signed for and on behalf of [insert] (ABN [insert]) by its attorney under power of attorney dated [insert], in the presence of:

Signature of Witness

Signature of Attorney

Full name of Witness

Full name of Attorney

or:

Executed by [insert Company name] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Company Secretary/Director

Full name of Director

Full name of Company Secretary/Director

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