Title
Request for Proposal for Affordable Housing

SITE: Lot 8529 Ellen Stirling Parade Ellenbrook

Reference No.
HOU 9620913

Lodgement of Initial Proposal
Initial Proposal Closing Date: Wednesday 29 of May 2013
Time: Before 2:30pm
Place: East Perth Tender Box
            Ground Floor
            99 Plain Street
            EAST PERTH WA 6004
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Disclaimer

This Request for Proposal (RFP) has been prepared by the Housing Authority.

The RFP has been prepared to assist prospective Respondents in making their own assessment of the Housing Authority’s requirements for Affordable Housing on the Site (the Opportunity) and does not purport to contain all of the information that Respondents may require. The accuracy of any statements, opinions, projects or other information (Statements) contained in this RFP may change. Where any Statements relate to future matters, no steps have been taken to verify that the Statement is based on reasonable grounds, and no representation or warranty, expressed or implied, is made by the Housing Authority, or any of its officers, employees, advisers or agents that the Statements are accurate.

Respondents should conduct their own independent investigations, review and analysis of the Opportunity and the information set out in this RFP. Respondents must rely entirely on their own investigations, review and analysis, and not on this RFP or any information provided by or on behalf of the Housing Authority nor any of the Housing Authority’s employees, agents, advisers or consultants in relation to their assessment of the Opportunity. Neither the Housing Authority, nor any of its employees, agents, advisers or consultants (or their respective associated companies or businesses, partners, directors, officers or employees) makes any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in this RFP or subsequently provided to Respondents by or on behalf of the Housing Authority or its advisors or consultants. To the maximum extent permitted by law, none of those persons shall have any liability (whether arising from negligence or otherwise) for:

(a) any representations or warranties (express or implied) or information contained in, or for any omissions from, this RFP or any written, oral or other communications transmitted to the Respondents by or on behalf of the Housing Authority or any of its employees, agents, advisers or consultants; or

(b) any cost, expense, loss, claim or damage of any nature arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from this RFP or by reason of any reliance thereon by any person or body.

The Housing Authority may, in its sole and absolute discretion, but without being under any obligation to do so, amend, update or supplement the information contained in this RFP. Any further information will be and is provided subject to the terms and conditions set out in this notice.

Nothing in this RFP will be construed to be or create a binding contract (express or implied, including a process contract) enforceable against the Housing Authority by any Respondent. Any conduct or statement by the Housing Authority, whether prior to, or subsequent to, the issue of these this RFP is not, and this RFP is not, and must not be deemed to be, an offer to contract on the part of the Housing Authority or a binding undertaking of any kind by the Housing Authority. Each Respondent waives any right to administrative law relief (whether under statute, the common law, equity or otherwise) to which that Respondent is or may in the future become entitled in connection with this document or the process outlined in it.
Interpretation

1. Definitions

Addenda means modifications or clarifications to the RFP issued by the Housing Authority in accordance with this RFP.

Affordable Housing means dwellings which households on low to moderate incomes can afford, while meeting other essential living costs. It includes public housing, not-for-profit housing, together with private rental and home ownership options for those immediately outside the subsidised Social Housing system.

Affordable Housing Design Guidelines and Specifications means the Housing Authority's design guidelines and minimum specifications for Affordable Housing set out in Appendix 1.

Building Code of Australia means the prevailing Building Code of Australia as produced and maintained by the Australian Building Codes Board and BCA shall have the same meaning.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Complying Proposal means a Proposal that:

(a) is complete and responds in all material respects to the Initial Proposal Evaluation Criteria or the Final Proposal Evaluation Criteria (as applicable);

(b) satisfies the Conditions of Proposal.

Conditions of Proposal includes the instructions to Respondents contained throughout Part A of this RFP and the terms and conditions set out in Part B of this RFP.

Contract means the legal contract between the Successful Respondent and the Housing Authority for the implementation of the Successful Respondent's Final Proposal.

Evaluation Panel means the panel or panels (as the context requires) appointed by the Housing Authority to undertake the evaluation of the Proposals from time to time.

Evaluation Process means the process outlined in section 9 of this RFP by which the Housing Authority may evaluate a Proposal.

Final Proposal means a detailed proposal for Affordable Housing on the Site lodged by a Short-listed Respondent in response to section 7 of this RFP and otherwise in accordance with this RFP.

Final Proposal Closing Date means the closing date for lodging Final Proposals as determined by the Housing Authority and notified in writing to Short-listed Respondents pursuant to section 5.3(b) of this RFP.

Final Proposal Form means the form of the same name annexed to this RFP to be completed and lodged by a Short-listed Respondent with its Final Proposal.

Housing Authority means the Housing Authority, a body corporate established under the Housing Act 1980 (WA).

Initial Proposal means a preliminary proposal for Affordable Housing on the Site lodged by a Respondent in response to section 6 of this RFP and otherwise in accordance with this RFP.

Initial Proposal Closing Date means the closing date for lodging Initial Proposals pursuant to this RFP as set out in section 5.3(a).

Initial Proposal Form means the form of the same name annexed to this RFP to be completed and lodged by a Respondent with its Initial Proposal.
Non-complying Proposal means a Proposal that is not a Complying Proposal.

Practical completion means that stage in the execution of the works comprising the Project when:

(a) The works are complete except for minor omissions and minor defects which do not prevent the works from being immediately occupied as a residence, and rectification of which will not prevent the convenient use of the works; and

(b) The works are capable of being immediately occupied as a residence; and

(c) Any tests required by the Housing Authority have been carried out and passed; and

(d) All documents and other information required by the Housing Authority or which are essential for the sale, use, operation or maintenance of the works have been supplied by the Successful Respondent to the Housing Authority, including without limitation strata titling documentation when required.

Preferred Respondent means the Short-listed Respondent selected following the evaluation of the Final Proposals with a view to conducting Contract negotiations.

Probity Adviser means the probity adviser that may be engaged for the Evaluation Process as referred to in this RFP.

Procurement Process means the process of procuring a private sector party to deliver the Project under this RFP.

Preferred Housing Type and Configuration means the preferred housing type and configuration as set out in section 2.2

Project means the project to design and build and, if applicable, finance, Affordable Housing on the Site.

Project Objectives mean the objectives as set out in section 1.3

Proposal means both an Initial Proposal and a Final Proposal.

Respondent means the legal entity lodging a Proposal in response to this RFP.

RFP means this Request for Proposal for Affordable Housing Reference HOU 9620913.

Risk Allocation Matrix means the Housing Authority's preferred risk allocation for the Project set out in Appendix 2.

Short-listed Respondent means a Respondent selected following the evaluation of an Initial Proposal with a view to preparing and lodging a Final Proposal.

Site means the site referred to in section 2.1 of this RFP.

Social Housing is an umbrella term that refers to all housing that is targeted towards low income households and provides a subsidy that tenants pay no more than 30% of their income on rent. It is generally used to describe public and community housing as one sector.

Successful Respondent means the Respondent whose Final Proposal is determined by the Housing Authority (in the Housing Authority's sole and absolute discretion) to best meet the Housing Authority's requirements and preferences as set out in this RFP and with whom the Housing Authority enters into a Contract.
PART A - Instructions and general information for Respondents

1. Introduction

1.1 Affordable Housing Strategy

(a) A key objective of the State Government's Affordable Housing Strategy – Opening Doors 2010-2020 (Affordable Housing Strategy) is the provision of an additional 20,000 Affordable Housing opportunities by 2020 to help low to moderate income earners who are struggling in the private rental market, unable to get into home ownership and/or trapped in the Social Housing system because of a lack of affordable alternatives.

(b) The State Government is committed to tackling the shortage of Affordable Housing in Western Australia. The Affordable Housing Strategy gives the Housing Authority a mandate to lead the implementation of vital changes in the way it delivers Affordable Housing and through new partnerships, start opening more doors for more people more quickly.

(c) This RFP is just one of the new ways the Housing Authority is currently seeking to engage the private sector to design, construct and, where appropriate, finance high quality, value for money Affordable Housing.

1.2 The Opportunity

(a) Traditionally, the Housing Authority has prescribed its preferred design and tendered construction contracts for the delivery of new Social Housing on its land. Scope for innovative market-led design, construction and financing or partnering arrangements for such housing has been limited accordingly.

(b) Respondents are now presented with the opportunity to lodge Proposals for and, if selected by the Housing Authority, deliver a diverse range of Affordable Housing (not just Social Housing) on land owned by the Housing Authority.

(c) The Housing Authority intends to release to the market a number of sites it owns generally in accordance with the process and principles outlined in this RFP. A separate request for proposal will be issued and a separate procurement process undertaken for each new site.

(d) Details of the Site for this RFP and the Housing Authority's Preferred Housing Type and Configuration are set out in this document.

(e) By partnering with the private sector in this way, the Housing Authority expects to achieve a range of objectives referred to in section 1.3 below.

1.3 Project Objectives

The Housing Authority's primary objective for this Project is to procure affordable, sustainable and high quality residential accommodation that is suitable for the Housing Authority's sale and rental programs and that will meet the needs of low to moderate income households.

Through this RFP, the Housing Authority is also seeking to achieve the following objectives

(a) to encourage the private sector to present for consideration by the Housing Authority Proposals for value for money, innovative and high quality Affordable Housing on the Site;

(b) to secure expertise in the design and construction of residential built form that meets or exceeds the requirements in the Affordable Housing Design Guidelines and Specifications;
(c) to transfer operational and risk revenue to the private sector provider where it is economically efficient to do so;

(d) to achieve exceptional value for money through not only economies of scale but through other innovation and efficiencies such as housing design, materials selection, purchasing arrangements and other supply chain efficiencies; and

(e) to procure Affordable Housing in a manner that is highly innovative in respect of financial, contractual and risk arrangements.
2. Project details

2.1 Site location and details

The site is approximately 5397m² and is located between Brick Lane and Ellen Stirling Parade in the Ellenbrook Town Centre. It is within easy walking distance to the core retail district and future rapid bus transit station, as well as other amenity such as Ellenbrook Senior College, Library, oval, parks and playgrounds.

The site is zoned for R40-RAC1 development allowing for a mix of residential and commercial uses with the one site.

Ellen Stirling Parade will be considered as the primary frontage with vehicle access being recommended from Brick Lane. Brick Lane is adjoined by the Masters Home Improvement store. The site includes reciprocal street parking contained along Brick Lane.

- Certificate of title details: No titles issued
- Local Authority: City of Swan
- Site conditions: Refer to earthworks completion report Click Here (Geotpert 08050AZ-AH dated 27 March 2013 by Georgiou Group Pty Ltd)
- Services: The site is not serviced
- The indicative land value to be used as per part 5 of initial proposal for is $2,230,000
2.2 Preferred Housing Type and Configuration

The preferred urban design and built form outcome should be consistent with the principles demonstrated by the concept sketch prepared by Moull Murray Architects [Click Here]. These principles include:

- Minimum overall height of 10m or 3 storey
- Ellen Stirling Boulevard as the primary elevation
- Building to wrap around corners and address side streets and central communal space with equal quality of facade as Ellen Stirling
- Brick Lane considered as a secondary elevation
- Incorporation of a central communal space
- Incorporation of ground floor units for commercial or residential purposes to street corner locations and fronting the central communal space
- Facades to be articulated with projections/indentations in the floor plan
- Some modulation of the roof line through exaggerated corner of entry elements
- Incorporation of the identified character elements (materials, theme reference)
- All car parking to be accessed from Brick Lane
- Underground or undercroft parking for the bulk of the parking
- Other parking to be shaded with structures which also provide a secure edge treatment to the site

3. Overview of Procurement Process

3.1 Purpose and structure of this RFP

The purpose of the RFP is to:

(a) provide Respondents with details of:
   (i) the Site;
   (ii) the Preferred Housing Type and Configuration; the Project Objectives; and
   (iii) Project Objectives

(b) outline the proposed Procurement Process, including an indicative timeframe for each phase or milestone;

(c) invite Respondents:
   (i) to prepare and lodge an Initial Proposal; and
   (ii) (if short-listed by the Housing Authority in accordance with this RFP), prepare and lodge a Final Proposal,

   in accordance with the Housing Authority's requirements; and

(d) specify the evaluation criteria against which the Housing Authority may evaluate Proposals and upon which it may:
   (i) short list Respondents based on its evaluation of Initial Proposals; and
   (ii) at its discretion, select a Preferred Respondent based on its evaluation of Final Proposals.
3.2 Procurement Process

(a) This RFP incorporates a two-phase procurement process. The Procurement Process has been designed to minimise the cost and time impost associated with preparing a Proposal until the Housing Authority has short-listed a small number of Respondents to prepare and lodge a Final Proposal in phase two.

(b) Phase one will involve the evaluation of Initial Proposals and selection of Short-listed Respondents. Initial Proposals must respond in sufficient detail to the Initial Proposal Evaluation Criteria. However, it is intended that the required level of detail will be much less than that required for Final Proposals. For example, Respondents will only be required to prepare design and layout sketches, not detailed, final plans. More information regarding the Initial Proposal Evaluation Criteria is set out in section 6 of this RFP.

(c) Phase two will involve those Short-listed Respondents preparing and lodging a more detailed Final Proposal for evaluation by the Housing Authority. Final Proposal must respond in sufficient detail to the Final Proposal Evaluation Criteria including final drawings, full costing and details regarding financial and partnering arrangements. More information regarding the Final Proposal Evaluation Criteria is set out in section 7 of this RFP.

(d) Following the evaluation of Final Proposals, the Housing Authority will award ‘Preferred Respondent status’ to a Short-listed Respondent and proceed to the final negotiation of the Contract with the Preferred Respondent.

(e) If the Housing Authority determines in the course of negotiations with the Preferred Respondent that those negotiations are not likely to result in the execution of the Contract between the Housing Authority and the Preferred Respondent, the Housing Authority reserves the right at that time to:

   (i) cease negotiations with the Preferred Respondent and award ‘Preferred Respondent status’ to an alternative Short-listed Respondent and proceed to negotiate the terms of the Contract with that alternative Short-listed Respondent as the Preferred Respondent; or

   (ii) terminate the Procurement Process.

(f) In accordance with the Conditions of Proposal, the Housing Authority reserves the right to change or cancel all or part of the Procurement Process at any time.
4. **Indicative Timetable**

The indicative timetable for the Procurement Process and indicative milestones for the delivery of the Project are set out as follows:

<table>
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<tr>
<th>Phase/Milestone</th>
<th>Timeframe</th>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>03 May 2013</td>
</tr>
<tr>
<td>Prospective Respondents register with Housing Authority</td>
<td>15 May 2013</td>
</tr>
<tr>
<td>Closing Date for Initial Proposal</td>
<td>29 May 2013</td>
</tr>
<tr>
<td>Evaluation of Initial Proposals</td>
<td>2 weeks from closing date</td>
</tr>
<tr>
<td>Short-listed Respondents notified</td>
<td>1 week</td>
</tr>
<tr>
<td>Final Proposal Closing Date (Short-listed Respondents only)</td>
<td>6 weeks</td>
</tr>
<tr>
<td>Short-listed Respondents presentations</td>
<td>1 week</td>
</tr>
<tr>
<td>Evaluation of Final Proposals</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Announcement of Preferred Respondent</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Contract executed and Successful Respondent announced</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Commencement of Works</td>
<td>TBA</td>
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<tr>
<td>Practical Completion of Project</td>
<td>TBA</td>
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The above dates and phases/milestones are indicative and do not create an obligation on the part of the Housing Authority to take any action on any relevant date and does not constitute a representation that any action will be taken on any date. The Housing Authority reserves the right at any time at its absolute discretion to vary the timetable for the Procurement Process but it is not obliged to provide any reasons for the variation.
5. **Proposals**

5.1 **General requirements**

The general administrative and procedural requirements outlined in this Part [6] apply to both Initial Proposals and Final Proposals (collectively referred to hereinafter as ‘Proposals’).

5.2 **Lodgement of Proposals**

(a) Respondents must lodge Proposals in response to this RFP in a sealed envelope clearly marked Request for Proposal HOU 9620913 with the Respondent’s name and contact details marked on the envelope.

(b) The envelope should be deposited in the Tender Box as detailed below, or sent by prepaid post to the address below:

(i) in the case of an Initial Proposal, before the Initial Proposal Closing Date; and

(ii) in the case of a Final Proposal, before the Final Proposal Closing Date.

(c) Proposals received after the relevant closing date may not be considered

Location of Tender Box:
Department of Housing – Tenders Office
Ground Floor
99 Plain Street
EAST PERTH WA 6004

Postal Address for Tender Box:
Department of Housing – Tenders Office
Locked Bag 22
EAST PERTH WA 6892

5.3 **Closing Dates**

(a) The Initial Proposal Closing Date is [Wednesday 29 May 2013] before 2.30pm.

(b) The Final Proposal Closing Date will be notified in writing to Short-listed Proponents by the Housing Authority following the evaluation of Initial Proposals. However, as a guide, it is estimated that the Housing Authority will allow Short-listed Proponents up to [6 weeks] weeks to prepare and lodge a Final Proposal from the date of notification of their short-listing.

(c) The Housing Authority may, in its sole and absolute discretion, decide to bring forward either one or both of the above closing dates by giving at least 10 Business Days' notice to all registered prospective Respondents or Short-listed Respondents respectively.

5.4 **Late Proposals**

Proposals lodged after the Initial Proposal Closing Date and / or the Final Proposal Closing Date (as applicable) will be opened and registered separately. The Housing Authority may admit or exclude late Proposals from consideration at its sole and absolute discretion. In deciding whether to admit or exclude a late Proposal from consideration, the Housing Authority may take into account any factors it consider relevant including, without limitation:

(a) whether the late Proposal is likely to have had an opportunity to obtain some unfair advantage from late submission;

(b) any evidence of unfair or improper practices by the Respondent;

(c) how late the Proposal is, the reasons given for lateness (and any evidence available to support these reasons); and
(d) whether the Proposal was mishandled by the Housing Authority, by an official postal service or by a reputable delivery service.

5.5 Discrepancies, errors or omissions
If after the lodgement of a Proposal, a Respondent becomes aware of any discrepancy, error or omission in its Proposal and wishes to lodge a correction or additional information, it must provide the correction or additional information in writing prior to the Initial Proposal Closing Date or Final Proposal Closing Date (as applicable).

5.6 No contracted obligations
Neither the release of this RFP, or the lodgement of a Proposal, will create or evidence any contractual or other enforceable obligations in relation to:

(a) the conduct of the Procurement Process; and

(b) whether or not the Housing Authority enters into a contract for the provision of the Project or Affordable Housing generally.

5.7 Content of Proposals
Respondents are required to lodge:

(a) Initial Proposals in accordance with the format and containing the information requested in the Initial Proposal Form; and

(b) Final Proposals in accordance with the format and containing the information requested in the Final Proposal Form.

All Initial Proposal Forms and Final Proposal Forms must be signed and witnessed where indicated.

5.8 Format of Proposals

(a) One bound copy and six unbound/un-punched copies of the Proposal should be supplied.

(b) All documentation should be in A4 format except for design and layout sketches or plans which may be in A3 format.

(c) It is the Respondent's responsibility to ensure that its Proposal is complete and accurate. If it is not, the Proposal may not be considered by the Housing Authority and may be returned to the Respondent.

5.9 Alterations, erasures or illegibility
Proposals containing alterations or erasures, and Proposals in which prices are not clearly and legibly stated, may be excluded from consideration. Any alteration made to a Proposal must be initialled by the Respondent on all hard copy versions and be included in any electronic versions of the Proposal.

5.10 Supporting materials
Respondents may include additional materials (such as brochures) in support of their Proposals. The Housing Authority’s preference is for any such material to be provided in electronic format.

5.11 Language of Proposals

(a) Proposals, including all schedules, attachments and supporting material, must be written in English.

(b) Unless otherwise specified, measurement must be expressed in Australian legal units of measurement and prices must be expressed in Australian dollars.
5.12 Contact person
There must only be ONE person nominated in a Proposal as the contact person for that Proposal. That person must be an authorised representative of an incorporated entity and must have sufficient authority to liaise with the Housing Authority on behalf of the Respondent in connection with the Proposal.

5.13 Proposal validity period
Initial Proposals and Final Proposals must each be valid for a period of at least 6 months from the date of lodgement with the Housing Authority.

5.14 Non-complying Proposals
If a Proposal is deemed by the Housing Authority to be a Non-Complying Proposal, the Housing Authority may, at its absolute discretion:
(a) reject and not consider the Proposal further; or
(b) if it is possible to correct the non-compliance without affecting the probity of the Procurement Process, permit the Respondent to do so.
6. Initial Proposal Evaluation Criteria

The criteria the Housing Authority will use to assess Initial Proposals is detailed in this section 6.

Initial Proposals should address the criteria below. The Initial Proposal Form uses the same headings in the same order as listed below for convenience. Respondents should provide sufficient information against each of the requirements to demonstrate their ability to satisfy all of the Initial Proposal Evaluation Criteria.

The Evaluation Panel will score each Respondent against weighted criteria 2 to 5 inclusive. Initial Proposals that do not address all of the Initial Proposal Evaluation Criteria may not be considered.

The Housing Authority considers that prospective Respondents should be able to prepare an Initial Proposal based on existing corporate information and in-house knowledge and without a material cost impost on Respondents.

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<th>Initial Proposal Evaluation Criteria</th>
<th>Weighting</th>
<th>Information Required</th>
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<td>1. i. Complying Proposal</td>
<td>Pass/fail</td>
<td>Complete Part 1 and complete and duly execute Part 6 of Initial Proposal Form</td>
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<td>Respondents must provide:</td>
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<td>i all necessary information regarding the Respondent entity, including consortium members (if applicable) in Part 1;</td>
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<td>ii the undertakings, warranties and acknowledgements contained in the deed poll in Part 6 of the Initial proposal Form</td>
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<tr>
<td>2. ii. Planning, Design and Construction</td>
<td>30%</td>
<td>Complete Part 2 of Initial Proposal Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. Provide design and layout sketches showing floor plans, elevations and site layout (limited to 2 x A3 pages).</td>
</tr>
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<td></td>
<td></td>
<td>ii. Demonstrate how the Initial Proposal:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. reflects the Preferred Housing Type and Configuration;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. meets or exceeds the Affordable Housing Design Guidelines and Specification; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. complies with statutory requirements including but not limited to local planning schemes</td>
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<td>iii. Demonstrate an approach to planning, design construction that will assist in achieving the Project Objectives.</td>
</tr>
<tr>
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<td></td>
<td>iv. Provide details of estimated construction time, having regard to the Indicative Timetable.</td>
</tr>
<tr>
<td>3 i. Financial Capacity</td>
<td>25%</td>
<td>Complete Part 3 of Initial Proposal Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. Demonstrate Respondent's financial capacity to deliver the Project.</td>
</tr>
<tr>
<td><strong>criterion</strong> the Housing Authority will undertake its own due diligence regarding Respondents’ financial capacity.</td>
<td><strong>Complete Part 4 of Initial Proposal Form</strong></td>
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</tbody>
</table>
| **4. iv. Experience and Technical** The Respondent must satisfy the Housing Authority that it has sufficient experience in the design and construction of similar projects | i. Outline previous experience in the design and construction of similar projects, including three (3) referees and any experience working with the Public Sector.  
  ii. Outline previous experience in the use or application of any innovative technologies that may be implemented to deliver the Project.  
  iii. Provide a brief outline of each key person who it is proposed will work on the Project, including details of qualifications, experience and skills. |
| **5. v. Commercial** The Initial Proposal must provide value for money solutions to the Housing Authority, whilst adopting the Housing Authority's preferred risk allocation and insurance requirements. | **Complete Part 5 of Initial Proposal Form** |
| | i. Using the indicative land value demonstrate an understanding of the commercial principles underpinning the Project including:  
  a. a budget for the total cost of the Project;  
  b. a cost per dwelling; and  
  c. an estimated market valuation per dwelling;  
  ii. Indicate the degree to which the Respondent is prepared to accept the Housing Authority's preferred risk allocation as set out in the Risk Allocation Matrix. Provide a justification for any proposed departures  
  iii. Detail the financial structure proposed to undertake the project. The Housing Authority is prepared to consider a range of financial structures including:  
  a. Housing Authority pays for construction of and retains ownership of all dwellings;  
  b. Housing Authority transfers ownership of a certain number of the completed dwellings to the Respondent for sale on the open market if the Respondent is responsible for some or all of the costs of the Project (excluding land acquisition costs);  
  c. deferred payment options  
  iv. Agree to effect and maintain all relevant insurance policies expected of a prudent Respondent undertaking a project similar to the Project |

The criteria the Housing Authority will use to assess Final Proposals is outlined in this section 7. Where indicated, Respondents must refer to the relevant Schedule for detailed requirements relating to particular Final Proposal Evaluation Criteria.

Final Proposals should address the criteria below, having regard to the detailed requirements relating to each criterion in the relevant Schedule to this RFP. **A Short-listed Respondent must ensure that its Final Proposal is consistent with its Initial Proposal.**

The Final Proposal Form uses the same headings in the same order as listed below for convenience. Respondents should provide sufficient information against each of the requirements to demonstrate their ability to satisfy all of the Final Proposal Evaluation Criteria.

Final Proposals that do not address all of the Final Proposal Evaluation Criteria to the extent required in the relevant Schedules may not be considered.

The Evaluation Panel will score each Respondent against weighted criteria 2 to 4 inclusive.

<table>
<thead>
<tr>
<th>Final Proposal Evaluation Criteria</th>
<th>Weighting</th>
<th>Information Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. i. Complying Proposal</td>
<td>Pass/fail</td>
<td>Complete Part 1 and complete and duly execute Part 5 of Final Proposal Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Respondents must provide:</td>
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<tr>
<td></td>
<td></td>
<td>i. all necessary information regarding the Respondent entity, including consortium members (if applicable) in Part 1;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. the undertakings, warranties and acknowledgements contained in the deed poll in Part 5</td>
</tr>
<tr>
<td>2. ii. Planning, Design and Construction</td>
<td>40%</td>
<td>Respondents must provide:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. details of design and construction parameters, including:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. detailed floor plans, elevations, site layout and specifications; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. details of all necessary statutory and regulatory approvals.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. confirmation of timeline for the successful delivery of the Project</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Detailed requirements are set out in Returnable Schedule [1]</strong></td>
</tr>
<tr>
<td>3. iii. Experience and Technical</td>
<td>30%</td>
<td>Respondents must confirm:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. the entity and support that will be used to deliver the Project</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. final details of contract management and key</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>has sufficient capacity to deliver the Project</th>
<th>team members including any sub-contractors (if any) to be engaged in connection with the delivery of the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>iii. that current workload will not impede your capacity to deliver the Project in accordance with the Indicative Timetable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv. final details of any strategic initiatives, or innovative technologies that may be implemented in delivering the Project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>v.</th>
<th>Commercial</th>
<th>30%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Final Proposal must provide value for money solutions to the Housing Authority, whilst addressing the Housing Authority’s preferred risk allocation and insurance requirements</td>
<td>Respondents must provide:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. current evidence of the marketability of the completed dwellings.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. market valuations for the completed dwellings;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. details of risk management strategies to minimise any risk that the completed dwellings will not be sold at or above market value;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv. details of strategies for preventing conflict of interests; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v. details of final legal and commercial structure, including proposed contracting and transaction details.</td>
</tr>
</tbody>
</table>

**Detailed requirements are set out in Returnable Schedule [2]**
8. **Procedural matters**

8.1 **Registration of Respondents**

(a) At any time prior to the Initial Proposal Closing Date, prospective Respondents must advise the Housing Authority of their contact details and intention to submit an Initial Proposal, which the Housing Authority will include on the register of Respondents, by:

- Email: affordablehousingeoi@housing.wa.gov.au ; or
- Telephone: (08) 9440 2228

8.2 **Enquiries**

(a) All enquiries regarding the subject matter of the RFP or a matter arising in connection with the RFP should be made to the Housing Authority's Administration Manager at affordablehousingeoi@housing.wa.gov.au.

(b) If the Housing Authority responds to a question and the response is considered to be an alteration to the RFP, the Housing Authority reserves the right, subject to the paragraph below, to copy the question and its response to other registered prospective Respondents. The Housing Authority will ensure, however, that information proprietary to a particular Respondent remains as such.

(c) If a prospective Respondent considers the subject matter of a question to be confidential and to have a commercial value, it must clearly indicate this in the correspondence.

(d) The Housing Authority, in its sole and absolute discretion, shall determine whether the subject matter raised in the question is of a confidential nature. If the Housing Authority does not consider the subject matter of the question to be of a confidential nature, it shall give the prospective Respondent the opportunity to withdraw the question.

(e) The Housing Authority will endeavour to respond in writing to questions submitted by prospective Respondents as quickly as possible after receipt of the questions. However, the nature and extent of the questions will determine the timeframe within which the Housing Authority will be able to respond. The Housing Authority is not responsible if a Respondent does not receive a response to a question.

8.3 **Housing Authority site visits**

The Housing Authority may request to visit projects of the type (or similar) sought by this RFP previously completed by a Respondent.

8.4 **Presentations by Short-listed Respondents**

(a) Short-listed Respondents may be required to give a presentation and attend an interview as part of the Procurement Process after the submission of their Final Proposal. Unless determined otherwise by the Housing Authority, the conditions under which presentations and interviews will be conducted are:

   (i) Short-listed Respondents may be required to provide an oral presentation of their Final Proposal and to answer questions or clarifications immediately following the presentation;

   (ii) Short-listed Respondents must not use the presentation or their answers to provide new information and documentation additional to the contents of their Final Proposal that materially alters their Final Proposal; and

   (iii) at the presentation, Respondents will be required to provide, within five Business Days of the date of the presentation, written confirmation of any answers given to questions asked by the Housing Authority.
(b) The Housing Authority is not obliged to hold presentations and interviews or arrange for presentations and interviews with any or all Short-listed Respondents.

8.5 Addenda

(a) Any Addenda or other supplementary information relating to this RFP will be posted on the Housing Authority’s website at www.housing.wa.gov.au/investorsandpartners/investmentbusinessopportunities.

(b) The Housing Authority will endeavour (but is not obliged) to ensure that any Addenda or other supplementary information:

   (i) issued prior to the Initial Proposal Closing Date, is issued via email to all prospective Respondents who have registered with the Housing Authority pursuant to section 8.1 above; and

   (ii) issued after the announcement of the Short-listed Respondents is issued via email to Short-listed Respondents only,

       however, prospective Respondents and Short-listed Respondents are to satisfy themselves that they have received, acknowledged and addressed all Addenda that may have been issued up to the Initial Proposal Closing Date and the Final Proposal Closing Date respectively.

(c) All Addenda issued will become part of this RFP.

(d) Respondents must respond to this RFP as amended by any Addenda and acknowledge receipt of the same in the Initial Proposal Form or Final Proposal Form (as applicable).

8.6 Debriefing

The Housing Authority may provide a debrief to unsuccessful Short-listed Respondents, at the request of an unsuccessful Short-listed Respondent.
9. Evaluation Process

9.1 Evaluation Panel
(a) An Evaluation Panel will be established to evaluate the Proposals lodged in response to this RFP and to prepare an evaluation report for the Housing Authority.

(b) The evaluation of the Initial Proposal will be in accordance with the Initial Proposal Evaluation Criteria and the Final Proposal in accordance with the Final Proposal Evaluation Criteria.

(c) The Evaluation Panel will comprise Housing Authority officers and external advisors as necessary. The Evaluation Panel may have a different composition for the purpose of evaluating the Initial Proposals and Final Proposals respectively.

9.2 Process for the selection of Short-listed Respondents
(a) The Housing Authority will undertake a desktop review of Initial Proposals to determine if an Initial Proposal is a Complying Proposal.

(b) The Evaluation Panel will then evaluate Initial Proposals that are Complying Proposals against the Initial Proposal Evaluation Criteria.

(c) The Housing Authority may then, at its sole and absolute discretion, select Short-listed Respondents. It is the Housing Authority's preference to select three Short-listed Respondents, however, at the sole discretion of the Housing Authority, a longer or shorter short-list may be created.

(d) Proposals submitted by Respondents who are not Short-listed Respondents may be excluded from further consideration;

9.3 Notification of and consultation with Short-listed Respondents
The Housing Authority will notify any Short-listed Respondents in writing and invite each Short-listed Respondent to submit a Final Proposal. The Housing Authority may also request a Short-listed Respondent to deliver a short presentation of its Final Proposal following lodgement of the same.

9.4 Housing Authority requests during evaluation process
The Housing Authority reserves the right to request a Respondent to attend a meeting, arrange a site visit for the Housing Authority or seek clarification on a Final Proposal.

9.5 Process for awarding 'Preferred Respondent status'
Following the receipt of a Final Proposals from Short-listed Respondents, the Housing Authority will:

(a) evaluate the Final Proposals against the Final Proposal Evaluation Criteria;
(b) adjust the ranking between Final Proposals to take into account any further negotiations or information between the Short-listed Respondents and the Housing Authority (if necessary);
(c) resolve all material business, financial, technical and legal issues; and
(d) at its absolute discretion, award 'Preferred Respondent status' to a Short-listed Respondent.

9.6 Negotiations with the Preferred Respondent
(a) Following any due diligence and further discussions, the Housing Authority reserves the right to enter into negotiations with the Preferred Respondent. Negotiations could cover any aspect of the Final Proposal.

(b) The Housing Authority may issue a timetable for any such negotiations and require the Preferred Respondent to comply with the same.
(c) The Preferred Respondent must proceed in good faith to negotiate and finalise a Contract with the Housing Authority.

(d) Any agreement reached during negotiations will be documented in any Contract.

9.7 Housing Authority reserves its rights
Without limiting its other rights under this RFP, the Housing Authority reserves the right to:

(a) suspend or discontinue any negotiations with a Preferred Respondent or exercise any other right it has under this RFP or at law in circumstances where the Preferred Respondent has retracted, or attempts to retract, agreements under which material business, financial, technical or legal issues were resolved during the negotiations.

(b) adjust the ranking between Short-listed Respondents to take into account any further negotiations or information.

9.8 Final approvals
If satisfied with the outcome of any negotiations and the Short-listed Respondent is at all times complying with the requirements of this RFP, the Housing Authority will prepare a final report for the purposes of seeking any and all necessary internal approvals, including any approvals required under the Housing Act 1980 (WA).

9.9 Contractual Close
The selection of a Preferred Respondent is subject to successfully concluding the Contract negotiations.

9.10 Probity Advisor
The Housing Authority may from time to time appoint an independent third party consultant as the Probity Adviser in respect of the Procurement Process. The primary role of any Probity Adviser would be to provide advice to the Housing Authority to ensure that the Procurement Process is conducted in a consistent, fair and transparent manner.
PART B - Terms and Conditions

10. Rights and obligations

10.1 The Housing Authority's rights

The Housing Authority reserves the right to:

(a) vary the Conditions of Proposal;
(b) vary any other part of this RFP;
(c) suspend or terminate the Evaluation Process;
(d) admit or exclude any Respondent from the Evaluation Process at any time;
(e) consider or not consider any Proposal;
(f) request and rely on clarification or additional information from any or all Respondents;
(g) provide additional information to any or all Respondents;
(h) issue Addenda;
(i) select, or enter into negotiations with, more than one Respondent or a third party who has not submitted a Proposal;
(j) discontinue negotiations with any Respondent;
(k) elect not to proceed to select any one or more Proposals and / or Respondents; and/or
(l) cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFP.

10.2 No fettering

The Respondent acknowledges and agrees that nothing contained or implied in this RFP will be construed or interpreted as unlawfully restricting or otherwise unlawfully affecting the unfettered discretion of the Housing Authority to exercise any of its execution or statutory powers or functions under any law.

10.3 Exclusion of liability

In no event will the Housing Authority be liable for:

(a) any cost, expense, loss, claim or damage arising out of, or in connection with, a Respondent's participation in the subject matter of this RFP including, without limitation, the preparation and lodgement of a Proposal, or the preparation and negotiation of a contract to procure Affordable Housing dwellings;
(b) any cost, expense, loss, claim or damage resulting from the exercise of any of the Housing Authority's rights referred to in this section; or
(c) any failure to inform a Respondent of the exercise of any of the Housing Authority's rights under this section.

10.4 Exercise of rights

If the Housing Authority does exercise any of its rights under this section, the Housing Authority will endeavour to inform Respondents. The Housing Authority will not, however, be under any obligation to do so.
10.5 Ownership of the RFP
All documents comprising the RFP remain the property of the Housing Authority. All copyright and other intellectual property rights contained in the RFP are and remain vested in the Housing Authority and any third party who has given the Housing Authority permission to incorporate them in the RFP. Other than with the written permission of the Housing Authority, neither the RFP, nor any part of it, may be reproduced, stored in a retrieval system or transmitted in any form, by any method (including electronic), for any purpose, except as expressly permitted under applicable legislation.

10.6 Ownership of Proposals
By lodging a Proposal, the Respondent agrees that the original and all copies of the Proposal lodged with the Housing Authority become the property of the Crown in right of the State of Western Australia at the time of lodgement and that the Housing Authority may make further copies of, and use, the Proposal for the purpose of conducting the Evaluation Process, considering and/or analysing Proposals and negotiating and preparing a Contract(s). The Respondent also agrees that the Proposals will not be returned to the Respondent at the conclusion of the Evaluation Process.

10.7 Intellectual property rights
Respondents agree to grant the Housing Authority and its officers, contractors, employees, agents and advisers an irrevocable, perpetual, royalty free, non-exclusive license to copy, adapt, amend, disclose to third parties or do anything else necessary (in the Housing Authority’s discretion) to all material (including that which contains intellectual property rights of the Respondent or other persons) contained in the Proposal for the purpose of:

(a) the Housing Authority’s evaluation of Proposals;
(b) negotiating the Contract(s) if the Respondent proceeds to contract negotiation;
(c) reference during resolution of any issues that may occur in relation to a Contract(s) or this RFP; and
(d) other matters relating to such matters including audit requirements.

The Respondent must obtain all consents, waivers, licenses and approvals necessary or required in order for the Housing Authority to exercise its rights described in this section without infringing the rights of any third party. The Respondent represents and warrants to the Housing Authority that such exercise by the Housing Authority will not infringe any third party rights.

10.8 Exclusion from consideration
Where, under the RFP, the Housing Authority may:

(a) exclude a Proposal from consideration; or
(b) exercise any other discretion,
the Housing Authority may do so in its sole and absolute discretion and will not be required to act, or be restrained from acting, in any way or for any reason.

10.9 Whole or part Proposal
The Housing Authority may consider the whole or any part of a Proposal.

10.10 Acceptance of Proposal
Neither the Proposal containing the lowest financial bid for the Project, nor any Proposal, will necessarily be accepted by the Housing Authority.
10.11 Relationship between parties
The Respondent acknowledges and agrees that:

(a) this RFP does not constitute an offer or an invitation to treat; and

(b) no contract exists or will arise between the Housing Authority and any Respondent in respect of this RFP or the subject matter of this RFP or any Proposal or the subject matter of any Proposal unless and until a Contract is executed by the Housing Authority and a Successful Respondent on terms acceptable to the Housing Authority.

(c) any obligations or liability for the Housing Authority to the Respondent in respect of any aspect of the Evaluation Process:
   (i) are limited to those obligations and liabilities expressly set out in this RFP; and
   (ii) exclude (to the extent permitted by law) any obligations or liabilities which may otherwise be implied or imposed on the Housing Authority under contract, equity by statute or otherwise.

10.12 No legal rights or obligations

(a) No legal rights or obligations in relation to the procurement or supply of the Project or of Affordable Housing dwellings more generally will arise between the Housing Authority and any Respondent prior to the execution of a Contract in a form acceptable to the Housing Authority.

(b) Notwithstanding the evaluation of Proposals in accordance with this RFP, or the selection of one or more Proposals, the selection of any Proposal by the Housing Authority is subject to the execution of a Contract in a form acceptable to the Housing Authority.

(c) An appropriate form of contract for the procurement of dwellings which are the subject of a Proposal will be negotiated as part of the formal Contract negotiations. Nothing in this RFP limits the Housing Authority's rights to require, during the course of its negotiations with a Successful Respondent, the inclusion of additional special conditions in the Contract (including without limitation those arising out of information provided in the Proposal lodged by the Successful Respondent).

10.13 Acceptance of conditions of Proposal
Lodgement of a Proposal indicates the Respondent's acceptance of the Conditions of Proposal.

10.14 Return of information
The Housing Authority may, at any stage during the Evaluation Process, require the Respondent to:

(a) return to the Housing Authority; or

(b) destroy and provide to the Housing Authority, certification of the destruction of, any information supplied by the Housing Authority to the Respondent, in any material form, in connection with this RFP.

10.15 Conflict of interest

(a) If a Respondent identifies a conflict of interest, or likely conflict of interest, the Housing Authority may exclude the Proposal from consideration.

(b) If a Respondent identifies a conflict of interest or a risk of conflict of interest arising after lodgement of the Proposal but prior to the completion of the Evaluation Process for that Proposal, that Respondent must immediately disclose the conflict of interest to the Housing Authority.
A Respondent may be required to resolve the conflict of interest in accordance with the direction of the Housing Authority before its Proposal becomes subject to evaluation under this RFP (where applicable).

10.16 Collusive behaviour
Respondents must ensure that they do not engage in collusive behaviour, anti-competitive conduct or any similar conduct with another Respondent, or any of its officers, employees or agents, in relation to the preparation of Proposals in response to this RFP.

10.17 No Improper Influence
Respondents must not, and must ensure that none of their officers, employees or agents, attempt to improperly influence an employee of the Housing Authority in connection with the consideration and / or evaluation of Proposals or approach any employee of the Housing Authority office concerning Evaluation Process other than the Housing Authority's Administration Manager set out in section 8.2.

10.18 Respondents to inform themselves
Respondents will be deemed to have:

(a) examined this RFP, any documents referred to in it, and any other information made available in writing by the Housing Authority to Respondents for the purpose of participating in the Evaluation Process;

(b) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on their participation in the Evaluation Process and their Proposal; and

(c) satisfied themselves as to the correctness and sufficiency of their Proposal.

11. Confidential information

11.1 Obligation of confidentiality
The Housing Authority undertakes to keep confidential any confidential information provided to the Housing Authority by:

(a) Successful Respondents prior to the award of the Contract; and

(b) unsuccessful Respondents, after the Housing Authority has notified them that their Proposals are not being considered by the Housing Authority further or at all

11.2 Limitation of obligation of confidentiality
The obligation of confidentiality in the section 11.1 does not apply if the confidential information:

(a) is disclosed by the Housing Authority to its advisers or employees solely in order to consider a Proposal;

(b) is authorised or required by law to be disclosed; or

(b) is in the public domain otherwise than due to a breach of section 11.1.

11.3 Disclosure of confidential information
The Housing Authority will treat as confidential any confidential information provided by Respondents prior to the award of a Contract. If a Contract is awarded, the Housing Authority will not keep such information confidential if it was provided by a Successful Respondent unless:

(a) the Successful Respondent requests that specific information should be kept confidential;
(b) the specific information is by its nature confidential; and

(c) the Housing Authority agrees to the request.

In considering a request for confidentiality, the Housing Authority will consider whether disclosure would cause detriment to any other third party and the circumstances under which the information was disclosed.

The Housing Authority will also consider whether confidentiality is supported by the underpinning principles of value for money, accountability and transparency.

11.4 Freedom of Information
Respondents acknowledge that the Freedom of Information Act 1992 (WA) applies to the information provided by Respondents in any Proposals under this RFP.

12. Probity Procedures

(a) Each Respondent must immediately notify the Housing Authority if it becomes aware of any fact, matter or circumstance concerning or arising out of in any way in connection with the Project, a Respondent or a Proposal which might adversely affect, or create the perception of adversely affecting the probity or competitiveness of the Procurement Process.

(b) Should any Respondent (the Aggrieved Respondent) consider that it has been prejudiced in respect of the Procurement Process, the Aggrieved Respondent must provide written notice to the Housing Authority's Administration Manager under section 8.2 within 14 days of becoming aware of the alleged failure.

13. The Housing Authority's investigations

13.1 General

(a) The Housing Authority may conduct independent research and investigations regarding the Respondent and the information contained in a Proposal. The Housing Authority reserves the right to take into account any matters revealed as a result of such research and investigations in evaluating Proposals.

(b) The Housing Authority will be under no obligation to provide Respondents with details of the results of such research and investigations. The Housing Authority reserves the right to defer or cancel the acceptance of a particular Proposal or take such other action as it considers appropriate in light of the information it receives as a result of conducting such research and investigations.

13.2 Right to perform security, probity and financial checks

The Housing Authority reserves the right to perform security or financial (including credit) checks on relation to the Respondent, its partners, associates, or related entities including consortium members and their officers or employees. These checks may require individuals to sign forms verifying information relating to that individual and for authorising the provision of confidential or personal information.

13.3 Provision of reasonable assistance

Respondents must provide, at their own cost, all reasonable assistance required by the Housing Authority in undertaking and conducting the security and financial checks. The Housing Authority reserves the right to request financial statements and other information relevant to determining the financial viability of Respondents, their partners, associates, subcontractors or related entities including consortium members.
14. Consortium Proposal

A Proposal lodged by a consortium will only be considered if:

(a) it will contract with the Housing Authority as one separate legal entity;

(b) the Proposal clearly specifies the details of all members of the consortium; and

(c) a single point of contact for the consortium is specified.

15. Financial terms of Proposal

15.1 No alteration of Proposal

Any Proposal, including but not limited to underlying financial terms, must be fixed for at least 6 months from the date of lodgement with the Housing Authority.

15.2 Costs of preparing Proposal

Participation in any stage of the procurement process outlined in this RFP, or in relation to any matter concerning this RFP, is at the Respondent's sole risk, cost and expense. The Housing Authority will not be responsible in any circumstances for any cost or expense incurred by a Respondent in preparing or lodging a Proposal or in taking part in the Evaluation Process or taking any action related to the Evaluation Process.

15.3 Compliance Costs

Respondents must pay all costs of complying with the terms and conditions of this RFP, whether applying to the Evaluation Process or to the performance of any Contract.

15.4 Taxes and Charges

Respondents must pay all applicable overseas and Australian (Federal, State and Local Government) taxes and charges including any goods and services tax, consumption tax or any other form of indirect tax applicable to the performance of any contract.

15.5 GST Inclusive

Respondents must indicate the proportion of any price or fee that constitutes GST.

16. Interpretation

These Conditions of Proposal are to be interpreted in favour of the Housing Authority in the event of any ambiguity or inconsistency.
Dwellings should be comfortable and safe; and designed to meet the needs of the residents. The following design guidelines and minimum specification are provided as a guide only for the different types of Affordable Housing dwellings.

(a) Design Guidelines

Detached and Group Housing

<table>
<thead>
<tr>
<th>1 Bedroom/ 1 Bathroom</th>
<th>2 Bedroom/ 1 Bathroom</th>
<th>2 Bedroom/ 2 Bathroom</th>
<th>3 Bedroom/ 2 Bathroom</th>
<th>4 Bedroom/ 2 Bathroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Living Area</td>
<td>50 to 60m²</td>
<td>70 to 90m²</td>
<td>90 to 110m²</td>
<td>110 to 130m²</td>
</tr>
<tr>
<td>No of Bathrooms</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>No of WC’s</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Main Bedroom Size</td>
<td>12m²</td>
<td>12m²</td>
<td>12m²</td>
<td>12m²</td>
</tr>
<tr>
<td>Other bedroom(s) Size</td>
<td>10m²</td>
<td>10m²</td>
<td>10m²</td>
<td>10m²</td>
</tr>
<tr>
<td>Ensuite</td>
<td>-</td>
<td>-</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Semi-Ensuite</td>
<td>-</td>
<td>✔</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Single Carport</td>
<td>✔</td>
<td>✔</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Double Carport/ Garage</td>
<td>-</td>
<td>-</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Covered Patio</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

Apartments

<table>
<thead>
<tr>
<th>1 Bedroom/ 1 Bathroom</th>
<th>2 Bedroom/ 1 Bathroom</th>
<th>2 Bedroom/ 2 Bathroom</th>
<th>3 Bedroom/ 2 Bathroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Living Area</td>
<td>50m²</td>
<td>65m²</td>
<td>75m²</td>
</tr>
<tr>
<td>No of Bathrooms</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>No of WC’s</td>
<td>1</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Main Bedroom Size</td>
<td>12m²</td>
<td>12m²</td>
<td>12m²</td>
</tr>
<tr>
<td>Other bedroom(s) Size</td>
<td>10m²</td>
<td>10m²</td>
<td>10m²</td>
</tr>
<tr>
<td>Ensuite</td>
<td>-</td>
<td>-</td>
<td>✔</td>
</tr>
<tr>
<td>Semi-Ensuite</td>
<td>-</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Single Carport</td>
<td>✔</td>
<td>✔</td>
<td>-</td>
</tr>
<tr>
<td>Double Carport/ Garage</td>
<td>-</td>
<td>-</td>
<td>✔</td>
</tr>
<tr>
<td>Covered Patio/ Balcony</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

Seniors (O/ 55’s) and GROH

Detached and Group Housing

<table>
<thead>
<tr>
<th>Seniors (O/ 55’s)</th>
<th>GROH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom/ Bathroom</td>
<td>2 Bedroom/ Bathroom</td>
</tr>
<tr>
<td>Internal Living Area</td>
<td>50m²</td>
</tr>
<tr>
<td>No of Bathrooms</td>
<td>1</td>
</tr>
<tr>
<td>No of WC’s</td>
<td>1</td>
</tr>
<tr>
<td>Main Bedroom Size</td>
<td>12m²</td>
</tr>
<tr>
<td>Other bedroom(s) Size</td>
<td>10m²</td>
</tr>
<tr>
<td>Ensuite</td>
<td>-</td>
</tr>
<tr>
<td>Semi-Ensuite</td>
<td>-</td>
</tr>
<tr>
<td>Single Carport</td>
<td>✔</td>
</tr>
<tr>
<td>Double Carport/ Garage</td>
<td>-</td>
</tr>
<tr>
<td>Covered Patio</td>
<td>✔</td>
</tr>
</tbody>
</table>
Housing Design Elements

Where construction has not commenced, the Submission should incorporate the Housing Authority’s preferred specification and incorporate the following design features:

1. Use of standard materials to minimise cutting and waste;
2. Ensure that the primary facade of the dwelling addresses the street;
3. The development retains a sense of address (group housing and apartment complexes);
4. Utilise a north/ south orientation (wherever possible);
5. Maximise:
   a. the density on site
   b. natural light and ventilation
   c. passive solar design
   d. thermal performance
   e. sound proofing
   f. privacy from neighbouring properties
6. Temperate climate considerations;
7. Comply with current energy efficiency rating requirements;
8. Incorporate crime prevention principles - securing the dwelling within its environment;
9. Consider construction and life cycle costs - including durability, cost effectiveness and appeal;
10. Ensure ready access to common services; and
11. Attractive, low maintenance and water efficient landscaping

Turnkey Specification

The Housing Authority requires that dwellings are ready for occupation at handover of keys. That is, newly constructed dwellings that require no further work by the Housing Authority or its clients.

The installation of all fittings and fixtures must comply with relevant standards, and manufacturer’s specifications and instructions.
Universal Design Standards

Respondents may be requested, where the Housing Authority has identified a need, to review their submissions and designs to incorporate Universal Design Standards.

Submissions for Age Restricted Accommodation (O/55’s) must incorporate Universal Design Standards in their designs.

Listed below are the Universal Design features that are preferred:

- Incorporation of solid walls or reinforced wall framing to allow future installation of grab rails in bathrooms and WCs.
- Hobless/step free shower recess (threshold less than 5mm in height or bevelled edges) with shower screen
- External doors shall be 870mm clear opening
- Internal doorways on the entrance level having a minimum clear opening of 820mm
- Minimum corridor width of 1000mm or wider clear of fixtures.
- A bench area in the kitchen that adjoins the oven and cook top to allow easy placement of hot pots and pans
- Power point within 300mm of the front of the kitchen bench
- Door handles to be lever style
- Tap hardware to be flick mixer style
- Wheelchair accessible path of travel from the roadway to the main entry door
- Zero (or minimal) height threshold with paving to be level with the dwelling floor level to allow for wheelchair accessibility
- Family toilet and bathroom to be wheelchair accessible

(b) Affordable Housing Minimum Specification

To access the Housing Authority’s:

Affordable Housing Minimum Specification  Click Here
## Appendix 2 – Risk Allocation Matrix

This appendix should be read in conjunction with section 6 (Initial Evaluation Criteria) and section 7 of the RFP (Final Evaluation Criteria).

The following table describes the Housing Authority's allocation in relation to each risk identified. Any risk not described is allocated to the Successful Respondent.

<table>
<thead>
<tr>
<th>Risk</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-Construction Risks</strong></td>
<td></td>
</tr>
<tr>
<td>1.1 Site</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>1.2 Services</td>
<td></td>
</tr>
<tr>
<td>• Adequacy of existing services</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>• Required upgrades of services</td>
<td></td>
</tr>
<tr>
<td>1.3 Environment – Contamination</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>1.4 Other Site Conditions</td>
<td></td>
</tr>
<tr>
<td>• This is the risk that unanticipated</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>adverse ground conditions are</td>
<td></td>
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<tr>
<td>discovered which cause construction</td>
<td></td>
</tr>
<tr>
<td>costs to increase and/or</td>
<td></td>
</tr>
<tr>
<td>cause construction delays.</td>
<td></td>
</tr>
<tr>
<td>1.5 Design</td>
<td>Successful Respondent</td>
</tr>
<tr>
<td>1.6 Statutory Approvals (development</td>
<td>Successful</td>
</tr>
<tr>
<td>approval, building permit, etc.)</td>
<td>Respondent</td>
</tr>
<tr>
<td>1.7 Funding/finance</td>
<td>Subject to Final Proposal</td>
</tr>
<tr>
<td><strong>Construction Phase Risks</strong></td>
<td></td>
</tr>
<tr>
<td>2.1 Construction, Practical Completion,</td>
<td>Successful</td>
</tr>
<tr>
<td>Milestones/Schedule and</td>
<td>Respondent</td>
</tr>
<tr>
<td>Commissioning</td>
<td></td>
</tr>
<tr>
<td>2.2 Compliance with Occupational Health</td>
<td>Successful</td>
</tr>
<tr>
<td>and Safety Laws</td>
<td>Respondent</td>
</tr>
<tr>
<td>2.3 Cost overruns</td>
<td>Successful</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
</tr>
<tr>
<td>3.1 Force Majeure Events</td>
<td>Successful</td>
</tr>
<tr>
<td>This is the risk of events, such as</td>
<td>Respondent</td>
</tr>
<tr>
<td>war, terrorism, civil commotion,</td>
<td></td>
</tr>
<tr>
<td>flood, drought and earthquake which</td>
<td></td>
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<tr>
<td>would be typically defined as</td>
<td></td>
</tr>
<tr>
<td>events of force majeure, during the</td>
<td></td>
</tr>
<tr>
<td>construction stage</td>
<td></td>
</tr>
<tr>
<td>3.2 Insolvency</td>
<td>Successful</td>
</tr>
<tr>
<td>This is the risk of the insolvency of</td>
<td>Respondent</td>
</tr>
<tr>
<td>the Successful Respondent, contractors, suppliers, purchasers or insurers</td>
<td></td>
</tr>
<tr>
<td>3.3 Any other risk not addressed in this</td>
<td>Successful</td>
</tr>
<tr>
<td>risk allocation table</td>
<td>Respondent</td>
</tr>
</tbody>
</table>
Initial Proposal Form

Part 1 - Complying Proposal

RESPONDENT'S REPRESENTATIVE
Name: ........................................................................................................................................
Contact Address: ...................................................................................................................
Tel: ............................................................. Mobile: ..........................................................
Fax: ............................................................. Email: ..........................................................
Position: ..................................................................................................................................
If a consortium, the Respondent's representative must be authorised to act for all members.

RESPONDENT'S CORPORATE IDENTIFICATION
Identity of the legal entity or, if a consortium, the legal entities that will enter into a Contract with the Housing Authority
Full Corporate Name (1): ........................................................................................................
(ACN): ........................................................................ (ABN) ..........................................................
Registered Business Name: ...................................................................................................
Telephone number:
Email address:
Contract Role (e.g. builder): ..................................................................................................

Full Corporate Name (2): ........................................................................................................
(ACN): ........................................................................ (ABN) ..........................................................
Registered Business Name: ...................................................................................................
Telephone number:
Email address:
Contract Role: .....................................................................................................................

Full Corporate Name (3): ........................................................................................................
(ACN): ........................................................................ (ABN) ..........................................................
Registered Business Name: ...................................................................................................
Telephone number:
Email address:
Contract Role: .....................................................................................................................
IF RESPONDENT IS A CONSORTIUM, PROVIDE DETAILS OF CONSORTIUM STRUCTURE

Please provide a diagram and explanation
Part 2 Planning Design and Construction

DESIGN AND LAYOUT REQUIREMENTS (ie. indicative sketches, site layout, elevations, etc)
Respondents must prepare and attach to this Initial Proposal Form a maximum of two (2) A3 pages of design and layout sketches for each of the proposed dwellings, providing sufficient detail for the Evaluation Panel to undertake a comparative analysis with other Proposals.

AFFORDABLE HOUSING DESIGN GUIDELINES AND SPECIFICATION REQUIREMENTS
Does the Proposal meet or exceed the Housing Authority’s Design Guidelines and Specifications?

Yes □  No □

If no, please indicate exceptions...............................................................................................................................................................................................
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STATUTORY REQUIREMENTS
Will the Proposal satisfy statutory requirements, including but not limited to local planning schemes?

Yes □  No □

If no, please indicate exceptions...............................................................................................................................................................................................
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HOUSING AUTHORITY PROJECT OBJECTIVES
Respondents must articulate their proposed approach to the planning, design and construction of the Project and demonstrate how such an approach will assist the Housing Authority in achieving the Project Objectives?
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........................................................................................................................................................................................................................................................................
INDICATIVE TIMELINE

What is the estimated build time of the Project?
.................. (months)

Assuming the Procurement Process is completed within the times set out in the Indicative Timetable, can the project be commenced and completed within the dates provided in the Indicative Timetable?

Yes ☐  No ☐

If no, please indicate why and indicate the proposed alternative timeframes for commencement and completion...

............................................................................................................................
............................................................................................................................
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............................................................................................................................
............................................................................................................................
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............................................................................................................................
Part 3 Financial Capacity

FINANCIAL CAPACITY TO DELIVER THE PROJECT

Respondents must provide evidence of its ability to meet Project expenditure which may include:

(a) copies of audited or auditor reviewed Annual Financial Statements of the Respondent (including all consortium members, if applicable)

(b) evidence of availability of equity and internal funding

(c) a written statement outlining how the Respondent will fund the delivery of the Project

(d) details of any corporate and financial guarantees to secure delivery of Project

(e) consent for the Housing Authority or its advisors to talk to the Respondent's auditors, accountants and bankers

   Yes ☐ No ☐

   If Yes, please provide contact details below.
Part 4 Experience and Technical

PREVIOUS EXPERIENCE IN DESIGN AND CONSTRUCTION

<table>
<thead>
<tr>
<th>Project/example</th>
<th>Referee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Number of dwellings:</td>
<td>Name:</td>
</tr>
<tr>
<td>Single or Double Storey (please circle)</td>
<td>Position/Company:</td>
</tr>
<tr>
<td>Location:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Budget:</td>
<td>Email:</td>
</tr>
<tr>
<td>Date Completed:</td>
<td></td>
</tr>
<tr>
<td><strong>2</strong> Number of dwellings:</td>
<td>Name:</td>
</tr>
<tr>
<td>Single or Double Storey (please circle)</td>
<td>Position/Company:</td>
</tr>
<tr>
<td>Location:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Budget:</td>
<td>Email:</td>
</tr>
<tr>
<td>Date Completed:</td>
<td></td>
</tr>
<tr>
<td><strong>3</strong> Number of dwellings:</td>
<td>Name:</td>
</tr>
<tr>
<td>Single or Double Storey (please circle)</td>
<td>Position/Company:</td>
</tr>
<tr>
<td>Location:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Budget:</td>
<td>Email:</td>
</tr>
<tr>
<td>Date Completed:</td>
<td></td>
</tr>
<tr>
<td><strong>4</strong> Public Sector Experience – briefly detail all previous experience working with the Public Sector, particularly your understanding of government processes.</td>
<td></td>
</tr>
</tbody>
</table>

KEY PERSONNEL ON THE PROJECT

Provide the following details:

- **Knowledge of and experience in the industry** – as it applies to the required Project

- **Staff resources** – a brief curriculum vitae of proposed staff members assigned for the work, including qualifications, experience and skills
Schedule of proposed sub-contractors/ consortium members – identify proposed sub-contractors/ consortium members outlining scope and extent of services to be provided

STRATEGIC, INNOVATION AND TECHNOLOGIES

Respondents must provide details of any strategic initiatives that they believe will enhance their ability to deliver the Project in such a manner that will assist the Housing Authority achieve the Project Objectives.

Provide a brief description of leading technologies, innovative solutions and best practices that you may implement in delivering the Project.
Part 5 Commercial

STATEMENT OF CAPABILITY AND CAPACITY
Respondents must attach a statement not exceeding 2 pages in length outlining:
1) an indicative budget for the total cost of the project (using the Indicative Land Value);
2) a cost per dwelling;
3) an estimated market valuation per dwelling

RISK MATRIX
Does the Respondent accept the Housing Authority's preferred risk allocation as set out in the Risk Allocation Matrix?
Yes ☐ No ☐
If no, please indicate and justify and proposed departures?

FINANCIAL STRUCTURE PROPOSED TO UNDERTAKE THE PROJECT
Respondents must provide details of the financial structure proposed to undertake the Project.
The Housing Authority is prepared to consider a range of financial structures including paying for construction and retaining all dwellings, partnering with Respondents (which may include transferring ownership of some completed dwellings to the Respondent), or deferred payment options.
Design and Build Contract: ☐
Joint Venture *: ☐
Other *: ☐
* Provide further details:

…………………………………………………………………………………………………………………………….
INSURANCES

The Respondent will effect and maintain the following insurances:

i. Contractors Risk Insurance (not less than the Contract Price) until Practical Completion;

ii. Public & Products Liability Insurance (minimum of $10,000,000) until Practical Completion;

iii. Workers Compensation & Employer’s Liability (as required by Law) until Practical Completion;

iv. Professional Indemnity Insurance ($5,000,000) until 7 years from Practical Completion; and

v. Specify any other insurance expected of a prudent Respondent undertaking a project similar to the Project:


NB: All contract sums should include the costs of obtaining Home Indemnity insurance.
Part 6 – Acknowledgements, undertakings and warranties

DEED POLL dated        day of 20 .

BY [ ] (Respondent)

IN FAVOUR OF THE HOUSING AUTHORITY

1. ACKNOWLEDGEMENTS, UNDERTAKINGS AND WARRANTIES

This Initial Proposal has been prepared and lodged in accordance with the requirements of the RFP. The Respondent confirms that the Initial Proposal is correct and complete and includes all of the deliverables required by the RFP and any other information requested by the Housing Authority.

In addition to the above, the Respondent:

(a) confirms that it has read, understood and accepts the material contained in this RFP including but not limited to the Conditions of Proposal and the disclaimer at the beginning of this RFP;

(b) without limiting the above, acknowledges the Housing Authority's rights pursuant to section 10 of the RFP;

(c) without limiting the above, acknowledges and agrees that the RFP is not an offer on the part of the Housing Authority nor does it create any obligation on the part of the Housing Authority to enter into a commercial, contractual or other relationship with any Respondent or Shortlisted Respondent;

(d) confirms that it has prepared its Initial Proposal and otherwise conducted itself in accordance with the terms of the RFP;

(e) confirms that it will continue to conduct itself during the Procurement Process in accordance with the terms of the RFP;

(f) confirms (and repeats) the acknowledgements and warranties provided by the Respondent pursuant to the terms of the RFP;

(g) warrants that it has made its own enquiries about the Project and has carried out all relevant investigations and examined and satisfied itself concerning all information provided in the RFP or made available in connection with the RFP and does not rely on any such information;

(h) without limiting the above, confirms that it has not engaged in any anti-competitive conduct or collusive behaviour in the preparation and lodgement of this Initial Proposal; and

(i) warrants that it is:

      (i) not an entity:

            (A) who is bankrupt or in the process of being wound up;

            (B) whose affairs are being administered by the court;

            (C) who has entered into an arrangement with creditors; who has suspended business activities; or
(D) who is in any analogous situation arising from a similar procedure under national laws and regulations;

(ii) not the subject of proceedings for:

(A) declaration of bankruptcy;
(B) an order for compulsory winding up or administration by a court;
(C) an arrangement with creditors; or
(D) any other similar proceedings under national laws or regulations;

(iii) not guilty of a serious misrepresentation in supplying or failing to supply the information required.

2. RELEASE

The Respondent [and if the Respondent is a consortium, jointly and severally] insofar as is permitted by law, releases the Housing Authority from and against any claims which may now or in the future have against the Housing Authority arising out of on in connection with:

(a) any information contained in the RFP or made available in connection with the RFP

(b) the short listing of Respondents or an other matter in connection with the Procurement Process;

(c) the costs and expenses of the Respondent in preparing and lodging a Initial Proposal and participating in the Procurement Process.

3. ADDENDA

The Respondent acknowledges receipt of the following Addenda, the terms of which are incorporated in the Initial Proposal:

Number_______ Dated_______
Number_______ Dated_______
Number_______ Dated_______

4. DEFINITIONS

Any word, expression, reference to term used in this Initial Proposal Form that is defined in the RFP will have the same meaning as in the Request for Proposal unless the context otherwise required.

(The Respondent must execute here; see notes regarding form of execution).

Note:

If the Respondent is a corporation, the Respondent must execute in accordance with section 127 of the Corporations Act 2001 (Cth). If the Respondent is a consortium, each member of the consortium must either sign or execute in accordance with section 127 of the Corporations Act 2001 (Cth).

Failure to strictly comply with the requirements set out in Note 1 may render the Initial Proposal invalid.
SIGNED for and on behalf of
[insert Respondent's name]
by authority of its Directors in accordance
with Section 127 of the Corporations Act 2001 (Cth):

__________________________________________  ______________________________________
Signature of Director/Secretary          Signature of Director

__________________________________________  ______________________________________
Name (please print)               Name (please print)

OR

THE COMMON SEAL of [insert Respondent's name] was affixed
by authority of its Directors in accordance
with Section 127 of the Corporations Act 2001 (Cth):

__________________________________________  ______________________________________
Signature of Director/Secretary          Signature of Director

__________________________________________  ______________________________________
Name (please print)               Name (please print)
Final Proposal Form

Checklist

The Housing Authority reserves the right not to consider any Final Proposal on receipt if the Final Proposal has not been prepared and lodged in accordance with the Conditions of Proposal.

Please check your Final Proposal includes the following documentation in the following order:

- Completed and duly executed Final Proposal Form
- Returnable Schedule 1 – Planning, Design and Construction
- Returnable Schedule 2 - Commercial
Shortlisted Respondents - Please complete and return this part

Part 1 - Complying Proposal

Shortlisted Respondent's Representative

Name: ............................................................................................................................
Contact Address: ...........................................................................................................
Tel: ......................................................................................................................... Mobile: ........................................................
Fax: ....................................................................................................................... Email: ........................................................
Position: ....................................................................................................................

If a consortium, the Shortlisted Respondent's representative must be authorised to act for all members.

Shortlisted Respondent's Corporate Identification

Identity of the legal entity or, if a consortium, the legal entities that will enter into a Contract with the Housing Authority

Full Corporate Name (1): ..............................................................................................
(ACN): ................................................................. (ABN) ..........................................................
Registered Business Name: ..........................................................................................
Telephone number:
Email address:
Contract Role (e.g. builder): ..........................................................................................

Full Corporate Name (2): ..............................................................................................
(ACN): ................................................................. (ABN) ..........................................................
Registered Business Name: ..........................................................................................
Telephone number:
Email address:
Contract Role: .........................................................................................................

Full Corporate Name (3): ..............................................................................................
(ACN): ................................................................. (ABN) ..........................................................
Registered Business Name: ..........................................................................................
Telephone number:
Email address:
Contract Role: .........................................................................................................
IF SHORTLISTED RESPONDENT IS A CONSORTIUM, PROVIDE DETAILS OF CONSORTIUM STRUCTURE

Please provide a diagram illustrating relationship between part in the consortium. Please provide copies of any shareholder, joint venture or consortium agreements as applicable.

Please detail any material changes from the Initial Proposal, if applicable:

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Part 2  Planning, Design and Construction

Return Returnable Schedule 1
Designs and Drawings
Respondents must ensure that for each dwelling type presented, the following information is included as a minimum:

i. Site layout
ii. Floor plan and elevation at a scale of 1:100;
iii. All internal room, veranda & carport/garage dimensions;
iv. External wall dimensions corner to corner;
v. Floor area of the dwelling – taken as the inside of all external walls excluding eaves, porches, veranda’s, carports and garages; and
vi. Functional furniture layout.

Compliance with Housing Authority Design Guidelines and Specification
Does the Proposal meet or exceed the Housing Authority’s Design Guidelines and Specifications?
Yes ☐ No ☐
If no, please indicate exceptions.................................................................................................................................
...........................................................................................................................................................................

Building Permit and other statutory approvals
Respondents should outline any innovative approaches to the planning and delivery of the Works (built form) and in doing so must demonstrate to the Housing Authority's satisfaction that all proposed dwelling/building designs are capable of obtaining all relevant statutory approvals, including planning approval (where applicable) and a building permit.

The Respondent must satisfy the Housing Authority that all relevant statutory approvals and all other necessary licences or permits will be forthcoming on terms and conditions which are acceptable to the Housing Authority.

Indicative Timeline
Confirm the estimate build time of the Project?

.................. (months)

Assuming the Procurement Process is completed within the times set out in the Indicative Timetable, can the project be commenced and completed within the dates provided in the Indicative Timetable?

Yes ☐ No ☐
If no, please indicate why and indicate the proposed alternative timeframes for commencement and completion..........................................................................................................................................................................
..........................................................................................................................................................................

..........................................................................................................................................................................

SHORTLISTED RESPONDENTS - PLEASE COMPLETE AND RETURN THIS PART

Returnable Schedule 1 –Planning, Design and Construction
Part 3 Experience and Technical
Part 4 Commercial

Return Returnable Schedule 2
Returnable Schedule 2 – Commercial

Marketability

Respondents to provide evidence of the marketability of the completed dwellings including:

i. the market acceptance of such product in the same and similar locations;

ii. market valuations for the completed dwellings; and

iii. details of risk management strategies to minimise any risk that the completed dwellings will not be sold at or above market value;

Conflict of Interest

Provide details of any interests, relationships or clients which may or do give rise to a conflict of interest and the area of expertise in which that conflict or potential conflict does or may arise, and details of any strategy for preventing conflicts of interest.

Legal and Commercial Structure

Respondents must include details of their preferred transaction type, including where appropriate specific details on any innovative funding models and/ or equity partnering.

Where appropriate Respondents must also include a trade breakdown and estimated monthly cash flow schedule.
Part 5 – Acknowledgements, undertakings and warranties

DEED POLL dated day of 20.

BY [ ]

(Shortlisted Respondent)

IN FAVOUR OF THE HOUSING AUTHORITY

1. ACKNOWLEDGEMENTS, UNDERTAKINGS AND WARRANTIES

This Final Proposal has been prepared and lodged in accordance with the requirements of the RFP.

The Shortlisted Respondent confirms that the Final Proposal is correct and complete and includes all of the deliverables required by the RFP and any other information requested by the Housing Authority.

In addition to the above, the Shortlisted Respondent:

(a) confirms that it has read, understood and accepts the material contained in this RFP including but not limited to the Conditions of Proposal and the disclaimer at the beginning of this RFP;

(b) without limiting the above, acknowledges the Housing Authority's rights pursuant to section 10 of the RFP;

(c) without limiting the above, acknowledges and agrees that the RFP is not an offer on the part of the Housing Authority nor does it create any obligation on the part of the Housing Authority to enter into a commercial, contractual or other relationship with any Respondent or Shortlisted Respondent;

(d) confirms that it has prepared its Final Proposal and otherwise conducted itself in accordance with the terms of the RFP;

(e) confirms that it will continue to conduct itself during the Procurement Process in accordance with the terms of the RFP;

(f) confirms (and repeats) the acknowledgements and warranties provided by the Shortlisted Respondent pursuant to the terms of the RFP;

(g) warrants that it has made its own enquiries about the Project and has carried out all relevant investigations and examined and satisfied itself concerning all information provided in the RFP or made available in connection with the RFP and does not rely on any such information;

(h) without limiting the above, confirms that it has not engaged in any anti-competitive conduct or collusive behaviour in the preparation and lodgement of this Final Proposal; and

(i) warrants that it is:

(i) not an entity:

(A) who is bankrupt or in the process of being wound up;

(B) whose affairs are being administered by the court;

(C) who has entered into an arrangement with creditors; who has suspended business activities; or
(D) who is in any analogous situation arising from a similar procedure under national laws and regulations;

(ii) not the subject of proceedings for:

(A) declaration of bankruptcy;

(B) an order for compulsory winding up or administration by a court;

(C) an arrangement with creditors; or

(D) any other similar proceedings under national laws or regulations;

(iii) not guilty of a serious misrepresentation in supplying or failing to supply the information required.

2. RELEASE

The Shortlisted Respondent [and if the Shortlisted Respondent is a consortium, jointly and severally] insofar as is permitted by law, releases the Housing Authority from and against any claims which may now or in the future have against the Housing Authority arising out of or in connection with:

(a) any information contained in the RFP or made available in connection with the RFP

(b) the short listing of Respondents or an other matter in connection with the Procurement Process;

(c) the costs and expenses of the Shortlisted Respondent in preparing and lodging a Final Proposal and participating in the Procurement Process.

3. ADDENDA

The Shortlisted Respondent acknowledges receipt of the following Addenda, the terms of which are incorporated in the Final Proposal:

Number________ Dated________

Number________ Dated________

Number________ Dated________

4. DEFINITIONS

Any word, expression, reference to term used in this Final Proposal Form that is defined in the RFP will have the same meaning as in the Request for Proposal unless the context otherwise required.

(The Shortlisted Respondent must execute here; see notes regarding form of execution).

Note:

If the Respondent is a corporation, the Respondent/Manager must execute in accordance with section 127 of the Corporations Act 2001 (Cth). If the Respondent is a consortium, each member of the consortium must either sign or execute in accordance with section 127 of the Corporations Act 2001 (Cth).

Failure to strictly comply with the requirements set out in Note 1 may render the Initial Proposal invalid.
SIGNED for and on behalf of
[insert Respondent name]
by authority of its Directors in accordance
with Section 127 of the Corporations Act 2001 (Cth):

______________________________   ______________________________
Signature of Director/Secretary    Signature of Director

______________________________   ______________________________
Name (please print)               Name (please print)

OR

THE COMMON SEAL of [insert
Respondent name] was affixed
by authority of its Directors in accordance
with Section 127 of the Corporations Act 2001 (Cth):

______________________________   ______________________________
Signature of Director/Secretary    Signature of Director

______________________________   ______________________________
Name (please print)               Name (please print)