

Terms and conditions – Expressions of interest for mural project

By lodging a submission, you agree to the following EOI conditions:

1. Definitions

In this expression of interest:

- 1.1. “**Expression of interest**” or “**EOI**” means this document and any attachments.
- 1.2. “**Proponent**” means you or another entity that lodges a submission.
- 1.3. “**Submission**” means a submission made in accordance with this EOI.
- 1.4. “**You**” means the person, partnership or any other body (whether corporate or otherwise) who lodges a submission in accordance with this EOI.

2. Two stage process and rights reserved

2.1. This EOI is part of a 2-stage procurement process. It is anticipated that during:

- 2.1.1. stage 1 this EOI is issued to the market; then
- 2.1.2. stage 2 a request for proposal (RFP) is issued to a shortlist of proponents (decided by Council) from stage 1

2.2. Despite 2.1, Council reserves the right to:

- 2.2.1. issue the stage 2 RFP to all proponents from stage 1 or issue the RFP publicly;
- 2.2.2. utilise a process during stage 2 which is not an RFP; or
- 2.2.3. negotiate directly with one or more proponents from stage 1 without issuing a RFP.

3. Prior to the submission deadline

3.1. Clarification prior to submission deadline

If you wish to seek clarification regarding this EOI, you must do so:

- 3.1.1. prior to the submission deadline; and
- 3.1.2. only by email to the Council contact officer.

3.2. Variation to the EOI

Council may vary or amend this EOI at any time before or after the submission deadline.

4. Your submission

Your submission must comply with the requirements of this EOI.

5. Evaluation of submissions

5.1. Communication in relation this EOI process

Any communications from you about this EOI must be by email to the Council contact officer.



5.2. Clarification of EOIs

You must provide any additional information as and when requested by Council to clarify your submission.

5.3. Enquiries of referees and others

Council may make enquiries of any person, company or organisation, without advising you, to:

- 5.3.1. verify any information provided in your submission; or
- 5.3.2. to ascertain the suitability of you or your submission.

5.4. Shortlisting, negotiation, evaluation and selection

- 5.4.1. At any time during the evaluation process (and on one or more occasions), Council may:
 - 5.4.1.1. shortlist one or more proponents and in so doing exclude the remaining proponents from further consideration; and/or
 - 5.4.1.2. negotiate with one proponent, all proponents or a shortlist of proponents.
- 5.4.2. Council may evaluate submissions on any criteria that Council considers appropriate, including but not limited those criteria listed in this EOI.
- 5.4.3. Should Council select a submission(s), Council will select the submission(s) which Council considers to be most advantageous for Council.

6. General conditions

6.1. Costs to be borne by you

You must bear all of the costs you incur by participating in this EOI, irrespective of whether:

- 6.1.1. your submission is successful, unsuccessful or excluded as non-conforming; or
- 6.1.2. the EOI process (or any subsequent process) is suspended, terminated or abandoned.

6.2. Non-conforming submission/proponent

A submission or proponent which does not comply with the requirements of this EOI may be classified by Council as 'non-conforming' and may be excluded by Council from further consideration.

6.3. Collusion

You must not collude with any other proponent or prospective proponent (during the preparation or evaluation of your submission).

6.4. Your conduct

You must not:

- 6.4.1. offer any bribe, gratuity, bonus, discount of any sort of enticement to any Councillor or employee of Council; or
- 6.4.2. discuss the EOI, your submission or Council's evaluation with any Councillor or employee of Council (with the exception of the Council contact officer and any officer(s) nominated by the Council contact officer).

6.5. **No obligation to enter into a contract**

By issuing this EOI, Council is under no obligation (whether equitable or legal) to proceed either in whole or in part with the procurement to which the EOI relates. Council is not committed contractually or in any way to any person who may receive the EOI or lodge a submission.

6.6. **Media liaison**

You must not communicate with the media about any aspect of this EOI.

6.7. **Council discretion**

Any decision, choice, election or finding made by Council during this EOI process, will be made by Council in its sole and absolute discretion.

6.8. **Suspension or termination of EOI**

Council may vary, suspend, terminate or abandon this EOI process (and any subsequent RFP/other process) at any time, before or after the submission deadline.