

# LEGISLATIVE COUNCIL

## Question On Notice

Thursday, 1 December 2022

### 1173. Hon Martin Aldridge to the Minister for Finance

1. I refer to the McGowan Labor Government's promise to redevelop or build new hospitals in Geraldton, Tom Price and Meekatharra and the WA Health Department review recommending upgrades to the Margaret River hospital and I ask, what is the status; budgeted amount; total expected cost; and expected completion date of the following projects:
    - a. the Geraldton Health Campus redevelopment;
    - b. the replacement Tom Price Hospital;
    - c. the new Meekatharra Health Service; and
    - d. the redevelopment of the Margaret River Hospital?
  2. has a tender process opened for any of the projects identified in (1) and if so:
    - a. on what date did the tender open;
    - b. what date will the tender close; and
    - c. please table the relevant tender documents?
  3. if a tender is yet to open for any of the projects identified in (1), what is the expected time-frame for the tender process?
  4. when will the State Government deliver on their promise to provide these new or upgraded health facilities in regional WA?
  5. please table the State Government's review into the Margaret River Hospital?
- 

### Answer

1. (a)-(d) The McGowan Government is progressing its commitment to deliver the Geraldton Health Campus Redevelopment with an expression of interest (EOI) for the project seeking managing contractors having closed on 20 January 2023. Three responses were received. The budget for the project is \$122.7 million and the expected total cost and completion date will be determined following completion of the procurement process.

The Tom Price Hospital Replacement, with a budget of \$32.85 million, and the Meekatharra Health Service, with a budget of \$48.987 million, are both currently in the project definition planning (PDP) phase. The expected total cost and completion date will be determined following the development of the PDP.

While there are no current plans to redevelop Margaret River Hospital, the maintenance of health infrastructure remains a State Government priority.

2. (a)-(b) Yes, in relation to the Geraldton Health Campus redevelopment an EOI seeking managing contractors was advertised on TendersWA on 30 November 2022 and closed on 20 January 2023.

(c) Refer to Tabled Paper No [        ].

- 3-4. The timeframes to tender each of the other two projects will be determined once the project definition plan has been completed.
5. No formal review has been undertaken.

---

**MINISTER FOR FINANCE; COMMERCE;  
WOMEN'S INTERESTS**



Government of **Western Australia**  
Department of **Finance**



Government of **Western Australia**  
Department of **Health**

# GERALDTON HEALTH CAMPUS REDEVELOPMENT PROJECT

Design and Construction of the Geraldton Health  
Campus Redevelopment: Managing Contractor  
Works

PROJECT NO: 14527

## Invitation for Expressions of Interest

Issued by: Major Projects, Department of Finance

Closing Time: 2.30 pm (AWST) on 20 January 2023

---

**THIS PAGE HAS BEEN LEFT INTENTIONALLY  
BLANK**



# Contents

<b>1.</b>	<b>Introduction .....</b>	<b>5</b>
1.1	The Opportunity .....	5
1.2	Purpose of this Invitation .....	5
1.3	Procurement Model .....	6
1.4	State Parties .....	6
<b>2.</b>	<b>Project Information: Planning and Design Requirements .....</b>	<b>6</b>
2.1	Overview of WA Health, DoH and WACHS .....	6
2.2	WACHS Mission and Vision .....	7
2.3	Project Objectives .....	7
2.4	Target Outcomes .....	8
<b>3.</b>	<b>Project Scope .....</b>	<b>9</b>
3.1	Scope .....	9
3.2	Interface Management .....	10
3.3	Site Information .....	10
3.4	Approvals .....	11
3.5	Services and Utilities .....	11
3.6	Project Budget .....	11
3.7	Policies and Processes .....	12
<b>4.</b>	<b>Commercial Framework .....</b>	<b>12</b>
4.1	Contract model .....	12
4.2	MC Contract overview .....	12
4.3	Commercial principles .....	13
<b>5.</b>	<b>Procurement Process .....</b>	<b>15</b>
5.1	Procurement Phases .....	15
5.2	State Advisors .....	16
5.3	Timetable .....	16
<b>6.</b>	<b>Evaluation of EOIs .....</b>	<b>17</b>
6.1	Evaluation Approach .....	17
6.2	Evaluation Criteria .....	17
<b>7.</b>	<b>Procedural Matters .....</b>	<b>21</b>
7.1	Enquiries .....	21
7.2	Industry Briefing Session .....	21
7.3	Lodgement Details .....	21
7.4	Multiple Volumes .....	23
7.5	Probity Advisor .....	23
7.6	EOI Document Access .....	23

<b>Schedule 1 – Glossary .....</b>	<b>24</b>
<b>Schedule 2 – Proposed Site Plan .....</b>	<b>29</b>
<b>Schedule 3 – State Policies, Guidelines and Additional Information.....</b>	<b>30</b>
<b>Attachment 1 – Terms and Conditions .....</b>	<b>36</b>
<b>Attachment 2 – EOI Form.....</b>	<b>55</b>

## 1. Introduction

---

### 1.1 The Opportunity

The Geraldton Health Campus (**GHC**) is the Regional Resource Centre for the Midwest region and provides healthcare to the City of Geraldton, Gascoyne, Murchison and Midwest districts, and regional visitors.

The GHC is currently at capacity in terms of its existing built infrastructure and requires significant redevelopment to meet the current and projected demand for health services.

In early 2017 the Western Australia Labor Party committed to undertake a major staged redevelopment of the GHC. The commitment included an upgrade to the Geraldton Hospital Emergency Service, an Acute Mental Health Facility, Mental Health Observation Area and subacute beds.

The Geraldton Health Campus Redevelopment Project works (**MC Works**) to be delivered by the Contractor include the following:

- A redeveloped and expanded Emergency Department;
- A new Integrated Mental Health Service;
- A redeveloped and expanded Intensive Care Unit/High Dependency Unit;
- A new Site Main Entry Boulevard; and
- Essential engineering service upgrades including the replacement of the chillers.

The GHC's existing hospital operations and provision of health services will need to continue and be maintained at all times during delivery of the MC Works. The construction methodology and schedule for delivery of the MC Works will need to be developed accordingly to manage the relevant interface issues, and minimise the impact of the MC Works on the GHC's services.

Forward works previously completed by the State as part of the GHCR Project include:

- A new car park and new entrance road; and
- A new temporary ambulance entrance and canopy.

This Invitation seeks Expressions of Interest for the appointment of a Contractor to undertake the design and construction of the MC Works, with construction to commence in mid-2023, targeting practical completion of the MC Works by mid-2026.

### 1.2 Purpose of this Invitation

The purpose of this Invitation is to:

- (a) Invite prospective Respondents to lodge an EOI;
- (b) Provide details and information concerning the MC Works to prospective Respondents; and
- (c) Set out the:

- (i) Information to be included in the EOIs;
- (ii) Evaluation Criteria against which the EOIs will be evaluated; and
- (iii) Terms and Conditions for the Procurement Process (see Attachment 1).

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

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

### **1.3 Procurement Model**

The State has approved the delivery of the MC Works under a managing contractor procurement model.

### **1.4 State Parties**

The Procurement Process is being undertaken and administered by the Department of Finance's Major Projects (**MP**) in consultation with the Department of Health (**DoH**) and the WA Country Health Service (**WACHS**) on behalf of the State.

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

## **2. Project Information: Planning and Design Requirements**

---

The design and construction of the MC Works must take into consideration the GHCR Project objectives and target outcomes of the DoH and WACHS strategic development and operational model.

### **2.1 Overview of WA Health, DoH and WACHS**

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

WACHS is a health service provider within DoH, which has a network of public hospitals, health services and nursing posts located across rural and remote Western Australia. Across Western Australia, WACHS has:

- Six large regional health campuses located at country regional centres; and
- 15 district health campuses that act as hubs for sub-regional health district services.

These health campuses support:

- 46 small hospitals;
- 43 health centres and nursing posts;
- 24 community-based mental health services;
- Four dedicated inpatient mental health services;
- 178 facilities where population health teams are based; and
- Residential aged care facilities.



Services provided include:

- Emergency and hospital services
- Population, public and primary healthcare
- Aboriginal health services
- Mental health services
- Drug and alcohol services
- Child, community and school healthcare
- Telehealth services
- Residential and community aged care services

## 2.2 WACHS Mission and Vision

WACHS seeks to deliver and advance high quality care for country communities and to be a global leader in rural and remote healthcare.

WACHS' strategic priorities are:

1. **Caring for patients:** providing safe, patient-centred care ensuring the needs of its patients are at the core of everything it does.
2. **Addressing disadvantage and inequity:** delivery focused and accessible service for those who need it most.
3. **Building healthy, thriving communities:** supporting country people to be as healthy as they can be and continuing to pay a part in the economic and social viability of country communities.
4. **Enabling staff:** supporting staff to deliver great care, empowering them to learn, grow, innovate and lead.
5. **Collaborating with partners:** partnering to deliver more integrated services that improve patient outcomes and experience, giving consumers more choice and control.
6. **Leading innovation and technology:** continuing to embrace innovation and technology to create a more connected and equitable health system.
7. **Delivering value and sustainability:** ensuring that the services provided are sustainable and that there is transparency about its performance

## 2.3 Project Objectives

The overarching vision for the Geraldton Health Campus Redevelopment, in line with the approved Business Case, is to provide safe and efficient health care to the residents of Geraldton and the Midwest region in line with contemporary models of care and as required from a Regional Health Campus. It is acknowledged that the demand on services and the scope of work to redevelop the entire Geraldton Health Campus is significant and will require a staged approach. The GHCR Project will enable Geraldton Health Campus to safely manage health demand for emergency/critical care and mental health services by providing

the following:

- A combination of level 4 and 5 emergency/critical care and mental health services onsite as per the role delineation in the WA Health Clinical Services Framework 2014 – 2024;
- Delivery of services in alignment with the Western Australian, Mental Health Alcohol and Other Drug Services Plan 2015 – 2025;
- Expansion of certain departments in response to updated role delineation in the WA Health Clinical Services Framework 2014 – 2024;
- Consumer centred health care services provided in a contemporary facility that enhances consumer recovery, safety and health outcomes;
- Co-located Midwest Mental Health and Community Alcohol and Drug Service;
- Delivery of socially and culturally appropriate care;
- Improved access to services;
- Information and Communication Technology advancements for better care; in particular Emergency Telehealth Services and Videoconferencing, Education and Communication; and
- Essential engineering upgrades including the replacement of the chillers, to ensure continuation and safe provision of healthcare services.

## **2.4 Target Outcomes**

Target outcomes for the project are as follows:

- Improved functionality and operational capacity of the Emergency Department, allowing for improved access, patient flow and increased security. It will also allow for greater flexibility to manage surges in demand.
- Promote and protect the health of the people of the Midwest Region through excellence in clinical leadership, health care, education and research;
- Provide patient focused health care services;
- Provide greater access to visiting specialists;
- Provide contemporary functional models of care;
- Maximise staff, patient and visitor safety;
- Utilise e-health and telehealth technologies to enhance patient health outcomes;
- Support the implementation of the State's health reform objectives as articulated in the WA Health Clinical Services Framework and the WACHS Clinical Services Plan;
- Improved models of care through fit-for purpose facilities at current hospital design standards and guidelines;
- Upgrade infrastructure to reduce occupational health and safety risks and support best practice models of care;
- Enhance a culturally appropriate design and environment that enhances patient safety and outcomes;
- Utilise evidence-based design, innovations and technology that will influence and support future models of care;
- Enhance clear and effective functional adjacencies that improve patient outcomes;

- Improved safety and efficiency of electrical, mechanical, hydraulic and fire services across the hospital;
- Deliver a facility that will be safe, economical and efficient to maintain over its operational life and promote an effective healing environment;
- To deliver on the initiatives as outlined in the Business Case;
- Delivery of the project within the approved time, cost and scope parameters;
- Optimise value for money for the State by delivering sustainable care within available resources;
- To maximize local content in the procurement initiatives; and
- To facilitate training and industry development within regional WA.

### **3. Project Scope**

---

#### **3.1 Scope**

The Contractor will undertake a design review and construction of the GHCR Project. The Contractor's responsibilities will be documented in detail in the draft MC Contract that will be issued as part of the Request for Proposal documentation. The scope of the MC Works includes the following:

- A redeveloped and expanded Emergency Department;
- A new Integrated Mental Health Service;
- A redeveloped and expanded Intensive Care Unit/High Dependency Unit;
- A new Site Main Entry Boulevard; and
- Essential engineering service upgrades including the replacement of chillers.

The State is preparing the Project Brief which will document in detail the scope of work and include the functional brief, architectural and engineering briefs, developed drawings and specifications.

A summary of the Contractor's main responsibilities is contained in Table 1 below. The Contractor's responsibilities will be documented in detail in the MC Contract including meeting the minimum requirements of the Project Brief, which will specify the State's detailed performance requirements for the MC Works.

Scope of the MC Works
<ul style="list-style-type: none"> <li>• Design and construction of the MC Works, including: <ul style="list-style-type: none"> <li>○ New Emergency Department Acute Treatment Area;</li> <li>○ New Emergency Department Fast Track Area;</li> <li>○ New Emergency Department Short Stay Unit;</li> <li>○ New Behavioural Assessment Rooms;</li> <li>○ New Intensive Care/ High Dependency Unit;</li> <li>○ New Adult Mental Health Inpatient Unit (Secure and Open);</li> <li>○ New Mental Health Short Stay Unit;</li> <li>○ New Mental Health Community Treatment Team Area;</li> <li>○ New Mental Health Staff Areas;</li> <li>○ New Site Main Entry Boulevard; and</li> <li>○ Associated Site Services Upgrades and Civil Works.</li> </ul> </li> <li>• Early works during Stage 1: <ul style="list-style-type: none"> <li>○ Site hoarding in accordance with Sheet A01.0.103;</li> <li>○ Tunnel access to the existing emergency department;</li> <li>○ Site works and relocation of the palliative care (transportable) building;</li> <li>○ Site works for Rodanthe Room and order/build new transportable for this room;</li> <li>○ New generator compound and fuel tanker setdown area;</li> </ul> </li> <li>• Interface and integration management of the State's Works;</li> <li>• Delivery of the Percent for Art Works; and</li> <li>• Design, selection, procurement and/or installation of FF&amp;E</li> </ul>

**Table 1: Scope of MC Works**

## 3.2 Interface Management

The Contractor will be required to manage interfaces between the MC Works and the State's Works.

## 3.3 Site Information

### 3.3.1 Overview of the Site

The Site is on the Geraldton Health Campus site located within the City of Greater Geraldton, and bounded by Onslow Street to the east, Shenton Street to the north, Milford Street to the west and the Geraldton TAFE Campus and Geraldton Universities Centre to the south. A Site Plan is provided at Schedule 2. The Contractor's access to areas outside the Site for the conduct of MC Works will be subject to agreement with the State on a case by case basis.

The campus comprises a number of buildings and other facilities generally situated within the northern half of the site. These include the main hospital building and community health buildings in the northwest portion of the site, a cancer centre in the southwest, and staff accommodation and other ancillary buildings in the east. There are also various hardstand/car

parking areas, mainly to the east and south of the hospital.

### **3.3.2 Current land tenure**

Current land tenure details for the Site are as follows:

- (a) Lot 500 on Plan 61792 contained in Certificate of Title LR3155/760; and
- (b) Crown Reserve 23010.

### **3.3.3 Native Title and Aboriginal Heritage**

The site (and wider Geraldton and surrounding area) is subject to the Yamatji Nation native title determination and the Yamatji Nation Indigenous Land Use Agreement (ILUA).

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

The Contractor will be responsible to achieve compliance with any obligations relating to native title and Aboriginal heritage that are relevant to the MC Works in accordance with the MC Contract.

### **3.3.4 Physical characteristics of the Site**

The following investigations have been undertaken and the associated reports are available in accordance with Schedule 3.

- (a) site investigation report;
- (b) preliminary geotechnical investigation;
- (c) asbestos report and register; and
- (d) site survey.

## **3.4 Approvals**

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

The Contractor will be required to obtain local authority approvals including any Building Permits.

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

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

## **3.5 Services and Utilities**

The State has undertaken surveys of existing services and this information is contained in the reports available in accordance with Schedule 3.

## **3.6 Project Budget**

The Western Australian State Government approved a capital funding allocation of \$122.7 million to the Department of Health for the GHCR Project. This comprises \$73.3 million

approved in 2018 and an additional investment of \$49.4 million approved in the 2022/23 State Budget. The approved budget provides for delivery for the full scope of the MC works described in section 3.1. Full details of the budget allocation for the MC Works component of the overall GHCR scope will be provided in the RFP.

### **3.7 Policies and Processes**

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

## **4. Commercial Framework**

---

### **4.1 Contract model**

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

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

### **4.2 MC Contract overview**

#### **4.2.1 Stage One**

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

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

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

At the conclusion of Stage One, the Contractor will be required to make an offer to complete the design and undertake the construction and commissioning of the MC Works for a Guaranteed Construction Sum (**GCS**).

The tendered subcontract prices will form the basis of (but not the entirety of) the GCS. The Contractor will be required to submit a "Stage Two Offer" comprising the GCS, together with an updated programme, project plans and design documentation.

The State may accept or reject the Stage Two Offer at its discretion.

#### 4.2.2 Stage Two

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

At the end of Stage Two, the Contractor will undertake the commissioning, transition and handover of the MC Works.

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

#### 4.3 Commercial principles

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

MC CONTRACT	
Issue	Principle
Design	<p>Design will be undertaken by the Contractor (typically through the engagement of design consultants).</p> <p>Design Work will proceed through a structured process, to be fully documented in the MC Contract involving the detailed design phase. The detailed design phase will involve design presentations to stakeholders and design review by the State. The Contractor's management of the design process (including stakeholder management, design development, innovation and options analyses) is a critical issue for the MC Works. The Contractor will need to present design options and information in a way which will be easily understood by project stakeholders who do not have a design or construction background.</p> <p>Risk in respect of the developed design will be assumed by the Contractor upon commencement and retained by the Contractor throughout both Stage One and Stage Two. In particular, the Contractor will be required to warrant that the MC Works are fit for their intended purposes. Any design review by the State will be for the State's benefit and will not affect design obligations owed by the Contractor.</p>
Construction	The Contractor will be required to do all things necessary for the construction, commissioning, completion, transition and handover of the MC Works.

Price and Payment	<p>The Contractor will receive the following heads of payment on a monthly basis during Stage One:</p> <ul style="list-style-type: none"> <li>• A management fee (at rates pre-agreed through the procurement process).</li> <li>• A design fee (at rates pre-agreed through the procurement process).</li> </ul> <p>It is anticipated that early works will be undertaken by the Contractor during Stage One. To the extent works are undertaken during Stage One, the Contractor will be entitled to additional payment for such works on the terms to be set out in the MC Contract.</p> <p>The Contractor will be paid the following amounts during Stage Two:</p> <ul style="list-style-type: none"> <li>• A design fee (at rates pre-agreed through the procurement process);</li> <li>• Preliminaries (at rates pre-agreed through the procurement process);</li> <li>• Stage Two margin (calculated using percentages agreed through the procurement process); and</li> <li>• Actual costs incurred for the works, up to the agreed capped GCS.</li> </ul> <p>The State's obligation to reimburse the Contractor's actual costs will exclude certain matters, including costs incurred by the Contractor for defect rectification and arising from any breach of contract or negligence by the Contractor or any Subcontractor.</p> <p>If the Contractor's aggregate actual costs are less than the GCS, the Contractor will be also be paid a share of savings, under a prescribed formula that will be fully detailed in the RFP.</p>
Stage Two Offer	<p>The Contractor will submit the "Stage Two Offer", including the GCS for the construction of the MC Works, at the conclusion of Stage One.</p> <p>The State reserves the right to accept or reject the "Stage Two Offer" in its discretion.</p>
Management	<p>The Contractor will be required to develop or update a cost plan, a programme, and project management plans for the MC Works.</p> <p>The Contractor must ensure that the total contract value for the MC Works remains within the project budget without diminishing the quality and scope required.</p>
Early Works	<p>The Contractor may undertake early works as agreed with the State to ensure the State's timeframes for the MC Works are met.</p>
Performance Securities	<p>The Contractor will be required to provide Performance Securities for Stage One and Stage Two.</p>



Time	There will be a fixed date for practical completion. Liquidated damages will apply should practical completion not be achieved by the contractual date.
Fit for purpose	The Contractor will be required to design and construct the MC Works so that the works are fit for the purposes described in the Contract, including the Project Brief.
Commissioning, Completion and post commissioning optimisation	The Contractor must develop and undertake extensive testing and commissioning of the MC Works, including post commissioning optimisation.
Defects	There will be a defects liability period, including routine and preventative maintenance on building services plant and equipment, for the MC Works of 24 months from date of practical completion.

Table 2: Summary of Commercial Principles

## 5. Procurement Process

### 5.1 Procurement Phases

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

#### 5.1.1 EOI Phase

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

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

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

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

#### 5.1.2 RFP Phase

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

- The RFP instructions and Evaluation Criteria;
- The Project Brief, which includes the functional brief, architectural and engineering briefs (including technical specifications and drawings), for the MC Works; and
- The proposed MC Contract.

The RFP Phase may involve an interactive tender process between the State and each Shortlisted Respondent. The State will actively and meaningfully engage with Shortlisted Respondents during this process to maximise the Shortlisted Respondents' understanding of the requirements of the MC Works.

### 5.1.3 Negotiations

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

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

## 5.2 State Advisors

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

Discipline	Advisor
Legal Advisor	State Solicitor's Office
Probity Advisor	Stantons International
Architectural Advisor	TBA
Engineering Advisor	TBA
Cost Planning and Cost Management Advisor	TBA
Programming Advisor	Successful Projects
Risk Advisor	Riskwest
Financial Viability Assessor	TBA
BIM Advisory Services	TBA

**Table 3: State Advisors**

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

## 5.3 Timetable

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

Event	Target Date
<b>EOI Phase</b>	
Release of EOI	November 2022
Closing date for submission of EOIs	January 2022
Shortlisting of Respondents to proceed to RFP Phase	February 2023

<b>RFP Phase</b>	
Release of RFP	March 2023
Interactive Tender Process	March/April 2023
Closing date for Proposals	April 2023
<b>Stage One - MC Contract Documentation &amp; Design</b>	
Execute MC Contract (Contractual Close)	August 2023
Commence Stage One	September 2023
<b>Stage Two - Construction of MC Works</b>	
Stage Two Offer (including GCS) approved	November 2023
GHCR Practical Completion	Mid 2026
GHCR opening	Mid 2026

Table 4: Indicative MC Works timetable

## 6. Evaluation of EOIs

### 6.1 Evaluation Approach

In evaluating EOIs, the State will:

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

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

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

### 6.2 Evaluation Criteria

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

- (a) **Weighted Evaluation Criteria:** Criteria 1 to 4 have been assigned a weighting (expressed in percentage terms in Table 5 below) which will be used to establish the relative importance of each criterion in the qualitative assessment of the EOI; and

- (b) **Non-Weighted Evaluation Criterion:** Criterion 5 has not been assigned a weighting and will not be taken into account in the weighted evaluation process. Nevertheless, the Non-Weighted Evaluation Criteria are important evaluation considerations and will be taken into account as part of the EOI evaluation process and in the State's decision as to whether or not to shortlist a Respondent.

The highest scoring EOI for the Weighted Evaluation Criteria may not necessarily be the highest ranked EOI after taking into consideration the Non Weighted Evaluation Criteria and following the evaluation approach in Section 6.1.

The response information to be included in the EOI is set out in Attachment 2. The State requires Respondents to carefully consider and respond to each criterion when formulating their EOI responses.

Evaluation Criteria		
Weighted Evaluation Criteria		
1	<p><b>GHCR understanding and approach</b></p> <p>The degree to which the Respondent can demonstrate:</p> <ul style="list-style-type: none"> <li>An understanding of the GHCR Project;</li> <li>An understanding of the Managing Contractor procurement approach;</li> <li>An understanding of the critical issues that may typically be encountered for a project such as this;</li> <li>A clear understanding of the unique requirements of a health facility project and how these are addressed in the design;</li> <li>An understanding of the need to manage the necessary design interface requirements of the State as well as the construction interface expected where Percent for Art Works will be undertaken on the Site;</li> <li>Its approach to evidence-based design practice with a commitment to continuous research;</li> <li>Its approach to harnessing its direct experience of previous, relevant projects; and</li> <li>An understanding of challenges associated with delivering projects of this nature in an operational facility with close neighbouring facilities.</li> </ul> <p><b>Response to include:</b></p> <ul style="list-style-type: none"> <li>Details of the 5 most significant issues for the MC Works (throughout both Stage One and Stage Two of the MC Contract), the reasons why these issues are significant and details of the Respondent's approach/solution to deal with these issues; and</li> <li>Details of 5 examples of innovation in design and construction on other projects of relevance to the GHCR.</li> </ul>	15%
2	<p><b>Organisational Structure, Experience and Resourcing Strategy</b></p> <p>The degree to which the Respondent demonstrates that it has an organisational structure and resourcing strategy suitable to successfully deliver each MC Works Stage. This includes a consideration of the:</p> <ul style="list-style-type: none"> <li>Suitability, appropriateness and adequacy of the Respondent's proposed organisational structure during each MC Works Stage;</li> <li>Relevant and recent experience of the Respondent and Respondent Members in delivering MC contracts and/or health facilities (or other relevant projects) individually and together with other Respondent Members; and</li> </ul>	20%

	<ul style="list-style-type: none"> <li>Ability of the Respondent to successfully resource and deliver the MC Works in accordance with the proposed timetable, based on the Respondent's track record and its proposed approach for delivering the MC Works.</li> </ul> <p><b>Response to include:</b></p> <ul style="list-style-type: none"> <li>The Respondent's proposed organisational structure for: <ul style="list-style-type: none"> <li>Stage One; and</li> <li>Stage Two,</li> </ul> accompanied by commentary that explains why these structures are suitable and appropriate for the MC Works.</li> <li>Summary for each Respondent Member that identifies its relevant and recent experience of delivering MC contracts and/or hospitals or other relevant projects, both individually and together with other Respondent Members.</li> <li>Summary of up to 5 recent projects delivered by the Respondent and/or Respondent Members that identifies the relevance and success of the example projects described and demonstrates their ability to: <ul style="list-style-type: none"> <li>deliver projects on time; and</li> <li>successfully resource and deliver the MC Works in accordance with the proposed timetable,</li> </ul> </li> </ul>	
3	<p><b>Design capability and expertise</b></p> <p>The degree to which the Respondent can demonstrate that it has the skills, track record and capability necessary to manage and deliver the design elements of the MC Works in accordance with the design quality principles of the State's Better Places and Spaces Policy, the managing contractor procurement model and the State's ambition for a high quality design outcome, including the Respondent's ability to:</p> <ul style="list-style-type: none"> <li>Demonstrate expertise in achieving design excellence in hospital or complex health facility projects of similar scale to the MC Works;</li> <li>Demonstrate understanding of the design requirements of a hospital of the scale and complexity required and how the appreciation and understanding of health specific design requirements will be managed and delivered;</li> <li>Demonstrate a clear understanding of integrating existing buildings with new facilities;</li> <li>Develop and manage a large multi-disciplinary design team from design review through to building documentation and construction of a hospital or complex health infrastructure project; and</li> <li>Engage appropriately skilled expertise, including specialist input, over the duration of project delivery, in a cohesive, well-integrated way that maximises value to the MC Works.</li> </ul> <p><b>Response to include:</b></p> <ul style="list-style-type: none"> <li>Evidence of hospital or similar health infrastructure design experience and expertise. The response should include imagery and a brief description of comparable past projects outlining their relevance to the MC Works;</li> <li>Capabilities and experience of the design team including detailed examples which demonstrate its capability to deliver responsiveness to health specific requirements and functionality, complex site context, build quality, engineering efficiency, sustainability, innovation and creativity. The role of key nominated team members to successful past projects should be outlined in the response;</li> <li>Details of key design personnel including: their proposed role in the design team; their relevant qualifications; the aspects of the project to which they will contribute; and their level of commitment to the MC Works during each stage of delivery;</li> <li>At least 3 examples of multi-disciplinary design team management on a hospital or</li> </ul>	30%

	<p>similarly complex (and preferably health infrastructure) project, all within the last 5 years;</p> <ul style="list-style-type: none"> <li>▪ Details of 5 examples of design options analysis on recent hospital or similarly complex (and preferably health facility) projects. Include comments on the approach to the design options analysis such as the interrogation of the brief and contextual analysis; the level of engagement with the client; and the positive outcomes and benefits achieved from selected options; and</li> <li>▪ Details of references from 3 project owners as to design management capabilities, including contact details for the referee.</li> </ul>	
<b>4</b>	<p><b>Construction capability and experience</b></p> <p>The degree to which the Respondent can demonstrate that it has the skills, track record and capability necessary to construct and commission hospital or health facilities of a similar size, nature and complexity to the MC Works, including the Respondent's ability to:</p> <ul style="list-style-type: none"> <li>▪ Mobilise for and manage a complex major project through design, construction, commissioning, transition and handover to operational commencement;</li> <li>▪ Demonstrate the experience and capability of the construction team in working in a MC contracting environment;</li> <li>▪ Address the ongoing operations of the facility and manage integration of existing buildings with the new building;</li> <li>▪ Harness direct experience of previous similar projects to the MC Works;</li> <li>▪ Demonstrate its interface management skills in complex project delivery; and</li> <li>▪ Demonstrate effective internal project management systems; and</li> <li>▪ Demonstrate its understanding of the application of fully integrated and interoperable Building Information Modelling (BIM) and its capability to implement BIM to drive high quality design outcomes, improved user functionality, greater construction and efficiency through integration in design, stakeholder collaboration, construction planning and execution and facilities management.</li> </ul> <p><b>Response to include:</b></p> <ul style="list-style-type: none"> <li>▪ Capabilities and experience of construction team personnel;</li> <li>▪ Details of construction, project and quality management approaches for public buildings of this nature;</li> <li>▪ Examples of no more than 5 relevant projects, including details of: <ul style="list-style-type: none"> <li>– the nature of the project and the construction role undertaken by the Respondent;</li> <li>– the originally agreed contract sum and date for completion;</li> <li>– the end contract sum and date of completion (and reasons for any variance);</li> <li>– any construction challenges which arose and how they were overcome; and</li> <li>– mobilisation and management of construction workforce in established precincts with close neighbouring facilities;</li> </ul> </li> <li>▪ References from the project owner and contact details for the referee;</li> <li>▪ Respondent's current capability in the application of BIM in design, stakeholder collaboration, construction and facilities management, including current tools, internal resources, policies and protocols, training etc;</li> <li>▪ Respondent's proposed approach to using BIM for the MC Works; and</li> <li>▪ A detailed description of one or a small number of relevant examples where the Respondent played a lead role in the application of BIM to a major capital project including references from the project owner and contact details for the referee.</li> </ul>	35%
<b>Non-Weighted Evaluation Criteria</b>		
<b>5</b>	<p><b>Respondent's Financial capacity</b></p> <p>The degree to which the Lead Respondent Member can demonstrate that it has the financial</p>	

	<p>strength, capacity and experience necessary to deliver the design and construction of a large, complex hospital project within the timeframe specified.</p> <p><b>Response to Include:</b></p> <p>For the Lead Respondent Member</p> <ul style="list-style-type: none"> <li>▪ Profile of each Director and executive including qualifications, experience and position;</li> <li>▪ A brief history of the entity including the year when operations commenced and any major and relevant changes in corporate structure such as acquisitions, disposals etc;</li> <li>▪ A brief summary of the corporate family tree, outlining the immediate and ultimate parent, subsidiaries and other related entities; and</li> <li>▪ Financial statements (Profit and Loss, balance sheet, cash flow and notes) for the three most recent full financial periods.</li> </ul>
--	---

**Table 5: Evaluation Criteria**

## 7. Procedural Matters

### 7.1 Enquiries

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

State's Representative: Lina Di Virgilio

Title: Project Director

Major Projects

Department of Finance

Email address: [lina.divirgilio@finance.wa.gov.au](mailto:lina.divirgilio@finance.wa.gov.au)

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

### 7.2 Industry Briefing Session

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

Time: 3:00PM

Date: 8 December 2022

Venue: To be advised at registration.

While attendance at the industry briefing session is optional, potential Respondents must register their intention to attend by contacting the State's Representative via email to confirm attendance by close of business on 5 December 2022

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

### 7.3 Lodgement Details

- (a) EOIs must be submitted electronically by uploading at: [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) in PDF format. EOIs must be submitted by no later than 2.30pm WST on 20

January 2023, or any extended time and date notified in writing by the Department of Finance.

- (b) The EOI can only be submitted to [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) if the combined size of the EOI files is equal to or less than 100 megabytes. The Lead Member Respondent must be registered in [Tenders WA](#) prior to submitting an EOI electronically. For further assistance in using Tenders WA, please contact the Procurement Systems support line:

Email: [procurementsystems@finance.wa.gov.au](mailto:procurementsystems@finance.wa.gov.au)

- (c) Respondents agree that:
- (i) receipt of the EOI will be determined by the date and time shown on the electronic tender lodgement service receipt issued or, if no receipt is issued, the date and time which the State's computer records that the EOI was received;
  - (ii) if the electronic copy of the EOI contains a virus then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the State all costs incurred by the State arising from, or in connection with, the virus;
  - (iii) lodgement of electronic files may take time and the Respondent must make its own assessment of the time required for full transmission of its EOI;
  - (iv) the State will not be responsible in any way for any loss, damage or corruption of the electronic copy of the EOI;
  - (v) if the electronic copy of the EOI becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the State may request the Respondent to provide another copy of the EOI either electronically or in hard copy or both; and
  - (vi) if the State requests the provision of another copy of the EOI, then the Respondent must provide:
    - (A) the copy in the form or forms requested within the period specified by the State;
    - (B) provide a statutory declaration that the copy is a true copy of the EOI that was electronically submitted by the Respondent and that no changes to the EOI have been made after the initial attempted electronic submission; and
    - (C) provide a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.
- (d) Subject to this EOI Invitation, Department of Finance may (in its absolute discretion) reject any EOI or aspects of any EOI delivered other than in accordance with this Section 7.3.



- (e) All EOIs will be kept unopened until the Closing Date.
- (f) Late EOIs will not be accepted, except where it is clear that Department of Finance has contributed to the lateness.

## 7.4 Multiple Volumes

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

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

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

**Table 6: Document Naming Conventions**

## 7.5 Probity Advisor

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

Probity Adviser: Kevin Donnelly  
 Organisation: Stantons International  
 Email address: [kdonnelly@stantons.com.au](mailto:kdonnelly@stantons.com.au)

## 7.6 EOI Document Access

Copies of the documents listed in Section C of Schedule 3 will be available for downloading by Respondents through TendersWA. In the event of any download issues Respondents may send a request by email to [lina.divirgilio@finance.wa.gov.au](mailto:lina.divirgilio@finance.wa.gov.au) to arrange access.

## Schedule 1 – Glossary

In this Invitation, unless the context otherwise requires:

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

**Associate** means, any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of:

- (a) the State, including any other Government Party; or
- (b) a Respondent Member, including any financier and any Related Body Corporate of a Respondent Member.

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

**Closing Time** means:

- (a) in the case of an EOI, the date and time set out in Section 7.3; or
- (b) in the case of the Proposal, the date and time set out in the RFP.

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

**Contractor** means the party which enters into the MC Contract with the State, which the State intends will be the Preferred Respondent.

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

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

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

of the Lead Respondent Member or each Respondent Member.

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

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

- (a) the Invitation and the RFP;

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

**Evaluation Criteria** means:

- (a) in respect of this Invitation, the criteria used to evaluate the EOI set out in Sections 6.1 and 6.2; and
- (b) in respect of the RFP, the evaluation criteria specified in the RFP.

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

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

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

**FF&E** means furniture, fixtures and equipment.

**Geraldton Health Campus Redevelopment Project, GHCR Project or GHCR** comprises the:

- (a) MC Works; and
- (b) State's Works.

**GHC** means Geraldton Health Campus, as defined in Section 1.1.

**Government Party** means any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.

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

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

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

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

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

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

**MC Works** means the works the Contractor will be required to design and construct under the MC Contract, including the works described in Sections 1.1 and 3.1.

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

**Non-Weighted Evaluation Criteria** means the Evaluation Criteria described in Section 6.2(b).

**Percent for Art Works** means the selection, purchase and installation of public art work as part of the MC Works in accordance with the State Government's *Percent for Art Scheme*.

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

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

**Project Brief** means the project brief that will be issued as part of the Project Documents and which will describe the requirements and specifications of the MC Works.

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

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

**Recipient** means:

- (a) the Lead Respondent Member;
- (b) each other Respondent Member; and
- (c) any other person to whom a Respondent Member discloses the Disclosed Information.

**Recipient Obligations** has the meaning given to it in clause 11.1(a) of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

**RFP Phase** means the phase of the Procurement Process from the release of the RFP to Shortlisted Respondents to Contract Close.

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

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

**Stage One** means the stage in the delivery of the MC Contract described in Section 4.2.1 of this Invitation.

**Stage Two** means the stage in delivery of the MC Contract described in Section 4.2.2 of this Invitation.

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

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

**State's Representative** means the person specified in Section 7.1.

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

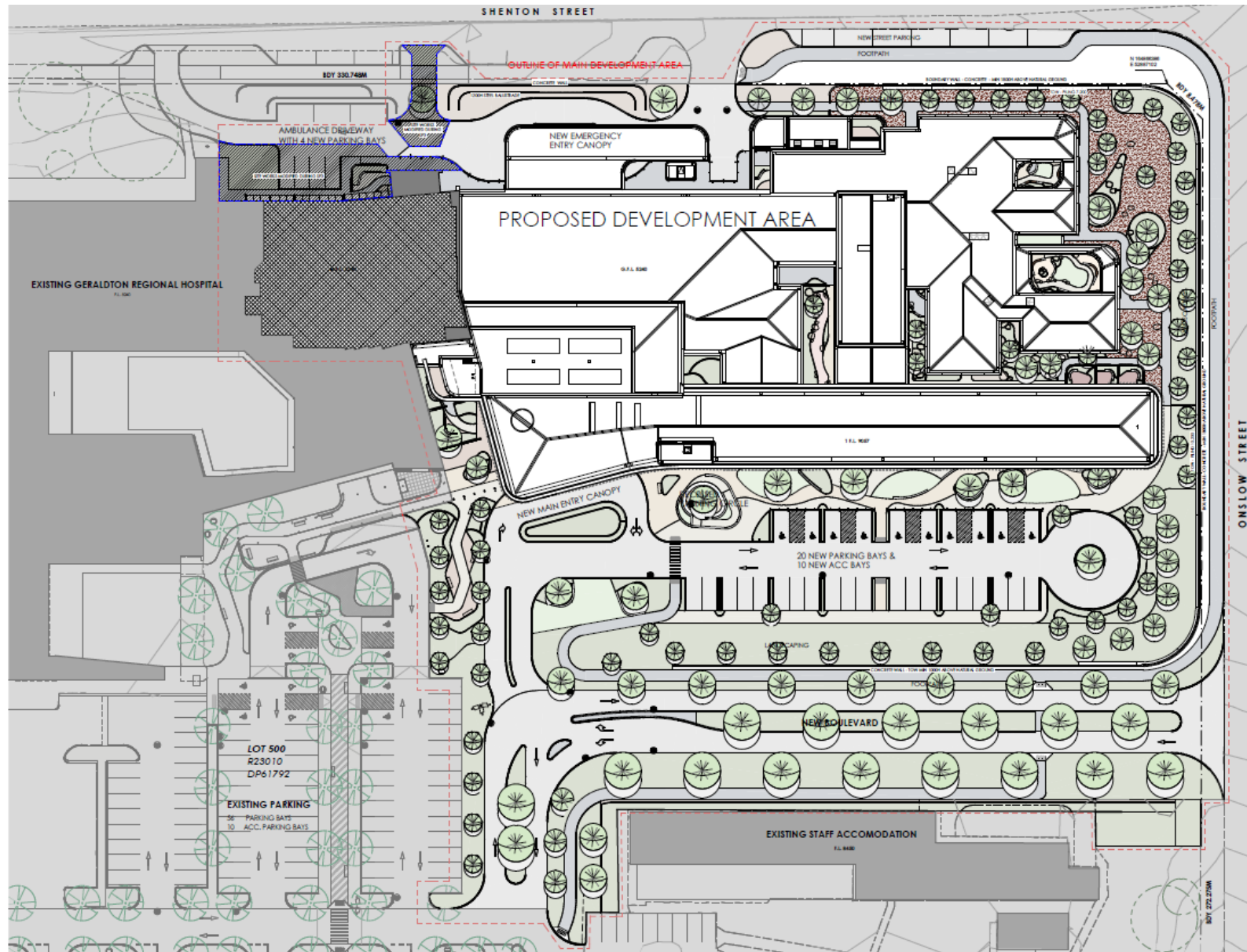
**Terms and Conditions** means the terms and conditions of the Procurement Process as set out in Attachment 1 and as further defined in clause 3.1 of Attachment 1.

**WA** means Western Australia.

**Weighted Evaluation Criteria** means the Evaluation Criteria described in Section 6.2(a).

**WST** means Western Standard Time.

## Schedule 2 – Proposed Site Plan





## Schedule 3 – State Policies, Guidelines and Additional Information

### A. Policies & Guidelines

---

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

1. Social Procurement Policies:  
<https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework>
  - (a) Buy Local Policy  
<https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022#w-buy-local-policy-2022>.
  - (b) Priority Start Policy  
<https://www.dtwd.wa.gov.au/prioritystart>
  - (c) Aboriginal Procurement Policy  
<https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy>
  - (d) Western Australian Industry Participation Strategy (WAIPS) under the *Western Australian Jobs Act 2017* (WA)  
<https://industrylink.wa.gov.au/about/western-australian-industry-participation-strategy>
2. Percent for Art Scheme  
<https://www.wa.gov.au/organisation/departments/department-of-finance/percent-art-scheme>
3. Supplier Debarment Regime  
<https://www.wa.gov.au/government/publications/debarment-regime-guide-suppliers>

### B. Additional Information – General

---

The following additional information may assist Respondents' understanding of the GHC and GHCR and is available on the internet or upon request:

- (a) The Geraldton Health Campus website  
<https://www.wacountry.health.wa.gov.au/Our-services/Midwest/Midwest-health-services/Geraldton-Health-Campus>



## C. Additional Information

The following information will be available on TendersWA. Please refer to Section 7.6 for the access arrangements.

### (a) Drawings:

The drawings are issued for information purposes only, drawing sets comprise the following sheets:

Architectural	Electrical	Hydraulic	Mechanical	Civil	Structural	Landscape
A01.0.001	E00-0-000	H00-0-001	M01.0.001	C00-0-201	S00-0-000	L00
A01.0.002	E00-0-001	H01-0-001	M01.0.002	C01-E-210	S00-0-001	L01
A01.0.100	E00-0-001	H01-0-002	M03.0.110	C01-E-220	S00-0-002	L02
A01.0.101	E01-E-001	H01-0-004	M03.0.111	C01-E-240	S00-0-003	L03
A01.0.102	E01-E-002	H01-0-006	M03.0.112	C01-E-241	S00-0-105	L04
A01.0.103	E01-E-003	H01-0-007	M03.0.220	C01-E-250	S03-1-200	L05
A01.0.104	E01-E-004	H01-0-008	M03.0.221	C01-E-251	S03-1-201	L06
A01.0.105	E01-E-005	H01-0-009	M03.0.222	C01-E-253	S03-1-202	L07
A01.0.106	E01-E-006	H01-0-010	M03.0.310	C01-E-255	S03-1-203	L08
A01.0.107	E01-E-007	H02-0-011	M03.0.311	C01-E-260	S03-1-204	IR00
A01.0.108	E01-E-008	H02-0-012	M03.0.312	C01-E-261	S03-1-210	IR01
A01.0.111	E01-E-009	H02-0-013	M03.0.313	C01-E-265	S03-1-211	IR02
A01.0.201	E02-0-001	H03-0-101	M03.0.314	C01-E-266	S03-1-212	IR03
A01.0.202	E02-0-002	H03-0-102	M03.0.315	C01-E-280	S03-1-213	
A01.0.311	E02-0-003	H03-0-103	M03.0.410	C07-E-225	S03-1-214	
A01.0.312	E02-0-004	H03-0-201	M03.0.411	C07-E-226	S03-1-215	
A02.0.001	E02-0-005	H03-0-202	M03.0.412	C08-E-252	S03-1-216	
A02.0.100	E02-0-006	H03-0-203	M03.1.110	C08-E-290	S03-1-217	
A02.0.101	E02-0-007	H03-0-401	M03.1.111	C08-E-291	S03-2-260	
A02.0.102	E02-0-008	H03-0-501	M03.1.112		S03-G-100	
A02.0.103	E02-0-009	H03-0-502	M03.1.113		S03-G-101	
A02.0.200	E02-0-010	H03-1-101	M03.1.220		S03-G-102	
A02.0.300	E02-0-011	H03-1-102	M03.1.221		S03-G-103	
A03.0.001	E03-0-001	H03-1-103	M03.1.222		S03-G-104	
A03.0.002	E03-0-002	H03-1-202	M03.1.223		S03-G-105	
A03.0.003	E03-0-003	H03-1-203	M03.1.310		S03-G-106	
A03.0.004	E03-0-004	H03-2-101	M03.1.313		S03-G-107	
A03.0.010	E03-0-005	H03-2-102	M03.1.510		S03-G-108	
A03.0.100	E03-0-006	H03-2-301	M03.1.511		S03-G-109	
A03.0.101	E03-0-007	H03-2-302	M03.1.512		S03-G-110	
A03.0.110	E03-0-008	H03-2-303	M03.1.520		S03-R-300	
A03.0.111	E03-0-009	H03-2-304	M03.1.521		S03-R-301	
A03.0.112	E03-0-010	H03-2-305	M03.1.522		S03-R-302	
A03.0.113	E03-0-011	H03-2-306	M03.1.523		S03-R-303	
A03.0.114	E03-0-012	H03-2-307	M03.1.524		S03-R-310	
A03.0.115	E03-0-013	H08-0-001	M03.1.525		S03-R-311	
A03.0.201	E03-0-014	H08-0-002	M03.1.526		S06-0-411	
A03.0.202	E03-0-015	H08-0-003	M03.1.527		S06-0-412	
A03.0.203	E03-0-016	H08-0-101	M03.2.313		S06-0-413	
A03.0.204	E03-0-017	H08-0-102	M04.0.110		S06-0-414	
A03.0.205	E03-0-018	H08-0-103	M04.0.111		S07-0-400	
A03.0.206	E03-0-019		M07.0.001		S07-0-401	
A03.0.207	E03-0-020		M07.0.002		S07-0-402	
A03.0.208	E03-0-021		M07.0.003		S07-0-403	
A03.0.209	E03-0-022		M07.0.004		S07-0-404	
A03.0.210	E03-0-023		M07.0.005		S07-0-405	
A03.0.211	E03-0-024		M08.0.001		S07-0-406	
A03.0.301	E03-0-025		M08.0.002		S07-0-407	
A03.0.302	E03-0-026		M08.0.003		S07-0-408	
A03.0.303	E03-0-027		M08.0.004		S07-0-409	

Architectural	Electrical	Hydraulic	Mechanical	Civil	Structural	Landscape
A03.0.304	E03-0-028		M09.0.001		S07-0-410	
A03.0.305	E03-0-029		M09.0.002		S07-R-320	
A03.0.306	E03-0-030		M09.0.003		S08-0-120	
A03.0.307	E03-0-031		M09.0.004		S08-0-121	
A03.0.308	E03-0-032		M09.0.005		S08-0-122	
A03.0.309	E03-0-033		M09.0.006		S08-0-125	
A03.0.310	E03-0-034		M09.0.007		S08-0-126	
A03.0.311	E03-0-035		M09.0.008		S08-0-127	
A03.0.500	E03-0-036		M09.0.009		S08-0-128	
A03.0.501	E03-0-037		M09.0.010		S08-0-130	
A03.0.502	E03-0-038		M09.0.011		S08-0-131	
A03.0.600	E03-0-039		M09.0.012		S08-0-132	
A03.1.100	E03-0-040		M09.0.013		S08-0-250	
A03.1.110	E03-0-041		M09.0.014		S08-0-500	
A03.1.201	E03-0-042		M09.0.015		S08-0-501	
A03.1.202	E03-0-043		M09.0.016		S08-0-502	
A03.1.203	E03-0-044		M09.0.017		S08-0-503	
A03.1.204	E03-0-045		M09.0.018		S08-0-504	
A03.1.205	E03-0-046		M09.0.019			
A03.1.206	E03-0-047		M09.0.020			
A03.1.207	E03-0-048					
A03.1.301	E03-0-049					
A03.1.302	E03-0-050					
A03.1.303	E03-0-051					
A03.1.304	E03-0-052					
A03.1.305	E03-0-053					
A03.1.500	E03-0-054					
A03.1.501	E03-0-055					
A03.2.100	E03-0-056					
A04.0.001	E03-0-057					
A04.0.101	E03-0-058					
A04.0.102	E03-1-001					
A04.1.101	E03-1-002					
A05.0.001	E03-1-003					
A05.0.002	E03-1-004					
A05.0.003	E03-1-005					
A05.0.100	E03-1-006					
A05.0.101	E03-1-007					
A05.0.201	E03-1-008					
A05.0.202	E03-1-009					
A05.0.203	E03-1-010					
A05.0.204	E03-1-011					
A05.0.205	E03-1-012					
A05.0.206	E03-1-013					
A05.0.207	E03-1-014					
A05.0.208	E03-1-015					
A05.0.209	E03-1-016					
A05.0.210	E03-1-017					
A05.0.211	E03-1-018					
A05.0.400	E03-1-019					
A05.1.100	E03-1-020					
A05.1.201	E03-1-021					
A05.1.202	E03-1-022					
A05.1.203	E03-1-023					
A05.1.204	E03-1-024					
A05.1.205	E03-1-025					
A06.0.000	E03-1-026					
A06.0.001	E03-2-001					
A06.0.010	E04-0-001					
A06.0.011	E08-0-002					

Architectural	Electrical	Hydraulic	Mechanical	Civil	Structural	Landscape
A06.0.012	E08-0-003					
A06.0.101	E08-0-004					
A06.0.102	E08-0-005					
A06.0.103	E08-0-006					
A06.0.104	E08-0-007					
A06.0.110	E08-0-008					
A06.0.111	E08-0-009					
A07.0.001	E08-0-010					
A07.0.002	E08-0-011					
A07.0.003	E08-0-012					
A07.0.004	E08-0-013					
A08.0.001	E08-0-014					
A08.0.002	E40-0-001					
A08.0.003	E40-0-002					
A08.0.111	E40-0-003					
A08.0.112	E40-0-004					
A08.0.113	E40-0-005					
A08.0.114	E40-0-006					
A08.0.116	E40-0-007					
A08.0.117	E40-0-008					
A08.0.118	E40-0-009					
A08.0.201	E40-0-010					
A08.0.202	E40-0-011					
A08.0.203	E40-0-012					
A08.0.204	E40-0-013					
A08.0.205						
A08.0.206						
A08.0.207						
A08.0.300						
A08.0.311						
A08.0.312						
A08.0.313						
A08.0.321						
A08.0.322						
A08.0.323						
A08.0.324						
A08.0.325						
A08.0.326						
A08.0.327						
A08.0.328						
A08.0.329						
A08.0.341						
A08.0.342						
A08.0.343						
A08.0.351						
A08.0.352						
A08.0.353						
A08.0.501						
A08.0.502						
A08.0.503						
A08.0.504						
A08.0.505						
A08.0.506						
A08.0.511						
A08.0.512						
A09.0.001						
A09.0.003						
A09.0.004						
A09.0.005						
A09.0.007						

Architectural	Electrical	Hydraulic	Mechanical	Civil	Structural	Landscape
A09.0.008						
A09.0.015						
A09.0.020						
A09.0.021						
A09.0.022						
A09.0.023						
A09.0.025						
A09.0.026						
A09.0.027						
A09.0.028						
A09.0.029						
A09.0.030						
A09.0.031						
A11.0.000 to A11.0.043						
A11.0.100 to A11.0.145						
A11.0.200 to A11.0.232						
A11.0.300 to A11.0.334						
A11.0.360 to A11.0.367						
A11.0.400 to A11.0.460						
A11.0.470						
A11.0.480 to A11.0.497						
A11.0.500 to A11.0.512						
A11.0.515 to A11.0.540						
A11.0.550 to A11.0.566						
A11.0.701 to A11.0.710						
A11.1.600 to A11.1.635						
A11.1.637						
A11.1.650 to A11.1.655						
A12.0.001 to A12.0.035						
A12.0.100 to A12.0.107						
A13.0.001						
A13.0.002						
A13.0.003						
A14.0.001						
A14.0.002						
A14.0.003						
A14.0.004						
A14.0.100						
A14.0.101						
A14.0.102						
A14.0.103						
A14.0.110						
A15.0.001						
A15.0.002						
A15.0.003						
A15.0.004						

Architectural	Electrical	Hydraulic	Mechanical	Civil	Structural	Landscape
A15.0.005						
A15.0.006						
A15.0.100						
A15.0.101						
A15.0.102						
A15.0.103						
A15.0.200						
A15.0.201						
A15.0.202						
A16.0.001						
A16.0.002						
A16.0.100						
A19.0.001 to A19.0.016						

- (b) Specifications
- (c) Indicative Program
- (d) Site Investigation Reports
- (e) Site Survey
- (f) Site Asbestos Register
- (g) WACHS Asbestos Management Plan
- (h) Indicative Staging Plan

## Attachment 1 – Terms and Conditions

### 1. Application to Procurement Process

---

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

### 2. General

---

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

### 3. Application of Terms and Conditions

---

#### 3.1 Respondent Members

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

#### 3.2 Respondent Members' Associates

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

### 4. State's rights

---

#### 4.1 Directions

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

#### 4.2 Discretions

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

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

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



- (m) remove or add a Shortlisted Respondent or change the Preferred Respondent;
- (n) allow a Competing Respondent to add or remove a member with or without notifying the other Respondents;
- (o) hold interviews and workshops to discuss with the Respondent any matter arising out of the Invitation, their EOI, the RFP or their Proposal;
- (p) hold interviews and workshops to discuss with any Competing Respondent any matter arising out of the Invitation, their EOI, the RFP or their Proposal with or without disclosing this to the Respondent;
- (q) publish the names of the Respondent Members, Shortlisted Respondents and the Preferred Respondent;
- (r) waive any requirement or obligation under this Invitation or the RFP;
- (s) change the State's Representative for the purposes of this Procurement Process;
- (t) cease negotiations with any Shortlisted Respondent, or recommence negotiations with any Shortlisted Respondent;
- (u) negotiate with any Shortlisted Respondent to such extent as the State elects in its absolute discretion; and
- (v) give unequal negotiation time to different Shortlisted Respondents.

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

#### **4.3 Consent**

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

#### **4.4 No Claim**

Each Respondent Member releases the State and its Associates from all Liability in relation to the Procurement Process and no Respondent Member will make a Claim against the State or any of the State's Associates arising out of the exercise or any failure of the State to exercise or perform any rights, obligations or duties under this Invitation, the RFP or otherwise in connection with the Procurement Process. This clause 4 may be pleaded by the State or its Associates as a bar to any proceedings commenced by a Respondent Member against the State or its Associates in relation to the Procurement Process.

### **5. No legal relationship**

---

Each Respondent Member acknowledges and agrees that:

- (a) neither this Invitation nor the RFP constitute an offer to enter into final Project Documents; and

- (b) other than the contract that arises as a consequence of the execution of the EOI Form:
  - (i) no contract exists or will arise between the State and the Respondent in respect of the MC Works unless and until Contract Close is achieved; and
  - (ii) neither the State nor the Respondent intend to create a legal relationship; and
- (c) these Terms and Conditions set out the entire agreement between the parties in respect of the Procurement Process.

## **6. Information from the State**

---

### **6.1 No warranty**

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

### **6.2 Inconsistency**

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

### **6.3 Own enquiries**

Each Respondent Member agrees that:

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

### **6.4 No details**

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

## **7. Addenda**

---

Each Respondent Member agrees that:

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

## **8. Enquiries, clarification and proprietary communications**

---

### **8.1 Enquiries to the State's Representative**

- (a) The Respondent must submit any enquiries or clarification questions regarding the Procurement Process in writing to the State's Representative or the Probity Advisor (as appropriate) in accordance with Section 0 of the Invitation.
- (b) Other than in accordance with clause 8.1(a) above, no Respondent Member may directly contact the State's Associates to discuss any aspect of the Procurement Process (including this Invitation or RFP).

### **8.2 State requests clarification**

The State may:

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

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

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

### **8.3 Interviews and workshops**

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

### **8.4 Respondent requests clarification**

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

- (ii) the question does relate to proprietary aspects of the Respondent's EOI or Proposal, the State's response to the question will be provided to the Respondent only (and will not be circulated to any Competing Respondents).

## **8.5 Due diligence checks**

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

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

## **9. Respondent's representations, acknowledgements and warranties**

---

### **9.1 Acknowledgements**

Each Respondent Member acknowledges and agrees that:

- (a) the entire Procurement Process is being conducted solely for the State's benefit;
- (b) the State will rely upon the representations and warranties given by Respondent Members in clause 9.2 below, in evaluating any EOI or Proposal;
- (c) it will not rely on any oral advice, representation or information given or furnished by or on behalf of the State or the State's Associates with respect to the MC Works, the GHCR, the Procurement Process or any Disclosed Information;
- (d) in no circumstances will the State or the State's Associates be liable to a Respondent Member whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any costs, losses, expenses or damages incurred or suffered by the Respondent Member as a result of or arising from:
  - (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
  - (ii) any use of, or reliance by, the Respondent Member upon, any Disclosed Information;
- (e) it is bound by the content of its EOI or Proposal including any schedules, annexures, attachments and appendices which form part of the EOI or Proposal;

- (f) this Invitation, the EOI, the RFP and any Proposal will not form any part of the final Project Documents except to the extent expressly incorporated in the final Project Documents;
- (g) the Respondent Member participates in the Procurement Process at its own cost and risk; and
- (h) except in the State's absolute discretion, no payment will be made by the State or the State's Associates to the Respondent for any costs, losses, expenses or damages incurred by the Respondent in preparing and submitting an EOI or Proposal, or otherwise incurred in respect of:
  - (i) preparing for and attending any interview, meeting or workshop conducted pursuant to this Invitation or the RFP;
  - (ii) otherwise participating in the Procurement Process, in accordance with the terms and conditions of this Invitation or the RFP; and
  - (iii) as a consequence of the exercise of the State's rights in accordance with clause 4.2.

## **9.2 Representations and warranties**

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

- (a) it has examined all information and documents which are relevant to the MC Works;
- (b) its EOI or Proposal and any subsequent information submitted to the State pursuant to this Invitation or the RFP (as the case may be):
  - (i) are based on its own independent assessment and investigations, interpretations, deductions, information and determinations;
  - (ii) are complete and accurate;
- (c) it has examined all information and documents which are relevant to the MC Works;
- (d) any information provided to the State during any interview, meeting or workshop or otherwise submitted to the State pursuant to this Invitation or the RFP (including as part of any response to a request by the State for clarification or further information), is accurate;
- (e) it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its EOI or Proposal which is obtainable by the making of reasonable enquiries, and the Respondent has made such enquiries;
- (f) it has not paid or received and will not pay or receive any secret commission in respect of this Invitation or the RFP;
- (g) it has not entered and will not enter into any unlawful arrangements with any other person in respect of this Invitation or the RFP;

- (h) it has not sought and will not seek to influence any decision in respect of this Invitation or the RFP by improper means;
- (i) it did not place any reliance upon the completeness, accuracy, adequacy or correctness of any Disclosed Information; and
- (j) it has complied with its obligations in relation to the registration of any 'Lobbyist' (as that term is defined in the *Integrity (Lobbyists) Act 2016* (WA)) in relation to the MC Works and the Procurement Process, and acknowledges the obligations on government representatives when dealing with registrants and lobbyists set out in Public Sector Commissioner's Instruction No. 16 'Government representatives contact with registrants and lobbyists'. A copy of the instruction is available at: <https://www.wa.gov.au/government/document-collections/commissioners-instructions>.

## **10. Status of EOI, Proposal and Respondent**

---

### **10.1 Material changes**

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

### **10.2 Status of Respondent Members**

- (a) If, after lodgement of its EOI or Proposal:
  - (i) there is a change in the structure of a Respondent Member or there is otherwise a change in Control of a Respondent Member; or

- (ii) the Respondent replaces, adds or removes a Respondent Member, the Respondent must:
  - (iii) promptly notify the State;
  - (iv) provide the State with sufficient details of the change (including any further information which may be reasonably requested by the State); and
  - (v) provide evidence to the State that the new Respondent Member has agreed to be bound by the Terms and Conditions.
- (b) Upon receipt of such notification the State will assess any change and reserves the right to request further information, accept the change and impose such conditions as it thinks fit in connection with accepting the change or terminate the Respondent's further participation in the Procurement Process.

### **10.3 No amendment**

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

### **10.4 No Requirements to Return**

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



## 11. Confidentiality and Disclosure by Respondent

---

### 11.1 Disclosed Information

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

### 11.2 Survives Termination

The obligations in clause 11.1 continue after termination of the Respondent Member's

participation in the Procurement Process.

## **12. State's Public Disclosure and Freedom of Information**

---

### **12.1 State's Public Disclosure Obligations**

Each Respondent Member agrees to:

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

### **12.2 State Licence**

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

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

### **12.3 Freedom of Information Act**

Each Respondent Member acknowledges that the *Freedom of Information Act 1992 (WA)*

(FOI Act) applies to the information provided by the Respondent in its EOI or Proposal or as otherwise submitted by the Respondent to the State pursuant to this Invitation or RFP (as the case may be) and that:

- (a) the FOI Act allows members of the public rights of access to the State's documents and the State Associates' documents;
- (b) all or part of the information provided by the Respondent may be disclosed to third parties if there is a requirement to do so under the provisions of the FOI Act;
- (c) any information that the Respondent considers is commercially sensitive or confidential must be marked 'commercial and confidential'. (This special notation must not be used unless the information is genuinely confidential. Marking information as 'commercial and confidential' will not necessarily prevent disclosure of the information in accordance with the FOI Act. Any decision to release information will be determined by the requirements of the FOI Act); and
- (d) save to the extent expressly permitted under the FOI Act, no Respondent Member will be able to commence any action or make any claim against the State or the State's Associates for the release of any information by the State under the FOI Act (including any information submitted by any Respondent Members to the State pursuant to this Invitation or RFP (as the case may be)).

## **13. Probity**

---

### **13.1 Inducement**

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

## **13.2 Conflict of interest**

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

## **14. Collusion and Related Party Participants**

---

### **14.1 Collusion**

- (a) A Respondent Member must not, and must ensure that any Respondent Member Associate does not, engage in any collusive tendering, anti-competitive conduct or

any other similar conduct with any Competing Respondent (or member of a Competing Respondent) or other person in relation to the Procurement Process.

- (b) For the purposes of clause 14.1(a) above, collusive tendering, anti-competitive conduct or any other similar conduct includes the following practices:
- (i) agreements between Respondent Members as to who should be the Shortlisted Respondents or Preferred Respondent (as the case may be);
  - (ii) any meeting of Respondent Members prior to the submission of their EOI or Proposal (as the case may be) that may or is intended to advantage a Respondent or that may disadvantage the State;
  - (iii) exchange of information between Respondent Members about their EOIs or Proposals prior to the State selecting the Shortlisted Respondents or Preferred Respondent (as the case may be);
  - (iv) agreements between any Respondent Members for payment of money or securing of reward or benefit for an unsuccessful Respondent;
  - (v) agreements or collaboration between Respondent Members to fix prices or conditions;
  - (vi) submission of a 'cover' EOI or Proposal (that is, an EOI or a Proposal purporting to be submitted as genuine but which has been deliberately priced and structured in order not to be selected) or any assistance to another Respondent to submit such a 'cover' EOI or Proposal that is intended to advantage another Respondent or disadvantage the State;
  - (vii) any unlawful, illegitimate or improper agreement between Respondent Members before submission of EOIs or Proposals (as the case may be) such as fixing a special rate of payment to a third party where the payment of such fees is conditional on the Respondent entering into Project Documents with the State; and
  - (viii) any unlawful, illegitimate or improper agreement providing for payment to any third party of money, incentives or other concessions contingent on the success of a Respondent that do not relate to the genuine provision of services relevant to the EOI or Proposal.

## **14.2 Seek to obtain information**

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

### 14.3 Related Party Participants

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

## 15. Terms and Conditions applying to the RFP Phase

---

### 15.1 Site inspections

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

## **15.2 Proposal binding**

Each Respondent Member agrees that:

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

## **15.3 Withdrawal**

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

## **15.4 Obligation to negotiate**

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

## **15.5 Preferred Respondent**

Each Respondent Member acknowledges and agrees that:

- (a) the State may select but is not obliged to select, one or more Respondents as a Preferred Respondent;
- (b) the selection of a Preferred Respondent does not constitute an acceptance of the Proposal submitted by the Preferred Respondent or otherwise confer any rights on a Preferred Respondent and is without prejudice to the right of the State to decline to enter into the final Project Documents, or to enter into the final Project Documents with the Respondent or a Competing Respondent;
- (c) the State may suspend any negotiations with the Preferred Respondent and commence negotiations with any Shortlisted Respondent or appoint any Shortlisted Respondent as the Preferred Respondent, if in the opinion of the State:
  - (i) timely Contract Close of the Project Documents in terms acceptable to the State is unlikely to be achieved with the Preferred Respondent;
  - (ii) the Preferred Respondent has breached a term or condition of the Procurement Process;
  - (iii) there is change to the information on which the State has relied in appointing the Respondent as the Preferred Respondent; or
  - (iv) for any other reason;
- (d) subject to clause 15.5(c), only those issues previously identified by the Preferred Respondent either in its EOI or Proposal, in responses to clarification questions (if any) or from the Interactive Tender Process may be raised by the Preferred

Respondent in negotiations in respect of the Project Documents, unless the State otherwise agrees in writing;

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

## **16. Miscellaneous**

---

### **16.1 Waiver**

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

### **16.2 No fettering**

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

### **16.3 Severance**

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



## Attachment 2 – EOI Form

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

### 1. Lead Respondent Member

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

The Lead Respondent Member is:

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

### 2. Other Respondent Members

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

The other Respondent Members are as follows:

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

\* Please duplicate this table for each Respondent Member

### 3. Respondent's Associates

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

The Respondent's Associates are as follows:

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

### 4. Related Party Participants

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

### 5. Potential additional Respondent Members

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

### 6. Respondent Confirmation

The Respondent confirms that:

- (a) the information set out in the EOI is accurate;
- (b) the EOI consists of:
  - (i) this completed and signed EOI Form;
  - (ii) the other information requested in Attachment 2 of this Invitation; and
  - (iii) the following documents [Respondent to insert].

### 7. Terms and Conditions

By submitting its EOI, each Respondent Member confirms and agrees that it is bound by the Terms and Conditions set out in Attachment 1.

## 8. Execution

---

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

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

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Full name of Attorney

or:

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

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Company Secretary/Director

\_\_\_\_\_  
Full name of Director

\_\_\_\_\_  
Full name of Company Secretary/Director

**THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**