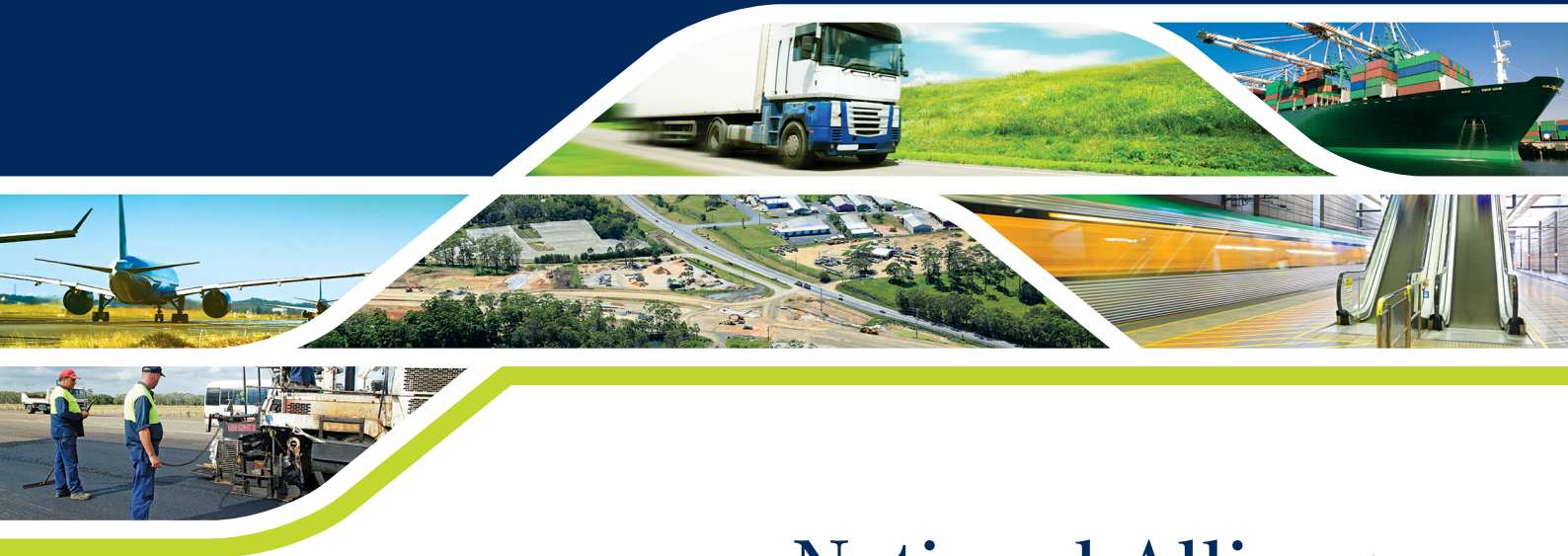




Australian Government

Department of Infrastructure and Regional Development



# National Alliance Contracting Guidelines

Template 4  
Request for Proposal

September 2015





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## Document Updates

This RFP Template will be updated from time to time to reflect evolving best practices and lessons learned.

Document change	Date
National Template published	July 2011
Republished with updates to other documents in the series	September 2015

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ISBN 978-1-925216-76-9

September 2015/INFRA2612

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## Note

Governments in each jurisdiction will have their own individual approval processes for capital investment projects, as well as policies (e.g. probity) and legislation that will impact on all capital works delivery. These over-arching jurisdictional requirements are precedent to the alliance practices covered in this document.

## Acknowledgement

This Template was prepared under the sponsorship of the Inter-Jurisdictional Alliances Steering Committee with membership from:

- Department of Treasury and Finance, Victoria (Chair)
- Treasury, New South Wales
- Treasury, Queensland
- Department of Treasury and Finance, Western Australia
- Department of Infrastructure and Regional Development, Australian Government

The production of the Template was led by the Department of Treasury and Finance Victoria, with the assistance of Freehills, 101 Collins Street, Melbourne.

# Contents

## Table of contents

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<b>Glossary.....</b>	<b>3</b>
<b>1 Introduction .....</b>	<b>9</b>
1.1 Project overview .....	9
1.2 Purpose of this Request for Proposal.....	9
1.3 RFP documents .....	9
1.4 Overview of tender process .....	10
1.5 Reimbursement of Proponent costs in AD Phase .....	11
1.6 Timetable .....	11
<b>2 The Project .....</b>	<b>13</b>
2.1 Project Overview.....	13
2.2 Project Objectives .....	13
2.3 Scope of Works .....	13
<b>3 Delivery method .....</b>	<b>14</b>
3.1 Alliance approach.....	14
3.2 Alliance Philosophy and Principles.....	14
3.3 Alliance Structure.....	15
3.4 Overview of Selection Criteria .....	16
3.5 Core Capabilities within the Project Alliance .....	16
<b>4 Selection Process .....</b>	<b>18</b>
4.1 EOI Phase .....	18
4.2 RFP Phase .....	18
4.3 Alliance Development Phase .....	19
4.4 Execution of Project Alliance Agreement .....	21
<b>5 Evaluation Methodology .....</b>	<b>22</b>
5.1 Evaluation Team.....	22
5.2 Core Team .....	22
<b>6 RFP Phase Selection Criteria .....</b>	<b>23</b>
6.1 Closing Date for submission of Initial Proposal.....	23
6.2 RFP Phase Mandatory Criteria .....	23
6.3 RFP Phase Evaluation Criteria .....	24
<b>7 Alliance Development Phase Selection Criteria.....</b>	<b>28</b>
7.1 Closing Date for Project Proposal .....	28
7.2 AD Phase Mandatory Criteria .....	28
7.3 AD Phase Evaluation Criteria.....	28

<b>8</b>	<b>Conditions of Tendering</b>	<b>31</b>
8.1	Proponent Agrees to Conditions of Tendering	31
8.2	Initial Proposal Structure	31
8.3	Project Proposal Structure	31
8.4	Format of Initial Proposal	31
8.5	Time for Lodgement	32
8.6	Delivery by Post, by Hand or by Courier	32
8.7	Late Proposals	32
8.8	Clarification of RFP Document and Addenda	32
8.9	Request for clarification by Project Owner	33
8.10	Probity	33
8.11	Cost Borne by Proponents	34
8.12	Cost Borne by the Project Owner	34
8.13	Conflict of Interest	35
8.14	Consequences of Breach	35
8.15	Joint Ventures	35
8.16	Alternative Proposals	35
8.17	Independent Experts	36
8.18	Related Entities	36
8.19	Absence of Obligations	36
8.20	Acknowledgments	36
8.21	Prohibition on amendment or withdrawal of Proposal	38
8.22	Intellectual Property	38
8.23	Conformity	38
8.24	Consistency with earlier undertakings	38
8.25	Disclaimer	38
8.26	Proponent deemed to have Informed Itself	38
8.27	Confidentiality	39
8.28	Privacy	39
8.29	Continuing obligations	39
8.30	Further Enquiries by the Project Owner	39
8.31	Proponent to Inform	40
8.32	Selection Criteria	40
8.33	Governing Law and Compliance	40
8.34	Others to be bound	41
	<b>Schedules</b>	<b>42</b>
	<b>Commercial framework</b>	<b>43</b>
	<b>Scope of Works</b>	<b>45</b>
	<b>Project Alliance Agreement</b>	<b>46</b>
	<b>Alliance Development Agreement</b>	<b>47</b>
	<b>Attachments</b>	<b>48</b>
	<b>Lodgement of Initial Proposal / Project Proposal Form</b>	<b>49</b>
	<b>Deed Poll</b>	<b>50</b>
	<b>Information required for RFP Phase Selection Criteria</b>	<b>52</b>
	<b>Comments on draft Project Alliance Agreement and Alliance Development Agreement</b>	<b>53</b>
	<b>Information required for AD Phase Selection Criteria</b>	<b>55</b>

## Glossary

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This glossary of terms applies specifically to this RFP. Words and phrases defined or referred to in the draft Alliance Development Agreement attached as Schedule 4 and draft Project Alliance Agreement attached as Schedule have the same meaning when used in this RFP and, in addition, all other capitalised words and phrases have the meaning set out below.

Term	Meaning
<b>AD Payment Amount</b>	means the amount of \$[ <i>insert</i> ] (exclusive of GST) which is the Proponent's maximum entitlement to payment for submitting the Project Proposal and performing the services required under the Alliance Development Agreement.
<b>Alliance</b>	the alliance formed under the Project Alliance Agreement to deliver the Project.
<b>Alliance Charter</b>	the alliance charter (including the Alliance Principles, alliance purpose and alliance objectives) set out in Schedule 2 of the draft Project Alliance Agreement.
<b>Alliance Development Agreement (ADA)</b>	the alliance development agreement for the Project entered into between the Project Owner and the Non-Owner Participants under which the Project Proposal is to be developed for approval (or otherwise) of the Project Owner.
<b>Alliance Development Phase (AD Phase)</b>	the Phase of the procurement process for the Project as described in this RFP under which the Non-Owner Participants develop the Project Proposal for the approval (or otherwise) of the Project Owner in accordance with the terms of the Alliance Development Agreement.
<b>AD Phase Selection Criteria</b>	the selection criteria set out in section 7 of this RFP.
<b>AD Foundation Workshop</b>	the workshop described in paragraph (b)(2)(A) of Schedule 3 to the draft Alliance Development Agreement.
<b>Alliance Leadership Team (ALT)</b>	the Alliance Leadership Team to be established under the Project Alliance Agreement and referred to in section 3.3(a) of this RFP.

<b>Term</b>	<b>Meaning</b>
<b>Alliance Management Plan</b>	the plan to be developed during the AD Phase and submitted as part of the Project Proposal.
<b>Alliance Management Team (AMT)</b>	the Alliance Management Team to be established under the Project Alliance Agreement and referred to in section 3.3(c) of this RFP.
<b>Alliance Manager</b>	the person appointed by the ALT to manage the AMT and referred to in section 3.3(b) of this RFP.
<b>Alliance Project Team (APT)</b>	the alliance project team to be established under the Project Alliance Agreement and referred to in section 3.3(d) of this RFP.
<b>Best for Project</b>	an approach, determination, decision, method, solution, interpretation, outcome or resolution that is consistent with the Project Owner's VFM Statement and the Alliance Charter.
<b>Business Day</b>	a day on which banks are open for business in [ <i>insert relevant capital city, State</i> ], excluding a Saturday, Sunday or public holiday in [ <i>insert relevant capital city, State</i> ].
<b>Closing Date</b>	the date and time by which the Initial Proposal or Project Proposal (as applicable) must be submitted in accordance with this RFP.
<b>Commercial Framework</b>	the commercial framework described in Schedule 1 of this RFP.
<b>Commercial and Legal Framework</b>	the Commercial Framework described in Schedule 1 of this RFP and the Legal Framework set out in Schedule 3 and Schedule 4 of this RFP.
<b>Core Team</b>	the Project Owner's team and employees as described in the Alliance Development Agreement.
<b>Corporate Overhead and Profit</b>	the Proponent's corporate overhead and profit, being the Proponent's agreed profit margin and a contribution towards recovery of non-project specific (or corporate) overhead costs.
<b>Date for Practical Completion</b>	[ <i>insert</i> ]



<b>Term</b>	<b>Meaning</b>
<b>Design Development Report</b>	the report developed during the AD Phase and submitted as part of the Project Proposal.
<b>EOI Phase</b>	the Phase of the Selection Process commencing with the release of the Invitation for EOI and ending at the commencement of the RFP Phase.
<b>EOI Respondent</b>	the organisation or team of organisations that submit an EOI Response.
<b>EOI Response</b>	the expressions of interest submitted by EOI Respondents to the Invitation for EOI.
<b>Evaluation Criteria</b>	the RFP Response Evaluation Criteria set out in section 6.3 of this RFP and the AD Phase Evaluation Criteria set out in section 7.3 of this RFP.
<b>Evaluation Team</b>	the team selected by the Project Owner to evaluate the Proponents and make a recommendation to the Project Owner of a Successful Proponent.
<b>Final Shortlist</b>	the shortlist containing the [two] Shortlisted Proponents to be determined by the Project Owner at the end of the RFP Phase.  <b><i>[Guidance Note: The number of Shortlisted Proponents should be determined by the Project Owner on a case-by-case basis. This template has been drafted on the basis that two Proponents would be shortlisted to participate in the AD Phase.]</i></b>
<b>Financial Establishment Audit</b>	the financial audit to be undertaken during the AD Phase in respect of each Shortlisted Proponent.
<b>GST</b>	Goods and Services Tax.
<b>Initial Proposal</b>	the proposal submitted by the Proponent in response to the Request for Proposal.
<b>Initial Shortlist</b>	the shortlist of Proponents developed by the Project Owner based on the EOI Responses received by the Project Owner.

<b>Term</b>	<b>Meaning</b>
<b>Intellectual Property</b>	all intellectual property rights existing worldwide and the subject matter of such rights include any patent, design (whether registered or not), copyright, trade mark, protected circuit layout (or similar right) trade secret or other right whether existing under a Statutory Requirement, at common law or in equity.
<b>Invitation for Expressions of Interest (Invitation for EOI)</b>	the invitation for expressions of interest prepared by the Project Owner for the purposes of identifying suitably qualified Proponents to deliver the Project.
<b>Legal Framework</b>	the legal framework for the Alliance set out in the draft Project Alliance Agreement and draft Alliance Development Agreement in Schedule and Schedule 4 of this RFP respectively.
<b>Mandatory Criteria</b>	the RFP Phase Mandatory Criteria set out in section 6.2 and the AD Phase Mandatory Criteria set out in section 7.2 of this RFP.
<b>Member</b>	any person comprising the Proponent.
<b>Minimum Conditions of Satisfaction (MCOS) Performance</b>	the minimum conditions that must be met in each Project objective to meet the requirements of the Project Owner's VFM Statement.
<b>National Alliance Contracting Documentation</b>	the alliance contracting documentation published by the Department of Infrastructure and Transport, Commonwealth of Australia, March 2011 (see <a href="http://www.infrastructure.gov.au">www.infrastructure.gov.au</a> ).
<b>National Alliance Contracting Policy Principles</b>	the alliance policy principles published by the Department of Infrastructure and Transport, Commonwealth of Australia, March 2011 (see <a href="http://www.infrastructure.gov.au">www.infrastructure.gov.au</a> ).
<b>Non-Owner Participant (NOP)</b>	[Non-Owner Participant 1 and/or Non-Owner Participant 2] (as the context requires), each a party to the Project Alliance Agreement.
<b>Participant</b>	either the Project Owner, [Non-Owner Participant 1 or Non-Owner Participant 2] (as the context requires), each a party to the Project Alliance Agreement.
<b>Phase</b>	the relevant phase of the Selection Process, being the EOI Phase, RFP Phase or AD Phase.

<b>Term</b>	<b>Meaning</b>
<b>Probity Practitioner</b>	the probity expert referred to in section 8.10 of this RFP who may be engaged by the Project Owner to act as a probity auditor or advisor for the Project.
<b>Project Alliance Agreement</b>	the alliance agreement for the Project to be entered into between the Project Owner and the Proponent (if the Project Proposal is accepted by the Project Owner in accordance with the ADA) substantially in the form of the draft Project Alliance Agreement.
<b>Project</b>	as defined in section 2 of this RFP.
<b>Project Objectives</b>	the Project objectives listed in the Project Owner's VFM Statement.
<b>Project Owner</b>	<i>[to be inserted]</i>
<b>Project Owner's Value for Money (VFM) Statement</b>	the Project Owner's value for money proposition for the Project to be set out in the draft Project Alliance Agreement.
<b>Project Proposal</b>	the proposal for the Project which is developed by the Proponent and submitted to the Project Owner at the conclusion of the AD Phase.
<b>Proponent</b>	the organisation or team of organisations on the Initial Shortlist that submit an Initial Proposal in response to the RFP.
<b>Proponent Team Protocols</b>	the protocols to be complied with by the Proponents during the AD Phase.
<b>Reimbursable Costs</b>	has the meaning given to that term in the draft Project Alliance Agreement.
<b>Related Body Corporate</b>	has the meaning given to that term in the Corporations Act 2001 (Cth).
<b>Request for Proposals (RFP)</b>	this document, prepared by the Project Owner for the purposes of identifying and selecting Proponents to participate in the AD Phase.
<b>RFP Phase</b>	the Phase of the Selection Process in which the RFP is issued to Proponents on the Initial Shortlist and ending at the commencement of the AD Phase.

<b>Term</b>	<b>Meaning</b>
<b>RFP Phase Selection Criteria</b>	the Selection Criteria to be applied by the Evaluation Team to Initial Proposals submitted in response to this RFP.
<b>Risk and Contingency Provisions</b>	the provision for all possible Reimbursable Costs associated with risks and contingencies that may arise in performing the Works that will be set out in an alliance risk and opportunity report and included in estimating the TOC, but excluding any Adjustment Events (as that term will be defined in the Project Alliance Agreement).
<b>Selection Criteria</b>	the selection criteria set out in sections 6 and 7 of this RFP.
<b>Selection Process</b>	the process for selecting the Successful Proponent set out in section 4 of this RFP, comprised of the EOI Phase, this RFP Phase and the AD Phase.
<b>Sensitive Information</b>	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
<b>Shortlisted Proponent</b>	the Proponents shortlisted by the Project Owner at the conclusion of the RFP Phase that will advance to the AD Phase.
<b>Successful Proponent</b>	the Proponent selected by the Project Owner to enter into the Project Alliance Agreement with the Project Owner.
<b>Target Outturn Cost (TOC)</b>	<p>the specific sum identified as the TOC in the Project Proposal, being the estimate of all:</p> <ul style="list-style-type: none"> <li>(a) Reimbursable Costs;</li> <li>(b) Corporate Overhead and Profit; and</li> <li>(c) Risk and Contingency Provisions,</li> </ul> <p>required to achieve MCOS Performance, perform the Works and bring the Works to a stage where the Final Certificate can be issued in accordance with the Project Alliance Agreement.</p>
<b>Works</b>	the whole of the works and services to be performed by the Participants from time to time under the Project Alliance Agreement.

# 1 Introduction

---

## 1.1 Project overview

**[Insert brief description of Project] (Project).**

The Project Owner has determined that an alliance contracting methodology is the best approach to deliver the Project. The Project Owner will select organisation(s) with the necessary experience, capabilities and commitment to enter into an alliance with the Project Owner to deliver the Project.

**Guidance Note:** The current drafting of this template assumes that a single alliance will be formed to deliver the Project. For the avoidance of doubt, the template has also been drafted on the basis that the Project will involve delivery of capital works only, and does not address operation and/or maintenance services that may also be required by the Project Owner. The Project Owner may need to tailor the RFP accordingly.

## 1.2 Purpose of this Request for Proposal

This Request for Proposal (**RFP**) invites Proponents selected on the Initial Shortlist through the EOI Phase to submit an Initial Proposal to form an alliance with the Project Owner to [deliver]the Project.

The Evaluation Team will evaluate proposals submitted in response to this RFP (**Initial Proposal**) with the aim of shortlisting two prospective Non-Owner Participants (**Shortlisted Proponents**) to participate in the AD Phase.

## 1.3 RFP documents

This RFP comprises:

- (a) this document, which itself which includes an overview of the Project, Selection Process, Selection Criteria and the Conditions of Tendering;
- (b) Schedule 1, the proposed Commercial Framework that will apply to the Alliance;
- (c) Schedule 2, the Scope of Works;
- (d) Schedule , the draft Project Alliance Agreement (which includes a copy of the Project Owner's VFM Statement); and
- (e) Schedule 4, the draft Alliance Development Agreement.

The Project Owner requires the following attachments to be returned to it as part of the Initial Proposal submitted in response to this RFP:

- (f) Attachment 1, Lodgement of Initial Proposal / Project Proposal Form;
- (g) Attachment 2, Deed Poll
- (h) Attachment 3, Information required for the RFP Phase Selection Criteria; and
- (i) Attachment 4, Comments on draft Project Alliance Agreement and draft Alliance Development Agreement.

If the Proponent reaches the Final Shortlist, the Project Owner requires the following attachments to be returned to it as part of the Shortlisted Proponent's Project Proposal submitted at the conclusion of the AD Phase:

- (j) Attachment 1, Lodgement of Initial Proposal / Project Proposal Form;
- (k) Attachment 2, Deed Poll; and
- (l) Attachment 4, Information required for the AD Phase Selection Criteria.

**Guidance Note:** The Project Owner should amend this section based on the documents it will supply to interested Proponents for the purposes of the RFP Stage. For example, the Project Owner may wish to include a Project Proposal Report, Evaluation Plan or further reference information for interested Proponents.

## 1.4 Overview of tender process

**Guidance Note:** This template has been prepared on the basis that the Project Owner will enter into an Alliance Development Phase with two or more Proponents selected at the conclusion of the RFP Stage. This reflects the competitive selection process described in the Practitioner's Guide to Alliance Contracting. Where the Project Owner has approval to take only one Proponent through an Alliance Development Phase (or otherwise), it will be appropriate to tailor this template accordingly.

Recipients of this RFP have advanced beyond the EOI Phase based on their capability, experience and acceptance of the Project Owner's proposed Selection Process and the Commercial and Legal Framework. The principles of the Selection Process and Commercial and Legal Framework were set out in the Invitation for EOI.

### (a) RFP Phase

This RFP represents the second stage of the Selection Process and has been released to Proponents on the Initial Shortlist. Those proponents are invited to submit an Initial Proposal in response to the Mandatory Criteria and Evaluation Criteria identified in this RFP.

Applying those criteria to the Proponent's Initial Proposal, the Evaluation Team will then select a Final Shortlist of two Proponents (**Shortlisted Proponents**). The Shortlisted Proponents will be required to execute an Alliance Development Agreement [and provide a proposal bond in the amount of [*\$insert*] million in order to proceed to the AD Phase].

**Guidance Note:** It is an option for Project Owners to require that Shortlisted Proponents provide a proposal bond to secure performance of obligations during the AD Phase. This requirement and the amount of any such proposal bond should be assessed by the Project Owner on a case-by-case basis.

### (b) Alliance Development Phase

The purpose of the AD Phase is for the Shortlisted Proponents to work with the Project Owner to develop and submit a final, fully costed, detailed and binding proposal to deliver the Project (**Project Proposal**). The Shortlisted Proponent's proposed solution to deliver the Project will need to be developed to a level of detail to enable the Shortlisted Proponent to submit a full Target Outturn Cost (**TOC**) as part of the Project Proposal. The Shortlisted Proponents will also be required to execute and submit a Project Alliance Agreement as part of the Project Proposal.

Based on the Project Proposal (including the final form of the Project Alliance Agreement (**PAA**) included in the Project Proposal) and the Project Owner's interactive discussions with the Shortlisted Proponents during the AD Phase, the Project Owner will select a Successful Proponent. If the Project Owner requires amendments to the final form of the PAA provided by the Successful Proponent, to which the Successful Proponent agrees, the Successful Proponent and the Project Owner will execute an amended PAA once all approvals are in place. If not, the Project Owner may at its discretion revert to the [other] Shortlisted Proponent.

**Guidance Note:** This final sentence may need be revised depending on the number of Shortlisted Proponents that the Project Owner determines should be engaged in the AD Phase.

Further details in relation to each Phase are set out in Section 4 of this RFP.

## 1.5 Reimbursement of Proponent costs in AD Phase

In the event the Proponent is selected to advance to the AD Phase, the submission of a Project Proposal which conforms to the requirements set out in the ADA at the conclusion of the AD Phase will amount to a „service“ to the Project Owner under the ADA. Accordingly, the Project Owner will make a lump sum payment (**AD Payment Amount**) to each Proponent for the services provided in accordance with section 8.12 of this RFP. The AD Payment Amount is \$[insert] excluding GST.

The AD Payment Amount will only be paid on submission of a conforming Project Proposal and transfer of Intellectual Property rights relating to the project design and delivery solution to the Project Owner. No further payment will be made for the provision of the services under the ADA.

## 1.6 Timetable

The key dates relating to the Selection Process are presented in the table below. The dates are subject to change and are provided as indicative dates only.

Stage	Event	Date
<b>RFP Phase</b>		
Phase 6	Advertise Request for Proposals	[insert]
Phase 7	Interact with Proponents (workshops, etc)	[insert]

Phase 8	Closing Date for submission of Initial Proposal	<i><b>[insert]</b></i>
Phase 9	Commence evaluation of Initial Proposals	<i><b>[insert]</b></i>
Phase 10	Announcement of two Shortlisted Proponents	<i><b>[insert]</b></i>
<b>Alliance Development Phase</b>		
Phase 11	Commence interactive development process (e.g. workshops) with Shortlisted Proponents	<i><b>[insert]</b></i>
Phase 12	Commence Financial Establishment Audit	<i><b>[insert]</b></i>
Phase 13	Commercial Alignment Workshop ( <i><b>[insert]</b></i> days)	<i><b>[insert]</b></i>
Phase 14	Closing Date for submission of Project Proposals	<i><b>[insert]</b></i>
Phase 15	Commence evaluation of Project Proposals	<i><b>[insert]</b></i>
Phase 16	Selection of Successful Proponent by Project Owner	<i><b>[insert]</b></i>
<b>Execution of Project Alliance Agreement and commencement of works</b>		
Phase 17	Obtain [Board and] Ministerial approval to execute Project Alliance Agreement	<i><b>[insert]</b></i>
Phase 18	Execute Project Alliance Agreement	<i><b>[insert]</b></i>
Phase 19	Project commencement	<i><b>[insert]</b></i>
Phase 20	Date for Practical Completion	<i><b>[insert]</b></i>



## 2 The Project

---

### 2.1 Project Overview

*[Insert detailed description of Project]*

### 2.2 Project Objectives

**Guidance Note:** Project Objectives should be informed by the Project Owner's VFM Statement. The Project Objectives in this clause 2.2 have been included for illustration purposes only.

To ensure the Project is a success and meets the requirements of the Project Owner's VFM Statement (attached in Schedule to this RFP), the following Project Objectives must be achieved:

*[insert Project Objectives.]*

### 2.3 Scope of Works

Schedule 2 to this RFP sets out the scope of Works required to deliver the Project.

**Guidance Note:** In the remainder of section 2, the Project Owner should identify any additional Project specific elements which need to be drawn to the attention of Proponents. For example, any supporting projects that must be undertaken (but which are excluded from the RFP), engagement of advisers and performance of early investigation works.

### 3 Delivery method

---

**Guidance Note:** This clause may need to be tailored by the Project Owner if the Commercial and Legal Framework or alliance structure differs from the National Alliance Contracting Documentation.

#### 3.1 Alliance approach

The Project Owner has selected to deliver the [*insert Project*] through alliance contracting. The Commercial Framework proposed by the Project Owner for the Alliance is set out in Schedule 1 and the proposed Legal Framework is expressed in the draft Project Alliance Agreement (Schedule ) and draft Alliance Development Agreement (Schedule 4). Having agreed to the proposed arrangements in the EOI Phase, the Proponent must ensure their Initial Proposal identifies any departures from the Project Owner's proposed arrangements.

**Guidance Note:** Project Owner should determine whether a two part alliance (e.g. D&C Alliance and Operations Alliance) and progressive NOP selection process is to be preferred over a single alliance, taking into account the complexity of the relevant Project. This template is based on a single alliance approach and, as noted above, has been drafted on the basis that the alliance will deliver capital works only (i.e. does not address operations and maintenance services that may also be required by the Project Owner).

#### 3.2 Alliance Philosophy and Principles

**Guidance Note:** This section provides some suggestions for the alliance principles and behavioural commitments to include in the Alliance Charter (see square brackets below). The Project Owner will need to tailor these principles and commitments on a case-by-case basis to reflect the requirements of the Project Owner's VFM Statement.

Under the proposed alliance approach, the Participants will take collective responsibility for all risks associated with the delivery of the Project, with sharing of the risks and the rewards through a legal and commercial framework where the commercial interests of all Participants are intended to be aligned.

The Project Owner's expectation is that the collective responsibilities of the Participants, the sharing of all Project risks, the transparency and the behavioural commitments gained through this arrangement will facilitate the achievement of the Project Objectives set out in the Project Owner's VFM Statement.

The alliance culture and behavioural commitments of the Participants will be set out in the Alliance Charter and include:

- [Good faith]
- [Best for Project decision-making]
- [Transparency, expressed as open book documentation and reporting]; and
- [No fault-no blame culture]

### 3.3 Alliance Structure

The structure of the Alliance will be more fully described in the Project Alliance Agreement, the Governance Plan and the Responsibilities Matrix to be finalised with the Shortlisted Proponents during the AD Phase.

(a) **Alliance Leadership Team**

The Alliance will be governed by an Alliance Leadership Team (**ALT**) comprising [at least two] senior members from the Owner Participant and [insert] senior representatives from the Successful Proponent. The ALT will be chaired by a Chairperson to be selected by the Owner Participant.

The primary functions of the ALT will be to:

- establish and ensure implementation of the strategic leadership and direction of the Participants;
- establish and implement transparent governance and accountability structures for the Participants; and
- assume responsibility for the performance of the Participants under the Project Alliance Agreement.

In accordance with the Project Alliance Agreement, each ALT member must be authorised to represent and bind their respective Participant on any matter relating to the Alliance.

(b) **Alliance Manager**

The ALT will appoint an Alliance Manager who will report directly to the ALT. The functions of the Alliance Manager, to be set out more fully in the Governance Plan and Responsibilities Matrix, will include to:

- appoint, lead and manage the Alliance Management Team (**AMT**) and Alliance Project Team (**APT**); and
- be accountable to the ALT for delivery of the [*insert Project works*] and achievement of the Project Objectives.

Proponents will be invited to nominate an individual for the role of Alliance Manager.

(c) **Alliance Management Team**

The members of the AMT will be selected by the Alliance Manager and endorsed by the ALT. The AMT will comprise the Alliance Manager, plus at least one representative from each Participant and it is expected that most AMT members will be engaged full time in the Alliance.

The functions of the AMT, to be set out more fully in the Governance Plan and Responsibilities Matrix, will include to:

- provide day-to-day leadership to the Alliance Project Team (**APT**);
- develop reports for the ALT;
- resolve day to day issues prior to presentation to ALT;
- ensure delivery of the Works to achieve the Project Objectives; and
- be accountable to the ALT.

(d) **Alliance Project Team**

Members of the APT will be selected by the Alliance Manager and will be drawn from personnel of the Participants on a „best person for the job“ basis, with the

intention that the structure will reflect a single „virtual organisation“ with no duplication of responsibilities. The primary functions of the APT will be set out more fully in the Governance Plan and Responsibilities Matrix, but will involve delivery of the [*insert Project works*], with accountability to both the AMT and ALT.

### 3.4 Overview of Selection Criteria

The Evaluation Team will apply Selection Criteria at each stage of the Selection Process, each comprised of Mandatory Criteria and Evaluation Criteria:

(a) RFP Phase Selection Criteria

The criteria set out in section 6 of this RFP to be applied to Initial Proposals submitted in response to this RFP for selection of the Shortlisted Proponents; and

(b) Alliance Development Phase Selection Criteria

The criteria set out in section 7 of this RFP to be applied to Project Proposals for selection of the Successful Proponent at the conclusion of the AD Phase.

### 3.5 Core Capabilities within the Project Alliance

The Project Owner expects that the Successful Proponent will bring certain specific capabilities to the Project. The table below indicates the core capabilities expected from the Successful Proponent.

**Guidance Note:** This is an example only and the Project Owner's required core capabilities will need to be considered by the Project Owner and revised on a case-by-case basis. For example, some projects may also require operations and maintenance capabilities to develop specific "whole of life" project objectives.

Core Capability / Resource / Skill Area	Core Capabilities	
	Project Owner (including its consultants)	Proponent (within its Members)
Land acquisition	●	
Planning and approvals	●	
Preliminary design of the Project		●
Engineering design of the Project		●

Detailed design and construction of the <b><i>[Project Works]</i></b>		•
Project and construction management expertise		•
Project and construction management systems		•
Construction management		•
Occupational Safety and Health management systems		•
Environmental management systems		•
Quality management systems		•
Procurement systems		•
Industrial Relations		•
Communications and community consultation/liaison	•	•

## 4 Selection Process

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The Selection Process has been designed to select the Proponent that is best placed to deliver the requirements set out in the Project Owner's VFM Statement.

**Guidance Note:** The Project Owner normally appoints a Probity Practitioner to oversee the Selection Process. If the Project Owner determines this is required, the RFP should reflect this. Where a Probity Practitioner will be appointed, the Project Owner will need to clearly articulate the processes and procedures that the Participants must comply with in order to satisfy probity considerations (for example, by issuing a Probity Deed). This template has been drafted on the basis that a Probity Deed would be developed and issued by the Project Owner.

The various steps in the Selection Process are illustrated in the following diagram and further described below.

**Guidance Note:** It is suggested the Project Owner include a diagram to illustrate the Selection Process. This will need to reflect the process that has been developed and tailored by the Project Owner as appropriate to the relevant Project.

*[insert diagram of Selection Process]*

### 4.1 EOI Phase

The Project Owner has nominated *[insert number]* Proponents to the Initial Shortlist on the basis of their EOI Responses. These Proponents will proceed to the RFP Phase.

### 4.2 RFP Phase

This RFP is issued as part of the second phase of the Selection Process and the Project Owner invites the *[insert number]* Proponents on the Initial Shortlist to submit an Initial Proposal with the objective of shortlisting two Proponents to advance to the AD Phase (**Shortlisted Proponents**).

#### (a) Evaluation of Initial Proposals against RFP Phase Mandatory Criteria

Initial Proposals submitted in response to this RFP will be evaluated by the Evaluation Team against the RFP Phase Mandatory Criteria outlined in section 6.2 of this RFP. The Evaluation Team may invite Proponents who satisfy the RFP Response Mandatory Criteria to attend an interview / discussion session.

In addition, Proponents may submit one or more alternative proposals in accordance with section 8.16 of this RFP. Alternative proposals may be assessed at the Project Owner's discretion.

**Guidance Note:** The Project Owner should exercise caution when drafting engineering and design specifications for inclusion in the RFP documentation. This could unintentionally lead to the submission of alternative or „non-conforming“ proposals by Proponents. For example, highly prescriptive and detailed specifications may generate alternative proposals if Proponents suggest different or untested technology to deliver the Project that has not been reflected in the RFP documentation. Provided that the Initial Proposal is otherwise consistent with the requirements of the RFP, the Proponents should have the flexibility to propose innovative technological or engineering solutions that may enhance the Project.

(b) **Interviews / discussions with Proponents satisfying the RFP Phase Mandatory Criteria**

The aim of the interview and discussion sessions will be to enable the Evaluation Team to meet the Proponent's team and enable the Proponent to respond to any clarifications required by the Evaluation Team. Representatives of the Proponent will be required to attend the interviews and discussions with [the ALT and key AMT and APT members].

(c) **Final evaluation of Initial Proposals against RFP Phase Evaluation Criteria**

The Evaluation Team will evaluate Initial Proposals against the RFP Phase Evaluation Criteria and then recommend the selection of two Shortlisted Proponents to participate in the AD Phase. The Shortlisted Proponents will be required to execute an Alliance Development Agreement prior to proceeding to the AD Phase as described below.

## 4.3 Alliance Development Phase

**Guidance Note:** As noted above (see section 1.4), this template has been prepared on the basis that the Project Owner will enter into an Alliance Development Phase with two or more Proponents.

The purpose of the AD Phase is for the Shortlisted Proponents to engage in a collaborative and interactive development process with the Project Owner to develop a final Project Proposal which addresses both price and non-price Selection Criteria and meets the State's requirements. The Project Proposal must be consistent with the Initial Proposal, except to the extent that changes are made to the Initial Proposal that will enhance the achievement of the Project Objectives.

The Project Owner's Core Team will be available to provide information and assist the Shortlisted Proponents from a technical perspective, however at all times the Project Proposal remains with the Proponents.

In order to manage probity risks, the Project Owner will put in place protocols (to be detailed in the Probity Deed) for collaboration, the distribution of information and confidentiality to ensure information from one Shortlisted Proponent does not pass to the other. The Project Owner may appoint a Probity Auditor and in accordance with sections 8.10 and 8.27 of this RFP (and section 18.9 of the draft Alliance Development Agreement), take steps to co-ordinate interactions between the Core Team and Shortlisted Proponents and address probity concerns that may arise during the AD Phase.

(a) **Interactive development of Project Proposal**

The key activities undertaken in the AD Phase are more fully defined in Schedule 3 of the Alliance Development Agreement, but will include:

- participation in the AD Foundation Workshop and Financial Establishment Audit;
- the Project design will be developed to a level of detail to enable the Shortlisted Proponent to submit a full Target Outturn Cost (**TOC**) as part of the Project Proposal;
- risk and opportunity analysis will be undertaken and lead to the development of agreed Risk and Contingency Provisions;
- the Commercial and Legal Framework, including the Risk or Reward Regime, will be finalised;
- the Project Alliance Agreement will be negotiated to the point where each Shortlisted Proponent can execute the Project Alliance Agreement and submit it as part of their Project Proposal; and
- preparation, submission and presentation of a Project Proposal containing the Project solution, the proposed team, the proposed Commercial and Legal Framework and the TOC.

The Project Owner will nominate a Core Team to facilitate the transfer of information between the Shortlisted Proponents and the Project Owner.

(b) **Submission of Project Proposal**

The AD Phase concludes with each Shortlisted Proponent submitting a Project Proposal addressing the elements set out in Schedule 4 of the Alliance Development Agreement.

(c) **Evaluation of Project Proposals**

The Evaluation Team will then evaluate the Project Proposals against the AD Phase Selection Criteria and recommend the selection of one of the Shortlisted Proponents as the Successful Proponent. Further information as to the Selection Process is provided in section 5 of this RFP.

As set out in the National Alliance Contracting Policy Principles, the recommendation to execute the PAA with the Successful Proponent will:

**Guidance Note:** The Project Owner will need to tailor this section to align with its specific governance and approvals framework for the Project.

- (1) progress through the Project Owner's established governance framework;
- (2) if endorsed by the Project Owner, proceed to the [*insert relevant portfolio Minister for administering the enabling Act*] for endorsement; and
- (3) finally, proceed to the Treasurer for approval.

If necessary, the Project Owner will negotiate until the Project Proposal meets the requirements of Project Owner's VFM Statement and the Commercial and Legal Framework.

If, in the Project Owner's opinion, negotiations with the Successful Proponent are not successful, the Project Owner may commence negotiations with the other Shortlisted Proponent, call for new Proposals or abandon the Selection Process.



#### **4.4 Execution of Project Alliance Agreement**

Once approval to enter into the Project Alliance Agreement is received and subject to finalising all outstanding details and obtaining all necessary approvals, the Project Owner will enter into the Project Alliance Agreement.

Following execution of the Project Alliance Agreement, all Proponents will be offered the opportunity to attend a debriefing session on their Initial Proposals and/or Project Proposals (as applicable).

## 5 Evaluation Methodology

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The methodology to be used by the Project Owner in applying the Selection Criteria and evaluating Initial Proposals and Project Proposals is outlined below.

### 5.1 Evaluation Team

**Guidance Note:** If appropriate, the Project Owner should identify those individuals and/or their roles serving on the Evaluation Team.

Depending on the nature of the Project, the Project Owner may wish to have a separate:

- Commercial Selection Team (e.g. responsible for assessing acceptance of the commercial and legal framework and TOC criteria);
- Non-Cost Selection Team (e.g. responsible for assessing project management, people criteria); and/or
- Relationship Selection Team (e.g. responsible for assessing the current and ongoing relationship between Proponent and Project Owner).

Personnel	Title
<i>[insert]</i>	<i>[insert]</i>
<i>[insert]</i>	<i>[insert]</i>

### 5.2 Core Team

In addition to the Evaluation Team, the Project Owner will establish a Core Team to co-ordinate, participate in and administer the AD Phase up until the execution of the Project Alliance Agreement with the Successful Proponent. The Core Team will also provide documents and information to the Proponents and assist in consideration and evaluation of the Project Proposal and evaluation of the AD Phase Evaluation Criteria.

**Guidance Note:** If appropriate, the Project Owner should identify members of the Core Team in table below.

Personnel	Title
<i>[insert]</i>	<i>[insert]</i>
<i>[insert]</i>	<i>[insert]</i>

## 6 RFP Phase Selection Criteria

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### 6.1 Closing Date for submission of Initial Proposal

The Closing Date for submission of Initial Proposals in response to this RFP is [*insert time and date*]. Initial Proposals must be submitted in accordance the procedure specified in sections 8 to 8.6 of this RFP.

### 6.2 RFP Phase Mandatory Criteria

The Proponent must, in its Initial Proposal, satisfy all the Mandatory Criteria set out in the table below. In the event that an Initial Proposal fails to satisfy the Mandatory Criteria, the Project Owner reserves the right, at its sole discretion, to:

- (a) elect not to further evaluate that Initial Proposal; or
- (b) proceed to complete its evaluation of that Initial Proposal.

The Evaluation Team may seek clarification from the Proponent or from any other source in order to assess whether or not a Proponent has satisfied the Mandatory Criteria.

**Guidance Note:** These criteria have been included for illustration purposes only. The Project Owner will need to determine the relevant Mandatory Criteria on a case-by-case basis and specify any documentation that may be required to support the Mandatory Criteria.

#### RFP Response Mandatory Criteria

<b>Mandatory Criterion 1:</b> Past Experience	Demonstrate recent experience in design, construction, project implementation and construction management experience on at least one project similar to [ <i>insert nature of Project</i> ].  The following information is required: <ul style="list-style-type: none"><li>(a) project name and location;</li><li>(b) details of the works, roles and responsibilities carried out;</li><li>(c) the number and details of company employees engaged in carrying out the roles and responsibilities; and</li><li>(d) client reference and contact details.</li></ul>
<b>Mandatory Criterion 2:</b> Financial capacity	Demonstrate financial capacity to deliver the Project.  The following information is required from the Proponent: <ul style="list-style-type: none"><li>(a) financial information for the last 3 years which includes:<ul style="list-style-type: none"><li>i) copies of audited financial accounts for the past three financial years;</li><li>ii) details of any existing loan facilities, including terms and conditions, security provided and undrawn amounts;</li><li>iii) details of any financial constraints, including details of material commitments, covenants, or potential contingencies;</li></ul></li></ul>

RFP Response Mandatory Criteria	
	<p>(b) confirmation of capacity to provide a performance bank guarantee or performance bond if required by the Project Owner; and</p> <p>(c) if any Proponent is a subsidiary, confirmation of ability of that Member to provide a parent company guarantee, if required by the Project Owner.</p>
<b>Mandatory Criterion 3:</b> Safety	<p>Demonstrate a suitable safety system to undertake the Project. Provide:</p> <p>(a) evidence of Occupational Health and Safety Management System independently certified to <b><i>[insert required certification level, e.g. AS 4801-2001 or National Safety Council of Australia Five Star certification (3, 4 or 5 stars only)]</i></b> or an approved equivalent independent standard of certification.</p>
<b>Mandatory Criterion 4:</b> Quality Management	<p>Demonstrate a suitable quality management system to undertake the Project.</p>
<b>Mandatory Criterion 5:</b> Environmental Management	<p>Demonstrate a suitable environmental management system to undertake the Project.</p>
<b>Mandatory Criterion 6:</b> Lodgement of Initial Proposal Form	<p>Provide a completed and compliant Lodgement of Initial Proposal Form for each Member of the Proponent.</p>

### 6.3 RFP Phase Evaluation Criteria

The RFP Phase Evaluation Criteria are set out in the table below and will be used to undertake a comparative assessment of Initial Proposals submitted by Proponents in response to this RFP. Guidelines for responding to the criteria are also set out below, and provide a more detailed indication of the Project Owner's requirements for evaluating each criterion.

**Guidance Note:** It is intended that certain parts of the Mandatory and Evaluation Criteria will overlap (for example, in relation to project experience). The Mandatory Criteria operate as threshold requirements, and set out the minimum levels which each Respondent must satisfy in order to advance in the Selection Process. On the other hand, the Project Owner will actually "score" Proponents against each Evaluation Criterion. The scoring process ensures that the Project Owner is able to compare or rate each Proponent against other Proponents.

RFP Phase Evaluation Criteria		
Criterion	Weight	Information required
<b>Evaluation Criterion 1:</b> Project experience	[x]%	<p>Demonstrate relevant current or previous experience with the design, construction, project implementation and construction management, of <i>[insert Project]</i>. For each project, the following information is required:</p> <ul style="list-style-type: none"> <li>(a) project name and location;</li> <li>(b) details of the works, roles and responsibilities carried out;</li> <li>(c) the number and details of company employees engaged in carrying out the roles and responsibilities;</li> <li>(d) details of Stakeholder liaison;</li> <li>(e) details of environmental compliance; and</li> <li>(f) client reference and contact details.</li> </ul> <p>Describe your approach to (providing evidence to support your explanations) project management and the plans and procedures that are developed and utilised to ensure that work is managed excellently.</p> <p>Describe your relevant experience and capability in managing the delivery of <i>[insert nature of Project]</i>.</p> <p>Provide details of any potential work in the next 6 months which would affect the availability of the resources that you have proposed for the project.</p>
<b>Evaluation Criterion 2:</b> Design and construction	[x]%	<p>Demonstrate organisational experience and track record in carrying out the design, construction and construction management of similar projects.</p> <p>Describe:</p> <ul style="list-style-type: none"> <li>(a) previous organisational experience in carrying out the design and design management on projects of a similar nature; and</li> <li>(b) how that experience will be brought into the project.</li> </ul> <p>Your response should identify the design and construction disciplines you manage and demonstrate your competencies to effectively manage these disciplines.</p>
<b>Evaluation Criterion 3:</b> People	[x]%	<p>Demonstrate that the proposed team is capable and have the necessary managerial, technical and leadership skills and experience to deliver excellent outcomes for the duration of the Project.</p> <p>Provide:</p> <ul style="list-style-type: none"> <li>(a) proposed organisation charts identifying names and positions;</li> <li>(b) for each candidate, a summary of their suitability to</li> </ul>

RFP Phase Evaluation Criteria		
Criterion	Weight	Information required
		<p>fulfil the role, details of previous alliance experience and previous client references. A 2 page CV may supplement this information and be submitted as an appendix to the Initial Proposal;</p> <p>(c) comment on the Project Owner's proposed alliance structure outlined in section 3.3 of this RFP. In particular, outline your proposed approach regarding the role of external advisors and the reporting and delegation methodologies in the alliance structure; and</p> <p>(d) comment on the availability of the nominated personnel to work for the duration of the Project.</p>
<b>Evaluation Criterion 4:</b> Culture and Philosophy	[x]%	<p>Describe the activities that will be undertaken during AD Phase to align the proposed project teams to the Alliance Principles and integrate a sustainability ethos into the Project Alliance.</p> <p>The Project Owner encourages Proponents to provide innovative suggestions that will assist the alliance in the pursuit of cost savings and enhance Project performance.</p> <p>Provide:</p> <p>(a) an outline of your proposed approach for ensuring that the Alliance Principles are integrated into the culture and decision making processes to be developed during the AD Phase, to ensure that the alliance achieves the Project Objectives; and</p> <p>(b) an outline of your proposed dispute resolution process which will enable disputes to be promptly addressed and resolved without protracted delay and expense.</p>
<b>Evaluation Criterion 5:</b> Acceptance of proposed legal and commercial arrangements	[x]%	<p>Demonstrate acceptance of the proposed contract documents, including the Project Alliance Agreement, Alliance Development Agreement and Commercial and Legal Framework.</p> <p>Provide a completed Attachment 4 detailing:</p> <p>(a) the clauses of the draft Project Alliance Agreement, draft Alliance Development Agreement and Commercial and Legal Framework which are not acceptable to the Proponent;</p> <p>(b) the Proponent's level of compliance with the clause; and</p> <p>(c) any explanation or comment as to the nature and extent of any non-compliance (including any proposed amendment).</p> <p>Specifically, the Project Owner seeks the Proponent's responses on:</p> <p>(d) the treatment of Reimbursable Costs;</p>

RFP Phase Evaluation Criteria		
Criterion	Weight	Information required
		<p>(e) the classification of costs as either Reimbursable Costs or Corporate Overhead and Profit;</p> <p>(f) the Risk or Reward Regime and appropriate risk caps for Proponents; and</p> <p>(g) the Proponent's proposed Corporate Overhead and Profit and the rationale for this figure or percentage.</p>
<b>Evaluation Criterion 6: Risk management and insurance</b>	[x]%	<p>Identify and assess key risks in delivering the Project and propose strategies for managing those risks.</p> <p>Although the premise of the alliance approach is the sharing of Project risks between the Participants, the Project Owner encourages Proponents to propose alternative risk allocations where this may be beneficial to the achievement of the Project Objectives.</p> <p>In the context of risk management, provide:</p> <p>(a) name of insurance companies;</p> <p>(b) policy type (e.g. public liability, PI);</p> <p>(c) policy expiry;</p> <p>(d) liability cap; and</p> <p>(e) relevant exclusions.</p>

## 7 Alliance Development Phase Selection Criteria

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Project Proposals submitted at the conclusion of the AD Phase will be evaluated using the selection criteria in sections 7.2 and 7.3.

### 7.1 Closing Date for Project Proposal

The Closing Date for submission of Project Proposals is [*insert time and date*]. Details regarding the format and submission requirements of the Project Proposal will be made available to Shortlisted Proponents following signing of the Alliance Development Agreement.

### 7.2 AD Phase Mandatory Criteria

AD Phase Mandatory Criteria	
<b>Mandatory Criterion 1:</b> RFP Phase Mandatory Criteria 1 – 6 continue to apply	During the AD Phase, Shortlisted Proponents will continue to be assessed against the RFP Phase Mandatory Criteria set out in section 6.2 of this RFP. Documentation and other supporting information must be re-submitted as part of the Project Proposal to facilitate assessment of the Proponent against RFP Phase Mandatory Criteria 1 – 6.

### 7.3 AD Phase Evaluation Criteria

**Guidance Note:** In cases where the Project Owner has developed a “Comparative TOC” during the AD Phase, the Project Owner may need to provide further information regarding how the “Comparative TOC” will be used by the Project Owner to assess AD Phase Evaluation Criterion 1. For further information regarding the development of a “Comparative TOC,” refer to *Guidance Note 5 - Developing the TOC in Alliance Contracting* available from the Department of Infrastructure and Transport Commonwealth of Australia, March 2011 (see [www.infrastructure.gov.au](http://www.infrastructure.gov.au)).



Alliance Development Phase Evaluation Criteria	
Criterion	Guidelines
<b>Evaluation Criterion 1:</b> TOC	<p>Proponents must, as part of the Project Proposal, tender a full target outturn cost (<b>TOC</b>) to reflect the proposed Project solution and the Commercial and Legal Framework.</p> <p>Proponents must also comment on potential events that could result in adjustment or variations to the TOC.</p> <p>The TOC will be evaluated for:</p> <ul style="list-style-type: none"> <li>• compliance;</li> <li>• completeness;</li> <li>• quantum;</li> <li>• margin;</li> <li>• risk and contingencies; and</li> <li>• innovations in pursuing cost savings and enhancing achievement of the Project Objectives.</li> </ul>
<b>Evaluation Criteria 2:</b> Project solution	<p>The Project solution will be analysed in terms of:</p> <ol style="list-style-type: none"> <li>(a) detailed design capability as detailed in the Proponent's Design Development Report;</li> <li>(b) proposed construction methodology and planning schedule;</li> <li>(c) Project management systems; and</li> <li>(d) any other documents required to be submitted as a deliverable under the Alliance Development Agreement.</li> </ol> <p>Presentations and clarification meetings conducted after submission of the Project Proposal will also be taken into consideration in the evaluation of these elements.</p> <p>The Proponent's understanding of the Project risks, approach to risk management, and the robustness and efficacy of the Proponent's risk management plan will be assessed.</p> <p>Provide all your detailed management plans (including, for example, a design management plan, construction management plan, IR plan, risk management or HR plan) demonstrating how the design and construction stage of the Project will be managed.</p>
<b>Evaluation Criteria 3:</b> People	<ol style="list-style-type: none"> <li>(a) Demonstrate that the proposed team is capable and has the necessary skills and experience to deliver the Project and achieve the Project Objectives;</li> <li>(b) Provide organisation charts (identifying names and positions for all key roles) and the details of each individual's experience and expertise to fulfil their assigned role;</li> <li>(c) Provide details of the proposed ALT members, their current positions, location and relevant experience. Explain how the ALT will provide governance and support leading to</li> </ol>

Alliance Development Phase Evaluation Criteria	
Criterion	Guidelines
	<p>achievement of the Project Objectives;</p> <p>(d) Demonstrate the availability and level of commitment of each individual identified in the organisation chart in the delivery of the Project;</p> <p>(e) Provide a summary of the suitability of each candidate identified with details of previous alliance experience. A short (e.g. two page) CV must be submitted; and</p> <p>(f) Provide the Proponent Team Protocols which the Proponent will comply with during the AD Phase.</p>
<b>Evaluation Criteria 4:</b> Understanding, ability and capacity to participate in this Alliance	<p>Provide details of the Proponent's:</p> <p>(a) overall approach to achieve the Project Objectives;</p> <p>(b) activity to develop a high performance culture;</p> <p>(c) stakeholder management;</p> <p>(d) performance of the Proponent's nominees for key leadership (ALT and AMT) roles; and</p> <p>(e) [Alliance Management Plan].</p> <p>This criterion will be evaluated from observations made by the Core Team and the Evaluation Team in the workshops and other interactions with the Proponent during the AD Phase. The Evaluation Team will also use feedback obtained from the Core Team and other stakeholders.</p>
<b>Evaluation Criteria 5:</b> RFP Response Evaluation Criteria	<p>The evaluation scores from the RFP Phase Evaluation Criteria will be re-evaluated to address any improvement or negative impacts observed, and to accommodate the level of confidence that the Evaluation Team gains in the Proponent throughout the AD Phase.</p>
<b>Evaluation Criteria 5:</b> Final Project Alliance Agreement	<p>The terms of the Project Alliance Agreement executed by each Shortlisted Proponent and submitted with the Project Proposal will be assessed in respect of their impact upon Project outcomes.</p>
<b>Evaluation Criteria 6:</b> Local Content	<p><b>Guidance Note:</b> This will need to be considered by each jurisdiction and inserted on a case-by-case basis. For example, Shortlisted Proponents for Victorian projects would usually be required to complete a Victorian Industry Participation Policy (VIPPP) Statement.</p>

## 8 Conditions of Tendering

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**Guidance Note:** The content of this section is provided as an example only. Formatting and submission requirements for Initial Proposals and Project Proposals will need to be determined by the Project Owner on a case-by-case basis. The Probity Practitioner could usually assist with this.

### 8.1 Proponent Agrees to Conditions of Tendering

By submitting an Initial Proposal or Project Proposal, the Proponent and each Member acknowledges and agrees that this section 8 binds them legally and is enforceable against them jointly and severally by the Project Owner.

### 8.2 Initial Proposal Structure

Unless otherwise approved by the Project Owner, the Initial Proposal must be submitted by way of the following four returnable attachments:

Attachment 1	Lodgement of Initial Proposal Form	-
Attachment 2	Deed Poll	-
Attachment 3	Information required for the RFP Phase Mandatory Criteria	No page limit
Attachment 4	Information required for RFP Phase Evaluation Criteria	100 pages maximum
Attachment 5	Appendices (Curriculum vitae, reference projects and other relevant documentation)	No page limit

### 8.3 Project Proposal Structure

The Project Owner will advise the Shortlisted Proponents of the required Project Proposal structure during the AD Phase.

### 8.4 Format of Initial Proposal

Page limits identified relate to single-sided A4 pages, font type and size must be Arial Narrow 11 with single line spacing and minimum 6 point spacing between paragraphs. The page limit includes all diagrams, charts, pictures, and the like. Material in excess of the page limits identified may not, in the Project Owner's discretion, be read or taken into account in the evaluation.

The Initial Proposal must be submitted in triplicate (one original and two copies) and be delivered in a sealed package or container, endorsed with the RFP number and title shown on the front cover of this RFP.

The information requested must be provided under the criterion heading only, and not relied upon by being placed elsewhere in the Initial Proposal.

Responses to the Mandatory Criteria must be provided as a separate volume and will not be included in the page limit for the Evaluation Criteria. However, a voluminous response to the Mandatory Criteria is not encouraged.

Two page (maximum) curricula vitae for key personnel should be submitted (as an appendix). Relevant recent projects, skills and alliance experience should be provided rather than a detailed career chronology.

Single page project information sheets for recent relevant reference projects may be included (as an appendix) but their relevance to the Project must be made clear.

Unreferenced corporate brochures, marketing material and the like is not necessary nor desired and will not be considered by the Evaluation Team.

## **8.5 Time for Lodgement**

The Proponent must lodge the Initial Proposal and Project Proposal by no later than the relevant Closing Date as set out in sections 6.1 and 7.1 of this RFP respectively. The Project Owner may, by written notice, extend the Closing Date for lodgement of either the Initial Proposal or Project Proposal.

## **8.6 Delivery by Post, by Hand or by Courier**

If delivered by hand or by courier, the Proponent must lodge its Initial Proposal and Project Proposal in the tender box at the following address:

***[insert address and relevant contact]***

If sent by post, the Initial Proposal or Project Proposal must be posted in sufficient time to enable the Project Owner's staff to lodge it in the tender box by no later than the Closing Date.

The Project Owner will not accept facsimile or email lodgement of the Initial Proposal or Project Proposal.

## **8.7 Late Proposals**

A late Initial Proposal or Project Proposal will not be considered by the Project Owner unless:

- (a) extenuating circumstances exist and are made known to the Project Owner, preferably before the Closing Date but otherwise at the time the Initial Proposal or Project Proposal is lodged; and
- (b) those circumstances are acceptable to the Project Owner, in the Project Owner's sole discretion.

## **8.8 Clarification of RFP Document and Addenda**

### **(a) Proponent requests clarifications**

If the Proponent is in doubt as to the meaning of this RFP or has any questions in relation to the Selection Process outlined in this RFP, the Proponent should contact:

***[insert relevant contact]***

All written responses to clarification requests will be scrutinised by the **[insert relevant adviser/team]**.

Clarification given by the Project Owner to a prospective Proponent may, at the Project Owner's discretion, be provided to other Proponents unless the Project Owner determines the response is specific to the Proponent's Initial Proposal or the Proponent has specifically requested that the response be restricted.

Where a Proponent has requested that a response be restricted, if the **[insert relevant adviser/team]** determines that the response needs to be distributed to all Proponents, then the Proponent will be notified and will be given the opportunity to withdraw the enquiry. Withdrawal of the enquiry will not restrict the Project Owner's right to vary this RFP.

(b) **Interaction between Project Owner and Proponents**

In order to manage potential probity risks, Project Owner staff (including the Core Team) will not be available to engage with Proponents during the Selection Process outside of the agreed structured processes. The structured processes include workshops, interviews, responses to written requests for information and the clarification process outlined in this section 8.8 of this RFP.

(c) **Alterations or clarifications to the RFP by the Project Owner**

The Project Owner may alter or clarify this RFP (including any aspect of the Selection Process) at any time prior to two business days before the Closing Date, by issuing a formal addendum to the RFP. The Project Owner will distribute addenda to each person or organisation of whom the Project Owner has a record of a copy of the RFP having been issued in hard copy or downloaded electronically from the Project Owner's tender website. The recipient must acknowledge receipt of each addendum in accordance with the receipt form accompanying the relevant addendum. Any addenda issued by the Project Owner become part of the RFP.

## **8.9 Request for clarification by Project Owner**

The Project Owner, including the Evaluation Team, may issue a written request for clarification to the Proponent in respect of any part of its Initial Proposal or Project Proposal. A Proponent who receives a clarification request must provide a written response to the request within 5 Business Days and the response will be treated by the Project Owner as forming part of the Proponent's Initial Proposal or Project Proposal (as applicable).

## **8.10 Probity**

**Guidance Note:** The Project Owner normally requires Shortlisted Proponents to enter into a Probity Deed in a form specified by the Project Owner during the RFP Phase. The Probity Deed would regulate the terms and conditions under which confidential information is disclosed by the Project Owner to Shortlisted Proponents and would outline the probity requirements and process applying through to the completion of the Selection Process. The Project Owner would need to include the form of Probity Deed as part of the RFP.

(a) **Probity Practitioner**

The Proponent acknowledges that the Project Owner may appoint a Probity Practitioner to monitor the Selection Process outlined in this RFP to ensure the Selection Process is applied fairly and equitably to all Proponents.

In the event the Project Owner appoints a Probity Practitioner, the Proponent must comply with any standards or guidelines issued by the Probity Practitioner.

(b) **Proposal Bond**

**Guidance Note:** It is an option for Project Owners to require that Shortlisted Proponents provide a proposal bond to secure performance of obligations during the AD Phase. This requirement and the amount of any such proposal bond should be assessed by the Project Owner on a case-by-case basis.

The Probity Deed requires Shortlisted Proponents to provide a proposal bond of \$[insert] million. Without limitation, the Project Owner will be entitled to make a demand under the proposal bond where:

- (1) the Shortlisted Proponent fails to comply with this RFP, the ADA [or the Probity Deed];
- (2) the Shortlisted Proponent is in breach of any document required to be executed by this RFP, the ADA [or the Probity Deed];
- (3) the Selection Process has been or may be jeopardised by any act or omission of the Shortlisted Proponent;
- (4) the Shortlisted Proponent is seeking to introduce, either formally or informally, whether in writing or otherwise, any variations or additions to its Initial Proposal or Project Proposal which were not identified by the relevant Closing Date;
- (5) the Shortlisted Proponent fails to use its best endeavours to negotiate or finalise the PAA; or
- (6) the circumstances referred to in clause [x] of the Probity Deed have occurred.

The proposal bond will be returned to Shortlisted Proponents at the completion of the Selection Process in accordance with the Probity Deed.]

## **8.11 Cost Borne by Proponents**

Subject to section 8.12 of this RFP, Proponents will bear entirely and exclusively all costs and expenses incurred in any way associated with developing, preparing and submitting their Initial Proposal and Project Proposal, including but not limited to attending meetings, site visits, interviews, workshops, etc., and providing any additional information required by the Project Owner irrespective of whether or not the Project or the Alliance proceeds or the Proponent's Initial Proposal or Project Proposal is accepted by the Project Owner.

## **8.12 Cost Borne by the Project Owner**

The Project Owner will contribute to the Shortlisted Proponents' cost of preparing the Project Proposal in the AD Phase.

Subject to, and in accordance with, clause 12 of the draft Alliance Development Agreement, the Project Owner will pay the Shortlisted Proponents the AD Payment Amount for submitting a Project Proposal and performing the Services under the Alliance Development Agreement.

The AD Payment Amount will be paid as a lump sum at the end of the Alliance Development Phase once the Project Owner is satisfied that the Project Proposal has

been submitted in accordance with the Alliance Development Agreement and this RFP and the Proponent has otherwise complied with the requirements of the Alliance Development Agreement and this RFP.

### 8.13 Conflict of Interest

The Proponent must disclose in its Initial Proposal and Project Proposal any circumstances, arrangements and understandings that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Proponent's obligations under this RFP, the Alliance Development Agreement or Project Alliance Agreement (if selected), and describe how it proposes to manage any actual or potential conflict of interest disclosed.

The Proponent and its respective officers, employees, agents and advisors must not place themselves in a position which may, or does give rise to a conflict of interest, or a potential conflict of interest, during the Selection Process. Should any actual or potential conflict of interest arise, the Proponent will immediately notify the Project Owner.

### 8.14 Consequences of Breach

If the Project Owner reasonably believes the Selection Process may be jeopardised or there has been a failure to comply with the RFP, the Alliance Development Agreement or any document required to be executed by the RFP, the Project Owner may:

- (a) exclude a Proponent from participating further in the Selection Process; and/or
- (b) cease to consider a Initial Proposal or Project Proposal if any Member within the Proponent fails to comply with the RFP.

### 8.15 Joint Ventures

If a joint venture is proposed by the Proponent or any of its Members, this must be disclosed in the Initial Proposal and, in that event, the Proponent is advised that the Project Owner may insist on the insertion of a new clause in the Alliance Development Agreement and Project Alliance Agreement to ensure that the Alliance Development Agreement and Project Alliance Agreement and their respective obligations take precedence over the terms of any joint venture agreement. To achieve this, the Project Owner will require disclosure of the joint venture agreement to the Project Owner, and may require input into the terms of the joint venture agreement prior to its execution.

### 8.16 Alternative Proposals

**Guidance Note:** The Project Owner should exercise caution when drafting engineering and design specifications for inclusion in the RFP documentation. This could unintentionally lead to the submission of alternative or „non-conforming“ proposals by Proponents. For example, highly prescriptive and detailed specifications may generate alternative proposals if Proponents suggest different or untested technology to deliver the Project that has not been reflected in the RFP documentation. Provided that the Initial Proposal is otherwise consistent with the requirements of the RFP, the Proponents should have the flexibility to propose innovative technological or engineering solutions that may enhance the Project.

All Proponents must submit Initial Proposals that comply with the requirements of the RFP. In addition, Proponents may also submit one or more alternative proposals where

material departures from the requirements of the RFP and attached documentation are proposed. The Project Owner will assess these alternative proposals at its discretion.

Alternative proposals must contain details of:

- (a) the financial impact on the Project Owner;
- (b) the proposed commercial and legal framework;
- (c) the operational impacts; and
- (d) the revised risk allocation arising from differences between the alternative proposal and the requirements set out in the RFP and attached documentation.

Proponents are advised to discuss the form of any alternative proposals with the Project Owner prior to lodgement.

### **8.17 Independent Experts**

The Project Owner may appoint independent experts, including commercial advisors, independent auditors, construction, engineering or technical experts to advise and assist it in the Selection Process. Each Proponent must provide every assistance and access to its information, documentation, records, accounts and personnel for the purpose of the independent expert performing the relevant role required by the Project Owner.

### **8.18 Related Entities**

The Project Owner requires Proponents to identify any Member that is a Related Body Corporate of another Proponent. In selecting the Initial Shortlist and Final Shortlist, the Project Owner may take into account the relationship between Proponents (including the existence of Related Bodies Corporate and common directorships).

### **8.19 Absence of Obligations**

Subject to this section 8, the Proponent, and each Member, by submitting an Initial Proposal or Project Proposal, acknowledges and accepts that no legal or other obligation in respect of the undertaking of the Project or otherwise in relation to the Project or the Selection Process will arise between the Proponent and the Project Owner until all necessary approvals and consents in relation to the Project and the Project Alliance Agreement (including Ministerial approvals and consents) have been obtained and the Project Alliance Agreement has been executed.

### **8.20 Acknowledgments**

The Proponent, and each Member, by submitting an Initial Proposal or Project Proposal, acknowledges and accepts that the Project Owner has an absolute and unfettered discretion and is not required to give reasons for its decisions with respect to:

- (a) the preparation of this RFP, the preparation of the Alliance Development Agreement or the Project Alliance Agreement, the evaluation of the Initial Proposal or Project Proposal, the selection of the two Shortlisted Proponents and the selection of the Successful Proponent;
- (b) the amendment of this RFP, including changing the procedures or any aspect of the Selection Process and evaluation process set out in this RFP and the



Alliance Development Agreement at any time prior to the execution of the Project Alliance Agreement;

- (c) its decision not to shortlist or select or prefer any Proponent;
- (d) its decision to refuse to consider or reject any Initial Proposal or Project Proposal lodged by a Proponent;
- (e) its decision whether or not to proceed with the Project at all or in the manner described in this RFP;
- (f) its decision to cancel this RFP and/or the evaluation and selection process outlined in this RFP at any time; or
- (g) whether or not it executes an Alliance Development Agreement or the Project Alliance Agreement.

The Proponent or any Member is not entitled, in any jurisdiction, to challenge any decision by the Project Owner relating to this RFP or the evaluation, shortlisting and selection process outlined in this RFP, including any decision regarding:

- (h) the preparation of this RFP, the preparation of the Alliance Development Agreement or the Project Alliance Agreement, the evaluation of the Initial Proposal or Project Proposal, the selection or appointment of one or more Shortlisted Proponents at the end of RFP Phase and the selection of the Successful Proponent at the end of AD Phase;
- (i) any amendment of this RFP, including changing the procedures or any aspect of the selection and evaluation process set out in this RFP and the Alliance Development Agreement at any time prior to the execution of the Project Alliance Agreement;
- (j) a decision not to shortlist or select or prefer any Proponent;
- (k) a decision not to proceed with the Project at all or in the manner described in this RFP;
- (l) a decision to cancel this RFP and/or the evaluation and selection process outlined in this RFP at any time ; or
- (m) whether or not it executes an Alliance Development Agreement or the Project Alliance Agreement.

The Proponent acknowledges that the conditions of this RFP:

- (n) confer obligations only on the part of the Proponent and do not confer any rights in favour of the Proponent; and
- (o) are for the benefit of the Project Owner.

The Proponent and each Member releases the Project Owner and its officers, agents and employees from any claim, action, demand, suit, proceeding, cost, loss, expense or damage which they have, or but for this provision may have had, arising out of or in connection with this RFP or the evaluation and selection process outlined in this RFP.

## **8.21 Prohibition on amendment or withdrawal of Proposal**

By submitting an Initial Proposal or Project Proposal, the Proponent agrees not to withdraw, replace, amend or supplement the Initial Proposal or Project Proposal unless requested to do so by the Project Owner.

Initial Proposals and Project Proposals will remain valid and binding on the Proponent and capable of acceptance by the Project Owner for 6 months from the date of lodgement.

## **8.22 Intellectual Property**

Once submitted, the Initial Proposal and Project Proposal together with any supporting information are the property of the Project Owner. The Project Owner is authorised to copy, disclose and use the whole or any part of the Initial Proposal and Project Proposal, together with any supporting information, for the purposes of the Project, notwithstanding that the particular Proponent has not been selected as a Shortlisted Proponent or is not the Successful Proponent.

## **8.23 Conformity**

The Initial Proposal and Project Proposal must conform to the requirements of this RFP and any Initial Proposal or Project Proposal which does not conform may not be considered. The Project Owner reserves the right, in its absolute discretion, to decide whether or not an Initial Proposal or Project Proposal conforms and whether or not it will consider any Initial Proposal or Project Proposal that is deemed to not conform.

## **8.24 Consistency with earlier undertakings**

The Proponent must comply with and must not amend any undertaking given by that Proponent at any prior stage of the Selection Process. For the avoidance of doubt, this includes the signed undertaking provided by the Proponent as part of its EOI Response.

## **8.25 Disclaimer**

The information, statement and any representations in this RFP or any other documents referred to in this RFP may contain errors or omissions and may be inaccurate or misleading. There may be other information or documents in the knowledge or possession of the Project Owner which are relevant to the tender process but which have not been provided to the Proponent or to which no reference has been made.

## **8.26 Proponent deemed to have Informed Itself**

The Proponent is deemed to have made its own enquiries and satisfied itself as to the accuracy and completeness of the information and documents provided. Despite whatever information is provided or obtained by the Proponent from the Project Owner or its officers, employees, consultants, contractors, agents or others, or withheld thereby, the Proponent must rely only upon itself and its advisers and its own evaluation of the Project and of risk in connection with or arising in connection with its Initial Proposal or Project Proposal or the Project.

By submitting an Initial Proposal or Project Proposal, a Proponent will be taken to:

- (a) have examined all information and documents which are relevant to the Project and their effect on its Initial Proposal or Project Proposal;
- (b) be satisfied as to the accuracy of its Initial Proposal or Project Proposal; and
- (c) warrant and represent to the Project Owner that the information in the Initial Proposal or Project Proposal and any other information made available by or on behalf of the Proponent to the Project Owner is true and accurate and does not contravene section 18 of Schedule 2 (Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth).

## **8.27 Confidentiality**

The Project Owner will hold each submitted Initial Proposal or Project Proposal in confidence to the extent permitted by law and to the extent the Initial Proposal or Project Proposal contains information not in the public domain.

Except if required by law or by the rules of a stock exchange on which the Proponent is listed, Proponents must not make or authorise, and must procure an undertaking that its Related Bodies Corporate do not make or authorise, a press release or other public statement relating to:

- (c) the content of its Initial Proposal or Project Proposal;
- (d) any information provided or made available by or on behalf of the Project Owner;
- (e) whether or not the Proponent has ceased to participate in the Selection Process; and
- (f) any decision of the Project Owner or any other communication between the Proponent and the Project Owner relating to the RFP Phase, without the prior written consent of the Project Owner.

## **8.28 Privacy**

Any personal information collected as part of the Selection Process will be handled in accordance with the applicable privacy laws.

The Proponent warrants that it has obtained consent from all relevant individuals for Sensitive Information provided in the Initial Proposal and Project Proposal and has otherwise complied with the *Privacy Act 1988* (Cth) in relation to the Sensitive Information.

## **8.29 Continuing obligations**

The obligations of the Proponent under this RFP survive the termination, completion or expiry of the Selection Process.

## **8.30 Further Enquiries by the Project Owner**

To the extent permitted by law, the Project Owner may, in its absolute discretion, make enquiries of any referee, client (including the Project Owner), client representative (including a client representative of the Project Owner) or any other person (including, any person employed by or associated with the Project Owner) to assist in establishing the reliability, suitability and credibility of the Initial Proposal, Project Proposal, a

Proponent, any Member of a Proponent's team and any proposed subcontractor or consultant, and the accuracy of any information provided.

By submitting an Initial Proposal or Project Proposal, the Proponent irrevocably consents to:

- (a) the disclosure by any person to the Project Owner or its representatives of information concerning an Initial Proposal, a Project Proposal, a Proponent, any Member of a Proponent's team or its representatives or subcontractors for the purpose of the Project Owner exercising the above right; and
- (b) the Project Owner, at its absolute discretion, having regard to:
  - (1) its, and its advisers' previous experience and dealings with the Proponent or any Member; and
  - (2) any information about the Proponent or any Member which is in the public domain.

### **8.31 Proponent to Inform**

The Proponent must promptly inform the Project Owner, in writing, of any material change:

- (a) to any of the information contained in the Initial Proposal or Project Proposal;
- (b) in circumstances that may affect the truth, completeness or accuracy of any of the information provided by the Proponent in connection with the Initial Proposal or Project Proposal; or
- (c) which could impact adversely on the Proponent's ability to perform obligations relating to the Project.

### **8.32 Selection Criteria**

The Project Owner reserves the right, at its absolute discretion, to:

- (a) vary or amend Selection Criteria at any time prior to the commencement of the relevant Phase;
- (b) accept or reject any Initial Proposal or Project Proposal at any time irrespective of the extent to which it satisfies any of the Selection Criteria; and
- (c) where weightings are not shown give preference to any one or more of the Selection Criteria over the other Selection Criteria.

### **8.33 Governing Law and Compliance**

This RFP is governed by the laws of the State of [*insert State*] and the parties irrevocably submit to the courts of that jurisdiction.

Each Proponent must comply with all relevant laws in participating in the Selection Process.

### **8.34 Others to be bound**

Each Member will ensure that any person to whom it supplies the RFP will, in relation to the use, return and liability for the RFP will be bound by the same terms or terms in or to the same effect as those contained in this RFP, or when executed the Alliance Development Agreement.

Table of contents

---

**Commercial framework..... 43**

**Scope of Works ..... 45**

**Project Alliance Agreement..... 46**

**Alliance Development Agreement..... 47**

## Commercial framework

---

### 1 Introduction

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The purpose of this document is to outline the proposed Commercial Framework for the Project. Although this proposed Commercial Framework provides guidance as to the Project Owner's preferred commercial arrangements for the Project, Proponents may wish to propose alternative technical and/or commercial arrangements by identifying why and how the alternative would be beneficial to the achievement of the Project Objectives.

This proposed Commercial Framework will be used as the starting point for commercial discussions with the Shortlisted Proponents selected to proceed to the AD Phase. The final Commercial Framework for the Alliance will be developed and agreed with the Project Owner and the Shortlisted Proponents during the AD Phase and shall be documented in the Project Alliance Agreement submitted as part of the Project Proposal.

### 2 Commercial Principles

---

**Guidance Note:** The Commercial Principles illustrated in this Schedule 1 will need to be amended as necessary by the Project Owner to reflect the specific Commercial and Legal Framework developed for the Project.

The Project Owner is committed to achieving commercial and business outcomes that will provide value for money to the State. There are a number of commercial principles which inform the Commercial and Legal Framework.

- all Participants are jointly responsible for achieving the Project Objectives;
- 100% open and transparent accounting;
- actual cost reimbursement;
- performance that fails to achieve MCOS Performance leads to liability under the Risk or Reward Regime;
- collective assumption of risk in accordance with the Risk or Reward Regime;
- the Non-Owner Participants remuneration is commensurate with their performance; and
- the Non-Owner Participants are incentivised to achieve the Project Objectives.

## 3 Commercial Framework

---

The Non-Owner Participants will be remunerated in accordance with the following three elements: Reimbursable Costs, Corporate Overhead and Profit and the Risk or Reward Regime.

Proponents must refer to Schedules 5 to 7 of the draft Project Alliance Agreement for further details on each element of the Project Owner's proposed Commercial Framework. The final definition of each element will be agreed during the AD Phase.

### 3.1 Reimbursable Costs

Non-Owner Participants will be reimbursed for direct project costs and indirect project specific overhead costs which are actually and reasonably incurred in the performance of the Works.

### 3.2 Corporate Overhead and Profit

Corporate Overhead and Profit provides the only contribution (other than under the Risk or Reward Regime) to the Non-Owner Participants' required profit margin and corporate overheads. Proponents must tender their proposed Corporate Overhead and Profit in the Initial Proposal.

The Proponent's Corporate Overhead and Profit expectations must reflect an equitable return for delivering the Project for the TOC whilst achieving MCOS Performance in each of the KRAs within an alliance environment.

The Project Owner considers that Corporate Overhead and Profit expectations within an alliance environment should reflect the benefits of the alliance approach, including the collective assumption of risk by all alliance participants.

### 3.3 Risk or Reward Regime

Under the Risk or Reward Regime, an amount is payable or deductible (as the case may be) depending on the Participants' collective performance.

The Risk or Reward Regime set out in Schedule 7 of the draft Project Alliance Agreement has been designed to:

- incentivise Participants to achieve the Project Objectives set out in the Project Owner's VFM Statement; and
- reward Participants for [exceptional] performance in the Project Objectives, including both price and non-price performance.

**Guidance Note:** This should be amended by the Project Owner if exceptional performance is not required by the Project Owner's Value for Money Statement.

The Risk or Reward Regime comprises both the payment of reward amounts by the Project Owner to the Non-Owner Participants and the payment of liability amounts by the Non-Owner Participants to the Project Owner.

**Guidance Note:** Refer to the Practitioners' Guide to Alliance Contracting for further guidance and information regarding the development of the Risk or Reward Regime and the alternative structures that the Project Owner may wish to consider.



## Schedule 2

### Scope of Works

---

*[Project Owner to insert detailed Scope of Works required to deliver the Project]*

## Schedule 3

### Project Alliance Agreement

---

**Guidance Note:** The draft form Project Alliance Agreement, including the Project Owner's VFM Statement, will form the basis for the development of the final Project Alliance Agreement which will be entered into between the Project Owner and the Successful Proponent.

## Schedule 4

### Alliance Development Agreement

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**Guidance Note:** The Alliance Development Agreement will be entered into between the Project Owner and the Shortlisted Proponents.

## Attachments

### Table of contents

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<b>Lodgement of Initial Proposal / Project Proposal Form.....</b>	<b>49</b>
<b>Deed Poll.....</b>	<b>50</b>
<b>Information required for RFP Phase Selection Criteria .....</b>	<b>52</b>
<b>Comments on draft Project Alliance Agreement and Alliance Development Agreement</b>	<b>53</b>
<b>Information required for AD Phase Selection Criteria .....</b>	<b>55</b>

# Attachment 1

## Lodgement of Initial Proposal / Project Proposal Form

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### 1 Proponent details

Registered Business Name : .....

ACN or ARBN : ..... ABN : .....

### 2 Contact details

Registered Business Address: .....

.....

Telephone No. : .....

Facsimile No. : .....

Email Address : .....

Website : .....

Names and positions of two senior personnel who may be contacted for further information, if required.

Name #1: ..... Job Title : .....

Phone No. : ..... Facsimile Number : .....

Mobile Telephone : ..... E-mail address : .....

Name #1: ..... Job Title : .....

Phone No. : ..... Facsimile Number : .....

Mobile Telephone : ..... E-mail address : .....

### Deed Poll

---

**We:**

.....

Name

.....

Of

.....

.....

Address

- (a) declare that the particulars included in this Initial Proposal / Project Proposal are true and correct in every detail;
- (b) authorise the Project Owner, or its delegate, to undertake any investigation to prove the truthfulness of the statements and documents submitted as part of this Initial Proposal / Project Proposal and to obtain clarification and information thereon;
- (c) declare that if successful and the Project Alliance Agreement is entered into, it will not, to the best of our knowledge, adversely effect or conflict with any current contractual commitments that we otherwise have with the Project Owner;
- (d) declare that we are not currently involved in similar agreements to the Alliance Development Agreement and Project Alliance Agreement that are being proposed to be negotiated following this RFP process, with any other organisation, which may adversely effect or cause a conflict of interest in the future and we agree to immediately advise the Project Owner if we enter into such an agreement following the submission of this Initial Proposal / Project Proposal;
- (e) understand that the Project Owner reserves the right, at its sole discretion, to reject or accept any Initial Proposal / Project Proposal received, cancel this Selection Process or the ADA Phase, or reject all Initial Proposals / Project Proposals received, and that the Project Owner will not be liable in any way whatsoever for those actions or be under no obligation to inform us of the grounds therefore;
- (f) have declared, in accordance with section 8.13, any circumstances, arrangements, understandings that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Proponents' obligations under this RFP; and

- (g) have declared, in accordance with section 8.18, the existence of Related Bodies Corporate and common directorships and where this exists we have provided the processes and procedures put in place or to be put in place by us or the related body to address probity and competitiveness issues to preserve effective competition and probity within and between Proponents and ensure that the participation of the Related Body Corporate is unlikely to have an adverse effect on achieving best value for money for the Project Owner.

In this Deed, capitalised terms not defined in this Deed have the meaning given to them in the RFP.

**Executed as a Deed Poll on** .....

[Day]

[Month]

[Year]

**Signature:** .....

**Print Name:** .....

**Position:** .....

In the presence of:

**Signature of Witness:** .....

**Print Name of Witness:** .....

### Information required for RFP Phase Selection Criteria

---

Proponents are requested to provide sufficient information to allow the Evaluation Team to assess the Initial Proposal against the RFP Phase Selection Criteria. Initial Proposals must be structured according to the following headings:

#### **1 RFP Phase Mandatory Criteria**

---

- 1.1 Mandatory Criterion 1: [insert]**
- 1.2 Mandatory Criterion 2: [insert]**
- 1.3 Mandatory Criterion 3: [insert]**
- 1.4 Mandatory Criterion 4: [insert]**
- 1.5 Mandatory Criterion 5: [insert]**
- 1.6 Mandatory Criterion 6: [insert]**

#### **2 RFP Phase Evaluation Criteria**

---

- 2.1 Evaluation Criterion 1: [insert]**
- 2.2 Evaluation Criterion 2: [insert]**
- 2.3 Evaluation Criterion 3: [insert]**
- 2.4 Evaluation Criterion 4: [insert]**
- 2.5 Evaluation Criterion 5: [insert]**
- 2.6 Evaluation Criterion 6: [insert]**



## Attachment 4

### Comments on draft Project Alliance Agreement and Alliance Development Agreement

---

In accordance with Evaluation Criterion 5 of the RFP Phase Selection Criteria, Proponents are required to indicate their acceptance of the proposed legal and commercial arrangements.

To assist in the evaluation of Initial Proposals, the Proponent should indicate which clauses of the Alliance Development Agreement and Project Alliance Agreement are not acceptable to them and should explain its reasons for reaching that conclusion. Any additional or substitute wording or replacement clauses should be included in the tables.

The Proponent will be taken to have accepted clauses which are not listed below.

#### 1.1 Comments on draft Project Alliance Agreement

Clause	Level of compliance	Comment	Proposed amendment (if any)
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>

#### 1.2 Comments on draft Alliance Development Agreement

Clause	Level of compliance	Comment	Proposed amendment (if any)
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>

### 1.3 Comments on Commercial Framework

Clause	Level of compliance	Comment	Proposed amendment (if any)
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>

## Information required for AD Phase Selection Criteria

---

Proponents are requested to provide sufficient information to allow the Evaluation Team to assess the Project Proposal against the AD Phase Selection Criteria. Project Proposals must be structured according to the following headings:

### **1 AD Phase Mandatory Criteria**

---

1.1 Mandatory Criterion 1: [insert]

### **2 AD Phase Evaluation Criteria**

---

2.1 Evaluation Criterion 1: [insert]

2.2 Evaluation Criterion 2: [insert]

2.3 Evaluation Criterion 3: [insert]

2.4 Evaluation Criterion 4: [insert]

2.5 Evaluation Criterion 5: [insert]

2.6 Evaluation Criterion 6: [insert]

