



Government of Western Australia
Public Transport Authority

Alt. 3

Perth City Link Rail Project

Request for Proposals to Form an Alliance RFP No 2010018

**INITIAL PROPOSALS CLOSE 11:00 AM WESTERN AUSTRALIAN TIME ON
Thursday, 24 June 2010**

THE INITIAL PROPOSAL MUST BE LODGED IN THE TENDER BOX, LOCATED AT:
GROUND FLOOR, SECURITY DESK
PUBLIC TRANSPORT CENTRE
WEST PARADE, PERTH
WESTERN AUSTRALIA 6000

DELIVERY BY MAIL, FACSIMILE OR EMAIL IS NOT ACCEPTABLE

29th April 2010

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Term	Meaning
Basis of Design and Construction (BDC)	the document prepared by the PTA that describes its specific requirements for the design and construction, scope of works and technical criteria.
Best for Project	means a determination, decision, outcome, solution or resolution taken by the Alliance that is consistent with the Alliance Principles and the Participants' undertaking and commitment to work together to achieve all of the Project Objectives.
Closing Date	the nominated date for submission of the Initial Proposal as shown on the front cover of this RFP or as that date is extended in accordance with this RFP.
Closing Time	the nominated time on the Closing Date by which the Initial Proposal must be submitted as shown on the front cover of this RFP or as that time is extended in accordance with this RFP.
Commercial Framework	the commercial framework outlined in <u>Appendix D</u> of this RFP.
Concept Design Drawings	the drawings available on the Tenders WA Website that accompanies this RFP, which is available by contacting the person nominated in <u>section 7.2</u> of this RFP.
Contingencies	has the meaning given to this term in the PAA.
Core Team	the team of PTA personnel defined in the ADA.
Direct Costs	has the meaning given to this term in the PAA.
Disclosed Information	<p>the following information (of whatever nature, including written, graphical, electronic, oral or in any other form) which is either directly or indirectly disclosed to, or otherwise obtained by or on behalf of, a Respondent or the Respondent's Associates, in respect of or in connection with the Project or the Procurement Process:</p> <ul style="list-style-type: none"> (a) this RFP; (b) Information Documents; (c) any material disclosed during the interview, Financial Establishment Audit or the final selection workshop contemplated by <u>section 5</u> of this RFP or any other meetings or workshops conducted pursuant to this RFP; (d) all material disclosed in presentations or briefings by or on behalf of the PTA or the PTA's Associates in connection with the Project during the Procurement Process; (e) all discussions and negotiations between the PTA and

Term	Meaning
Intellectual Property Rights (IPR)	all intellectual property rights and interests (including common law rights and interests), including all: (a) patents, trademarks, service marks, copyrights, registered and unregistered designs, trade names, domain names, symbols and logos; (b) patent applications and applications to register trademarks, service marks and designs; (c) methods, plans, data, drawings, specifications, characteristics, inventions, improvements, know how, experience, trade secrets, confidential information or other information; and (d) licences or similar user rights in respect of any such rights and interests.
Margin	an amount or percentage for corporate overhead and profit.
MCOS	has the meaning given to this term in the PAA.
Member	each of the separate legal entities comprising a Respondent and any legal entity on behalf of which the Respondent lodges an Initial Proposal (whether a member of a consortium, a joint venture or otherwise).
Non-Owner Participant (NOP)	a party to the PAA other than the PTA.
Participant	a party to the PAA.
Perth City Link Bus Project	the works identified in Part 2 of the HUB Master Plan – New Underground Wellington Street Bus Station.
Preferred Proponents	the two Respondents selected by the PTA as the Preferred Proponents to proceed to the ADA Stage and to enter into separate ADAs with the PTA.
Present Value	the discounted cash flow of all annual payments using the discount rate of 6% before tax.
Probity Adviser	the adviser referred to in <u>section 7.3</u> of this RFP.
Procurement Process	the process set out in this RFP from the issue of this RFP to the selection of the Successful Proponent.
Project	the Perth City Link Rail project being the works identified in Part 1 of the HUB Master Plan – Lowering of the Fremantle Railway in Perth and associated works as described in general terms in <u>section 3.1</u> of this RFP (excluding the Perth City Link Bus Project).

Term	Meaning
Risk/ Reward Regime	the regime described in <u>Appendix D</u> of this RFP.
Scope of Work	the scope of work which identifies the scope of the engineering disciplines and other construction related responsibilities required for the Works, that accompanies or is available with this RFP (refer <u>section 3.5</u> and <u>Appendix E</u>).
Specialist Consultants	the person(s) possessing the areas of specialty set out in <u>section 3.11</u> of this RFP.
Successful Proponent	one of the two Preferred Proponents the PTA selects, following the ADA Stage, to execute the PAA and to deliver the Project.
Target Outturn Cost (TOC)	the target estimate of the cost of completing the design, construction and commissioning of the Project including all Direct Costs, Contingencies and Margin.
Threshold Requirements	each of the discrete threshold requirements set out in the table included in <u>section 6.3</u> .
Whole of Life (WOL) Costs	the Present Value of the costs of design, construction, commissioning, operation and maintenance of an asset over its projected design life as set out in the Scope of Work.
Works	all the work to be carried out by the Successful Proponent pursuant to the PAA to design, construct and commission the Project.

2.3 Overview of Procurement Process and Contracting Structure

- (a) Without limiting section 5 and by way of an overview only, Respondents should note that the PTA intends to select the Successful Proponent pursuant to two key stages (being the RFP Stage and the ADA Stage) and to deliver the Project during the PAA Stage.
- (b) In general terms, Respondents are required:
 - (1) during the RFP Stage:
 - (A) to prepare and submit an Initial Proposal; and
 - (B) if appointed as a selected Respondent and a shortlisted Respondent, to attend an interview, audit or workshop (as the case may be) in accordance with the detailed requirements set out in section 5;
 - (2) during the ADA Stage (if appointed as a Preferred Proponent):
 - (A) to enter into the ADA (a draft of which is included in Appendix F to this RFP); and
 - (B) to perform the services set out in general terms in section 5.3.3 of this RFP in accordance with the ADA (including to prepare and submit a Final Proposal).
- (c) At the completion of the ADA Stage, the PTA will select the Successful Proponent to enter into the PAA (a draft of which is included in Appendix G to this RFP) and to deliver the Project (during the PAA Stage). The PAA incorporates an alliance based contracting approach.
- (d) The Respondent is referred to and should familiarise itself with the ADA and the PAA.

3.2 Perth City Link Bus Project

While the Project does not comprise the Perth City Link Bus Project, the Perth City Link Bus Project may be added to the Project during the delivery period.

In general terms, the Perth City Link Bus Project comprises:

- (a) relocation of the Wellington Street Bus Station (WSBS) to an underground structure located immediately south of the Fremantle Line rail tunnel;
- (b) the demolition of the existing WSBS buildings; and
- (c) the construction of temporary 'on street' facilities in Wellington Street for the relocation of the WSBS operations during the construction of the new bus station.

The HUB Master Plan Part 2: New Underground Wellington Street Bus Station is available by downloading it from the Tenders WA website or obtainable by contacting the person nominated in section 7.2 of this RFP.

3.3 Programme for the PAA Stage

Construction milestones for the PAA Stage are:

Execution of PAA	February 2011
Commence on site	2 nd quarter 2011
Practical completion	31 st July 2014

A notional construction schedule GANTT chart, based on an assumed, desirable railway staging plan, is provided in Appendix L.

Respondents should note that the schedule included in Appendix L includes milestones for the construction of Forward Works and the Perth City Link Bus Project, which do not form part of this Project.

3.4 Status of Existing Design

- (a) The PTA has developed a concept design for the Works for the purpose of obtaining the Project approvals. The PTA concept designs are contained in the Concept Design Drawings.
- (b) The PTA does not warrant, guarantee or represent that the Concept Design Drawings represent the most effective design solution.
- (c) The PTA may continue to undertake investigation and design for the purpose of comparative evaluation of the Final Proposals.
- (d) The Preferred Proponents must prepare a design for the Project, during the ADA Stage, (sufficiently detailed to support the development of a TOC) in accordance with the Project Requirements.

3.5 Information Documents

The following information is provided to Respondents for the purposes this RFP:

- (a) the HUB Master Plan Part 1: Lowering of the Fremantle Railway in Perth;
- (b) the HUB Master Plan Part 2: New Underground Wellington Street Bus Station; and
- (c) Concept Design Drawings;

3.9 Forward Works Contracts

The lowering of the Fremantle railway lines under the west of the Horseshoe Bridge involves removing a significant portion of the existing platforms at Perth railway station. As a consequence, and to ensure continuity of train services during the Project, the PTA is undertaking an extension and refurbishment of its platforms under the eastern concourse and Barrack Street road bridge. These works are being undertaken under separate Forward Works contracts issued by the PTA during 2010.

There may be a need for coordination of interfaces between the Works and the Forward Works.

3.10 Early Investigation Works and Data

The PTA has engaged a number of organisations to undertake early investigation works and design scoping for the Project. A list of the early investigation reports and data completed prior to this RFP is provided in Appendix J. Respondents are able to access these documents either via the Tenders WA website or the person nominated in section 7.2.

Section 3.12 lists investigation work that will continue through the RFP Stage. The organisations that carry out this work are eligible to be included in Respondent teams but will be subject to strict probity requirements.

The Initial Proposals do not have to take into account or consider the investigation work which will be carried out during the RFP Stage.

Reports in relation to these investigation works will be available to the Preferred Proponents at the commencement of the ADA Stage.

3.11 PTA to Appoint Specialist Consultants

The PTA requires Respondents to exclude information in respect to the following engineering disciplines and work tasks from the Initial Proposal (and as such section 6 should be read accordingly):

- (a) signalling design and verification;
- (b) train control changes, design, verification and implementation;
- (c) communication systems design verification, installation and integration verification including the following systems:
 - (1) SCADA monitoring and control for station services;
 - (2) PA/EWIS;
 - (3) CCTV surveillance and recording;
 - (4) Passenger Information Displays;
 - (5) Fare gate and ticketing systems installation;
 - (6) Radio and telephony services;
 - (7) Driver Assist Video System;
 - (8) Fibre based transmission systems;
- (d) overhead traction infrastructure design and verification, including earthing and bonding;

3.13 PTA to Pre-qualify Railway Infrastructure Contractors

The PTA will provide a list of prequalified subcontractors to carry out railway infrastructure works and dewatering as follows:

- (a) signalling installation;
- (b) train control changes and implementation;
- (c) SCADA system installation;
- (d) PA System/EWIS installation;
- (e) CCTV installation;
- (f) PIDS installation;
- (g) fare gate and ticketing systems installation;
- (h) DAVS installation;
- (i) Radio and telephony systems installation; and
- (j) Dewatering – contractor responsible for ground water management, dewatering treatment, recharge and offsite disposal.

The list of pre-qualified subcontractors will be provided to the Preferred Proponents during the ADA Stage to enable the Preferred Proponents to prepare their Final Proposals on the basis of the list of pre-qualified subcontractors and the design information prepared by PTA Specialist Consultants.

The Successful Proponent must procure competitive tenders from the pre-qualified subcontractors during the PAA Stage in accordance with the procurement plan the Successful Proponent provides in accordance with the requirements set out in the PAA.

3.14 PTA Alliance Personnel

PTA will contribute the following positions in the Alliance management structure:

- (a) Finance Manager;
- (b) Environmental Manager;
- (c) Railway Operations Coordination Manager; and
- (d) Railway Systems Commissioning Manager.

In addition, the PTA will be responsible for all communications to the media, the Government, PTA passengers and the general public as well as providing an interface point with major stakeholders such as Perth City Council, EPRA and other government agencies.

Refer to Appendix K for a draft organisation chart showing these positions.

Alliance. It is expected that the ALT will agree processes to ensure that it can manage all usual Alliance business.

- (d) The ALT will appoint an Alliance Manager who will report directly to the ALT and who will lead and manage the Alliance Management Team.
- (e) With the exception of the PTA's members for the AMT set out in section 4.4, all members of the AMT will be selected on a 'best person for the job' basis. It is expected that all AMT members will be engaged full time in the Alliance and will provide day-to-day leadership of the Alliance organisation. The intention is that the Alliance organisation structure will reflect a single 'virtual organisation' with no duplication of responsibilities.
- (f) The ALT will be required to develop and implement strategies to ensure that the Alliance organisation is established and sustained for the duration of the Project. In this respect, an Alliance Management Plan will need to be developed during the ADA Stage and submitted as part of the Final Proposal.
- (g) The structure, responsibilities and accountabilities of the ALT and AMT, set out in schedules 3 and 4 of the PAA, will be further developed, as necessary, with the Preferred Proponents during the ADA Stage.

4.3 Core Capabilities within the Alliance

The PTA expects that the Successful Proponent will bring certain specific capabilities to the Project. The table below indicates the core capabilities expected from, and tasks to be undertaken by, the Successful Proponent and the PTA.

Core Capability / Resource / Skill Area	Core Capabilities	
	PTA (including its consultants)	Successful Proponent (within its Members)
Planning approvals	●	
Preliminary designs/concepts	●	
Design and construction civil, structural, mechanical, electrical, hydraulics, architectural		●
Geotechnical and hydro-geological design verification	●	
Design traction power supply and o/h catenary systems	●	
Design and commission railway signalling and communications systems	●	
Construct/install railway signalling and communications systems		●

PTA nominated ALT and AMT personnel are subject to confirmation by the start of the ADA Stage.

4.5 Value For Money Principle

The value for money principle is aimed at achieving the best possible return from expenditure, recognising that this may not necessarily amount to purchasing at the lowest price to specification.

As such, the value for money principle embraces among other things, the total cost of the Works over their projected design life, fitness for purpose, timely delivery and local support. It also includes an assessment of the wider benefits it may contribute to Government objectives in areas such as business and industry development, environmental protection, energy conservation and related matters.

The PTA intends that value for money will be delivered by among other things, engaging two Preferred Proponents under an ADA during the ADA Stage to each prepare a Final Proposal (including the TOC) and subsequently by ensuring that any changes are tested on the basis of achieving the Project Objectives and meeting the requirements of the BDC at least cost.

The PTA expects that value management and engineering techniques will be used during the ADA Stage and the PAA Stage.

More specifically, the NOPs must embrace the following business rules within the context of the procurement plan to be submitted as part of the Final Proposal during the ADA Stage:

- (a) all subcontracts are to be competitively procured with full scope and specification;
- (b) adherence to Project milestones and deliverables;
- (c) independent verification of all design decisions;
- (d) demonstrable adherence to total quality management through design and construction; and
- (e) demonstrable attention to minimising Whole of Life Costs.

4.6 Commercial Framework

The proposed Commercial Framework for the Alliance is outlined in Appendix D and is further detailed in the PAA.

- commercial personnel and any other independent advisers selected by the PTA.
- (d) The Members of each of the selected Respondents will be required to participate in the Financial Establishment Audit.
 - (e) The primary purpose of the Financial Establishment Audit is to obtain sufficient information from each Member as to:
 - (1) its company results for the last 3 financial years;
 - (2) its cost accounting structure;
 - (3) its business make up;
 - (4) its proposed salary costs and salary on-costs;
 - (5) the demarcation between project specific overhead costs within the Direct Costs and, separately corporate overhead costs;
 - (6) tendered and outturn margins pertaining to recent similar projects;
 - (7) how costs are treated and allocated; and
 - (8) its proposed Margin for the PAA including the apportionment of the proposed Margin between corporate overhead and profit.
 - (f) Following the conduct of the interview and the Financial Establishment Audit with each of the selected Respondents, the PTA will:
 - (1) update its evaluation of the selected Respondents' Initial Proposals against the RFP Stage Evaluation Criteria to take into account each of the selected Respondent's performance at the interview, the Financial Establishment Audit and any other additional or updated information provided by the selected Respondents or otherwise within the knowledge of the PTA;
 - (2) adjust the ranking between the selected Respondents (if necessary); and
 - (3) select the shortlisted Respondents to proceed to the ADA Stage on the basis of the ranking in place at that time.

5.2.3 Process for Selection of Preferred Proponents

- (a) The PTA will invite each of the shortlisted Respondents to attend a final selection workshop (which will be conducted separately with each shortlisted Proponent).
- (b) The purpose of the final selection workshops is to provide a forum in which the Evaluation Team and other relevant PTA personnel may work with each of the shortlisted Respondents to:
 - (1) discuss the outcome of the Financial Establishment Audit;
 - (2) without limiting paragraph (1), discuss the shortlisted Respondent's proposed Margin; and
 - (3) discuss the Commercial Framework and the Risk/Reward Regime.
- (c) The shortlisted Respondents must ensure that key members of their team are present at their final selection workshop including:
 - (1) from their commercial team: a commercial representative, a legal representative and prospective ALT members;

- (b) prepare a design of the Works (which is sufficiently detailed to support the development of a TOC);
- (c) develop a TOC;
- (d) conduct a risk and opportunity analysis;
- (e) agree the terms of the PAA with the PTA so that it is in a form capable of execution by the parties (subject to minor insertions such as the TOC amount) if the Preferred Proponent is selected as the Successful Proponent; and
- (f) prepare the Final Proposal (which must include among other things, the design report, the TOC, a detailed risk and opportunity analysis, the Alliance management plan, the final PAA and any other documentation required by the PTA or advised to the Preferred Proponent during the ADA Stage).

5.3.4 PTA Involvement During the ADA Stage

The PTA intends to implement the following administrative arrangements during the ADA Stage:

- (a) it will allocate a representative to each of the Preferred Proponent's team for the purpose of facilitating the transfer of information between the PTA (including from the PTA's Specialist Consultants) and the Preferred Proponent during the ADA Stage;
- (b) it will establish a "Core Team" to have significant involvement in the ADA Stage generally and to attend the alliance foundations workshop, commercial alignment workshops, technical review sessions, clarification meetings, risks and opportunities analysis sessions and the negotiation of the PAA;
- (c) it will conduct weekly/ fortnightly progress meetings with each Preferred Proponent during the ADA Stage; and
- (d) it will implement measures to maintain confidentiality as between the Preferred Proponents.

The PTA requires all personnel involved in the ADA Stage to sign confidentiality agreements.

5.3.5 Process for Selection of Successful Proponent

Following receipt of the Final Proposals from the Preferred Proponents, the PTA will:

- (a) evaluate the Final Proposals in accordance with the ADA Stage Evaluation Criteria and rank the Preferred Proponents;
- (b) adjust the ranking between the Preferred Proponents to take into account any further negotiations between the PTA and the Preferred Proponents (if necessary); and
- (c) select the Successful Proponent on the basis of the ranking in place at that time.

5.4 Execution of PAA

Without limiting the State's rights pursuant to this RFP, the PTA will enter into the PAA with the Successful Proponent.

6 Evaluation Criteria and Initial Proposal content requirements

6.1 RFP Stage Evaluation Criteria

The RFP Stage Evaluation Criteria comprises the following:

- (a) the extent to which the Initial Proposal, in its entirety, provides value for money to the PTA taking into account the discrete evaluation criteria set out in paragraphs (b) to (i) below;
- (b) the Threshold Requirements (which are set out in detail in section 6.3 and which will be evaluated by the PTA on a pass or fail basis);
- (c) the Qualitative Criteria (which are set out in detail in section 6.4);
- (d) the nature and effect of any comments on the Commercial Framework set out in Appendix D;
- (e) the nature, extent and effect of any proposed departures to the ADA and the PAA and the effect of any such departures on the PTA's ability to achieve contractual close of those contracts in a timely manner;
- (f) the nature of the commercial solution proposed in response to section 6.5;
- (g) the extent to which the Initial Proposal:
 - (1) is clear and comprehensive;
 - (2) contains all information required by this RFP; and
 - (3) responds consistently to each of the discrete RFP Stage Evaluation Criterion;
- (h) the following additional evaluation criteria in respect to selected Respondents only:
 - (1) the selected Respondents' approach to and performance at the interview with the Evaluation Team; and
 - (2) the outcome of the Financial Establishment Audit; and
- (i) the following additional evaluation criteria in respect to shortlisted Respondents only, their approach to and performance at the final selection workshop.

The Threshold Requirements form part of the RFP Stage Evaluation Criteria generally. The satisfaction of the Threshold Requirements does not constitute a condition precedent to the PTA's evaluation of the Initial Proposals against the remaining RFP Stage Evaluation Criteria.

The fact that a Respondent has the highest aggregate weighting in respect of the Qualitative Criteria does not mean that the Respondent will be appointed as a selected Respondent, shortlisted Respondent or a Preferred Proponent (as the case may be).

6.2 ADA Stage Evaluation Criteria

The ADA Stage Evaluation Criteria comprise the following:

- (a) the extent to which the Final Proposal, in its entirety, provides value for money to the PTA taking into account the discrete evaluation criterion set out in paragraphs (b) and (c) below; and
- (b) the extent to which the Final Proposal:

No	Threshold Requirements	Initial Proposal content requirements
5	<p>OS&H Quality and Environmental Management Systems</p> <p>The Respondent must have demonstrated compliance with each of the discrete OS&H standards and Environmental Management Systems set out below.</p> <p>Occupational Safety & Health Management System independently accredited to AS4801 or WorkSafe Plan certification (WA only) or National Safety Council of Australia Five Star certification (3, 4 or 5 stars only) or an approved equivalent independent standard.</p> <p>Quality Management System independently accredited to AS/NZS ISO 9001-2000 or equivalent independent standard.</p> <p>Environmental Management System independently accredited to AS/NZS ISO 14001-1996 or equivalent independent standard.</p>	<p>Each Member must provide:</p> <p>(a) a certificate of accreditation;</p> <p>(b) an extract (typically an 'Executive Summary' or similar) from a recent audited report.</p> <p>Each Member must provide:</p> <p>(a) a certificate of accreditation; and</p> <p>(b) an extract (typically an 'Executive Summary' or similar) from a recent audited report.</p> <p>Each Member must provide:</p> <p>(a) a certificate of accreditation; and</p> <p>(b) an extract (typically an 'Executive Summary' or similar) from a recent audited report.</p>
6	<p>Compliance with Buy Local</p> <p>The Respondent must have demonstrated commitment to Buy Local policies.</p>	<p>Each Member must provide confirmation of its commitment to national and state policies to buying local services and goods.</p> <p>Each Member must provide evidence of previous commitment to these requirements.</p>
7	<p>Project Timeline</p> <p>The Respondent must have demonstrated understanding of the Project timeline.</p>	<p>The Respondent must provide a Gantt Chart outlining major activities for this Project to demonstrate completion of the Project within required timeframe.</p>
8	<p>Insurance</p> <p>Each Member must have provided evidence of its ability to comply with the insurance requirements set out in the ADA.</p>	<p>Each Member must provide evidence of existing insurance coverage which complies with the requirements set out in clause 11 of the ADA.</p>

No	Qualitative Criteria	Weighting	Initial Proposal content requirements
3	<p>Company Capability and Experience</p> <p>The extent to which the Respondent has the design capacity, experience and track record to deliver projects of a similar scale and complexity in a CBD environment.</p> <p>The extent to which the Respondent has construction capacity, experience and track record to deliver projects of a similar scale and complexity in a CBD environment.</p>	15%	<p>As a minimum, the Respondent must provide details of a minimum of three recent and relevant projects, and for each project, provide the following details:</p> <ol style="list-style-type: none"> the name and location of the project; the time the project was undertaken; the Respondent's role and the scope of works carried out; how the experience will benefit the delivery of the Project; and client references and contact details. <p>As a minimum, the Respondent must provide details of a minimum of three recent and relevant projects, and for each project, provide the following details:</p> <ol style="list-style-type: none"> the name and location of the project; the time the project was undertaken; the Respondent's role and the scope of works carried out; how the experience will benefit the delivery of the Project; and client references and contact details.
4	<p>Nominated Team Capability and Experience</p> <p>Design: The extent to which the Respondent has the calibre, capability and commitment of key design personnel with specific relevance to achieving the Project Objectives.</p> <p>Construction: The extent to which the Respondent has the calibre, capability and commitment of key construction personnel with specific relevance to achieving the Project Objectives.</p>	25%	<p>As a minimum, the Respondent must provide the following information:</p> <ol style="list-style-type: none"> for each design leader in a key discipline area, their: <ol style="list-style-type: none"> previous involvement in at least three comparable projects identifying the role and scope of works carried out; understanding of and experience with design issues related to the Project; understanding of rail safety management systems and ability to comply with PTA's Railway Safety Management System; ability to manage multi disciplinary design interface and co-ordination; location; and availability; for other key design personnel commentary to demonstrate that they have been engaged in appropriate roles and have appropriate experience; and a three page CV for key design personnel may also be submitted as an Appendix. <p>As a minimum, the Respondent must provide the following information:</p> <ol style="list-style-type: none"> for each construction section manager, their: <ol style="list-style-type: none"> previous involvement in at least three comparable projects identifying the role and scope of works carried out; understanding of and experience with construction issues related to the Project; understanding of rail safety management systems and ability to comply with PTA's Railway Safety Management System; location; and availability; and for the other nominated key construction personnel, commentary to demonstrate that they have been engaged in appropriate roles and have appropriate experience.

No	Commercial solution particulars	Initial Proposal content requirements
4	Forming structure consistent with the PAA	<p>As a minimum, the Respondent must demonstrate that its forming structure is consistent with the requirements of the PAA, is appropriate and effective in delivering value for money outcomes for PTA including by providing the following information:</p> <ul style="list-style-type: none"> a) detail all corporate services that are intended to be charged to the Project, over and above Margin and in each case identify % and method of application; b) identify expected % of project to be self performed and % subcontracted and provide explanation (e.g plant/equipment, human resources); c) details of the designer's multiplier on salary costs to cover overheads; d) a schedule of total employment costs for each of the key personnel nominated within the Initial Proposal; e) an indication of the expected utilisation of each of the key personnel listed in (d) above commencing with the ADA Stage and continuing through to Project completion; and f) any other relevant information.
5	TOC preparation methodology	<p>The Respondent must provide details of its proposed approach and methodology to preparing the TOC including, as a minimum, details of the following:</p> <ul style="list-style-type: none"> a) its approach and methodology generally; b) its proposed approach to involving PTA personnel and key nominated contractors (including Specialist Consultants and contractors identified by PTA); c) its proposed contracting strategy with subcontractors and suppliers; d) its proposed approach to achieving Whole of Life Cost outcomes; e) its proposed approach to ensuring appropriate stakeholders are involved and engaged in the Project; f) its proposed approach to defining and valuing Contingencies; and g) its proposed approach to the conduct of a technical and commercial review.

- (b) the issue of clarifications and responses to questions in a fair and equitable manner during the balance of the evaluation process;
- (c) ensuring the evaluation and selection processes are conducted in a manner that is free from bias or external influence and is fair to all Respondents;
- (d) providing advice on specific probity issues as they arise;
- (e) ensuring that agreed processes are adhered to at all times and that processes are not changed without advice to all Respondents as appropriate; and
- (f) monitoring the maintenance of confidentiality and conflict of interest situations and maintaining appropriate registers for the duration of the Project.

7.4 Content, Form and Structure of Initial Proposals

The Initial Proposals must contain the information required by this RFP and must otherwise be submitted in the exact order and reflect the same structure and numbering set out in the table included in this section 7.4.

To the extent that a maximum page number is specified against a particular section, Respondents must not exceed the specified page number (which is based on single sided A4 pages, font size 11 with single line spacing and six point spacing between paragraphs). The page limit includes all diagrams, charts, pictures, tables and the like.

The Initial Proposal must not include unreferenced corporate brochures, marketing material and the like.

The PTA may in its sole and absolute discretion elect to exclude or not consider material in excess of any specified page limits.

Structure for Initial Proposal	
1.	Introduction
2.	Executive Summary (2 pages maximum)
3.	Threshold Requirements (20 pages maximum, excluding Proposal Form)
3.1	Proposal Form (3 Pages for each Member)
3.2	Safety
3.3	Referees
3.4	Financial capability
3.5	OS&H quality and environmental management systems
3.6	Buy Local
3.7	Project Timeline
3.8	Insurance
4.	Qualitative Criteria (100 pages maximum)
4.1	Management Structure (including Key Personnel)
4.2	Management Systems
4.3	Company Capability and Experience
4.4	Team Capability and Experience

The PTA will not accept facsimile, electronic, email or postal lodgement of the Initial Proposal.

7.7 Closing Date and Closing Time

The Initial Proposals must be lodged in the Tender Box between 7.30am and 5.30pm Western Australia time, Monday to Friday (excluding public holidays in WA) up to and including the Closing Time on the Closing Date.

7.8 Late lodgement

If an Initial Proposal is not lodged at the place for lodgement specified in section 7.6 by the Closing Time on the Closing Date, the PTA may, in its sole and absolute discretion, reject or elect not to consider the Initial Proposal.

7.9 Notification of Interview with Evaluation Team during RFP Stage

The PTA will give the selected Respondents a minimum of 72 hours prior notice of an invitation to attend an interview with the Evaluation Team during the RFP Stage.

7.10 Debriefing Following Selection of Successful Preferred Proponent

Following execution of the PAA, each unsuccessful Respondent will be given an opportunity to attend a debriefing with the PTA concerning its Initial Proposal.

The unsuccessful Preferred Proponent will also be given an opportunity to be attend a debriefing with the PTA concerning its Final Proposal.

Debriefing meetings will take place separately at mutually convenient times, and will be arranged within one month of the execution of the PAA.

The PTA will not provide copies of any written evaluation to any Respondent.

- (d) The Code of Tendering: AS 4120-1994: Code of Tendering does not apply to the Procurement Process.
- (e) Unless the context indicates a contrary intention, in this section 8:
 - (1) "includes" in any form is not a word of limitation; and
 - (2) the meaning of "or" will be that of the inclusive "or", meaning one, some or all of a number of possibilities.

8.4 PTA's Rights

The PTA reserves the right in its sole and absolute discretion and at any time to:

- (a) cancel or suspend the Project;
- (b) change the Project or the procurement method for the Project including the nature and terms of the contracting arrangements;
- (c) accept a proposal for the delivery of the Project which substantially departs from the procurement method for the Project contemplated by this RFP;
- (d) change any aspect of the Procurement Process;
- (e) take such other action as the PTA considers, in its absolute discretion, appropriate in relation to the Procurement Process or the Project;
- (f) reject, or refuse to consider or evaluate any Initial Proposal (for any reason);
- (g) require one or more Respondents to submit additional information (including written responses to clarification questions or other information);
- (h) request one or more Respondents to attend an interview, meeting or workshop in addition to the interview, Financial Establishment Audit and the final selection workshop contemplated by section 5 of this RFP;
- (i) conduct meetings or workshops or discussions with, or seek information from, one or more Respondents at any time during the Procurement Process without notifying the other Respondents or seeking equivalent information from the other Respondents;
- (j) disqualify a Respondent from the Procurement Process for breach of any of its obligations set out in this section 8 or a failure to satisfy or otherwise comply with any requirement of this RFP;
- (k) perform any security, probity, police or financial checks and procedures in relation to the Respondent or the Respondent's Associates;
- (l) not accept the lowest priced Initial Proposal or any Initial Proposal;
- (m) in selecting each of the selected Respondents, the shortlisted Respondents, the Preferred Proponents and the Successful Proponent, have regard to:
 - (1) the PTA and the PTA's Associates' knowledge and previous experience and dealings with the Respondent or the Respondent's Associates; or
 - (2) information concerning the Respondent or the Respondent's Associates which is in the public domain or which is obtained by PTA through investigations;
- (n) consider and accept any Initial Proposal that does not comply with the requirements of this RFP;

- (10) the termination of the ADA with a Preferred Proponent, except where the Respondent is a Preferred Proponent and it exercises any rights pursuant to the ADA it has entered into with the PTA;
- (11) its acceptance or otherwise of the Final Proposal; or
- (12) whether or not PTA elects to execute an ADA or the PAA.

8.6 Relationship Between Parties

- (a) The Respondent acknowledges and agrees that:
 - (1) this RFP does not constitute an offer or an invitation to treat; and
 - (2) no contract exists or will arise between the PTA and a Respondent in respect of the Project:
 - (A) unless and until the ADA is executed by the PTA and a Preferred Proponent; or
 - (B) unless and until the PAA is executed by the PTA and the Successful Proponent.
- (b) Without limiting paragraph (a) above, any obligations or liabilities of the PTA to the Respondent in respect of any aspect of the Procurement Process:
 - (1) are limited to those obligations and liabilities expressly set out in this RFP; and
 - (2) exclude (to the extent permitted by law) any obligations and liabilities which may otherwise be implied or imposed on the PTA under contract, equity, by statute or otherwise.

8.7 Information from PTA

- (a) Subject to the terms of the ADAs executed by the PTA and the respective Preferred Proponents, the PTA and the PTA's Associates do not warrant, guarantee or make any representation (express or implied), or assume any duty of care, or (to the extent permitted by law) accept any liability, with respect to the completeness, accuracy, adequacy or correctness of:
 - (1) any information provided in connection with the Procurement Process, including this RFP;
 - (2) the Information Documents; or
 - (3) any other documents referred to in this RFP.
- (b) The PTA may elect to issue this RFP and any other Information Documents to Respondents in hard copy and electronically. To the extent that there is any inconsistency between a hard copy and electronic version, unless the PTA Representative directs otherwise (acting in its discretion), the electronic copy shall take precedence.
- (c) Without limiting paragraph (a) above, to the extent permitted by law, PTA is not bound by, and has no responsibility or liability for, any oral advice, representation or information given or furnished by or on behalf of the PTA or the PTA's Associates with respect to the Project, Procurement Process or any Information Documents.
- (d) The PTA is not required, and does not intend, to release any details regarding the evaluation process for the RFP Stage or the ADA Stage other than as contained in this RFP.

- (c) the PTA will rely upon the warranties given by Respondents pursuant to section 8.11 and the warranties provided in their completed Proposal Forms in evaluating any Initial Proposal (including updating any evaluation of the Initial Proposals);
- (d) it will not rely on any oral advice, representation or information given or furnished by or on behalf of the PTA or the PTA's Associates with respect to the Project, Procurement Process or any Information Documents;
- (e) in no circumstances will the PTA or the PTA's Associates be liable to the Respondent whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute (to the extent permitted by law) or otherwise for any costs, losses, expenses or damages incurred by the Respondent as a result of or arising from:
 - (1) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
 - (2) any use of, or reliance by, the Respondent upon, any information provided in connection with the Procurement Process, including this RFP, the Information Documents or any other documents referred to in this RFP;
- (f) it is bound by the content of its Initial Proposal including any schedules, annexures, attachments and appendices which form part of its Initial Proposal;
- (g) this RFP and any Initial Proposal will not form any part of the ADA or the final PAA except to the extent expressly incorporated into the terms of the executed versions of the ADA or the PAA; and
- (h) subject to the terms of the ADAs executed by the PTA and the respective Preferred Proponents in respect to the ADA Stage and section 5.3.2 of this RFP:
 - (1) the Respondent and the Respondent's Associates participate in the Procurement Process at their own cost and risk;
 - (2) no payment will be made by the PTA or the PTA's Associates to the Respondent and the Respondent's Associates for any costs, losses, expenses or damages incurred by the Respondent and the Respondent's Associates:
 - (A) in preparing and submitting an Initial Proposal;
 - (B) in preparing for and attending any interview, Financial Establishment Audit or the final selection workshop contemplated by section 5 of this RFP;
 - (C) in preparing for and attending any other meetings or workshops pursuant to this RFP;
 - (D) in otherwise participating in the Procurement Process in accordance with the terms of this RFP; and
 - (E) as a consequence of the exercise by the PTA of one or more of its rights under section 8.4.

- (d) A Respondent may only amend its Initial Proposal in accordance with an invitation or request by the PTA to do so.
- (e) If the Respondent purports to amend its Initial Proposal (except in accordance with an invitation or request by the PTA to do so), the PTA may elect to treat any such amendment as ineffective.
- (f) If a Respondent amends its Initial Proposal in accordance with an invitation or request by the PTA, the PTA reserves the right to continue to evaluate the amended Initial Proposal (or to update any completed evaluation of the Initial Proposal) accordingly.

8.13 Changes to Respondent or Additional Member

- (a) If, after lodgement of its Initial Proposal, a Respondent:
 - (1) changes its corporate structure or there is otherwise a change in Control of the Respondent or Member; or
 - (2) replaces, adds or removes a Member,the Respondent must promptly notify the PTA and provide the PTA with sufficient details of the change.
- (b) Upon receipt of such notification the PTA reserves the right to assess any change and terminate the Respondent's further participation in the Procurement Process.
- (c) For the purposes of this section 8.13 "Control" means in respect of a Respondent:
 - (1) control or influence of, or having the capacity to control or influence the composition of the board, or decision making, directly or indirectly, in relation to the financial and operating policies;
 - (2) being in a position to cast, or control the casting of, more than 20% of the maximum number of votes that may be cast at a general meeting; or
 - (3) having a relevant interest (as defined in Section 608 of the Corporations Act) in more than 20% of the securities (as defined in the Corporations Act).

8.14 Intellectual Property and Ownership of Information

- (a) The Respondent must notify the PTA in writing if it holds any Intellectual Property Rights in any part of its Initial Proposal or any information submitted as part of the interview, Financial Establishment Audit or final selection workshop contemplated by section 5 of this RFP or otherwise submitted pursuant to this RFP.
- (b) The PTA will assess the Respondent's claim that it holds any Intellectual Property Rights pursuant to paragraph (a) above and may ask the Respondent to establish its property interest before conceding any such position.
- (c) Subject to any Intellectual Property Rights notified by the Respondent and conceded by the PTA, the Initial Proposal, all information submitted by a Respondent to the PTA in support of its Initial Proposal, any information submitted as part of any interview, Financial Establishment Audit, final selection workshop or otherwise submitted pursuant to this RFP shall, upon submission to the PTA, become the property of the PTA and will not be

- (1) the disclosure by any person to the PTA or the PTA's Associates of information concerning an Initial Proposal, a Respondent or the Respondent's Associates for the purpose of the PTA exercising its rights set out in this RFP or at law;
 - (2) the PTA disclosing any aspect of the Initial Proposal or any other information provided by the Respondent to the PTA during the Procurement Process in order for the PTA to satisfy any public disclosure obligations the PTA may have under any legislation, policy or otherwise;
 - (3) the PTA or the PTA's Associates publicly publishing or disclosing (on the internet or otherwise) information in relation to the Procurement Process, the Project or the details of any Respondent, including the terms and conditions of any final contractual documents; and
 - (4) grant to the PTA and the PTA's Associates for the Procurement Process, a royalty free, non-exclusive licence to disclose, copy, use, adapt, modify or reproduce the whole or any portion of the information in which the Respondent has Intellectual Property Rights as notified by the Respondent and conceded by the PTA in accordance with section 8.14.
- (e) The Respondent acknowledges that the Freedom of Information Act 1992 (WA) (FOI Act) applies to the information provided by the Respondent in its Initial Proposal and otherwise submitted by the Respondent to the PTA pursuant to this RFP.
- (f) Without limiting paragraph (e) above, the Respondent acknowledges that:
- (1) the FOI Act allows members of the public rights of access to the PTA's documents and the PTA Associates' documents;
 - (2) all or part of the information provided by the Respondent may be disclosed to third parties if there is a requirement to do so under the provisions of the FOI Act;
 - (3) any information that the Respondent considers is commercially sensitive or confidential must be marked "commercial and confidential". (This special notation must not be used unless the information is genuinely confidential. Marking information as "commercial and confidential" will not necessarily prevent disclosure of the information in accordance with the FOI Act. Any decision to release information will be determined by the requirements of the FOI Act); and
 - (4) the Respondent and the Respondent's Associates must not commence any action or make any claim for the release of any information by the PTA or the PTA's Associates in connection with any information submitted by other Respondents to the PTA pursuant to this RFP.

8.16 Probity

- (a) The Respondent and the Respondent's Associates must not offer any incentive to, or otherwise attempt to, influence any of the persons who are either directly or indirectly involved in the Procurement Process, or in awarding of any subsequent contract.
- (b) Without limiting paragraph (a) above, the Respondent and the Respondent's Associates must not, without the prior written consent of the

- with any other prospective Respondent or other person in relation to the preparation of an Initial Proposal or otherwise during the Procurement Process (including the RFP Stage and the ADA Stage).
- (b) The Respondent must identify in its Initial Proposal and otherwise immediately upon becoming aware that it or any of its Associates is also:
- (1) an Associate or Member of another Respondent; or
 - (2) a Related Body to another Respondent or another Respondent's Members,
- (Related Party Participants).
- (c) If the PTA becomes aware of any Related Party Participants, PTA may require such Related Party Participants to:
- (1) execute process and confidentiality acknowledgments;
 - (2) implement internal governance arrangements and procedures as reasonably required by the PTA to address the probity and competitiveness concerns of the PTA; and
 - (3) provide verification that all the above required procedures are being complied with,
- as a condition to the Respondent continuing to participate in the Procurement Process.
- (d) The PTA reserves its right to:
- (1) appoint a selected Respondent, shortlisted Respondent, Preferred Proponent or Successful Proponent regardless of whether the Respondent or an Associate of the Respondent is also a Related Party Participant;
 - (2) appoint or shortlist only the highest ranking Related Party Participant to be a selected Respondent, shortlisted Respondent or Preferred Proponent and exclude its Related Bodies by reason of their relationship; or
 - (3) disqualify the Respondent for breach of any process or confidentiality obligations at any time during the Procurement Process.

8.19 Joint Ventures

To the extent that a Respondent proposes to form a joint venture for the purposes of the Project:

- (a) the Respondent must disclose the nature of any joint venture arrangements in its Initial Proposal; and
- (b) the PTA will require the Respondent to disclose the terms of any joint venture agreement prior to the execution of any such agreement and may request changes to the terms of such joint venture agreement.

8.20 No Fettering

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

9 Policies – Compliance with Codes and Policies

9.1 Codes of Practice and Schemes

The Respondent must act in accordance with and otherwise comply with the following codes of practice and scheme during the RFP Stage, the ADA Stage and the PAA Stage (as the case may be):

- (a) the Code of Practice for the Building and Construction Industry in Western Australia;
- (b) the National Code of Practice for the Construction Industry; and
- (c) the Australian Government Building and Construction OHS Accreditation Scheme.

9.2 State Supply Commission and Government Policies

The following relevant policies and requirements are drawn to the attention of the Respondent for its information. For further information, assistance or clarification the Respondent should contact the State Supply Commission via its website: www.ssc.wa.gov.au.

(a) Buy Local

(1) Western Australian Local Content

The Buy Local Policy aims to maximise supply opportunities for competitive local businesses when bidding for Western Australian Government contracts and thereby seeks to maximise Western Australian industries' content in the contracts.

(2) Australia, New Zealand, United States, Chile and Western Australian Regional Price Preferences

The Western Australian Government provides a range of price preferences aimed at generating employment and industry and economic development within Australia, New Zealand, the United States and Chile. These preferences provide incentives to local regional Western Australian businesses and Australian, New Zealand, United States and Chilean businesses.

Imported Content Preference:

The policy provides a 20% price preference for Australian, New Zealand, United States and Chilean content when in competition with overseas imports of goods and related services. This preference is not applied in the case of services purchased separately or in isolation.

The Imported content is defined as the estimated duty paid value inclusive of the value of any services (e.g. overseas freight and insurance, software in computer tenders, consultancy or engineering effort), or any charges of overseas origin, together with customs clearing charges.

The Respondent is required to declare the value of any portion of its bid that comprises goods and services that have been imported from another country, excluding New Zealand, the United States and Chile.

This registration process is renewable each year.

A six month provisional registration for those unable to demonstrate compliance with Component A may be available.

Employers external to Western Australia can apply for Component A Registration, however only Western Australian indentured apprentices and trainees can be nominated.

Failure to be registered under Priority Start – Building may result in an Initial Proposal not being considered further for evaluation purposes.

Component B – Training Requirement

Prior to being awarded a State Government contract, head contractors need to be registered under Component A of Priority Start – Building. The Successful Proponent is required to meet a pre-determined training requirement that provides training opportunities for a specific number of apprentices or trainees to be engaged for the duration of each contract. That requirement is a minimum of 1 apprentice or trainee for every \$1 million (or part thereof) of the labour value component of a contract.

The Respondent must complete and submit with its Initial Proposal the information required under the "Priority Start – Building Policy Schedule". The minimum number of apprentices or trainees should be indicated in the Priority Start – Building Policy Schedule by the Respondent. Information provided by the Respondent may be confirmed with the Department of Training and Workforce Development.

9.3 Railway Safety Management

The PTA is required under the Rail Safety Act 1998 to be accredited as an Owner/Operator. This necessitates that a railway safety management system be put in place by the PTA that complies with the requirements of Australian Standard AS 4292 Part 1.

This legislation and the need to implement compliance based systems and processes also impacts on contractors and subcontractors that are engaged for work in the railway industry. The resultant impact is as follows:

(a) Contractors or subcontractors working on or about railway property:

Where work is performed on or about railway property, railway safety management policies and procedures applicable to the PTA employees also apply to contractors and subcontractors (eg. as to drugs and alcohol, worker competence and track access permits). In addition, relevant railway safety activities must be documented, implemented and reviewed for effectiveness consistent with the requirements of AS 4292 Part 1.

(b) Contractors or subcontractors not working on railway property:

Where work is performed at sites which are not on or about railway property, only activities that are related to the design, receipt or manufacture of safety critical items need to reflect relevant AS 4292 Part 1 requirements.

statutory requirements of the Building and Construction Industry Levy Collection Act 1990.

Further information may be obtained from the Levy Officer by telephone on (08) 9381 3900 or by facsimile on (08) 9388 8902.

9.9 Minimum Standards and Conditions of Employment

To the extent the NOPs' employees are engaged in the performance of the Works, the remuneration and terms of employment of each employee for the duration of the PAA will be consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

If an NOP enters into any subcontract in relation to the performance of the Works, the NOP shall ensure that it is a term of the subcontract that the remuneration and terms of employment of any employee employed by the subcontractor for the performance of the subcontract shall be, for the duration of the subcontract, the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

Any word, expression, reference or term used in this Proposal Form which is defined in the RFP will have the same meaning as in the Request for Proposal unless the context otherwise requires.

Executed this _____ day of _____ 20 .

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

Note:

1. *If the Respondent/ Member is a corporation, the Respondent/Member must execute in accordance with section 127 of the Corporations Act 2001 (Cth). If the Responden is a joint venture, each joint venturer must either sign or execute in accordance with section 127 of the Corporations Act 2001 (Cth).*
2. *Failure to strictly comply with the requirements set out in Note 1 may render the Initial Proposal invalid.*

SIGNED for and on behalf of [Insert Respondent's/Member's name] by authority of its Directors in accordance with Section 127 of the Corporations Act 2001 (Cth):

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Name (please print)

.....
Name (please print)

OR

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

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Name (please print)

.....
Name (please print)

If the Respondent/Member is a corporation and is executing pursuant to a power of attorney, the following format must be used.

APPENDIX B: Comments on Commercial Framework, Draft ADA and PAA

A deliverable of the ADA Stage is a PAA that the Respondent agrees and confirms is in an executable form subject to the insertion of the TOC.

The Respondent is required, as part of its Initial Proposal, to indicate its willingness to accept the draft ADA and PAA.

To assist in the evaluation of Initial Proposals, the Respondent must indicate clauses of the Commercial Framework, ADA and/or the PAA that are not acceptable to them. Detailed comments must be provided as to why the clause is unacceptable. In addition, the Respondent must provide suggested wording to overcome its concern with the relevant clause. Similarly, if an entirely new clause is required by a Respondent, the reasons for including the clause and the wording for the clause must be provided.

General statements such as "Clause for discussion" or "We would like to discuss" should not be used.

The PTA stresses that Respondents must detail in the manner required by this Appendix all matters in the ADA and/or PAA that the Respondent intends to raise in negotiations with the PTA.

Comments on Commercial Framework

No	Clause	Comments	Suggested Amendment

Comments on the Draft ADA

No	Clause	Comments	Suggested Amendment

APPENDIX C: Priority Start- Building Policy Schedule

To be eligible to be awarded a State Government contract, the Respondent must be registered under Component A with the Department of Training as a Priority Start – Building Policy Employer. Respondents are required to complete the following information and submit this with the RFP.

The PTA reserves the right to confirm the information provided with the Department of Training.

The Respondent shall enter the name and registration number (if known at time of lodging the Initial Proposal) of the Entity in which the Priority Start – Building registration is held:

Company Name	Priority Start – Building Registration Number

The estimated Labour Content and the number of apprentices/trainees that will be engaged for this project is:

Labour Content	Number of Apprentices
\$	

(b) the Date of Final Completion,

to determine the amounts payable under the Risk/Reward Regime by or to the NOPs.

D.5 After the first comparison, as at the Date of Practical Completion:

- (a) if a cost saving is calculated, the PTA will pay 50% of the amount calculated to be owing to the NOPs; and
- (b) if a cost overrun is calculated, the NOPs will pay 50% of the amount calculated to be owing to the PTA.

D.6 After the second comparison, as at the Date of Final Completion:

- (a) if a cost saving is calculated, the PTA will pay the remainder of the amount calculated to be owing to the NOPs; and
- (b) if a cost overrun is calculated, the NOPs will pay the remainder of the amount calculated to be owing to the PTA.

In determining whether there is an overall cost saving or cost overrun, and whether the PTA is required to make a payment to the NOPs or vice versa, the second comparison will take into account the amount of the payment that was made after the first comparison and who the payment was made to, to ensure that the principles set out in clause D.7 and D.8 of this Appendix are achieved.

Cost Savings

D.7 If the Actual Outturn Cost is less than the TOC (as modified by any Scope Variations), that is a cost saving and the NOPs, in aggregate, will be paid an amount by the PTA equal to 50% of the difference between the Actual Outturn Cost and the TOC (as modified by any Scope Variations).

There is no cap on the amount that the NOPs can earn from savings achieved in the Actual Outturn Costs in comparison to the TOC.

Any amounts payable to the NOPs are due in the invoice period following agreement by the ALT of the amounts payable.

Cost Overruns

D.8 Should the Actual Outturn Cost be more than the TOC (as modified by any Scope Variations), that is a cost overrun and the NOPs, in aggregate, must pay to the PTA an amount equal to 50% of the calculated cost overrun.

The maximum amount that the NOPs will pay to the PTA as a result of an overrun is capped at 100% of the Margin.

Any amounts payable to the PTA are due in the invoice period following agreement by the ALT of the amounts payable.

NOPs

D.9 As between the NOPs, the percentage liability of the NOPs for any risk payment to be made under the Risk/Reward Regime is as follows:

(To be completed by the Respondent)

Each NOP takes the benefit of any Reward payment to be made under the Risk/Reward Regime in the same percentages as it is liable for a Risk payment.

Each NOP warrants that it will not enter into any agreement, arrangement or understanding which has the effect of amending the percentage of Reward

APPENDIX E: Scope of Work

The Scope of Work is not included in this Appendix but is provided separately.

APPENDIX G: Draft Project Alliance Agreement

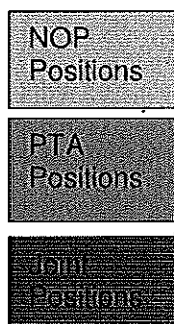
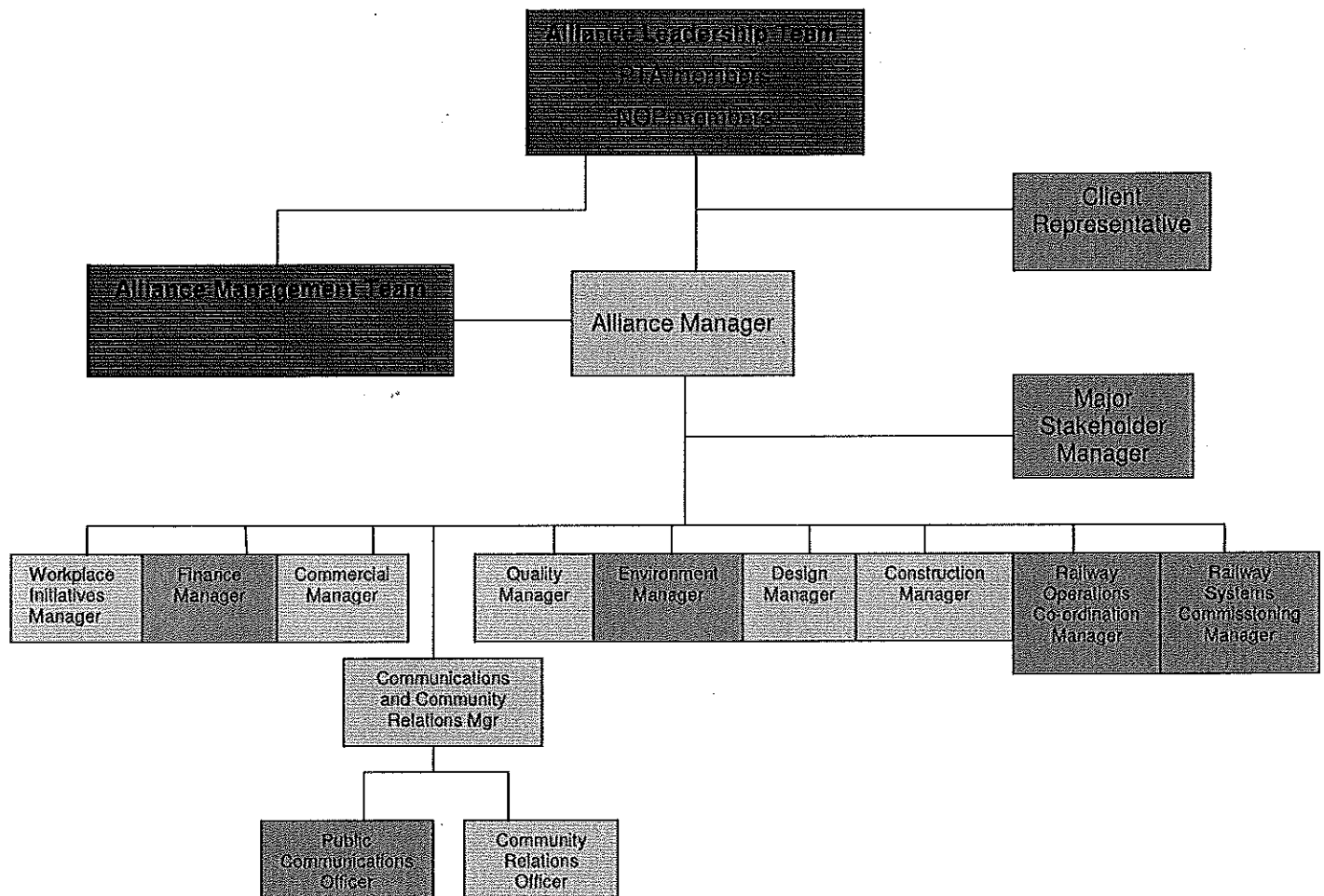
The draft PAA is not included in this Appendix but is provided separately.

Anticipated mandatory management plans and studies	Responsibility	Approving Authority	Status
Construction Management Plan	Alliance	EPRA & WAPC	Not yet submitted.
Operations Noise and Vibration Management Plan	Public Transport Authority	EPRA & WAPC	Not yet submitted.
Review of the Perth Station Precinct Conservation Plan	Public Transport Authority	Conservation Council WA	Not yet submitted.
Heritage Impact Statement for each contract package	Public Transport Authority	Conservation Council WA	Not yet submitted.
Archival report for timber footbridge connecting platform 5 and 7	Public Transport Authority	Conservation Council WA	Not yet submitted.
Construction Environmental Management Plan	Alliance	EPRA & WAPC	Not yet submitted.
Hydrology investigation report	Alliance	DoW	Not yet submitted.
Groundwater Management Plan	Alliance	EPRA & WAPC	Not yet submitted.
Contaminated Soil Management Plan	Alliance	EPRA & WAPC	Not yet submitted.
Acid Sulphate Soil Management Plan	Alliance	EPRA & WAPC	Not yet submitted.
Ventilation Outlets location and impacts - (land requirements and maximum pollution levels)	Public Transport Authority	EPRA & WAPC	Not yet submitted.
Communication Management Plan	Public Transport Authority	EPRA & WAPC	Not yet submitted.
Landscaping and Revegetation Plan	Alliance	EPRA & WAPC	Not yet submitted.
Construction Noise and Vibration Management Plan	Alliance	EPRA & WAPC	Not yet submitted.

Risk Name		Assessed Control Rating Description	Assessed LOR
23	Stopping of pedestrian movements due to closing of Horseshoe Bridge and Western Concourse	Inadequate	16
24	Traction operational requirements are not met due to non-standard geometry of the track	Adequate	8
25	Unexpected discovery of hazardous material (e.g. Asbestos)	Adequate	9
26	Unexpected environmental approval conditions are imposed	Inadequate	8
27	Unexpected ground conditions impact on detail design	Adequate	20
28	Unexpected loading scenarios not considered at concept design	Adequate	15
29	Ventilation system is unable to tolerate changes to wind conditions	Adequate	9

APPENDIX K: Draft Alliance Organisation Structure

DRAFT ALLIANCE ORGANISATION CHART



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Government of **Western Australia**
Public Transport Authority

Perth City Link

Rail Project

Scope of Work Document

29th April 2010

1 INTRODUCTION

The Perth City Link Rail Project will lower the Perth to Fremantle railway line into tunnel and approach ramps between the Horseshoe Bridge and Milligan Street. It will also create new facilities in Perth Station and connect the above ground and underground platforms of the station via a pedestrian tunnel.

This Project will be followed by the Perth City Link Bus Project that will be a separate contract to relocate and lower the Wellington Street Bus Station.

Together, the two projects will provide an area of land for re-development between Roe Street to the north, Wellington Street to the south, the Horseshoe Bridge to the east and Milligan Street to the West, thus enabling the seamless integration of, and access between, the Perth CBD and the Northbridge entertainment and cultural district.

This document describes the Scope of Works that will be required to be carried out by the Alliance Participants in order to deliver the Project.

Establishment of instrumentation, monitoring and reporting on ground and structure movements as a result of the Project Works and evaluation of impact on nearby structures.

2.15 Roads and Paths

All required works to reinstate existing infrastructure that will be affected by the construction of the railway to its' original functionality including but not limited to all required reconstruction of roads, bus ways, paths, bridges, traffic signals, signage, roadside furniture, lighting, paths and pavement marking.

Temporary realignment of roads and paths to maintain all vehicular and pedestrian movements, including particular works to minimise disruption to bus services while the Project is being implemented.

2.16 Fencing

Re-use, replacement or re-instatement of fencing to the existing and new rail reserve boundaries and other areas for reasons of safety, security and protection.

2.17 Drainage

The provision of all drainage facilities in the tunnels, ramps, platforms, railway reserve, roads and paths as required.

2.18 Landscaping & Rehabilitation

The provision of landscaping to areas within the precinct of the Horseshoe Bridge and existing railway and bus stations. Stabilisation of the broader areas of backfilled ground away from the landscape areas. Station platform and concourse furniture such as, but not limited to seating, planters, rubbish bins, information panels, structure for artworks support. Reinstatement of hard and soft landscaping in the area of the Horseshoe Bridge, Barrack Street Bridge, Roe and Wellington Street frontages and the day care centre play ground.

2.19 Miscellaneous

All infrastructure items and finishes including but not limited to kerbing, pavements, bollards, barriers, pram ramps, sumps, run-off spill ways, retaining walls, lighting and other standard pole mounted equipment foundations and tree guards.

2.20 Provision for Future Works

Design and construction to accommodate PTA and EPRA requirements for future building works to be located over and adjacent to the Works.

2.21 Design

Design preparation and independent verification of all documentation including construction drawings and specifications in accordance with this document and the Basis of Design and Construction (BDC) document that will be provided to the Preferred Proponents at the start of the ADA Stage.

2.22 Other Requirements

The Alliance will be responsible for meeting the following requirements:

2.22.1 Project Plans

Preparation and updating of Project Plans described in Section 4.

3 Optional Works

PTA may, at its absolute discretion, add any of the following to the Works:

- Underground Wellington Street Bus Station and associated works

If the optional works are included in the Works they must be designed and constructed in accordance with the Basis of Design and Construction document.

5 PERFORMANCE REQUIREMENTS

5.1 General

These requirements constitute part of the Minimum Conditions of Satisfaction as defined in the Project Alliance Agreement. The Works must be designed to comply with all relevant International and/or Australian Standards or Codes of Practice. Australian Standards shall take precedence over International Standards.

5.2 Component Design Life

The various components of the Project Works must have a minimum design life in accordance with the following table. The minimum design life is that length of time in which no replacement of the component is necessary or acceptable. It is expected that regular maintenance of the component will be carried out during the design life. In the case of structural components, the maintenance free period must be 40 years.

Component	Minimum Design Life
Tunnels, below-ground structures including associated drainage structures, foundation treatments, seals and joints between adjacent structures that are subject to water pressure	120 years
Ballasted track (sleepers)	50 years
Track Fastening System	30 years
Non floating slab track	50 years
Vibration isolation materials	50 years
Ventilation and fire protection systems equipment	40 years
Overhead traction support equipment	50 years
Station public area vertical surfaces	50 years
Station public area floor surfaces	50 years
Lift and escalator mechanical and electrical components	20 years
Signals equipment	30 years
Electrical switch gear, controls and cabling	30 years
Station furniture and light fittings	15 years
Power supplies, Radio equipment , Public Address System, Fare gates	10 years
SCADA equipment - All Cabling	15 years
Passenger information displays, CCTV, ticketing	7 years
ITS hardware, including signage	10 years
Pumps, large mechanical plant, hydraulic and fire protection systems	30 years
Protective galvanised coatings to steelwork	25 years
Tunnel general power and light fittings	30 years
Road surfacing of dense graded asphalt	15 years
Paint finishes to walls	10 years

7 Above Ground Structures

7.1 Scope in General

The Alliance will be responsible for the detailed design, materials specification, quality of workmanship specification and construction of the above ground structures, in accordance with PTA Basis of Design and Construction document, including:

- Superstructure above rail and bus tunnel approach ramps for EPRA future development;
- 65metre extension to the roof of the existing Joondalup Line decline structure;
- Pier protection to Mitchell Freeway bridges;
- Pier protection to Barrack Street bridge;
- Tunnel ventilation plant buildings;
- Electrical sub-station and switch room buildings; and
- Temporary works associated with construction of any of the above.

7.2 Associated Elements

The Alliance will be responsible for the detailed design and construction of elements associated with the structures including:

- Cathodic protection, where required;
- Fire detection and protection measures;
- Fire separation and access;
- Earthing, bonding and isolation of structures from the 25kV traction power;
- Cable containment troughs, channels, laddering, brackets, etc;
- Durability of structures and associated elements;
- Waterproofing of structures; and
- Cast in conduits and stainless steel fitments.

7.3 Other Considerations

The Alliance must accommodate the following requirements in the design:

- The need to maintain pedestrian access across the railway reserve at Milligan Street footbridge until the proposed landbridge is available for public use;
- Potential for damage to existing rail and bus infrastructure;
- Provision for future development loads, structural capacity and settlement;
- Provision for urban planning requirements by external stakeholders; and
- Complete removal of temporary works; and
- Incorporation of utility services.

- Cable containment systems for electrical and railway signalling services; and
- Associated SCADA control and monitoring of power systems and selected devices.

8.3 Lifts and Escalators

The Alliance will be responsible for the detailed design, materials specification, quality of workmanship specification and construction of the lifts and escalators equipment for the Project, in accordance with the BDC, including:

- 3 new lifts to platforms from the pedestrian tunnel;
- 1 new lift from platform 9/10 to the eastern concourse;
- Changes to existing lift from PUG link to Horseshoe Bridge entry to include a stop at the pedestrian tunnel level;
- 6 new escalators to platforms from the pedestrian tunnel;
- 2 refurbished escalators from Platform 9/10 to the eastern concourse;
- 4 escalators from PUG link to pedestrian tunnel; and
- Associated SCADA control and monitoring.

8.4 Lighting Services

The Alliance will be responsible for the detailed design, materials specification, quality of workmanship specification and construction of the lighting services, in accordance with the BDC document, including:

- Railway and pedestrian tunnel mains powered lighting systems for normal operations;
- Railway and pedestrian tunnel security lighting;
- Battery backed lighting for operation of tunnel lights during mains power failures;
- Emergency lighting in public areas
- Integration with existing Station Emergency Lighting Monitoring Systems;
- Tunnel flashing 'Man in Tunnel' sign and associated lighting control;
- Associated Station/Tunnel lighting SCADA Control & Monitoring;

8.5 Drainage Services

The Alliance will be responsible for the detailed design, materials specification, quality of workmanship specification and construction of the storm water drainage services, in accordance with the BDC document, including:

- Tunnel cast in pits, sumps, channels and pipes;
- Duty and standby pumps;
- Rising mains and discharge to WAWC systems; and
- Associated SCADA control and monitoring

The drainage systems must be designed to exclude inundation of the railway and pedestrian tunnels from extreme flood events plus:

- seepage through structures;
- wash down water; and
- rain water carried into the tunnel.

- Station/equipment SCADA control and monitoring systems for lighting, electrical systems, drainage, security, temperature, communications equipment, UPS, rectified power supplies, fare gates, ticketing and fire systems alarms; and
- Planning and project management of cutovers for Station works.

Other communications systems are described in Section 9.5.

8.7 Fire Services in Tunnels and Station

The Alliance will be responsible for the detailed design, materials specification, quality of workmanship specification and construction of the fire detection and protection systems, in accordance with the BDC document, including:

- A dry header fire main and booster system throughout the railway tunnel that is connected to the water mains in surrounding city streets;
- A heat and smoke detection, alarm and monitoring system for the railway and pedestrian tunnels;
- Emergency escape fire isolated stairs, where required;
- Emergency escape way finding signage; and
- Smoke detection and EWIS to Platforms 3 and 4, and those parts of Platforms 5 and 9/10 that are under the eastern concourse;
- New communications room fire detection and gas suppression systems;
- Direct FESA alarm provisioning/changes and project management; and
- Integration of all new fire/EWIS systems with the existing Perth Underground fire monitoring/EWIS systems.

The new track will be conventional jointed type; a single rail traction return system will be adopted and an appropriate earthing and bonding system is to be developed. There will be some minor changes in dual rail traction circuit territory in the existing Perth to Butler drive.

The PTA has appointed overhead system designers to prepare reference and final designs and documentation of the Works, including:

- Plan and section drawings
- Earthing and bonding plans
- Bills of quantities
- Isolation and sectioning drawings
- Detailed scope of work

These designers will be novated to the Alliance for the duration of the Project.

The Alliance will appoint the overhead systems sub-contractor after a price competitive selection process and carry out commissioning.

9.4 Railway Signalling Systems

The scope for the signalling systems for permanent and temporary track alignments during the course of the Works includes:

- Supply, installation, and commissioning of new signalling equipment and modifications to existing equipment as required to implement each operational stage;
- Recabling and recommissioning of existing equipment from the major equipment node J7 to a new Microlok based object controller located in a new Signal Equipment Room (SER) in the abutment of the new Roe Street bus bridge. Depending on the commissioning strategy adopted, this task may require the Alliance to produce additional Microlok application data;
- Decommissioning and recovery of all equipment made redundant including 'J7' and City Relay Room; and
- Design and implementation of Phoenix Train Control System changes.

Designs for the signalling system are based on the practices adopted for the recently completed Southern Suburbs Railway, utilising the following equipment:

- Microlok II Processor Based Interlocking System;
- ASS, L10000 Type 2, Automatic Train Protection System Encoder;
- RuggedCom RS400 Ethernet based Terminal Server;
- LED Signals; and
- DC Track Circuits (with minor modifications to existing UM71 equipment).

The PTA has appointed signalling designers to prepare verified detailed designs, tested application data and train control modifications for each operational stage. These designers will be novated to the Alliance for the duration of the Project.

The PTA will pre-qualify a list of signalling contractors to supply, install and commission signalling equipment and train control system modifications. The Alliance will appoint the relevant sub-contractors for specific packages after a price competitive selection process.

10 Perth Station Works

10.1 Scope

The Alliance will be responsible for the detailed design, materials specification, quality of workmanship specification and construction of the Perth Station, in accordance with the BDC document, including:

- Pedestrian tunnel, including escalators and existing lift modification at PUG;
- New Platform 10 with new lift and relocation of refurbished escalators with an extension of eastern concourse with new stair and alteration of the fare gate barriers;
- Extension of Platform 9 to the east;
- An extension of the existing space frame roof canopy to the north over the new Platform and track 10;
- Regrading, resurfacing and edge realignment of the western half of Platforms 6/7 and 9. The eastern half of Platforms 6/7 will be upgraded in the Forward Works contracts;
- Platform end gates to Platforms;
- Ceilings and tiling to Platforms 3, 4 and part of 5;
- Tiling to Platform 5;
- Temporary reinstatement of the 'old' Platform 1 and extension thereof to a length of 165 metres. This platform will be demolished at the end of the Project.

10.2 Architectural Requirements

Architectural finishes for the pedestrian tunnel must comply with PTA Station Design Manual and in particular the following requirements:

- Consideration of specialist skills such as access and mobility, fire and life engineering, pedestrian flow analysis and management, acoustics, environmental lighting, heritage architecture, materials scientists and specialists on elements such as finishes, waterproofing, paint systems, thermal movement, electrolytic reactions and dissimilar materials reactions;
- Highly durable, maintainable and vandal resistant finishes to all publicly accessible surfaces including but not limited to paths, floors, walls, ceilings, glazing and glazing systems, soffits, structures, furnishings, fittings, equipment (lifts, escalators, telephones, etc), signage;
- Support services and maintenance access to wall services for advertising structures and systems;
- Public Art requirements; and
- Access for Maintenance and Servicing