infomrat





**Invitation for Expressions of Interest (EOI)**

**Ipswich Health Building Project**

UniSQ Reference No: USQ1093062024

Date Issue: 3 May 2024

Contents

[Contents 2](#_Toc165628549)

[Definitions 4](#_Toc165628550)

[1. Introduction 6](#_Toc165628551)

[1.1 Project Overview 6](#_Toc165628552)

[1.2 Purpose of this EOI 6](#_Toc165628553)

[1.3 Invitation for Expressions of Interest 6](#_Toc165628554)

[2. Project Scope 6](#_Toc165628555)

[2.1. Facilities 7](#_Toc165628556)

[2.2 Functional Requirements 8](#_Toc165628557)

[2.3 Current Site Investigations and Preliminary Design Activities 8](#_Toc165628558)

[2.4 Project Approvals 9](#_Toc165628559)

[2.5 Estimated value of the works and proposed Maximum Contract Sum 9](#_Toc165628560)

[3. Commercial Framework 9](#_Toc165628561)

[3.1 Contract Model 9](#_Toc165628562)

[3.2 Delivery Phase D&C Contract 9](#_Toc165628563)

[3.3 Delivery Phase D&C Contract Commencement 10](#_Toc165628564)

[3.4 Practical Completion 10](#_Toc165628565)

[3.5 Project Management and Superintendency during ECI and Delivery Phase 10](#_Toc165628566)

[3.6 Novation of Incumbent Consultants 10](#_Toc165628567)

[4. Procurement Process 10](#_Toc165628568)

[4.1 EOI Phase 10](#_Toc165628569)

[4.2 Single ECI Phase 10](#_Toc165628570)

[4.3 Procurement Timeline 10](#_Toc165628571)

[4.4 Proposed ECI Agreement 11](#_Toc165628572)

[4.5 ECI Phase Commencement 11](#_Toc165628573)

[4.6 ECI Fee 11](#_Toc165628574)

[5. Submission of EOI Responses 11](#_Toc165628575)

[5.1 Information to be Submitted 11](#_Toc165628576)

[5.2 Submission Requirements 12](#_Toc165628577)

[5.3 Requests for Information 12](#_Toc165628578)

[5.4 Invitation Addenda 12](#_Toc165628579)

[5.5 EOI Terms and Conditions 12](#_Toc165628580)

[EOI Terms and Conditions 12](#_Toc165628581)

[6. Evaluation and Shortlisting of EOI Responses 12](#_Toc165628582)

[6.1 Evaluation Approach 12](#_Toc165628583)

[6.2 Evaluation Criteria 13](#_Toc165628584)

[6.3 Notification 13](#_Toc165628585)

[7. Probity 13](#_Toc165628586)

[7.1 General 13](#_Toc165628587)

[7.2 UniSQ Advisors 14](#_Toc165628588)

[8. UniSQ Contact 14](#_Toc165628589)

[Schedule A – EOI Terms and Conditions 15](#_Toc165628590)

[Schedule B1 – ECI Agreement 21](#_Toc165628591)

[Schedule B2 – Draft Contract 22](#_Toc165628592)

[Schedule C – Response Schedule 23](#_Toc165628593)

[Schedule D – Proposed ECI Timetable and Delivery Phase Program 33](#_Toc165628594)

[Schedule E – Cost Plan and Value Management Opportunities 34](#_Toc165628595)

[Schedule F – Innovation 35](#_Toc165628596)

Definitions

Unless the context otherwise requires, capitalised terms in this Invitation for EOI have the meaning as outlined below:

**Closing Time** means the date and time identified in section 1.3 of the Invitation for EOI.

**D&C Contract** means the design and construction (D&C) contract for the Delivery Phase of the Project, which will be substantially in the form of the Draft Contract.

**D&C Contractor** means the contractor engaged by UniSQ to deliver the Delivery Phase (D&C) under the D&C Contract.

**Delivery Phase** means the design and construction (D&C) phase of the Project, which follows the ECI Phase.

**Draft Contract** means the proposed design and construct contract for delivery of the Project, and to be amended by the Principal during ECI Phase (the Draft Contract is provided as Schedule B2 to this Invitation for EOI).

**ECI Phase** means the early contractor involvement phase of the procurement during which the ECI Proponent will undertake the ECI Phase Services for the Principal, and submit a Final Delivery Phase Proposal for the Principal’s consideration.

**ECI Agreement** means the agreement under which ECI Phase Services will be undertaken (the ECI Agreement is provided as Schedule B1 to this Invitation for EOI).

**ECI Phase Services** means the activities and services to be undertaken by the ECI Proponent during the ECI Phase.

**ECI Proponent** means the sole proponent selected by UniSQ to undertake ECI Phase Services.

**EOI Terms and Conditions** means those terms and conditions set out in Schedule A to this Invitation for EOI.

**Expression of Interest** or **EOI** means an offer submitted in response to the Invitation for EOI.

**Final Delivery Phase Proposal** means the final proposal submitted by the ECI Proponent at the culmination of the ECI Phase as per the terms of the ECI Agreement.

**Invitation for EOI** means this document titled "Invitation for Expressions of Interest (EOI)" and any notice or addendum issued by UniSQ to Respondents in accordance with this document.

**Maximum Contract Sum** has the meaning given to that term in the ECI Agreement (Schedule B1 to this Invitation for EOI).

**Principal** means the University of Southern Queensland (UniSQ).

**Principal’s Concept Design** means the Principal’s Concept Design developed by Conard Gargett and included as part of the Project Brief.

**Preliminary Design** means the design and documentation to be developed (based on the Principal’s Concept Design and Project Brief) by the ECI Proponent during the ECI Phase, which will be included in the D&C Contract.

**Project** means the 'Ipswich Health Building Project' as described in section 1.1.

**Project Brief** means the high-level performance specifications included as part of the ECI Agreement.

**Project Requirements** means the detailed performance specification to be developed based on the Project Brief by the ECI Proponent during the ECI Phase, and included as part of the D&C Contract.

**Program** means a program that includes sufficient detail for a detailed analysis and be in a form as necessary to show the ECI Proponent's bona fide planned work activities and sequences for bringing the Works to Practical Completion (as defined in the Draft Contract) by the Date for Practical Completion (as defined in the Draft Contract).

**Respondent** means any person that provides an EOI response to this Invitation for EOI.

**Timetable** means the timetable prepared by the ECI Proponent for the development and completion by the ECI Proponent of the ECI Phase Services in accordance with the requirements of this ECI Agreement.

1. Introduction

## **1.1 Project Overview**

UniSQ has identified a need for a new health building and associated infrastructure at its Ipswich Campus (**Ipswich Health Building Project**).

The Ipswich Health Building Projectwill:

1. cater for increased health program enrolments and programs offered by the university to educate the health workforce of tomorrow;
2. create a new flagship facility including laboratories, teaching and learning spaces, meeting rooms, exercise science and sports facilities and additional associated functions to supports a health and wellness precinct around a separate new athletics track; and
3. align with the UniSQ's vision to be recognised as a world class, research-intensive university.

The new Ipswich Health Building is required to be operational in September 2025.

UniSQ plan to procure a D&C Contractor for the Project using a two-stage procurement process consisting of an Expression of Interest (**EOI**) followed by a single Early Contractor Involvement (**ECI**) phase.

## **1.2 Purpose of this EOI**

This Invitation for EOI represents the first of two procurement phases of the selection process, with the second phase being a single ECI Phase. Under this Invitation for EOI, UniSQ invites suitably qualified Respondents to submit an EOI.

This Invitation for EOI seeks to:

1. advise the market of the Project and provide an overview of the indicative scope of works required to deliver the Project;
2. provide an overview of the likely commercial and legal framework for the Project;
3. outline the procurement and evaluation process UniSQ will be employing to select its preferred proponent to proceed to the next stage of procurement (ECI Proponent); and
4. set out the Evaluation Criteria which each Respondent will be assessed against to permit selection of the preferred proponent.

## **1.3 Invitation for Expressions of Interest**

Expressions of Interest (EOI) are being invited from organisations wishing to be selected to participate in the Single ECI processes for the Ipswich Health Building Project.

Submissions close at 4:00pm on 31/05/2024 **(Closing Time)*.***

By submitting an EOI, the Respondents acknowledges that they are bound by the EOI Terms and Conditions outlined in Schedule A to this Invitation for EOI.

2. Project Scope

UniSQ’s Ipswich Health Building is required to be operational in September 2025. To meet these timeframes, a D&C Contractor is required to:

1. undertake any required site investigations, design, construction, testing and commissioning activities;
2. interface and co-ordinate with other relevant third parties to the works such as public and private services authorities, UniSQ services and UniSQ end users;
3. rectify defects during the defect liability period; and
4. prepare the final handover of the Ipswich Health Building Project facilities to UniSQ.

The scope for the Project also involves:

1. potential provision of a fourth (4th) floor as a “cold shell” to be fitted out at a later date (4th floor subject to cost planning and design development in ECI Phase); and
2. determination of constraints on the levels of the building ground floor by modelling earthworks balance required for provision of an adjacent Athletics Track and Field, which may be constructed in the future subject to further funding.

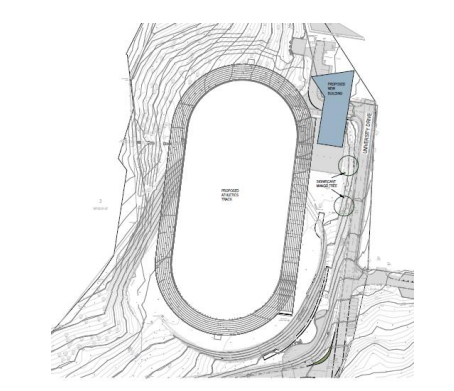
The location and layout of the Ipswich Health Building Project is as set out below in Figure 1.

Figure 1 – Location and layout of Ipswich Health Building Project

## **2.1. Facilities**

The Ipswich Health Building will cater for a range of undergraduate and postgraduate health and allied programs including but not limited to occupational therapy, speech pathology, social work, physiotherapy and strength & conditioning. The building will also cater for high quality research. As such, the facilities to be provided at the Ipswich Health Building will include:

1. PC2 teaching and research laboratories;
2. Teaching laboratories specialising in health and allied disciplines;
3. Sport and exercise science facilities;
4. Staff and student collaborative space;
5. Staff office accommodation;
6. Provision for new athletics track and field, including associated facilities in the future; and
7. Provision for 4th floor (subject to ECI outcome).

The current concept design prepared by the UniSQ (Principal’s Concept Design) has considered items a) through f) above.

## **2.2 Functional Requirements**

The Principal has prepared a Project Brief with functional requirements and a concept design (Principal’s Concept Design), for the ECI Proponent to progress and develop into more detailed performance specification (Principal’s Requirements) and Preliminary Design during the ECI Phase. The Project Brief is contained in Schedule B1.

## **2.3 Current Site Investigations and Preliminary Design Activities**

##### **2.3.1 Site Investigations**

UniSQ has recently undertaken a range of preliminary site investigations and studies including:

1. Engineering survey including services;
2. Geotechnical Investigation Report;
3. Contaminated Land and Preliminary Site Investigation Report, and
4. Preliminary Planning and Development Advice Report.

UniSQ’s has intentionally completed these preliminary site investigations and studies before the EOI Phase and ahead of ECI Phase Services.

For the avoidance of doubt, these preliminary site investigations and studies will not identify or eliminate all potential or actual site risks and will serve as Information Documents only.

Further site investigation and engagement will be required with relevant third parties and UniSQ to identify all services infrastructure and establish appropriate relocation and protection plans that accommodate the Preliminary Design.

A summary of preliminary site investigations and studies are summarised below.

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Document Title | Prepared By | Issue Date |
| 1. | Engineering Survey  11698 – Salisbury Road, Ipswich UniSQ  10067 S 01 DT F (PDF) | Saunders Havill Group  Architectus Conrad Gargett | 13 October 2023 |
| 2. | Geotechnical Investigation Report | RMA Soils | 29 February 2024 |
| 3. | Contaminated Land and Preliminary Site Investigation Report | Range Environmental Consultants | 08 March 2024 |
| 4. | Preliminary Planning and Development Advice Report | Precinct Urban Planning | 19 February 2024 |

##### **2.3.2 Preliminary Design and Project Requirements**

The Principal’s Concept Design and Project Brief are provided as attachments to the ECI Agreement (refer Schedule B1 of this Invitation for EOI).

## **2.4 Project Approvals**

The University of Southern Queensland’s Ipswich Campus is subject to an infrastructure designation pursuant to the planning legislation in force at that time.

UniSQ has sought further planning and development advice for the Ipswich Campus which will be provided to Respondents for reference.

The ECI Proponent and eventual D&C Contractor will be required to obtain all relevant authority approvals for the Project and undertake a planning self-assessment to ensure the project development is consistent with the planning advice, MID and relevant legislation.

## **2.5 Estimated value of the works and proposed Maximum Contract Sum**

The Principal will not be providing any owner’s cost estimates as part of this Invitation for EOI.

The Respondent will be required as part of its EOI submission to provide a high-level cost plan of the Principal’s Concept Design along with a table of value management opportunities.

The intention is that the Respondent’s high level cost plan provided in response to this Invitation for EOI will be used to set the Maximum Contract Sum in the ECI Agreement, should the Respondent be successful in becoming the ECI Proponent for the next phase of procurement.

3. Commercial Framework

## **3.1 Contract Model**

Subject to satisfaction of certain requirements during ECI Phase (including agreed pricing and UniSQ having determined in its absolute discretion to proceed), the Project will proceed to a Delivery Phase, adopting a design and construct (D&C) contract model.

In the Delivery Phase the D&C Contractor will complete (to the extent required by the D&C Contract and not completed in the ECI Phase) the design and construction, commissioning, completion and handover the works.

## **3.2 Delivery Phase D&C Contract**

The D&C Contract to be used to engage the D&C Contractor in the Delivery Phase will be an amended AS4300 contract substantially in the form of the Draft Contract contained in Schedule B2.

## **3.3 Delivery Phase D&C Contract Commencement**

Subject to the satisfaction of certain requirements of the ECI Agreement, contract award for the D&C Contract is expected in October 2024.

## **3.4 Practical Completion**

The Date for Practical Completion under the proposed D&C Contract is expected to be late 2025. This date is driven by the expected need for the Principal’s remaining specialist fitout and occupation of the building by 2026 when the peak of new students occurs.

## **3.5 Project Management and Superintendency during ECI and Delivery Phase**

UniSQ may engage a third-party project management services provider to assist with the superintendency, contract administration and design review during both ECI Phase and Delivery Phase.

## **3.6 Novation of Incumbent Consultants**

As outlined under Section 7.2, incumbent consultants (UniSQ’s Advisors) are not to be involved in any part of an EOI Respondent’s EOI, or to be approached by any EOI Respondent without prior written approval of UniSQ.

In order to identify opportunities for best project outcomes, value for money and best industry innovative practices, UniSQ encourages the Respondent to propose an architect and key consultants that are alternative to the UniSQ’s Advisor’s.

UniSQ will consider the EOI Respondent’s proposed architect and consultants, but reserves its right to novate all or some of the incumbent consultants (UniSQ’s Advisors) for ECI Phase and Delivery Phase at its absolute discretion.

4. Procurement Process

The selection process will be two (2) stage process including an EOI phase and a subsequent single ECI Phase.

## **4.1 EOI Phase**

The EOI Phase will be used to select one ECI Proponent to proceed to the single ECI Phase.

## **4.2 Single ECI Phase**

During the second stage, the single ECI Phase, the ECI Proponent will carry out specified early contractor involvement activities including design development, design review, cost planning and programming (ECI Phase Services).

Cost planning and value management will be an integral part of ECI Phase activities to ensure the project is delivered within UniSQ’s budget.

UniSQ will be engaging external consultants (for example independent Quantity Surveyors) to verify aspects of the ECI Proponent’s proposed Final Delivery Phase Proposal including program and cost.

UniSQ will determine in its absolute discretion to proceed to the Delivery Phase.

## **4.3 Procurement Timeline**

This Invitation for EOI is part of a multi-stage process denoted in the table below. Dates shown below provide an indication of the proposed selection timeframe. Dates are subject to change by UniSQ and are provided as an indication only.

| Procurement Timeline Milestone | Indicative Date |
| --- | --- |
| Stage 1: EOI Phase | |
| Release of Invitation for EOI | 03/05/2024 |
| Closing date for questions/clarifications | 17/05/2024 |
| Closing Time for submission of EOI Response | 31/05/2024 |
| Evaluation and selection of Single ECI Proponent (ECI Proponent) | June 2024 |
| Stage 2: Single ECI Phase | |
| Finalisation and execution of ECI Agreement | June 2024 |
| Interim Submission | August 2024 (8 weeks from ECI Contract Date) |
| Closing date for submission of Final Delivery Phase Proposal | September 2024 (4 weeks from feedback regarding the ECI Interim Submission) |
| Evaluation of Final Delivery Phase Proposal | October 2024 |
| Stage 3: Execution of the D&C Contract and commencement of the works | |
| Contract finalisation and award | October 2024 |

## **4.4 Proposed ECI Agreement**

The ECI Agreement to be used to engage the selected ECI Proponent will be substantially in the form similar to that contained in Schedule B1.

## **4.5 ECI Phase Commencement**

Finalisation and execution of ECI Agreement is expected in June 2024.

## **4.6 ECI Fee**

The ECI Proponent will be entitled to reimbursement costs as set out in the ECI Agreement.

5. Submission of EOI Responses

## **5.1 Information to be Submitted**

The EOI submission shall include:

1. Any required departures to the ECI Agreement as set out in Schedule B1;
2. Any required departures to the D&C Contract as set out in Schedule B2;
3. The general responses in the form set out in Schedule C;
4. A high-level cost plan and a list of value management opportunities in the form required in Schedule E;
5. The Respondent's proposed Timetable for ECI Phase and Program for Delivery Phase as required by Schedule D noting the milestones outlined in section 4.3 of this Invitation for EOI and the Preliminary Program set out in the ECI Agreement;
6. An outline of alternative solutions to reduce time or cost as set out in Schedule F; and
7. Any other information which the Respondent considers may assist UniSQ in evaluating the EOI submission.

## **5.2 Submission Requirements**

The EOI submission must:

1. Remain valid and open for the EOI Validity Period noted in Schedule A;
2. Address all the requirements set out in Schedules B1, B2, C, D, E and F;
3. Be submitted in the e-Tender Box no later than the Closing Time;
4. Be signed by a director or authorised representative.

## **5.3 Requests for Information**

If a Respondent has any doubt about the meaning of anything in this Invitation for EOI, it must make a written request to UniSQ for clarification. Any such written request must be directed to the person specified as the UniSQ contact in this document.

UniSQ reserves the right to provide any additional information or clarification to all prospective Respondents.

The Respondent will have no right to confidentiality in relation to any questions, comments, identification of errors or inadequacies or requests for further information or clarification.

## **5.4 Invitation Addenda**

UniSQ may at any time prior to the closing of EOI submissions, issue in writing an addendum to this Invitation for EOI, including in response to an RFI submitted by any potential Respondent. Any addendum issued by UniSQ will form part of this Invitation for EOI.

## **5.5 EOI Terms and Conditions**

# EOI Terms and Conditions

By submitting an EOI Submission, the Respondent agrees to be bound by the EOI Terms and Conditions set out in Schedule A.

6. Evaluation and Shortlisting of EOI Responses

## **6.1 Evaluation Approach**

Each EOI submission will be assessed based on its ability to meet a set of evaluation criteria. A defined evaluation approach will be adopted to select the preferred Respondent to proceed to the ECI Phase.

UniSQ may invite one (1) shortlisted Respondent to participate in the second stage - a single Early Contractor Involvement (ECI) Phase.

UniSQ reserves the right to advance documentation submitted as part of the EOI through to the resultant ECI Phase.

## **6.2 Evaluation Criteria**

Respondents will be evaluated on the following criteria utilising the response requirements outlined Schedule B1, Schedule B2, Schedule C, Schedule D, Schedule E and Schedule F where applicable:

**Mandatory Criteria:**

* QBCC Licence of the required class
* Sufficient financial capacity and liquidity to undertake the project
* Ability to evidence required insurances
* Ability to meet government policy requirements
* Ability to evidence independently certified management systems (WHS, Quality, Environment)

**Comparative Evaluation Criteria:**

* Criteria 1 – Value for Money and Innovation
* Criteria 2 – Understanding of project requirements and approach to delivering project outcomes including program
* Criteria 3 – Demonstrated culture for successful collaboration with UniSQ / Queensland Government
* Criteria 4 – Relevant experience and capability
* Criteria 5 – Key personnel and key subcontractors
* Criteria 6 – Other Government Objectives (local benefits, indigenous employment etc)

Respondents' EOI responses will be compared and assessed based on the Comparative Evaluation Criteria to allow UniSQ to make a decision regarding the preferred ECI Proponent to progress to the ECI Phase. There is no relative importance associated with the order of the Comparative Evaluation Criteria.

## **6.3 Notification**

Following the evaluation of EOI Responses, UniSQ will invite at its sole discretion, a single proponent to participate in the ECI Phase, as the ECI Proponent.

7. Probity

## **7.1 General**

E3 Advisory has been engaged to perform the role of Probity Advisor for this Project, while the UniSQ Procurement Manager will undertake the role of Probity Auditor. Any queries or concerns in relation to probity should be directed to the Probity Auditor in the first instance:

Name: Paul Murray

Email: [paul.murray@unisq.edu.au](mailto:paul.murray@unisq.edu.au)

The Probity Auditor will work in conjunction with the Probity Advisor to observe and to ensure that the selection process is followed in a manner which is transparent and fair to all participants.

## **7.2 UniSQ Advisors**

Respondents must not engage or seek to engage with any of the UniSQ’s Advisors as set out below, UniSQ employees (other than the nominated Probity Auditor and QTender contact), contractors, consultants (including sub-consultants) or any of its related parties in relation to the Project without UniSQ’s prior written approval, which may be given or withheld at UniSQ’s absolute discretion.

UniSQ's Advisors include:

* Principal’s Architect for Principal’s Concept Design development – Architectus Conrad Gargett (including all subconsultants, e.g. SportEng)
* Commercial and Probity Advisor – E3 Advisory
* Legal Advisor – MinterEllison
* Cost Planning and Quantity Surveying – Turner and Townsend, and Currie and Brown
* Town Planning – Precinct Urban Planning

8. UniSQ Contact

The Respondent must direct any enquiries via QTender and must not contact any other UniSQ employee or representative other than the nominated contact person.

Schedule A – EOI Terms and Conditions

1. (**Closing Time**)Expression of Interest (EOI) responses not lodged before the Closing Time may, at the discretion of UniSQ, not be considered.
2. (**Submission requirements**) EOIs are to be lodged by the Closing Time by submitting response through the QTenders portal.
3. (**Evaluation Criteria**) This Invitation for EOI will be opened publicly. Responses will be shortlisted and evaluated based on the mandatory criteria and comparative evaluation criteria set out in section 6.2 of the Invitation for EOI.
4. (**Amendments to the Invitation for EOI**) Any amendment to the Invitation for EOI documents post-closing shall require the written approval of UniSQ.
5. (**Advertisement of successful Respondent**) No advertisement relating to the acceptance of any EOI shall be published in any advertising medium without the prior written approval of the UniSQ.
6. (**Communications after Closing Time**) After the Closing Time of the Invitation for EOI and until an EOI offer is accepted or all are rejected, no communication relevant to the Invitation for EOI shall take place with UniSQ except in response to a request from UniSQ.

Information may be sought by UniSQ either verbally, in writing or electronically from a Respondent, its representative or agent. Any such information furnished by or on behalf of the Respondent shall be confirmed in writing if required by UniSQ.

If any Respondent, or its representative or agent, desires to make any oral explanation, or to submit orally additional information concerning their EOI response, they shall make written application to the UniSQ Contact set out in section 8 of the Invitation for EOI for permission and set out the reasons why they desire such an interview.

1. (**Validity Period**) EOI responses shall remain valid for a period of 90 days (or such time as otherwise advised to EOI Respondent in writing) after the Closing Time (**Validity Period**) and may be accepted at any time before the expiry of this Validity Period.
2. (**Conforming EOI**) EOI responses must comply fully with the format and requirements specified in the Invitation for EOI. All EOI responses must be submitted in writing on the form provided, signed by the person or persons making the EOI response or, if a company, sealed by the company, and supplemented, if necessary, by other signed and dated documents. UniSQ may, in its absolute discretion, determine if an EOI submission is conforming.

**Note**: 'See Attached' is not an acceptable reply unless there is insufficient space provided, in which case give brief details of attachment.

1. (**Treatment of non-conforming EOI**) UniSQ may in its absolute discretion:
   1. accept a non-conforming EOI or part of a non-conforming EOI;
   2. reject a non-conforming EOI or part of a non-conforming EOI; or
   3. decline to evaluate a non-conforming EOI.
2. (**Respondent details**) Respondents must state in their EOI response (on the form provided):
3. in the case of an individual, their full first or given name/s, surname and address;
4. in the case of a Business, the Business name, the names and addresses of all Proprietors, and the address of the principal place of business;
5. in the case of a Company, the full name of the Company, its Australian Company Number (ACN), and the address of the registered office of the Company;
6. their Australian Business Number (ABN) and whether the business is registered for GST.
7. (**Errors in EOI submissions**) Should any errors or discrepancies be found in the EOI response after closing, then UniSQ may reject the response.
8. (**Post Closing Time negotiations**) After the Closing Time, UniSQ may shortlist any number of Respondents and negotiate with one or more Respondents about the terms of the EOIs, including negotiations to:
9. amend the EOI submission;
10. amend the ECI Agreement (including the Project Brief, Principal's Concept Design and Draft Contract);
11. enter into any other discussions and negotiations necessary to settle the terms of the ECI Agreement.

The Respondent acknowledges and agrees that UniSQ is not required to negotiate with all Respondents on the same basis or provide to all Respondents the same opportunity to negotiate with UniSQ.

1. (**Acceptance of EOI submissions)** UniSQ may, in its absolute discretion:
2. accept one EOI (including a non-conforming EOI) or no EOI;
3. accept an EOI other than the EOI which provides the lowest ECI Fee;
4. accept only part of an EOI; and
5. where no EOI is accepted, abandon the EOI process or proceed in such manner as UniSQ may choose.

An EOI will be accepted only when UniSQ notifies the Respondent in writing that the EOI has been accepted. Following such notification, the Respondent will be required to enter the ECI Agreement within 14 days (or a longer period notified by UniSQ) of being notified by UniSQ.

1. (**Right to Information**) EOI Responders are advised that information provided in the EOI documents may be subject to disclosure resulting from an application made under the *Right To Information Act 2009*.
2. (**Feedback**) Unsuccessful Respondents to the Invitation for EOI are entitled to feedback on their response by the University.
3. (**Compliance with law)** The EOI Responder must comply with all relevant laws.
4. (**Government Respondents**) EOI responses submitted by a government owned business, a local government, a State or Commonwealth agency or authority must be priced to comply with the applicable competitive neutrality policy of their jurisdiction.
5. (**Anti-corruption**) Respondents shall not:
6. offer gifts or favours of any kind to any UniSQ Council members, executives, officers or personnel as inducement to accept an EOI response;
7. engage in any other uncompetitive behaviour or other practice which denies legitimate business opportunities to other Respondents.
8. Failure to comply with this condition is in breach of the Queensland Government's Supplier Code of Conduct 2023 and may result in the EOI response being rejected.
9. (**Revocation of Invitation for EOI**) Where no viable EOI submissions have been received, UniSQ reserves the right to revoke the Invitation for EOI. This does not restrict UniSQ from recommencing the EOI process at a later date.
10. (**No obligation**) UniSQ has no obligation to proceed with this Invitation for EOI and may choose an alternative strategy based on the information presented.
11. (**Intellectual property**) All intellectual property rights in the EOI and any other document provided by UniSQ in connection with the EOI process remain vested in and the property of UniSQ. The Respondent grants to UniSQ a royalty free, perpetual and irrevocable licence to use all the Respondent’s intellectual property rights connected with the EOI submission to enable UniSQ to deal with the EOI submission in accordance with the EOI process.
12. (**Privacy**) If the Respondent collects or has access to Personal Information (as defined by the *Privacy Act 1988* (Cth) (**Privacy Act**), including Personal Information provided by UniSQ, because of the EOI process, the Respondent must comply with the Privacy Act in relation to the collection, storage, handling, accessing, amendment, management, transfer, use or disclosure of the Personal Information, as if the Respondent was UniSQ.
13. (**Confidentiality**)
14. In this clause 24, **Confidential Information** means:
    * + all information (including commercially sensitive information and technical knowledge and information regarding UniSQ) in connection with the EOI process directly or indirectly disclosed or made available to the Respondent by or on behalf of UniSQ;
      + all notes and other records prepared by the Respondent (or any of its officers, employees, related bodies corporate or advisers) based on or incorporating information referred to in the previous paragraph;
      + all copies of the information and those parts of the notes and other records referred to in the previous two paragraphs.
15. Subject to subclauses (c) and (d), the Respondent acknowledges and agrees that it will always (including after the completion or termination of the EOI process):
    * + use the Confidential Information solely for the purposes of preparing an EOI submission or in connection with the EOI process;
      + keep the Confidential Information confidential; and
      + (not disclose or use the Confidential Information, or allow any employee, agent, or other person/s to disclose or use any of that information, without UniSQ’s prior written consent (which may be granted or refused at UniSQ’s absolute discretion).
16. The obligations of confidentiality under these EOI Terms and Conditions do not extend to Confidential Information that (whether before or after the EOI process is commenced):
    * + is rightfully known or in the possession or control of the Respondent and is not subject to an obligation of confidence on the Respondent owed to UniSQ;
      + is public knowledge in the form in which it was disclosed or made available by or on behalf of UniSQ (otherwise than because of a breach of these EOI Terms and Conditions); or
      + the Respondent is required by law or by order of a court of competent jurisdiction to disclose.
17. The Respondent may disclose Confidential Information to its officers and employees who:
    * + have a need to know the Confidential Information for the purposes of preparing an EOI submission or in connection with the EOI process (and only to the extent that they have a need to know); and
      + are aware that Confidential Information must be kept confidential.
18. (**Conflict of interest**) A Respondent must ensure that it and its officers, employees, agents and advisors do not place themselves in a position that gives rise to, or likely to give rise to, an actual, potential or perceived conflict of interest between the interests of UniSQ and the Respondent’s interests during the EOI process. If a conflict of interest arises, or appears likely to arise, the Respondent must notify UniSQ immediately in writing and take such steps as UniSQ may reasonably require to resolve or otherwise deal with the conflict.
19. (**Ethical Supplier Threshold**) Any response indicating non-compliance with the Ethical Supplier Threshold criteria will result in an EOI submission being excluded from further consideration in the EOI process.
20. (**Nature of Invitation for EOI)** This Invitation for EOI is not an offer. It is an invitation for the submission of an EOI to enter the ECI Agreement.
21. (**UniSQ's rights)** UniSQ reserves the right, in its absolute discretion, without limiting any other rights that UniSQ may have whether under the Invitation for EOI or otherwise, to conduct the EOI process and the evaluation of EOI submissions in such a manner as it thinks fit and (without limitation) may do any one or more of the following at any time and without giving reasons:
22. terminate the EOI process for its convenience (without any implied duty of good faith) by giving written notice to Respondents;
23. vary, suspend, withdraw, cancel, or abandon the ECI process or any subsequent process;
24. alter the Invitation for EOI at any time, including the evaluation criteria;
25. not proceed with all or part of the EOI process and:
    * + carry out all or any part of the ECI Services itself; or
      + have any person or persons (whether that person is a person who has been invited to or has submitted an EOI) carry out all or any part of the ECI Services;
26. consider any information from its own and other sources in evaluating an EOI submission;
27. seek clarification or additional information orally or in writing from any Respondent or anyone else (whether nominated by a Respondent as a referee);
28. pre-qualify, seek a submission from, shortlist, negotiate and enter into an agreement with one or more Respondents after the Closing Time;
29. extend the Closing Time or any other time or date in the EOI process;
30. accept or reject any part, or all, of any EOI submission (conforming or non-conforming);
31. reject or refuse to consider or evaluate any EOI submission or all EOI submissions;
32. demand the immediate return or destruction or deletion (including from all electronic records and systems) of the Invitation for EOI or other documents made available by UniSQ (including any copies produced) by any person to which such documents have been provided; and
33. take such other action as it considers, in its absolute discretion, appropriate in relation to the EOI process.
34. (**No contract or other relationship**) Subject to subclause (c) below, by submitting an EOI submission, a Respondent will be taken to have acknowledged and agreed that:
35. Neither the issue of this Invitation for EOI, nor any submission lodged by a Respondent in response to it, gives rise to or creates a contract, quasi contract or other relationship based on restitution, promissory estoppel, or other legal or equitable grounds, between UniSQ and a Respondent; and
36. The rights, powers and discretions given to UniSQ in this Invitation for EOI are not pursuant to any contract between UniSQ and the Respondent or quasi contract or other relationship based on restitution, promissory estoppel, or other legal or equitable grounds, but rather are rights, powers and discretions that UniSQ has as part of this EOI process; and
37. By submitting an EOI submission, a Respondent will also be taken to have agreed to be bound by the terms set out in this Invitation for EOI for the conduct of the EOI process.
38. (**Exclusion of claims**) The Respondent acknowledges and agrees that:
39. All conditions, warranties or other obligations which would otherwise apply to UniSQ (by implication of law or otherwise) are excluded to the maximum extent permitted by law;
40. It shall have no entitlement to make any claim for any costs, losses, expenses or damages it may suffer as a consequence of the EOI process; and
41. It releases UniSQ and its employees, agents and subcontractors from all claims (whether under the law of tort, negligence or otherwise) arising from or in connection with:
    * + The EOI documents or any information provided by or on behalf of UniSQ (including due to incompleteness, errors, discrepancies or other inadequacy);
      + UniSQ exercising (or not exercising) any rights, powers or discretions conferred on it by this EOI;
      + Any of the matters and things in respect of which the Respondent must satisfy itself under this EOI;
      + Any costs, expenses or liabilities incurred by the Respondent in obtaining the EOI documents (or any other related documents) from UniSQ; and
      + Any costs, expenses or other liabilities incurred by the Respondent in preparing an EOI submission or otherwise in connection with the participation in the EOI (whether or not an EOI submission is lodged or accepted by UniSQ) including any costs incurred by the Respondent in providing any further information, carrying out any further work or participating in any interviews or negotiation at the request of UniSQ.
42. (**Limitation of liability)** Despite clauses 26 and 30, if a tender process contract or other relationship is found to exist between UniSQ and a Respondent, or if any claim by a Respondent is not excluded, then to the full extent permitted by law, UniSQ's liability for or in respect of any claim by a Respondent, howsoever arising, will be limited in aggregate to $10.
43. (**EOI costs**) The Respondent acknowledges and agrees that all costs incurred by the Respondent in relation to the Invitation for EOI process must be borne by the Respondent. No claims for reimbursement for time, material, or expenses are to be made by the Respondent against UniSQ regardless of the results of the EOI process.

Schedule B1 – ECI Agreement

Respondents are to provide acceptance of UniSQ’s ECI Agreement. Any departures should be documented in the following format:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Clause Reference** | **Proposed Departure** | **Rationale** |
| 1. |  |  |  |
| 2. |  |  |  |

UniSQ may consider responses from this schedule in the evaluation of the relevant Comparative Evaluation Criteria set out in section 6.2 of this Invitation for EOI.

Schedule B2 – Draft Contract

Respondents are to provide acceptance of UniSQ’s Draft Contract for the Delivery Phase of the Project. Any departures should be documented in the following format:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Key Commercial Term Reference** | **Proposed Departure** | **Rationale** |
| 1. |  |  |  |
| 2. |  |  |  |

In addition, Respondents are to provide their proposed values for the following Contract Particulars outlined in Annexure A (Contract Particulars) of the Draft Contract.

|  |  |
| --- | --- |
| **Contract Particular** | **Proposed Values** |
| Item 54 – Delay Costs |  |
| Item 56 – Pricing Variations |  |
| Item 57 - The Charge for overheads, profit, etc. for Daywork |  |

UniSQ may consider responses from this schedule in the evaluation of the relevant Comparative Evaluation Criteria set out in section 6.2 of this Invitation for EOI.

Schedule C – Response Schedule

**Expressions of Interest Respondent Response Form**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Offeror / Business / Company:** | | | | | |
|  | | | | | |
| **ABN:** |  | | | | |
| **ACN:** |  | | | | |
| **Are you registered for GST? Yes No** | | | | | |
| **Business / Company Contact Person:** | | | |  | |
| **Phone:** |  | | | | |
| **Email:** |  | | | | |
| **Address of principal place of Business:** | | | | | |
|  | | | | | |
|  | | | | | |
|  | | **State:** |  | | **Postcode:** |
| **Postal address of Business:** | | | | | |
|  | | | | | |
|  | | | | | |
| **State:** | |  | **Postcode:** | |  |
|  | |  |  | |  |

*Information collected on this form will be used for the purposes of providing tertiary education, related ancillary services and associated functions. This enables the University of Southern Queensland (UniSQ) to correctly record and comply with relevant legislation including the Income Tax Assessment Act 1997 (Cwth) and Fringe Benefits Tax Assessment Act 1986(Cwth). Your personal information will not be disclosed to any third party without your consent unless required or authorised to do so by law as per the Information Privacy Act 2009 (Qld).*

**Important**

*If submitting information as an attachment, please reference within the sections below the location of the relevant information; for example, refer Attachment ‘A’ or a page number within your response****.***

The below questions relate to the evaluation criteria as specified within the EOI document.

**Mandatory Criteria**

|  |  |
| --- | --- |
| **Insurance** | |
| **The Respondent is to confirm details of the following insurances required.** | |
| Workers compensation insurance | ☐ Yes ☐ No  Expiry date: Insert details  If No, Respondent to provide details: Insert details |
| Public liability and products liability insurance to the minimum value of $20 million | ☐ Yes ☐ No  Insurance Amount: Insert details  Expiry date: Insert details  If No, Respondent to provide details: Insert details |
| Professional indemnity insurance to the minimum value of $20 million | ☐ Yes ☐ No  Insurance Amount: Insert details  Expiry date: Insert details  If No, Respondent to provide details: Insert details |
| Motor Vehicle to the minimum value of $20 million | ☐ Yes ☐ No  Insurance Type: Insert details  Insurance Amount: Insert details  Expiry date: Insert details |
| Contract Works Insurance | [TBC] |
| **Ethical Supplier Threshold** | |
| ***The Respondent is to confirm that they comply with the Ethical Supplier Threshold.***  **Note: answering ‘YES’ to any of the Threshold criteria will make the offer non-conforming. Any relevant Ethical Supplier Mandates will also apply to this Expression of interest process and any resulting contract.** | |
| Since 1 August 2019, has the Respondent: | |
| contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009 (Cth)*, or committed an offence against the *Fair Work Act*? | ☐Yes ☐ No  If Yes, provide details: Insert details |
| contravened a civil remedy provision of Chapter 2, 3, 4, 5 or 7 of the *Industrial Relations Act 2016*, or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| failed to make superannuation contributions on behalf of employees in accordance with law? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| purported to treat employees as independent contractors, where they are not? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017*, or a supplier who is an unlicensed provider under the Act? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| paid employees wages below those provided for in an applicable modern award? | ☐ Yes ☐ No  If Yes, provide details: Insert details |
| **Anti-Slavery** | |
| Is the Respondent required to report under the Modern Slavery Act 2018 | Yes  No |
| How much visibility does the Respondent have over its supply chain? | **High** – The Respondent has mapped out the full supply chain  **Moderate** – The Respondent has identified major Tier One suppliers and have partially or fully mapped out the supply chain.  **Developing** – The Respondent has identified major Tier One suppliers and have limited or no visibility of the supply chain |
| **Other Mandatory Criteria** | |
| Does the Respondent have sufficient financial capacity and liquidity to undertake the project  Please provide the following information that details the Respondent’s financial position:  Last three years audited financial statements of the entity, which must, as a minimum, include balance sheets, profit and loss statements and statements of cash flow and include the directors’ report and the independent auditor’s report (noting further information may be requested below). If you are a business entity that does not produce audited financial statements, please provide the last three years’ financial statements which must, as a minimum, include balance sheets, profit and loss statements and statements of cash flow together with a letter from a qualified accountant verifying the accuracy of the information provided.  If the Respondent is a subsidiary within a group, the audited financial statements of both the subsidiary and the parent entity.  Details of any changes since the most recent signed, audited accounts that would materially affect your ability to fulfil your obligations under this EOI. | Yes  No  Please attach requested documents |
| Does the Respondent hold the appropriate QBCC licence? | Yes  No  Licence number: |
| Is the Respondent prequalified under the Government’s PQS system? | Yes  No |
| Does the Contractor have WHS, Environmental and Quality management systems that have been independently certified as complying with the relevant Australian Standards and ISO accreditations (including but not limited to 9001, 14001, 45001). | Yes  No  Please attach certificates |

|  |
| --- |
|  |

*Note: Failure to meet the above criteria will result in your company not being considered for the ECI Phase*

**Comparative Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| **Criteria [1] – Value for Money and Innovation** | | |
| Respondents to demonstrate history of innovative problem solving, including approach to maximising the development of value for money solutions during the ECI Phase of projects (or similar), together with innovative design and delivery solutions. | | **Response requirements:**   * Provide at least two case studies of projects that demonstrate the Respondent’s approach to innovation and ability to deliver value for money solutions and benefits achieved. * Provide an outline of the Respondent’s approach to innovation and approach to delivering value for money and realising benefits for this project. |
| Respondents to demonstrate an understanding of the estimated value of the works including identifying value management opportunities. | | **Response requirements:**  Provide commentary on the estimated value of the works, opportunities and risks:   * Prepare a high-level cost plan based upon the Principal’s Concept Design prepared by Conard Gargett (the intention is that the cost plan will be utilised to define the Maximum Contract Sum during ECI Phase); * Outline project challenges and risks and proposed mitigation strategies; and * Identify project value management opportunities for the Principal’s Concept Design in a table form with the estimated value of each opportunity.   Provide indicative high-level cost plan and table of value management opportunities as per Schedule E of this Invitation for EOI. |
| **Criteria [2] – Understanding of project requirements and approach to delivering project outcomes** | | |
| Respondent to demonstrate their understanding of the project requirements and their approach to delivering project outcomes | | **Response requirements:**  Provide commentary on:   * the Respondent’s ability to meet the Principal’s proposed procurement milestones for ECI Phase and Program for Delivery Phase * the Respondent’s understanding of the key project issues and the Respondent’s proposed mitigation measures for any identified key project issues * the Respondent’s proposed methodology for ensuring project requirements are developed effectively and efficiently with relevant stakeholders during the ECI Phase and achieved during the Delivery Phase * the Respondents proposed strategy to secure resources and materials in a constrained supply chain * the Respondents proposed methodology for achieving quality outcomes in both design, construction and commissioning   Provide proposed Timetable and Program as per Schedule E of this Invitation for EOI. |
| **Criteria [3] – Successful Collaboration** | | |
| Respondent to demonstrate their history of successfully collaborating with UniSQ or other parts of the Queensland State Government | | **Response requirements:**   * Respondents will be required to provide details for two referees who will be asked to verify the Respondent’s performance, including its ability to meet project objectives and any history of disputes. * Referees must be from UniSQ or other Queensland State Government entities with which the Respondent has contracted within the past five years, for work similar to the Project. |
| **Criteria [4] – Experience and Capability** | | |
| Respondent to demonstrate:   * Successful recent experience in the delivery of projects similar in size and complexity to the Ipswich Health Building Project, including experience, capability and capacity in working on university campuses. * Successful recent experience working on projects that have utilised ECI * Satisfactory project completion within required budget and time constraints * Track record in delivering value for money outcomes * Achievement of Quality, Workplace Health and Safety and Environment outcomes | **Response Requirements:**  Please provide a list of relevant projects completed within the last 10 years including:   * Project Name * Description of project * Description of contract and commercial structure * Role * Start and finish dates * Project Value   Respondents will be required to provide referee details to enable UniSQ to verify the Respondent’s successful experience. | |
| **Criteria [5] – Key Personnel and Key Subcontractors** | | |
| Respondents to demonstrate a robust team structure with experienced personnel | | **Response requirements:**   * Provide an overview of the proposed team structure including names of key personnel and nominated roles * Provide CVs of appropriately qualified, competent and experienced key personnel that will undertake all associated tasks and requirements, including any nominated back up support * Provide details of nominated architect and other consultants and subcontractors * Provide evidence of the nominated architect’s recent successful experience designing projects similar in nature to the Ipswich Health building |

|  |  |  |
| --- | --- | --- |
| **Criteria [6] – Other Government Objectives** | | |
| **Small to medium enterprises** | | |
| ***Is the Respondent a small to medium enterprise?***  ***Small – a business employing less than 20 people.***  ***Medium – a business employing 20 or more people, but less than 200 people.***  ***Note: people are both employees and contractors employed by the Respondent.*** | | |
| Is the Respondent an SME? | ☐ Yes ☐ No  If Yes, select the relevant business size:  ☐ Small ☐ Medium | |
| **Local benefits test** | | |
| The [Queensland Procurement Policy](https://www.forgov.qld.gov.au/procurement-policy) (QPP) requires Queensland Government Agencies to obtain the best value for money in procurement. Under the terms of the Policy, when assessing value for money, agencies are mandated to conduct a Local Benefits Test for all significant procurement.  As part of the Policy, the Government is seeking to prioritise the use of truly local and regional suppliers through its procurement spend, creating and supporting quality jobs that deliver genuine connections to the community and build capacity and prosperity across regional Queensland.  The QPP defines “local Supplier” as:  *“a supplier of goods or services that maintains a workforce whose usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 kilometre (km) radius of where the good or service is to be supplied. If a capable local supplier does not exist within the 125 kilometre radius, the radius should be extended progressively to the local region, then Queensland, then Australia, until a suitable supplier is identified”.* | | |
| ***The Respondent is to complete attached Local Benefits Test*** | | ☐ Yes – Local Benefits Test completed and attached |
| **Aboriginal and Torres Strait Islander business** | | |
| Both the QPP and the [Queensland Indigenous Procurement Policy](https://www.dsdsatsip.qld.gov.au/our-work/aboriginal-torres-strait-islander-partnerships/business-economic-development/queensland-indigenous-procurement-policy) (QIPP) require Queensland Government Agencies to increase the value of Queensland Government procurement spend awarded to Indigenous Businesses to be 3 per cent of addressable spend by 2022.  The QIPP defines “Indigenous Business” as:  *“… one that is at least 50 per cent or more owned by an Aboriginal person and or a Torres Strait Islander person. It may take the form of a company, incorporated association or trust. For clarity, a social enterprise or registered charity may also be an Indigenous business if it is operating a business.”* | | |
| Is the Respondent an Indigenous Business as defined above? | | ☐ Yes ☐ No |
| Is the Respondent certified and published online (e.g. [Supply Nation](https://supplynation.org.au/), [Black Business Finder](http://www.bbf.org.au/))? | | ☐ Yes ☐ No |
| If yes, which site is the Respondent published on? | | Insert details |
| If no, is the Respondent able to produce Statement/s of Indigeneity? | | ☐ Yes ☐ No  If Yes, please provide a copy as part of the Respondent's response. |
| If responding as part of a consortia offer, is any part of the consortia an Indigenous Business? | | ☐ Yes ☐ No |
| If using sub-contractors, are any of the sub-contractors Indigenous Businesses? | | ☐ Yes ☐ No  If Yes, provide the following for each Aboriginal and Torres Strait Islander business:  Company Name: Insert details  Anticipated role within the project: Insert details |
| **Social objectives** | | |
| The Queensland Government is committed to doing business with socially and environmentally responsible suppliers.  Definition of Social Enterprises (Source: Attributed to Social Traders):  Are led by an economic, social, cultural or environmental mission consistent with a public or community benefit.  Trade to fulfil their mission and derive a substantial portion of their income from trade.  Reinvest most of their profit/surplus into the fulfilment of their mission. | | |
| Is the Respondent a Social Enterprise as defined above? | | ☐ Yes ☐ No  If Yes, please provide details below:  Insert details |
| What is the Respondent doing to generate social benefits, such as:  Engaging with social enterprises or Aboriginal or Torres Strait Islander businesses?  Creating employment opportunities for disadvantaged or vulnerablejobseekers, such as long-term unemployed people, people with disability, people with a lived experience of mental health conditions or people from culturally and linguistically diverse backgrounds? | | Insert details |
| What is the Respondent doing to improve environmental outcomes for Queensland? | | Insert details |
| **Code of Conduct** | | |
| The Queensland Government is committed to doing business with ethically, environmentally and socially responsible suppliers.  The Queensland Government has a Supplier Code of Conduct (**Code**) that sets out the standards and expectations government has of businesses who want to sell their goods or services to the government.  The standards and expectations set out in the Code are not intended to reduce, alter or supersede any other obligations which may be imposed by any applicable contract, law, regulation or otherwise.  To ensure that the Code remains current and relevant, it may be amended or updated by the Queensland Government. | | |
| The Respondent confirms that the Queensland Government’s standards and expectations of suppliers as set out in the Code are understood. | ☐ Yes ☐ No | |
| The Respondent provides a commitment that, if selected to supply goods and/or services under any contract resulting from this Invitation for EOI, the Respondent will:   * Be responsible for periodically checking for updates and amendments to the Code; * Aspire to meet the Queensland Government’s standards and expectations as set out in the Code, including as may be updated or amended; and * Raise concerns or otherwise seek clarification in relation to any aspects of the Code, including any updates or amendments to the Code. | ☐ Yes ☐ No | |

Respondent’s authorised representative fully understands the requirements of this Expression of Interest (EOI) and agree to be bound by all terms and conditions of this Invitation for EOI (Reference No. USQ1093062024)

|  |  |
| --- | --- |
| **Signature:** |  |
| **Full name and Position:** |  |
| **Date:** |  |

Schedule D – Proposed ECI Timetable and Delivery Phase Program

Respondents to provide::

* 1. draft Timetable for the ECI Phase; and
  2. draft Program for the Delivery Phase.

Both the draft Timetable and draft Program should meet the requirements of this Invitation for EOI and the ECI Agreement.

Schedule E – Cost Plan and Value Management Opportunities

**High Level Cost Plan**

Respondents to provide a high-level cost plan for the works based on the Principal’s Concept Design. It is intended that the Respondent’s cost plan will be used to establish the Maximum Contract Sum for the ECI Agreement, if selected by UniSQ to become the ECI Proponent. The high-level cost plan should have sufficient detail for an independent consultant team (including but not limited to Quantity Surveyors) to verify and include a breakdown of the preliminaries, overhead and margin as follows:

* Preliminaries - % markup on direct cost of activities undertaken
* Staffing and supervision costs^ (excluding design costs) - % markup up on preliminaries and direct cost of activities undertaken
* Company overheads - % markup on preliminaries, supervision and staffing costs and direct cost of activities undertaken
* Profit margin - % markup on preliminaries, supervision and staffing costs, company overheads and direct cost of activities undertaken

*^ Supervision includes all the Contractor’s staff including but not limited site engineers, project engineers, foreman, supervisors, contract administrators, design manager, construction manager, project managers etc.*

**Value Management Opportunities**

UniSQ have a high-level understanding that design and construction costs associated with the works is expected to fall between the price band of $25m - $35m based on cost planning activities undertaken to date. To ensure budget objectives and Value for Money outcomes are delivered, respondents are to:

a) provide a list of value management opportunities and their estimated value based on their understanding of the Principal’s Concept Design; and

b) provide a list of potential scope reduction items, and their estimated value based on their understanding of the Principal’s Concept Design and the project objectives.

|  |  |
| --- | --- |
| **Description of Value Management Opportunity / Scope Reduction Item** | **Estimated Value ($ ex GST)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Schedule F – Innovation

Respondent’s opportunity to demonstrate alternative solutions to reduce time/cost.

UniSQ may consider responses from this schedule in the evaluation of the relevant Comparative Evaluation Criteria set out in section 6.2 of this Invitation for EOI.

|  |  |
| --- | --- |
| **Description of Innovation Opportunity** | **Estimated Cost ($ ex GST)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |