



**Expression of Interest (EOI)**  
**Albury Wodonga Health Information**  
**Communication Technology Connectivity**

**EOI Number: 01/2010**

**Closing Time: 2.00 pm**

(Australian Eastern Standard Time)

**Friday 4 June 2010**

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## Section A Introduction

### 1. Explanation of the Sections of the Expression of Interest (EOI)

1.1 This EOI is divided into the following sections:

1.1.1 **Section A Introduction**

This section sets out an overview of the EOI.

1.1.2 **Section B Statement of Requirement (SOR)**

This section gives background information on AWH and its current situation in relation to Information Communications Technology (ICT) and sets out AWH requirements for ICT connectivity. This section relates to Attachments B and C that describe all Functional and Non-Functional Requirements.

1.1.3 **Section C Evaluation**

This section sets out the evaluation criteria that will be used by AWH when assessing EOI Proposals and the stages and methodology by which the Proposal evaluation will be conducted.

1.1.4 **Section D Terms and Conditions of the EOI**

This section sets out the terms and conditions which apply to this EOI process.

1.2 The EOI has the following **Attachments**:

1.2.1 **Attachment A:** EOI Response Template. This Attachment has a series of seven Schedules. Proposers must submit their Proposal in the format and meet the requirements of Attachment A including Schedules 1 to 6.

1.2.2 **Attachment B:** Functional and Non-Functional Requirements and Response Template.

1.2.3 **Attachment C:** Financial Response Template.

1.2.4 **Attachment D:** Templates – Editable versions

## 2. Overview of the Requirement

- 2.1 Albury Wodonga Health (AWH) was established on 1 July 2009 from the integration of the Wodonga Regional Health Service (WRHS) and Albury Base Hospital (ABH). AWH is a Victorian public health service, established under the Health Services Act 1988 (Vic).
- 2.2 AWH operates from 2 existing sites now known as the Albury Campus (previously ABH) and the Wodonga Campus (previously WRHS). The Albury Campus is located in NSW and the Wodonga Campus is located in Victoria.
- 2.3 AWH is seeking proposals to obtain or develop innovative solutions to its requirement for connectivity between the Wodonga and Albury Campuses.
- 2.4 Currently, the Albury Campus ICT system is provided by the NSW Health Greater Southern Area Health Service. This network also provides access into other required NSW Health systems for accessing shared software programs.
- 2.5 The Albury Campus telephony system is an Alcatel OmniPCX PABX which has only recently been installed and utilises the Telstra network.
- 2.6 The Wodonga Campus ICT system is an internal system located at the Wodonga Campus and is now managed and maintained by Hume Rural Health Alliance (HRHA) based in Shepparton. Wodonga Campus is part of the HRHA wide area network which is built on Telstra infrastructure. The wide area network provides access to 2 hosted services, internet, e-mail connectivity, video conferencing and 'local call hop off' (least cost routing) to Melbourne for telephone calls and video conferencing. This can be extended to 'local call hop off' to other sites within the Hume Region.
- 2.7 The Wodonga Campus telephony system is a Nortel 11C PABX, which is current and will not be replaced in the short term and utilises the Telstra network.
- 2.8 An indication of timeframe requirements to install and implement the connectivity solution is as described in Paragraph 7.1. The AWH requirement is for a Solution that addresses as many of the functional and non-functional requirements as possible given existing information technology infrastructures and business processes. The Solution should address the provision of software and hardware solutions, implementation, and options for the management of, and ongoing through life support and services.
- 2.9 The EOI requirement is broken into three distinct parts:
  - 2.9.1 Options for the provision of a solution that meets the functional and non-functional requirements outlined in Section B Statement of Requirement;

- 2.9.2 Options for implementation and roll out of the Solution including training of administrators and users; and
  - 2.9.3 Options for the ongoing support and maintenance of the Solution, including server hosting and support.
- 2.10 AWH is seeking to introduce a Solution that is operational across the organisation by the end of July 2010.

### **3. Procurement Strategy**

- 3.1 The procurement strategy for the Solution is a single step EOI process. AWH intends to select a single provider based on the proposal that provides options that best meet the requirements and provides the greatest value for money.
- 3.2 The decision to proceed (or not proceed) with the adoption of a proposal will be at the discretion of AWH.

### **4. Industry Briefing**

- 4.1 AWH will conduct an industry briefing for all interested parties on Thursday 20 May 2010 at 9.30 am, in the Wodonga Campus, Kruss Room 1, Vermont Street, Wodonga, VIC. Attendance at the industry briefing is optional and restricted to two persons from each Proposer. The names of the two attendees from each Proposer must be provided to Shirley Cardwell by email at [awhict@awh.org.au](mailto:awhict@awh.org.au) by no later than 10 am Wednesday 18 May 2010.

### **5. Minimum Content and Format Requirements**

- 5.1 Each Proposer must provide the information sought in this EOI in the form of Attachment A - Proposal Response Template including Schedules 1 to 7.
- 5.2 Each Proposer must complete the response template included in Attachment B – Functional and Non-Functional requirements.
- 5.3 Each Proposer must complete the pricing tables in the Financial Response Template at Attachment C – Financial Response Template. Price details should not be included anywhere else in the Proposal.
- 5.4 Except where specifically requested or permitted by this EOI, Proposers must not change the text of Attachment A Schedule 1 - Proposal Declaration.

### **6. Contract for Services**

- 6.1 AWH proposes to offer a Contract that will be developed on the basis of the preferred EOI proposal with the preferred Proposer. AWH's

contracting basis is explained further in Section B Statement of Requirement.

## 7. Timetable

- 7.1 An indicative timetable for the EOI process is set out below. The timetable may be amended by AWH from time to time. Any significant variation affecting Proposers will be notified by AWH by issuing an addendum to this EOI in accordance with Section D Proposal Process and Rules.

| <b>Event/Activity</b>                                | <b>Proposed Date</b>             |
|--|----------------------------------|
| Issue EOI  | Friday 14 May 2010               |
| Industry briefing                                    | Thursday 20 May 2010             |
| EOI Closing Time                                     | Friday 4 June 2010, 2.00 pm AEST |
| Proposal evaluation                                  | 7 - 11 June 2010                 |
| Finalise evaluation and select preferred Proposal(s) | 11 June 2010                     |
| Negotiations   | Mid June 2010                    |
| Commence Contract                                    | Late June 2010                   |

## **Section B Statement of Requirement (SOR)**

### **8. Introduction**

#### **8.1 Background**

8.1.1 Albury Wodonga Health (AWH) was established on 1 July 2009 from the integration of the Wodonga Regional Health Service (WRHS) and Albury Base Hospital (ABH). AWH is a Victorian public health service, established under the Health Services Act 1988 (Vic).

8.1.2 AWH operates from 2 existing sites now known as the Albury Campus (previously ABH) and the Wodonga Campus (previously WRHS). The Albury Campus is located in NSW and the Wodonga Campus is located in Victoria.

#### **8.2 AWH Information Technology Connectivity Project Purpose**

8.2.1 The purpose of the AWH Information Technology Connectivity Project is to seek proposals to obtain or develop innovative solutions to its requirement for connectivity between the Wodonga and Albury Campuses.

### **9. Statement of Work**

#### **9.1 Project Approach.**

9.1.1 AWH is adopting a strategy for the project that comprises the following:

- a. functional and non-functional requirements developed in a way that defines the business need but avoids mandating a particular system solution;
- b. a prime contractor model, such that AWH is preferably seeking a single Contractor and a single Contract interface for the development, implementation and support of the Solution (whether or not that Contractor utilises sub-contracted services);
- c. a flexible approach to Solution development, as long as a series of key milestones and deliverables (to be proposed by the Proposer) are built into the Contractor's project plan; and
- d. Solution development, design or customisation by the Contractor to take place at the Contractor's premises off-site (occasional on-site activities may be warranted during planning and design stages).

9.1.2 Included in the Contractor's scope of work are the following:

- a. management processes for the Solution under implementation;
  - b. implementation of a solution that meets the functional and non-functional Requirements using a methodology or approach that will ensure that the delivered Solution is fit for purpose and meets AWH expectations;
  - c. implementation of the Solution into the AWH and stakeholders' ICT environments as required, including possible configuration testing and transitioning with existing systems depending on the Solution adopted;
  - d. development of "as-built" documentation and technical specifications that define all aspects of the Solution, including support and technical environment;
  - e. provision of training to users and administrators;
  - f. provision of through-life maintenance and support, including connectivity management, security services, support, and capability for Solution enhancements; and
  - g. all goods and services incidental to the above which are reasonably required to meet the requirements of the EOI.
- 9.1.3 Excluded from the Contractor's scope of work are the following elements:
- a. provision of hardware within stakeholders' ICT environment;
  - b. subject to the infrastructure approach proposed establishment of AWH's user acceptance test, training and production environments;
  - c. management of the user acceptance testing process;
  - d. stakeholder management (this will be done by the AWH); and
  - e. decommissioning of legacy systems.
- 9.1.4 The Contractor must provide all resources, including but not limited to personnel, materials, facilities, software, software licenses and other sundry items necessary to undertake the work.
- 9.1.5 The work must be treated as a project, and the Contractor must manage this work in accordance with accepted principles of project management, in order to deliver the objectives and requirements set out in this EOI. The Proposer must detail its proposed project management approach, including the method for regular project reporting and liaison with AWH.
- 9.1.6 Key personnel must be specified in the Proposal. The Contractor must provide the personnel nominated for the periods defined in the Proposal.

- 9.1.7 In delivering the above business strategy, AWH requires the Proposer to outline project Milestones in their proposed project plan, including a description of appropriate quality review points/gates and a description of the role they envisage AWH will play. As minimum, it is suggested Milestones should provide formal review points for:
- a. acceptance by AWH of the Contractor's project plan;
  - b. validation by AWH of system design prior to build;
  - c. Presentation and sign-off by AWH that system testing has been performed satisfactorily on the Solution; and
  - d. AWH validation that the Solution and the support structures are fully accepted, implemented and operational.

## 9.2 **SOR**

- 9.2.1 At the highest level, the SOR sets out the following requirements of the Contractor:
- a. develop a Solution that meets AWH's, and its stakeholder's, documented functional and non-functional requirements for connectivity between the two campuses;
  - b. implement and roll out the Solution including the training of users; and
  - c. provide through life support and maintenance for a period agreed between AWH and the contractor.

## 9.3 **The Connectivity Solution**

- 9.3.1 The Proposer should outline their proposed Connectivity Solution. AWH is not prescribing a specific solution.
- 9.3.2 The Solution must deliver IT connectivity between the Wodonga and Albury Campuses, including:
- a. To link the 2 PABX systems so phone calls between the 2 Campuses all become internal calls. Both PABX's will be retained as will the 2 separate reception switchboards at this point in time. However, the capability to have either switchboard answer calls for both Campuses to alleviate bottle necks would be an enhancement.
  - b. To provide connectivity for the Albury Campus, through the Wodonga PABX to the HRHA wide area network to divert all Melbourne calls to 'local call hop off' (least cost routing) function. To extend this to other 'local call hop off' sites in the future as they become available. Although IP Telephony / VoIP is not envisaged in the near future, any solution to the current

requirement will need to be expandable to address future needs.

- c. To provide connectivity between the 2 Campuses to allow a single data system to be used at both sites.

9.3.3 Sufficient bandwidth to allow Staff to use the ICT systems at an acceptable 'round trip' time with agreed latency and jitter, with the following characteristics:

- a. Shared software systems hosted at Wodonga.
- b. A single login per Staff Member to be used at both Campuses.
- c. A single e-mail system for all Staff.
- d. A single data storage.
- e. Single data repositories shared between both Campuses.
- f. Capacity to access Medical Images (x-rays, ultrasounds, CT Scans, MRI Images, etc) from either Campus at the other Campus.
- g. Connectivity to the HRHA wide area network for both Campuses for access to shared services hosted remotely.
- h. Connectivity to the GSAHS / NSW Health systems via the SOUL network to retain access to NSW Health Services which will be required indefinitely.

9.3.4 Capacity to run multiple video conferencing sessions, simultaneously:

- a. Between the 2 Campuses for meetings and clinical discussions;
- b. Between either Campus and remote Medical Practitioners / Organisations for Patient / Client discussions;
- c. Between both Campuses and other HRHA Organisations for participation remotely in meetings;
- d. Between both Campuses and remote Organisations to allow participation in Educational seminars / tutorials; and
- e. Capacity to undertake meetings via third party products – eg Webex, Microsoft Messenger.

9.3.5 Connectivity that is:

- a. Secure – to provide for legislative requirements of privacy and confidentiality;
- b. Robust and reliable 24 hours a day, 7 days a week;
- c. Expandable as the need arises;
- d. Easily Managed and Maintained;

- e. Cost effective, including ongoing costs;
- f. Provides redundancy / disaster recovery options; and
- g. Able to provide all access securely between the 2 Campuses without the need for firewalls to be implemented on the link.

9.3.6 As this is a new installation, bandwidth requirements are unknown. Currently, there are approximately 400 workstations (desktops, laptops and thin clients) and 100 printers at the Wodonga Campus. The Albury Campus has approximately 250 workstations (desktops, laptops) and 70 printers. Many of the ongoing software requirements from GSAHS and NSW Health are provided over Citrix. Hosted systems provided to Albury Wodonga Health over the HRHA WAN are provided via Citrix and fat client.

#### 9.4 **Implementation and Roll Out**

- 9.4.1 The Proposer should propose how it intends to implement the Solution and train users, noting the following:
- a. AWH's ICT infrastructure is administered in partnership with HRHA and GSAHS. The Contractor must liaise with the AWH's nominated representative, to agree on the exchange of information necessary to facilitate implementation of the Solution into production (eg compilation of deployment checklists). Where issues or potential risks arise, these must be identified in advance and brought to the attention of the AWH's nominated representative.
  - b. AWH will facilitate consultation with all stakeholders in relation to implementation of the Solution; including suggested modifications to existing IT systems as a result of the Solution design.
  - c. The Contractor must develop and deliver a program of on-site training for system administrator(s) responsible for all front-end administration of the system,

#### 9.5 **Through Life Support**

- 9.5.1 The Proposer must propose how it will provide through life support for the Solution for an initial period of three years, noting the following:
- a. The Contractor must provide a full warranty of all the products comprising the Solution and all customisation work commencing on the date at which the Solution is first wholly operational and finishing no earlier than 90 calendar days after the Solution is first wholly operational. Further warranty provisions will be negotiated in detail at Contract award.

- b. The Contractor must provide Support commencing from the Go Live Date which includes, but is not limited to:
  - (1) provision of a support capability to ensure a high level of response to issues in accordance with the Non-Functional Requirements;
  - (2) capability for minor enhancement support to cater for changes required as a result of changes to policy or legislation; and
- c. The Non-Functional Requirements define the Service Level Standards that will apply from the Go Live Date. These standards will apply through the ongoing maintenance and support period and will be agreed at contract award.

## **10. Performance Standards**

- 10.1 The Contractor and AWH will meet during the planning phase to agree on the mechanisms for measurement, tracking and reporting of agreed performance standards. As a minimum, AWH will advise the Contractor of AWH's assessment of the Contractor's performance on a monthly basis. Performance assessment meetings will be minuted and distributed to the Contractor. Performance indicators and their measurement will be agreed with the Contractor as part of contract award, and could include areas such as:
- 10.1.1 Completion of milestones,
  - 10.1.2 Effectiveness of communication,
  - 10.1.3 Quality of deliverables, and
  - 10.1.4 Compliance with specifications and other contract requirements.

## **11. Information issues**

### *Information security*

- 11.1 The connectivity between campuses will involve the carrying of data of potentially sensitive health related information. The specific requirements for information security for the Solution will be settled by the AWH taking into account, amongst other things, the design of the Solution. Requirements for information security will be included in the Contract. The Contractor will be required to agree in the Contract that it will maintain the confidentiality of such information and ensure if required, that its officers, employees, agents and Subcontractors sign deeds of undertaking requiring them to keep such information confidential.

### *Confidentiality*

- 11.2 Proposers should refer to Section D Proposal Process and Rules in relation to any proposal for information of the Contractor to be regarded as confidential under the Contract.

## **12. Contracting basis**

### *General contracting basis*

- 12.1 In light of the preferred Proposal, AWH will develop a Contract for offer to the preferred Proposer based on relevant standard contracts issued for use by Australian Government agencies. .
- 12.2 Any proposal to limit the Contractor's liability under the Contract will be considered against the Australian Government *Guide to limiting supplier liability in ICT contracts with Australian Government agencies* issued by the Department of Communications, Information Technology and the Arts.
- 12.3 Information in relation to these policies and requirements can be found at <http://www.finance.gov.au/SourceIT/links.asp> . Information on general Australian Government procurement policy can be found at <http://www.finance.gov.au/procurement/index.html> .
- 12.4 AWH intends that the Contract will include appropriate provisions for the management of transition issues from the Contractor to another provider, in the event that the Contract expires or terminated and is not renewed.

## **13. Price basis**

- 13.1 Proposers must propose price on a fixed price basis as per Attachment D. This will be the price basis primarily relied on by AWH for evaluation purposes. Proposers may in addition propose alternative price bases for the purpose of any final Contract, but these must be derived from the fixed price information set out in Attachment D – Financial Response Template. AWH will ultimately identify a price basis which gives best value for money in framing a Contract to offer to the preferred Proposer.

## Section C Evaluation

### 14. Overview

- 14.1 EOI Proposals will be evaluated on the basis set out in this Section C Evaluation. The evaluation process will allow AWH to assess overall value for money on a flexible basis consistent with Procurement Guidelines, and identify which EOI Proposal best meets the requirements for this procurement as detailed in Section B Statement of Requirement.
- 14.2 Neither the lowest priced EOI Proposal, nor (if public interest requires it) any EOI Proposal, will necessarily be selected by AWH.
- 14.3 AWH reserves the right to:
- 14.3.1 conduct independent checks, as appropriate, about any of the matters that may be relevant to the evaluation of an EOI Proposal; and
  - 14.3.2 seek additional information or clarification from any Proposer during the evaluation process.
- 14.4 The EOI Proposal evaluation may involve visits to some or all Proposers' sites, discussions with some or all Proposers to seek further clarification of their Proposals, requests to some or all Proposers to provide written clarification of various aspects of their EOI Proposals and discussion with, and visits to, customers of some or all Proposers and their Subcontractors, whether or not those customers are listed as referees in the Proposer's EOI Proposal.
- 14.5 AWH may also invite one or more Proposers to give short presentations and/or product demonstrations (as described further below) to the evaluation team to clarify the information provided in their EOI Proposals. Each Proposer will be responsible for meeting all of the costs in delivering presentations or product demonstrations to the evaluation team.

### 15. Evaluation Criteria

- 15.1 Proposers will be assessed on the basis of the following Evaluation Criteria:
- 15.1.1 the degree to which the proposed Solution meets the Statement of Requirement;
  - 15.1.2 the proposed technical implementation approach and project management approach to ensure that the Solution is fit for purpose and meets stakeholders expectations;
  - 15.1.3 demonstrated experience of the organisation in designing, building, implementing and maintaining systems similar to the required Solution;

- 15.1.4 risks related to delivery of the Solution, compliance with the EOI, and financial capability;
  - 15.1.5 price; and
  - 15.1.6 the overall value for money of the EOI Proposal, taking into account the above elements, and any other matter relevant to the principles of value for money set out in the Victorian Government Procurement Guidelines.
- 15.2 Attachment A - EOI Proposal Response Template sets out the information requirements for each criterion.

## **16. Evaluation Process**

### **Stages**

- 16.1 AWH intends to conduct the evaluation in the following stages outlined below. However, AWH may determine the most efficient sequence of evaluation against these stages. AWH may also shortlist EOI Proposals at any stage of evaluation, and set non-short listed EOI Proposals aside from evaluation, subject to confirmation of final evaluation outcomes. AWH reserves the right to vary the evaluation criteria and stages.
- 16.2 Where an EOI Proposal is incomplete or non-compliant to a degree which AWH considers can readily be corrected by the Proposer without disadvantaging other Proposers, AWH may, in its absolute discretion:
  - 16.2.1 request the Proposer to provide further information to remedy the incompleteness or non-compliance; and/or
  - 16.2.2 admit the EOI Proposal to the evaluation process despite the incompleteness or non-compliance.
- 16.3 Where an EOI Proposal is registered as late it may be deemed non-compliant and excluded from evaluation.
- 16.4 Where at any stage any EOI Proposal is to a degree incomplete or non-compliant or which AWH considers will or might disadvantage other Proposers if corrected, AWH may, in its absolute discretion, choose not to further evaluate that EOI Proposal.
- 16.5 AWH reserves the right to exclude an EOI Proposal from further consideration in the EOI process if it considers the EOI Proposal is clearly uncompetitive in relation to any of the evaluation criteria.
- 16.6 By submitting its EOI Proposal, each Proposer acknowledges that AWH will be relying on all of the information contained, and all of the representations made, in its EOI Proposal and any subsequent written and/or verbal clarifications of that EOI Proposal. AWH may also take into account relevant information from other sources for the purpose of evaluating EOI Proposals, having regard to issues of confidentiality and procedural fairness.

**Stage 1: Initial Screening of EOI Proposals**

- 16.7 Each EOI Proposal lodged with AWH in response to this EOI will be initially assessed to ensure that:
- 16.7.1 the EOI Proposal has been submitted by the Closing Time; and
  - 16.7.2 the EOI Proposal meets the Minimum Content and Format Requirements set out in Section A Introduction of this EOI, and includes all required information, statements, certifications and declarations.
- 16.8 If AWH does not consider that the EOI Proposal satisfies the initial assessment requirements as part of this Stage 1, AWH will:
- 16.8.1 pursuant to clause 44.1 not consider the EOI Proposal any further in the EOI process; or
  - 16.8.2 exercise the rights permitted to be exercised by AWH under clause 44.1.

**Stage 2: Evaluation against the Evaluation Criteria (except price)**

- 16.9 During Stage 2 of the evaluation, EOI Proposals will be assessed against the Evaluation Criteria listed in clause 15.1 except price and overall value for money. This may include checking or clarification undertaken by AWH, sourcing third party referees both nominated by the Proposer and otherwise as identified by AWH and interviews/presentations and/or demonstrations by Proposers.
- 16.10 AWH may shortlist Proposers following Stage 2 for progression to Stage 3.

**Stage 3: Evaluation against EOI Proposal Price**

- 16.11 Stage 3 will include individual and/or comparative assessment of the EOI Proposal prices (for short listed Proposers only) for the Solution. Evaluation will be based on the fixed price Proposals in accordance with Attachment D – Financial Response Template, but may also take into account alternative price models, and appropriate price sensitivity analysis.
- 16.12 In determining value for money, AWH is obliged to satisfy itself that prices offered are reasonable. The Proposer agrees to provide access to such information as determined by AWH in order to evaluate the reasonableness of its EOI Proposal prices.

**Stage 4: Overall Value for Money Assessment**

- 16.13 AWH will make an assessment of EOI Proposals to determine which Solution or Solutions meet, or are likely after negotiation or further offers to meet, AWH's objectives for the Project and represent or are likely to represent the best overall value for money for AWH. The aim of this stage is to conduct an overall value for money assessment, taking into account the outcomes of the assessments in Stages 2 and 3, any other value for

money elements, and any risks associated with financial viability and compliance.

**Stage 5: Engaging in negotiations**

16.14 AWH may, at its discretion:

16.14.1 seek further offers from Proposers; or

16.14.2 invite any or all Proposers to enter into discussions or negotiations (which may be parallel negotiations) about any aspect of an EOI Proposal, including proposed prices;

as part of the evaluation process, in order to be able to conclude a proper value for money assessment or to improve the overall value for money of Tenders.

16.15 Further offers may be sought, or invitations to negotiate may be given, at the discretion of AWH:

16.15.1 from or to, any one or more of the Proposers;

16.15.2 in parallel with more than one Proposer;

16.15.3 at any stage of evaluation;

16.15.4 on any conditions determined and notified by AWH;

16.15.5 in relation to any aspect of the requirements of the EOI;

16.15.6 despite any identified non-compliance or other assessment outcome in relation to any EOI Proposal; and

16.15.7 after feedback from AWH on any aspect of a Proposer's prior EOI Proposal.

16.16 Further offers received from a Proposer, or negotiations with a Proposer, may be disregarded by AWH to the extent that any aspect of the further offer or negotiation is less advantageous to AWH than any prior offer made by the Proposer.

16.17 Proposers should note that AWH intends to select Proposer(s) for negotiations primarily on the basis of the written EOI Proposals submitted. Accordingly, Proposers are encouraged to submit their best and unconditional offers in the first instance.

**Stage 6: Selection of the preferred Proposer and finalising the Contract**

16.18 Following negotiations with one or more Proposers, or at any other Stage in the evaluation process, AWH may select a preferred Proposer to provide the Solution.

16.19 The Contract offered to a preferred Proposer will be made on the basis of:

16.19.1 the terms and conditions of this EOI, including the description of AWH's contracting basis in Section B of the SOR

16.19.2 the preferred Proposer's EOI Proposal; and

- 16.19.3 negotiations with the preferred Proposer.
- 16.20 On receipt of a completed Contract offered by AWH, Proposers must return a duly executed copy of the Contract within five (5) Business Days (or as negotiated with AWH) of receiving the Contract for counter-execution by AWH.
- 16.21 If a Proposer fails to return the Contract within the timeframe required by the above clause, AWH may, at its discretion and without limitation to any other right reserved by AWH in this EOI:
  - 16.21.1 withdraw the offer of the Contract, and notify the Proposer accordingly;
  - 16.21.2 offer a Contract to another Proposer for the supply of a similar or alternative Solution; and/or
  - 16.21.3 exercise any other right in this EOI.

**Notification of Unsuccessful Proposers**

- 16.22 Following completion of the EOI Proposal evaluation process, AWH will:
  - 16.22.1 notify unsuccessful Proposers that their EOI Proposals were unsuccessful; and
  - 16.22.2 offer such Proposers a reasonable opportunity for a debriefing.
- 16.23 Proposers will not be provided with information concerning other EOI Proposals, except for publicly available information such as the name of any successful Proposer and the total price of the winning EOI Proposal. No comparisons with other EOI Proposals will be made.

## Section D Proposal Process and Rules

### 17. Preparation and Lodgement of EOI Proposals

- 17.1 Proposers must provide their responses to the requirements set out in this Request for EOI in Response Templates provided in Attachment D.

### 18. Required Copies

- 18.1 The Proposer must lodge:
- 18.1.1 five (5) complete hard-copies of its Proposal (including any supporting material), one of which must be marked 'Original'. Copies are to be marked 'Copy 1', 'Copy 2', and
  - 18.1.2 one (1) electronic copy of its Proposal (including any supporting material if possible) on a CD-Rom, with a clear marking on the outside of the disk indicating its format. AWH prefers the electronic copy to be formatted in MS Word 07 and MS Excel 07 (or compatible release). CD-ROMs must be burned on an IBM-compatible PC.
- 18.2 In the event of any discrepancy between the copies of the Proposal submitted, the hard copy version marked 'Original' will prevail.

### 19. Closing Time

- 19.1 Proposals must be lodged no later than **2.00 pm on 4 June 2010** (Australian Eastern Standard Time) at the place of lodgement specified in clause 22 of Section D Proposal Process and Rules of this EOI. Proposals received after the Closing Time will be registered as late.
- 19.2 AWH in its sole discretion may extend the Closing Time at any time. Any changes to the Closing Time will be made and notified in accordance with clause 44.

### 20. Point of Contact

- 20.1 The only point of contact for all matters concerning this EOI is:
- Shirley Cardwell (Contact Officer).**
- 20.2 All enquiries regarding the EOI must be formally lodged in writing by either letter, facsimile or email and addressed to the Contact Officer at:
- Albury Wodonga Health  
Albury Campus  
Borella Road Albury  
Fax: +61 2 6051 7477

Email: [awhict@awh.org.au](mailto:awhict@awh.org.au)

- 20.3 Any notice or communication by a Proposer to AWH will be effective only upon receipt by the Contact Officer and only if in writing and delivered to the Contact Officer at the above physical or email address or fax number.
- 20.4 AWH may deliver any written notification or response to a Proposer by leaving it or causing it to be left at the address of such Proposer as specified in the Proposer's letter of transmittal or otherwise notified in writing by the Proposer. Such notification will be deemed to be delivered when left or caused to be left at that address. It is not AWH's responsibility to confirm receipt of the notification.

## **21. Packaging and Identification of Proposals**

- 21.1 Each Proposal, in its entirety, must be securely contained within a plain envelope or plain package marked:
- “EOI 01/2010- AWH Information Communication Technology Connectivity”**
- 21.2 Where the Proposer needs to use more than one envelope or package to lodge its Proposal, then each envelope or package must be clearly labelled in the format 'x of y' where 'y' is the total number of envelopes or packages.

## **22. Place of Lodgement**

- 22.1 Each Proposal must be lodged in the Tender Box as follows:
- Physical and Postal Delivery:  
Tender Box  
Albury Wodonga Health  
Vermont Court Building  
Wodonga Campus  
Vermont Street, WODONGA VIC 3690
- 22.2 Proposers are advised to retain evidence of date of despatch of their Proposals.
- 22.3 AWH will not accept emailed or faxed copies of Proposals.
- 22.4 Each Proposer is responsible for ensuring that its Proposal including all material required to be submitted with its Proposal, is submitted to the Tender Box in accordance with the requirements of this EOI before the Closing Time.
- 22.5 AWH will provide a written receipt of acknowledgement of the Proposal to the Proposer, after the Closing Time.

### **23. Late Proposals**

- 23.1 A Proposal lodged wholly or partly after the Closing Time will be registered as a late Proposal.
- 23.2 Late Proposals will be excluded from evaluation, unless the lateness is due to circumstances judged as out of the control of the Proposer.

### **24. Supporting Material**

- 24.1 Any supporting material for a Proposal must be identified as such and lodged with the relevant Proposal in the Proposal Box on or before the Closing Time.
- 24.2 Any material presented as supporting material which is inconsistent with the Proposal may not be taken into account in the evaluation of the Proposal.

### **25. Alterations, Erasures and Illegibility**

- 25.1 Proposals containing alterations or erasures, or which are not clearly and legibly stated, may be excluded from consideration. Any alteration made to a Proposal must be initialled by the Proposer.
- 25.2 If the Proposer becomes aware of any discrepancy, error, ambiguity, inconsistency or omission in its Proposal after it is submitted and the Proposer wishes to lodge a correction, that correction must be in writing and lodged in hard copy in accordance with this Section D Proposal Process and Rules. In addition, the Proposer must notify the Contact Officer in writing that the correction has been lodged.
- 25.3 If a correction is delivered after the Closing Time, AWH may choose to admit or exclude it from the evaluation process at its discretion. AWH is not required to give reasons for its decision to admit or exclude the correction.
- 25.4 Should a Proposer find or reasonably believe it has found any discrepancy, error, ambiguity, inconsistency, omission or misleading statement (**error**) in the EOI or in any other information given or made available by AWH, the Proposer must promptly notify the Contact Officer in writing setting out in sufficient detail such error so that AWH may take whatever corrective action, if any, it deems appropriate. Any actual error in the EOI so identified or in any other information given or made available by AWH will be corrected, or the proper information will be made available to all Proposers.

### **26. Language, Measurement and Currency**

- 26.1 Proposals, including all attachments and supporting material, must be written in English.
- 26.2 Measurements must be expressed in Australian legal units of measurement and currency in Australian dollars.

## **27. Proposer To Be Fully Informed**

- 27.1 Each Proposer must ensure that it has examined all material contained or referred to in the EOI before submitting a Proposal. Each Proposer should independently satisfy itself as to the accuracy of the information in the EOI, and should conduct its own enquiries, investigations, analysis and appraisal of, and should seek appropriate professional advice about, this EOI, including:
- 27.1.1 the information in, or provided in connection with, this EOI;
  - 27.1.2 the Solution proposed to be provided; and
  - 27.1.3 any assumptions, uncertainties and contingencies which may affect AWH's future requirements. Proposers will be deemed to have made their own enquiries regarding the Solution and the requirements and content of the EOI prior to lodging their Proposal.

## **28. EOI Clarification Process by Proposers**

- 28.1 If a Proposer has any doubt as to the meaning of any portion of the EOI or on any of the requirements of the EOI, it should:
- 28.1.1 seek written clarification from AWH by submitting inquiries in writing to the Contact Officer specified in clause 20 above and in accordance with this clause; or
  - 28.1.2 when submitting a Proposal, include a statement of the interpretation upon which the Proposal is based.
- 28.2 Where a Proposer is seeking clarification from AWH:
- 28.2.1 the Proposer may contact AWH's Contact Officer up to five (5) Business Days before the Closing Time. Questions submitted after that date may not be answered;
  - 28.2.2 AWH will notify the Proposer, where possible, within two (2) Business Days of receipt of the request as to when a written answer will be given, and provide the written answer in the timeframe which has been given; and
  - 28.2.3 AWH reserves the right to make both the question and answer (without identifying the Proposer) available to all potential Proposers.
- 28.3 Oral explanations or instructions given by AWH, or any explanations or instructions given by a person other than the Contact Officer, to a Proposer in relation to the EOI will not bind AWH.
- 28.4 If AWH believes it is necessary to disclose to other Proposers a written question or answer which a Proposer has identified as confidential, then prior to answering such question AWH will notify the Proposer and the Proposer will be given the opportunity to withdraw the written question.

## **29. Proposer Acknowledgement**

- 29.1 Each Proposer submits its EOI Proposal on the basis that it acknowledges and agrees that:
- 29.1.1 AWH may exercise its rights set out in the EOI in respect of the EOI process;
  - 29.1.2 it has examined the EOI and all documents referred to in the EOI and any other information made available by AWH in writing for the purposes of submitting a Proposal;
  - 29.1.3 it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and circumstances having an effect on its Proposal;
  - 29.1.4 it has not relied on any express or implied statement, warranty or representation by or on behalf of the AWH;
  - 29.1.5 it did not use the improper assistance of any AWH employee or ex-employee or information unlawfully obtained from AWH;
  - 29.1.6 it has satisfied itself as to the correctness and sufficiency of its Proposal including its proposal price;
  - 29.1.7 it does and will comply with all conditions set out in the EOI; and
  - 29.1.8 AWH relies on the information provided by the Proposer in the evaluation of the EOI Proposal, and it is reasonable for AWH to do so.

## **30. No Contracting or Undertaking**

- 30.1 Nothing in this EOI is to be construed to create any binding contract (express or implied) between AWH and any Proposer, nor is this EOI an offer to contract.
- 30.2 AWH is not liable to any Proposer on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Proposer's participation in the EOI process, including without limitation, instances where:
- 30.2.1 a Proposer is not engaged under a Contract or is engaged under an arrangement different to the Contract;
  - 30.2.2 AWH varies or terminates all or any part of the EOI process or any negotiations with a Proposer;
  - 30.2.3 AWH seeks or accepts further information from, or conducts negotiations with, a Proposer or any other party;
  - 30.2.4 AWH decides not to acquire all or part of the products and/or services referred to in this EOI; or

- 30.2.5 AWH exercises or fails to exercise any of its other rights under or in relation to the EOI.
- 30.3 Any acceptance of a Proposal by AWH is subject to the execution of a written Contract by that Proposer in a form acceptable to AWH.
- 30.4 AWH may negotiate with all or any Proposers (or any other party) and those communications must be kept confidential by the Proposers or other parties.

### **31. Requests from Proposers on the Status of the Evaluation Process**

- 31.1 All Proposers will be informed in writing of the outcome of the EOI process at its conclusion.

### **32. Proposal Clarification Process by the AWH**

- 32.1 A Proposer may be asked by AWH for clarification of any information provided in its Proposal.
- 32.2 Where it is necessary for AWH to direct specific queries to a Proposer:
  - 32.2.1 AWH do so during the period of Proposal evaluation; and
  - 32.2.2 the Proposer must respond in writing within two (2) Business Days of the receipt of the enquiry unless agreed otherwise by AWH.
- 32.3 The evaluation process will not be delayed by late responses. Where answers to specific queries are not provided within the time limit specified in clause 32.2.2, the evaluation will be based on the information originally provided in the Proposal.
- 32.4 Proposers must not submit any material or supplementary information to that already contained in their Proposal when responding to a clarification question. Any additional information or material submitted by a Proposer which does not relate to a clarification question will be rejected and not considered by AWH.

### **33. Unconditional Proposals**

- 33.1 Subject to the EOI, each Proposer must make an unconditional offer and obtain any necessary government or other approvals, consents or authorisations to enable it to enter into the Contract on an unconditional basis. Before any Proposal is accepted, the Proposer may be required to confirm that its Proposal is unconditional, and that it is able to enter into the Contract on an unconditional basis.

### **34. Proposal Validity Period**

- 34.1 Each Proposal remains valid for acceptance by AWH for a period of at least twelve (12) months after the Closing Time.

### **35. Consortiums and Joint Proposals**

- 35.1 AWH does not intend to consider joint Proposals or consortiums. If multiple entities are cooperating in the submission of a Proposal, AWH requires one entity to be nominated as the contracting entity. .

### **36. Subcontractors**

- 36.1 Proposers agree that the Contractor must:
- 36.1.1 be responsible to AWH for the consistency of each Subcontract with the Contract and, in particular, the Contractor's obligations under the Contract;
  - 36.1.2 be responsible to AWH for all the acts and omissions of its Subcontractors; and
  - 36.1.3 at all times remain responsible to AWH for the supply of the Solution.

### **37. Conflict of Interest**

- 37.1 Proposers must provide details in Attachment A of any circumstances that may give rise to an actual, potential or perceived conflict of interest and ensure that the same information is provided in respect of Subcontractors, and to have appropriate procedures in place for dealing with any such conflicts of interest.
- 37.2 If at any time after the Proposal is submitted to AWH, an actual or potential conflict of interest arises or may arise for any Proposer, that Proposer must immediately notify AWH in writing. AWH may, in its absolute discretion:
- 37.2.1 enter into discussions to seek to resolve such conflict of interest;
  - 37.2.2 exclude the Proposal from further consideration; or
  - 37.2.3 take any other action as it considers appropriate.
- 37.3 A conflict of interest may arise where:
- 37.3.1 the Proposer, or a person or organisation associated with the Proposer, is in a position to benefit directly or indirectly from actions of the Proposer through an unfair or unintended imposition or loss to AWH or other party; or
  - 37.3.2 the Proposers' integrity, objectivity or fairness in performing the Contract would be at risk due to a personal interest or conflicting business arrangements.

### **38. Collusive Tendering**

- 38.1 Proposers, any Subcontractors, and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Proposer

or any other person in relation to the preparation or lodgement of Proposals.

- 38.2 In addition to any other remedies available under any law or any contract, AWH reserves the right, in its absolute discretion, to reject any Proposal lodged by a Proposer that engaged in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other Proposer or any other person in relation to the preparation or lodgement of Proposals.

### **39. Proposer Conduct**

- 39.1 If AWH has reasonable grounds to believe that a Proposer has made false or misleading claims or statements, or has obtained confidential information or received improper assistance contrary to this EOI, AWH may exclude at any time, any Proposal lodged by or on behalf of the Proposer.
- 39.2 Proposers must not communicate with nor solicit information concerning or relating to the EOI process from employees of AWH except through the Contact Officer.
- 39.3 Without limiting clause 41.2, Proposers must not, without prior written consent from the Contact Officer, permit a person who:
- 39.3.1 was an officer, service provider, or otherwise engaged by the AWH (Employee) and directly involved in the preparation of the EOI or otherwise directly involved in the EOI process; or
  - 39.3.2 in the twelve (12) months before the request for consent under this clause, was an Employee of AWH involved in the project to which the EOI relates;
- to contribute to the preparation of the Proposer's EOI Proposal.
- 39.4 Proposers and their respective officers, employees, agents and advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their Proposals.

### **40. Security, Credit and Probity**

- 40.1 AWH reserves the right to perform such security, credit and probity checks as determined necessary by AWH in its absolute discretion, in relation to the Proposer or its related entities and the Proposer agrees to assist AWH, as reasonably required by AWH, in such enquiries. The Proposer must execute consents to such enquiries as requested by AWH.

#### **41. Proposers To Meet Own Costs**

- 41.1 Proposers are responsible at their own risk, cost and expense for their participation in any stage of the EOI process, including (without limitation):
- 41.1.1 making all arrangements and obtaining and considering all information relating to the preparation, delivery and lodgement of their Proposal;
  - 41.1.2 answering any queries and providing any further information sought by AWH;
  - 41.1.3 dealing with any issues, including disputes, that may arise out of the EOI process;
  - 41.1.4 engaging in any further process, negotiations or discussions with AWH that may result from the EOI; and
  - 41.1.5 taking any action in connection with the EOI (including attending meetings), including where that action is requested by AWH or its agents.

#### **42. Return Of Documents**

- 42.1 AWH reserves the right, at any time and in its discretion, to require Proposers to return to AWH all documents (including copies) provided to a Proposer by AWH.

#### **43. Restrictions On Advertising**

- 43.1 The Proposer must not, at any time during the EOI process or subsequently, publish any statement (by means of advertisement or otherwise) making any reference to AWH in connection with the EOI process or any Contract, without first having obtained the AWH's agreement in writing.

#### **44. Rights Reserved by the AWH**

- 44.1 Without limiting its rights at law or otherwise and notwithstanding anything else contained in this EOI, AWH reserves the right in its absolute discretion at any time to:
- 44.1.1 suspend or cease to proceed with the process outlined in this EOI if it is not in the public interest to award a contract;
  - 44.1.2 require additional information from one or more Proposers or anyone else or provide additional information or clarification;
  - 44.1.3 determine the terms of any demonstrations of Solutions;
  - 44.1.4 change the structure, timing, approach, contents or requirements of the EOI process (including the evaluation process);

- 44.1.5 vary or extend any time or date in this EOI for all or any Proposer or other persons, at any time and for such period as AWH in its discretion considers appropriate;
  - 44.1.6 conduct (or not conduct) a further procurement process;
  - 44.1.7 consider and accept or reject any Proposal that does not comply with the EOI and waive compliance with a mandatory requirement if necessary to address errors or omissions;
  - 44.1.8 terminate further participation in the EOI process by any Proposer for any reason, regardless of whether the Proposal submitted conforms with the requirements of this EOI, if the Proposer is found to be bankrupt or insolvent, or to have made a false declaration of where AWH is aware of significant deficiencies in the Proposer's performance of any substantive requirement or obligation under a prior contract;
  - 44.1.9 add to, alter, delete or exclude any part of the Solution including the inclusion of any additional products or services within this EOI;
  - 44.1.10 prior to concluding its evaluation, seek further offers from any one or more Proposers on any basis AWH considers appropriate;
  - 44.1.11 negotiate with any one or more Proposer(s), including negotiate changes to the Statement of Requirement and/or the Contract;
  - 44.1.12 terminate any negotiations being conducted at any time with a Proposer for any reason;
  - 44.1.13 continue or complete the evaluation of a Proposal notwithstanding that the Proposal is judged by AWH as not meeting a requirement specified in this EOI;
  - 44.1.14 publish the names of Proposer(s) (whether successful or unsuccessful);
  - 44.1.15 call for new Proposals if it is in the public interest not to award a Contract under this EOI;
  - 44.1.16 accept a Proposal, and/or enter into a Contract, for part only of the Solution which is the subject of this EOI; and
  - 44.1.17 allow or not allow a related entity to take over a Proposal in substitution for the original Proposer.
- 44.2 Any time or date in this EOI is for the sole convenience of AWH. The inclusion of a time or date in this EOI does not create an obligation on the part of the AWH to take any action or create any right in any Proposer that any action be taken on the relevant date. AWH may notify affected Proposers if it does any of the above but is not obliged to provide any reasons for its actions.

#### **45. Alternative Offers/Proposals**

- 45.1 AWH reserves the right to seek offers at any time from any entities other than Proposers for the products or services the subject of this EOI and to enter into a Contract with any such entity on such terms as AWH agrees.
- 45.2 AWH reserves the right to seek alternative offers from Proposers (ie, offers other than those contained in a Proposal) for the products or services the subject of this EOI and to enter into a Contract with any Proposer on such terms as AWH agrees.
- 45.3 AWH may at any stage release itself from further consideration of Proposals made pursuant to the EOI and either reject all offers or negotiate a Contract with any person or entity whether or not they submitted a Proposal.

#### **46. Disclaimer**

- 46.1 AWH and its officers, employees, agents and advisors:
  - 46.1.1 are not, and will not be, responsible or liable for the accuracy or completeness of any information in or provided in connection with the EOI;
  - 46.1.2 make no express or implied representation or warranty that any estimate or forecast will be achieved or any statement as to future matters will prove correct;
  - 46.1.3 expressly disclaim any and all liability arising from any information provided to Proposers, including, without limitation, errors in, or omissions from, that information;
  - 46.1.4 except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors in, or omissions from, any information in or provided in connection with the EOI;
  - 46.1.5 do not represent that they apply any expertise on behalf of any Proposer or any other interested party;
  - 46.1.6 accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing reliance on the contents of the EOI, or any other information provided by or on behalf of AWH; and
  - 46.1.7 assume no duty of disclosure or fiduciary duty to any interested party.
- 46.2 AWH will be the trustee of any rights arising under this clause in favour of a third party.

## **47. Ownership Of Proposal Documents and Disclosure**

- 47.1 All Proposals will upon lodgement become the property of AWH. This does not affect the ownership of any intellectual property rights in the Proposal.
- 47.2 Proposers submit Proposals on the basis that AWH and anyone assisting it, may use, retain and copy the information contained in them for any purpose with respect to:
- 47.2.1 evaluating / clarifying the Proposal;
  - 47.2.2 conducting any demonstration of a Solution;
  - 47.2.3 evaluating any subsequent offer;
  - 47.2.4 negotiating the resultant Contract;
  - 47.2.5 managing a Contract with the successful Proposer (if any);
  - 47.2.6 referring any material suggesting collusion by Proposers to the Australian Competition and Consumer Commission (ACCC) and the use by the ACCC of that material to conduct any review it deems necessary; and
  - 47.2.7 anything else related to the above purposes, including responding to any challenge to the EOI process, audit or complying with governmental and parliamentary reporting requirements or requests for information, including but not limited to requests from Parliament or Parliamentary Committees.
- 47.3 The Proposer grants to AWH, its officers, employees and agents a permanent, irrevocable, royalty-free licence to copy, adapt, modify, disclose and otherwise to do all things which are necessary, in AWH's discretion, to any material contained in its Proposal for the purposes of evaluating the Proposal or any subsequent offers, negotiating with the Proposer and for any other purposes in connection with the EOI (including any auditing, reporting or other public accountability requirements).
- 47.4 Despite anything in the EOI, AWH reserves the right, in its discretion, and without any liability to any Proposer, to disclose and/or allow the disclosure of, at any time, any information contained in or relating to any Proposal to any Commonwealth or State or Territory department, agency, authority or Minister, or to any adviser engaged under contract or as otherwise required by law.
- 47.5 The intellectual property rights in this EOI are owned by AWH. Proposers are permitted to use the EOI document and attached material only for the purposes of compiling their Proposal and all other rights are reserved by AWH.
- 47.6 No representation made by or on behalf of AWH in relation to the EOI will be binding on the AWH unless it is in writing and is incorporated into the Contract entered into by AWH and the preferred Proposer (if any).

#### **48. Taxation**

- 48.1 All Proposers should be aware that AWH is subject to the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)*. Goods and Services Tax (GST) may apply to the supply of the Solution.

#### **49. Applicable Law**

- 49.1 The laws of Victoria will apply to the EOI and the EOI process.

## Attachment A - Proposal Response Template

### Instructions for completion of Tables:

1. Information provided by Proposers should provide sufficient basis for evaluation on how the Proposer intends to provide the Solution and meet the SOR.
2. Responses should be clear and concise.
3. Attachment A comprises a number of Schedules that must be completed in the order presented below.

### Attachment A Schedule 1 - Proposer Declaration

The following declaration must be included as the first page of all Proposals.

#### Albury Wodonga Health Declaration

I, .....

[insert name]

of .....

[insert address]

a director/authorised officer [insert occupation] of .....

(ABN ..... ) (the **Proposer**)

do solemnly and sincerely declare as follows:

1. I am authorised to make this declaration on behalf of the Proposer.
2. The Proposer understands and agrees to all conditions including, without limitation, obligations and acknowledgements included in the EOI, except where expressly indicated otherwise in the Statement of Compliance.
3. The Proposer consents to and authorises AWH and its officers, employees, agents or advisers to:
  - a. undertake confidential reference checks and security, credit and probity checks referred to in the EOI;
  - b. seek any financial information required for the purpose of establishing the financial viability of the Proposer; and
  - c. seek any other information required by AWH for purposes of evaluation of the Proposals.
4. The Proposer agrees to provide, at the Proposer's expense, reasonable assistance to AWH to assist AWH with any checking undertaken in respect of the Proposal.

5. The information:
  - a. contained in the tables submitted in and in connection with responding to the SOR at Section B; or
  - b. in any other document or information provided to AWH in connection with this EOI (including in negotiations and/or the evaluation of Proposals), is true and correct.
6. The Proposal to which this declaration is appended (the **Proposal**) has not been prepared with the benefit of:
  - a. information obtained from a current or former officer or employee of AWH in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of sections 70 or 79 of the *Crimes Act 1914* or the AWH Code of Conduct;
  - b. information obtained from a current or former officer, employee, agent or subcontractor of AWH in breach of the terms and conditions of this EOI; or
  - c. information otherwise improperly obtained from AWH.
7. The Proposer, through its officers, employees, agents or subcontractors, has/have not attempted and will not attempt, to influence improperly any officer or employee of AWH in connection with its Proposal.
8. The Proposer has access to the necessary skills and resources, and has an appropriate level of corporate and financial backing to deliver the products relating to its proposed Solution as proposed in the EOI.
9. The Proposer will, after submission of its Proposal to AWH, promptly notify AWH of any changes to:
  - a. its corporate structure;
  - b. its ownership structure; or
  - c. the basis upon which it will have access to the necessary skills, resources, or corporate or financial backing to deliver its proposed Solution.
10. If a change under clause 9 above alters any of the information or assurances that the Proposer has given in the Proposal or that I have given in this Declaration or otherwise, the Proposer will immediately:
  - a. notify AWH in writing of the change;
  - b. identify with specificity (including the relevant page, section, clause, schedule, exhibit and other like reference to the Proposal, and any other material and information provided to AWH), all such information and assurances; and
  - c. state in detail the alterations to such information and assurances required by such change.

11. I declare that I conscientiously believe the statements contained in this declaration to be true in every particular.

...../.....

[Signature of declarant]

Designation: .....

**Attachment A Schedule 2 – Proposer’s Details**

|   |     |    |
|---|-----|----|
| Proposer Name:  |     |    |
| Registered Office:  |     |    |
| Principal Place of Business:  |     |    |
| Date and Place of Incorporation:  |     |    |
| Trading and Business Names:   |     |    |
| Australian Company Number:  |     |    |
| Australian Business Number:   |     |    |
| Registered for GST?   | Yes | No |
| <p><b>Details of your representative during the EOI process, including</b></p> <ul style="list-style-type: none"> <li>- Name and title;</li> <li>- Postal and physical address;</li> <li>- Telephone and facsimile numbers, and</li> <li>- E-mail address.</li> </ul>                                       |     |    |
| <p>If applicable, list the names, address, ABN, value and nature of the subcontracted work of those firms/individuals the Proposer intends to engage as Subcontractors, to carry out the various elements of the Services and any other information regarding Subcontractors as described in Section D.</p> |     |    |
| <p><b>Conflict of interest</b></p> <p>A statement declaring any conflict of interest or potential conflict of interest that exists now or would exist if the Proposer was successful. Please detail how you would deal with any real or potential conflict of interest that may arise.</p>                  |     |    |

|  |  |
|--|--|
| <p><b>Insurance</b></p> <p>Details of the Proposer’s current insurance policies for workers compensation, public liability and professional indemnity and any other policies relevant to performing the Contract. Insurance certificates are not required in the response.</p> |  |
| <p><b>Financial viability</b></p> <p>Provide details of Proposer’s financial viability.</p>  |  |

**Attachment A Schedule 3 (Confidential information)**

1. Proposers must include in their Proposals any request for information to be treated as confidential following the award of a Contract by completing and submitting a table in the following form. Any such request will be considered by AWH against the criteria set out in the Guidelines on Confidentiality in Procurement issued by the Department of Finance and Administration.

| <b>Information to be treated as confidential</b> | <b>Reason that the information is confidential</b> | <b>Duration of confidentiality</b> |
|--|--|------------------------------------|
|  |  |                                    |

**Attachment A Schedule 4 - Statement of Compliance with the EOI**

1. Using the table set out below as a template, as part of its Proposal, each Proposer must cross-refer to this EOI but excluding Attachment B and C and indicate where its Proposal partially complies or does not comply with each clause of this EOI. Where a Proposal only partially complies or does not comply, a Proposer is required to indicate the reason for, and extent of, non-compliance and propose any alternate wording for the relevant provision. AWH will assume that a lack of entries indicate of full compliance. Proposers must provide details of and reasons for any alternative proposal, including the price differential between compliance and non-compliance.
2. For the purpose of the table, the expressions used have the following meaning:
  - a. 'partially complies' means that the contractual obligation, characteristic or performance requirement of the clause can be substantially met by the Proposer, subject to certain specified qualifications; and
  - b. 'does not comply' means that the contractual obligation, characteristic or performance requirement of the clause cannot be met by the Proposer.
3. AWH will consider the:
  - a. extent to which the Proposal complies with this EOI, and
  - b. extent/significance of changes proposed by a Proposer as indicated in the Proposer's Statement of Compliance, in its assessment of Proposals under this EOI.
4. After the Closing Time, a Proposer must not seek to alter a clause that it has complied with.

| <b>Clause</b>                   | <b>Partially Complies</b> | <b>Does Not Comply</b> | <b>Reason for non-compliance</b> |
|---------------------------------|---------------------------|------------------------|----------------------------------|
| <b>EOI</b>                      |                           |                        |                                  |
| 1.1                             |                           |                        |                                  |
| 2.1                             |                           |                        |                                  |
| Add additional rows as required |                           |                        |                                  |

## **Attachment A Schedule 5 – Response to Evaluation Criteria**

### **Criteria 1 - Degree to which the Proposed Solution meets the Statement of Requirement (SOR);**

1. The Proposer is required to demonstrate the extent to which it is able to comply with the requirements detailed in Attachment B.
2. Proposers are to complete the 'Functional Requirements' and Non-functional Requirements' worksheets in Attachment B indicating the degree to which their proposed Solution meets the SOR.
3. In Attachment B of the Proposal, Proposers should provide sufficient information detailing how they will meet the requirements identified in the SOR. Specifically, Proposers should:
  - a. Demonstrate their understanding of AWH's requirements for connectivity between campuses, including details of the proposed Solution to meet the AWH's requirements. The response should include:
    - 1) details of how the Solution will be deployed in Stakeholder's ICT environments, identifying any limitations or constraints, and any specific changes required to stakeholders' ICT environments to operate the Solution;
    - 2) a summary of Commercial Off The Shelf (COTS) products offered in the Proposal. The summary should include the following information:
      - i. Supporting technology;
      - ii. product name;
      - iii. product technology platforms;
      - iv. customisation and configurability options; and
      - v. Stability and reliability.
    - 3) a description of whether the Solution will be developed on-site or off-site (with supporting explanation) including discussion on security arrangements for off-site proposals;
    - 4) a description of the proposed infrastructure arrangements for the Solution to be hosted by either the Proposer or AWH.
    - 5) a description of the proposed licensing arrangements (both during the term of the Contract as well as over the long term) and any issues that need to be considered;
    - 6) a discussion of issues related to the contracting basis for the Contract;
    - 7) detail how the Solution will be implemented and rolled out to stakeholders including the provision of training; and
    - 8) detail how through life support and services are to be provided.

### **Criteria 2 – The proposed technical implementation approach and project management approach to ensure that the Solution is fit for purpose and meets stakeholder's expectations.**

5. Proposers are to detail, in not more than 700 words, the approach to be taken to develop and implement the Solution proposed. The proposal should outline:

- a. how they will develop and implement the Solution;
- b. a description of how the proposer will ensure that the Solution provided is fit for purpose and meets stakeholder expectations;;
- c. how they will manage, monitor and control the development and implementation of work; and
- d. the approach and procedures for managing and reporting on progress against agreed performance indicators and milestones.

**Criteria 3 - Demonstrated Experience Of The Organisation In Designing, Building, Implementing And Maintaining Systems Similar To The Required Solution.**

6. Provide a brief overview of the Proposer and its core business.
7. Proposers are to provide details of up to two projects undertaken by the Proposer that demonstrates its corporate track record in delivery of solutions of a similar scope and complexity to that described in the SOR. Each project should be limited to one A4 page and include the following:
  - a. project name, client and indication of project size;
  - b. start and end dates;
  - c. the Proposer's role in the project, nature of the products and services provided by the Proposer; and
  - d. the name and contact details of at least one referee who can verify the claims of the Proposer.

**Criteria 4 - Skills, Knowledge and Experience of the Proposed Specified Personnel.**

8. Proposers are to provide details of the nominated personnel, including demonstrated skills and experience In the development and implementation and support of similar solutions.
9. Proposers are to outline the role of nominated personnel on the project.
10. Proposers are to describe how the Proposer will ensure the capacity and availability of the nominated Specified Personnel and details of back up arrangements.
11. Proposers are to provide CVs for all nominated Specified Personnel.

**Criteria 5 - Risks Related to Delivery of the Solution and Provision of Through Life Support Services, Compliance with the EOI, and Financial Capability**

12. The Proposer is to identify any risks and associated mitigation strategies or treatments.

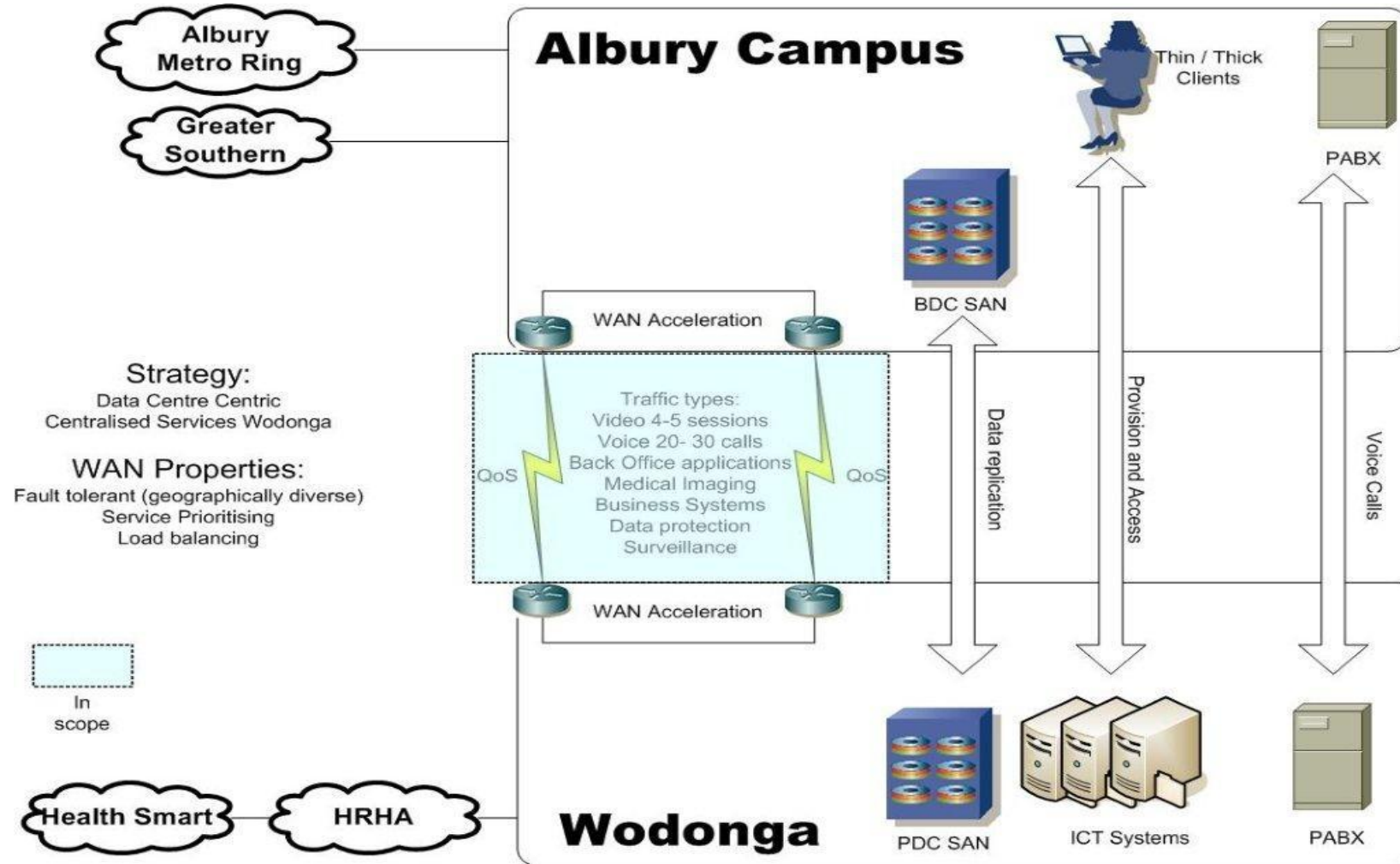
**Criteria 6 – Overall Value for Money**

13. Proposers are invited to make a statement of the overall value for money of their proposal. The statement may address the criteria above or any other factor considered relevant to value for money within the principles of value for money set out in the Commonwealth Procurement Guidelines.

## **Attachment A Schedule 6 – Response to Pricing Tables in Financial Response Template (At Attachment C)**

1. Schedule 6 comprises the tables detailed in the Financial Response Template at Attachment C.
2. The following information applies to Tables in Attachment D:
  - a. All prices must be GST exclusive;
  - b. all prices must be in Australian dollars;
  - c. the Proposer must provide all relevant information, including rates, as specified; and
  - d. where specified, the Proposer may add additional rows to tables in order to account for all costs associated with the Solution.
3. Proposers must state explicitly the cost assumptions that apply to any of the pricing in the Tables.
4. Unit rates defined in the Tables will be used as the basis for calculating any variations to the Contract, as and when required.

## Attachment B - Functional and Non-Functional Requirements



## FUNCTIONAL REQUIREMENTS

1. The solution must provide for a Data Centre Centric model with Centralised Services hosted from the Wodonga Campus.
2. The Wide Area Network (WAN) solution must guarantee Fault Tolerance via geographically diverse dual link paths, Quality of Service and allow for the sharing of VLAN's between the 2 Campuses.
3. The solution must adhere to requirements of:
  - Performance: To be constantly maintained at an acceptable User level of performance with agreed latency and jitter requirements.
  - Availability: To be available 24 hours per day, 7 days per week at all times.
  - Capacity: To have sufficient capacity to provide connectivity for the use of the functional and non-functional requirements, within the agreed Performance and Availability requirements. It must also have the ability to expand as the functions of AWH grow into the future.
  - Security: To provide the security of a Private Network without the need for encryption or other security devices to be installed on the WAN.
4. The solution must be able to cater for a mix of traffic and delay sensitive traffic including, but not limited to, data, voice, video and Medical Imaging. The link will carry SAN replication from the Primary Data Centre in Wodonga to the secondary SAN in Albury.
5. The solution must be able to provide for up to 5 concurrent Video Conference calls and 30 concurrent telephony calls.
6. The solution must be able to provide for the transfer of Medical Images (X-Rays, CT Scans, Ultrasounds, MRI Images, etc) between the 2 Campuses. Currently these images are viewed in a web-based environment. In the future, there may be the need to transfer the original Image files from Campus to Campus.
7. The solution must be able to provide for a centralized Pathology Service to be provided from either Campus with data storage at the Centralised Data Centre.
8. The solution must be able to provide for the implementation of a Scanned Patient Medical Record where scanning will be undertaken at both Campuses into a database held at the Centralised Data Centre.

## EXAMPLES OF TRAFFIC

Following are examples of other types of traffic that will utilize the link.

- Back Office products including Microsoft Office 2007, Outlook e-mail, Exchange Server, Active Directory, SharePoint and the AWH Intranet Desktop.
- Business Systems including, but not limited to, Patient Management systems, Pharmacy, Maternity, Allied Health and Financial systems. Systems will be hosted in both 'fat client', 'thin client' or web based modes.
- Access for users at either Campus to the HRHA WAN for the provision of external e-mail, Internet access, HRHA hosted Mental Health System, externally hosted Payroll system and future, shared Finance and Patient Management systems centrally hosted from Melbourne.
- Access for all Albury Campus users and specific Wodonga Campus users to the GSAHS WAN for the provision of all Albury Applications software hosted by GSAHS or NSW Health, for a period of up to 3 years.
- Building Management Systems including, but not limited to, Security Access (swipe cards), Exit Lighting and CCTV surveillance monitoring systems.
- Paging systems, PA systems and Nurse Call systems.
- Data Protection, backup and disaster recovery systems.
- Network meetings via Webex, NetMeeting or similar products both between the 2 Campuses and externally to other Organisations.

## **NON-FUNCTIONAL REQUIREMENTS**

The major non-functional requirements that need to be provided for by the solution are:

1. must be cost effective, including ongoing costs.
2. must utilize current network hardware. Further hardware requirements will be obtained outside this project.
3. must provide synchronous links.
4. must provide ongoing and easy maintenance and management of the connectivity link by the Service Provider.
5. must provide monthly reporting on contractual Service Level Agreements (SLA) and should provide access to monitoring statistics for AWH.
6. must provide annual availability of 99.99%.
7. must provide specific notice for planned outages.

8. must restore service within specific timeframes with regular progress notifications during the outage and restoration of services.
9. must provide notification of identified problems / outages.
10. must demonstrate that the Service Provider has relevant experience and the appropriate presence in both Victoria and NSW to be able to deliver the project.
11. must demonstrate sufficient capacity to deliver an innovative solution.
12. must provide full documentation of the system including testing of the system.

The Proposer is invited to provide a copy of their Service Level Agreement and Terms and Conditions.

The Template for Functional and Non-Functional requirements must be completed and provided with the Proposal. See Attachment D.

## Attachment C – Financial Response Template

**Core Costs:** Tenderers must provide a schedule ('Core Costs'), clearly indicating the tendered prices and rates for the contract, including

|   |  |
|---|--|
| Components (Please list major items)                |  |
| Labour/Consultants (Please set out rates and Total) |  |
| Licensing (Please itemise)                          |  |
| Details of any maintenance costs for year 1         |  |

**Non-Core Costs:** Provide details of other costs which will be associated with this installation including;

|   |  |
|---|--|
| Prices & rates for Ongoing Licensing  |  |
| Rental or usage charges   |  |
| A provisional allowance for replacement costs of any equipment required to be made by AWH |  |
| any ongoing cost following installation for subsequent years.                             |  |

**Price Review Mechanism** - Provide details of the price review mechanism (rise and fall) which the Tenderer proposes to apply on an annual basis, during the currency of the contract (including any contract extensions) in relation to licensing or maintenance of the system installed. This must be defined as either a set rate (CPI or a fixed rate e.g. 2% p.a.), or calculated by formula on the basis of relevant publicly available figures or indexes. Note that these figures will be used in the cost modelling performed by the evaluation team when determining value for money.

**Attachment D – Templates - Editable versions (Provided separately)**

**Proposer’s Checklist**

The following is a checklist to assist Proposers check that all aspects of their Proposal have been addressed in accordance with the EOI.

NOTE: Proposers are not required to submit this checklist with their Proposal.

| EOI Requirement   | Checked |
|---|---------|
| Closing Time  |         |
| Proposal Lodgement address  |         |
| Packaging and number of copies  |         |
| Proposer’s Declaration, completed and attached                            |         |
| Proposer details, completed   |         |
| Evaluation Criteria including Attachments B and D, addressed and attached |         |
| Referees, provided  |         |
| Statement of Compliance, completed  |         |