ADDENDUM TO CALL FOR SUBMISSIONS

CALL FOR SUBMISSIONS NO.: HOU9681012

ADDENDUM NO.: 2

DATE OF ISSUE: 30 June 2014

NO. OF PAGES: 2

IMPORTANT: Failure to acknowledge this addendum at the time you lodge your Submission may result in your Submission not being considered.

Please complete and sign the acknowledgement of receipt of this addendum to the Call for Submissions for Affordable Housing HOU9681012 on Page 2 and include in your future submissions.

Acknowledgment is not necessary if your Submission has been lodged prior to receipt of this addendum.

The acknowledgement must be received prior to the specified Closing Time.

This addendum is issued pursuant to clause 4.5 of the Housing Authority's Call for Submissions for Affordable Housing HOU9681012.

The following amendments have been incorporated into the attached updated Call for Submissions document:

1. Part 1 – Guidelines and General Information
   - Clause 1.4: concerning Opportunity as it specifically relates to Housing Authority land.
   - Clause 2.2: concerning Land as it specifically relates to Housing Authority land
   - Clause 2.3: concerning Locations and Amenity and the inclusion of a 'self assessment' framework
   - Clause 2.4: concerning Housing Type and Configuration and the Housing Authority’s Strategic Plan
   - Clause 2.10: the Date of Occupation Readiness is amended to ‘30 June 2015’.
   - Clause 3.4: concerning the Discount to the Housing Authority
   - Clause 4.8: the Closing Date is amended to ‘30 June 2015’.

2. Part 2 – Submission Forms
   - Part B: Category B (Land identified, but not owned or controlled by the Respondent)
     Land owned by the Housing Authority

3. Appendix 1 – Preferred Locations and Dwelling Types
   Affordable Housing Self Assessment Tool and Reference Sheets
**Acknowledgement of receipt of addendum**

Respondents must complete and sign the following acknowledgement and include with their submission(s).

____________________________________  _______________________
Name                                  Signature

____________________________________  _______________________
Company                                Position

_____________________________________
Address (1)

_____________________________________
Address (2)

____________________________________  ________   _________
Suburb                  Post Code         Date
Title
Call for Submissions for Affordable Housing (Last Updated 30 June 2014)

Reference No.  HOU9681012

Lodgement of Submission
Closing Date:  30 June 2015 (or earlier at the discretion of the Housing Authority)
Time:  Before 2:30pm
Place:  East Perth Tender Box
        Ground Floor
        99 Plain Street
        EAST PERTH WA 6004
# Table of Contents

## Disclaimer 7

### Part 1: Guidelines and general information 8

1. Introduction 8

1.1 Background 8

1.2 Affordable Housing Strategy 2010-2020: Opening Doors to Affordable Housing 8

1.3 General Purpose of these Guidelines 9

1.4 The Opportunity 9

2. Scope and Requirements 11

2.1 General 11

2.2 Land 11

2.3 Location and amenities 12

2.4 Housing type and configuration 13

2.5 Exclusions 13

2.6 Prospective Respondents 14

2.7 Number of dwellings per Submission 14

2.8 Sustainable social mix; positive integration 15

2.9 Building Permit and other statutory approvals 15

2.10 Date of occupation readiness 15

2.11 Design Guidelines and Specification 15

2.12 Compliance with Codes and Policies 16

2.12.1 Building Code of Australia and Australian Standards 16

2.12.2 Priority Start 16

2.12.3 Buy Local Policy 17

2.12.4 Built Strata Requirements 17

2.12.5 Code of Practice for the Building and Construction Industry in WA 17

2.12.6 Contracting standards 17

3. Commercial Principles 18

3.1 Risk 18

3.2 Value for money 18

3.3 Cost Points 19

3.4 Discount to the Housing Authority 19

3.5 Finance 20

3.6 Transaction types 20

3.7 Contract special conditions 20

3.8 GST 21

3.9 Insurances 21

3.10 Housing Authority reserves the right 21

4. Procedural matters 22

4.1 Registration 22

4.2 Reference documents 22

4.3 Enquiries 23

4.4 Information session 23
4.5 Addenda or other supplementary information 23
4.6 Probity 23
4.7 Lodgement details 23
4.8 Closing Date 24
5. Submissions 25
5.1 Content 25
5.2 Format 25
5.3 Language of Submissions 25
5.4 Contact person 26
5.5 Submission validity period 26
5.6 Number of Submissions 26
5.7 Housing Authority's interest in part of Submission 26
5.8 Sketch Plans 26
5.9 Compliance with Housing Authority Design Guidelines and Specification 26
5.10 Construction Base Prices 26
5.11 Base Price Inclusions and Allowances 27
5.12 Schedule of Rates 28
5.13 Additional Information 28
6. Procurement process 29
6.1 Assessment of Submissions 29
6.2 Qualifying Criteria 29
6.2.1 The Respondent 29
6.2.2 Category A Submissions – no legal or practical impediments to implementation 30
6.2.3 Category B Submissions – no legal or practical impediments to implementation 30
6.2.4 Category C Submissions - Track record and financial status 31
6.3 Assessment Process 31
6.3.3 Due diligence and further discussions 31
6.3.4 Negotiations 32
6.4 Final Approval - Ministerial and other statutory approvals 33
6.5 Contractual Close 33
6.6 Assessment Panels 33
6.7 Prioritising Submissions 33
7. Terms and conditions 34
7.1 Interpretation 34
7.2 Rights and obligations 34
7.3 Relationship between parties 35
7.4 Consideration of a Submission 35
7.5 Ownership of these Guidelines 36
7.6 Ownership of Submissions 36
7.7 Intellectual property rights 36
7.8 Freedom of Information 37
7.9 Confidentiality 37
7.10 Confidential information 37
7.11 Conflict of interest 38
7.12 Collusive behaviour 38
7.13 No Improper Influence 38
7.14 Respondents to inform themselves 38
7.15 The Housing Authority's investigations 38
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.16</td>
<td>Return of information</td>
<td>39</td>
</tr>
<tr>
<td>7.17</td>
<td>Financial terms of Submission</td>
<td>39</td>
</tr>
<tr>
<td>8.</td>
<td>Definitions</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td><strong>Appendix 1 – Preferred Locations and Dwelling Types</strong></td>
<td>42</td>
</tr>
<tr>
<td></td>
<td><strong>Appendix 2 – Affordable Housing Design Guidelines</strong></td>
<td>46</td>
</tr>
<tr>
<td></td>
<td><strong>Appendix 3 – Affordable Housing Minimum Specification</strong></td>
<td>49</td>
</tr>
<tr>
<td></td>
<td><strong>Appendix 4 – Contract Requirements and Documentation</strong></td>
<td>51</td>
</tr>
<tr>
<td></td>
<td><strong>Part 2: Submission Forms</strong></td>
<td>63</td>
</tr>
</tbody>
</table>
Disclaimer

These Guidelines have been prepared by the Housing Authority.

These Guidelines have been prepared to assist prospective Respondents in making their own assessment of the Housing Authority’s requirements and preferences for Affordable Housing (the Opportunity) and does not purport to contain all of the information that Respondents may require. The accuracy of any statements, opinions, projects, forecasts or other information (Statements) contained in these Guidelines may change. Where any Statements relate to future matters, no steps have been taken to verify that the Statement is based on reasonable grounds, and no representation or warranty, expressed or implied, is made by the Housing Authority, or any of its officers, employees, advisers or agents that the Statements are accurate.

Respondents should conduct their own independent investigations, review and analysis of the Opportunity and the information set out in these Guidelines. Respondents must rely entirely on their own investigations, review and analysis, and not on these Guidelines or any information provided by or on behalf of the Housing Authority nor any of the Housing Authority’s employees, agents, advisers or consultants in relation to their assessment of the Opportunity. Neither the Housing Authority, nor any of its employees, agents, advisers or consultants (or their respective associated companies or businesses, partners, directors, officers or employees) makes any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in these Guidelines or subsequently provided to Respondents by or on behalf of the Housing Authority or its advisors or consultants. To the maximum extent permitted by law, none of those persons shall have any liability (whether arising from negligence or otherwise) for:

(a) any representations or warranties (express or implied) or information contained in, or for any omissions from, these Guidelines or any written, oral or other communications transmitted to the Respondents by or on behalf of the Housing Authority or any of its employees, agents, advisers or consultants; or

(b) any cost, expense, loss, claim or damage of any nature arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from these Guidelines or by reason of any reliance thereon by any person or body.

The Housing Authority may, in its sole and absolute discretion, but without being under any obligation to do so, amend, update or supplement the information contained in these Guidelines. Any further information will be and is provided subject to the terms and conditions set out in this notice.

Nothing in these Guidelines will be construed to be or create a binding contract (express or implied, including a process contract) enforceable against the Housing Authority by any Respondent. Any conduct or statement by the Housing Authority, whether prior to, or subsequent to, the issue of these Guidelines is not, and these Guidelines are not, and must not be deemed to be, an offer to contract on the part of the Housing Authority or a binding undertaking of any kind by the Housing Authority. Each Respondent waives any right to administrative law relief (whether under statute, the common law, equity or otherwise) to which that Respondent is or may in the future become entitled in connection with this document or the process outlined in it.
Part 1: Guidelines and general information

1. Introduction

1.1 Background

A key objective of the State Government's Affordable Housing Strategy – Opening Doors 2010-2020 (Affordable Housing Strategy) is the provision of an additional 20,000 Affordable Housing opportunities by 2020 to help low to moderate income earners who are struggling in the private rental market, unable to get into home ownership and/or trapped in the Social Housing system because of a lack of affordable alternatives.

The Housing Authority has issued these Guidelines to stimulate, guide and facilitate constructive and focused engagement between the Housing Authority and industry in an effort to increase the supply and diversity of Affordable Housing in Western Australia. The Housing Authority’s ultimate objective is to provide a range of new Affordable Housing opportunities in Perth and the Regions and the purpose of these Guidelines is to provide an opportunity to the property development and construction industry to bring innovative and cost-effective Submissions to Government and to work with the Housing Authority to achieve its objective. It is expected that this partnership approach will deliver superior housing outcomes for the community and better ‘value for money’ for the Housing Authority.

The Housing Authority is seeking to procure an increasingly diverse range of Affordable Housing – not just for its 'traditional' rental programs, but equally for its home ownership programs. The Housing Authority may decide to on-sell some or all of the dwellings to eligible households through its shared equity or other home ownership programs. It is therefore seeking to purchase newly constructed dwellings at wholesale prices.

These Guidelines place a strong emphasis on expanding the volume and diversity of Affordable Housing – including smaller dwellings to meet the needs of 1-2 person households, well located sites in terms of general amenity and proximity to major activity centres (eg public transport, employment and services) and maximising the return on the State Government's investment in housing.

The Housing Authority recognises that achieving affordable price points will represent challenges in particular markets and therefore encourages the use of innovation and efficiencies in housing design, built form, product mix and funding arrangements, etc.

1.2 Affordable Housing Strategy 2010-2020: Opening Doors to Affordable Housing

The State Government is committed to tackling the shortage of Affordable Housing in Western Australia. The Affordable Housing Strategy gives the Housing Authority a mandate to lead the implementation of vital changes in the way it delivers Affordable Housing and through new partnerships, start opening more doors for more people more quickly.

The Affordable Housing Strategy introduces the principle of the 'Affordable Housing Continuum':
The Affordable Housing Strategy seeks to create more Affordable Housing entry points and pathways for people on low to moderate incomes – primarily outside of the traditional public housing system.

The Department’s recently released Strategic Plan 2020 includes the following strategic targets:

(a) 20,000 affordable homes by 2020 for people on low to medium incomes
(b) 60% of developments to be medium and higher density/ transit orientated by 30 June 2020
(c) 15% affordable housing on government owned land developments
(d) 80% of lots developed by the Authority delivered below median land price
(e) Deliver 2 transformational property developments per year

1.3 General Purpose of these Guidelines

The purpose of these Guidelines is to:

(a) encourage the private sector to present for consideration by the Housing Authority Submissions for value for money, innovative and diverse Affordable Housing;
(b) outline the Housing Authority’s requirements and preferences for Affordable Housing and to assist the private sector to prepare Submissions for housing which meet the particular requirements of the Housing Authority; and
(c) establish a framework for a flexible, commercial procurement process designed to facilitate focussed engagement and dialogue between the Housing Authority and industry.

1.4 The Opportunity

Prospective Respondents are invited to prepare and lodge submissions for the development of well designed, well located and ‘value for money’ Affordable Housing in metropolitan Perth or regional Western Australia.

Submissions may be for housing on land that is:

(i) owned or controlled by the Respondent (Category A);
(ii) identified but not necessarily owned or controlled by the Respondent (Category B); or
(iii) not identified (although submissions that do not involve land that is owned, controlled or at least identified by the Respondent will only be considered for large proposals for more than 50 dwellings) (Category C).

With regard to Submissions for housing on land that has not been identified (i.e. under paragraph (c) above), the Housing Authority remains open to the prospect of identifying and negotiating the purchase of land owned by a third party where such Submissions meet or exceed the Housing Authority’s requirements in other respects.
More generally, the Housing Authority invites Submissions that:

(b) offer exceptional value for money through not only economies of scale but through other innovation and efficiencies such as housing design, materials selection, purchasing arrangements and other supply chain efficiencies;

(c) are highly innovative in respect of financial, contractual and risk arrangements; and

(d) provide attractive, well designed and flexible housing products, suitable for the Housing Authority’s sale and rental programs.

As with the Housing Authority’s earlier procurement models, this provides an opportunity to the property development and construction industry to bring forward innovative and cost-effective Submissions to the State Government and to work with the Housing Authority to achieve its objective. It is expected that this partnership approach will deliver superior housing outcomes for the community and better ‘value for money’ for the Housing Authority.

The Housing Authority will issue site specific Requests for Proposals (RFP) for development of selected Housing Authority-owned land. Please refer to the Housing Authority’s website [http://www.housing.wa.gov.au/investorsandpartners](http://www.housing.wa.gov.au/investorsandpartners) for more information. (Note: Generally Authority owned lots with a potential yield of 50 units or more will not be available for development through this call for submission process).
2. **Scope and Requirements**

2.1 **General**

Under these Guidelines, the Housing Authority is seeking to procure Affordable Housing to support its home ownership and rental programs.

Prospective Respondents are invited to lodge Submissions:

(a) for dwellings on land that is:
   - owned or controlled by the Respondent;
   - identified but not necessarily owned or controlled by the Respondent; or
   - not identified (although submissions that do not involve land that is owned, controlled or at least identified by the Respondent will only be considered for large proposals for more than 50 dwellings) [see section 2.2];

(b) for dwellings in locations around metropolitan Perth and around regional Western Australia [see section 2.3];

(c) for a range and mix of housing types and configurations [see section 2.4];

(d) for dwellings which are likely to be desirable to prospective homebuyers and which demonstrate leading design principles in terms of interior layouts, elevations and specification;

(e) which may accommodate a sustainable social mix and intensity [see section 2.8];

(f) which present an acceptable overall risk profile to the Housing Authority in terms of its social and financial objectives as outlined in these Guidelines;

(g) which demonstrate innovation in design in respect of compactness, flexibility, reproducibility, material usage, specification, etc;

(h) which meet the Housing Authority's Design Guidelines and Specification Requirements as set out in Appendices 2 and 3 respectively [see section 2.11];

(i) which offer innovation in contractual or financial arrangements, and in particular minimise financial risk and capital outlay for the Housing Authority; and

(j) that meet the Housing Authority's desired cost points and embedded return as set out in section 3 below.

Submissions must comply with the requirements of these Guidelines, including but not limited to the Conditions of Submission.

Consideration will be given to those Submissions that meet the Housing Authority's requirements and preferences as outlined in these Guidelines.

2.2 **Land**

Respondents may lodge a Submission for housing on land that is:

(a) owned or controlled by the Respondent (Category A);

(b) identified but not necessarily owned or controlled by the Respondent (Category B); or
(c) not identified (although submissions that do not involve land that is owned, controlled or at least identified by the Respondent will only be considered for large proposals for more than 50 dwellings) (Category C).

‘Category A’ Submissions must involve land over which the Respondent has control. Control may include ownership, an option to purchase the land, a conditional or unconditional contract or evidence of advanced negotiations with the current land owner satisfactory to the Housing Authority. The Housing Authority must be able to acquire title to the land should it require to do so.

‘Category A’ and ‘Category B’ Submissions should involve land that is suitable for the construction of housing. Land should be as level as possible to allow for cost effective construction, amongst other things. The Housing Authority will not consider acquiring contaminated land. If a Submission involves land that has a history of contamination but has since been remediated, the Respondent will need to demonstrate to the Housing Authority’s satisfaction that the land is fully remediated and suitable for residential use. Land that is the subject of a Submission may be the subject of further investigations by the Housing Authority under the Assessment Process.

Proponents who have identified land owned by the Housing Authority and are submitting ‘Category B’ submissions should recognise and acknowledge in their Submission that:

1. the value of the land must be factored into the submission as a land value cost to the project; and
2. the Housing Authority will utilise case by case discretion when approving Housing Authority owned land to form part of an Affordable Housing EOI submission and may reject a submission for any reason, including without limitation where:

   a. the land may be earmarked for another purpose by the Housing Authority; or
   b. the land may represent significant value or yield to the Housing Authority.

Additional criteria as set out in sections 2.3 and 2.8 will apply to ‘Category A’ and ‘Category B’ Submissions.

Respondents who lodge a ‘Category C’ Submission must also address the criterion set out in section 2.6.

The Housing Authority will consider Submissions that include elements of one or more of the above ‘categories’ provided each such element can be separately evaluated.

The Housing Authority will issue site specific Requests for Proposals for development of selected Housing Authority owned land. Please refer to the Housing Authority’s website [http://www.housing.wa.gov.au/investorsandpartners](http://www.housing.wa.gov.au/investorsandpartners) for more information.

2.3 Location and amenities

The Housing Authority is not imposing any geographical restrictions under these Guidelines.

Submissions are invited for Affordable Housing across Perth metropolitan area and in regional cities and towns across Western Australia.

The Housing Authority has however, provided a guide as to its preferred locations and a self assessment matrix in Appendix 1 to assist Respondents in evaluating their proposals.
and may issue addenda to update preferences from time to time as demand in certain areas is satisfied.

The Housing Authority will prioritise assessment and give preference to Submissions for housing in the preferred locations.

For 'Category A' or 'Category B' Submissions, the Housing Authority will give preference to Submissions that demonstrate a 'holistic' affordable solution, having regard not only to the initial cost of acquiring a dwelling but also to the cost of living generally. In particular, the Housing Authority is seeking to procure Affordable Housing in desirable locations with a high level of amenity, including close proximity to:

(a) existing rail infrastructure and other forms of public transport
(b) other forms of established infrastructure including educational and leisure facilities
(c) Daily needs and regional shopping centres

For 'Category C' Submissions, particular emphasis will be placed on overall value for money assessment, including cost, housing type, design and lot requirements (eg, lot frontages and size).

2.4 Housing type and configuration

The Housing Authority may consider a range of house types that meet the requirements as set out in these Guidelines including detached, villa, terraced, single and double storey housing configurations, group housing and multi level apartments. The Housing Authority's recently released Strategic Plan mandates that 60% of developments should be medium to higher density/transit oriented by 2020.

Although the Housing Authority is inviting submissions for a range of dwellings, its greatest need is for 1, 2 and 3 bedroom dwellings suitable for singles, couples and young families (perhaps with one child), which maximise value for money.

House types should be generally capable of meeting most estate design guidelines.

All dwellings should be:

(a) compact in nature and efficient in design in order to minimise costs and achieve value for money;
(b) well designed, both in terms of internal layouts, elevations and specification. Some designs will need to have a level of flexibility to accommodate specific lot configurations and orientation; and
(c) appealing to prospective homebuyers.

2.5 Exclusions

For the avoidance of doubt, the Housing Authority will not consider Submissions for additional NRAS allocations or student accommodation. Nor will the Housing Authority consider Submissions for transportable housing for the Perth metropolitan area under these guidelines.
Submissions may, however, include previously approved NRAS allocations as part of the proposal. Submissions which request, or otherwise rely upon additional NRAS allocations will not be considered.

2.6 Prospective Respondents

The Housing Authority will consider Submissions from a wide range of prospective Respondents in the property and construction industry. Prospective Respondents could include, but are not necessarily limited to:

(a) developers;
(b) building contractors;
(c) property owners;
(d) property funds;
(e) receivers;
(f) banks / financiers; and
(g) community housing organisations.

Provided a Submission satisfies the Conditions of Submission, the Housing Authority is prepared to entertain Submissions from single entities, a partnership or a consortium.

A Respondent may appoint an agent to act on their behalf but must provide relevant information and demonstrate proof of agency in their Submission.

Given the size (minimum of 50 dwellings) and likely cost of implementing ‘Category C’ Submissions on land that has not been identified, the Housing Authority is expecting such Submissions from individual entities or consortia that, amongst other things, can demonstrate that they have the financial capability, capacity and track record to deal with such levels of work, potentially simultaneously.

For ‘Category C’ Submissions only, each Respondent must:

(h) set out its track record or, in the case of a consortia, the track record of each of its members, in delivering major projects of this nature;
(i) nominate at least THREE (3) referees who may be contacted by the Housing Authority during the Assessment Process.

This is an additional Qualifying Criterion for ‘Category C’ Submissions and Respondents should refer to section 6.2.2 of these Guidelines in this regard.

2.7 Number of dwellings per Submission

The Housing Authority will consider Submissions ranging from single residential dwellings to much larger projects. Other than the minimum number of dwellings required for a ‘Category C’ Submission, there are no upper or lower limits on the number of dwellings that may be proposed in any one Submission.

The Housing Authority may consider the procurement of selected dwellings which are the subject of a Submission or the procurement of all the dwellings the subject of a Submission
For group housing sites and apartment complexes of 8 dwellings or less, the Housing Authority may consider procuring the whole site or complex.

For larger complexes, the Housing Authority may consider:

(a) acquiring only a portion of the dwellings being developed, preferably working to its 1 in 9 preferred density ratio for Social Housing; or

(b) acquiring the entire project, with a view to selling down during the course of construction all or some of the dwellings in order to achieve a more sustainable mix going forward.

Respondents must pay particular regard to the matters referred to in section 2.8 below.

2.8 Sustainable social mix; positive integration

For Submissions which include larger group housing or apartment complexes or high concentrations or density of Affordable Housing, the Housing Authority will seek to diversify the social mix. This may involve the parties agreeing to an alternative use for certain proportion of the proposed dwellings, including but not limited to market sales.

2.9 Building Permit and other statutory approvals

Submissions must as far as possible demonstrate to the Housing Authority's satisfaction that all proposed dwelling / building designs are capable of obtaining all relevant statutory approvals, including planning approval (where applicable) and a building permit.

Where Submissions relate to dwellings which have not commenced construction, the Housing Authority will prioritise consideration of those Submissions where a building permit and any and all other necessary approvals, licences or permits to commence development have been obtained.

Where Submissions relates to dwellings in respect of which a building permit has not been obtained, the Housing Authority will need to be satisfied that such a permit (and any and all other necessary approvals, licences or permits) will be forthcoming on terms and conditions which are acceptable to the Housing Authority.

2.10 Date of occupation readiness

A key objective of the Housing Authority is to acquire Affordable Housing that will be ready for first occupation by 30 June 2015.

Having due regard for the time that it is likely to take to assess a Submission, identify and / or acquire the land (as applicable), obtain finance, obtain statutory approvals and consent, conduct due diligence and finalise contractual negotiations, the Housing Authority will give priority consideration to Submissions that it is confident can be implemented in the shortest reasonable timeframes.

Respondents should provide sufficient information to enable the Housing Authority to conduct an objective assessment of this criterion, including indicative timeframes.

2.11 Design Guidelines and Specification

The Housing Authority's Design Guidelines and Specification are set out in Appendices 2 and 3. The Housing Authority has worked closely with the Master Builder's Association.
and industry to overhaul and simplify the Housing Authority's design and specification to better reflect current industry standards.

A Respondent must only lodge a Submission for 'turnkey' housing solutions.

2.12 Compliance with Codes and Policies

2.12.1 Building Code of Australia and Australian Standards

All Submissions submitted must comply with the requirements of the Building Code of Australia, all other relevant Australian Standards and Codes, any relevant international standards and all other statutory and regulatory and requirements.

2.12.2 Priority Start

Priority Start is the State Government policy administered by the Department of Training that ensures Government achieves a significant contribution in the engagement of apprentices and trainees in the building and construction industry.

Priority Start registration will not apply to contracts where the Housing Authority is purchasing a completed dwelling or a dwelling off the plan where the Housing Authority does not enter into a build contract.

Where the Housing Authority does enter into a building contract, the Contractor will be required to comply with the Priority Start policy as detailed below

Component A - Registration

To be eligible to undertake any State Government building or engineering construction contracts that have an estimated labour component in excess of $300,000, head Contractors are required to be registered by the Department of Education and Training as part of a pre-qualification process. For information and assistance regarding Priority Start registration, please contact:

Priority Start
Building Policy Coordinator – Department of Training and Workforce Development
Optima Centre – Building B
16 Parkland Road
Osborne Park WA 6017
Telephone No: (08) 9238 2477
Facsimile No: (08) 6551 5040
E-mail: Programs.PS.Building@dtwd.wa.gov.au
Website: http://www.apprenticeships.training.wa.gov.au/fine_print_policy.asp

This registration process is renewable each year.

Employers external to Western Australia can apply for registration, however, only Western Australian indentured apprentices and trainees can be nominated. Prior to the acceptance of a construction contract and within two days from the date of any request from the Housing Authority, the Contractor shall lodge with the Housing Authority a completed and signed Priority Start Confirmation of Registration Form.

Component B – Training Requirement

When the labour component of the contract is in excess of $300,000, it will be a fundamental condition of the contract that the Contractor meets a pre-determined training requirement for providing training opportunities for apprentices or trainees for the full duration of the contract.
The number of apprentices or trainees required is based on the estimated labour only value of the contract. The Housing Authority has an arrangement with the Department of Treasury and Finance's Industry Training Unit to assist Contractors meeting the requirement of the policy. A cost contribution may be required under this arrangement.

2.12.3 Buy Local Policy

The Housing Authority will give priority to and encourage Submissions that demonstrate the use of local subcontractors and suppliers.

The following document can be viewed and downloaded from the State Supply Commission website at http://www.ssc.wa.gov.au.

2.12.4 Built Strata Requirements

Where the Submission involves the development of a group housing site or apartment complex, the Housing Authority will require the production of individual built or survey strata titles.

All information that is required to be provided by an original proprietor under section 69A and 69B of the Strata Titles Act 1985 (WA) must also be provided as soon as reasonably practicable to facilitate off-the-plan sales.

2.12.5 Code of Practice for the Building and Construction Industry in WA

The Housing Authority requires that all Respondents act in accordance with the Code of Practice for the Building and Construction Industry in Western Australia. Accordingly, in preparing its Submission, a Respondent must:

(a) comply with;

(b) ensure that its proposed systems, methods of work, policies and procedures, meet or exceed the requirements of; and

(c) illustrate, how it is able to comply with or exceed,

the requirements of the Code of Practice for the Building and Construction Industry in Western Australia in any contract it might later be offered by the Housing Authority.

2.12.6 Contracting standards

These Guidelines detail the Housing Authority's design requirements and specifications, the nature and type of dwellings that it may consider, together with the terms and conditions which may be offered to a Successful Respondent.

A Respondent must:

(a) carefully consider the requirements, rights and obligations set out in these Guidelines; and

(b) demonstrate how the pricing, design, processes, procedures, methods of work and any other matters set out in its Submission will allow it to comply strictly with each and every obligation in these Guidelines; and

(c) ensure its Submission includes an express acknowledgement that:

(i) it has carefully considered the requirements, rights and obligations set out in these Guidelines;

(ii) the pricing, design, processes, procedures, methods of work and any other matters set out in its Submission will allow it to comply strictly with each and every obligation in these Guidelines, including but not limited to the Conditions of Submission.
3. Commercial Principles

3.1 Risk

The Housing Authority will be seeking to minimise and protect itself against a number of key risks in relation to any Submissions which it may decide to implement following the Assessment Process.

These risks include, but are not necessarily limited to:

(a) the risk that the concentration of the Affordable Housing dwellings the subject of any one or more Submissions is too high, leading to:
   (i) such dwellings being deemed undesirable by prospective purchasers and/or occupants; and/or
   (ii) the Housing Authority experiencing difficulty selling such dwellings on the Affordable Housing market;

(b) other more general financial and legal risks, which may be addressed in any Contract(s) the Housing Authority may enter into with a Successful Respondent by incorporating appropriate risk allocation, indemnities, guarantees and/or insurance requirements.

The Housing Authority will favour Submissions which:

(c) reflect a genuine consideration and understanding of the matters referred to in section 3.1(a) above. This may involve the Respondent retaining ownership of a certain proportion of dwellings and selling those dwellings on the open market; and

(d) demonstrate a willingness to enter into a contractual framework which fulfils the Housing Authority's broader risk objectives as outlined in section 3.1(b) above and elsewhere in these Guidelines.

3.2 Value for money

The Housing Authority will be seeking exceptional value for money in any Submission it considers.

Value for money will be assessed via professional valuation(s) or other assessments, including but not limited to construction cost estimating and comparison against data from tenders previously or currently issued by the Housing Authority. It is expected that competitive Submissions will incorporate innovative ways of achieving substantial discounts and better value for money for the Housing Authority, such as those matters outlined in section 2.1 of these Guidelines.

Respondents are required to demonstrate value for money in their Submissions by setting out how the build costs and land costs (if the latter can be determined) are offered to the Housing Authority at 'wholesale' prices, thereby generating substantial discounts to 'market' or 'retail' prices in the Housing Authority's favour and enabling the Housing Authority to on sell dwellings to eligible households at genuinely affordable prices.
3.3 Cost Points

The Housing Authority is seeking low cost, ‘value for money’ Submissions in order to meet its objectives under its Affordable Housing rental and Affordable Housing sales programs.

It is difficult for the Housing Authority to set meaningful cost points for dwellings given the diversity in dwelling types, sizes and locations.

However, as a guide, the Housing Authority is seeking Submissions where the total cost to the Housing Authority for a one or two bedroom unit is, on average, less than $250,000 (GST inclusive) per dwelling in the Perth metropolitan area and in some cases, substantially less than this. This total cost must include the cost of land, construction and all relevant fees.

If during the Assessment Process, suitable land is identified for the implementation of a 'Category C' Submission and an accurate cost point analysis can be undertaken, the Housing Authority will prioritise further consideration of Submissions which meet these cost points.

3.4 Discount to the Housing Authority

Given that the Housing Authority's key objective is to increase the supply of Affordable Housing opportunities in Western Australian, and that it needs to procure as many dwellings as possible for the finite funds it has available, the Housing Authority is seeking to purchase dwellings at a discount to the market valuation. It is expected that the construction cost component of the transaction can be significantly discounted while still allowing for the reasonable cost of producing the turnkey product and a developer margin.

In order to meet its affordability targets, the Housing Authority intends to sell many of the dwellings it acquires on a shared equity basis to eligible low to middle income households. Under the Authority's ‘Shared Start’ program the purchase is made more affordable by the purchaser acquiring a 70-80% rather than 100% ownership interest in the property with the Authority retaining the balance. Shared Start loan applicants are limited by their income and borrowing capacity. Therefore, the higher the market value of a property, the lower the equity share available to the shared equity purchaser and the greater the discount that the Authority will be seeking to negotiate in order to remain below loan limits and for the program to remain cash neutral (see the example below).

<table>
<thead>
<tr>
<th>Example</th>
<th>Scenario A</th>
<th>Scenario B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value:</td>
<td>80% Shared Equity</td>
<td>70% Shared Equity</td>
</tr>
<tr>
<td>$280,000</td>
<td>$320,000</td>
<td></td>
</tr>
<tr>
<td>Cost to Housing Authority</td>
<td>$224,000</td>
<td>$224,000</td>
</tr>
<tr>
<td>Cost to SharedStart Client</td>
<td>$224,000</td>
<td>$224,000</td>
</tr>
<tr>
<td>Discount to market value required to keep cost neutral:</td>
<td>20%</td>
<td>30%</td>
</tr>
</tbody>
</table>

As part of its evaluation process, the Housing Authority will obtain market valuations to test whether or not purported discounts are supported by market evidence.

Consideration may be given to Submissions that do not provide significant discount to market valuation, provided that they possess other significant merits. Such a determination will be at the Housing Authority’s absolute discretion.
The Housing Authority understands that any level of return is partly the result of the role the Housing Authority plays in the transaction and overall risk it takes.

Again, the Housing Authority is looking to industry to provide innovative ways through volume, design, construction, materials, supply chain and financing to enable its affordability objectives to be achieved.

### 3.5 Finance

The Housing Authority will give preference to contractual arrangements where any cash contribution by the Housing Authority is kept to a minimum in the initial stages of the project. The Housing Authority will also seek to minimise its risk profile on a case by case basis.

### 3.6 Transaction types

The Housing Authority is prepared to consider a wide range of transaction types. These may include but are not limited to:

(a) contract for completed housing;

(b) contract for off the plan housing (i.e. under construction or not commenced);

(c) house and land packages (single dwelling or multiple dwellings) incorporating separate build and land purchase contracts;

(d) joint ventures; and

(e) other forms of equity participation

### 3.7 Contract special conditions

Where the Housing Authority enters into a construction contract, the Housing Authority will seek to use its standard design and build contracts and conditions. For larger projects, this could involve the use of the AS4300 (design and construct). Standard conditions may include but are not limited to the following:

(a) Guaranteed maximum price;

(b) Variations by Housing Authority only;

(c) Latent conditions associated with the land at Contractors risk;

(d) Design, documentation, approvals and clearances the responsibility of the Contractor;

(e) Set practical completion dates with limited opportunity for extensions of time;

(f) Liquidated damages for not meeting agreed timeframes; and

(g) Housing Authority has become legal owner of the required land (where applicable).

Joint ventures and other complex forms of contractual arrangements will be dealt with on a case by case basis.
Where the Housing Authority must acquire land to facilitate the implementation of a Submission, such land contracts will have to be acceptable to the Housing Authority, at its absolute discretion. The Housing Authority may carry out a range of due diligence investigations prior to acquisition. The Housing Authority will look to incorporate a range of special conditions to minimise the risks associated with any land acquisition, in some cases seeking warranties regarding contamination, latent defects and boundary issues. Generally, the Housing Authority will not acquire land unless all necessary statutory approvals and consents have been obtained on terms that are acceptable to the Housing Authority.

3.8 GST

All pricing in a Submission must be expressed as being GST inclusive. The Housing Authority has a preference for GST calculated under the margin scheme.

3.9 Insurances

The Housing Authority will require Successful Respondents to obtain and maintain all insurances required by law and other relevant insurances, including but not limited to home indemnity, professional indemnity, public liability and Contractors all risk insurance (where appropriate). The Submission should take into account all relevant insurances.

Levels of cover for each type of insurance will need to meet the Housing Authority’s minimum requirements.

3.10 Housing Authority reserves the right

Notwithstanding sections 3.4 and 3.5, the Housing Authority reserves the right to enter into a Contract with a Respondent where it deems that a Submission represents value for money, or meets the Housing Authority’s strategic objectives or operational requirements, regardless of price or discount.
4. Procedural matters

4.1 Registration

Prospective Respondents are required to register their contact details with the Housing Authority in order to obtain a copy of these Guidelines.

If you have obtained a copy of these Guidelines and have not registered your contact details with the Housing Authority, you must do so immediately if you want the Housing Authority to notify you of the issue of any Addenda or any other relevant information relating to the subject matter of these Guidelines from time to time.

You may register your full contact details with the Housing Authority's Administration Manager for these Guidelines at the Department of Housing website @ www.housing.wa.gov.au; or

Email: affordablehousingeoi@housing.wa.gov.au
Telephone: (08) 9440 2228

The Housing Authority takes no responsibility for keeping non-registered prospective Respondents informed of the issue of Addenda or any other changes to these Guidelines which may be made in the absolute discretion of the Housing Authority from time to time.

4.2 Reference documents

These Guidelines are constituted by:

(a) Part 1: Guidelines and General Information;
(b) Part 2: Submission Forms.

Additional information may be issued by the Housing Authority from time to time at any time up the Closing Date, including but not limited to:

(c) Questions & Answers relating to these Guidelines; and
(d) Addenda (if any).

Other relevant documents and information not supplied by the Housing Authority includes:

(f) The Code of Practice for the Building and Construction Industry in Western Australia – Department of Housing East Perth Tenders Office;
(g) Affordable Housing Strategy - Department of Housing East Perth Tenders Office or see Department of Housing website at www.housing.wa.gov.au;

Respondents must check to ensure that they include all pages, which are numbered consecutively, and that all appendices and / or supplements referred to are attached.

Appendices and supplements that have been referred to in the Guidelines must be read with that part of the Guidelines to which they refer or relate.
4.3 Enquiries

All enquiries regarding the subject matter of these Guidelines or a matter arising in connection with these Guidelines should be made to the Housing Authority’s Administration Manager at affordablehousingeo@housing.wa.gov.au

If the Housing Authority responds to a question and the response is considered to be an alteration to the Guidelines, the Housing Authority reserves the right, subject to the paragraph below; to copy the question and its response to other registered prospective Respondents. The Housing Authority will ensure, however, that information proprietary to a particular Respondent remains as such.

If a Respondent considers the subject matter of a question to be confidential and to have a commercial value, it must clearly indicate this in the correspondence.

The Housing Authority, in its sole and absolute discretion, shall determine whether the subject matter raised in the question is of a confidential nature. If the Housing Authority does not consider the subject matter of the question to be of a confidential nature, it shall give the Respondent the opportunity to withdraw the question.

The Housing Authority will endeavour to respond in writing to questions submitted by Respondents as quickly as possible after receipt of the questions. However, the nature and extent of the questions will determine the time frame within which the Housing Authority will be able to respond. The Housing Authority is not responsible if a Respondent does not receive a response to a question.

4.4 Information session

Subject to initial feedback on these Guidelines from Respondents and / or prospective Respondents, the Housing Authority may hold an information session on these Guidelines for prospective Respondents. Attendance at the information session will not be essential. All registered prospective Respondents will be notified of the date and venue for the information session in due course (if applicable).

Relevant information is also available on the Department of Housing’s website, including Frequently Asked Questions (FAQ’s) regarding these guidelines.

4.5 Addenda or other supplementary information

Any Addenda or other supplementary information will be issued to all prospective Respondents who have registered with the Housing Authority pursuant to section 4.1 above. As the Housing Authority satisfies its requirements for new Affordable Housing in its stipulated preferred locations and for its stipulated housing types, the Housing Authority may from time to time issue a revised list of preferred locations and housing types.

4.6 Probity

The Housing Authority may from time to time appoint an independent third party consultant as the Probity Adviser in respect of the Assessment Process. The primary role of any Probity Adviser would be to provide advice to the Housing Authority to ensure that the Assessment Process is conducted in a consistent, fair and transparent manner.

4.7 Lodgement details

Respondents must lodge a Submission in response to these Guidelines in a sealed envelope clearly marked “Call for Submissions HOU9681012” with the Respondent’s name and contact details marked on the envelope. The envelope should be deposited in
the Tender Box as detailed below, or sent by prepaid post to address below, before the Closing Date.

Submissions received after the Closing Date may or may not be considered in the Housing Authorities absolute discretion.

Location of Tender Box:
Department of Housing – Tenders Office
Ground Floor
99 Plain Street
EAST PERTH WA 6004

Postal Address for Tender Box:
Department of Housing – Tenders Office
Locked Bag 22
EAST PERTH WA 6892

4.8 Closing Date
The Closing Date for lodging Submissions is 30 June 2015 before 2.30pm. However, the Housing Authority would encourage prospective Respondents to lodge Submissions as early as possible. The Housing Authority has finite funds to allocate to the procurement of Affordable Housing under these Guidelines and subject to the express terms of these Guidelines, the Housing Authority will be assessing Submissions on a first come, first served basis.

The Housing Authority may, in its sole and absolute discretion, decide to bring forward the Closing Date by giving at least 10 Business Days' notice to all registered prospective Respondents.

As stated elsewhere in these Guidelines, a key objective of the Housing Authority is to ensure that as many new Affordable Housing dwellings as possible are available for occupation on or before 30 June 2015.
5. Submissions

5.1 Content
Respondents are required to lodge Submissions in accordance with the format and containing the information requested in the Submission Form. Respondents are requested to compile the information in their Submissions in the following order:

(a) Cover letter;
(b) Completed Form A - Submission Summary;
(c) Completed Form B - Built Form Summary;
(d) Completed Form C – Land Summary (where applicable);
(e) Completed Form D – Costs Summary
(f) Provide the following supplementary information:
   (i) Elevations and floor plan of each dwelling offered;
   (ii) Any computer generated images or artistic impressions (if available);
   (iii) Track record (where applicable);
   (iv) Statement of financial structure, capability and capacity;
   (v) Any other supporting information; and
   (vi) Completed Submission Checklist.
(g) Where land is owned, controlled or has been identified, the Submission should include (if applicable):
   (i) location plan;
   (ii) certificate(s) of title;
   (iii) any development approvals (and associated drawings);
   (iv) any subdivision approvals (and associated drawings); and
   (v) any other useful documentation pertaining to the land.

All Submission Forms must be signed and witnessed where indicated.

5.2 Format
One bound copy and six unbound/un-punched copies of the Submission should be supplied.

All documentation should be in A4 format.

It is the Respondent’s responsibility to ensure that its Submission is complete and accurate. If it is not, the Submission may not be considered by the Housing Authority and may be returned to the Respondent.

5.3 Language of Submissions
Submissions, including all schedules, attachments and supporting material, must be written in English. Unless otherwise specified, measurement must be expressed in Australian legal units of measurement and prices must be expressed in Australian dollars.
5.4 **Contact person**
There must only be **ONE** person nominated in a Submission as the contact person for that Submission. That person should have sufficient authority to liaise with the Housing Authority on behalf of the Respondent organisation in connection with the Submission.

5.5 **Submission validity period**
Submissions must be valid for a period of at least 3 months from the date of lodgement with the Housing Authority.

5.6 **Number of Submissions**
A Respondent may lodge more than one Submission provided each Submission complies with these Guidelines.

5.7 **Housing Authority’s interest in part of Submission**
The Housing Authority may only be interested in part of a Submission, to which end the Housing Authority may contact the Respondent to discuss options.

5.8 **Sketch Plans**
Respondents must ensure that for each dwelling type presented, the following information is included as a minimum:

(a) Floor plan and elevation at a scale of 1:100;
(b) All internal room, veranda & carport/garage dimensions;
(c) External wall dimensions corner to corner;
(d) Floor area of the dwelling – taken as the inside of all external walls excluding eaves, porches, veranda’s, carports and garages; and
(e) Functional furniture layout.

In relation only to Submissions for detached housing where land has not been identified, Respondents must also include the following information:

(f) Intended width of street frontage and lot depth; and
(g) Recommended orientation.

5.9 **Compliance with Housing Authority Design Guidelines and Specification**
Respondents must certify that each of the dwelling types that comprise their Submission complies with the Housing Authority’s Affordable Housing Design Guidelines and Affordable Housing Minimum Specification set out in Appendices 2 and 3 respectively. If applicable, Respondents must list any departures from the Housing Authority’s Design Guidelines and Minimum Specification in a separate document as part of their Submission.

5.10 **Construction Base Prices**
Respondents must submit a base price (inclusive of GST) for the documentation and construction in accordance with the base specification of each dwelling type included in the Submission.

The base price must remain valid (and fixed) for a period of at least 3 months from the date the Submission is received by the Housing Authority.
It is acknowledged that Respondents may vary their prices in accordance with:

(a) different volumes of housing procured; or

(b) different locations.

5.11 Base Price Inclusions and Allowances

In order to enable the Housing Authority to compare Submissions and assess ‘value for money’, the base price should include or make allowance for the following:

(a) Crossovers & associated costs;
(b) Driveways and parking bays;
(c) Geotechnical report and other necessary investigations;
(d) Land Survey and Repeg;
(e) Contractor’s profit and overheads (including toilets, signage, waste disposal etc);
(f) Temporary services of water and electricity for construction phase;
(g) Reticulation of and connection charges associated with utilities services within the lot or lots including water, electricity, gas, telephone (where applicable)
(h) Sewer connection within lot (or complying alternative)
(i) Soak wells within lot;
(j) preparation of documentation for all approvals and licences;
(k) Statutory fees associated with all approvals and licences;
(l) Site classification A with associated footings;
(m) All insurances, including but not limited to home indemnity (where applicable);
(n) All site levelling, clearance and other site preparation costs;
(o) Head works fees;
(p) Reticulation, landscaping, fencing and gates;
(q) Paving areas and footpaths; and
(r) Delivery of strata titles (where applicable).

The above is not intended to be an exhaustive list.

Where land has not been identified (or where the land has been identified but there is insufficient information to determine certain costs with any accuracy), specific assumptions and allowances must be incorporated into the base price and clearly articulated in the Submission.

Where land has been identified in a submission and is:

(i) owned or controlled by the Respondent, it is anticipated that all costs will be determined and that any site-specific abnormal costs will be identified (e.g. retaining walls, site remediation, utility upgrades, off site works, planning contributions, etc).
(ii) not owned or controlled it is anticipated that the majority of costs will be determined with less reliance by the Respondent, on allowances and that any site-specific abnormal costs will be identified (e.g. retaining walls, site remediation, utility upgrades, off site works, planning contributions, etc)

5.12 Schedule of Rates
In addition to the base price, the Respondent may provide a schedule of rates for additional specification items or additional quantities of specific items which might be subject to variation.

5.13 Additional Information
When requested by the Housing Authority, Respondents must provide additional information in order to enable assessment by the Housing Authority, including:

(a) financial details including, but not limited to:
   (i) details of the legal structure and ownership of the Respondent and or the Respondent’s relationships with, for example, parent companies or joint venture parties;
   (ii) up to date financial accounts;
   (iii) up to date management accounts;
   (iv) current year budgets and forecasts;
   (v) details of debt facilities, financial covenants and contingent liabilities; and
   (vi) details of any current or pending legal action;

(b) details of directors and senior management;

(c) a submission in relation to past performance, including details of any past performance;

(d) issues or disputes with parties for whom the Respondent has carried out construction work;

(e) confirmation that the Respondent qualifies and is, at least, pre-registered for home indemnity insurance;

(f) nomination of preferred form of security; and

(g) information pertaining to the Respondent's health and safety track record
6. Procurement process

The Housing Authority proposes to follow a flexible procurement process which:

(a) encourages prospective Respondents to lodge Submissions which respond to the Housing Authority's priority requirements and other preferences as set out in these Guidelines and which demonstrate the Respondent's capacity to deliver the 'value for money' outcomes through innovation, efficiency and economies of scale;

(b) allows for early discussions with prospective Respondents whose Submissions meet the Qualifying Criteria and, following a preliminary assessment, allows the Housing Authority to decide whether to give further consideration to such Submissions; and

(c) facilitates open and transparent commercial negotiations between the Housing Authority and Successful Respondents to secure the terms of any Contracts pursuant to which the Housing Authority is to procure any new Affordable dwellings the subject of any one or more Submissions.

6.1 Assessment of Submissions

It is proposed that a staged approach will be taken to the assessment of Submissions which meet the Qualifying Criteria. The Housing Authority will determine how much consideration will be given to each Submission based on the recommendation of the Assessment Panel and whether a particular Submission warrants further and more detailed consideration, and so on.

Each Assessment Panel will assess Submissions and make recommendations regarding Submissions to the Housing Authority. All Submissions received will be assessed on their merits to determine which Submissions, in the sole opinion of the Housing Authority (at its absolute discretion), offer the best outcomes for the Housing Authority in view of the Housing Authority's broad objectives, requirements and preferences as outlined in these Guidelines.

A Submission will be used as the basis for negotiating a Contract in the event a Submission is selected by the Housing Authority as a result of the Procurement Process.

The Housing Authority is not obliged to consider any Submission and may determine not to consider any or all Submissions.

6.2 Qualifying Criteria

On receipt of a Submission, the Housing Authority will determine whether the Submission satisfies the Qualifying Criteria.

The Qualifying Criteria are set out at sections 6.2.1, 6.2.2, 6.2.3 and 6.2.4 below.

6.2.1 The Respondent

The Respondent:

(a) must comply with the Conditions of Submission;

(b) must not:

(i) be an entity:

(A) who is bankrupt or in the process of being wound up;
(B) whose affairs are being administered by the court;
(C) who has entered into an arrangement with creditors;
(D) who has suspended business activities; or
(E) who is in any analogous situation arising from a similar procedure under national laws and regulations;

(ii) be the subject of proceedings for:
(A) declaration of bankruptcy;
(B) an order for compulsory winding up or administration by a court;
(C) an arrangement with creditors; or
(D) any other similar proceedings under national laws or regulations;

(iii) have been convicted of an offence concerning professional conduct by judgement, which has the force of law;

(iv) have been guilty of grave professional misconduct proved by any means, which the contracting authorities can justify; or

(v) be guilty of a serious misrepresentation in supplying or failing to supply the information required.

Where a Submission is made by a consortium, the above terms apply to all members of the consortium.

6.2.2 Category A Submissions – no legal or practical impediments to implementation

For ‘Category A’ Submissions only, Respondents must demonstrate that:

(a) the Respondent owns the land freehold or otherwise has a sufficient legal interest in or option over the land which is the subject of a Submission, as referred to in section 2.2;

(b) the Respondent does not know or suspect the land which is the subject of a Submission to be contaminated as that term is defined in the Contaminated Sites Act 2003 (WA); and

(c) where applicable, the dwelling(s) which are the subject of a Submission have the benefit of a development approval or written report from a qualified town planning confirming that such dwelling(s) are capable of obtaining a development approval with acceptable conditions (if any).

6.2.3 Category B Submissions – no legal or practical impediments to implementation

For ‘Category B’ Submissions only, Respondents must demonstrate that:

(a) the Respondent does not know or suspect the land which is the subject of a Submission to be contaminated as that term is defined in the Contaminated Sites Act 2003 (WA); and

(b) where applicable, the dwelling(s) which are the subject of a Submission have the benefit of a development approval or written report from a qualified town planning confirming that such dwelling(s) are capable of obtaining a development approval with acceptable conditions (if any).
6.2.4 Category C Submissions - Track record and financial status

The Respondent must clearly set out its track record of delivering major housing projects or considerable numbers of individual dwellings on time and on budget. Where the Respondent is a consortium, the Submission must include a track record for each of the members of that consortium.

At least three separate examples must be provided by way of track record. The name, position and contact details of a referee must also be provided in relation to each example.

The Respondent should also clearly demonstrate that its financial status is sound and that it currently has the financial capability and capacity and sufficient resources at its disposal to undertake the proposed works.

If the Housing Authority determines that a Submission satisfies the Qualifying Criteria, it will be submitted to an Assessment Panel for preliminary assessment against these Guidelines.

If a Submission does not meet the Qualifying Criteria above, the Submission will not be considered further or assessed by the Housing Authority.

6.3 Assessment Process

6.3.1 Preliminary Assessment

It is proposed that any Submissions referred to an Assessment Panel will be the subject of a preliminary assessment against the ‘scope and requirements’ set out predominantly in sections 2 and 3 of these Guidelines.

Based on a preliminary assessment, an Assessment Panel will make a recommendation to the Housing Authority whether or not a particular Submission ought to be given further consideration. The Housing Authority will determine in its sole and absolute discretion whether a Submission should be given further and more detailed consideration.

The preliminary assessment will focus on a high level review of all items set out in section 2.1 and may consider other matters referred to in these Guidelines.

It is proposed that a staged approach will be taken to the evaluation of Submissions which satisfy the Qualifying Criteria. The Housing Authority will determine how much consideration will be given to each Submission based on the recommendation of the Assessment Panel and whether a particular Submission warrants further and more detailed consideration.

6.3.2 Clarification of Submissions

As part of the preliminary assessment, the Housing Authority may contact the Respondent if it requires clarification in relation to any aspect of a Submission. The terms and conditions in these Guidelines will apply. At this stage in the Assessment Process, the Housing Authority will only be seeking clarification of high level matters.

6.3.3 Due diligence and further discussions

If the Housing Authority is satisfied with the outcome of its preliminary assessment and following the clarification of any high level matters (if applicable), the Housing Authority reserves the right to enter into further discussions with one or more Respondents and to
carry out its own due diligence and investigations. The objectives of these activities will be to:

(a) undertake further investigations into the land identified in the Submission, and if none identified, consider whether there is any potential to identify and purchase or fund the acquisition of suitable land to enable the implementation of the Submission;

(b) conduct a thorough risk assessment and value for money analysis;

(c) clarify all relevant legal and commercial matters with regard to a Submission, including but not limited aspects such as design, specification, construction program, cost and return to the Housing Authority and terms of any proposed Contract(s) and other legal or ancillary documents;

(d) assess the extent of any changes required to the Submission; and

(e) understand the Respondent’s flexibility to alter or negotiate specific aspects of a Submission.

6.3.4 Negotiations

Following any due diligence and further discussions, the Housing Authority reserves the right to enter into negotiations with one or more (or no) Respondents. Negotiations could cover any aspect of the Submission and these Guidelines.

Subject to the outcome of its due diligence and further discussions with a Respondent, the Housing Authority may, but is not obliged to, do one or more of the following:

(a) enter into a heads of agreement with a Respondent;

(b) issue to a Respondent a program and timetable for negotiations;

(c) meet and negotiate with a Respondent;

(d) require a Respondent to comply with the program and timetable for negotiations; and/or

(e) undertake further investigations, discussions and negotiations concerning the detail of a Submission, including but not limited to the identification, selection and / or procurement of the land component.

The Housing Authority may at any time discontinue the process set out in this section 6.3.4 and exercise any of its rights under these Guidelines.

Should the Housing Authority be satisfied with the outcome of any negotiations and the Respondent is at all times complying with the heads of agreement (if applicable), the Housing Authority will prepare a final report for the purposes of seeking any and all necessary statutory and other approvals.

Should the Housing Authority determine that a Submission in its negotiated form does not meet its requirements (which includes the ability to identify and purchase or otherwise fund the acquisition of suitable land on terms acceptable to the Housing Authority), the Submission will not be considered further. Such a determination will be at the Housing Authority’s sole and absolute discretion.
6.4 Final Approval - Ministerial and other statutory approvals

Submissions which are viewed favourably by the Housing Authority following the Assessment Process must be submitted for any and all necessary statutory and other approvals, including but not limited to approvals from the Chief Executive Officer of the Housing Authority and the Minister for Housing under the Housing Act 1980 (WA).

6.5 Contractual Close

If all relevant statutory and other approvals are obtained, the Housing Authority will require the formal execution of the Contract(s) (including in relation to any land) and any other relevant legal and ancillary documentation.

In negotiating the term of any such Contract, the Successful Respondent will be required to have regard to the Housing Authority’s “Contract Requirements and Documentation” in Appendix 4.

6.6 Assessment Panels

Submissions will be assessed by Assessment Panels comprising relevant senior officers or representatives of and advisers to the Housing Authority. Membership of these panels may vary according to the various needs for which the Submission is being considered. Additional personnel or experts will assist the Assessment Panels as required.

The Assessment Panel will recommend to the Housing Authority which Submissions ought to be the subject of further consideration and / or negotiated from time to time and all such decisions regarding the consideration or otherwise of a Submission will ultimately be at the sole and absolute discretion of the Housing Authority.

6.7 Prioritising Submissions

The Housing Authority intends to consider Submissions in the order in which they are received.

However, the Housing Authority, at its absolute discretion, may prioritise the assessment of particular Submissions where it forms the view that a Submission demonstrates a highly innovative approach and represents exceptional value for money.

Where any form of priority is given, it is given by the Assessment Panels to those Submissions that in the Housing Authority’s opinion, best meet the Housing Authority’s broad objectives, requirements and preferences as set out in these Guidelines.
7. Terms and conditions

7.1 Interpretation

These terms and conditions are to be interpreted in favour of the Housing Authority in the event of any ambiguity or inconsistency.

7.2 Rights and obligations

7.2.1 The Housing Authority's rights

The Housing Authority reserves the right to:

(a) vary the Conditions of Submission;
(b) vary any other part of these Guidelines;
(c) suspend or terminate the Assessment Process;
(d) admit or exclude any Respondent from the Assessment Process at any time;
(e) consider or not consider any Submission;
(f) request and rely on clarification or additional information from any or all Respondents;
(g) provide additional information to any or all Respondents;
(h) issue Addenda;
(i) select, or enter into negotiations with, more than one Respondent or a third party who has not submitted a Submission;
(j) discontinue negotiations with any Respondent;
(k) elect not to proceed to select any one or more Submissions and / or Respondents; and/or
(l) cancel, add to or amend the information, requirement, terms, procedures or processes set out in these Guidelines.

7.2.2 No fettering

The Respondent acknowledges and agrees that nothing contained or implied in these Guidelines will be construed or interpreted as unlawfully restricting or otherwise unlawfully affecting the unfettered discretion of the Housing Authority to exercise any of its executive or statutory powers or functions under any law.

7.2.3 Exclusion of liability

In no event will the Housing Authority be liable for:

(a) any cost, expense, loss, claim or damage arising out of, or in connection with, a Respondent's participation in the subject matter of these Guidelines including, without limitation, the preparation and lodgement of a Submission, or the preparation and negotiation of a contract to procure Affordable Housing dwellings;
(b) any cost, expense, loss, claim or damage resulting from the exercise of any of the Housing Authority's rights referred to in this section; or
(c) any failure to inform a Respondent of the exercise of any of the Housing Authority's rights under this section.
7.2.4 Exclusion from consideration

Where, under these Guidelines, the Housing Authority may:

(a) exclude a Submission from consideration; or
(b) exercise any other discretion,

the Housing Authority may do so in its sole and absolute discretion and will not be required to act, or be restrained from acting, in any way or for any reason.

7.2.5 Exercise of rights

If the Housing Authority does exercise any of its rights under this section, the Housing Authority will endeavour to inform Respondents. The Housing Authority will not, however, be under any obligation to do so.

7.3 Relationship between parties

The Respondent acknowledges and agrees that:

(a) these Guidelines do not constitute an offer or an invitation to treat; and
(b) no contract exists or will arise between the Housing Authority and any Respondent in respect of these Guidelines or the subject matter of these Guidelines or any Submission or the subject matter of any Submission unless and until a Contract is executed by the Housing Authority and a Successful Respondent on terms acceptable to the Housing Authority.

Without limiting section 7.2 above, any obligations or liability for the Housing Authority to the Respondent in respect of any aspect of the Assessment Process:

(c) are limited to those obligations and liabilities expressly set out in these Guidelines; and
(b) exclude (to the extent permitted by law) any obligations or liabilities which may otherwise be implied or imposed on the Housing Authority under contract, equity by statute or otherwise.

7.4 Consideration of a Submission

7.4.1 General

Neither the Submission(s) requiring the comparatively lowest financial outlay for housing on the part of the Housing Authority, nor any Submission, will necessarily be considered by the Housing Authority.

7.4.2 Whole or part Submission

The Housing Authority may consider the whole or any part of a Submission.

7.4.3 Subject to agreement

Notwithstanding the assessment of Submissions in accordance with these Guidelines, or the selection of one or more Submissions, the selection of any Submission by the Housing Authority is subject to the execution of a Contract(s) in a form(s) acceptable to the Housing Authority.

7.4.4 No legal rights or obligations

No legal rights or obligations in relation to the procurement or supply of Affordable Housing dwellings will arise between the Housing Authority and any Respondent prior to the execution of a Contract in a form acceptable to the Housing Authority.
An appropriate form of contract for the procurement of dwellings which are the subject of a Submission will be negotiated as part of the formal contract negotiations as outlined in the Assessment Process. The Housing Authority will seek to utilise standard forms of contract and special conditions as referred to in these Guidelines.

Nothing in these Guidelines limits the Housing Authority’s rights to require, during the course of its negotiations with a Successful Respondent, the inclusion of additional special conditions in the Contract (including without limitation those arising out of information provided in the Submission lodged by the Successful Respondent).

7.4.5 Acceptance of conditions of Submission

Lodgement of a Submission indicates the Respondent's acceptance of the Conditions of Submission.

7.5 Ownership of these Guidelines

All documents comprising these Guidelines remain the property of the Housing Authority. All copyright and other intellectual property rights contained in these Guidelines are and remain vested in the Housing Authority and any third party who has given the Housing Authority permission to incorporate them in these Guidelines. Other than with the written permission of the Housing Authority, neither these Guidelines, nor any part of it, may be reproduced, stored in a retrieval system or transmitted in any form, by any method (including electronic), for any purpose, except as expressly permitted under applicable legislation.

7.6 Ownership of Submissions

By lodging a Submission, the Respondent agrees that the original and all copies of the Submission lodged with the Housing Authority become the property of the Crown in right of the State of Western Australia at the time of lodgement and that the Housing Authority may make further copies of, and use, the Submission for the purpose of conducting the Assessment Process, considering and / or analysing Submissions and negotiating and preparing a Contract(s). The Respondent also agrees that the Submissions will not be returned to the Respondent at the conclusion of the Assessment Process.

7.7 Intellectual property rights

Respondents agree to grant the Housing Authority and its officers, Contractors, employees, agents and advisers an irrevocable, perpetual, royalty free, non-exclusive license to copy, adapt, amend, disclose to third parties or do anything else necessary (in the Housing Authority's discretion) to all material (including that which contains intellectual property rights of the Respondent or other persons) contained in the Submission for the purpose of:

(a) the Housing Authority's Assessment of Submissions;
(b) negotiating the Contract(s) if the Respondent proceeds to contract negotiation;
(c) reference during resolution of any issues that may occur in relation to a Contract(s) or these Guidelines; and
(d) other matters relating to such matters including audit requirements.

The Respondent must obtain all consents, waivers, licenses and approvals necessary or required in order for the Housing Authority to exercise its rights described in this section without infringing the rights of any third party. The Respondent represents and warrants to the Housing Authority that such exercise by the Housing Authority will not infringe any third party rights.
7.8 Freedom of Information

Respondents acknowledge that the *Freedom of Information Act 1992* (WA) applies to the information provided by Respondents in any Submissions under these Guidelines.

7.9 Confidentiality

By lodging a Submission, each Respondent acknowledges and agrees that all of the information contained in these Guidelines and any related document is confidential.

In accordance with these Guidelines, the Housing Authority reserves the right, in its sole and absolute discretion, to require that all information, other than publicly available information, provided to Respondents by or on behalf of the Housing Authority (and copies of such information) be returned to the Housing Authority or, at the option of the Housing Authority, destroyed at any stage.

7.10 Confidential information

7.10.1 Obligation of confidentiality

The Housing Authority undertakes to keep confidential any confidential information provided to the Housing Authority by:

(a) successful Respondents prior to the award of the relevant Contract(s); and
(b) unsuccessful Respondents, after the Housing Authority has notified them that their Submissions are not being considered by the Housing Authority further or at all.

7.10.2 Limitation of obligation of confidentiality

The obligation of confidentiality in the section 7.10.1 does not apply if the confidential information:

(a) is disclosed by the Housing Authority to its advisers or employees solely in order to consider a Submission;
(b) is authorised or required by law to be disclosed; or
(c) is in the public domain otherwise than due to a breach of section 7.10.1.

7.10.3 Disclosure of confidential information

The Housing Authority will treat as confidential any confidential information provided by Respondents prior to the award of a Contract. If a Contract is awarded, the Housing Authority will not keep such information confidential if it was provided by a Successful Respondent unless:

(a) the Successful Respondent requests that specific information should be kept confidential;
(b) the specific information is by its nature confidential; and
(c) the Housing Authority agrees to the request.

In considering a request for confidentiality, the Housing Authority will consider whether disclosure would cause detriment to any other third party and the circumstances under which the information was disclosed.

The Housing Authority will also consider whether confidentiality is supported by the underpinning principles of value for money, accountability and transparency.
7.11 Conflict of interest

If a Respondent identifies a conflict of interest, or likely conflict of interest, the Housing Authority may exclude the Submission from consideration.

If a Respondent identifies a conflict of interest or a risk of conflict of interest arising after lodgement of the Submission but prior to the completion of the Assessment Process for that Submission, that Respondent must immediately disclose the conflict of interest to the Housing Authority.

A Respondent may be required to resolve the conflict of interest in accordance with the direction of the Housing Authority before its Submission becomes subject to final assessment under these Guidelines (where applicable).

7.12 Collusive behaviour

Respondents must ensure that they do not engage in collusive behaviour, anti-competitive conduct or any similar conduct with another Respondent, or any of its officers, employees or agents, in relation to the preparation of Submissions in response to these Guidelines.

7.13 No Improper Influence

Respondents must not, and must ensure that none of their officers, employees or agents, attempt to improperly influence an employee of the Housing Authority in connection with the consideration and / or assessment of Submissions or approach any employee of the Housing Authority office concerning Assessment Process other than the Housing Authority's Administration Manager set out in these Guidelines.

7.14 Respondents to inform themselves

Respondents will be deemed to have:

(a) examined these Guidelines, any documents referred to in it, and any other information made available in writing by the Housing Authority to Respondents for the purpose of participating in the Assessment Process;

(d) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on their participation in the Assessment Process and their Submission; and

(e) satisfied themselves as to the correctness and sufficiency of their Submission.

7.15 The Housing Authority's investigations

7.15.1 General

The Housing Authority may conduct independent research and investigations regarding the Respondent and the information contained in the Submission. The Housing Authority reserves the right to take into account any matters revealed as a result of such research and investigations in evaluating Submissions.

The Housing Authority will be under no obligation to provide Respondents with details of the results of such research and investigations. The Housing Authority reserves the right to defer or cancel the acceptance of a particular Submission or take such other action as it considers appropriate in light of the information it receives as a result of conducting such research and investigations.

7.15.2 Right to perform security, probity and financial checks

The Housing Authority reserves the right to perform security or financial (including credit) checks on relation to the Respondent, its partners, associates, or related entities including
consortium members and their officers or employees. These checks may require individuals to sign forms verifying information relating to that individual and for authorising the provision of confidential or personal information.

7.15.3 Provision of reasonable assistance

Respondents must provide, at their own cost, all reasonable assistance required by the Housing Authority in undertaking and conducting the security and financial checks. The Housing Authority reserves the right to request financial statements and other information relevant to determining the financial viability of Respondents, their partners, associates, subcontractors or related entities including consortium members.

7.16 Return of information

The Housing Authority may, at any stage during the Assessment Process, require the Respondent to:

(a) return to the Housing Authority; or
(b) destroy and provide to the Housing Authority certification of the destruction of any information supplied by the Housing Authority to the Respondent, in any material form, in connection with these Guidelines

7.17 Financial terms of Submission

7.17.1 No alteration of Submission

The Submission, including but not limited to underlying financial terms, must be fixed for at least 3 months from the date of lodgement with the Housing Authority.

7.17.2 Costs of preparing Submission

Participation in any stage of the procurement process outlined in these Guidelines, or in relation to any matter concerning these Guidelines, is at the Respondent's sole risk, cost and expense. The Housing Authority will not be responsible in any circumstances for any cost or expense incurred by a Respondent in preparing or lodging a Submission or in taking part in the Assessment Process or taking any action related to the Assessment Process.

7.17.3 Compliance Costs

Respondents must pay all costs of complying with the terms and conditions of these Guidelines, whether applying to the Assessment Process or to the performance of any Contract.

7.17.4 Taxes and Charges

Respondents must pay all applicable overseas and Australian (Federal, State and Local Government) taxes and charges including any goods and services tax, consumption tax or any other form of indirect tax applicable to the performance of any contract.

7.17.5 GST Inclusive

Respondents must indicate the proportion of any price or fee that constitutes GST.
8. Definitions

Addenda means modifications or clarifications to these Guidelines issued by the Housing Authority.

Affordable Housing means dwellings which household on low to moderate incomes can afford, while meeting other essential living costs and includes Social Housing together with other affordable housing made available through private rental and home ownership programs.

Assessment Panel means the panel or panels (as the context requires) appointed by the Housing Authority to undertake the Assessment and assessment of the Submissions from time to time.

Assessment Process means the flexible process outlined in section 6 of these Guidelines by which the Housing Authority may consider and assess particular Submissions which as a minimum, meet the Qualifying Criteria.

Building Code of Australia means the prevailing Building Code of Australia as produced and maintained by the Australian Building Codes Board and BCA shall have the same meaning.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Category A has the meaning given to that term in section 2.2(a)

Category B has the meaning given to that term in section 2.2(b)

Category C has the meaning given to that term in section 2.2(c)

Closing Date means the closing date for lodging Submissions pursuant to these Guidelines as set out in section 4.8.

Conditions of Submission includes the instructions to Respondents contained throughout Part 1 of these Guidelines and the terms and conditions set out in section 7.

Contract means the legal contract(s) between the Successful Respondent(s) and the Housing Authority for the purchase and / or development of Affordable Housing dwellings which are the subject of a Submission.

Guidelines mean this call for submissions for Affordable Housing Reference HOU9681012.

Housing Authority means the Housing Authority, a body corporate established under the Housing Act 1980 (WA).

NRAS means National Rental Affordability Scheme.

Probity Adviser means the probity adviser that may be engaged for the Assessment Process as referred to in these Guidelines.

Qualifying Criteria means the qualifying criteria listed in section 6.2 of these Guidelines.

Respondent means the legal entity lodging a Submission in response to these Guidelines.

Social Housing is an umbrella term that refers to all housing that is targeted towards low income households and provides a subsidy that tenants pay no more than 30% of their income on rent and is generally used to describe both public and community housing.
**Submission** means a submission for Affordable Housing lodged with the Housing Authority in response to and in accordance with these Guidelines.

**Submission Checklist** means the submission checklist contained in the Submission Form in Part 2 of these Guidelines.

**Submission Form** means a completed form to be lodged by a Respondent in the form set out in Part 2 of these Guidelines.

**Successful Respondents** means those Respondents whose Submissions are determined by the Housing Authority (in the Housing Authority's sole and absolute discretion) to meet the Housing Authority's requirements and preferences as set out in these Guidelines and with whom the Housing Authority enters into a Contract to procure Affordable Housing.
Appendix 1 – Preferred Locations and Dwelling Types

Although the Housing Authority is inviting submissions for a range of dwellings, its greatest need is for 1, 2 and 3 bedroom dwellings suitable for singles, couples and young families (perhaps with one child), which represent exceptional value for money.

The Housing Authority’s preference in the metropolitan area is for middle circle locations identified in the map below, or locations within, or close to strategic and secondary centres as identified in Directions 2031 and Beyond. For example, this would include Joondalup; Wanneroo; Whitfords; Ellenbrook; Midland, Maddington; Cockburn; Armadale; Kwinana and Rockingham.

In country and regional areas, Respondents should consider local demand, the specific type(s) of housing required, local market values and the capacity of the proposal to achieve the Housing Authority’s targeted wholesale discount.
Affordable Housing Self Assessment Tool

The following framework outlines the criteria and indicators to assess and score your Affordable Housing Expression of Interest submissions. This scoring sheet communicates the development priorities sought by the Department, with higher weighted scores receiving higher preference.

How to use the assessment tool

1. Complete a separate Self Assessment for each project.
2. The scoring system for each priority criteria is set out in the Self Assessment. Identify the point score the project will attract for each criterion and enter into the SCORE column. (Please note, Reference Sheets follow for Criteria 1, 2 and 5)
3. Use your raw score to calculate your weighted score out of 100. This score can then be used to assess and compare submissions.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>Priority</th>
<th>0pts</th>
<th>1pt</th>
<th>2pts</th>
<th>3pts</th>
<th>4pts</th>
<th>5pts</th>
<th>Score</th>
<th>Weighting</th>
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<td>1. Location Local Government Areas</td>
<td></td>
<td>LGA not covered in the 2, 3, 4 point columns.</td>
<td>N/A</td>
<td>LGA must be on 2 point location list</td>
<td>LGA must be on 3 point location list</td>
<td>LGA must be on 4 point location list</td>
<td>LGA must be on 5 point location list</td>
<td></td>
<td></td>
<td>7.50%</td>
</tr>
<tr>
<td>2. Targeting gaps in the market The number of bedrooms per dwelling in the project responds to a need for that housing type in the proposed location.</td>
<td></td>
<td>No evidence of demand for housing type</td>
<td>N/A</td>
<td>Evidence of demand for housing type in proposed location</td>
<td>Evidence of demand for housing type in proposed location and evidence of shortfall in supply of housing type</td>
<td>Evidence of demand for housing type in proposed location and evidence of shortfall in supply of housing type and evidence of failure/instability of market to deliver housing type</td>
<td></td>
<td></td>
<td>N/A</td>
<td>15.00%</td>
</tr>
<tr>
<td>3. Downward pressure on house and land prices Affordability is considered market relative, aiming to supply dwellings that are positioned to increase the choices available to a wider range of household income groups.</td>
<td></td>
<td>0-5% Proportion of total project dwelling yield that will deliver housing between the suburb first and second sale price quartile</td>
<td>6-10% Proportion of total project dwelling yield that will deliver housing between the first and second sale price quartile</td>
<td>11-15% Proportion of total project dwelling yield that will deliver housing between the first and second sale price quartile</td>
<td>16-20% Proportion of total project dwelling yield that will deliver housing between the first and second sale price quartile</td>
<td>Greater than 20% Proportion of total project dwelling yield that will deliver housing between the first and second sale price quartile</td>
<td>Greater than 20% Proportion of total project dwelling yield that will deliver housing between the first and second sale price quartile</td>
<td></td>
<td></td>
<td>30.00%</td>
</tr>
<tr>
<td>4. Proximity to services Services are defined as public transport (including bus stops), employment centres, schools, medical facilities, shops and amenities (parks, leisure centres etc.).</td>
<td></td>
<td>Project is more than 800m from key services</td>
<td>Project is less than 800m from at least 3 key services</td>
<td>Project is less than 800m from more than 3 key services including a high frequency public transport stop and is in a Secondary activity centre (Metro only)</td>
<td>Project is less than 800m from more than 3 key services including a high frequency public transport stop and is in a Strategic or Capital City activity centre (Metro only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7.50%</td>
</tr>
<tr>
<td>5. Innovation An accompanying rationale will demonstrate how the project will trial innovation (such as in materials, design, construction methods and any product being marketed that will test market acceptance) that will increase the efficiency of development. Attach a 1 page rationale.</td>
<td></td>
<td>This project is not expected to apply any significant innovation</td>
<td>Applies innovative approaches, such as new materials, dwelling types and configurations or project management, construction or financing methods or techniques to improve the efficiency of this project only</td>
<td>Applies innovative approaches to improve the efficiency of this project plus introduces a new affordable housing product into this market to test market acceptance</td>
<td>Applies innovative approaches to improve the efficiency of this project that can be reproduced and applied to other projects plus introduces a new affordable housing product into this market to test market acceptance</td>
<td>Introduces innovation that can be reproduced and applied to other projects that can be adopted as future best practice</td>
<td></td>
<td>N/A</td>
<td>10.00%</td>
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<tr>
<td>6. Contribution to Department of Housing sustainability Attach a 1 page rationale outlining the nature of the financial and other returns offered, to substantiate these claims</td>
<td></td>
<td>Does not return the value of the Department’s equity contribution and investment</td>
<td>Returns the value of any Department equity contribution and/or investment and offers affordable dwellings to the Department as defined in Criterion 4</td>
<td>Returns value of any Department equity contribution and/or investment and offers affordable dwellings to the Department as defined in Criterion 4 and at a discount of under 20% of market value</td>
<td>Returns value of any Department equity contribution (or is cost neutral) and offers affordable dwellings as defined in Criterion 4 and offers dwellings at a greater than 20% discount to market valuation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30.00%</td>
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Raw Score /26
Weighted Score /100
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<tr>
<th>2 point locations:</th>
<th>3 point locations:</th>
<th>4 point locations:</th>
<th>5 points locations</th>
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<td>Local Government Area must appear in the list below:</td>
<td>Local Government Area must appear in the list below:</td>
<td>Local Government Area must appear in the list below:</td>
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<td>Yokine</td>
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</tbody>
</table>
REFERENCE SHEET

Criterion 2

Targeting gaps in the market

In preparing a rationale for this criterion is may be helpful to use demographic data to compare the alignment between household types and house types to identify any market gaps and level of presence of the target dwellings. Comparing your suburb to the Perth average can reveal relative shortfalls.

REIWA and RP Data sales and price movement data can also reveal the price rationing effects of dwelling shortages where volumes and prices are increasing simultaneously, especially if this is higher then the LGA or Perth Metro average.

REFERENCE SHEET

Criterion 5 (Metro only)

Contributing to government strategic objectives - proximity to services

<table>
<thead>
<tr>
<th>Secondary Centres - 2 points Suburb must be in the list below:</th>
<th>Strategic Metropolitan Centres - 3 points Suburb must be in the list below:</th>
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<td>Whitfords</td>
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</table>
Appendix 2 – Affordable Housing Design Guidelines

Dwelling should be comfortable and safe; and designed to meet the needs of the residents.

(The following sizes and accommodation breakdowns are provided as a guide only for the different types of dwellings that the Housing Authority seeks)

Detached and Group Housing

<table>
<thead>
<tr>
<th>Internal Living Area</th>
<th>1 Bedroom/ 1 Bathroom</th>
<th>2 Bedroom/ 1 Bathroom</th>
<th>2 Bedroom/ 2 Bathroom</th>
<th>3 Bedroom/ 2 Bathroom</th>
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</tr>
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<tr>
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<tr>
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<td>2</td>
<td>2</td>
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</tr>
<tr>
<td>No of WC’s</td>
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<td>2</td>
<td>2</td>
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</tr>
<tr>
<td>Main Bedroom Size</td>
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<td>12m²</td>
<td>12m²</td>
<td>12m²</td>
<td>12m²</td>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Single Carport</td>
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<td>-</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
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Apartments

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<td>2</td>
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<td>Other bedroom(s) Size</td>
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Seniors (O/ 55’s) and GROH

Detached and Group Housing

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<th>GROH</th>
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<tr>
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<td>No of WC’s</td>
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<tr>
<td>Main Bedroom Size</td>
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<td>Other bedroom(s) Size</td>
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<td>Double Carport/ Garage</td>
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<tr>
<td>Covered Patio</td>
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</table>
Housing Design Elements

Where construction has not commenced, the Submission should incorporate the Housing Authority’s preferred specification and incorporate the following design features:

1. Use of standard materials to minimise cutting and waste;
2. Ensure that the primary façade of the dwelling addresses the street;
3. The development retains a sense of address (group housing and apartment complexes);
4. Utilise a north/south orientation (wherever possible);
5. Maximise:
   a. the density on site
   b. natural light and ventilation
   c. passive solar design
   d. thermal performance
   e. sound proofing
   f. privacy from neighbouring properties
6. Temperate climate considerations;
7. Comply with current energy efficiency rating requirements;
8. Incorporate crime prevention principles - securing the dwelling within its environment;
9. Consider construction and life cycle costs - including durability, cost effectiveness and appeal;
10. Ensure ready access to common services; and
11. Attractive, low maintenance and water efficient landscaping

Turnkey Specification

The Housing Authority requires that dwellings are ready for occupation at handover of keys. That is, newly constructed dwellings that require no further work by the Housing Authority or its clients. The installation of all fittings and fixtures must comply with relevant standards, and manufacturer’s specifications and instructions.
Universal Design Standards

Respondents may be requested, where the Housing Authority has identified a need, to review their submissions and designs to incorporate Universal Design Standards.

Submissions for Age Restricted Accommodation (O/55’s) must incorporate Universal Design Standards in their designs.

Listed below are the Universal Design features that are preferred:

- Incorporation of solid walls or reinforced wall framing to allow future installation of grab rails in bathrooms and WCs.
- Hobless/step free shower recess (threshold less than 5mm in height or bevelled edges) with shower screen
- External doors shall be 870mm clear opening
- Internal doorways on the entrance level having a minimum clear opening of 820mm
- Minimum corridor width of 1000mm or wider clear of fixtures.
- A bench area in the kitchen that adjoins the oven and cook top to allow easy placement of hot pots and pans
- Power point within 300mm of the front of the kitchen bench
- Door handles to be lever style
- Tap hardware to be flick mixer style
- Wheelchair accessible path of travel from the roadway to the main entry door
- Zero (or minimal) height threshold with paving to be level with the dwelling floor level to allow for wheelchair accessibility
- Family toilet and bathroom to be wheelchair accessible
Appendix 3 – Affordable Housing Minimum Specification

To access the Housing Authority's:

Affordable Housing Minimum Specification  Click Here

Affordable Housing North-West Addenda  Click Here

GROH North-West Addenda  Click Here

GROH South-West Addenda  Click Here
Appendix 4 – Contract Requirements and Documentation

1. Water Corporation Approved Submeters
The Contractor is required to supply and install Water Corporation approved sub-meters. Refer to the Water Corporation Meter Requirements and Layout detail at Appendix 8.

Once the meters have been installed the Contractor is required to arrange an inspection of the meters by Water Corporation for compliance and acceptance of payment for takeover. The Contractor is to complete the Water Corporation Application & Agreement Form selecting Option 1 for individual metering of multiple unit developments (3 or more dwelling units) and pay all application costs. These forms can be obtained from the Water Corporation. Refer to copy of the Water Corporation Meter Requirements and Layout detail.

2. Payment of All Planning & Building Fees Including Headworks & Statutory Fees (If Applicable)
Government Authorities may impose sewer and water head works fees, water meter fees and costs and Electrical Supply Authority underground connection fees to the Contract site.

The Contractor pays the following Water Corporation charges (i.e. water and sewer head works, water standard service charges, application fees, plumbing fees and standpipes) and Electrical Supply Authority underground connection fees. The Contractor is to allow for the plumbing fees imposed by the Plumbers Licensing Board in the Contract sum.

3. Building Permit
The Contractor is required to make application for building License or Permit from the Local Authority in accordance with current regulations.

4. Building and Construction Industry Training Fund Levy
The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and Levy Collection Act 1990 (WA) and shall pay all levies required to be paid under this Act. The Contractor must not commence work on the site until it has paid the levy. The Contractor shall pay the levy directly to the BCITF.

Notwithstanding any provision of the General Conditions of Contract, the Contractor shall not become entitled to receive any progress payment until it provides proof to the Superintendent’s Representative that has paid the levies required to be paid under this Act.

5. Variance in Value of Contract Works
In accordance with the Building and Construction Industry Training Fund and Levy Collection Act 1990 Section 22 Part (b) Contractors are required to notify the Board when on completion of construction work the actual value of work has exceeded the original Contract value of Works (including GST) by $25,000 or greater (including GST).

To certify that you have complied with the requirements of Section 22 Part (b) of the Building and Construction Training Funds and Levy Collection Act 1990, you are required to complete and return a Statement of completion Declaration Form. This Form is available from the Construction and Training Fund contactable on telephone 92440100.

6. Firewall Statutory Declaration
The “Firewall Inspection Report” shall be signed and dated by the Contractor or Contractor’s representatives and submit to the Superintendent at the Practical Completion of the projects. Refer to Firewall Inspection Report at Appendix 3.

A sum of $500 per party wall will be withheld if the Firewall Inspection Report is not received by the Superintendent at the Practical Completion of the project.

The parties acknowledge and agree that, notwithstanding any provisions of this Contract to the contrary, the powers and responsibilities of the Auditor General for the State of Western Australia under the Financial Management Act 2006 (WA) are not limited or affected by the terms of the Contract.

8. **Contractor Performance Reporting**
The Superintendent’s Representative will, at a various stages during this Contract, prepare reports for the sole use of the Housing Authority in respect to aspects of the Contractor’s performance.

The Contractor is to be aware that the outcome of these performance reports will be used by the Housing Authority in consideration of future tendering and contracting opportunities with the Housing Authority.

9. **Advertisements And Promotions On Site**
The Contractor may erect on site, or permit to be erected on site, only those signs

   Required by law

   Specified in the Contract documents

   Required to identify the Contractor’s premises

   Do not erect on site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

10. **Publicity**
The Contractor shall not issue any information, publication, document or article for publication in any media that includes details of the work under the contract without the written approval of the Housing Authority.

11. **Site Control**
The Contractor shall at all times comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the site.

Comply with all statutes, regulations and by-laws relating to the protection of the environment.

The Contractor shall ensure that green waste, earth, fill, brick, mortar, concrete, and metal are recycled either for use on–site or by delivery to a recycling facility. The Contractor shall provide the Superintendent with off site disposal documentation detailing the recycling facility destinations that received the materials.

Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any site clearing not specifically documented.

No trees or shrubs shall be removed or destroyed without the written approval of the Superintendent.

No fire shall be lit without the written approval of the Superintendent.
Flammable or explosive products shall be stored in accordance with the relevant statutes and to the approval of the Superintendent.

12. Vehicles
All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the site to prevent spillage or contamination of adjoining and other areas or property.

Maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent properties.

13. Refuse Disposal
All site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of the waste materials recycling provisions detailed in the Site Control clause, relevant statutes and to the approval of the Superintendent.

Site refuse containing Asbestos shall be handled, transported and disposed of in accordance with the current Environmental Protection (Controlled Waste) Regulations.

14. Security of Premises
Carry out the work under the contract in such a manner that maximum security of the premises is maintained at all times.

If, in the opinion of the Superintendent at any period of the contract and during all non working hours maximum security cannot be maintained, the Contractor shall employ an APPROVED static guard security service on the site.

15. Protection of the Public
Use all types and methods of protection (such as temporary safety fencing and warning signage) that are reasonably practicable and necessary to protect the public from hazards associated with the work under the Contract. Protection shall be consistent with the recommendations contained in the Work Safe WA publication “Construction Work and the Public”. This publication is available from Work Safe WA and can be accessed from the Work Safe WA website at www.safetyline.wa.gov.au. Where a safety fence is used, it shall be not less than 1.8 metres in height.

16. Workplace Safety and Health Compliance
The Contractor shall comply with the Occupational Safety & Health Act 1984 (the Act) and the Occupational Safety & Health Regulations 1996 (the regulations) as amended from time to time. Refer to Appendix 4, for Confirmation of compliance with the Occupational Safety & Health Act 1984 and the Occupational Safety & Health Regulations 1996.

The Contractor is deemed to have control of the Site for the purposes of executing the work under the Contract and is responsible for all occupational safety and health matters connected with the work.

The Contractor shall, wherever practicable, appoint a Safety and Health Representative or Representatives to perform the functions described in Section 33 of the Act.

The Contractor shall promptly notify the Superintendent of injuries and diseases it is required under section 23l (2) of the Act and regulations 2.4 and 2.5 of the regulations to report.

The Contractor shall indemnify the Housing Authority from and against any loss, damage or injury suffered or incurred by the Housing Authority or any claim made against the Housing Authority by reason directly or indirectly of the Contractor failing to comply with its obligations under this clause. The Contractor shall reimburse the Housing Authority for any fines, penalties costs and
expenses which the Housing Authority may incur as a result of any non-compliance on the part of the Contractor with any of the provisions of the Act or the regulations or with any of its obligations under this clause. The Contractor shall pay all fees payable under the Act and regulations which are payable in connection with the execution of the Works.

The Contractor is responsible for ensuring that all persons entering and moving about the Site are not unreasonably exposed to hazards, and notwithstanding the Contractor's obligations to site and public security as stated elsewhere in this Contract, the Contractor shall monitor and control the access of all persons to the Site.

The Contractor shall ensure that no person:

- unrelated to the Contract enters the Site without the express permission of the Contractor; or
- enters the Site or commences work on the Site until that person has received occupational safety and health induction training and a safety briefing regarding hazards relevant to the Site.

17. Occupational Health and Safety Report
Prior to the Contractor commencing work on Site, the Housing Authority will provide an Occupational Health and Safety Report to the Contractor, setting out those matters referred to in regulation 3.139(4) of the regulations.

18. Material Safety Data Sheets
The Contractor shall ensure that a copy of all manufacturer/supplier Material Safety Data Sheets are available on a register on site for each hazardous substance used in connection with the work under the Contract. Material Safety Data Sheets shall be consistent with the format of the National Code of Practice for the Preparation of Material Safety Data Sheets [NOHSC: 2011] (1994).

19. Safe Work Method Statement
Where construction work on the Site is high risk construction work within the meaning of regulation 3.137 of the regulations, the Contractor shall ensure that a person having day to day, on site control of the high-risk work at the site gives the Contractor a written Safe Work Method Statement before the high risk construction work commences. The Contractor shall ensure that the Safe Work Method Statement is kept up to date, and describes the following:

- each high-risk construction work activity which includes a hazard to which a person is likely to be exposed;
- the risk of injury or harm arising from those hazards;
- the safety measures to be implemented to reduce the risk;
- a description of the equipment used in the work activity; and

Any qualifications and/or training required to enable people to do the work safely.

The Contractor shall ensure that a Safe Work Method Statement covers all high-risk construction work done at the site, and that the high-risk construction work is carried out in accordance with the statement.
20. **Safety Management Plan**

The Contractor shall prepare and implement a Safety Management Plan relevant to the works under the Contract. The Safety Management Plan shall be prepared:

- in conjunction with a competent person suitably experienced and qualified in safety matters;
- prior to the commencement of the work on Site; and
- In conjunction with the Consultant if the Housing Authority so directs.

The Safety Management Plan shall be maintained and updated throughout the Contract, be appropriate to the risks associated with the work under the Contract and shall:

- identify each person with a specific occupational safety and health responsibility at the construction site, and describe how those responsibilities are coordinated;
- describe the occupational safety and health induction training that will take place in relation to the construction work;
- describe the arrangements for managing occupational safety and health incidents at the site;
- set out the site safety rules and describe the arrangements for ensuring that everyone at or visiting the site is informed of those rules;
- include all the information held by the main Contractor in relation to the identified hazards, the risks arising from those hazards and the control measures in place; and

Include the safe work method statements that have been prepared in relation to 'high-risk construction work' to be done at the site.

Each element of the Safety Management Plan shall specifically address:

- the person on the Site who shall take responsibility for the successful implementation of each element;
- the hierarchical structure by which the responsibility is performed, and;
- The specific manner by which the element is performed.

Prior to the commencement of the Works, the Contractor shall certify to the Superintendent that it’s Safety Management Plan:

- has been prepared;
- Has been provided to each person doing construction work at the Site or is otherwise available for inspection on the Site; and has been implemented.

21. **Occupational Safety and Health Information**

Prior to the commencement of work on Site, or at any other time the Superintendent's Representative directs, the Contractor shall consult with the Housing Authority and the Superintendent's Representative for the purposes of ensuring that, as far as practicable, the construction work can be done without risk to the health and safety of either those doing the work, or anyone else who may be at or near the construction site.

The Contractor shall ensure that the following information is recorded, reviewed and updated regularly, and kept until the Works are completed:

- The identification of hazards to which a person at the construction site is likely to be exposed;
• An assessment of the risk of injury or harm to a person resulting from those hazards; and
• The risk control measures through which the risk of injury or harm may be eliminated or otherwise controlled.

If the Contractor becomes aware that a change in the design of the Works could better eliminate or control a risk of injury or harm to those doing the construction work, or anyone else who may be at or near the Site, the Contractor shall ensure that this information is passed on to the Housing Authority and the Superintendent’s Representative.

The Contractor shall ensure that any Occupational Safety and Health information it receives from the Housing Authority or the Superintendent's Representative is incorporated into its hazard identification, risk assessment and risk control measures.

The Contractor shall ensure that the Housing Authority is permitted access to the site upon request as the Housing Authority or Representative of the Housing Authority may wish to undertake safety inspections from time to time.

22. Recipient Tax Invoice
The Proponent shall lodge with the Housing Authority within two days from the date of the request from the Housing Authority, the “Recipient Created Tax Invoice Agreement” included in the specification. The lodged “Recipient Created Tax Invoice Agreement” shall be completed and signed by a person authorised to do so.

Failure to lodge the completed and signed “Recipient Created Tax Invoice Agreement” within the time frame, when requested by the Housing Authority, may result in the non payment of claims submitted.

23. Insurance
The Contractor will be required to obtain the following insurances:

<table>
<thead>
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<th>Type of Insurance</th>
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</thead>
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<td>Contractors Risk Insurance</td>
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<tr>
<td>Public &amp; Products Liability Insurance</td>
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</tr>
<tr>
<td>Workers Compensation &amp; Employer’s Liability (including common law liability)</td>
<td>Not less than $50,000,000</td>
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<tr>
<td>Home Indemnity Insurance</td>
<td>See below</td>
</tr>
<tr>
<td>Professional Indemnity Insurance</td>
<td>See below</td>
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</table>

Home Indemnity Insurance
All contract sums should include the costs of obtaining Home Indemnity insurance.

Professional Indemnity Insurance
The Successful Respondent shall indemnify the Department of Housing against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatsoever nature which the Department of Housing may suffer, incur or sustain in connection with or arising in any way whatever out of any breach by the Successful Respondent. Any breach by the Successful Respondent of its obligations under the Agreement that may arise out of any negligent act or omission on the part of the Successful Respondent or its employees, its agents or subcontractors shall be covered by the indemnity.

Upon notification of acceptance of the fee submission, the Successful Respondent shall immediately lodge certificates of proof of required insurances with the Department of Housing.
Agreement will be signed and no work shall be commenced until details of each insurance contract have been provided.

Without limiting the Successful Respondent’s obligations and responsibilities the Successful Respondent shall take out and maintain during the currency of the Agreement, insurances in respect of the following risks:

**Public/ Products Liability Insurance**

The Successful Respondent shall effect and maintain throughout the term of the Agreement a Public Liability Policy of insurance in the joint names of the Department of Housing as Housing Authority, the Successful Respondent and all Sub-Contractors employed from time to time in relation to the performance of the Agreement. The public liability policy shall insure all parties for their respective rights and interests to cover their liabilities to third parties in respect of, among other things, personal injury to or death of any person and loss of or damage to property arising out of the performance of the Agreement.

The Public Liability Policy of insurance shall include a cross liability clause in which the Insurer agrees to waive all rights of subrogation or action that he may acquire against all or any of the persons comprising the insured. For clarity the Insurer accepts the term "Insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

The public liability policy of insurance shall be for an amount NOT LESS than five million dollars ($5,000,000) for any one claim or higher amount reasonably required by the Department of Housing from time to time by written notice to the Successful Respondent. The public liability policy of insurance shall be affected with an Insurer or Insurers approved in writing by the Department of Housing, which approval shall not be unreasonably withheld.

The effecting and maintaining of a public liability policy of insurance shall in no way limit the obligations and liabilities of the Successful Respondent under the Agreement.

**Professional Indemnity Insurance**

The Successful Respondent shall at its own expense effect and maintain throughout the term of the Agreement and for a period of six (6) years following the completion of the Agreement, a policy of professional indemnity insurance covering the Successful Respondent legal liability arising out of any act, neglect, default, error or omission made by or on behalf of the Successful Respondent or any of its employees or agents in connection with the performance of the Agreement.

The professional indemnity policy of insurance shall be for an amount NOT LESS than one million dollars ($1,000,000) for any one claim, and unless otherwise specified elsewhere in the Agreement, shall be effected with an Insurer or Insurers approved in writing by the Department of Housing, which approval shall not be unreasonably withheld.

The Successful Respondent shall ensure that the level of indemnity under the policy of insurance is maintained at $1 million dollars at all times.

The effecting and maintaining of a professional indemnity policy of insurance shall in no way limit the obligation and liabilities of the Successful Respondent under the Agreement.

24. **Final Completion & Handing Over Keys**

When the Superintendent certifies that the Contractor has achieved Practical Completion, the Contractor shall ensure that dwellings are connected to all services and that all appliances (including hot water units, stoves, ovens, TV antenna) and fittings are in correct working order.
The Contractor shall close all water, electricity & gas accounts and shall arrange payment of all amounts owing as at the date of practical completion.

The Contractor shall arrange with the Local Authority the supply of domestic waste refuse bins for each dwelling and the weekly collection of those bins from the front verge of the development. The Contractor is required to provide written confirmation provided by the Local Authority confirming this arrangement to the Housing Authority upon final completion of the development and as part of the documentation required at final completion. The Contractor is required to provide the Housing Authority with confirmation, confirming that any development approval conditions relating to the refuse bin storage and refuse bin collection has been met.

The Contractor is required to liaise with the Local Authority in regard to obtaining the correct postal addresses of each of the dwellings contained within the development, and indicate this correct address on each of the letter boxes provided for each of the dwellings.

The Contractor shall ensure that all keys are properly tagged for identification before they are handed over to the Superintendent. The Contractor shall label keys to identify the unit number (if applicable), street number, lot number, street name and locality.

25. **Defects Liability Period**

The standard Defects Liability Period required is a period of 4 months from the Date of Practical Completion for single detached dwellings and a period of 6 months from the Date of Practical Completion for group housing developments. However, the Housing Authority may elect, in its absolute discretion, to increase the Defects Liability Period. If the Housing Authority so elects, the Defects Liability Period shall be specified in the Contract before execution.

26. **Maintenance during the Defects Liability Period**

In addition to the obligations set out in the Building Works General Conditions of contract, the Contractor must comply with the following: The Contractor shall commence the following emergency maintenance work within three (3) hours of receiving the instruction from the Superintendent:

- Complete failure of the dwelling electrical power and/or lighting;
- Electrical shocks or sparks;
- Oven or hotplates completely non-operational;
- Gas leaks;
- Burst water pipes; and
- Completely blocked WC pan and/or blocked sanitary plumbing overflowing inside dwelling.

If an emergency occurs outside normal working hours, and the Contractor is unable to be contacted by the Superintendent, the Housing Authority will complete the work and recover the cost from the Contractor as a debt due.

The Contractor shall commence the following priority maintenance work within forty eight (48) hours of receiving the instruction from the Superintendent:

- Blocked sanitary plumbing overflowing externally;
- No hot water;
- Cracked WC pan;
- Failure of common or security lighting; and
- Faulty external entry door locks.
If priority maintenance is not commenced within forty eight (48) hours of the Superintendent's instruction, the Housing Authority will complete the work and recover the cost from the Contractor.

The above is not intended to be an exhaustive list of possible emergency or priority situations.

27. Documentation
The following documentation is to be supplied by the Contractor to the Housing Authority or Housing Authority's Representative on request, in accordance with the terms of the Land Contract, Building Works Contract and Building Agreement and General Conditions of Contract.

Required Documentation for Land Component
A copy of:

- all relevant Certificate of Titles
- all relevant Deposited Plans, Subdivisional Plans and Amalgamation Plans
- Strata Title Plan (Where Applicable)
- Site Survey & Report & Re-Peg
- Confirmation of Land Settlement date (Letter from Settlement Agent)
- Development Approval & Conditions & all Reports & Documentation associated with the Development Approval, Subdivisional Approval and Amalgamation Approval

Required Documentation for Construction Component
A copy of Complete Architectural Working Drawings inclusive of:

- Site Plan
- Floor Plans
- External elevations
- Room elevations

A coy of all Section Drawings including:

- Architect & Housing Authority approved/endorsed Drawings.
- Civil Drawings – Certified by Civil Engineer (original copy).
- Structural Working Drawings – Certified by Structural Engineer (original copy).
- Geotechnical Report confirming Site Classification certified by Engineer (original copy).
- Hydraulics (Plumbing) Working Drawings (original copy).
- Electrical Working Drawings (original copy).
- Mechanical Working Drawings certified by Engineer (original copy), where applicable.
- Proponents Specification (including Finishing Schedules for colour schemes internal & external), Appliances, Fittings & Fixings.
- Building License & Shire approved drawings.
- Reports and Documentation associated with all Approvals relevant to the Development Approval.
• Priority Start (Component A) – Building Policy Confirmation of Registration Form (where applicable) refer to Appendix 5.

• Priority Start (Component B) - Copy of the confirmation to Dept. Training & Workforce Development. (Where applicable).

Prior to Commencement of Works

• Insurances - Comprising of Public Liability, Contract Works & Workers Compensation.

• Copy of Housing Indemnity Insurance.

• Confirmation of preferred Retention Method i.e. Retention Monies or Bank Guarantee.

• Completed Recipient Created Tax Invoice Agreement

• Confirmation of Compliance with the Occupational Safety & Health Act 1984 & OH&S Regulations 1996

• Initial Forecast Program of Works – Construction Program

Monthly Progress Instalments & Site Inspections

A detailed progress claim showing the contract value of work (inclusive of GST) completed; shall be submitted to the Housing Authority’s Representative every month.

Accompanying the monthly progress claim the Housing Authority may require the Contractor to provide Statutory Declarations confirming that all workmen, sub-Contractors & suppliers of equipment, plant & materials that have been engaged in connection with the work under this contract have been paid in full of amounts due.

A revised Construction Program outlining current revisions and amendments; shall be submitted with each progress claim.

A copy of all revised Drawings, Schedules and any other amended documentation.

Practical Completion

General Documents to be provided:

A letter signed by the Building Contractor in the form, and containing all the information set out in Annexure D; of the Building Works Contract Building Agreement and General Conditions of Contract.

Practical Completion Certificate and Final Payment Claim.

A letter signed by the Building Contractor, with an attached schedule itemizing all Development Conditions confirming how each condition has been met in accordance with the Local Authority requirements.

The Contractor shall provide to the Superintendent compliance certificates in respect of each dwelling at the practical completion of the contract works for the following items:-

All keys, swipe cards and remotes, including manufacturer’s details;

For appliances, chattels and other plant and equipment installed as part of the Works, all manufacturer and supplier warranties and guarantees and all operation manuals;

As constructed drawings and specifications for the Works;

• Copies of any maintenance contracts (including without limitation for any lifts or air conditioning units);

• Termite Protection and Warranty Certificate;
• Compaction Certificate certified by Engineer.
• Completed Fire Wall Certificate where applicable;
• Septic Tank Certificate & Plumbing Certificate (if septic tank installation is included);
• Plumbing Certificate and “as constructed” drawings;
• Gas Plumbing Notice of Compliance;
• Electrical Safety Certificates for all electrical installation work;
• RCD and Smoke Alarm testing and verification form;
• Roof cover certificate;
• Roof Trusses (steel or timber);
• Cellulosic Fibre Thermal Insulation Certificate of Warranty;
• Name of Plumber and license number;
• Name of Electrician and license number;
• Name of Painter and Registration number.

In addition to the above standard building compliance certificates, the Housing Authority requires the following documentation at Practical Completion of the contract works:

• Structural Warrantee & Certified Structural Drawings.
• Copy of Reticulation Layout Plan.
• Copy of Finishing Schedules for paintwork, carpets, tiling, bench tops, cabinetwork, fixtures & fittings.
• Details of Defects Period (6 months from the date of Practical Completion).
• Notification of outstanding defects (if applicable).
• Confirmation from the Local Authority confirming domestic waste refuse bins supply and weekly collection.
• An itemised Schedule of Dwellings setting out lot numbers & corresponding postal addresses.
• An itemised Keying Schedule for each dwelling outlining the keys provided specifically per dwelling.
• Copy of Local Authority Certificate of Occuption, issued by a qualified Building Surveyor. (Where applicable). Where Built Strata Titles are not issued a Certificate of Occupancy is required, and issued by a qualified Building Surveyor.
• Copy of all Strata Title documentation.
• Copy of WA Planning Commission or Local Authority issued Strata Title approval.

The Housing Authority may require other certificates in relation to other matters which shall be notified to the Contractor.
28. **Strata Title Documentation**

Where nominated in the Contract the Contractor is to arrange new Certificate of Titles for each unit in the development.

The appointment of a Strata Management Company is the responsibility of the Contractor and details of that Strata Management Company appointed shall be for an initial period of up to two (2) years only. The Strata Management Company is responsible for the preparation and execution of the Strata Management Agreement, By-Laws and Annual Budget for the approval of the Department of Housing.

Copies of all Applications, Plans and associated Forms and Documentation relating to the Strata Titling process are required to be submitted to the Department of Housing including a copy of Final and "As Built" Strata Plans.
Part 2: Submission Forms

2.1 Submission Checklist

The Housing Authority reserves the right not to consider any Submission on receipt if the Submission has not been prepared and lodged in accordance with the Conditions of Submission.

Please check your Submission includes the following documentation in the following order:

- Cover Letter
- Addendum
- Form A: Submission Summary
- Form B: Land Summary (if applicable)
- Form C: Dwelling Summary
- Form D: Build Costs Summary (if applicable)
- Elevations and floor plans for each dwelling type
- Any computer generated images or artistic impressions (if available)
- Track record
- Statement of financial structure, capability and capacity
- Any other supporting information
- This Submission Checklist

Where the Submission has identified land, include the following (if applicable):

- Location plan(s)
- Certificate of titles(s)
- Site layout(s)
- Any Development Approval(s) (and associated drawings)
- Any Subdivision approval(s) (and associated drawings)
- Any other useful documentation pertaining to the land
2.2 Form A – Submission Summary

RESPONDENT’S REPRESENTATIVE

Name: ..................................................................................................................................................

Contact Address: ..................................................................................................................................

Tel: ................................................................ Tel: ................................................................

Fax: ................................................................. Email: .........................................................................

Position: ............................................................................................................................................... 

RESPONDENT’S CORPORATE IDENTIFICATION

Identity of the legal entity or entities that will enter into Contract(s) with the Housing Authority

Full Corporate Name (1): ..............................................................................................................................

(ACN): ............................................................. (ABN) ............................................................................

Registered Business Name: .....................................................................................................................

Contract Role (e.g. builder): ....................................................................................................................... 

Full Corporate Name (2): ..............................................................................................................................

(ACN): ............................................................. (ABN) ............................................................................

Registered Business Name: .....................................................................................................................

Contract Role: ...........................................................................................................................................

Full Corporate Name (3): ..............................................................................................................................

(ACN): ............................................................. (ABN) ............................................................................

Registered Business Name: .....................................................................................................................

Contract Role: ...........................................................................................................................................

BUILDER’S CORPORATE IDENTIFICATION (if applicable)

Identity of the legal entity or entities that will enter into Contract(s) with the Housing Authority

Full Corporate Name: ............................................................................................................................... 

(ACN): ............................................................. (ABN) ............................................................................

Registered Business Name: .....................................................................................................................

Contact Person: .........................................................................................................................................

Continue sheet if more entities need to be listed
QUALIFYING CRITERIA

1. Conditions of Submission
I/We have read, understood and accept the material contained in these Guidelines including but not limited to the Conditions of Submission and the disclaimer at the beginning of these Guidelines.

☐ Yes  ☐ No

2. The Respondent (section 6.2.1)
I/We warrant that I/We:

(a) am not/are not an entity:
   (i) who is bankrupt or in the process of being wound up;
   (ii) whose affairs are being administered by the court;
   (iii) who has entered into an arrangement with creditors; who has suspended business activities; or
   (iv) who is in any analogous situation arising from a similar procedure under national laws and regulations;

(b) am not/are not the subject of proceedings for:
   (i) declaration of bankruptcy;
   (ii) an order for compulsory winding up or administration by a court;
   (iii) an arrangement with creditors; or
   (iv) any other similar proceedings under national laws or regulations;

(c) have not been convicted of an offence concerning professional conduct by judgement, which has the force of law;

(d) have not been guilty of grave professional misconduct proved by any means, which the contracting authorities can justify; or

(e) are not guilty of a serious misrepresentation in supplying or failing to supply the information required.

☐ Yes  ☐ No
3. Category C Submissions - Track Record (section 6.2.4)

<table>
<thead>
<tr>
<th>Project/example</th>
<th>Referee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of dwellings:</td>
<td>Name:</td>
</tr>
<tr>
<td>Location:</td>
<td>Position/Company:</td>
</tr>
<tr>
<td>Budget:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

| Number of dwellings: | Name: |
| Location: | Position/Company: |
| Budget: | Telephone: |
| Date Completed: | Email: |

| Number of dwellings: | Name: |
| Location: | Position/Company: |
| Budget: | Telephone: |
| Date Completed: | Email: |
GENERAL SUMMARY OF SUBMISSION (eg. housing type; location; mix; etc)

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COST SUMMARY OF PROPOSED DEVELOPMENT

Further details to be provided in Forms B, C & D

Total no. dwellings in project: .................................................................

Total no. dwellings on offer to Housing Authority: ........................................

Product mix and configuration of dwellings on offer to Housing Authority: ...............

Proposed cost to Housing Authority (incl.GST) for:

Land $........................................Build $................................. Combined $..................................

(Complete for component costs where applicable)

Proposed average total cost per dwelling to Housing Authority $.................................

Anticipated average market value per dwelling to Housing Authority $.................................

Category A Submissions - SUBMISSION READINESS

Do you have a current and valid development approval: □ Yes □ No

If no, does Submission require a development approval? □ Yes □ No

(If yes to above, please provide a letter from a planning consultant as set out in section 2.3)

Do you have a current a valid building licence □ Yes □ No

Are the dwellings currently under construction: □ Yes □ No

Are the dwellings practically completed: □ Yes □ No

If yes to above, are all of the dwellings less than 12 months old (taken from the date of practical completion)? □ Yes □ No

If yes to above, have the dwellings ever been occupied? □ Yes □ No
CONSTRUCTION PROGRAM (Section 2.10) (Outline all relevant assumptions made for this purpose)

Proposed on site start date (if applicable): .................................................................

Proposed date of practical completion (if applicable): ..................................................

...

PROPOSED TRANSACTION DETAILS (select preference or preferences)

Contract for completed dwellings: ☐

Separate land and build contracts: ☐

Joint Venture: ☐

Other: ☐

Provide further details if required: .................................................................................

...

SPECIFICATION

Does the Submission comply with all relevant BCA and Australian Standards? ☐ Yes ☐ No ☐ N/A

Does the Submission meet the Housing Authority’s Design Guidelines and Specification (Appendices 1 & 2)? ☐ Yes ☐ No

If no, please indicate exceptions......................................................................................

Is Submission full Turn Key? ☐ Yes ☐ No

If no, please indicate exceptions......................................................................................

..........................................................

..........................................................

..........................................................
2.3 Form B – Land Summary

If your Submission involves:

1. Land that is owned or controlled by the Respondent – complete PART A
2. Land identified, but not owned or controlled by the Respondent – complete PARTS A & B
3. Land not identified – complete PART C

PART A - Categories A & B (Land owned, controlled or identified by the Respondent)

Land Details (Legal)

Attach current certificate of title(s)

Street Address: ...........................................................................................................................................

Lot no ................. Diagram ............... Volume ............... Folio .................

Site Area: ..................................................................................................................................................

Are you the owner of this site?  ☐ Yes ☐ No

If no, do you have an option on the site?  ☐ Yes ☐ No

If no, what control do you have over the site? ..........................................................................................

Please list any encumbrances or notifications on the certificate(s) of title:

...................................................................................................................................................................

...................................................................................................................................................................

...................................................................................................................................................................

Land Details (Technical)

Do you know or suspect the site(s) to be contaminated?  ☐ Yes ☐ No

Soil classification / conditions (if known): .................

Has the cost of providing infrastructure and services to the site been factored into the Submission?  ☐ Yes ☐ No

Are the following services available to site:

Sewer:  ☐ Yes ☐ No

Potable water:  ☐ Yes ☐ No

Electricity:  ☐ Yes ☐ No

Mains gas:  ☐ Yes ☐ No

Telecommunications:  ☐ Yes ☐ No

Stormwater drainage (if any):  ☐ Yes ☐ No
Land Details (Transport/Amenity) – Please attach a map (eg. Google Map) showing location of various services/amenities

Current site uses: .............................................................................................................................................................

Adjoining land uses: ......................................................................................................................................................

Topography description: ..............................................................................................................................................

Proximity (by road) to:

Bus Stop: .............. metres

Train Station: .............. metres

Daily Needs Shopping: .............. metres

Recreation Facilities (eg. parks/sporting facilities): .............. metres

Pre-school/primary Schools: .............. metres

District/Regional Shopping: .............. metres

Planning Summary

Zoning/Coding: ..............

Local Planning Scheme: ..............................................................................................................................................

Any relevant Local Development Guidelines or Policies: ..............................................................................................

Date of development approval: ..............

Occupancy restrictions (if any): ......................................................................................................................................

Status of sub-division approval (if any): ............................................................................................................................

PART B - Category B (Land identified, but not owned or controlled by the Respondent)

Terms on which land is to be made available

Under what terms or arrangement do you propose to make the land available?

What is the status of your engagement with the land owner (eg. discussions; or informal, non-binding agreement, etc)

......................................................................................................................................................................................

......................................................................................................................................................................................

......................................................................................................................................................................................

Note: Respondents who have identified land owned by the Housing Authority recognise and acknowledge that:

a) The value of the land must be factored into the submission as a land value cost to the project; and

b) The Housing Authority will utilise case by case discretion when approving Housing Authority owned land to form part of an Affordable Housing EOI submission and may reject a submission for any reason, including without limitation where:

   i. the land may be earmarked for another purpose by the Housing Authority; or

   ii. the land may represent significant value or yield to the Housing Authority.
PART C - Category C (Land not identified)

Land Requirements

<table>
<thead>
<tr>
<th>Dwelling Type</th>
<th>Configuration</th>
<th>Proposed/Required</th>
<th>Proposed/Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>(eg. Detached House, etc)</td>
<td>(eg. 3 bed/ 1 bath, etc)</td>
<td>Lot Size (m²)</td>
<td>Frontage (m)</td>
</tr>
</tbody>
</table>

STATEMENT OF FINANCIAL STRUCTURE, CAPABILITY AND CAPACITY

Respondents must attach a statement not exceeding 2 pages in length outlining:

Financial Structure – including details of the Respondent's financial strength and capacity to undertake and/or deliver the works (as applicable) which are the subject of the Submission.

Capability – including details of the Respondent's experience and track record in delivering quality accommodation similar to that which is contained in the Submission (if applicable).

Capacity – including details of the Respondent's capacity and current resourcing to deliver the dwellings the subject of the Submission.

COMPLIANCE WITH CODES AND POLICIES

The Respondent must outline how it proposes to comply with relevant codes and policies referred to in section 2.13 and elsewhere in the Guidelines.

RESPONDENT’S CERTIFICATION OF THE SUBMISSION

This Submission is signed by a person or persons duly authorised on the Respondent's behalf.

Signature 1: ............................................. Witness Signature 1: .............................................
Full Name 1: ........................................... Witness Full Name 1: ...........................................
Date: ....................................................... Date: ....................................................................

Signature 2: ............................................. Witness Signature 2: .............................................
Full Name 2: ........................................... Witness Full Name 2: ...........................................
Date: ....................................................... Date: ....................................................................
## 2.4 Form C – Dwelling Summary

Name of Proponent:  

Address of Development:  

| Unit Number / ID | Address of dwelling | No of bedrooms per dwelling | No of bathrooms per dwelling | No of separate toilets per dwelling | Dwelling Type:  
• Detached House  
• Apartment  
• Grouped Housing | Internal living area per dwelling (m²)  
\( \text{if available} \) | Lot Size (m²) | Frontage (m) | Land Cost ($) | Build cost ($) | Total cost (Land & Build Combined) ($) | Estimated sale value ($) |
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</table>

Instructions:

1. Complete one line per dwelling.
2. Complete all columns wherever possible.
3. Floor area per dwelling (m²) to inside face of external walls (excluding garages, stores, court yards, patios and balconies).
## 2.5 Form D – Build Costs Summary (if applicable)

The data below may be presented in a different format:

<table>
<thead>
<tr>
<th>Identify specific inclusions in build costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify specific exclusions in build costs</td>
</tr>
<tr>
<td>Details of any deviation from Housing Authority’s preferred turnkey and minimum specification</td>
</tr>
</tbody>
</table>

Where land is not identified, list locations:

- (a) that are preferred and/or where you will not operate;
- (b) where the build costs submitted are valid; and
- (c) where the build costs are not valid and any variations to build costs.