

OPEN
IDEAS

ROYAL
ADELAIDE
HOSPITAL
SITE
INTERNATIONAL
DESIGN
COMPETITION

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 #RAHsite

Royal Adelaide Hospital Site International Design Competition

Addendum 1 Competition Conditions V2.0



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Table of Contents

1	Introduction	4
2	Participation in the Competition	5
2.1	Eligibility	5
2.2	Ineligibility	5
2.3	Multidisciplinary teams	6
2.4	Local content	6
2.5	Competition documents	7
2.6	Registration	8
2.7	Registration Form	8
2.8	Registration Number	8
2.9	Anonymity	8
2.10	Application of Competition Conditions	9
	Persons and matters to which the Competition Conditions apply	9
2.11	Disqualification	9
3	The Competition Process	10
3.1	Summary	10
3.2	Stage One and Stage Two evaluation criteria	11
3.3	People's Choice Award and exhibition	11
3.4	Communications and correspondence	12
3.5	Competition timetable	13
3.6	Lodgement	14
3.7	Online lodgement system	15
3.8	Single registration and Submissions	15
3.9	Transfer of rights	15
3.10	Language	16
3.11	Prize money	16
3.12	Notification of Award	17
3.13	Abandonment	17
4	Submission format	18
4.1	Stage One	18
	File requirements	19
4.2	Stage Two	20
5	Post-Competition Consultancy	23
5.1	State right not to proceed with Post-Competition consultancy	23
6	Management of the Competition	23
6.1	Competition proponent	23
6.2	Advisers	23
6.3	Jurors	24
	Members of the Jury	24
	Report	24

Authority of the Jury24

6.4 Project Reference Group24

7 Procedures to protect the integrity of the Competition25

7.1 Procedures to ensure equality of treatment and access and to preserve
the probity of the Competition.....25

7.2 Unauthorised communications.....26

7.3 Anti-lobbying, improper assistance and solicitation26

7.4 Anti-competitive conduct27

7.5 Confidentiality of State information and no public comment.....27

7.6 Confidentiality of Submissions27

7.7 Complaints28

8 Intellectual Property28

8.1 Ownership of Intellectual Property Rights28

8.2 Warranties and Indemnity28

8.3 Use of Submissions for the Competition and future strategic planning
purposes29

8.4 Use of Submissions for the purposes of Post-Competition consultancy ...29

9 State reserved rights.....30

10 Liability31

10.1 Costs and disbursements31

10.2 Governing law and jurisdiction32

11 Definitions33

1 Introduction

The South Australian government invites Australian and international architects and landscape architects to participate in the Royal Adelaide Hospital Site Ideas Competition (the Competition). It is a two-stage Open Ideas Competition that has been endorsed by the Australian Institute of Architects (AIA) and seeks distinctive design responses to this major urban opportunity located in the cultural heart of Adelaide. Stage One of the Competition is anonymous, ensuring that evaluation is based entirely on design merit, consistent with international best practice.

The Competition invites all Competitors to propose a vision for the adaptive reuse of the Royal Adelaide Hospital (RAH) site, following the transfer of all its functions to the new Royal Adelaide Hospital. A full outline of this invitation is contained within the Design Brief (the Brief).

As an Ideas Competition the South Australian Government (the State) seeks design ideas that can inform and assist in the development of a strategic plan for the site, which will be explored further following the design competition. An open two-stage Ideas Competition was chosen due to the complexity of the site, which requires a wide exploration of potential solutions. Competitors should understand that the State is not required to offer any contracts for services as a result of this competition. However if it chooses, such arrangements may be made by mutual consent between the State and one or more Competitors.

The South Australian Government, under the direction of the Office of Design and Architecture South Australia (ODASA) in partnership with Renewal SA, has commissioned the Competition.

The objectives of the Competition include:

- Creating a civic and cultural place
- Delivering best practice in sustainable design
- Enhancing connectivity to the City and its context
- Creation of public open space as an extension of the Park Lands
- Respect for the Site's cultural and built heritage through adaptive reuse and innovative new uses
- Achieving an economically viable proposal that supports the East End Precinct, the City of Adelaide and South Australia
- Exploring the relationship with the adjacent cultural precinct and university campus

2 Participation in the Competition

2.1 Eligibility

Stage One

The first stage of the Competition (Stage One) is open to all professionally registered architects and landscape architects in Australia and from around the world, who have accepted the Competition Conditions in full. Professional registration requirements are set out in the Registration form.

Architects and landscape architects who are professionally registered overseas will be required to state the jurisdiction in which they are registered, the authority/body responsible for professional registration within that jurisdiction, as well as the Registrant's professional registration number.

Registrations may include multiple team members, which in turn may be reflected in the Registration Name however all Registrations must be completed and signed by a Legal Entity and that Legal Entity must be a registered architect or landscape architect.

No entry will be accepted or considered unless the Registrant has submitted a compliant Registration Form.

Stage Two

The second stage of the Competition (Stage Two) is open to those Competitors whose Submissions are selected by the Jury at the completion of Stage One from designs submitted in Stage Two (Shortlisted Competitors).

2.2 Ineligibility

The following persons are not eligible to enter the Competition or to assist a Competitor directly in its participation in the Competition:

- members of the Jury, the Project Reference Group (PRG) or any firm or company that has been contracted to deliver services in relation to the Competition
- ODASA or RSA employees involved with the Competition
- the Competition Adviser, Probiity Adviser or other Advisers engaged by the State for the purposes of the Competition
- any immediate family member of any of the above.

Any person who may be reasonably expected to have an unfair advantage through access to information concerning the Competition by reason of any other

relationship with any ineligible person referred to above (Other Association) may be declared by the Competition Adviser in consultation with the Probity Adviser to be ineligible to enter the Competition or to assist a Competitor. If a Registrant considers that there may be a real, potential or perceived conflict of interest in relation to their participation in the Competition, they must promptly disclose it to the Competition Adviser.

2.3 Multidisciplinary teams

The Competition encourages Registrants to respond as part of a team that includes a mix of disciplines, recognising the importance of such disciplines as urban design, landscape design, civil engineering etc. in fully investigating the site's potential.

2.4 Local content

The Competition has been allocated a significant prize pool, divided between honoraria for Shortlisted Competitors, with prizes for the first, second and third-placed Competitors and a People's Choice Award. The State would like to ensure that a portion of this prize pool contributes directly to the support of professional businesses within South Australia.

The Competition also encourages Registrants to respond as part of a team as noted in Clause 2.3. Registrants are not required to identify their team in Stage One with no local content required in the team for Stage One; being anonymous, team composition will not be evaluated at this stage of the Competition.

However, in Stage Two all Shortlisted Competitors will be required to include local participation in their team composition. Prior to commencement of Stage Two you will be required to submit a Stage Two Shortlisted Competitor form, stating the details of local participation in your team.

Local participation is a mandatory criteria assessed by the Competition Adviser as a pre-qualification for a Stage Two Submission being accepted upon lodgement. It will not be a matter for Jury evaluation.

The South Australian participant will be a sub-consultant within the revised Registration Form. It is a requirement that the nominated South Australian participant be either professionally registered as an architect in accordance with the Architectural Practice Act 2009 or professionally registered as a landscape architect with the South Australian chapter of the Australian Institute of Landscape Architects.

2.5 Competition documents

Competition Term and Conditions, Design Brief and Registration form are available to potential Competitors and to the public. Site Information will only be available to Registrants.

Competition Conditions

This sets out the Competition's requirements, processes and procedures.

Design Brief

This establishes the Competition's intent and the design requirements for the design proposals.

Registration Form

This forms the basis of registering to participate in the Competition. By submitting the Registration Form, the Competitor is acknowledging and agreeing to be legally bound by the Competition Conditions.

Site Information

Site Information contains the following documents, which together provide all the necessary site and context information to participate in the competition:

1. Site survey, including topographical information, footprints and heights v2.0
2. Riverbank Precinct Implementation Plan (link only)
3. Consultation Draft Place Shaping Framework
4. Adelaide Park Lands Management Strategy Towards 2020
5. Old Royal Adelaide Site Analysis and Context v2.0
6. Adelaide City Census of Land Use and Employment 2011 (Summary report)
7. Uni SA City East Campus Master Plan 2020
8. City User Population Research 2012-13
9. Integrated Cultural Campus Master Plan Design Brief 2012
10. City of Adelaide Strategic Plan
11. City of Adelaide Smart Move
12. City of Adelaide Public Spaces and Public Life, Jan Gehl
13. Botanic Gardens of Adelaide Master Plan
14. 5000+ Knowledge Base Recommendations Report
15. 5000+ Engagement Feedback Report: Great ideas for a great city
16. 16 North Terrace Campus Masterplan April 2011

2.6 Registration

To register for the Competition the electronic Registration Form available at <http://www.odasa.sa.gov.au/rahsite/> should be completed.

Refer to the Competition timetable for the closing date for Registration for Stage 1.

2.7 Registration Form

The Registration Form requires the details of the Registrant's legal entity and team composition. It also requires the Registrant's Acceptance of the Competition Conditions, approved by the Registrant's Authorised Representative (Authorised Representative).

The Registration Form must be executed in accordance with the instructions on it.

No changes to Registration details can be made after the close of Registration during Stage One. However after Stage One closes, those Competitors that are shortlisted may make changes to their Registration Name, to reflect additional team members. However no change to the Registrant's Legal Entity details can be made for the duration of the Competition. Changes to Registration Name may be made at any time in the first three weeks of Stage Two. After this time no further changes can be made the Registration details.

2.8 Registration Number

On receipt of the completed Registration Form the Competition Adviser will process the registration for eligibility and advise eligible Registrants via email of a unique Registration Number (Registration Number). The Competitor must ensure the Registration Number is the sole identification used for its Submission. Entries received without a Registration Number may not be considered by the Jury.

2.9 Anonymity

Strict anonymity of a Registrant's participation is to be maintained by Registrants throughout Stage One of the Competition. It is intended that only the Competition Adviser and Probity Adviser will be aware of the identity of each Registrant and its Stage One Submission throughout Stage One of the Competition and the Stage One Submissions will be judged anonymously.

The only means of identifying the authorship of any questions or a Stage One Submission will be the use of the Competitor's Registration Number.

In order to preserve anonymity, all Stage One Submissions must be made without any name, business name or logo, motto, identification or distinguishing mark (Identifying Marks).

A public announcement of the Shortlisted Competitors will be made at the conclusion of Stage One. At this time, both the Registration Number and the Registration Name of the Shortlisted Competitors will be released in the public announcement. In addition all Stage One submissions will be made available for public viewing, details of which will be confirmed at a later date.

2.10 Application of Competition Conditions

Persons and matters to which the Competition Conditions apply

By registering to enter in the Competition, all Registrants are legally bound by these Competition Conditions.

All Registrants (whether or not they lodged a Submission) having obtained or received the Competition Documents may only use the Competition Documents, and the information contained in them, in accordance with these Competition Conditions.

The Competition Conditions contained in this document apply to:

- the Competition Documents and any other information obtained, received or made available in connection with the Competition, including any revisions or addenda
- the Competition
- any communications (including any briefings, presentations, meetings or negotiations) relating to the Competition.

2.11 Disqualification

If a Registrant fails to comply with any of the requirements, processes and procedures of the Competition Conditions, the Competition Adviser (in consultation with the Probity Adviser) may, in addition to any other remedies available to the State in contract or otherwise at law, disqualify that Registrant. A Registrant may still participate even though the Registrant fails to comply with the Competition Conditions. Without limiting the grounds on which a Registrant may be disqualified, a Registrant may be disqualified from the Competition in any of the following circumstances:

- if a Registrant fails to submit a legally binding Registration Form

- if a Submission is lodged after the closing time or lodged at a location or in a manner that is contrary to that specified in these Competition Conditions
- if a Registrant discloses his or her identity to the Jury
- if a Competitor uses any Identifying Marks on any Stage One Submission, including any images of designs or built work by the Competitor
- if a Registrant improperly attempts to influence the decision of the Jury
- if a Registrant has communicated directly with any member of the Jury, State employees involved in the Competition or any Advisers engaged by the State for the purposes of the Competition (other than communication in accordance with these Competition Conditions or in respect of matters other than the Competition)
- if a Registrant seeks or obtains the assistance of the Jury, State employees involved in the Competition or Advisers engaged by the State for the purpose of the Competition in the preparation of their Submission
- if a Registrant engages in any collusion, anti-competitive conduct or other similar conduct with any other Registrant or any other person in relation to the preparation, content or lodgement of their Submission.

Where a Registrant is disqualified, the Competition Adviser will notify the Registrant prior to the Jury's decision and the Competition advisor may seek to confirm this withdrawal with the Competitor.

3 The Competition Process

3.1 Summary

The Competition is a two-stage international Ideas Competition. Registrants are encouraged to undertake a broad exploration of design concepts in Stage One (Stage One Submissions), with a maximum of six designs progressing to Stage Two, where the design concepts will be more fully developed (Stage 2 Submission).

Stage One of the Competition is open to all architects and landscape architects. Once registered, Registrants are required to submit an initial design. Those who do are Competitors.

A maximum of six Competitors will be shortlisted by the Jury to participate in Stage Two of the Competition.

At the end of Stage Two, the winning design will be selected by the Jury. The Jury will also select second and third placed designs.

The State has allocated a prize pool for the Competition of \$905,000. The prize pool will be distributed in accordance with clause 3.11.

A People's Choice Award will be determined by a public vote on the Shortlisted Competitors' Stage Two Submissions. A prize of \$5000 (excluding GST) is payable for the People's Choice Award.

This competition is an Ideas Competition. All Competitors understand and accept that the State is not obliged to proceed to a design contract following Stage Two. If the State decides to contract a Competitor after the completion of the Competition, such matters are by mutual consent between the State and one or more Competitors and play no part in these Competition Conditions.

3.2 Stage One and Stage Two evaluation criteria

In reviewing the Submissions the Jury will be informed by the following evenly weighted Evaluation Criteria (Evaluation Criteria).

The strength of the Submission to deliver:

- A civic and cultural place
- Best practice in sustainable design
- Enhanced connectivity to the City and its context
- Public open space as an extension of the Park Lands
- Respect for the Site's cultural and built heritage through adaptive reuse and innovative new uses
- An economically viable proposal that supports the East End Precinct, the City of Adelaide and South Australia
- Exploration of the relationship with the adjacent cultural precinct and university campus

These criteria reflect the Competition's Objectives (clause 3 of the Brief).

3.3 People's Choice Award and exhibition

It is intended that the Shortlisted Competitors' Stage Two Submissions will be presented in an exhibition and made available online, with members of the South Australian public able to vote for the purpose of determining the People's Choice Award (People's Choice Award). It is intended that the Stage Two Submissions exhibited online for the purpose of the People's Choice Award will be in the same form, and include the same details as the Stage Two Submissions submitted to the Jury for evaluation.

The State reserves the right to not exhibit a Submission if it is considered to include material of an offensive or inappropriate nature.

The People's Choice Award voting process is entirely separate to the Jury selection process. The People's Choice Award is intended to be announced at the same time as the Jury's announcement of the winning designs. The Jury will not be made aware of the People's Choice Award design prior to the announcement of the Jury's prizes.

The People's Choice Award design will be entitled to a prize of \$5000.

3.4 Communications and correspondence

CityLab has been engaged by ODASA to act as the Competition Adviser. With the exception of probity concerns in relation to the Competition, which will be managed in accordance with clause 6.7, any communication of any kind in relation to this Competition, which a Registrant may wish to initiate must be addressed in writing to the Competition Adviser, and not to the State, the Jury members or any other government agency or Adviser. All communications should be sent to Andrew Mackenzie via the following email: rah@citylab.com.au

Any queries related to probity concerns should be sent directly to the Probity advisor Anne Dalton via the following email: anne@daltonandassoc.com

Stage One

During Stage One, the Competition Adviser will be the sole point of contact for Registrants.

Registrants may ask questions pertinent to the Competition via the Competition Adviser email address as noted above, using their Competitor Registration Number.

The Competition Adviser will send responses to all questions to the full list of Registrants, unless such communication threatens to breach confidentiality, in which case responses may be in confidence between the Competitor and the Competition Adviser.

Questions must be received in writing within the time specified in the Competition timetable and the Competition Adviser will endeavour to circulate responses within five business days and in any case no later than the date specified in the Competition timetable.

Mid-Competition Review

Each of the Shortlisted Competitors will be provided with the opportunity to have direct interaction with the PRG during a Mid-Competition Review. It is a matter for each Shortlisted Competitor whether they participate in the Mid-Competition Review.

This review may occur anytime for a period of up to three weeks after the announcement of the Shortlisted Competitors and will be controlled by the Competition Adviser.

Shortlisted Competitors may give a presentation to the PRG during the Mid-Competition Review and may submit a list of questions to the PRG. The PRG may respond to the questions and issues identified by the Competitors. The Shortlisted Competitors remain required to address the Design Brief and the PRG is not authorised to amend the Design Brief.

The State may require Shortlisted Competitors to agree to comply with probity arrangements in order to participate in the Mid-Competition Review.

Stage Two

In addition to any questions raised during the Mid-Competition Review, the Shortlisted Competitors will be given the opportunity of putting questions in writing to the Competition Adviser during the design period. The Competition Adviser will advise all Shortlisted Competitors of all questions and responses, unless such communication threatens to breach confidentiality, in which case responses may be in confidence between the Competitor and the Competition Adviser.

Questions must be received in writing within the time specified in the Competition timetable and the Competition Adviser will endeavour to circulate responses within five business days and in any case by no later than the date specified in the Competition timetable.

Subject to these Competition Conditions, Shortlisted Competitors are free to develop, edit and modify their Stage One Submission in any way in their Stage Two Submission.

Release of confidential information

Registrants and Shortlisted Competitors (as applicable) should note that where questions and their answers assist in clarifying aspects of the Brief of Conditions, those questions and answers will be released to other Registrants and Shortlisted Competitors (as applicable) in the interests of fairness and equal opportunity. Questions should therefore avoid proprietary or confidential information. This includes information that discloses a Registrant or Competitor's design intent. Where such information is disclosed The State and the Competition Adviser undertake to ensure such information remains confidential.

However The State and the Competition Adviser will not be liable to the Registrant or Shortlisted Competitor for publishing such information unintentionally.

3.5 Competition timetable

The Competition timetable is set out below:

Competition Stage One

Registrations period (4 weeks)	18 July – 14 August
Stage One Competition period (6 weeks)	18 July – 28 August
Stage One Submissions close	2pm, 28 August
Stage Two Announcement of shortlist	13 September

Mid-Competition Review

First one-on-one session (optional)	To be confirmed
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Competition Stage Two

Stage Two Competition period (8 weeks)	16 September – 8 November
Stage Two Submissions close	2pm 8 November
Jury presentations (two days)	18 – 20 November
People's Choice Award exhibition and online vote (Stage Two Submissions only)	22 – 28 November
Jury announcement	2 December
People's Choice Award announcement	2 December
Stage One and Stage Two Submissions exhibition	25 November – 18 December

his table is subject to change. Prior to registration of Registrants, changes to the timetable will be posted on the Competition website. After registration, Registrants will be notified directly by the Competition Adviser through the online information management system.

3.6 Lodgement

Submissions must be lodged before the closing time specified in the Competition timetable for each of Stage One and Stage Two.

Submissions lodged after the closing time or lodged at a location or in a manner that is contrary to that specified in these Competition Conditions may be disqualified from the Competition and may be ineligible for consideration, except where the Registrant

can clearly demonstrate (to the reasonable satisfaction of the Competition Adviser in consultation with the Probity Adviser) that late lodgement of the Submission:

- resulted from the mishandling of the Submissions by the Competition Adviser
- was hindered by a major incident or issues associated with either online or physical delivery of the Submissions (in Stage One and Two respectively) and the integrity of the Competition will not be compromised by accepting a Submission after the closing time.

Subject to the Competition Conditions, all Submissions lodged after the closing time will be recorded by the Competition Adviser and will only be screened for the purposes of identifying the name and address of the Registrant. The Competition advisor will notify a Registrant whose Submission was lodged after the closing time of its ineligibility.

The determination of the Competition Adviser as to the actual time that a Submission is lodged and whether the Competition Adviser accepts late Submissions based on the above considerations is final.

The Competition Adviser reserves the right to withhold from the Jury any Submission or any other material from a Competitor that is not submitted consistent with Competition requirements.

In order to participate in the Competition and lodge a Submission, all Registrants ensure that materials lodged are consistent with clause 4.1 and 4.2.

3.7 Online lodgement system

Details of the online lodgement system (OLS) will be made available to all Registrants.

3.8 Single registration and Submissions

A legal entity is restricted to registering once and must only lodge one Stage One Submission. If a Competitor lodges more than one Submission, the last lodged Submission will be accepted and all prior Submissions will be withdrawn from further consideration.

3.9 Transfer of rights

Competitors are prohibited from selling, assigning or transferring any of their rights in relation to their participation in the Competition to a third party prior to the announcement of the Jury's shortlist at the conclusion of Stage One.

3.10 Language

All documents submitted for the Competition must be in English.

3.11 Prize money

Stage One – Selection of Shortlisted Competitors

From the Competitors in Stage One, the Jury will select a maximum of six Shortlisted Competitors, who may be invited to proceed to Stage Two.

Stage Two – Selection of the winning, second and third placed designs

From the Shortlisted Competitors, the Jury may select one as the winning design of the Competition (Winner) and may select second and third placed designs.

The Jury is required to select only one Winner. The Jury may decide to award a joint second prize

Allocation of prize pool

The State will accept the decision of the Jury to be made at the end of Stage Two. Prize winners will be required to invoice for the amount of the prize within 30 days of notification. Subject to this clause 3.11, the State undertakes to pay within 30 days of receipt of a Tax Invoice the following payments (all amounts exclude GST):

- First prize: \$200,000
- Second prize: \$70,000
- Third prize: \$30,000
- People's Choice Prize \$10,000

Each Shortlisted Competitor will receive an honorarium payment of no less than \$100,000 (exl GST) and the State undertakes to pay within 30 days of receipt of a Tax Invoice the following payments:

- 50% at the commencement of Stage 2
- 50% on receipt of a Shortlisted Competitor's Stage 2 Submission, which is substantially in accordance with the Competition Conditions.

Redistribution of prize pool

The Jury may, at its absolute discretion, redistribute the prize pool in the following circumstances:

- if there are less than six Shortlisted Competitors selected by the Jury, the Jury may redistribute the \$600,000 allocated for equal honorarium payments to each of the Shortlisted Competitors
- if the Jury decides to share the second and third places, the Jury may redistribute the second and third prize amounts.

3.12 Notification of Award

Following the Jury's selection of the Shortlisted Competitors all Competitors will be notified of the Jury's decision.

Following the Jury's selection of winner and placed Competitors, all Competitors will be notified of the Jury's decision.

3.13 Abandonment

The State reserves the right, where it is reasonable and necessary, to abandon the Competition at any time.

If the Competition is abandoned during Stage Two the honorarium paid to entrants will be \$50,000 plus a proportion of the second \$50,000 payment equal to the number of weeks elapsed divided by the total number of weeks allowed for Stage 2. Such payments will be in full and final settlement of any claim whatsoever by any Shortlisted Competitor against the State.

4 Submission format

All electronic files submitted by Competitors:

- must comply with the file name, file format and maximum file size requirements in the Deliverable tables below, as applicable
- For Stage One files, must not contain Identifying Marks in accordance with clause 2.9
- must not contain any protection features that may limit the State's ability to open the file.

4.1 Stage One

These instructions apply to Stage One Design Submissions only.

- Hardcopy material, physical models and data storage devices etc. will not be accepted.
- Stage One Submissions must be lodged by uploading files using the OLS, carefully following lodgement instructions to be delivered to all Registrants.
- Stage One Submissions must be composed of the following three files.

Deliverable File 1: Presentation boards

A maximum of three presentation boards saved at A3 page size and laid out in horizontal 'landscape' format.

Presentation boards must include the following:

Images

- One masterplan, including the Site and key interfaces.
- Other material that may be included at the Competitor's discretion:
 - schematic and spatial diagrams
 - schematic cross sections and long section
 - renders and ground level visualisations
- other visual reference material as appropriate, ensuring compliance with clause 2.9.

Text

- Board 1: Executive summary
Text describing the Submission proposal's primary intent and key elements. Word count should be no more than 300 words.
- Boards 2 and 3: Evaluation criteria
Text describing how the design proposal responds to the Evaluation Criteria. No more than a total of 1000 words in Arial 12 point, which should address the evaluation criteria.

Deliverable File 2: Images

One compressed file containing all images used on presentation boards.

Deliverable File 3: Text

One text file that can be opened in Microsoft Word. The text file must include all text used on the presentation boards and include the Competitor's Registration Number in the top right of each page.

File requirements

The following table provides a summary of the deliverables:

File No.	File content description	File name	File type	File size (max)
1	Presentation boards	xxx-boards	PDF	15M B
2	Presentation board images	xxx-images	ZIP	20M B
3	Presentation board text	xxx-text	DOC	1MB

Where 'xxx' represents the Competitor's three digit Registration Number.

Each board must be marked with the board number as follows: 1 of 3, 2 of 3, 3 of 3. If fewer than three boards are submitted, the total number of boards must be adjusted accordingly.

4.2 Stage Two

These instructions apply to Stage Two Submissions only.

- Stage Two Submissions must be submitted on a USB data storage device to: ODASA, GPO Box 1533, Adelaide SA 5001
- Stage Two Submissions must be composed of the following seven files.

Deliverable File 1: Presentation boards (x6)

Stage Two Submissions must contain up to six presentation boards saved as one PDF. Board size must be A1 and contain no more than 3000 words in total using Arial 12 point and laid out in horizontal 'landscape' format. Boards should include the following:

Images

Plans

- Masterplan of the site and the extent of key interfaces and the wider precinct.
- Detailed site plans, as required, demonstrating the Competitor's Submission proposal.

Elevations

- A range of elevations as required demonstrating the Competitor's Submission proposal.

Sections

- A range of sections as required, demonstrating the Competitor's Submission proposal.

High resolution renders

- A series of high resolution renders that clearly illustrate the key design qualities of the proposal.

Text

Board 1 Executive summary

- Text describing the proposal's primary intent and key elements of the

design proposal. Word count should be no more than 800 words.

Boards 2 – 6: Evaluation criteria

- Text describing how the design proposal responds to the Evaluation Criteria

Deliverable File 2: All images

Stage Two submissions must include a compressed file of images used in the presentation boards however it may also include images not included in presentation boards and which may provide additional information as necessary.

Deliverable File 3: Text

Competitors must also submit a separate document as a text file that can be opened in Microsoft Word. The text file is to include all relevant text set out on the presentation boards, as well as the text required below. The content of the text file must include the Shortlisted Competitor's Registration Name in the top right-hand corner of each page.

In addition to text used on presentation boards, this text file should include information describing the Submission proposal in sufficient detail to enable:

- engineering, technical, functional and construction method review
- preliminary estimate of the cost of the works, preparation of a program and estimate of the value and benefits
- stakeholder consultation
- strategic assessment and preliminary business case.

The description may include a maximum of 10,000 words and may include graphic material.

The actual delivery of preliminary cost estimates and business case are not a requirement at this stage, however sufficient information to allow these to be generated following the Submissions is required.

Deliverable File 4: Model

One file containing a three-dimensional digital model of the Submission proposal.

Deliverable File 5: Video animation

One file containing a two-minute animation of the Submission proposal.

Deliverable 6: Area schedule

One spreadsheet file that can be opened in Microsoft Excel. The spreadsheet file is to contain an area schedule as per below. The content of the text file must include the

Shortlisted Competitor's Registration Name in the top right-hand corner of each page.

A tabulated summary of spatial allocations and building uses, which indicates areas stated in square metres. The area schedule should identify as applicable:

- fully enclosed covered areas, unenclosed covered areas and open areas within the Site
- external works (works external to the Site)
- useable floor areas, net lettable areas and gross lettable area retail as applicable
- other relevant parameters such as number of car spaces, hotel rooms and so forth, as applicable.

Deliverable 7: Local content declaration

A declaration made by the Shortlisted Competitor stating the name of a South Australian practice/business that is part of the Stage Two team, in accordance with clause 2.4.

File requirements

The following table provides a summary of the deliverables:

File No.	File content description	File name	File type	File size (max).
1	Presentation boards	xxx-boards	PDF	120MB
2	All images	xxx-images	ZIP	200MB
3	Text	xxx-text	DOC	1MB
4	Model	xxx-model	Note1	1GB
5	Video Animation	xxx-video	Note2	1GB
6	Area schedule	xxx-areas	XLS	5MB
7	Local content declaration	Xxx-local content	DOC	1MB

Where 'xxx' represents the Competitor's three digit Registration Number.

Each board must be marked with the board number as follows: 1 of 6, 2 of 6, 3 of 6... etc. If fewer than six boards are submitted, the total number of boards must be adjusted accordingly.

5 Post-Competition Consultancy

The Competition is an ideas competition, and as such there is no expectation that one or more Competitors will be contracted beyond the Competition. However the State may, in its absolute discretion, determine to contract one or more Competitors to develop their Submission after the Competition is complete. It is not obligated to contract the winner or place-getters, and may choose to contract any Competitor entirely at its own discretion.

The purpose of such a contract will be to enable further investigation of the relevant Submission. It is intended that such further investigation will develop the design and prepare architectural design documentation for the following purposes:

- engineering, technical, functional and construction method resolution
- scoping and obtaining required statutory and other approvals
- development of a business case for future activity, including constructing a building or buildings corresponding to that Submission.

If the State determines to proceed with one or more Post-Competition Consultancies the State will enter into a contract with a Competitor on mutually agreed terms, the details of which will be determined at that time.

5.1 State right not to proceed with Post-Competition consultancy

The State reserves the right, in its absolute discretion, not to enter into Post-Competition Consultancies with any Competitor (including the Winner), not to proceed with the Submission of the Winner selected by the Jury or of any other Competitor and not to proceed with any other activity in relation to the Competition for any reason.

6 Management of the Competition

6.1 Competition proponent

The Competition will be carried out by ODASA as authorised by the State.

6.2 Advisers

Competition Adviser CityLab

Probity Adviser Anne Dalton Associates

anne@daltonandassoc.com

6.3 Jurors

Members of the Jury

The Jury will include:

- Shelley Penn (Chair)
- Catherin Bull
- Timothy Hill
- Timothy Horton
- Bob Nation
- Catherin Slessor
- Marcus Spiller

Report

At the conclusion of both Stage One and Stage Two of the Competition, the Jury will provide a written report to the State. The State will publish the Jury report.

Authority of the Jury

The Jury will be responsible for the selection of the Shortlisted Competitors at the conclusion of Stage One and the winning, second and third placed designs at the conclusion of Stage Two.

The Jury may not consider any Submission if the Competitor is assessed by the Competition Adviser (in consultation with the Probity Adviser) to be ineligible or, if the Competitor is disqualified.

All decisions by the Jury on the selection of the Shortlisted Competitors and the winning, second and third placed designs, will be final. To the maximum extent permitted by law, there will be no right of review or appeal on these matters.

6.4 Project Reference Group

The Project Reference Group (PRG) will be appointed by the State from those stakeholders who have assisted in preparing the Design Brief and will review Stage One Submissions and may make recommendations for addenda to the Brief for Stage Two. No member of the PRG will participate in the Competition.

7 Procedures to protect the integrity of the Competition

7.1 Procedures to ensure equality of treatment and access and to preserve the probity of the Competition

The success of the Competition requires all Competitors to adhere to strict standards of behaviour throughout the process. It is imperative that the probity of the process is maintained and that all Competitors are treated equally and have the same opportunity to participate in the Competition.

The Competitor acknowledges and agrees, as a condition of its participation in the Competition:

- to comply with these Competition Conditions
- to act at all times consistently with the above governing principles and not to engage in activities or behaviour which bring, or which have the potential to bring, any part of the Competition into disrepute or so as to compromise the probity, integrity or equality of the Competition
- to disclose to the Competition Adviser and Probity Adviser any conflict of interest in relation to the Competition
- not to seek from the State or its Advisers, the Jury or the PRG, preferential treatment or consideration or preferential access to information, assistance or advice with respect to or about any part of the Competition
- not to seek access to, disclose, publish or otherwise misuse confidential information obtained, received or made available from the State or pertaining to any other Competitor for the purpose of obtaining an unfair advantage in the process
- not to obtain or attempt to obtain access to the State or its Advisers, the Jury or the PRG with respect to the Competition (accordance with these Competition Conditions or in respect of matters other than the Competition)
- not to make or publish any statement or information with respect to this Competition or the Competition except as allowed by these Competition Conditions or as mandated by law or as otherwise previously agreed in writing by the Competition Adviser

- not to make or encourage any public comment which is intended to have, has or has the potential to have an adverse affect on the public repute or the consideration or treatment of another Competitor or the competitiveness of the Competition
- not to improperly interfere with the consideration of any Submission, the preparation or making of any report, recommendation or decision of the Jury in relation to any part of the Competition
- not to improperly interfere with the State's decision as to whether to proceed with the Project
- to cooperate fully with the Probity Adviser, including, by providing relevant information, to enable the Probity Adviser to conduct necessary investigations relating to potential breaches of these Competition Conditions.

7.2 Unauthorised communications

Communications (including promotional and advertising activities) with members of the Jury, State employees involved in the Competition or any Advisers engaged by the State for the purposes of the Competition (other than expressly provided for in the Competition Conditions) are not permitted during the Competition in relation to the Competition.

Competitors must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Competition in any way.

Communications with any person in relation to the Competition other than in accordance with the Competition Conditions may lead to disqualification of the Competitor.

7.3 Anti-lobbying, improper assistance and solicitation

Registrants are prohibited from engaging either directly or indirectly in lobbying activities or improper interference of the Jury, the State or the public with respect to any aspect of the Competition or engaging in any activities likely to give rise to the perception that they have engaged in lobbying activities or improper interference with respect to the Competition.

Registrants must not seek or obtain the assistance of the Jury, State employees involved in the Competition or Advisers engaged by the State for the purpose of the Competition in the preparation of their Submission. In addition to any other remedies available to the State under law or contract, a Registrant may be immediately disqualified if the Registrant has sought or obtained such assistance.

Nothing in this clause will prevent contact with the Competition Adviser, Probity Adviser or Design Brief panel in accordance with these Competition Conditions.

7.4 Anti-competitive conduct

Registrants must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Registrant or any other person in relation to the preparation, content or lodgement of their Submission.

In addition to any other remedies available to the State under law or contract, a Registrant may be immediately disqualified if it has engaged in such collusive or anti-competitive conduct.

7.5 Confidentiality of State information and no public comment

The Site Information and any information provided to Registrants is confidential unless and until the State decides that it may be released to the public.

The Registrant must not make or encourage public comment in relation to its Submission, its participation in the Competition or any other matter or thing relevant to the Competition without the prior written consent of the Competition Adviser.

7.6 Confidentiality of Submissions

The State and Competition Adviser will maintain the confidentiality of all Competitors until the announcement of Stage Two Shortlisted Competitors. At that time all Stage One Competitors and their submissions will be available for public viewing online.

The State will not disclose Submissions or design information prior to this time except:

- as required by law including, for the avoidance of doubt, as required under the Freedom of Information Act 1991 (SA)
- to external consultants and Advisers of the State engaged to assist with the Competition
- general information from Competitors required to be disclosed by government policy
- otherwise in accordance with these Competition Conditions.

7.7 Complaints

The State is committed to ensuring that the Competition is fair and equitable for all parties.

Any complaint about the Competition must be submitted to the Probity Adviser in writing immediately upon the cause of the complaint arising or becoming known. The written complaint must set out:

- the basis for the complaint (specifying the issues involved)
- how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint
- any relevant background information
- the outcome desired by the person or organisation making the complaint.

8 Intellectual Property

8.1 Ownership of Intellectual Property Rights

These Competition Conditions do not affect the ownership of any Intellectual Property Rights in any Submission.

8.2 Warranties and Indemnity

By entering the Competition, each Competitor warrants that:

- the Competitor owns (or has the right to exercise) the Intellectual Property Rights in each Submission, such that the Competitor is able to grant the Intellectual Property Rights licences mentioned below
- the use, editing or reproduction by the State or any third party of the Competitor's Submission in accordance with these Competition Conditions will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, confidentiality, Intellectual Property Rights, moral rights or defamation); and
- indemnifies the State (and its sub-licensees) against all loss, damage or costs arising from a breach of the above warranty.

8.3 Use of Submissions for the Competition and future strategic planning purposes

By entering the Competition each Competitor:

- acknowledges that the State will have the right to exhibit, photograph, archive, electronically store, duplicate or record all Submissions without fee or restriction
- grants the State a worldwide, royalty-free, perpetual and irrevocable licence to use, edit and reproduce the Competitor's Submission in any way for the purposes of conducting or promoting the Competition, including communication to the public of the Competitor's Submission. There is no fee or cost for this licence. This licence applies only for purposes that relate to this site and may not be used or exploited in any way for sites other than the Royal Adelaide Hospital Site
- acknowledges that the Competitor's Submission and the Competitor's Registration Name may be made publicly available by the State and may be accessible to the general public to view
- warrants that it is able to confer on the State the licences specified in these Competition Conditions and, for this purpose, has obtained any necessary licences from third parties.

8.4 Use of Submissions for the purposes of Post-Competition consultancy

In the event that the State decides to initiate a Post-Competition consultancy with a Competitor, or multiple Competitors, the State and the contracted Competitor/s agree to treat Intellectual Property Rights in the contracted Competitor's Submission as follows:

- the contracted Competitor grants the State a worldwide, royalty-free, perpetual and irrevocable licence to use and exercise all Intellectual Property Rights in the contracted Competitor's Submission in any way for the purposes of design development, including for the purposes of constructing (or having any third party construct) a building or buildings corresponding to that Submission. This licence includes, without limitation, the right to:
 - edit, adapt or alter the Submission
 - publish the Submission and communicate it to the public
 - ensure that any attribution by the State of authorship of design services conducted within the post-Competition consultancy is accurate and furthermore

commits to acknowledge and recognise any substantial alteration to the Submission by the State

- both contracted Competitor and State agree to seek reasonable terms for the use of Intellectual Property associated with post-Competition Design services, to be mutually agreed within the post-Competition contract and mutually agreed at that time.

Competitors should note that the Intellectual Property principles described above are intended to be a high-level description of the treatment of Intellectual Property Rights under the terms of a Post-Competition consultancy and do not limit or replace the terms of a contract that may follow the Competition.

9 State reserved rights

The State and the Competition Adviser (as applicable) reserve the right, in their absolute discretion:

- to require a Registrant to resubmit the Registration Form in a legally binding form at any time
- to abandon the Competition, and if the Competition is abandoned before the Jury has selected the Shortlisted Competitors not to pay any compensation
- for the Jury to select the winning design, and the State to proceed to enter into a Post-Competition consultancy with one or more Competitors
- to change any information in, or to issue addenda or revisions to, the Competition Documents, including the Design Brief
- to restrict the period during which the State will accept questions during Stage One and Stage Two and reserves the right for the Competition Adviser not to respond to any questions or request, irrespective of when such question or request is received
- to display or not display Submissions of any Competitor, including those Competitors
- not to exhibit any inappropriate or offensive Submissions
- to publish the names of the Shortlisted Competitors at the conclusion of Stage One
- not to enter into a Post-Competition consultancy with any Competitor (including the Winner), not to proceed with the Submission of the Winner selected by the Jury or any other Competitor and not to proceed with the Project or any other activity in relation to the Competition for any reason

- to replace members and to nominate additional members to the Jury only if this become necessary in the event of one or more nominated Jury members resigning, being unable to continue to act or breaching the terms of appointment at any time.

Nothing in these Competition Conditions will unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the State to exercise its executive powers or any of its functions or powers pursuant to any legislation.

10 Liability

10.1 Costs and disbursements

All costs and disbursements incurred by Registrants in participating in the Competition, the preparation and lodgement of a Submission are the sole responsibility of the Registrant.

The State will not be responsible for, nor pay for, any expense or loss that may be incurred by the Registrant in relation to participating in the Competition and preparation or lodgement of a Submission.

The Competitors will be, and the State will not be, responsible for any tax implications in Australia or any other jurisdiction that may arise to Competitors from the prize winnings. Independent taxation and financial advice should be sought by the Competitor.

Unless otherwise stated, all amounts in these Competition Conditions exclude GST, if any. If GST applies to anything supplied under or in connection with these Competition Conditions, the party must provide a Tax Invoice or Adjustment Note at or before the time of payment of any amount under or in connection with these Competition Conditions.

The State is not liable to a Registrant for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Competitor's participation in the Competition, including without limitation, instances where:

- the State does not enter into a Post-Competition consultancy with the Competitor
- the State exercises any right under these Competition Conditions or at law.

10.2 Governing law and jurisdiction

These Competition Conditions are governed by the laws applying in the State of South Australia.

Each Competitor must comply with all relevant laws in preparing and lodging its Submission and in taking part in the Competition.

11 Definitions

Brief means the design brief, which in this Competition is less a series programmatic and spatial requirements than a broadly framed description of design ambition for the site.

Competition means the Royal Adelaide Hospital Site Ideas Competition.

Competitor means a Registrant that has submitted a Stage One Submission and that Submission has been accepted.

Competition Adviser means an adviser who is the principal point of contact with those participating in the Competition and whose functions are outlined across multiple clauses within the Conditions.

Deliverables means those items that are required to be included in a Stage One or Stage Two Submission, and which are itemised in clause 4.1 and clause 4.2 respectively.

Evaluation Criteria means the criteria that the Jury are required to assess all Submission against, in accordance with clause 3.2

Identifying Marks means any name, business name or logo, motto, identification or distinguishing mark.

Intellectual Property Rights means any and all intellectual property rights throughout the world, including copyright (including future copyright), trade mark, design, patent and circuit layout rights and all other intellectual property rights, whether registered or unregistered.

Jury means the seven experts listed in clause 6.3.1, who will evaluate Stage One and Stage Two Submissions.

ODASA means the Office of Design and Architecture South Australia. ODASA is the Competition's principal proponent, on behalf of the South Australian Government.

OLS means the Online lodgement system, through which all Stage One Submissions must be lodged.

Post-Competition Consultancy means the potential contracting of a Competitor after the Competition, in accordance with clause 5.

PRG means the Project Reference Group as outlined in clause 6.4

Prize money means the amounts allocated for both Stage Two honoraria and for the Competition Winner and place getters in accordance with clause 3.11.

Probity adviser means an adviser who ensures the Competition is managed with a high level of fairness, transparency and equity.

RAH means the Royal Adelaide Hospital.

Registrant means an entity that submitted a Registration form to in accordance with the Conditions, and that Registration has been accepted.

Registration means the process of completing and submitting the Registration form in accordance with the Conditions.

Registration Form means the form available online at the Competition website, which must be completed and submitted in order to Register to participate in the Competition.

Registration Name means the registration name nominated by the Registrant on the Registration Form.

Registration Number means the unique registration number that will be issued to all Registrants.

Shortlisted Competitor means a Competitor that has been shortlisted to participate in Stage Two.

Site Information means the collection of documents and files made available to all Registrants, which are provided to assist in the developing Stage One and Stage Two Submissions.

Stage One means the first stage of the Competition in which high level design strategies are invited from Competitors.

Stage Two means the second stage of the Competition in which Stage One proposals are expected to undergo detailed development and resolution.

State means The South Australian Government.