

## Request for Quotation

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<b>Request for Quotation:</b>	<i>Northam Aboriginal Environmental and Interpretive Centre Interior Fit-Out</i>
<b>Deadline:</b>	<i>Tuesday 28<sup>th</sup> November 2017</i>
<b>Address for Delivery:</b>	395 Fitzgerald St, Northam (or) <a href="mailto:records@northam.wa.gov.au">records@northam.wa.gov.au</a>
<b>RFQ Number:</b>	<i>RFQ 5 of NAEIC – Media Software</i>

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## 1. Conditions of Quotation

### 1.1 Definitions

Below is a summary of some of the important defined terms used in this Request for Quotation document.

<b>Attachments:</b>	The documents you attach as part of your Quotation.
<b>Contractor:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Deadline:</b>	The deadline for lodgement of your Quotation as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the Construction of the Northam Aboriginal Environmental and Interpretive Centre Interior Fit-Out as outlined in Parts 1 to 5
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Northam
<b>Quotation:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Request OR RFQ OR Request for Quotation</b>	This document.
<b>Requirement:</b>	The Goods and Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Quotation.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.

## 1.2 Quotation Documents

This Request for Quotation is comprised of the following parts:

- Part 1 – Request for Quotation (This document)
- Part 2 – Formal Agreement
- Part 3 – General Conditions of Contract
- Part 4 – Pricing Schedule
- Part 5 – Specifications

### Separate Documents

- a) Addenda and any other special correspondence issued to Contractors by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

## 1.3 How to Prepare Your Quotation

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Return the Invitation to Quotation Acknowledgment (Section 2 of this document) as soon as possible prior to the closing date. This will ensure you are registered to receive any additional information required to review prior to the closing date of the Quotation;
- d) Make sure you have signed the Offer Form (Section 3 of this document) and responded to all of the Selection Criteria; and
- e) Lodge your Quotation before the Deadline.

## 1.4 Contact Persons

Contractors should not rely on any information provided by any person other than those listed below:

<b>Name:</b>	Ross Rayson
<b>Telephone:</b>	(08) 9622 6100
<b>Email:</b>	records@northam.wa.gov.au
<b>Name:</b>	Brooke Evans
<b>Telephone:</b>	(08) 9622 6100
<b>Email:</b>	records@northam.wa.gov.au

## 1.5 Lodgement of Quotation and Delivery Method

The quotation must be lodged by the Deadline. The Deadline for this request is **Tuesday 28<sup>th</sup> of November 2017 at 4:00pm**

The Quotation is to be:

- a) Placed in a sealed envelope clearly endorsed with the quotation number and title as shown on the front cover of this Request; and

- b) Delivered by hand and placed in the Quotation Box at Shire of Northam 395 Fitzgerald Street, Northam 6401 (by the Contractor or the Contractor's private agent) or sent by registered mail addressed to the Quotation Box at Shire of Northam 395 Fitzgerald Street, Northam 6401
- c) Electronic mail quotations must be sent to [records@northam.wa.gov.au](mailto:records@northam.wa.gov.au) prior to the Deadline
- d) Quotations submitted by Facsimile will not be accepted.

Contractors must ensure that they have provided 3 signed copies of their Quotation; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Quotation must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

## 1.6 Rejection of Quotations

A Quotation will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

## 1.7 Late Quotations

Quotations received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

## 1.8 Acceptance of Quotations

Unless otherwise stated in this Request, Quotations may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Quotation and may reject any or all Quotations submitted.

## 1.9 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Contractors will be given particulars of the successful Contractor(s) or be advised that no Quotation was accepted.

## 1.10 Quotation Validity Period

All Quotation will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Quotation, whichever is the later unless extended on mutual agreement between the Principal and the Contractor in writing.

## 1.11 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in Part 3 General Conditions of Contract, associated Part 4 Annexures and Addendums

## 1.12 Alternative Quotation

All Alternative Quotations may be accompanied by a conforming Quotation.

Quotations submitted as Alternative Quotations or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “**Alternative Quotation**”.

The Principal may in its absolute discretion reject any Alternative Quotation as invalid.

Any printed “General Conditions of Contract” shown on the reverse of a Contractor’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Quotation is marked as an Alternative Quotation.

## 1.13 Contractors to Inform Themselves

Contractors will be deemed to have:

- a) examined the Request and any other information available in writing to Contractors for the purpose of quoting;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Quotation which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Quotation including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Quoting and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Contractor and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

## 1.14 Alterations

The Contractor must not alter or add to the Request documents unless required by these Conditions of Quoting.

The Principal will issue an addendum to all registered Contractors where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

## 1.15 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Contractor;

so as to assess that Quotation and may consider such materials as tools in the Quotation assessment process.

Contractors may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Contractors are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions

of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Contractors and will be treated as strictly confidential.

## 1.16 Evaluation Process

This is a Request for Quotation.

Your Quotation will be evaluated using information provided in your Quotation.

The following evaluation methodology will be used in respect of this Request:

- a) Quotations are checked for completeness and compliance. Quotations that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Quotations are assessed against the Selection Criteria. Contract costs are evaluated (e.g. quoted prices) and other relevant whole of life costs are considered.
- c) The most suitable Contractors may be short listed and may also be required to clarify their Quotation, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Contractor.

A Contract may then be awarded to the Contractor whose Quotation is considered the most advantageous Quotation to the Principal.

## 1.17 Selection Criteria

The Contract will be awarded to a sole Contractor who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Quotation containing the lowest price will not necessarily be accepted, nor will the Quotation ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Quotation that provides all the information requested will be assessed as satisfactory. The extent to which a Quotation demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Quotation will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

## 1.18 Compliance Criteria

These criteria are detailed within this document and will not be point scored. Each Quotation will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Quotation from consideration.

## 1.19 Qualitative Criteria

In determining the most advantageous Quotation, the Evaluation Panel will score each Contractor against the qualitative criteria as detailed within this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.



It is essential that Contractors address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the quotation evaluation process or a low score.

## 1.20 Local Price Preference

A price preference will apply to suppliers who are based in, operate from or source goods or services from within the Shire in relation to all quotations invited by the Shire for the supply of goods, services and construction (building) services.

The Local price preference enables suppliers to be evaluated as if the proposed quotation bid price were reduced in accordance with permitted price preferences as specified below in this policy.

This policy will operate in conjunction with the purchasing considerations and procedures as outlined in the Council's 'Purchasing Policy' when evaluating and awarding contracts.

### 1.20.1 Qualifying Criteria

#### Local Supplier

A supplier of goods or services who submits a quotation is regarded as being a local contractor if:

- i. the supplier has a physical business premises (in the form of an office, depot, shop, outlet, headquarters or other premises where goods or services are being supplied from), located within the Shire. This does not exclude suppliers whose registered business is located outside the Shire but undertake the business from premises located in the Shire;
- ii. a business having permanent staff that are based at the business premises located within the Shire;
- iii. management or delivery of the majority of the outcomes will be carried out from the business premises located in the shire; and

In order for the policy to apply, the supplier is required to provide to the Shire sufficient evidence which demonstrates compliance with the above criteria.

### 1.20.2 Local Price Preference Value

#### Goods and Services

Up to a 10% price preference (to a maximum price reduction of \$100,000 excluding GST) where goods and services are sourced from within the Shire of Northam

## 1.21 Ownership of Quotations

All documents, materials, articles and information submitted by the Contractor as part of or in support of the Quotation will become upon submission the absolute property of the Principal and will not be returned to the Contractor at the conclusion of the Quotation process PROVIDED that the Contractor be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## 1.22 Canvassing of Officials

If the Contractor, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Quotation made by it or any other Contractor, then regardless of such canvassing having any influence on the acceptance of such Quotation, the Principal may at its absolute discretion omit the Contractor from consideration.

## 1.23 Identity of the Contractor

The identity of the Contractor is fundamental to the Principal. The Contractor will be the person, persons, corporation or corporations named and whose execution appears on the Offer Form of this Request.

## 1.24 Costs of Quoting

The Principal will not be liable for payment to the Contractor for any costs, losses or expenses incurred by the Contractor in preparing their Offer.

## 1.25 Quotation Opening

Not applicable.

## 1.26 In House Quotation

The Principal does not intend to submit an In House Quotation.

## 1.27 Works Under Contract

The works and services to be performed under the Contract is for the Northam Aboriginal Environmental and Interpretive Centre as directed by the Principal or its nominated representative.

The WUC will be awarded as a lump sum contract. A full statement of the goods/services required under the proposed contract appears in Part 6 (Specifications).

## 1.28 Definitions

Below is a summary of some of the important defined terms used in this document:

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

## 1.29 Specific Requirements of the Contract

- a) Quality Control – All works and services performed throughout the term of the contract shall be completed using Inspection Test Plans (Quality control checklists)

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Specific HOLD POINTS to be agreed between the successful Contractor and the Principal. With the minimum requirements addressing:

- a. Product compliance certificates
- b. Testing requirements in accordance with standard testing methods and frequency.
- b) Safety Management - All works to be performed under a Principal approved safety Management Plan & System. (Including Traffic Management)
- c) Any other requirements outlined in the entire Quotation Package.

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## 2 Invitation to Quotation Acknowledgement

**IF YOU INTEND TO SUBMIT A QUOTATION FOR THIS CONTRACT YOU MUST COMPLETE THIS FORM AND EMAIL IT TO THE FOLLOWING EMAIL ADDRESSES:**

[records@northam.wa.gov.au](mailto:records@northam.wa.gov.au)  
and  
[csadmin@northam.wa.gov.au](mailto:csadmin@northam.wa.gov.au)

**BY EMAILING THIS FORM YOU WILL BE REGISTERED TO RECEIVE ANY ADDITIONAL INFORMATION THAT MAY ARISE AS A RESULT OF QUESTIONS RECEIVED BY THE PRINCIPAL IN RELATION TO THE SCOPE OF WORKS.**

**IN RESPONSE TO ANY QUESTION, THE PRINCIPAL WILL ISSUE THIS ADVICE TO ALL CONTRACTOR'S IN THE FORM OF CONTRACT ADDENDUMS DURING THE OPEN QUOTING STAGE.**

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We wish to confirm our interest in providing a quotation submission for the above mentioned project. The following contact details are provided for the purpose of receiving quotation addendums.

<b>Email:</b>	
<b>Contact Name:</b>	
<b>Company Name:</b>	
<b>Contact Phone Number:</b>	

*Note: Addendums will be sent via email to all registered Contractors.*

Yours faithfully:

For and on behalf of:

Date:

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## 3 Contractor's Offer

The Chief Executive Officer  
Shire of Northam  
395 Fitzgerald Street  
Northam WA 6401

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I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Quoting contained in this Request signed and completed.

The quoted price is valid up to ninety (90) calendar days from the date of the Quotation closing or forty-five (45) days from the Council's resolution for determining the Quotation, whichever is the later unless extended on mutual agreement between the Principal and the Contractor in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Quotation irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Quotation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of authorised signatory of Quotation: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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## 3.1 Selection Criteria

### 3.1.1 Compliance Criteria

Please tick ( - ) "Yes" or "No" column whether you comply with the following compliance criteria:

ITEM 1 - General	YES	NO
a) Contractors are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Quotation including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.		
b) Evidence of compliance / ability to provide the service contained in the Request. Including the identification of any service or contractual inclusions or exclusions.		
ITEM 2 - Quality	YES	NO
c) Compliance with the Quality Assurance requirement for this Request.		
ITEM 3 - Risk Assessment	YES	NO
<p>d) Risk Assessment</p> <p>Contractors must address the following information in an attachment and label it "Risk Assessment":</p> <ol style="list-style-type: none"> <li>1) An outline of your organisational structure inclusive of any branches and number of personnel.</li> <li>2) If companies are involved, attach their current ASC company extracts search including latest annual return.</li> <li>3) Provide the organisations directors/company owners and any other positions held with other organisations.</li> <li>4) Provide a summary of the number of years your organisation has been in business.</li> <li>5) Attach details of your referees. You should give examples of work provided for your referees where possible.</li> <li>6) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</li> <li>7) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</li> <li>8) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</li> <li>9) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</li> <li>10) Are you presently able to pay all your debts in full as and when they fall due?</li> <li>11) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</li> <li>12) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from</li> </ol>		

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<p>your bank and/or accountant.</p> <p>13) Contractors are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance Including:</p> <p>Public Liability Insurance \$20,000,000</p> <p>Professional Indemnity Insurance \$20,000,000</p> <p>Vehicle, Plant &amp; Machinery Insurance \$20,000,000</p> <p>Workers Compensation Insurance \$5,000,000</p> <p>If the Contractor holds "umbrella Insurance" ensure a breakdown of the required insurances are provided.</p> <p>A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.</p>		
<b>ITEM 4 - Occupational, Health &amp; Safety</b>	<b>YES</b>	<b>NO</b>
<p>e) Compliance with the following OSH management System Requirements:</p> <p><i>(If answered Yes, evidence must be provided)</i></p> <p><b><u>Policy &amp; Management</u></b></p> <p>14) Is there a written company health and safety policy?</p> <p>15) Is the OHS Management System audited or reviewed on a regular basis?</p> <p>16) Is there a company OHS organisation chart?</p> <p>17) Are health and safety responsibilities clearly identified for all employees?</p> <p>18) Are line managers held accountable for health and safety performances?</p> <p><b><u>Safe Operating Procedures</u></b></p> <p>19) Has the Contractor prepared safe operating procedures or specific safety instructions relevant to its operations?</p> <p>20) Are safe operating procedures or specific safety instructions issued to Employees?</p> <p>21) Does the company have any permit to work systems?</p> <p>22) Is there a documented incident investigation procedure?</p> <p>23) Do incident reports contain prevention recommendations?</p> <p>24) Are there procedures for maintaining, inspecting and assessing the hazard of plant operated/owned by the Contractor?</p> <p>25) Are there procedures for storing and handling hazardous substances?</p> <p>26) Are there procedures for assessing and controlling risks associated with manual handling?</p> <p><b><u>Workplace Inspection</u></b></p> <p>27) Are regular health and safety inspections at worksites undertaken?</p> <p>28) Is there a procedure by which employees can report hazards at the workplace?</p> <p><b><u>Consultation</u></b></p> <p>29) Are there employee elected health and safety representatives?</p> <p>30) Is there a company safety officer?</p>		

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31) Is there a workplace safety committee?		
32) Are there guidelines on procedures governing the safety committee operation?		

The Contractor is to provide safety performance statistics for the last 3 years and current year-to-date

	2014	2015	2016	2017
Number of lost time injuries				
Working days lost due to injury				

ITEM 5 – Contractor's Registration	YES	NO
The Contractor shall enter name and registration license details relevant to the Quotation (eg Industry Specific Licenses, Business Name Registration etc) as per Clause 20 of the General Conditions of Quoting or submit as not applicable.		
ITEM 6 – Sub Contractors	YES	NO
The Contractor shall enter name and registration license details relevant to the Quotation (eg Industry Specific Licenses, Business Name Registration etc) as per Clause 20 of the General Conditions of Quoting or submit as not applicable.		

Name of the Sub Contractor	Address and location of premises	Type of Works proposed to be subcontracted for in this project	Telephone No / Fax No	Similar projects undertaken in last 3 years



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## 3.1.2 Qualitative Criteria

Before responding to the following qualitative criteria, Contractors must note the following:

- All information relevant to your answers to each criterion are to be contained within your Quotation;
- Contractors are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Contractors are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Contractors are to address each issue outlined within a qualitative criterion.

<b>A. Price</b> Contractors must complete the Pricing Schedules as outline in Part 5	<b>Weighting</b> <b>45%</b>
Contractor to confirm pricing schedules have been completed (Part 5) of the contract document package	<b>Tick if attached</b> <input type="checkbox"/>
<b>B. Relevant Experience</b> Contractors must address the following information in an attachment and label it " <b>Relevant Experience</b> "	<b>Weighting</b> <b>25%</b>
a) Provide details of similar work completed b) Project reference sheet	<b>Tick if attached</b> <input type="checkbox"/>
<b>C. Timeliness of Delivery</b> Contractors must address the following information in an attachment and label it " <b>Timeliness of Delivery</b> "  Contractors shall provide a program of works in sufficient detail for the Principal to properly assess the offer. The project program of works submitted shall form part of the contract agreement.  The Contractor undertakes to perform the work in accordance with the approved Project (Timeline) Schedule and relevant Quality Control requirements.	<b>Weighting</b> <b>20%</b>

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<p>a) <i>A proposed timeline construction schedule must be provided showing start and finish dates for each proposed location, as well as overall construction duration. Key milestone dates to be identified.</i></p> <p>b) <i>Quality Management Plan provided identifying key HOLD POINTS, to be agreed by Principal prior to works commencing.</i></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p><b>D. Safety &amp; Risk Management</b></p> <p>Contractors must prepare an OSH Management Documentation covering the following criteria.</p>	<p><b>Weighting</b></p> <p><b>10%</b></p>
<p>a) <i>Project Risk Assessment</i></p> <p>b) <i>Contractor / Subcontractor Induction Procedures.</i></p> <p>c) <i>Current Lost Time Injury Statistics</i></p> <p>d) <i>Proposed JSA's</i></p> <p>e) <i>Procedure for managing the interface with Pedestrians &amp; Public.</i></p> <p>f) <i>Community Consultation Procedures.</i></p> <p>g) <i>Safety Management Plan.</i></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>