Request for Tender (RFT)

Audio Visual Services

Any questions regarding this RFT should be addressed to: Tenders@rmit.edu.au

RFT responses must be sent electronically via email to Tenders@rmit.edu.au

Closing Time: 1700 Hrs. AEST Weds, 2nd February 2011

RMIT University is not committed contractually in any way to parties registering their interest in response to this invitation nor is RMIT University liable for any costs of compensation or any expenses incurred by parties in submitting a response to this Request for Tender.
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INTRODUCTION

1. About RMIT

The Royal Melbourne Institute of Technology (known as “RMIT University” or “RMIT”) is one of Australia’s original and leading educational institutions, producing some of Australia’s most employable graduates. As an innovative, global university of technology, with its heart in the city of Melbourne, RMIT has an international reputation for excellence in work-relevant education and high quality research, and engagement with the needs of industry and community.

With more than 70,000 students studying at RMIT campuses in Melbourne, in Vietnam, online, and at partner institutions throughout the world, the University is one of the largest in the country. It has built a worldwide reputation for excellence in professional and vocational education and research.

The Melbourne campuses are located in the Melbourne CBD, Brunswick, Bundoora, Point Cook, and Hamilton with two campuses in Vietnam – Saigon South and Hanoi.

RMIT is a complex organisation. It is arranged into three academic colleges, each of which comprises a number of schools. Further information regarding the organisational structure and relationships between the various Portfolios and schools is available on the RMIT website http://www.rmit.edu.au.

2. Background to this RFT

In keeping with its corporate and learning strategies, RMIT continues to provide world class facilities to its students and stakeholders and to offer value for money in its service offering. The Audio Visual (AV) technical services form a critical part of these facilities and RMIT is implementing a procurement plan that enables the achievement of these objectives in the future.

This Request for Tender (RFT) is part of a broader strategy to facilitate the provision of capital works and services, for the design and installation of AV solutions, and will:

- Enable vendors to submit a costed Tender to provide services defined in Schedule 1 (the ‘Services’) that meet RMIT’s requirements; and
- Facilitate an assessment of the ability of vendors to satisfy those requirements.

Accordingly, RMIT invites suitably qualified vendors to submit a tender response in accordance with the terms of this RFT.

3. Scope of requirements

RMIT requires vendors for a Panel of Suppliers which will meet the University’s needs for all types and sizes of works and services for the design and installation of AV equipment.

The Panel will address low, medium and high value design and installation works and services. For higher value works and services the Panel will serve as a prequalified list of preferred suppliers where vendors will be asked to bid, but there will be provisions for an equitable share for lower value/ risk works and services. Panel members will be selected for specific contracts through defined criteria, in consideration of the nature and size of the works/ services. Where applicable, vendors are asked to provide a schedule of rates for ‘off-the-shelf’ pieces of work and service.

RMIT’s requirements and the selection criteria are set out in more detail in Schedule 1.

Unless otherwise stated in this RFT, RMIT will engage the successful vendor(s) subject to the terms and conditions (the Draft Contract) included with this RFT.
4. **Structure of this RFT**

This RFT is comprised of:

- The conditions applying to the RFT process;
- Schedule 1, which sets out the Statement of Requirements;
- Schedule 2, which sets out supporting information for vendors;
- Schedule 3, draft Terms and Conditions; and
- Attachment 1, Vendor Response Form
- Attachment 2, Vendor Tender
- Attachment 3, Vendor Price (with suitably detailed breakdown)
- Attachment 4, Vendor Compliance: Terms and Conditions

The attachments compile the set of information that vendors need to include in their response.

Clause 22 provides definitions of words and phrases used in this RFT.

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**Notice to vendors**

The nature of this Request for Tender is to provide the opportunity for the vendor to propose innovative and economic services solutions. Tenders that demonstrate economic thinking and a methodology that provides value to RMIT will be welcomed. It is expected that specific clauses in the Terms and Conditions that have resulted in a higher price (whether operationally or as risk) be highlighted and reasonable economic alternatives suggested in Attachment 4.
5. **Further information about this RFT**

This RFT is being facilitated by Madison Cross on behalf of RMIT. All references to RMIT in this document should be taken as referring to RMIT or Madison Cross as its agent.

All enquiries regarding this RFT should be directed to Daniel Blakemore – RMIT Commercial Manager, via email to Tenders@rmit.edu.au

Vendors are requested to register their interest as a potential respondent to this RFT. Whilst registration is not a precondition to a vendor’s right to make a submission in response to this RFT, RMIT will be obliged to give notices in respect of matters or issues arising from this RFT only to those vendors that have so registered.

All email correspondence is to have ‘RFT Audio Visual Services: Design and Installation Panel’ as the subject title.

RMIT is not obliged to answer any question received less than two business days before the Closing Time.

Where RMIT receives a question from a registered vendor via the email address Tenders@rmit.edu.au, and RMIT considers that its answer to that question will be relevant to other vendors in completing their response to a request document, RMIT will circulate the question and answer to all other registered vendors without disclosing the source of the question or revealing the substance of a proposed response.

6. **Amendments to this RFT**

Any amendments to this RFT will be issued by RMIT as an addendum to registered vendors.

Vendors must submit their RFT response in accordance with this RFT as amended by any addenda.

All conditions of this RFT will apply to addenda unless stated otherwise in the addendum.

No addenda will be issued by RMIT less than 48 hours before the Closing Time.

RMIT accepts no responsibility where an unregistered vendor fails to become aware of any addenda.

7. **Vendor behaviour**

Vendors must not, and must ensure that their officers, employees, agents, advisors and any proposed subcontractors do not, in relation to the preparation of a response:

- make false, misleading or deceptive claims or statements;
- make contact with (other than as permitted in this RFT), canvass, receive improper assistance from, or attempt to improperly influence, any RMIT staff member; or
- Engage in collusive conduct or any other anti-competitive or unethical conduct with another vendor.

Vendors must not offer any gifts, hospitality or other benefits to any RMIT staff member at any stage throughout the procurement process.

Vendors must not make any public communications about the project or procurement process except with the prior written approval of RMIT.

RMIT will exclude all Tenders that fail to comply with any of the above requirements.
8. **Vendor responsibility for costs and advice**

All costs and expenses incurred by a vendor in the preparation and lodgement of a Tender in response to this RFT, including any additional effort required under clause 13, are to be borne by the vendor unless otherwise agreed in writing by RMIT.

Vendors are responsible for seeking their own independent professional advice in connection with this RFT, including legal, financial and taxation advice.
RESPONSE REQUIRED FROM VENDORS

9. Information to be submitted

9.1 Using the Attachments

A Tender submission should include the following information:

- a completed Vendor Response Form in the form of Attachment 1;
- responses addressing the information required by Attachment 2, Attachment 3 and Attachment 4; and
- Any other information a vendor may wish to include to support its submission.

9.2 Content and format requirements

Tender submissions must be clear, concise and in English.

Additional information over and above what is required by this RFT may not be considered by RMIT when evaluating Tender submissions.

RMIT requires that any pricing offered is firm and sustainable for the period of the Contract. Due to time constraints of the project, RMIT encourages vendors to provide their best and unconditional pricing. The Price structure should be transparent with any risk or contingency provision separated from the core Price with reasons for its inclusion stipulated.

All prices must be inclusive of Australian Goods and Services Tax (if applicable) and must be in Australian dollars ($AUD).

A Tender submission that does not include all of the required information may be rejected as Non-Conforming.

9.3 Partial, alternative and multiple Tenders

It is RMIT’s preference for Tender responses to be for the supply of all requirements as specified under Schedule 1. However, where vendors are only able to supply some requirements, RMIT will consider the response, but reserves the right to reject the Tender as Non-Conforming.

A vendor must submit a response for the supply of the requirements as specified in this RFT. However, a vendor may submit an alternative response provided that a compliant response is also submitted. If a vendor submits an alternative response, the advantages, disadvantages, limitations and capabilities of the alternative response should be clearly stated.

Where a vendor submits multiple responses, RMIT will accept the last response lodged before the Closing Time, with all previous responses to be disregarded.

9.4 Consortium Tenders

A consortium may submit a Tender on the condition that one legal entity act as the primary vendor and take full responsibility for delivery of the requirements. The Tender should provide full details of both the primary vendor and all proposed consortium members.

9.5 Supplier terms

Should RMIT elect to engage a party to supply the works and/or services that are the subject of this RFT, it will do so subject to the terms and conditions contained in RMIT’s Draft Contract, or a contract which is acceptable to it.

RMIT will not agree to be bound by any standard terms or like documentation issued by any vendor and, to the extent that any submission made by a vendor incorporates its standard terms, or indicates that such submission is conditional on RMIT accepting its standard terms, RMIT will either evaluate such submission on the basis that such standard terms did not form part of the submission and/or did not apply to that submission, or (if such exclusion is not possible or practicable) exclude the vendor’s submission from further evaluation.
10. **RMIT right to change specifications, requirements**

Prior to the date on which submissions are due to be lodged, RMIT reserves the right to issue amendments, additions and/or clarifications to any information, requirement, specification or term of this RFT. Such amendments, additions and/or clarifications will be issued to all parties who have registered as potential respondents.

Such notification may be accompanied by an extension of the Closing Time by which a submission in response to this RFT must be lodged.

11. **When to lodge Tenders**

Submissions must be lodged before the Closing Time. RMIT's decision as to the time that a Tender is lodged will be final.

The Closing Time can only be extended by RMIT issuing an addendum in accordance with clause 6. RMIT reserves the right to reject any Tender lodged after the Closing Time.

12. **How to lodge submissions**

RFT submissions must be lodged:

- Electronically via the email address: Tenders@rmit.edu.au, with the vendor's name and **RFT Audio Visual Services: Events Support** as the subject title.

RFT submissions lodged by other means, including by facsimile, will not be considered.

Electronic RFT submissions must be attached as separate file(s) in either MS Word (2003 or below), PDF and/or txt format. Files should be compressed via a zip program, where possible.

In lodging RFT submissions electronically, vendors warrant that they have taken reasonable steps to ensure that their RFT submission is free of viruses or other harmful code that may affect RMIT's computing environment. RFT submissions found to contain viruses or harmful code will be excluded from consideration.
RMIT’S EVALUATION PROCESS

12.1 Evaluation Criteria

RMIT will evaluate vendor responses to this RFT giving consideration to the following criteria:

- Financial stability;
- Compliance with relevant standards including those relating to OH&S, insurance, quality;
- Capacity to perform the services;
- Flexibility of service delivery model;
- Relevant experience in the education sector;
- Positive references;
- Pricing; and
- Relationship management approach.

These evaluation criteria will be used to determine:

- The price competitiveness of the vendor’s Tender;
- The vendor’s economic and market viability;
- The vendor’s ability to provide flexible services and solutions that meet RMIT’s current and future needs;
- The strength of the vendor’s service offering and ability to add value to RMIT;
- The ability of the vendor to form and maintain a positive and strong relationship with RMIT; and
- The flexibility of the vendor’s pricing structure.

RMIT is not obliged to accept the lowest or any price. The evaluation of Tenders involves an assessment of all of the above criteria.

13. Additional steps

13.1 Provision of additional information

To assist the RFT assessment process, some or all vendors may be requested, after the Closing Time but prior to notification of final selection, to clarify their Tender response and provide additional supportive documentation and/or information including audited financial accounts or their Annual Company Return report as submitted to the Australian Securities and Investment Commission for the last financial year.

RMIT reserves the right to reject any Tender as Non-Conforming where a vendor fails to provide any additional information requested by RMIT without valid reason (as determined by RMIT).

13.2 Security, probity and financial checks

RMIT may conduct such security, probity and financial (including credit) checks as it deems necessary on vendors, their associates or related entities, officers, employees, agents and/or any proposed subcontractors, for the purposes of the RFT process, including the evaluation of Tenders. These checks may require individuals to sign forms verifying certain information or authorising the provision of confidential or personal information.

Vendors must provide, at their own cost, all reasonable assistance required by RMIT in undertaking and conducting the security, probity and financial checks.

13.3 Vendor workshops

After the initial RFT submission, vendors may be requested to participate in vendor workshops. These vendor workshops are designed to give the vendor an opportunity to:

- speak more about their business and potential relationship with RMIT;
- provide demonstrations that the vendor believes are a complement to their submission;
Conditions relating to the vendor workshops are:

- workshops will be held at RMIT premises;
- vendors will provide all necessary equipment (including network requirements) for the workshops;
- no more than three vendor representatives will attend the workshops;
- time constraints will be honoured; and
- All software demonstrations will be real-time and complete (i.e. no screenshots or partial walkthroughs).

Walkthroughs of any business scenarios as set out in Schedule 1 may also be requested by RMIT during vendor workshops.

14. **Short listing**

RMIT may short list vendors at any time.

15. **Negotiations with Vendors**

After the Closing Time, RMIT may enter into negotiations with any one or more vendors. If in RMIT’s view during negotiations with a vendor, the vendor retracts, or attempts to retract, from its original Tender submission, RMIT may reject the vendor's Tender, discontinue negotiations with that vendor and commence negotiations with another vendor.

16. **Execution of formal agreement**

Nothing in this RFT, or the submission of any Tender in response to it, or any conduct or statement otherwise related to the RFT process, constitutes a contract (whether express or implied) with RMIT. RMIT does not intend to enter into a contract unless and until a formal agreement based on the Draft Contract is executed.

17. **Notification to unsuccessful vendors**

Following finalisation of the procurement process, RMIT will notify each unsuccessful vendor that its Tender submission has not been accepted.
GENERAL CONDITIONS

18. Disclaimer
Nothing in this RFT requires RMIT to select a vendor. No vendor shall be deemed to have been selected until formally notified in writing by RMIT.

RMIT reserves the right to discontinue the RFT process (including negotiations with any vendor(s)) at any time and for any reason.

By submitting a Tender, vendors acknowledge and agree that:

• they will not institute any legal challenge in respect of this document or RFT process;
• the selection process is a commercial arrangement and is not subject to the rules of natural justice;
• they will not make any public statement, or provide any information for publication in relation to the acceptance or otherwise of any Tender response, without the prior written approval of RMIT;
• to the maximum extent permitted by law, neither RMIT nor its employees, advisers or agents will in any way be liable to any person or entity for any cost, expense, loss, claim or damage arising out of or in connection with this RFT;
• they have not relied on any express or implied warranty or representation made by or on behalf of RMIT other than as expressly contained in this RFT or an addendum to this RFT issued by RMIT in accordance with clause 6;
• they have not received improper assistance from any RMIT staff member;
• RMIT may alter this RFT, including the Draft Contract and the Statement of Requirements, at any time and for any reason;
• RMIT may change the structure or timing of the RFT process at any time and for any reason; and
• RMIT may invite additional vendors to submit a Tender at any time;

19. RMIT’s rights

19.1 Tender validity period
In lodging a Tender, the vendor acknowledges that its Tender remains valid and open for acceptance by RMIT for a period of 180 days after the Closing Time.

19.2 Ownership of Tenders
All Tenders shall become the property of RMIT on lodgement. Vendors shall retain ownership of intellectual property in the Tenders provided that RMIT is entitled to use and copy the Tenders as necessary for the purposes of the RFT process, including the proper evaluation of Tenders.

19.3 Ownership of RFT
This RFT (including any addenda) remains the property of RMIT. Vendors are permitted to use the RFT only for the purposes of preparing their response and, where relevant, negotiating the terms of an agreement with RMIT.

All copyright and other intellectual property rights contained in this RFT are and remain vested in RMIT and any third party who has given RMIT permission to incorporate them in this RFT.

19.4 Breach of terms of this RFT
Each vendor acknowledges and agrees that, if it fails to comply with, or otherwise breaches, the terms and conditions governing this RFT, RMIT may disqualify that vendor's submission(s) from further consideration under this RFT, and reserves the right to disqualify such vendor from
future procurements initiated by RMIT (whether in relation to goods and services similar to those contemplated in this RFT or otherwise).

20. Confidential Information

Subject to this clause 20, RMIT undertakes to keep confidential any confidential information provided to RMIT by vendors as part of their Tender.

RMIT may, without notifying any vendor, disclose or allow the disclosure of, at any time, any information provided by vendors, including their Tender:

- to RMIT's employees and officers solely in order to evaluate or otherwise assess the Tender;
- to RMIT's internal management personnel for purposes related to the RFT process;
- where the information is authorised or required by law to be disclosed; or
- Where the information is in the public domain otherwise than as a result of a disclosure by RMIT.

Vendors are required to indicate in their response to Attachment 1 (Vendor Response Form) the information that they consider being confidential information and the reasons why the information should be protected.

Where RMIT executes a formal agreement based on the Draft Contract with a vendor, the requirements under this clause 20 will cease to apply and any confidential information will be dealt with in accordance with the terms of the agreement.

21. Governing law

The laws of the State of Victoria govern this RFT, and RMIT and each vendor submits to the non-exclusive jurisdiction of the Courts of that State and courts with appellate jurisdiction over such Courts.

22. Definitions

In this RFT, unless the contrary intention appears:

- Closing Time means the Closing Time specified on the front page of this RFT, as amended by any addendum in accordance with clause 6
- Draft Contract means the terms and conditions issued with this RFT
- Evaluation Criteria means the Evaluation Criteria set out in clause 12.1
- Non-Conforming means a Tender submission that does not substantially meet the requirements of this RFT
- RFT means this Request for Tender, including the Draft Contract
- Statement of Requirements means RMIT's requirements set out in Schedule 1
- Scope of Services means the scope of services forming the Statement of Requirements set out in Schedule 1
SCHEDULE 1 – STATEMENT OF REQUIREMENTS

The following details RMIT’s requirements:

1. Service Commencement

   The Vendor must be able to commence the services as of 2\textsuperscript{nd} March 2011

2. Term

   The proposed term of engagement is 3 years. The performance of the Vendor will be reviewed against specified Key Performance Indicators (as defined in Clause 14 of Schedule 1) every 6 months, upon which juncture RMIT retains the right to terminate the agreement where the review determines Vendor performance has been unsatisfactory.

3. Overview of Services

   In order to meet RMIT University’s Teaching and Learning objectives, a programme of Audio Visual (AV) capability expansion and enhancement is underway. The scope of this RFT is for the provision of Work and Services through Panel participation, specifically for the provision of the design and/ or installation of AV infrastructure on RMIT premises.

   Services include, but are not limited to;

   • New Buildings
   • Infrastructure refurbishments/ upgrades
   • Ad hoc design services
   • Ad hoc installation Services

   RMIT intends to procure these Works and Services through the application of a Panel of suitable Vendors.

4. Panel Objectives

   The strategic objectives for the AV Services Panel are to:
   • deliver optimal value on RMIT capital expenditure;
   • inject competitive market forces into the procurement process;
   • Retain flexibility and responsiveness for diverse RMIT requirements.

   The Panel has been designed to provide commercial incentives to Vendors to perform well against specified KPI’s and to provide competitive pricing. For large scale, high value projects Vendor selection will be made on the basis of individual tenders. Lower value engagements will be equitably distributed amongst the Panel Vendors. Medium value projects will be allocated equitably but with substantial emphasis on the Vendors’ prior performance.

5. Panel Composition

   Vendors that successfully respond to this RFT will reside on the panel for a three year period subject to six monthly performance reviews to determine the Vendor’s performance against specific KPI’s (as defined in Clause 14 of Schedule 1 of this Tender document). Where appropriate and where sufficiently poor performance against the KPI’s necessitate, RMIT will remove that Vendor from the Panel.
6. Pricing
In responding to this tender, the Vendor will provide a schedule of rates for the design, installation and design & installation of all AV Standardised requirements (see RMIT AV Design Standards, attached to this RFT in Attachment 5).
In addition the Vendor shall provide a schedule of rates for additional labour resource for Services where RMIT AV Standards shall not apply, such as for ad-hoc design/installation, or for projects where bespoke requirements are necessary. RMIT reserves the right to modify its Design Standards at any time during the term at which point the Vendor will have the opportunity to reasonably modify their pricing to reflect such changes.

7. Panel Mechanics
The Panel will be composed of multiple Vendors to ensure that all RMIT requirements can be addressed. Requirements will include standardised and bespoke design, installation and design & installation. The scope of this RFT excludes the provision of equipment and parts which will procured by RMIT through alternative channels for all projects.

The Panel will work as a pool of Vendors from which one will be selected for low-mid value services (Direct Selection) and as a shortlist of preferred suppliers who will be invited to tender for large, high value services (RFT).

The selection criteria will be determined by the type of Service required and their initial estimated value. The Selection criteria will depend on whether the services are design, install or design and install, and in which range the estimated value resides (Value Threshold). The Value Thresholds are defined in the table below, along with the appropriate selection criteria.

RMIT reserves the right to procure services through means not involving the Panel if it deems it appropriate whether those services constitute AV services or otherwise.

8. Panel Performance
As shown in Figure 1, where direct selection applies, the Vendor’s previous performance against the KPIs will be utilised as selection criteria when allocating an install/design & install project. For the larger value/risk projects (those falling into the top two Value Thresholds) the Vendor will be selected from a closed tender process with consideration of previous performance.
Table 1: Panel Selection Criteria

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>&lt;$100k</th>
<th>$100k-$500k</th>
<th>$500k-$750k</th>
<th>&gt;$750k</th>
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<td>Design</td>
<td>Delivered in house</td>
<td>Direct Selection</td>
<td>RFT</td>
<td></td>
</tr>
<tr>
<td>KPI Performance</td>
<td>n/a</td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Volume</td>
<td>n/a</td>
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</tr>
<tr>
<td>Price</td>
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<td>No</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Install, Design & Install

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Direct Selection</th>
<th>RFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>KPI Performance</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Volume</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Price</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

Figure 1: Panel Selection Criteria

9. Handover

Handover acceptance will be required before a project is deemed to have achieved Practical Completion and before final payment is approved. In order to achieve acceptance the Vendor will be required to have complied with the requirements set out below or such other requirements as are agreed for specific projects. Rectification of all issues must be undertaken during the course of the works to ensure that equipment is accepted at hand over by the preventative maintenance provider.

Practical completion will be granted only after the following requirements are fulfilled by the Contractor:
- System tested and commissioned
- Quality Assurance process completed by the RMIT Superintendent
- Installation manuals and required drawings have been submitted
- University handover requirements have been fulfilled
- System is deemed to be operational and practically complete by the Superintendent

At hand-over of the project, the Contractor shall supply the following:
• ‘RMIT Handover Approval Form’ signed by the Contractor and RMIT ITS representatives. Refer to RMIT Design Standards Brief, Section 11 – Audio Visual (Issue 6, 2009) for further details.

• All as built documentation to be delivered to the Consultant one week prior to scheduled practical completion.

• All system manuals and as-built drawings shall be submitted to the Principal by practical completion, following review and incorporation of any changes requested.

• All control system programmes and source codes shall become the intellectual property of the Principal.

• All control system programmes and source codes shall be delivered on a CD to the Principal.

• The following requirements are to be completed one week prior to scheduled practical completion:
  - As built drawings and documentation
  - All cabling and equipment end to end test results
  - All patch leads

Documentation provided at handover will be utilised in RMIT’s assessment of the project’s quality and will be utilised in the Direction Selection Criteria and six-month Contract Review as described in clause 5.

10. Risk Management

  a. For mid value Services (where the Vendor is directly selected from the Panel), prior to the commencement of the project, the Vendor is required to adopt a Good Practise risk management process which can be demonstrated upon request, and to produce and share with the designated RMIT representative a full risk register with mitigation plan identifying and addressing all project delivery, pricing and operating risk.

  b. For large scale/ high value services (i.e. where the Vendor is selected through a tender process), in addition to producing a risk register with mitigating action plan, the Vendor is required to organise and chair a monthly risk review, to be arranged with the designated RMIT representative.

  c. The Vendor is also required to include in its reporting obligations (defined in clause 16) a periodic summary of risk realised, mitigations delivered and project impact.

11. Changes to Scope:

Once a Project proposal has been accepted by RMIT and agreed between the Parties, the scope, programme and cost will be fixed. Any required amendments to the scope, programme or cost will be required to have a formal variation to Contract approved in writing by the nominated RMIT representative. In the instance of realised risk, application for variation should include reference to the risk as identified on the risk register and appropriate mitigation plan.

12. Access

RMIT requires the Services to be provided in a variety of RMIT locations, each having individual access and security criteria required to be met by the vendor.

Many of RMIT’s teaching spaces are utilised to their capacity during core teaching times, between 8:30 am – 9:30 pm, Monday to Friday excluding term and semester breaks. Access during core teaching times, and outside core teaching times, may be
restricted and will need to be arranged on a case-by-case basis with RMIT Property Services, Security and RMIT Audio Visual management.

RMIT has three campuses situated at Brunswick, Bundoora and the City. In addition to the campuses being located in different suburbs, each campus is comprised of multiple buildings. Events may on occasion need to be supported concurrently at two or more locations to meet the requirements of RMIT, and in rare occasions be supported on non- RMIT property.

13. OH&S

RMIT require all the Services to be conducted in compliance with OH&S requirements and in line with safe work practices. Where required, an appropriate Safety Management Plan will be produced detailing how the project delivery will meet or exceed safety Legislation and Codes of Practice.

14. Key Performance Indicators

At completion of each project the Vendor’s performance in relation to the delivery of that project will be assessed against the following criteria, with appropriate levels to be agreed by the Parties in finalising the Contract;

- Panel Selection
  - Response Time
  - Delivery Time
  - Delivery Quality (Acceptance Report)

- Panel Tender
  - Response Time
  - Delivery Time
  - Delivery Quality (Acceptance Report)
  - Cost/ Risk Management

15. Account Management

RMIT requires an account manager to provide a local, single point of client relationship management with the University, to present monthly reporting (described below) and to attend monthly meetings and work through any issues raised (e.g. performance).

16. Reporting

- Monthly: for each project delivered, the Vendor will be required to produce periodic progress reports (at a time of the month to be agreed by the designated RMIT representative) detailing;
  - Agreed variations against baseline bid cost
  - Programme
  - Risk
  - Variation
  - OH&S
  - Any other project issue which may reasonably be requested by the designated RMIT representative.

- Annually: An annualised view of monthly reporting areas.

17. Invoicing Requirements

- RMIT requires separate valid tax invoices for each Project;
• Each invoice must contain the Project reference covered with a detailed breakdown of services provided, including where appropriate man hours and equipment provided;
• RMIT require the option to receive invoices weekly for smaller, low value projects or monthly for larger projects of higher value;
• RMIT will require Invoices electronically via email with a PDF attachment; and
• Electronically via email with an attachment in a file format that can be uploaded directly into RMIT’s system (SAP);
• All invoices must include RMIT’s purchase order / other reference number e.g. (booking number);
• Payment terms will be 30 days from the invoice date.

SCHEDULE 2 – SUPPORTING INFORMATION FOR VENDORS

1. This Schedule forms part of the RFT for Audio Visual Services – Events Support and contains important supporting information for vendors:

2. Campus Map & Building Directory
3. Semester and Term Breaks
28 June – 16 July 2010 Semester Break
30 August – 5 September 2010 Mid-Semester Break
12 November 2010 – 7 February 2011 End of Year Break

These dates are a guide only. Available dates for access to perform preventative set up, deliver and decommission Events support would need to be coordinated with RMIT Property Services, as some rooms are closed for upgrades, undergoing other maintenance or are in use during these periods.

4. Summary of Audio Visual Assets by Type

<table>
<thead>
<tr>
<th>Asset Type Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Projector</td>
</tr>
<tr>
<td>VCR/DVD Player/Recorder</td>
</tr>
<tr>
<td>Touch Screen Controller</td>
</tr>
<tr>
<td>Projector Screen</td>
</tr>
<tr>
<td>Amplifier</td>
</tr>
<tr>
<td>AV Switches/Processor</td>
</tr>
<tr>
<td>TV</td>
</tr>
<tr>
<td>Data Proj Control Panel</td>
</tr>
<tr>
<td>Electronic Doc Camera</td>
</tr>
<tr>
<td>Interactive Whiteboard</td>
</tr>
<tr>
<td>Controller</td>
</tr>
<tr>
<td>Mixer</td>
</tr>
<tr>
<td>Receiver</td>
</tr>
<tr>
<td>Misc AV Equipment</td>
</tr>
<tr>
<td>Overhead/Slide Projector</td>
</tr>
<tr>
<td>Capture Unit (Echo)</td>
</tr>
<tr>
<td>Wireless Mic</td>
</tr>
<tr>
<td>CD/Cassette Player</td>
</tr>
<tr>
<td>Capture Unit VGA</td>
</tr>
<tr>
<td>Attenuator</td>
</tr>
<tr>
<td>CCTV/Camera Equipment</td>
</tr>
<tr>
<td>Podium Computer</td>
</tr>
<tr>
<td>Wireless System</td>
</tr>
<tr>
<td>Video Conference Equipment</td>
</tr>
<tr>
<td>Video Splitter</td>
</tr>
<tr>
<td>PA/Intercom System</td>
</tr>
<tr>
<td>Set Top Box</td>
</tr>
<tr>
<td>Feedback Exterminator</td>
</tr>
<tr>
<td>Microphone</td>
</tr>
<tr>
<td>Compact Analog Interface</td>
</tr>
<tr>
<td>Audio/Video Breakout Box</td>
</tr>
<tr>
<td>Graphic Equalizer</td>
</tr>
<tr>
<td>Scaler</td>
</tr>
<tr>
<td>USB to Headset Adapter</td>
</tr>
<tr>
<td>Transmitter</td>
</tr>
<tr>
<td>Audio/Video Distributor</td>
</tr>
<tr>
<td>Equipment</td>
</tr>
<tr>
<td>-------------------------------</td>
</tr>
<tr>
<td>DVCAM video recorder</td>
</tr>
<tr>
<td>Special Effect Generator/Processor</td>
</tr>
<tr>
<td>Stereo Compressor</td>
</tr>
<tr>
<td>Video Imager</td>
</tr>
<tr>
<td>16mm Projector</td>
</tr>
<tr>
<td>35mm Projector</td>
</tr>
</tbody>
</table>
SCHEDULE 3 – DRAFT TERMS AND CONDITIONS
ATTACHMENT 1 – VENDOR RESPONSE FORM

The vendor should complete and submit this Vendor Response Form with its Tender.

1. **RFT Name**
   Audio Visual Services

2. **Vendor name**
   - If a company
     - Company name
     - ACN
   - If a partnership
     - Trading name (if any)
     - Full names of partners
   - If a sole trader
     - Trading name
     - Full name of sole trader
   - If any other type of organisation
     - Name of organisation
     - Type of organisation

3. **ABN**

4. **Trust status**
   If the vendor is a trustee and is submitting a Tender as trustee of the trust
   - Name of trust

   Note that the Draft Contract requires a respondent who is a trustee to warrant that it enters into the contract personally and in its capacity as trustee.

5. **GST**
   Is the vendor’s business registered for GST?

6. **Contact for liaison and notices**
   - Name
   - Postal Address
   - Telephone
   - Facsimile
   - Email
7. **Conflicts of Interest**

The vendor confirms that there are no circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this RFT or the vendor’s obligations under any contract resulting from this RFT other than:

The vendor undertakes to advise RMIT in writing of any additional actual or potential conflicts of interest immediately after becoming aware of it.

8. **Confirmation**

8.1 The vendor:

(a) Offers to supply the goods and services described in the RFT at the prices specified in the Tender;

(b) Confirms that the Tender remains valid and open for acceptance by RMIT for a period of 180 days from the closing time;

(c) Confirms that it and any proposed subcontractors are not insolvent, bankrupt, in liquidation, or under administration or receivership;

(d) Confirms its capacity to submit a Tender and enter into a contract in a similar form to the Draft Contract and that there is no restriction under any relevant law to prevent it from responding; and

(e) Consents to RMIT undertaking any security, probity and/or financial checks in accordance with this RFT.

8.2 The vendor confirms that it has read and understood the terms of the RFT and that, to the best of its knowledge, all information in its Tender is true and correct.

9. **Confidential Information**

The vendor considers the following information to be confidential information in accordance with clause 20 of the RFT:

[Note: Please provide reasons why the information should be protected as conditional information and the period for which the information is to be protected.]

9. **Signature on behalf of vendor**

[Note: To be signed by the vendor personally, or if the vendor is not an individual, by someone authorised to sign on behalf of the vendor, e.g. managing director.]
ATTACHMENT 2 – TENDER RESPONSE

1. The vendor should complete the Tender response template below and submit it along with any required attachments and supporting information.

2. Vendors should detail any assumptions relied upon in preparing their Tender.

<table>
<thead>
<tr>
<th>Service Commencement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Can you commence the services on the required commencement date? (2\textsuperscript{nd} March 2011)</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Term</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you agree with the proposed term of engagement (3 years)?</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

**Detail any exceptions**

<table>
<thead>
<tr>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your organisation have the capability to provide AV Design?</td>
</tr>
<tr>
<td>Please provide relevant detail, including but not limited to, resources, experience, training programmes, recruitment, and significant achievements.</td>
</tr>
<tr>
<td>Does your organisation have the capability to provide AV Installation?</td>
</tr>
<tr>
<td>Please provide relevant detail, including but not limited to, resources, experience, training programmes, recruitment, and significant achievements.</td>
</tr>
<tr>
<td>Does your organisation have the capability to provide AV Design and Installation?</td>
</tr>
<tr>
<td>Please provide relevant detail, including but not limited to, resources, experience, training programmes, recruitment, and significant achievements.</td>
</tr>
</tbody>
</table>

**Detail any exceptions**

| Does your organisation have the capacity to provide AV services for New Buildings?               |
| Please provide relevant detail, including but not limited to, resources, organisation structure, recruitment etc. |
| Does your organisation have the capacity to provide AV services for Infrastructure refurbishments/ upgrades? |
| Please provide relevant detail, including but not limited to, resources, organisation structure, recruitment etc. |
| Does your organisation have the capacity to provide ad-hoc AV design services?                   |
| Please provide relevant detail, including but not limited to, resources, organisation structure, recruitment etc. |
| Does your organisation have the capacity to                                                   |
| **Audio Visual Services – Design and Installation Services Panel**
<table>
<thead>
<tr>
<th><strong>Request for Tender</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>provide ad-hoc AV installation Services?</strong></td>
</tr>
<tr>
<td>Please provide relevant detail, including but not limited to, resources, organisation structure, recruitment etc.</td>
</tr>
<tr>
<td><strong>Detail any exceptions</strong></td>
</tr>
<tr>
<td><strong>Panel Objectives</strong></td>
</tr>
<tr>
<td>Detail how your organisation will help achieve RMIT’s objectives of;</td>
</tr>
<tr>
<td>• Delivering optimal value on RMIT capital expenditure.</td>
</tr>
<tr>
<td>• Competitive pricing in the current and future AV Services markets.</td>
</tr>
<tr>
<td>• Flexibility and responsiveness for diverse RMIT requirements.</td>
</tr>
<tr>
<td><strong>Panel Composition</strong></td>
</tr>
<tr>
<td>Do you agree to the 6 Monthly performance reviews, with non or poor performance resulting in the termination of contract?</td>
</tr>
<tr>
<td><strong>Pricing</strong></td>
</tr>
<tr>
<td>Confirm your organisation has provided in its response to this tender;</td>
</tr>
<tr>
<td>• A schedule of rates for the design, installation and design &amp; installation of all AV Standardised requirements.</td>
</tr>
<tr>
<td>• A schedule of rates for additional labour resource for Services where RMIT AV Standards shall not apply.</td>
</tr>
<tr>
<td><strong>Panel Mechanics</strong></td>
</tr>
<tr>
<td>Confirm you clearly understand and have the capacity to manage the mechanism by which services will be allocated throughout the Panel members.</td>
</tr>
<tr>
<td><strong>Handover</strong></td>
</tr>
<tr>
<td>Please detail your proposed process for achieving Practical Completion and Handover.</td>
</tr>
<tr>
<td><strong>Access</strong></td>
</tr>
<tr>
<td>Detail how you propose to address the restrictions on access times set out in clause 12 of the Statement of Requirements (Schedule 1)</td>
</tr>
<tr>
<td><strong>OH&amp;S</strong></td>
</tr>
<tr>
<td>Detail how you propose to perform the services safely and in compliance with all OH&amp;S requirements.</td>
</tr>
<tr>
<td><strong>Key Performance Indicators</strong></td>
</tr>
<tr>
<td>Do you agree with the Key Performance Criteria as defined in Clause 14 of Schedule 1?</td>
</tr>
<tr>
<td><strong>Detail any exceptions</strong></td>
</tr>
<tr>
<td>Question</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Detail how you propose to meet the Key Performance Criteria for Panel Selection?</td>
</tr>
<tr>
<td>Detail how you propose to meet the Key Performance Criteria for Panel Tender?</td>
</tr>
<tr>
<td><strong>Account Management</strong></td>
</tr>
<tr>
<td>Provide details of who you would propose to nominate as the account manager along with a summary of their relevant qualifications and experience.</td>
</tr>
<tr>
<td><strong>Reporting</strong></td>
</tr>
<tr>
<td>Do you have the capability and capacity to provide the reporting?</td>
</tr>
<tr>
<td><strong>Provide details of any exceptions.</strong></td>
</tr>
<tr>
<td>Provide details of any additional reports available.</td>
</tr>
<tr>
<td>Detail how you propose to measure and report performance against the Service Level Agreements.</td>
</tr>
<tr>
<td>Attach a copy of the proposed format of the reports.</td>
</tr>
<tr>
<td><strong>Invoicing Requirements</strong></td>
</tr>
<tr>
<td>Do you have the capability and capacity to provide the invoices as required?</td>
</tr>
<tr>
<td>Provide details of any exceptions.</td>
</tr>
<tr>
<td>Provide details of any additional information available.</td>
</tr>
<tr>
<td>Attach a copy of the proposed format of the invoice.</td>
</tr>
</tbody>
</table>
ATTACHMENT 3 – PRICE

1. The vendor should complete the below cost tables with their proposed pricing.
   1.1 All prices should be given on a GST inclusive basis with any GST component separately identified.
   1.2 The vendor should provide details of any discounts (e.g. volume discounts or discounts for payments in advance).
   1.3 Prices, fees, rates and charges must be inclusive of all taxes and other expenses necessary for and incidental to the provision of the goods and/or services.

2. A schedule of rates for the design, installation and design & installation of all AV Standardised requirements (see RMIT AV Design Standards, attached to this RFT in Attachment 5)

<table>
<thead>
<tr>
<th>Costs for Standardised AV Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>AV Design Standard</td>
</tr>
<tr>
<td>AV1</td>
</tr>
<tr>
<td>AV2</td>
</tr>
<tr>
<td>AV3</td>
</tr>
<tr>
<td>AV4</td>
</tr>
<tr>
<td>AV-4C</td>
</tr>
<tr>
<td>AV5</td>
</tr>
</tbody>
</table>

2.2 A schedule of rates for additional labour resource for Services where RMIT AV Standards shall not apply, such as for ad-hoc design/ installation, or for projects where bespoke requirements are necessary.

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Design Resource</th>
<th>Installation Resource</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad-hoc Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Project Resource</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: RMIT will not accept a charge for a minimum quantity of hours.

Normal Hours:

Mon-Fri 8:30 am – 5:30 pm excluding VIC metro public holidays.
ATTACHMENT 4 – COMPLIANCE WITH DRAFT CONTRACT

The vendor should complete the compliance table included in this Attachment 4 by specifying each provision of the Draft Contract in relation to which the vendor does not comply or only partially complies.

1. Where the vendor does not comply or only partially complies with a particular provision, it should provide reasons for its non-compliance or partial compliance.

2. The vendor is not required to specify any provision of the Draft Contract in relation to which the vendor complies. For the purposes of this Attachment 4, "complies" means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Contract can be met by the vendor with no qualifications.

3. If the vendor does not include a document addressing the information on compliance as required by this Attachment 4, the vendor is taken to comply with all provisions of the Draft Contract.

4. Unless a vendor corporation is a corporation listed on the Australian Stock Exchange, the obligations of the vendor under the Draft Contract must be guaranteed by either the vendor's parent company, or by its directors.

Compliance table

The vendor agrees with all provisions of the Draft Form of Contract other than as follows:

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Partially complies / does not comply</th>
<th>Reasons for partial compliance or non-compliance and any proposed alternatives</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 5 – RMIT AV DESIGN STANDARDS