



Education

Supply and Installation of Floor Coverings

PREQUALIFICATION SCHEME

DoE525688877

SCHEME CONDITIONS

SCHEDULE OF DOCUMENT AMENDMENTS

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TABLE OF CONTENTS

1	INTRODUCTION.....	4
2	PURPOSE OF THE SCHEME	5
3	SCHEME DOCUMENTS	5
4	SCOPE OF THE SCHEME	5
5	CONFIDENTIALITY.....	6
6	THE NSW PROCUREMENT BOARD POLICY FRAMEWORK.....	6
7	THE APPLICATION PROCESS	6
8	ACCEPTANCE CRITERIA.....	7
9	NOTIFICATION OF ASSESSMENT OUTCOME	8
10	SPECIAL REQUIREMENTS	8
11	SUPPLY THROUGH A NOMINEE PURCHASER	9
12	SUPPLIER ENGAGEMENT PROCESS.....	9
13	AGREED TERMS AND CONDITIONS OF CUSTOMER CONTRACTS.....	9
14	PERFORMANCE REPORTING BEHAVIOUR.....	9
15	PERFORMANCE REPORTING PROCESS	10
16	PERFORMANCE MANAGEMENT	10
17	SUPPLIER REPORTING	11
18	SUPPLIER LISTING	11
19	SUSPENSION FROM THE SCHEME	11
20	REMOVAL FROM THE SCHEME	12
21	REAPPLICATION PROCESS	12
22	REQUEST FOR REVIEW OF DECISION TO SUSPEND OR REMOVE SUPPLIER	12
23	APPLICANT'S ACKNOWLEDGEMENT	13
24	DISCLAIMER	13
25	PREQUALIFICATION NO GUARANTEE OF WORK.....	13
26	ASSIGNMENT AND NOVATION	13
27	PIGGYBACKING BY OTHER NSW AGENCIES	14
28	TERMINATION.....	14
29	DISCLOSURE	14
30	AMENDMENT OF THE SCHEME	14
	SCHEDULE 1 – CUSTOMER CONTRACT	17
	SCHEDULE 2 – SCHEME REGIONS	18
	SCHEDULE 3 – PERFORMANCE REPORT	19
	SCHEDULE 4 – SUPPLIER REPORTING	21
	SCHEDULE 5 – STATEMENT OF REQUIREMENTS	22
1	PRODUCT CERTIFICATIONS.....	22
2	PRODUCT LABELLING.....	23
3	INSTALLATION.....	23
4	DELIVERY	24
5	PRODUCT & INSTALLATION WARRANTY	24

Prequalification Scheme Conditions for Applicants

1 INTRODUCTION

Floor Covering organisation's that can deliver the end to end supply and installation of floor coverings are invited by the NSW Department of Education (the Department) to apply to be prequalified under the Supply and Installation of Floor Coverings Prequalification Scheme DoE525688877 (the "Scheme").

The Scheme is for an initial term of three years with options for extension of 2 x 1 year extensions. During this term, the Scheme will be open to accepting new applications. Assessment of new applications will occur on a 12 months basis starting from the date of the completion of the scheme.

Applicants will be assessed according to their capability, capacity and commitment. An Evaluation Team (ET) will be established to qualify organisations based on the Acceptance Criteria in this document. Successful Applicants will be notified that they have been accepted as Suppliers in the Scheme by way of a letter. By applying, Suppliers indicate that they will comply with the Scheme Conditions. Final approval will sit with the Chief Procurement Officer of the Department of Education.

The Department's public schools are located across NSW - in the inner and outer suburbs of Sydney, regional centres and rural and isolated communities. In 2014, more than 760,000 students were enrolled in approximately 2,200 public schools. NSW public schools serve the NSW community by providing world-class education and training, and supporting vibrant and inclusive communities.

The majority of purchases by the Department under this Scheme will relate to schools major works and refurbishments.

Eligible Customers may place orders with Suppliers on the Scheme directly to form a Customer Contract. Eligible Customers may also from time to time invite Suppliers under the Scheme to participate in a Request for Quote (RFQ).

This Scheme is not a Whole of Government Contract but will allow other agencies to piggy back reducing the procurement burden on the Department and suppliers by reducing the number of approaches to the market.

At any time during the term of the Scheme, Suppliers under the Scheme may submit applications for new Products that meet with the Department's needs and requirements. All applications will be assessed using the Acceptance Criteria. There is no limit on the number of registered suppliers under the Scheme providing Acceptance Criteria are satisfactorily met.

Estimated Floor Coverings Spend

The current expenditure by NSW Department of Education for the Supply and Installation of Floor Coverings is approximately \$10 million per annum. This estimate is given as a guide only and should not be taken as an indication or guarantee of future orders during the term of the

Scheme.

2 PURPOSE OF THE SCHEME

The Scheme focuses on the following objectives:

- (a) improve quality of floor coverings and compliance to NSW Government legislation and policies;
- (b) create flexibility in a dynamic environment, bringing innovative products and continually improving floor coverings specifications;
- (c) Provide professional expertise and services pre and post installation;
- (d) Improve information collection, analysis and sharing through the Scheme; and
- (e) Support environmental sustainability, Australia and New Zealand Small and Medium Enterprises, Australian Disability Enterprises and Indigenous Businesses and manufacturing.

3 SCHEME DOCUMENTS

The Scheme consists of:

- (a) Scheme Conditions;
- (b) Customer Contract;
- (c) Scheme Regions;
- (d) Statement of Requirements;
- (e) Supplier Reporting Template;
- (f) Customer Order Form; and
- (g) Performance Report.

4 SCOPE OF THE SCHEME

4.1 The Scheme covers the following categories:

- (a) Commercial Carpet /Carpet tile (Tufted 90% Wool/10% Nylon);
- (b) Commercial Resilient Flooring (including linoleum, rubber, safety flooring and Vinyl);
- (c) Commercial Floor Matting;
- (d) Professional expertise and services pre and post installation.
- (e) Disposal of perished material in a sustainable environment

4.2 The Scheme excludes the following categories:

- (a) Window furnishing; and

(b) Awnings, Holland, Venetian and vertical blinds.

4.3 Applicants are invited to offer their entire range of products for consideration. Applicants are also encouraged to offer items produced using recycled products and other innovative products which are ecologically sustainable alternatives. Suggested products may include, but are not limited to, the following:

(a) Tufted carpets

(b) Woven carpets

(c) Bonded products

(d) Carpet Tiles

(e) Matting products

(f) Rubber products

(g) Linoleum sheet & tile

(h) Composite flooring products

(i) Safety Flooring

5 CONFIDENTIALITY

5.1 Information submitted with an Application will be treated as confidential by NSW Government agencies unless otherwise required by law.

5.2 Information submitted with an Application may be subject to investigation and checking, reference checking, searches, interview, enquiries, and confirmation. Applicants authorise all such action by submitting an Application to the Scheme.

6 THE NSW PROCUREMENT BOARD POLICY FRAMEWORK

6.1 Suppliers agree to adhere to the NSW Procurement Board Policy Framework (including NSW Government Procurement: Small and Medium Enterprises Policy Framework) at all times.

6.2 Any breach of the NSW Procurement Board Policy Framework may result in removal from the Scheme and/or termination of a Customer Contract made by the Department under the Scheme.

7 THE APPLICATION PROCESS

7.1 Preparation of Application – General

7.1.1 Applicants are required to be registered with an Ariba Commerce Account.

7.1.2 Applicants may apply for single or multiple Categories/Regions under the Scheme.

7.1.3 Applicants agree that, if accepted to the Scheme, the terms and conditions of any

Department contract will be those in the Customer Contract in Schedule 1 and agree that it is not necessary to sign the Customer Contract for each or any engagement. Instead, parties will complete an Order Form in respect of each engagement.

- 7.1.4 The details of scope of works, Contract Price, and other requirements for the engagement will be set out within the Order Form between the parties. Where parties want to sign a document, the parties may sign the Order Form.
- 7.1.5 Applicants are not entitled at law or equity to recover any costs or expenses associated with the submission of an Application.

7.2 Prequalification Process

- 7.2.1 Applications (new applications or applications by existing Scheme members for additional capabilities and/or removal of limitations) will be assessed through an Ariba Contract Source event. The Department will host subsequent Ariba Contract Source events based on future need and at its discretion.
- 7.2.2 Subsequent Applications will be assessed through the Department's Ariba Contract Source platform. The Department will consider each Application and assess the suitability of each Application based on the Acceptance Criteria of the Scheme.
- 7.2.3 Applications meeting the following Acceptance Criteria and which are in accordance with these Scheme Conditions will be accepted for pre-qualification under the Scheme.

8 ACCEPTANCE CRITERIA

8.1 Mandatory Requirement for Applicants

- 8.1.1 The application will be considered complete only if the Applicant complies with the mandatory requirements under the Scheme, including:
 - (a) a valid Australian Business Number (ABN);
 - (b) fulfilling Supply and Installation of Floor Coverings orders in Australia for longer than three years;
 - (c) ISO9001 Quality Management System Certification;
 - (d) ISO14001 Environmental Management System Certification;
 - (e) evidence of financial security;
 - (f) compliance to Scheme Conditions;
 - (g) compliance to Customer Contract Terms and conditions in Schedule 1;
 - (h) minimum public and product liability insurance policy; and
 - (i) compliance to Statement of Requirements in Schedule 5.

8.2 Minimum Prequalification's Requirements

Financial	Capacity and Capability	Previous Experience	ISO
Allow independent company to conduct financial checks	>3 years in business**	Three (3) referee reports showing supply and installation of floor coverings	ISO9001* ISO14001*

* ISO9001: Quality Management Systems: http://www.iso.org/iso/iso_9000

* ISO14001: Environmental Management Systems: <http://www.iso.org/iso/iso14000>

** Years in business means number of years in fulfilling commercial orders in Australia

8.3 Referee Report

8.3.1 Applicants must provide at least one referee report for each Category in the Application. One referee report can cover multiple Categories.

8.4 Insurances

8.4.1 Applicants must hold the insurances prescribed under the terms and conditions of the Customer Contract as below:

Product and Public Liability Insurance	Workers Compensation
\$10 million per occurrence or \$10 million in the aggregate per annum	Yes

8.4.2 Applicants must provide satisfactory evidence of insurance at the time of Application.

8.4.3 Successful Applicants must maintain current insurances during the term of the Scheme and provide a certificate of currency, if requested.

9 NOTIFICATION OF ASSESSMENT OUTCOME

9.1 The Department may accept or reject an Application based on the Acceptance Criteria. Applicants will be notified in writing on acceptance or otherwise of their Applications.

10 SPECIAL REQUIREMENTS

Membership of the Scheme is subject to the following conditions:

10.1 Applicants must declare in the Application to the Scheme and during the term of the Scheme, whether, at any time it is:

- (a) subject to an Independent Commission Against Corruption (ICAC) proceeding; or
- (b) being prosecuted or convicted of any breach of work health and safety legislation, environmental protection legislation, industrial relations legislation, *Competition and Consumer Act*, or any other laws where a prosecution or conviction would be relevant and material to the goods or services to be provided under the Scheme.

10.2 The Applicant agrees to cooperate with any financial assessment required by the Department.

11 SUPPLY THROUGH A NOMINEE PURCHASER

- 11.1** A Customer can nominate a contractor to be registered as a Nominee Purchaser for the Scheme. A contractor may be a construction company or a service provider engaged by the Customer.
- 11.2** A Contractor seeking to be a Nominee Purchaser should apply to the Customer concerned. A Contractor needs to have written approval from the Department's Representative and applicants agree to supply Products to a Nominee Purchaser under the Scheme Conditions.

12 SUPPLIER ENGAGEMENT PROCESS

- 12.1** A Customer or its Nominee Purchaser can engage the Supplier by one of the following methods:
- (a) issuing an Order to a single Supplier;
 - (b) sending a Request for Quote to one or more Suppliers; and
 - (c) establishing a PSA with one or more Suppliers.

13 AGREED TERMS AND CONDITIONS OF CUSTOMER CONTRACTS

- 13.1** Eligible Customers are entitled to place Orders for the supply of products by the Supplier under the Scheme.
- 13.2** Suppliers and Customers may agree on additional terms and conditions provided that they are no less favourable to the customer than the Customer Contract in Schedule 1 of the Scheme Conditions.
- 13.3** Eligible Customers (other than the Department) shall request written approval from the Department to obtain eligibility to Order under the Scheme.
- 13.4** Eligible Customers (other than the Department) will use the Customer Order Form when ordering under the Scheme.

14 PERFORMANCE REPORTING BEHAVIOUR

- 14.1** Supplier performance monitoring and reporting will be conducted in accordance with the following principles on the basis of their performance under Orders made with the Department under the Scheme:
- (a) the mutual objective of contracting parties to achieve continuous performance improvement;
 - (b) the utilisation of performance reporting as a tool to facilitate the identification and resolution of project issues under the contract;
 - (c) open, proactive and objective performance monitoring and periodic formal reporting by the representatives of both parties to a contract;
 - (d) performance being on the agenda at regular formal contract meetings;
 - (e) performance issues being promptly addressed by the parties concerned;
 - (f) performance issues being discussed openly with the Supplier to ensure that concerns

(such as dissatisfaction with performance) do not come as a surprise when subsequently documented in the relevant Performance Report;

- (g) objective statements or documents consistent with and supporting the performance rating should be used to provide the basis for the ratings recorded in a performance report;
- (h) the assessment of the performance of the Supplier should take account of individual behaviour when necessary to highlight performance problems for resolution; and
- (i) a proactive approach to initiating and encouraging communication by either party to discuss performance and performance reporting matters, including making arrangements for formal performance reporting consultation meetings.

15 PERFORMANCE REPORTING PROCESS

15.1 The Customer will be responsible for the self-management and preparation of Performance Reports in the form prescribed.

15.2 When a performance Report is prepared, the Customer shall:

- (a) provide a copy of the Performance Report to the Supplier; and
- (b) forward the original to the Department's Representative.

15.3 If the Supplier disagrees with the Performance Report, the Customer and the Supplier must attempt to resolve the disagreement in the first instance. Following an unsuccessful attempt to resolve the disagreement, the Supplier may refer the Performance Report, with written reasons for the disagreement, to the Department's Representative.

15.4 The Department's Representative may:

- (a) arrange a meeting between Supplier and the Department to discuss and consider the Performance Report and reasons;
- (b) determine the disagreement in consultation with the Department's senior management;
- (c) if necessary, amend the Performance Report; and
- (d) notify the Supplier of its decision.

16 PERFORMANCE MANAGEMENT

16.1 The Department will manage the performance of Suppliers by:

- (a) monitoring performance through performance scorecards with key performance indicators (which may include but not limited to logistics and customer support capabilities), NSW Procurement Board Policy Framework compliance, on time reporting, contract performance and project outputs and outcomes;
- (b) applying sanctions, such as temporary suspension from the Scheme, where performance is determined to be unsatisfactory;

- (c) revoking a Supplier's membership of the Scheme, following due consideration of the circumstances, where performance is determined to be unsatisfactory; and
- (d) providing the opportunity for a Supplier to request a review of the decisions referred in paragraphs (b) and (c).

17 SUPPLIER REPORTING

- 17.1** Suppliers are required to record information and provide periodic and ad hoc electronic management reports based on parameters specified by the Department's Representative (specific data fields, definitions and reporting format) to Customers and the Department at no additional cost.
- 17.2** Scheme suppliers must provide a report for every project completed in the format prescribed at Schedule 5.
- 17.3** Other management reports may be required in addition to this minimum requirement from time to time.
- 17.4** On time reporting forms a key part of the supplier performance monitoring. Failure to comply with the reporting requirement may lead to suspension or revoking of Scheme membership.

18 SUPPLIER LISTING

- 18.1** A list of the Scheme's prequalified Suppliers will be available to Customers.

19 SUSPENSION FROM THE SCHEME

- 19.1** The Department may suspend a Supplier from the Scheme if it considers the Supplier has:
 - (a) not complied with the Scheme Conditions; or
 - (b) demonstrated unsatisfactory performance; or
 - (c) not complied with the reporting requirements.
- 19.2** The Department may continue the suspension of the Supplier from the Scheme until satisfactory resolution of the matters that resulted in the suspension of the Supplier.
- 19.3** Prior to the Supplier being suspended, the Department will advise the Supplier by email or letter of the matters prompting the proposed suspension action and will give the Supplier the opportunity to provide reasons as to why it should not be suspended.
- 19.4** The Department will advise the Supplier of the reasons for the suspension and of any actions by the Supplier required to lift the suspension. A Supplier that has been suspended from the Scheme must inform the Department if and when the actions required to lift the suspension have been undertaken.
- 19.5** If the corrective action taken by the Supplier is considered by Department to be insufficient, the suspension will remain in place and the Supplier will be notified

accordingly.

20 REMOVAL FROM THE SCHEME

- 20.1** The Department may terminate a Supplier's membership of the Scheme if it considers that a Supplier has:
- (a) breached the Scheme Conditions; or
 - (b) failed to meet applicable financial requirements; or
 - (c) been the subject of substantiated reports of unsatisfactory performance for other NSW Government agencies; or
 - (d) been determined by DoE as not suitable for future work; or
 - (e) rejected opportunities to tender/quote to such an extent that it is considered unsatisfactory by DoE; or
 - (f) experienced an adverse change in capacity or capability; or
 - (g) experienced an adverse change in business status; or
 - (h) failed to promptly and adequately address the reasons for a suspension from the Scheme under Clause 19; or
 - (i) been convicted of any breach of its obligation under work health and safety legislation, environmental protection legislation, industrial relations legislation, competition and consumer legislation, and any other laws, which DoE finds the conviction of which necessitates removal from the scheme; or
 - (j) otherwise failed to meet the standards required of the Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices; or
 - (k) has acted in breach of the Department's Business and Ethics: <https://www.det.nsw.edu.au/media/downloads/doingbusiness/statement.pdf>

20.2 Before a Supplier's membership is revoked, the Department will advise the Supplier by email of the matters prompting the proposed action and will give the Supplier the opportunity to provide reasons as to why its membership should not be revoked.

21 REAPPLICATION PROCESS

21.1 Unsuccessful Applicants may reapply for admittance to the Scheme at any time during the term of the Scheme.

21.2 Suppliers who are removed or have withdrawn from the Scheme under Clause 20 can re-apply for admittance to the Scheme after 12 months from the date of removal.

22 REQUEST FOR REVIEW OF DECISION TO SUSPEND OR REMOVE SUPPLIER

22.1 Where an Applicant and/or Supplier consider that there are substantive grounds for a review of:

- (a) the decision not to admit the Applicant to the Scheme; or
- (b) the decision to suspend the Supplier from the Scheme; or
- (c) the decision to remove the Supplier's membership on the Scheme,

22.2 the Supplier may, within 20 days from the receipt of letter or email advising of the original decision, request a review of the decision in writing, by writing full details of the reasons for the request for review to:

Chief Procurement Officer
Procurement Solutions Directorate
NSW Department of Education
Level 6, 35 Bridge Street
Sydney NSW 2000

22.3 The Department will inform the Supplier of the outcome of the review in writing.

23 APPLICANT'S ACKNOWLEDGEMENT

23.1 In applying for membership, the Applicant agrees to accept the Scheme Conditions.

24 DISCLAIMER

24.1 The Department reserves the discretion to:

- (a) accept an Applicant with or without limitations and/or conditions;
- (b) reject an Application;
- (c) suspend or revoke a Supplier's membership of the Scheme; and/or
- (d) revoke a Supplier's admission to the Scheme.

24.2 The Department will not be held liable for any costs or damages incurred by the Supplier in the exercise of such discretion.

25 PREQUALIFICATION NO GUARANTEE OF WORK

25.1 Prequalification by a Supplier does not guarantee:

- (a) continuity of Prequalification in the Scheme;
- (b) receipt of opportunities to supply; or
- (c) that Customer contracts or work of any kind or quantity will be offered.

26 ASSIGNMENT AND NOVATION

26.1 Prequalification is personal to the Supplier and the Supplier may not assign its membership under the Scheme.

- 26.2 If a Supplier is merged with or acquired by another company, the Supplier may transfer the Scheme membership to the new company by contacting the Department's Representative.

27 PIGGYBACKING BY OTHER NSW AGENCIES

- 27.1 If any other government agency (as defined in the *Public Works and Procurement Act 1912*) requires the Supplier to supply floor coverings to it then the Supplier agrees that it will enter into a separate contract with that government agency on terms provided in this Scheme as though the Department entered into this Scheme on behalf of that government agency, having regard only to necessary changes to reflect that the goods are to be supplied to the government agency.

28 TERMINATION

- 28.1 The Scheme can be terminated with 90 days' notice at the sole discretion of the Department by posting a Termination Notice through the Message board on the Ariba Platform.
- 28.2 The Supplier may, at any time after the establishment of the relevant Scheme discontinue its participation in the Scheme by given written notice to the Department's Representative. Upon receipt of the notice, the Department's Representative will notify the supplier of the receipt of the withdrawn notice and remove the Supplier from the Scheme immediately.
- 28.3 After the Supplier is removed from the Scheme, the Supplier agrees:
- (a) not to accept any new Orders under the Scheme;
 - (b) that Orders placed prior to a Supplier withdrawn its membership or revoked from the Scheme must be fulfilled in accordance with the customer contracts made, unless the Customer cancel or terminate or transition the Customer Order at the Customer's option without liability; and
 - (c) that if requested by the Customer, the Supplier will work with the Customer in good faith during the transition period.

29 DISCLOSURE

- 29.1 The Department will disclose Scheme information in accordance with the *Government Information (Public Access) Act (NSW) 2009* and the NSW Procurement Board Procurement Policy Framework.

30 AMENDMENT OF THE SCHEME

- 30.1 The Scheme will be monitored by the Department to assess whether the objectives and intent of the Scheme are being met. Amendments may be made at the Department's discretion during the term of the Scheme.

Definition of Terms

Unless the context indicates otherwise, the following terms, where used in the Scheme Conditions will have the meanings set out below.

“**ABN**” means an Australian Business Number as provided in the GST Law.

“**ACN**” means an Australian Company Number as provided in the GST Law.

“**Acceptance Criteria**” means the qualification requirements in Clause 8.1.

“**Applicant**” means the entity who submits an Application to the Scheme.

“**Application**” means an application by an Applicant for entry into the Scheme containing the necessary information to enable assessment of it.

“**Assessment**” means the assessment of applications against the Acceptance Criteria.

“**Assessment Period**” means the period taken to complete the assessment process from the Assessment Starting Time.

“**Australian Disability Enterprises**”(ADEs) means not for profit organisations, with charitable status, which provides supported employment opportunities to people with significant disability who would otherwise not be able to work.

“**Customer**” means a representative of the Department of Education (which includes NSW government schools, corporate offices and Aboriginal Affairs NSW and NSW Board of Studies, Teaching and Educational Standards.)

“**Customer Contract**” means the contract between the Customer and the Supplier for the supply of Floor Coverings.

“**Customer Contract Term**” means, if applicable, in respect of a Customer Contract, the term of that Customer Contract.

“**Department**” means the State of New South Wales by its Department of Education.

“**Department’s Representative**” means the person identified in the Scheme Conditions as the Department’s Representative, as varied by notice to the Supplier from time to time.

“**Educational Facilities Standards and Guidelines (EFSG)**” means the minimum standards and design criteria for all new Department projects. Further information can be found at <https://efsg.det.nsw.edu.au/>

“**Eligible Customer**” means:

- (a) a representative of the Department of Education (which includes NSW government schools, corporate offices and Aboriginal Affairs NSW and NSW Board of Studies, Teaching and Educational Standards; and/or
- (b) such other persons or entities, which the Department Representative may from time to time in the his/her discretion, specify.

“**ET**” means the Evaluation Team established to assess initial applications to the Scheme.

“**Indigenous Businesses**” means businesses which are majority owned (at least 50 per cent of the ownership of the business), controlled and managed by a person(s) of Aboriginal and/or Torres Strait Islander descent.

“**Material Adverse Event**” means where the Applicant or Supplier is subject to insolvency or an ICAC inquiry or legal proceedings.

“**NSW Procurement Board Procurement Policy Framework**” means the NSW Procurement Board Procurement Policy Framework, as amended from time to time that may be applicable to the Scheme. The framework can be downloaded from:

<https://www.procurepoint.nsw.gov.au/policy-and-reform/goods-and-services/nsw-procurement-board-policy-framework>

“**NSW Procurement**” means a business unit of the Department of Finance, Services and Innovation.

“**Order**” means an order issued to a Supplier under the Scheme to make a Customer Contract.

“**Product**” means Floor Covering products described in the Statement of Requirements.

“**Scheme**” means the Prequalification Scheme: Floor Coverings.

“**Small and Medium Enterprises (SME)**” means Small and Medium Enterprise from NSW, other states and territories of Australia and New Zealand with up to 200 full time equivalent employees.

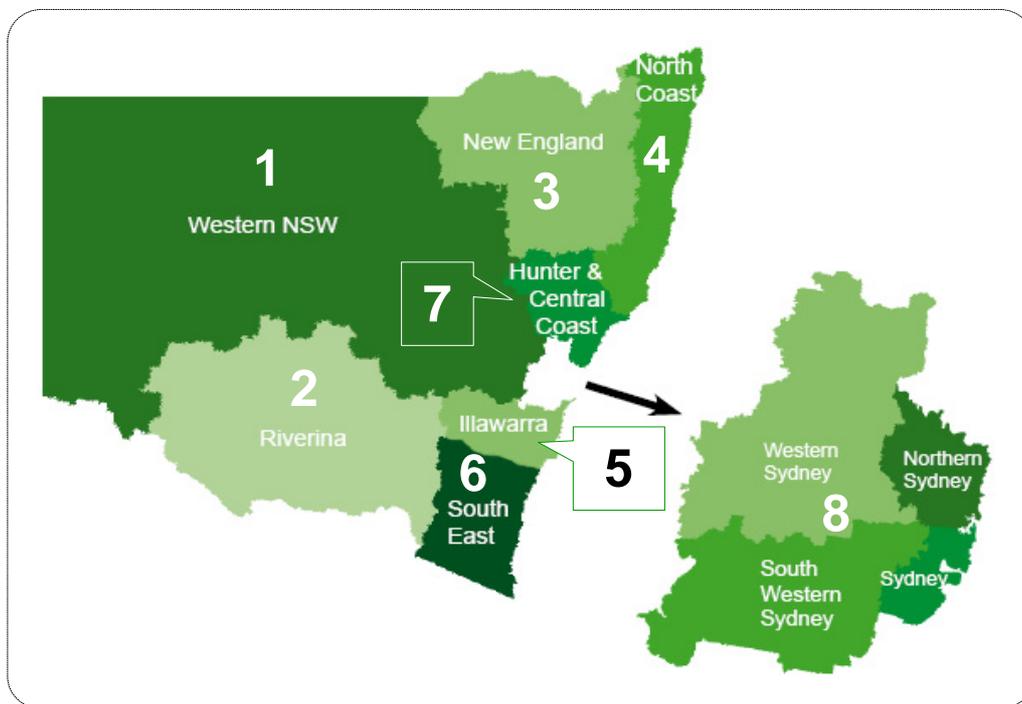
“**Supplier**” means an Applicant that has been admitted to the Scheme.

SCHEDULE 1 – CUSTOMER CONTRACT

Refer to Customer Contract attached at Ariba Contract Source Event Page “Prequalification Scheme – Schedule 1 – Customer Contract”

SCHEDULE 2 – SCHEME REGIONS

Scheme regions are aligned with NSW Department of Education regions as below:



Scheme Regions	No.
Western NSW	1
Riverina	2
New England	3
North Coast	4
Illawarra	5
South East	6
Hunter & Central Coast	7
Metropolitan Sydney	8

SCHEDULE 3 – PERFORMANCE REPORT

PREQUALIFICATION SCHEME: FLOOR COVERINGS

Under the Scheme Conditions, all engaging Customers may submit a Supplier Performance Report. Customers can submit this report to the Department's Representative.

This report is due one month after the completion date of the agency contract or whenever a critical aspect of performance is unsatisfactory.

PROJECT DETAILS

Supplier's Organisation Name:			
Supplier's Contact Person:		Phone:	
Project Name:		Project Value:	\$
Delivery Location (Suburb)			

ASSESSMENT

Did the Supplier supply Product Standard Certification and ISO9001 Certification with Delivery?	Yes		No			
How well did the SUPPLIER meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Superior
1. Product Delivery e.g. meeting milestones.						
2. Management & suitability of personnel e.g. skills, experience, sufficient number, appropriate seniority used						
3. Quality of Service e.g. meeting brief, budget, value for money, no rework, supervision, no over servicing or under servicing						
4. Quality of Product e.g. accuracy, usability and reliability						
5. Cost e.g. actual cost did not exceed cost estimate without prior agreement						

Definition and Relative Weighting of Grading's

Grading	Definition	Rating*
Superior	Standard well above the acceptable standard of performance	10
Good	Standard often exceeds the acceptable standard of performance	7
Acceptable	Meets the acceptable standard of performance	5
Marginal	Mostly meets the acceptable standard of performance but has some weakness.	3

Unsatisfactory	Well below the acceptable standard of performance	0
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Additional comments on the supplier's performance

< comments may be extended on next page >

SIGN-OFF BY CUSTOMER PROJECT OWNER

Name:		Signature:	
Title:		Date:	
Tel No:		Mobile No:	
E-mail:			

SCHEDULE 4 – SUPPLIER REPORTING

Refer to Supplier Reporting Template attached.

SCHEDULE 5 – STATEMENT OF REQUIREMENTS

1 PRODUCT CERTIFICATIONS

1.1 Standards

1.1.1 All products must meet the relevant and current Australian, overseas or international Standards.

1.1.2 All products supplied under the Scheme are to be tested in an accredited laboratory, are independently certified for Australian and New Zealand Standards (AS/NZS) and follow the Department's Educational Facilities Standard and Guidelines which can be found at: <https://efsg.det.nsw.edu.au>

1.1.3 The Educational Facilities Standards and Guidelines (EFSG) set out the minimum standards and design criteria for all new Department projects.

1.1.4 The accepted testing laboratory and certification for products under the Scheme are:

(a) AS/NZS 2111 Textile Floor Coverings

(b) ACCS, www.carpetinstitute.com.au

(c) Natspec, <http://bim.natspec.org>

(d) other laboratories accredited by National Aptitude Test in Architecture (NATA) or International Accreditation New Zealand (IANZ) for conducting the relevant testings.

1.1.5 Component Certification is different to Product Certification, and Component Certification is not accepted under the Scheme.

1.1.6 Flammability Test

(a) AS 1530 Part 23 Early Fire Hazard Properties; or

(b) AS ISO 9239.1 – 2003 (Critical Radiant Flux)

The intention of this requirement is to ensure that all products comply with the Building Code of Australia

Should the flammability requirements of the Building Code of Australia change or new requirements come into place all Suppliers will be required to comply with the BCA requirements for all products held under contract.

1.2 Commercial Environment

1.2.1 Supplier must ensure the Products are fit-for-purpose in a commercial environment.

1.2.2 Supplier must comply with the Government sustainability policies including the environment impact of products including:

- Energy impact of production and transportation;
- Out-gassing (expelling volatile gases to the atmosphere) of Volatile Organic Compounds (VOCs);
- Recycling of replacement products; and
- Disposal strategies.

1.2.3 Environmental Certification Scheme (ECS). Carpet should have a minimum ECS rating of level 2 or above.

1.3 Quality Management Systems (QMS)

1.3.1 The Supplier must ensure the Products supplied under the Scheme are manufactured in factories with ISO 14000 series to manufacture such Products.

2 PRODUCT LABELLING

2.1 Product Label

2.1.1 All products must meet the relevant and current Australian, overseas or international Standards.

3 INSTALLATION

3.1 Installation Conditions

3.1.1 All installations should be installed in accordance with Australian and New Zealand standards and manufacturer's instructions

3.1.2 All installations of carpet, carpet tiles and underlays are to be installed as per AS 2455 and to specifications listed by the Customer.

3.1.3 All installations of Resilient Flooring must be carried out in compliance with AS 1884 and to specifications listed by the Customer.

3.1.4 The Supplier must ensure that any persons (including sub-contractors and agents) carrying out work are both competent and experienced in the relevant type of work and are appropriately licensed or registered. Prior to the commencement of the installation, the Supplier must be aware of and comply with all industrial matters, awards, codes of industrial conduct, industry agreements and site agreements that may apply.

3.1.5 Suppliers will be required to nominate and regularly update a register of their certified installers / layers thus maintaining all warranties.

3.1.6 The Supplier is to provide protection against damage for all work before, during and after delivery and installation of the project. The Supplier shall take all reasonable precautions against damage to buildings and installations while delivering and during installation.

3.1.7 As a condition of completion, all product packaging must be removed from site.

3.1.8 Upon completion of the project the Supplier shall remove all of its equipment, surplus

materials and debris, leaving the installation site in a satisfactory condition.

- 3.1.9 Depositing of rubbish in on-site bins is not allowed. Suppliers must remove all rubbish from site.

4 DELIVERY

4.1 Standard Delivery Time

- 4.1.1 Customers and Suppliers shall agree on delivery conditions prior to placing the Order.
- 4.1.2 In the event a supplier fails to deliver the Product according to the agreed Delivery Time, the Supplier agrees to provide an equivalent product or better Product(s) to the Customer at no additional cost to the Customer.

4.2 Emergency Delivery

- 4.2.1 From time to time, the Customer may require the Supplier to deliver products in an Emergency.
- 4.2.2 In these Emergency Situations, the Supplier must make the best effort in:
- (a) providing the specified product(s), or
 - (b) providing product(s) that meet/s the same functional requirement.
- 4.2.3 Delivery must be made according to the following timelines:
- (a) Metropolitan Areas: within 24 hours of receipt of Order; and
 - (b) Regional Areas: within 48 hours of receipt of Order.

5 PRODUCT & INSTALLATION WARRANTY

- 5.1 All products AND Installation are to be guaranteed against all defects arising from faulty workmanship and materials for the periods below:
- (a) Carpet & Carpet Tiles Product Warranty:
 - (i) 7 years minimum warranty period
 - (b) Carpet & Carpet Tile Installation Warranty:
 - (i) 5 years minimum warranty period
 - (c) Commercial Resilient Flooring Product Warranty
 - (i) 7 years minimum warranty period
 - (d) Commercial Resilient Flooring Installation Warranty:
 - (i) 5 years minimum warranty period
 - (e) Commercial Floor Matting Product Warranty:
 - (i) 7 years minimum warranty period

- (f) Commercial Floor Matting Installation Warranty:
 - (i) 5 years minimum warranty period