



*OTAGO* museum

# WEB PRESENCE

## Request for Proposal and Supporting Information

May 2011



Attached is a Request for Proposal (RFP) to identify a partner to provide a new Content Management System (CMS) which leads to effective and efficient management of the Otago Museum's online presence, including the creation of an elegant and uncluttered new or upgraded website ([www.otagomuseum.govt.nz](http://www.otagomuseum.govt.nz)), integration with suitable social media initiatives and other appropriate online outcomes.

As online media becomes an integral part of marketing communication, it is important that the website and other web presence is integrated with the Museum's branding and positioning, and consistent communication can be achieved with an efficient use of human resources.

Included in this RFP is a general overview; proposal guidelines and requirements; project context; CMS requirements and RFP terms and conditions.

Following the evaluation of written proposals by the Museum's selection panel, up to three respondents will be invited to give a verbal presentation that details:

- a) a vision for the CMS, website and wider web presence
- b) identified deliverables in order to achieve this vision by 2 December 2011 (or earlier)
- c) discussion on the costs and benefits involved
- d) examples of similar work undertaken.

Proposals must be submitted by Friday 10 June at 5pm.

Any questions during the proposal development can be sent to:

Juliet Pierce, Marketing Coordinator

03 474 7474 ext 845

[juliet.pierce@otagomuseum.govt.nz](mailto:juliet.pierce@otagomuseum.govt.nz)

*Please note Juliet will be available from 27 May – 10 June 2011 only.*

# Section 1

## OVERVIEW

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### 1.1 Response Inclusions

The following items must be covered in the proposal:

#### ***Company Credentials***

1. Background information on the organisation and full contact details.
2. List of key personnel who would be working with the Otago Museum if the proposal is successful, giving a brief summary profile of each. Please highlight the primary contact person in relation to the proposal.
3. A brief outline of services provided in relation to the following areas:
  - Usability and accessibility advice
  - Design and content (including user-testing)
  - Social media and mobile device integration/expertise
  - Technical skills and development capability, including systems integration
  - Training to ensure ease of use by Museum staff following implementation
  - Account and project management expertise
  - Search Engine Optimisation capabilities
  - Detail of services or products provided by a third party.
4. Examples of website redevelopment projects completed that have significantly advanced an organisation's web presence (including growth in site numbers and/or the realisation of corporate goals). Each example may include a screenshot, links to live sites, and referee contact details for the most relevant examples. This may include both the organisation's website and other examples of their online/web presence.
5. Approach to problem solving, servicing and guarantee of work.

#### ***Development Methodology***

Provide a brief overview of the planned development methodology to be used to develop, project manage and deliver an effective CMS and web presence for the Museum. Include in this overview the timeframes aligned to key deliverables.

#### ***Costs***

Otago Museum is a public institution, making it all the more important to take into consideration:

- Value for money over the whole life of the outcomes
- Criteria for the measurement of performance and return on investment.

In the proposal an indicative total cost figure for the project is required, taking into account the following requirements. As possible, an identification of costs for the key deliverables is preferred in addition to the total sum. (Please note that comprehensive budget details are not required at this initial stage but will be requested if selected to proceed to the next stage).

1. **A Content Management System** which efficiently enables the publishing of existing and envisaged new content in a variety of ways online. An overview of anticipated requirements for the CMS is outlined in Section 4.

2. **A new website** which is elegant, uncluttered and usable, allows for the integration of future web advances, and can be completely managed in-house by the Museum (including the ability to change all text and images).
3. The ability to **repurpose content/website for mobile hardware options**, with recommendations.
4. **Cost estimates and details** of additional work if not already included in 1-3. It is important to ensure that all possible costs are covered, including:
  - Design (information architecture, interface design, special features or customised components)
  - Production (integration of all pages, features and functionality)
  - Testing (end-user testing, system testing and client acceptance testing prior to go-live)
  - Deployment
  - Account/Project Management
  - Any additional foreseeable costs for any other item related to this project
  - Software licences and support fees
  - Support services supplied post the go-live date

All prices are to be quoted exclusive of GST. Respondents should identify the preferred payment schedule if it differs from payment on and following delivery:

### ***CMS and Website Hosting Strategy***

Indicate how it is envisaged the CMS and website hosting past the go-live date will occur and what costs may be anticipated.

### ***Contract for Supply***

See Sections 5.6 and 5.7 and Appendix 1.

### ***Exclusions***

Note any items considered to be out-of-scope.

### ***Delivery Capability***

Note whether the ideal go-live deadline is achievable for the respondent for a CMS and web presence solution by 2 December 2011, or propose an alternate timeframe.

## **Section 2**

# **PROPOSAL GUIDELINES & REQUIREMENTS**

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### **2.1 Closing Date and Time**

RFP responses must be received at the Otago Museum by 5pm, Friday 10 June 2011.

The Otago Museum may extend the closing date for RFP responses at its discretion. Notification of any extension to the timeline will be emailed directly to respondents who are participating in this process. Proposals lodged after the closing date may be excluded from consideration at the discretion of Otago Museum.

### **2.2 Submission of Response**

Supply 6 hard copies of the proposal, in a sealed envelope, to:

Juliet Pierce  
Marketing Coordinator  
Otago Museum  
P O Box 6202  
Dunedin 9059

Or deliver to:  
Juliet Pierce  
Marketing Coordinator  
Otago Museum Information Desk  
419 Great King Street  
Dunedin

The Museum will acknowledge receipt of the proposal by email.

### **2.3 Enquiries**

Should any additional information be required enquiries can be made by email to Juliet Pierce, Marketing Coordinator – [juliet.pierce@otagomuseum.govt.nz](mailto:juliet.pierce@otagomuseum.govt.nz).

Enquiries will be dealt with via a question and answer process where all registered respondents will receive BCC responses to questions posed.

*Potential respondents must register their interest via email to Juliet by Wednesday 25 May in order to receive these emails.*

Representatives from Otago Museum will not be available for meetings during the response period, and meetings will be held after a short-listing process has occurred.

During the RFP process, any respondents who are existing suppliers or service providers are requested to ensure that their staff do not discuss this RFP with any Otago Museum staff.

## 2.4 Timetable

The timetable for this RFP process is as follows:

Activity	Time	Date
Request For Proposal (RFP) released	5pm	Friday 13 May 2011
Potential respondents registered their interest via email in order to be included in open question and answer process	5pm	Wednesday 25 May 2011
Response period for RFP closes	5pm	Friday 10 June 2011
Otago Museum will notify all compliant respondents (by email) advising either of an invitation to present, or removal from consideration	5pm	Friday 17 June 2011
Presentation/Demonstration Window (Indicative dates)		27 June – 1 July 2011
Notification of evaluation outcomes to presenting respondents (Indicative date)	5pm	Monday 4 July 2011
Discussions with the preferred respondent begin		Friday 8 July 2011
Anticipated project start date (dependent on contract negotiations)		Monday 5 September 2011
Anticipated go-live date (dependent on contract negotiations)		Friday 2 December

## 2.5 Evaluation Process

In selecting a partner for this project, the following key criteria will influence decision making:

- **Usability and accessibility focus:** a user-centric and accessibility-driven web development philosophy – including user testing processes and procedures.
- **Design and content expertise:** strong interface and information design capabilities, including the ability to creatively articulate corporate values and integrate multi-cultural/multi-lingual content.
- **Technical skills and development capability:** strong technical skills and back-end development capability to support them – including programming expertise, ability to customise CMS, and API integration to achieve seamless usability across multiple systems and platforms, providing the end consumer with a consistent image of the Otago Museum.
- **Quality of proposed CMS and vision for the Otago Museum’s web presence:** ensuring that both the systems and vision fit with the Museum’s desired outcomes for the overall online presence.
- **Wide audience appeal and ease of navigation:** usability for a wide range of purposes by a range of people. Contains clear and consistent communication across all media types with a straightforward and logical process to access all information.
- **Social media and mobile device expertise:** experience delivering strategies to engage new audiences, promote activities, and distribute content more widely through social media, third-party websites and new mobile platforms including those currently available, with scope to allow for new platforms to be added in the future.
- **Development methodology and project management:** strong project management skills with regular reporting processes, including the ability to produce ‘plain English’ documentation, preferably with a project manager and development team based in Otago (all other things being equal).

- **Respondent's credentials and capability:** including ability to meet deadlines, and positive referee feedback.
- **Value for money and total cost:** including both during development phase and over the life of the outcome.
- **Ongoing support and agility:** the ability to provide ongoing support to Otago Museum, including handover documentation and training following development, and response to rapid turnaround future projects if any. The system created should ensure that all aspects of the CMS and website should be able to be managed in-house by Otago Museum staff.
- **Ability to develop future-focused online visitor experience:** following a clear development methodology and phased approach to implementing a defined online strategy. Information, design and technical architectures should be both sustainable and scalable from the outset.
- **Understanding of the Otago Museum:** as both a leading institution, community asset and business, alongside a commitment to the Otago community, the business and vision for the project.
- **Familiarity with Web 2.0 trends:** as they apply to cultural institutions and the ability to translate this knowledge into compelling online experiences.

## Section 3

### PROJECT CONTEXT

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#### 3.1 Integration with Existing Technology

The Museum currently operates a series of internal content management systems known as OM Central, the Event Planner and the Promotion Planner. These are all in-house .NET web applications for project management, event and booking organisation and promotion respectively.

The suggested CMS recommended for this proposal should have the ability to integrate with the Museum's in-house systems noted above. For example, this involves being able to load information directly from the Promotion Planner to the CMS for the website (and thereafter to be effectively repurposed for other web presence outcomes).

#### 3.2 Existing URLs

<http://www.otagomuseum.govt.nz>; <http://www.otagomuseum.co.nz/> and <http://www.discoveryworld.co.nz/>

#### 3.3 Museum Project Team and Roles

Project leader and primary point of contact: Juliet Pierce, Marketing Coordinator ([juliet.pierce@otagomuseum.govt.nz](mailto:juliet.pierce@otagomuseum.govt.nz)). The Otago Museum's Systems Development Coordinator (Andrew Charlton), IT Coordinator (Bernard Hamlin) and Content Services Coordinator (Eleanor Ross) will also be key contact points within the process for technical advice and content discussions. The Director responsible for the project is Clare Wilson, Director – Exhibitions, Development and Planning. The contract is negotiated by Shimrath Paul, Chief Executive, on behalf of the Museum.

#### 3.4 What Success Looks Like

A robust and sustainable CMS is developed and an elegant and uncluttered Otago Museum website is running, both with inbuilt capacity for ongoing development and growth. Additionally, a strong integration with social media outlets is observable, resulting in an active online presence.

To measure overall satisfaction with the content management system, qualitative feedback will be collated from all content providers and stakeholders within the Otago Museum team once this system is live in testing phase, in order to identify possible improvements to be made.

Twelve months after going live, website visitors will have increased by at least 25%. The current website receives an average of 783 visitors per week (based on statistics provided by the Museum's current website supplier from 1 March 2010 – 23 February 2011), and the Museum would be expecting to see an increase to not less than 979 visitors per week overall, including both new and returning users.

A Google Analytics system will be implemented as the site goes live to measure a number of facets related to use of the site from the user's perspective. This includes (among other measures) number of visits, pageviews within the site, bounce rate, new vs returning visits, loyalty and recentness of visits. Strong performance in such reports is expected.

The CMS integrates robustly with existing Museum information sources and uploading of content is simple and efficient, thus minimising labour needs.

Downtime of any part of the web presence is negligible.

Social media tools also have the potential to act as useful measure for traffic/user patterns and for feedback. This will include the level of interaction from users, amount and types of content added by users, and statistics provided by these sites including the number of active page users, frequency of visits and actions while on the site.



## Section 4

# EXTENT OF REQUIREMENTS

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This section outlines the requirements for the CMS and web presence. This includes some aspects which are necessary as part of the launch phase of the project, with subsequent potential additions later. This information provides a clear picture of the extent of the project and expectations of the Museum.

At this stage in the process, extensive details on the respondent's ability to meet these requirements are not necessary, however please be aware that written or verbal evidence will be required at a later stage for selected respondents. Alternate suggestions should be made if any of these items appear unachievable.

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### FUNCTIONALITY REQUIREMENTS OF THE PROPOSED CMS

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The ability to operate in a complementary way to the Museum's existing internal information sharing systems (OM Central, Promotion Planner and Event Planner)

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Audit/history of edits made to the website, and by whom.

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Ease of development by in-house or external developers (i.e. the code base should meet best practice).

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Easy integration of website with Google Analytics to run sophisticated analysis. Note: Configuration of Analytics to track usage where this does not come in-built with the CMS is expected.

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Search Engine Optimisation support. Note: Please identify how this will be achieved, such as through content structure, Google XML sitemap generation, metadata and so on.

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Workflow functions (draft and approved/published state, and associated notifications/tasks and alerts) for all content.

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Persistent and meaningful ('friendly') URLs for page content.

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Dynamically generated/editable HTML sitemap, preferably HTML 5.

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Support for compliance with New Zealand Government Web Standards 2.0 at levels appropriate to the audience and user-base.

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Support for mobile device style sheets/display (whole of site, or selected areas).

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Support for multi-lingual content, including Mandarin and Te Reo Māori with appropriate macrons (Unicode/UTF-8 compliant).

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Optimised for archiving (for instance by web-based harvesters such as the Internet Archive or NDHA or to meet the Public Recordkeeping Act requirements).

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Platform capable of integrating content directly to third party social networking site, allowing for a seamless experience between the Museum's website and external sites.

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Provides links from the Museum's newly developed website to third party social networking and event listing websites where appropriate.

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Allows user generated content to be added to website where appropriate.

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Allows for viewing content through mobile devices – whether selected areas via mobile device style sheets or by downloading a mobile application.

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An online booking facility (which may be provided or through a recommended externally hosted site).

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Event listings with the ability to book/purchase tickets (which may be provided or through a recommended externally hosted site).

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Secure credit card facilities, ensuring personal information of users is kept confidential to external parties (which may be provided or through a recommended externally hosted site).

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Ability to share selected content/links easily through social networks and other websites (such as Twitter and Facebook) and by email.

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RSS feeds for frequently updated and changing content (e.g. news items, events listings).

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Spell-check web copy editing, in NZ English.

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Remote accessibility.

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Ability to add keywords and descriptions (and other metadata) for Search Engine Optimisation and content sharing.

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Ability to refer to a previous version of a content page if needed.

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Adding additional users to the system to author and edit content.

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Managing page permissions and different security levels.

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Enables cross discovery of content across different content sections.

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Can publish, hide, and disable content pages. If disabled, manage the message users see.

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Ability to disable a page so search engines can't find it.

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Ability to embed videos and pictures from external or other parts of the website.

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Edit function using a WYSIWIG editor to easily edit pages (including macronised content).

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Has access to an HTML view of content pages and edit with HTML.

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Provide a staging version of the website, allowing for developments which are not live on the website

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Deliver multimedia content in accessible, open, and shareable formats.

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Bulk upload content files (e.g. photos for galleries, multiple files etc).

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Configures RSS feeds for dynamic pages (including amendment of included metadata fields).

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Can modify and customise design templates as required.

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Integrates RSS and atom feeds from other websites (such as the Museum's blog or Twitter account) on a page-by-page basis.

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Moderates user-generated content, including the ability to set automatic approval and reject/queue for moderation based on certain words or against a spam filter.

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Controls security levels for pages (e.g. allow only the media team to view un-released press releases).

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Incorporates content from other websites that have open APIs (e.g. Flickr).

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Maintains one set of contact/event/exhibition details that can appear in multiple locations.

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Ability to re-direct inside the CMS when page content has changed location.

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Has access to a palette of generic design templates for given content types so that they are consistent across the website.

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Sets editing privileges while setting up a site page.

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Ability to copy and paste from Word and have it strip the embedded Word styles out.

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Can share web content for easy discovery through other discovery tools (i.e. structured page

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and content object metadata should be supported).

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Includes function to globally 'find and replace' instance of words or phrases in web copy (e.g. mis-spellings).

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Includes ability to multitask and have the system not idle (e.g. does not time out after 15 minutes).

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Ability to set up pages to go live at a future date.

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Access to a dashboard view of recent changes to the website (e.g. pending tasks).

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Tracking of website usage statistics inside the CMS (i.e. measure the impact and usage of delivered web content at both page and individual object level).

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Manages dead URLs, for instance by receiving a regular report of these.

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Easily updates any interactive features on the homepage or elsewhere, such as Flash rotations etc.

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Generates and run online surveys and polls.

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Assured security of information and access.

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## **CONTENT REQUIREMENTS FOR WEBSITE AT LAUNCH**

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Search function.

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Contact Information.

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Corporate Information.

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Impactful and engaging homepage with ability to change regularly without losing impact.

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Highly appealing visual design throughout which is uncluttered.

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Sub-sites for special exhibitions with the ability to carry their own design identity separate from that of the website.

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News items and press release information.

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Sitemap.

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Otago Museum blog/s.

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Displays social media feeds (for example blog posts, tweets, Facebook updates).

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Employment vacancies and associated processes – including online submission of applications.

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Documents and associated structured metadata.

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Multimedia files (videos, audio, photographs, repurposed in-gallery interactives, podcasts).

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Ability to create a database for e-newsletters.

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Guides and fact sheets.

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Teacher resources and educational activities.

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Information pages.

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Visitor and client comments.

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Exhibition and collection highlights

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FAQs.

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Events/Memberships/Donations/Bequest details.

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E-newsletters.

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Online shop facilities.

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API-surfaced data.

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The website should be geared in the first instance to run using Internet Explorer (version 7-9), Firefox (version 3.6.3 then 3.0.10), Safari 5, Chrome 9-10, and other browsers.

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### **POTENTIAL CONTENT REQUIREMENTS FOR WEBSITE AT SUBSEQUENT PHASES**

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Digital collection items & associated metadata which are searchable and allow visitors to create their own online exhibition.

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Additional other content types as they become available/relevant to the market.

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Multimedia exhibition experiences.

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Ability for users to personalise their Otago Museum web experience (e.g. bring together content from within the site as they wish) including the creation of their own profile and capacity to feed into social networking sites.

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The Museum encourages additional requirements or ideas being submitted by the respondent.

## **Section 5**

### **RFP TERMS AND CONDITIONS**

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#### **5.1 General Conditions**

The cost of preparing and submitting a proposal shall be borne by the respondent. At any time Otago Museum reserves the right to:

- Cancel or suspend this RFP; or
- Vary the terms of this RFP, including varying any policy or criteria relating to the evaluation of responses; or
- Vary any date, timing or processes referred to in this RFP.

#### **5.2 Lead Agency**

Where a respondent considers it necessary to respond to this RFP in partnership with another organisation, the respondent must act as the lead partner, and the roles of the other organisation(s) must be clearly specified.

#### **5.3 Confidentiality of Proposals**

Information provided in the proposal shall be treated as commercial-in-confidence by Otago Museum.

#### **5.4 Validity**

Respondents are to state the timeframe within which their proposal will remain valid, although a minimum period of 90 days from the closing date of submissions is required.

#### **5.5 Acceptance of Proposals**

Otago Museum has taken due care in the preparation of this RFP but reserves the right to revise the requirements and specifications at any stage prior to acceptance of a proposal. Where any such change is made all respondents shall be notified in writing.

If the Otago Museum should decide that none of the proposals are acceptable then it reserves the right to seek additional proposals or enter into negotiations with one or more of the respondents to obtain a satisfactory offer. This will be done at the sole discretion of the Otago Museum.

There shall be no binding contract between the respondent and Otago Museum until a written contract is agreed and signed by the selected respondent and Otago Museum. The acceptance of a proposal made in response to this RFP shall be conditional upon the execution of a contract that is satisfactory to Otago Museum and agreed by both parties.

Otago Museum may not necessarily select the lowest bid or any of the proposals and reserves the right to reissue the RFP if no proposal is accepted.

Without limiting the Museum's right to reject any or all of the proposals, a proposal may at the Museum's sole discretion be rejected, accepted or scored negatively during evaluation if any of the following apply:

- The respondent fails to submit complete information as requested;
- The proposal is not received by Otago Museum by the RFP closure date;
- The proposal contains illegible parts; or
- The proposal does not conform to the RFP requirements as set out in this document.

While value for money and cost are strong factors for the Otago Museum, other criteria may influence Otago Museum's decision to accept or reject a proposal. Otago Museum may request in writing additional information to the proposal from any respondent during the course of the RFP evaluation.

No correspondence will be entered into regarding unsuccessful proposals.

## **5.6 Otago Museum Contract**

As per Otago Museum procurement policy, this project is considered both high risk and high value. As such, a Contract for Supply must be negotiated between Otago Museum and the successful respondent. The contract for supply template is attached as Appendix 1 for the respondent reference. The Museum may vary this template to include additional clauses.

Please confirm the ability to enter into a contract for this project, and what (if any) conditions would apply. In addition, respondents are required to advise in their response any Terms and Conditions they would be unwilling to accept. The final agreement will be subject to successful negotiations between both parties.

## **5.7 Service Terms and Conditions**

Respondents are to indicate their acceptance of the condition that all documentation and representations provided as part of the RFP process will be ancillary to any eventual contractual agreement between the two parties. Respondents are to detail what service components (if any) will be delivered by any third party provider or organisation other than the respondent.

## **5.8 Service or Product Endorsements**

Otago Museum will not endorse or recommend the use of the accepted respondent's services or products, unless specifically agreed by Otago Museum. The respondent will not advertise or promote the fact that they have entered into discussions or an agreement with Otago Museum without obtaining prior approval in writing from Otago Museum. The respondent may not use any Otago Museum branding without prior consent.

# APPENDIX 1

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## CONTRACT FOR SUPPLY

for work described as:

SHORT DESCRIPTION HERE

Between Otago Museum  
And NAME

### WHEREBY IT IS AGREED

#### 1. CONTRACT DOCUMENTS comprise the following

1.1 This Contract Agreement

1.2 Additional documents being:

BULLET POINTS FOR ANY ADDITION DOCUMENTS EG QUOTES, LETTERS ETC

- Museum order number MXXXXX. *This order number becomes valid only on the signing of this contract.*
- Contractor's Health and Safety Agreement (attached) addressing Health and Safety issues.

1.

This agreement records the entire agreement between the Otago Museum and NAME and supersedes and as appropriate cancels any prior written or verbal understanding, agreement or arrangement, and conditions or interpretation of attached additional documents of this contract.

#### 2. DESCRIPTION OF SERVICE

LONG DESCRIPTION HERE- AS SPECIFIC AS POSSIBLE

**Important: If in doubt as to any matter concerning this contract, please contact the Museum, before proceeding, in order to clarify the matter. Responsibility for the DESCRIPTION lies with NAME.**

Provide a written warranty to the Museum guaranteeing the DESCRIPTION against faulty workmanship, materials and performance, excluding normal wear and tear, acts of god, and subcomponent warranties from suppliers.

THIS MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

#### 3. WARRANTY

WRITE ALL WARRANTY DETAILS HERE. CONSIDER PARTS AND LABOUR/ON-SITE OR OFFSITE/TIME PERIOD

#### 4. TIME FRAME

NAME is to undertake the fabrication, supply and installation (OR AS APPROPRIATE) of DESCRIPTION on or before the DATE.

#### 5. PENALTY CLAUSE

Should the contractor fail to meet the required time frame, a penalty of 10% of the contract price will be imposed on the DATE and thereafter, 10% of the contract price weekly until the XXXX is completed to the satisfaction of and signed off by the Otago Museum

THIS MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

## **6. QUALITY ASSURANCE**

The contractor guarantees to fabricate, supply and install all the XXXX in an excellent tradesmen like manner. NAME will remedy any faults or imperfections of its doing to the satisfaction of the Otago Museum.

If there is a difference of opinion in the final product's acceptability, IDENTIFIED THIRD PARTY will be the arbitrator and will have the final say, which will be binding on both parties.

THIS MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

## **7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

Should outputs result from work under this agreement which are subject to the issues of copyright or intellectual property then the Otago Museum shall own such rights unless otherwise agreed in writing.

THIS MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

## **8. MINOR CHANGES/FINE TUNING**

The contractor agrees to incorporate in and work with minor changes to the XXXX before production commences, and will not increase the contract sum unless agreed to, after holding discussion with and receiving written confirmation from the Museum.

THIS MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

## **9. CONTRACT SUM**

The Otago Museum will pay NAME the sum of AMOUNT IN WORDS only, (\$AMOUNT IN NUMBERS) plus GST.

**NOTE: NAME has studied the information supplied by the Museum, held conversations with the Museum and fully understands the extent and intent of the XXXX to be fabricated, supplied and installed.**

**Furthermore the contractor agrees that the Contract Sum is for the total contract in its entirety with everything being priced and has clearly been given the opportunity by the Museum to question and address any concerns.**

**That being the case this is a fixed price contract with no variations whatsoever, unless the scope of the contract is added to by the Museum in writing beforehand.**

**The contractor acknowledges that extensive discussions have been held with the Museum and understands that its ability to deliver a quality product on time (primary importance) and to the tendered price has influenced the Museum's decision to award the contract to NAME**

THIS NOTE MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

## **10. RETENTION**

This contract will have a retention sum of 10% withheld for a period of ninety (90) days from the date of the completed contract being signed off by the Otago Museum and then invoiced.

THIS MAY NOT BE REQUIRED IN ALL CONTRACTS – CASE BY CASE USE

**11. PAYMENT: NAME will invoice the Otago Museum after practical completion (WORDING AS APPROPRIATE) is signed off on the contract by the Otago Museum.**

All invoices received after the 5<sup>th</sup> of the month will be paid in the following month.

In the event of cancellation by the contractor, all advances to be returned.



DATED this .....day of .....2011

SIGNED on behalf of the Otago Museum Trust Board

\_\_\_\_\_  
Shimrath Paul, Chief Executive

SIGNED on behalf of [NAME](#)

\_\_\_\_\_  
Name:  
Delegation:  
Address:

# Contractor's Health and Safety Agreement

XXXXX XXXXXXXX XXXX (Day Month Year)

Dear NAME

**Re: CONTRACT FOR XXXXX**

To comply with the Health and Safety in Employment Act 1992, we require all contractors who wish to tender for contracts or maintain a service agreement/remain a preferred contractor/supplier to provide the following information:

1. Health and Safety Site Specific Safety Plan that includes:

- Safety policy;
- Hazards and the hazard controls; and
- Accident reporting procedures

2. Contractors are reminded that all work is subject to the provisions of the Health and Safety in Employment Act 1992. In particular:

- Contractors are to comply with all regulations, enactments, codes of practice (approved or voluntary) applying to the trade or profession within which they operate;
- We, as the Principal, are to be advised of any and all hazardous plant, equipment, machinery or substances which are brought into the workplace;
- All people utilised are fully trained in the work to be undertaken or are closely supervised by someone who is.
- Any accident or incident which harms or may have harmed any person in the workplace, in addition to being recorded and notified as required under Section 25 of the Health and Safety in Employment Act 1992, are to be reported to Us, as the Principal.
- All safety clothing/equipment required to minimise the risk of injury is to be provided, accessible to and used by any person engaged in the workplace.

3. Before commencing work on our premises, all contractors must ensure that any employees of the contractor, subcontractors on our premises, or if an individual, they are conversant with:

- Emergency procedures (to be followed in the event of an emergency);
- Safety rules and procedures;
- Hazards which have been identified, and the hazard controls.

4. We as the Principal to the contract retain the right to inspect the contract operation at any time, to ensure all safety procedures and rules are being followed. Failure to follow such rules and procedures may result in the contract being terminated immediately.

I agree to abide by all the above conditions, on behalf of:

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Phone / Fax Number(s): \_\_\_\_\_

Sign this copy and return with your Health and Safety Management Plan/Manual.