

PART D - Specifications

8. BUSINESS DRIVERS

8.1 Purpose

8.1.1 The Purpose of this panel contract is to establish a Standing Offer Deed for the delivery of Playgrounds, Openspaces, Modular Structures, Exterior Lighting, Recreational and Associated Infrastructure for New South Wales councils and other eligible Customers.

8.2 Objectives

8.2.1 Create a contract that reflects the requirements of New South Wales councils and other eligible Customers.

8.2.2 Obtain rates as favourable for the smallest organisation as they are for the largest organisation.

8.2.3 Provide eligible organisations with a whole of concept solution in the delivery of outdoor instructure, facilities, services and maintenance.

8.2.4 Provide the flexibility to access the suppliers' full range of goods and services within the scope of requirements.

8.3 Outcomes

8.3.1 The establishment of a Standing Offer Deed which delivers best value to New South Wales councils and other eligible Customers.

8.3.2 Competitive pricing based on the total combined purchasing influence of New South Wales councils and other eligible Customers.

8.3.3 A panel of providers to meet the varying needs of Customers' requirements and a continued streamlined approach to the management and delivery of these products and services.

8.4 Scope of Requirements

8.4.1 The scope of requirements includes the following goods goods/materials/services:

- a) Playground, Fitness & Sporting Equipment
- b) Outdoor Furniture, Site Fittings, Shelters & Shade Structures
- c) Exterior, Outdoor & Urban Lighting
- d) Demountable/Modular Buildings, Temporary Structures, Pre-fabricated Shed Structures & Exterior Restrooms

- e) Playgrounds, Skate Parks, Sporting Fields and Bike/Fitness Tracks
- f) Public Parklands, Gardens, Wetlands and Foreshores
- g) Soft Landscaping & Outdoor Ground Covers
- h) Landscape Structures, Fencing, Retaining Walls, Paving & Masonry.

8.5 Requirement 1 – Playground, Fitness & Sporting Equipment

- 8.5.1 Playground Equipment includes but is not limited to individual pieces and settings. This category includes play systems that encourage climbing, sliding, swinging, hanging, jumping, crawling, spinning, role playing, music making and resting. This category also includes equipment for all abilities and aquatic playgrounds. Playground Equipment may be constructed from timber, metals, plastics, fabrics or other materials including recycled options.
- 8.5.2 Fitness and Sporting Equipment includes but is not limited to netball and basketball goals/backboards, hockey, soccer and football goals, tennis nets and posts, outdoor stretching and fitness structures.
- 8.5.3 This category also includes but is not limited to other associated maintenance and services such as playground inspections and equipment maintenance, spare parts associated with the goods supplied under this contract, information regarding and/or the provision of maintenance services; care and cleaning and onsite training if applicable along with manuals or technical documents if requested.

8.6 Requirement 2 – Outdoor Furniture, Site Fittings, Shelters & Shade Structures

- 8.6.1 Outdoor Furniture includes but is not limited to seating benches, bollards, bins and bin surrounds, bike racks, barbeques (electric and gas), tree surrounds and grates, tables, outdoor heaters, drinking fountains, flag poles, notice boards and planters. These may be constructed from metals, plastics, wood or other materials including recycled options.
- 8.6.2 Outdoor Shelters include but are not limited to barbeque and picnic enclosures, bus shelters, shade structures for varying recreational and civic purposes. These may be constructed from timber, metals, plastics, fabrics or other materials including recycled options. Shade structures include Covered Outdoor Learning Areas (COLAs) (Note. COLAs are typically used by the NSW Department of Education and are usually required to be constructed without C or Z section beams or purlins and bird proof).
- 8.6.3 This category also includes but is not limited to other associated maintenance and services such as spare parts associated with the goods supplied under this contract, information regarding and/or the service of maintenance, care and cleaning and onsite training if applicable along with manuals or technical documents if requested.

8.7 Requirement 3 – Exterior, Outdoor & Urban Lighting

- 8.7.1 Exterior, Outdoor and Urban lighting includes but is not limited to lighting solutions for amenities, landscaping, parks, shelters, sports fields, general access, perimeter and path ways, urban and recreational areas. Lighting may be incorporated into poles, bollards or other systems and powered via solar, LED, electricity or other sources.
- 8.7.2 This category excludes Street Lighting and other lighting facilities not owned by the Customer e.g. asset is owned by network operator/provider or distributor.

8.8 Requirement 4 – Demountable/Modular Buildings, Temporary Structure, Pre-fabricated Shed Structures & Exterior Restrooms

- 8.8.1 Demountable/Modular Buildings and Temporary Structures include but is not limited to portable and/or temporary buildings for worksites, lunchrooms, amenities/toilet blocks, office space, change rooms, temporary office space, training/meeting rooms and emergency management facilities.
- 8.8.2 This category may include internal fitout which includes but is not limited to carpet, walls and floor finishes, blinds, awnings, kitchens, bathrooms, in-built office furniture, heating and/or cooling systems, lighting and switches.
- 8.8.3 The installation and fitout of these facilities may include but is not limited to the installation of plumbing and electrical services.
- 8.8.4 This category may also include the refurbishment of demountable/modular buildings and structures including refreshing the fascia with aesthetic fabric and additions such as screens and louvres.
- 8.8.5 Pre-fabricated shed structures include the design and construction of pre-fabricated sheds. These may be constructed of steel frames and colour bond or aluminium sheeting and may also include the installation of footings and concrete slabs.
- 8.8.6 Exterior restrooms includes but are not limited to environmental toilet systems that may incorporate waterless toilets, composting toilets, incinerating toilets, low-flush toilets, dry toilets, environmental toilet systems that may incorporate waterless toilets, composting toilets, incinerating toilets, low-flush toilets, dry toilets.
- 8.8.7 This category excludes the hire of Modular Buildings, Temporary Structures and Restrooms.

8.9 Requirement 5 – Playgrounds, Skate Parks, Sporting Fields and Bike/Fitness Tracks

- 8.9.1 Playgrounds include but are not limited to the design and construction of playground structures and facilities. These include the refurbishment of existing playground structures.
- 8.9.2 Skate parks include but are not limited to the design and construction of skate parks. This includes the refurbishment of existing skate parks.
- 8.9.3 Sporting Fields include but are not limited to the design and construction of sporting fields such as football, hockey and soccer fields. This also includes facilities such as netball and tennis courts, basketball courts, cricket nets and run ups.
- 8.9.4 Bicycle and Fitness Tracks include but are not limited to the design and construction of bicycle, fitness and walking paths, trails and tracks. This includes trail planning and ongoing management of these facilities. These tracks, trails and paths may be made from materials such as natural earth material, decomposed granite, concrete and boardwalk.

8.10 Requirement 6 – Public Parklands, Gardens, Wetlands and Foreshores

- 8.10.1 Public Parklands, Gardens, Wetlands and Foreshores include but are not limited to the planning, design, development, refurbishment and construction of public parklands, gardens, wetlands and foreshores for conservation, urban amenities and community landscaping.
- 8.10.2 To support the 'whole of concept approach' in the delivery of community infrastructure, facilities and services, this category may include the development and preservation of natural environments such as bushland, wetlands, river and coastal foreshore systems. This may also include open areas with picnic, barbeque, playground, sporting and recreation facilities.
- 8.10.3 The purpose of this category is to provide a contract that has a provision for Design and Construct (Class 6). This excludes 'Design Only' consultancy projects. Where the customer is sourcing only the design, these services are available under an existing LGP contract, LGP1208-3 Professional Consulting Services.

8.11 Requirement 7 – Soft Landscaping & Outdoor Ground Covers

- 8.11.1 Outdoor Ground Covers include but are not limited to sporting and safety surfacing. These include impact absorbing materials for playgrounds such as wet pour as well as synthetic turfs and clays, rubber mats and acrylic coated pavements for all sporting applications and may include under surfaces and drainage.

- 8.11.2 Soft Landscaping Supplies includes but are not limited to gravels, pebbles, rock and other aggregates, composts, manures and mulches, lawns and turf including alternatives and synthetics, sands and soils.
- 8.11.3 This category excludes chemicals such as fertilisers and other agricultural products. These goods are available under an existing LGP contract, LGP408-3 Horticultural, Pest, Pool and Water Management.

8.12 Requirement 8 – Landscape Structures, Fencing, Retaining Walls, Paving & Masonry

- 8.12.1 Landscape Structures include but are not limited to pedestrian bridges, decking, boardwalks, viewing platforms, marine and boating platforms. These may be modular, kit style or custom designs and may be constructed of timber, steel and other materials including recycled options. Landscape Structures should be suitable for various environments.
- 8.12.2 Fencing includes but is not limited to post and/or rail fencing and gates including acoustic barriers, hand rails and boundaries. These may be constructed of wood, plantation vegetation such as reeds and bamboo, metals, plastics, stone or other materials, including recycled options.
- 8.12.3 Retaining Wall Construction includes but is not limited to the construction of retaining walls such as gravity walls, cantilever walls, anchored walls, reinforced soil or nailed walls and mechanically stabilised walls. These walls may be constructed out of concrete block walling, poured concrete, wood, gabions, stone, dry stone and brick.
- 8.12.4 Landscape Paving includes but is not limited to paving constructed out of quarried stone and/or composite materials such as concrete paving, poured concrete, brick, segmented paving, permeable paving and stone paving (e.g. sandstone, slate, gravel, granite and limestone).
- 8.12.5 This category excludes the paving of roads and thoroughfares using bitumen or asphalt materials and services. These services are available under an existing LGP contract, LGP213 Delivery of Asphaltic Concrete (AC) Materials & Related Services.

8.13 Contractors to provide their full range

- 8.13.1 Where Contractors can provide related materials, products or services that are not specifically listed under this Part D Specification, they may propose them to the Principal for inclusion as Deliverables. In the absence of any benchmark pricing established under the Contract, pricing will be ascertained through quotes via VendorPanel®. Deliverables required on a regular basis are, where reasonably practical, to be listed with a benchmark price.

8.14 Collaborative Project Arrangements

8.14.1 This Specification allows for a Customer to:

- 8.14.1.1 select one Contractor to provide multiple categories of goods/materials/services (provided the Contractor has been approved for each category by the Principal); or
- 8.14.1.2 select multiple Contractors to provide one or more categories of goods/materials/services (provided the Contractor has been approved for each category by the Principal); and/or
- 8.14.1.3 select one Contractor to act as a project manager to coordinate other selected contractors.

8.14.2 On occasion, the Customer may decide to appoint one of the LGP Approved Contractors as a project manager, whereby they will take on additional responsibility in project management. The extent of that responsibility should be clearly stated to all relevant Contractors in the RFQ. The Customer should clearly set out in its RFQ how the project will operate, e.g. whether there will be two Contractors acting as sub-contractors to the project manager, or whether three Contractors be separately contracted to Customer. The purpose of this is to establish the responsibilities of the Contractor(s) engaged in the project, to determine a scope for each Contractor engaged, and to ensure a smoother project delivery.

8.15 Exclusion List

8.15.1 The following goods are excluded from this contract:

- a) Chemicals such as fertilisers and other agricultural products (available under the LGP contract, LGP408-3 Horticultural , Pest, Pool and Water Management);
- b) The paving of roads and thoroughfares using bitumen or asphalt materials (available under the LGP contract, LGP213 Delivery of Asphaltic Concrete (AC) Materials & Related Services);
- c) 'Design Only' consultancy projects. (Where the customer is sourcing only the design, this is available under an existing LGP contract, LGP1208-3 Professional Consulting Services);
- d) Street Lighting and other lighting facilities not owned by the Customer e.g. asset is owned by network operator/provider or distributor;
- e) Hire of plant and equipment, including Modular Buildings, Temporary Structures and Restrooms; and
- f) Swimming Pool Construction, Installation and Maintenance.

8.16 Financial Limits of Work

- 8.16.1 There is no financial limit to the value of the Deliverables provided under a Customer Contract.
- 8.16.2 The Customer will consider the expected financial value of the Deliverables and determine whether the Deliverables are such that it is reasonably prudent to purchase them at the benchmark pricing or whether seeking appropriate numbers of quotations via the VendorPanel® system should be carried out. Where the Customer determines to seek quotations, the Principal recommends that no less than three quotations are sought unless the Customer is able to justify an alternate approach under its official procurement policies and guidelines.
- 8.16.3 Where the financial value or project risk is considered significant, the Customer may require special terms and conditions in addition to those detailed in 8.18. Any derogation to the terms under the LGP Standing Offer Deed are to be first approved by the Principal and are to be stipulated in the Customer's specification or statement of work provided via VendorPanel®.

8.17 Applicable Terms and Conditions

- 8.17.1 The terms and conditions applicable to the Customer Contract are recommended to be selected according to the category of work being undertaken. The Customer may nominate that a higher level of terms and conditions are to apply than is recommended, if their specific requirement warrants this.
- 8.17.2 Under this panel arrangement, engagements will be classified under the following class types:
- i) Class 1: Supply only
 - ii) Class 2: Supply & Minor Installation
 - iii) Class 3: Supply & Major Installation
 - iv) Class 4: Minor Construction Projects
 - v) Class 5: Major Construction Projects
 - vi) Class 6: Design and Construct.
- 8.17.3 Under this panel arrangement, five options for Customer terms and conditions are included. These options are provided to allow Customers to select the most appropriate Customer Terms and Conditions that meet the needs of the Customer's specific quotation.
- 8.17.4 The recommended use of Customer Terms and Conditions in accordance with classes defined in 8.17.2 are as follows:

- i) Class 1 and 2: Schedule D, Option 1 (*)
- ii) Class 3: Schedule D, Option 2 (*)
- iii) Class 4: Schedule D, Option 3 (*)
- iv) Class 5: Schedule D, Option 4 (*)
- v) Class 6: Schedule D, Option 5 (*)

*Subject to clause 5.2 of the Standing Offer Deed, special terms of contract may be added to address specific requirements.

8.17.5 For the purposes of this specification, the following defines how each class should be considered when determining what contract terms should be utilised between the Customer and the Contractor;

- i) Class 1: Supply only – The supply of products and materials to the customer without any installation or service component;
- ii) Class 2: Supply and Minor Installation – includes those projects that require installation services that are low risk and that the work involved for the contractor does not exceed 10% of the contract value. An example of these types of installation services may include the installation of playground equipment on existing footings or minor concrete works e.g. concrete slab under a park bench.
- iii) Class 3: Supply and Major Installation – includes those projects that require installation services that have a defined risk and the work involved for the contract exceeds 10% but does not exceed 30% of the contract value. An example of these types of installation services may include excavation works, concrete footings and/or slabs and the removal of existing structures etc. Typically, these projects may require licenced trade services and/or building contractors to complete the works, however they are not construction projects.
- iv) Class 4: Minor Construction Projects – Supply of Materials, Products and Services incorporating minor works and services (not incorporating design and construct) with a contract value of \$150,000 to \$500,000 (excl. GST)
- v) Class 5: Major Construction Projects – Supply of Materials, Products and Services incorporating major works and services (not incorporating design and construct) from \$500,001 contract value (excl. GST) upward.

- vi) Class 6: Design and Construct – Supply of Materials, Products and Services incorporating design and construct from \$150,000 contract value (excl. GST) upward.

8.18 Variation to Deliverables

8.18.1 Contractors are required to update the range of Deliverables they can supply as those new products or services become available. Changes may come about from superseded or discontinued materials or products, or include additional or complementary materials or products, development and improvements, new technologies, revised or amended standards etc. However, any additions or variations to the Deliverables range must be consistent with the scope of this Part D Specification.

8.19 Standards, Legislation and Licenses

8.19.1 All products and/or services provided should comply with the Australian Standards. As a general rule, all products and services, including spare parts supplied, should comply with or exceed all current applicable Australian Standards.

8.19.2 Where an Australian Standard does not exist, the relevant International or Overseas standards should apply. Where an industry code of practice is in effect the Contractor must comply with standards of that practice. Where relevant legislation, such as the *Electricity (Consumer Safety) Act 2004* (NSW), is in effect, the Contractor must comply with the requirements under that legislation.

8.19.3 All relevant standards and codes should be observed and met by the tenderer and all subcontractors, especially those relevant to the sectors of:

- a) Building and Construction
- b) Consumer Products, Services and Safety
- c) Public Safety
- d) Energy.

8.19.4 All Deliverables provided under the Contract should comply with the above standards and specifications and any other standards or specifications commonly required by eligible Customers in the supply and delivery of Playgrounds, Open Spaces, Modular Structures, Exterior Lighting, Recreational and Associated Infrastructure, regardless of whether those standards are specifically listed above or not.

8.20 Pricing Structure

8.20.1 Pricing is to be in accordance with clause 3 of the LGP Standing Offer Deed.

8.20.2 Customers will either place orders directly with a Contractor based on the published price (e.g. for low value, one off purchases), or may upload their

Request for Quotation (RFQ) detailing their specification or statement of work into VendorPanel® to receive an appropriately configured and priced quotation.

8.20.3 Contractors' quotations may be based on rates that are lower than the 'published price' to reflect the scale of the particular project engagement, volume of material or other relevant circumstances.

8.21 Exclusions to the Pricing Schedule

8.21.1 Tenderers are not required to submit pricing for design, installation, construction, maintenance, repairs, demolition and removal and other support services as it is greatly varied and can be established via RFQ engagement.

8.21.2 After the first 12 month period of the Term, but no more than once during each twelve (12) month period (including optional extension periods), the Contractor may apply in writing to the Principal to increase or decrease the discount or margin of a Deliverable. Any such application must include written substantiation for the increase or decrease in the discount or margin.

8.21.3 The Principal may approve or reject the proposed increase or decrease in discount or margin for the Deliverable by written notification to the Contractor. The Principal is entitled to accept or reject a discount or margin increase or decrease application in its absolute discretion. Where the discount or margin variation is accepted by the Principal, the Price Schedule will be deemed to be amended to include the varied discount or margin and such variation will take effect from the date specified by the Principal.

8.21.4 Without limiting clause 3.4 of the Standing Offer Deed, the Principal reserves the right to delete a Deliverable from the Price Schedule or terminate this Deed if it considers a discount or margin increase or decrease application to be unreasonable.

8.21.5 Contractors are required to update the Deliverables supplied under the contract in accordance with changes to their product range. Changes may come about from superseded or discontinued products, or include additional or complementary products, development and improvements, new technologies, revised or amended standards etc. However, any additions or variations to the product range should be consistent with the categories of product(s) and prices charged, or already being supplied by the Contractor under the contract. Acceptance of additional products onto the contract will be at the sole discretion of the Principal.

8.22 Scope of Customer Requirements

8.22.1 Customer requirements will vary based on the individual Customer needs.

8.22.2 Individual Customer requirements should be defined using a RFQ or other relevant form, containing a project brief and listing the specific product and/or

service requirements (e.g. general requirements, time-frame, standards, outputs required, etc).

8.23 Additional Components

- 8.23.1 Incidental Customer requirements that are not already listed as part of this Specification may be included in the Customer RFQ and will be deemed to be purchased in accordance with the Standing Offer Deed , provided the \$ value does not exceed a nominal 10% of the value of the total quotation. Specifications or statements of work with additional incidental requirements, or quotations having content that would clearly exceed the 10% value, must be brought the attention of the Principal for endorsement before they will be considered to have been procured in accordance with panel contract arrangement and conditions.
- 8.23.2 If any value adding components are included in the Contractor's Tender, the Contractor is obliged to provide the value adding components under the Standing Offer Deed. Value adding components may include but is not limited to cost reductions (bulk discounts) or quality services such as Playground Inspections.

8.24 Qualifications and Licences

- 8.24.1 All relevant New South Wales Building and Construction licences, certificates and other required accreditation applicable to the work of the Contractor that is approved for by the Principal must be held by the Contractor.
- 8.24.2 If your organisation is categorised as a Builder and/or as a Trade Contractor by law in New South Wales, you are required to hold the relevant licence class required by NSW Fair Trading applicable to the category of work being undertaken.
- 8.24.3 An Approved Contractor under this arrangement is required to hold the relevant NSW Fair Trading licences and certificates for any work carried out.
- 8.24.4 If an Approved Contractor engages a subcontractor to carry out installation work, both the Approved Contractor and subcontractor must hold the relevant licenses.
- 8.24.5 University graduate, Licences and/or Trade qualifications should be held by the principals or senior staff of the Contractor.
- 8.24.6 Relevant tertiary qualifications or equivalent work experience should be held by technical and support staff of the Contractor.

8.25 Location, Time-frames and Delivery

- 8.25.1 Products and/or services offered under this arrangement are required to be supplied to Customers throughout New South Wales. Contractors may elect to provide only specified Deliverables to some or all regions throughout the State.
- 8.25.2 Contractors will be advised by the Principal in regard to their appointment to the panel arrangement and in regard to which regions they have been approved to supply Deliverables.
- 8.25.3 The Contractors will be required to make available or provide the Deliverables under the Standing Offer Deed to those Customers or regions throughout New South Wales as offered in clause 8.2 in this Specification in a timely manner and as agreed with the Customer.
- 8.25.4 The Customer's delivery requirements should be detailed in the specification or statement of work uploaded to VendorPanel®. The Customer may indicate tentative or preferred delivery dates or times. The Contractor's ability to meet expected delivery dates and times will be indicated by comment in the Contractor's quotation when uploaded into VendorPanel®.

8.26 Warranty, Service and Repairs

- 8.26.1 The Contractor has provided the schedule for warranty, service and repairs in Part L – Warranty & Delivery Schedule.
- 8.26.2 Warranties on the Deliverables are to be provided by the Contractor. A minimum warranty of 12 months is required for Deliverables of a physical nature i.e. goods/materials.

8.27 Quality

- 8.27.1 A formal quality assurance system is required to be in place. It is expected that the Contractor's system will be documented and be of a standard appropriate to the type of Deliverables being provided by the Contractor.
- 8.27.2 Suitable new materials, or suitable recycled materials where approved by the Customer, shall be used. Workmanship is to be undertaken with due care and skill, to be proper and tradesman-like.

8.28 Issues Management

- 8.28.1 Contractors are to provide a telephone contact, such as a Customer hotline (toll free if practical), to assist the Customer's staff and to provide solutions to any issues.
- 8.28.2 Contractors will have a formal issues management system to address Customer service issues. Customers are to be able to raise issues directly with the

Contractor's nominated contact officer. This officer will be authorised to make resolution decisions on behalf of the Contractor. The officer will be available for liaison with the Principal's staff to address issues that cannot be resolved directly with a Customer.

8.29 Nominated Personnel

8.29.1 Key personnel required for the effective management of this arrangement are as follows:

- a) a) the Primary Contact is a point of contact for liaison with the Principal's representatives;
- b) b) the Reporting Contact is to ensure that information entered into the Principal's reporting portal is valid and up to date;
- c) c) the Deed Contact is responsible for all issues relating to contracts;
- d) d) the Customer Contact is responsible for liaison with the Customer;
- e) e) the Invoicing Contact is responsible for all associated invoice/payment communications; and
- f) f) the Vendorpanel Contact is to be nominated and be responsible for online registration, management of colleagues, company profile and validity of certificates of currency in VendorPanel®.

8.30 Performance Measures by Customers

8.30.1 The delivery of the goods/products in scope of this specification may be measured by Customers using the following performance measures and targets:

- a) a) Quantity correctness;
- b) b) Quality;
- c) c) Cost;
- d) d) Fit for purpose;
- e) e) Timeliness;
- f) f) Feedback to Customer on delays;
- g) g) User satisfaction;
- h) h) Co-ordination and management of subcontractors; and
- i) i) Continuous improvement.

8.30.2 The Customer may choose to implement additional performance measures to suit the particular engagement. This may be formalised as a Service Level Agreement (SLA).

8.30.3 Results of performance measures may be provided to the Principal by Customers.

8.31 Performance Management by the Principal

- 8.31.1 The Contractor is required to actively promote the benefits of the LGP308-3 Playgrounds, Open Spaces, Modular Structures, Exterior Lighting, Recreational and Associated Infrastructure panel contract and encourage New South Wales Local Government entities and other potential Customers to engage the Contractor's services via this panel contract.
- 8.31.2 One of the means of assessing a Contractor's performance will be via the number of Customers using its services and the value of the Deliverables it has supplied under the Standing Offer Deed panel arrangement.
- 8.31.3 The Contractor's performance in this regard will be assessed annually, as a minimum. A Contractor which has done minimal or no contracting under this panel arrangement will be requested by the Principal to explain the circumstances and may be subject to ongoing performance review, suspension, or as otherwise authorised under the Deed.
- 8.31.4 The Contractor will be required to work with Customers to ensure that all Deliverables under this contract are made available or delivered to an appropriate standard and quality.
- 8.31.5 All work is to be completed within agreed timeframes.
- 8.31.6 The Contractor will be required to work with Customers to ensure that all Deliverables provided under a Customer Order are delivered to an appropriate standard and quality.
- 8.31.7 Contractors may be required to attend performance review meetings with the Principal on a quarterly basis within the Term of the Standing Offer Deed. Contractors will be required to implement improvements (as may identified by the Principal), if any, and notify the Principal of the implementation within four (4) weeks of the performance review meeting, or as otherwise agreed in writing between the Contractor and the Principal.
- 8.31.8 Additionally, a Contractors' performance will be assessed against the following Key Performance Indicators (KPIs) and any other KPIs agreed with the Customer:
- a) Delivery Performance will be measured on the Contractor's compliance with the required time-frames set by the Customer and accepted by the Contractor.
 - b) Quality Performance will be measured on feedback from Customers and reporting results.
 - c) Warranty Service Levels will be measured on the Contractor's compliance with the following:
 - i) minimum warranty of twelve (12) months for all materials and services at no additional cost to the Customer;

- ii) repairs to Deliverables purchased must be undertaken within the timeframes as set out in clause 8.26 of this Specification.; and
 - iii) where the rectification cannot be identified and a suitable rectification process established via telephone/email communication with the Customer, a technically qualified representative of the Contractor must be available on-site to assess the issue within 24 hours, or a timeframe otherwise agreed with the Customer.
- d) Reporting will be measured on the Contractor's compliance with accurate and timely reporting requirements as set out in this Specification.

8.32 Number of Recognised (Approved) Panel Contractors

8.32.1 The number of Contractors appointed to the panel is not limited and the Principal may choose to vary the number during the course of the contract based on the ability of panel contractors to meet Customer needs and service the regions across New South Wales.

8.33 Form of Contract-Standing Offer Deed

8.33.1 The contract between panel contractors and the Principal will be that shown in the Request for Tender document, Part J - Standing Offer Deed.

8.33.2 The contract between a panel contractor and a Customer will be in accordance with that appearing in Schedule D (Standard Terms of Contract between a Customer and the Contractor) of the Standing Offer Deed and as amended by agreement between the panel Contractor and the Customer and the Principal.

8.34 Associated and Subsidiary Companies

8.34.1 Appointment as an Approved Contractor does not automatically extend to associated, affiliated or subsidiary organisations owned or controlled by the Contractor.

8.34.2 The Principal may consider allowing associated, affiliated or subsidiary organisations of a Contractor to become an authorised subcontractor of the Contractor upon formal application by the Contractor.

8.35 Reporting

8.35.1 The Contractor may be required to provide reports to the Principal and Customers against agreed key performance indicators.

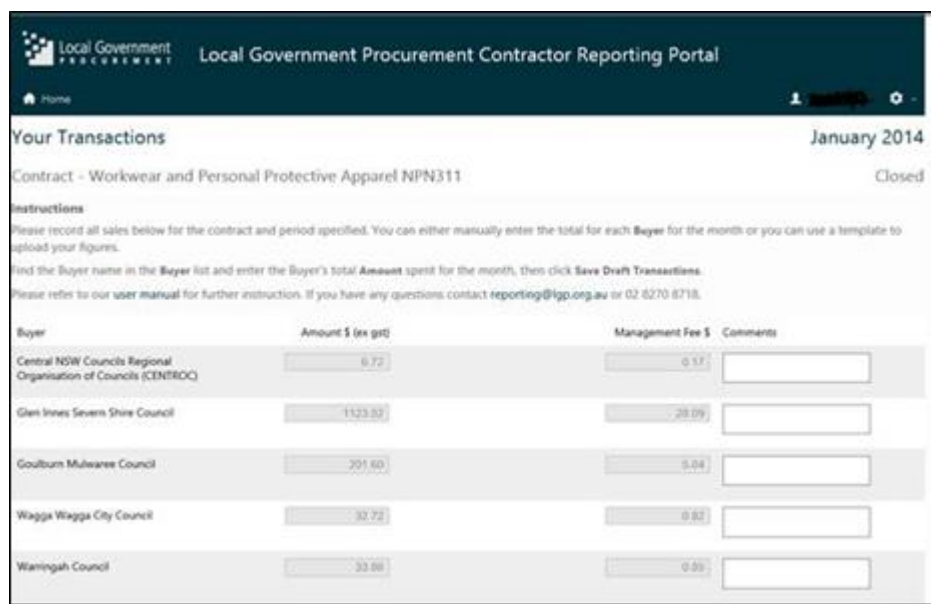
8.35.2 The Contractor will be required to provide reports for sales made under this arrangement.

8.35.3 Reporting is due on the 14th of each month for the previous month's invoiced sales under this contract. Sales provided are GST exclusive and are to be entered directly into the online LGP Contractor Reporting Portal. The portal streamlines the reporting process for contractors and also provides visibility of historical information.

8.35.4 The Contractor shall nominate a Reporting contact, initially and ongoing throughout the contract term, who will be responsible for ensuring that information entered into the reporting portal is valid and up to date. The Reporting contact shall be responsible for the collective reporting information including, if appropriate, reporting from authorised agents, subcontractors and dealers or other nominated parties identified by the Contractor in Schedule A of the Standing Offer Deed.

8.35.5 The Contractor will be required to report even if there are NIL sales for the month.

8.35.6 An example of the portal is shown below:



The screenshot displays the 'Local Government Procurement Contractor Reporting Portal' interface. The page title is 'Your Transactions' for 'January 2014'. The contract details are 'Contract - Workwear and Personal Protective Apparel NPN311' and the status is 'Closed'. The page includes instructions for recording sales and a table for entering data.

Buyer	Amount \$ (ex gst)	Management Fee \$	Comments
Central NSW Councils Regional Organisation of Councils (CENTROC)	6.72	0.17	<input type="text"/>
Glen Innes Severn Shire Council	1123.32	28.09	<input type="text"/>
Goulburn Mulwaree Council	201.60	5.04	<input type="text"/>
Wagga Wagga City Council	32.72	0.82	<input type="text"/>
Warringah Council	33.98	0.85	<input type="text"/>

8.36 Invoicing

8.36.1 The Contractor must be able to provide the following minimum invoicing requirements;

- a) order number;
- b) title of products;
- c) ABN Number;
- d) price ex GST;
- e) GST;
- f) Payment terms;

- g) total price; and
- h) freight (if applicable).

8.37 Contract Management

- 8.37.1 The Principal will nominate a Category Manager who will be responsible for liaison with the Contractor in relation to management of the Standing Offer Deed.
- 8.37.2 The Contractor will be required to nominate a senior executive as a Primary Contact to act as the Contractor's representative, including acting as the primary point of contact with the Principal, exercising responsibility for management and performance of the Standing Offer Deed and liaising with the Principal's Contract Manager.
- 8.37.3 The Contractor's Primary Contact may be required to attend performance review meetings with the Category Manager periodically as advised by the Principal throughout the Term of the Standing Offer Deed.
- 8.37.4 The Contractor's Primary Contact representative will be responsible for ensuring the Reports required under this Specification are provided to the Principal and Customers in accordance with this Specification.

8.38 VendorPanel®

- 8.38.1 The Contractor's Vendorpanel contact will be responsible for ensuring that the Contractor responds to the Principal's invitation to register on VendorPanel®, the web-based Quotation Tool to be utilised for engagement with Customers under this contract. Only those companies registered in Vendorpanel® will be the recipients of Customer quotations.
- 8.38.2 The Contractor's representative will be responsible for ensuring that on-line registration is fully completed including, company information, insurance details, company profile and company logo uploaded.
- 8.38.3 The Contractor's representative will be responsible for ensuring that information on VendorPanel is valid and maintained.
- 8.38.4 The Contractor's representative will be responsible for the addition of, deletion of and management of other staff members / colleagues on VendorPanel.