



Supplier Panel – 2024 - 2027 Roading Related Contract Services

24-108

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A. INTRODUCTION

1. PURPOSE OF THE 2024 UPDATE

The Whakatāne District Council (WDC) supplier panel was established in 2020 to allow relatively small, low-risk contracts to be procured in a way that minimises the time and effort required to tender for WDC physical works contracts. Other benefits of this model as well as the objectives sought are listed within this section of the RFT.

During the 4 years of contract delivery using this model, areas for improvements have been identified. The purpose of the **2024 Update** is to introduce these improvements.

2. SUPPLIER PANEL –

2.1. WHAT IS IT?

The WDC Supplier Panel is for Physical Works Suppliers, for the provision of Roading Related Contract Services. However, the model may also be used for other WDC work such as certain 3 waters, and places and open spaces work, applicable to panel activities. It is expected that the Supplier Panel model will be the preferred delivery method for Roading Activities up to the value of \$1,000,000.

The supplier panel procurement model aims to simplify the ‘traditional’ open market tender method by only requiring non-price attributes to be submitted and assessed once for the term of the Supplier Panel, rather than with each tender.

A Supplier Panel is a list of suppliers that are pre-approved to undertake certain activities.

- Several Panels have been created to deliver different WDC roading related work activities,
- Suppliers need to apply to be accepted onto the specific panels that align with their business.
- Suppliers are required to submit non-price attribute information relevant to each specific panel that they wish to be accepted on to.
- The requested attribute information is used to determine whether the supplier has the required competencies to be approved onto the panel, or not.
 - A Suppliers attribute information is evaluated and suppliers that are accepted onto a specific panel receive a grading relating to the evaluation of attribute information received.
 - A suppliers grading relates to a discount factor that is used when evaluating tender prices.
 - The discount factor reflects WDC’s focus on seeking value for money and quality outcomes, similar to a traditional Price Quality Method (PQM) tender evaluation model.
- Packages of work corresponding to the different activity panels are then made available to the approved panel members to provide a price submission for evaluation.
 - The tender submissions are evaluated on a lowest discounted price basis.
 - Certain packages of work may adopt a mini-tender approach to achieve best value. Any mini-tender approach will limit the information sought from the panel members to matters specifically related to the contract eg.
 - Specific pricing and details of the contractor’s proposed programme
 - Quality
 - Methodology and resources for delivery.
 - Additional information will generally be on a pass/fail basis.
 - Guidance on the requirement of additional information will be provided within the specific RFT.

2.2. BENEFITS OF THIS MODEL

In contrast to one-off procurements, panel arrangements provide an opportunity to develop long-term partnerships between the client, the supply chain, and other stakeholders. This supports a working environment that can drive **continuous improvement**. Panels provide the opportunity to measure and improve performance on contracts, comparing successive contracts to ensure that lessons are transferred.

Maintaining a core group of trusted suppliers, who have proven track records, over successive contracts avoids the steep learning curve usually required for one-off contracts.

The expected benefits of this model are:

- Contracts for individual projects above value thresholds set by the WDC procurement strategy and the Government Procurement Rules can be procured without the need to advertise on the open market. This is expected to significantly reduce the time and resource needed for more traditional procurement methods.
- Panels promote long-term partnerships between the client, suppliers, and other stakeholders, which can help support the working environment needed to drive continuous improvement.
- Panels offer the structure needed to measure and improve performance during a contract, compare successive contracts, and ensure lessons are transferred into future work.
- The long-term relationship with suppliers can create a commercial environment that encourages sustainable investment and employment in local businesses.
- A well-structured panel model with a robust performance measurement system can provide evidence to verify that public money is being used wisely.
- All parties have a better understanding and ownership of risks and how best to manage them.

WDC acknowledge that the work needed up front to establish and update a panel is more than for tendering a single contract, although it is expected that the longer-term benefits will outweigh this.

3. OBJECTIVES OF THE SUPPLIER PANEL

Whakatāne District Council is continually looking for ways to be more customer focused and dynamic in the way we manage and maintain our roading network.

We have a capable, robust, and energetic transportation team, with the goal of providing the best value for money service for our road users, our community and our road network whilst supporting local contractors.

The Panel will continue to:

- Be an open panel and provide opportunities for new suppliers to join,
- Create competition and encourage capable suppliers to respond,
- Give all suppliers a full and fair opportunity to compete for work,
- Make it easy for all suppliers (small to large) to do business with us,
- Allow Whakatāne District Council to attract the right supplier who can deliver successful outcomes, at a fair price and on time,
- Build demanding, but fair and productive relationships with suppliers,
- Make it worthwhile for suppliers – encourage and reward them to deliver great results,
- Drive best value for money outcomes,
- Make balanced decisions – consider the social, environmental, and economic effects,
- Encourage innovation and be receptive to new ideas and ways of doing things,
- Share and allocate risks fairly,
- Work together with suppliers to deliver successful outcomes.

The updated panel model will introduce a structured method for measuring supplier and panel performance to enable WDC to provide evidence that successful outcomes are being achieved.

This delivery method is expected to provide improvements in efficiencies, cost savings and improve WDC's ability to implement sound asset management practices, in a best for network approach. These improvements are expected to come as a result of: -

- Reduced tendering effort and costs for both suppliers and WDC.
- Getting work to the market more efficiently and effectively and in a collaborative manner.
- Contractors being able to price packages of works to suit their available resource at the time.
- Savings for the contractor by not being locked into long term price commitments that may not be economical for the duration of the work, as seen through previous term-contracts.

- Improved productivity and efficiency, less wastage due to implementing 'lean' construction management techniques.
- A lower likelihood of claims for variations through close relationships and improved communication between client and contractor
- A better collaboration between Council and the contractors is expected to result in improved management and mitigation of risks.
- Constructability efficiencies through strong, long-term relationships with the contractors

4. ANNUAL SUPPLIER PANEL MODEL REVIEWS

Annual reviews of this supplier panel model will be undertaken to ensure that the benefits and objectives listed under section A2.2 and A3 are being realised. Feedback will be sought from all active panellists during the annual review process to ensure all stakeholder feedback is captured and fed into the review process. If the review identifies areas for improvement these will be incorporated within the model and the supplier panel model will be updated accordingly. The results of the annual supplier panel reviews will be made available to all panellists and all proposed changes will be made clear to the panellists prior to implementation.

Panellists are considered active by submitting responses to RFTs and requests for pricing. Suppliers do not need to be successful in their efforts to secure work to be considered active but must exhibit a desire to secure work. Stagnant panellists may be asked to provide WDC with their reasoning for their lack of activity on the panel and may not be invited to provide feedback on the performance of the panel.

5. OVERVIEW OF HOW THE SUPPLIER PANEL WORKS

5.1. APPLICATION AND APPROVAL TO BE ON ONE OR MORE OF THE ACTIVITY PANELS

At the time of establishment, WDC asked suppliers to submit non-price attributes for each panel activity that they had interest in. It was a requirement for suppliers to meet certain criteria (detailed in Section D) to ensure only competent contractors were approved to carry out the panel relevant packages of work. Suppliers non-price attributes were then assessed and graded in relation to the level of competency shown within their submissions. Suppliers were assigned a grading, which related to a discount factor that was then applied during the evaluation of tender prices for work packages. In recognition of the increased premium Council is prepared to pay for quality workmanship the new levels and corresponding discount factors are shown below:

- **A Grade** – Demonstrates exceptional compliance with requirements and the supplier continues to submit regular tenders for the packages put forward to the relevant panel. **15% discount factor**
- **B Grade** – Requirements are fully covered, and the supplier continues to submit regular tenders for packages put forward to the relevant panel. **10% discount factor**
- **C Grade** – Requirements are fully covered **5% discount factor**
- **D Grade** – Requirements are adequately covered **0% discount factor**
- **E Grade** – Total non-compliance or inability to convey the provision of requirement – **not approved onto Panel**

All existing panel members will maintain their current **discount factor** and will be advised in writing of their **new grade**. This new grading mechanism will result in all 'A' graded contractors becoming 'B' graded contractors, but their discount factor will remain at 10%, all 'B' graded contractors will become 'C' graded contractors, but their discount factor will remain at 5% and so forth. The introduction of the new 'A' grade and associated 15% discount grade has been introduced to drive continuous improvement and reward contractors who continue to deliver high levels of service.

Section F of this RFT outlines how contractors can improve their grade.

5.2. AWARD OF WORK PACKAGES THROUGH THE PANEL

Packages of work issued through the supplier panel will undergo a competitive tender process, either based solely on discounted price or as part of a mini-tender process. The necessary information to submit a tender for the package of work will be sent to the approved suppliers (typically a scope of work, including schedule of quantities, delivery timeframe, specification, and drawings appropriate for the scale of works package). WDC will assess which panel is the most relevant activity panel for the package of work, and this will be the panel that is requested to price the work package.

Packages of work that fall under several activity panels may be procured through GETS.

Suppliers will be given an appropriate timeframe to tender the work package in line with the scope of work, this will be advised when the price is requested.

Suppliers are not required to submit a price for every package of work requested of their panel. Not providing a price will not affect a supplier's inclusion in future requests for pricing but a prolonged lack of involvement in work procured through the panel may have a negative impact on a supplier's grade or their presence on the panel, in the long term. **If a Supplier is not intending on providing a price for a work package, WDC do appreciate a response to advise that this is the case, and such a response demonstrates that a supplier still has interest in the panel.**

The work package will be awarded to the supplier that submits the lowest price after their discount factor has been applied. Eg:

Contractor	Tender Price	Discount factor	Discounted Price	
GRADE A	\$100,000	15% = \$15,000	\$85,000	Lowest Discounted Price
GRADE B	\$95,000	10% = \$9,500	\$85,500	
GRADE C	\$92,500	5% = \$4,625	\$87,875	
GRADE D	\$95,000	0% = \$0	\$95,000	

Contractor A is awarded the work package for \$100,000.

Upon award of the work package, where more than three prices are received, all panellists who have submitted tenders will be advised the range of discounted prices submitted and the name of the successful tenderer. Where three or less prices are received, the panellists who have submitted tenders will be advised of the successful tenderers name and discounted price.

5.3. PERFORMANCE EVALUATION AND OPPORTUNITY TO CHANGE GRADING LEVEL

Performance evaluation assessments will broadly focus on:

1. Safety Performance.
2. Quality of Workmanship.
3. Timeliness and Schedule Adherence.
4. Cost Management.
5. Stakeholder Communication and Engagement.
6. Environmental Sustainability.
7. Innovation and Continuous Improvement.
8. Contractual Compliance.
9. Community Impact.
10. Regulatory Compliance.

From August 2024, upon completion of each package of work a Performance Evaluation Assessment will be completed by the client, using the following method:

- Step 1. Each supplier panel RFT will include information on outputs, objectives and metrics that will be considered during the Performance Evaluation Assessment.
 - a. For contracts with longer contract periods, assessments may be undertaken at predetermined intervals. This will promote transparency and allow improvements to be made (should they be required) prior to completion.
- Step 2. WDC will complete an initial assessment of the contractor's performance and issue a draft copy of this assessment to the contractor.
- Step 3. The contractor will have 10 working days to request a meeting to further discuss and agree on the score. No response, within this timeframe, shall be deemed as acceptance of the initial assessment and the score will become final.
- Step 4. The final score, for the work package will be recorded and go towards any future assessment and grading of the Contractor.
- Step 5. The current grading for the panel will be reviewed once three or more evaluations have been completed using the average of the last 3 performance evaluation scores, grades can be increased and decreased based on the results of a review. –

The purpose of the performance evaluation assessments is to drive continuous improvement and maintain a high quality of workmanship.

Over time, the results of the performance evaluations will determine a Supplier's new grading level and corresponding discount factor for the following work allocation assessments. This gives suppliers that are approved onto the panel at a lower grading level the opportunity to develop their competency and experience to move up the grading levels and achieve a better discount factor. It also ensures suppliers that are approved onto the panel at a high grading level, maintain a high level of competency and workmanship when executing work packages. Panellists who have not submitted a tender following 10 opportunities to do so will be invited in to meet with WDC to discuss their position on the panel.

In the event of continued, poor performance through the execution of work packages, a Supplier may be excluded from future requests for pricing for that Activity Panel. This will occur when an average ranking/grading, for the last 3 assessed work packages of E is scored.

In the event of serious misconduct, non-conformance, or work resulting in significant risk exposure to WDC, Suppliers will be excluded from future requests for pricing for all Activity Panels.

5.4. ACTIVITY PANELS

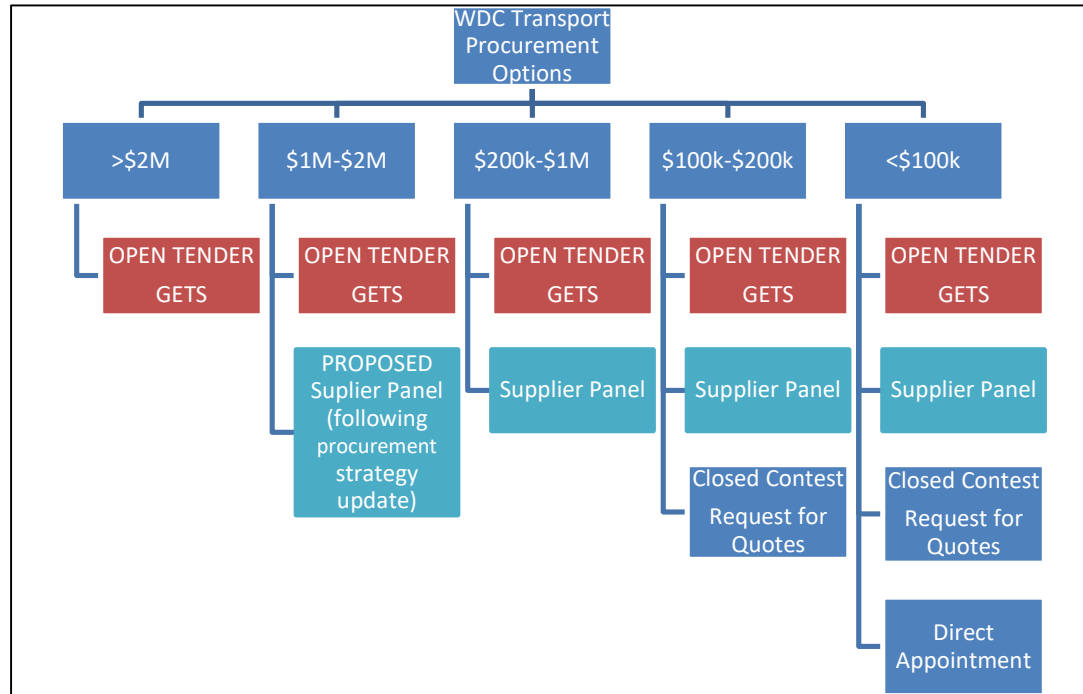
The below table sets out the eight different panels that suppliers can apply to be included on. Suppliers can apply to be on one or as many of the different panels as they are competent to carry out work for. The list of activities gives an indication of the types of work that will be covered by that particular panel. The supplier does not need to be able to carry out all of the activities listed to be approved onto that panel.

Panel 1	Sealed Pavements - Capital	Panel 2	Sealed Pavements - Maintenance
Activities	<ul style="list-style-type: none"> • Pavement Rehabilitation • Road Improvements and Construction • Seal Extensions 	Activities	<ul style="list-style-type: none"> • Routine pavement maintenance
Panel 3	Paths and Kerbing	Panel 4	Minor Structures and Railings
	<ul style="list-style-type: none"> • Footpaths • Cycleways • Unsealed Pathways • Vehicle/Pram Crossings • Kerb and Channel • Dish channel 		<ul style="list-style-type: none"> • Guardrail/Barrier Installation • Minor Bridge Maintenance • Minor Retaining Wall Maintenance
Panel 5	Structures	Panel 6	Earthworks
	<ul style="list-style-type: none"> • Large Culvert replacement/ upgrades • Underpasses • Box Culverts • New Retaining Walls • MSE Walls • Sheet piling • Gabion Walls 		<ul style="list-style-type: none"> • Bulk earthworks – cut/fill • Bank cutting
Panel 7	Drainage Maintenance	Panel 8	Environmental
	<ul style="list-style-type: none"> • Drain cleaning • Culvert Flushing • Small Culvert Replacements/ upgrades • Minor gabion/rip rap work 		<ul style="list-style-type: none"> • Tree Felling • Tree Trimming • High Trimming

5.5. ACTIVITIES EXCLUDED FROM THE SUPPLIER PANEL

WDC reserve the right to procure packages of work outside of the supplier panel.

WDC have the following procurement options for Transport related work:



5.6. MINIMUM VOLUME AND OUTSIDE PANEL APPOINTMENTS

Whakatāne District Council does not guarantee any suppliers appointed to the panel the provision of a minimum level of work. Whakatāne District Council is not required to have all its needs met by the panel and in some circumstances, appointments outside the panel may be appropriate. Panellists can also tender for any appointments that are requested outside the panel.

5.7. SUPPLIER PANEL TERMS

The updated Supplier Panel Framework contract will be in place from 1 July 2024 until 30 June 2027. At the Principals discretion and acceptance by Waka Kotahi, this term can be extended for a further 3-year extension (to 30 June 2030) without the need for existing panel suppliers to re-tender to be on the panel. Further updates may be issued to enhance the supplier panel model during these periods.

5.8. NEW PANEL APPLICATIONS THROUGHOUT THE TERM OF THE FRAMEWORK CONTRACT

The Whakatāne District Council Supplier Panel Framework Contract is an OPEN Panel. New suppliers will be given an opportunity to join the Supplier Panel throughout the term of the Framework Contract. This opportunity is available, upon request, during the Term of the Supplier Panel (refer 5.9 above). New panel applications must be in the same tender format and will be evaluated using the same process as outlined in Sections B to D.

5.9. COLLUSION MANAGEMENT

Price rigging or collusive pricing is a breach of the Commerce Act. Where there is an indication of collusive behaviour occurring between approved suppliers, it will be investigated further and reported to the Commission. Council reserves the right not to award a package of work to a supplier if there is suspicion of collusive behaviour

6. CONDITIONS OF CONTRACT

The Supplier Panel Framework contract will be facilitated in conjunction with NZS 3910:2013 Conditions of Contract for Building and Civil Engineering Construction. A 2023 update to NZS 3910 has recently been completed, if WDC choose to move to the 2023 version all suppliers will be notified and provided adequate lead in time to prepare themselves and their staff for the change.

6.1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be NZS 3910:2013 Conditions of Contract for Building and Civil Engineering Construction.

6.2. SCHEDULE 1 – SPECIFIC CONDITIONS OF CONTRACT

Contract for:	ALL PANEL CONTRACTS
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Each panel work package will include a contract specific schedule of conditions of contract; however the following conditions are applicable to all panel contracts. The following clauses will not be duplicated within individual panel RFTs. Any amendments to the following conditions for a specific panel RFT will be clearly stated within that particular RFT.

Clause in General Conditions	Title and subject matter	Specific condition data
1.	INTERPRETATION	
2.	THE CONTRACT	
2.1	Type of Contract	
2.1.1	This Contract is a:	
	(a) Measure and value contract governed by 2.3	✓
2.5	Local authority contracts, contracts in public places, and road contracts	
2.5.1	Is this Contract a local authority contract to which 2.5.2 applies?	Yes
2.5.3	Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply?	Yes
2.5.4	Is this Contract a road contract to which Appendix B applies?	Yes
2.6	Evidence of Contract	
2.6.2	How is the Contract Agreement to be executed?	
	(a) As stated in 2.6.2;	✓
2.7	Documents prepared by the Engineer or Principal	
2.7.1	Copies of the Contract shall be supplied without charge to the Contractor in the following electronic form:	PDF
3.	BONDS	
3.1	Contractor's Bond	
3.1.1	Is a Contractor's Bond required?	No

3.2	Principal's Bond	
3.2.1	Is a Principal's Bond required?	<i>No</i>
5.	GENERAL OBLIGATIONS	
5.11	Compliance with laws	
5.11.3	Exceptions to the Principal's obligations to obtain licences under 5.11.3 are:	<i>Nil</i>
5.11.4	Exceptions to the Contractor's obligation to give notices and obtain other licences under 5.11.4 are:	<i>Nil</i>
5.17	Safety Plan	
	Is a Site-specific safety plan required to be prepared by the Contractor?	<i>Yes</i>
5.18	Quality Plan	
	Is a quality plan required to be prepared by the Contractor?	<i>Yes</i>
5.19	Traffic management plan	
	Is a traffic management plan required to be prepared by the Contractor?	<i>Yes</i>
5.20	As-built drawings and operation and maintenance manuals	
5.20.1(a)	Are as-built drawings required to be prepared by the Contractor?	<i>Yes</i>
5.20.1(b)	Are operation and maintenance manuals required to be prepared by the Contractor?	<i>No</i>
6	THE ENGINEER	
6.1	Appointment of Engineer	
6.1.2	The Engineer is:	Peter Bailey of Resolve Group, 93 The Terrace, Wellington 6001
	whose professional qualification is:	CMEngNZ, Chartered Professional Engineer, B.E. Civil
8.	INSURANCES	
8.1	General	
8.1.1	The party identified below shall arrange the following insurances referred to in the following clauses:	
	8.3 or 8.8 Construction	<i>Contractor</i>
	8.8 Existing structure(s) and contents	<i>Not Applicable</i>
	8.4 Plant	<i>Contractor</i>
	8.5 or 8.9 Public liability	<i>Contractor</i>
	8.5.2 Motor vehicle liability	<i>Contractor</i>
	8.6 Professional indemnity	<i>Not Applicable</i>

8.1.6	The following forces of nature shall be specifically insured under 8.3 or 8.8 as applicable:	
	(a) Landslip:	No
	(b) Earthquake:	No
	(c) Tsunami:	No
	(d) Tornado:	No
	(e) Cyclone:	No
	(f) Storm:	No
	(g) Flood:	No
	(h) Lightning strike:	No
	(i) Volcanic activity:	No
	(j) Hydrothermal activity:	No
	(k) Geothermal activity:	No
8.3, 8.8	Construction insurance <i>(These items are required to be completed whether the Contractor or the Principal is the insuring party (see 8.1 above))</i>	
8.3.2, 8.8	The following shall have their respective interests noted in the construction insurance policy:	Not Applicable
8.3.3, 8.8	Where construction insurance is required <i>(see 8.1 above)</i> , the amount of insurance to be effected for the Contract Works and Materials shall be for not less than the sum of the Contract Price, after the acceptance of the tender or other offer, plus the following allowances:	
	(a) An allowance for the Cost of demolition, disposal and preparation for replacement work, equal to:	
	The percentage in the right hand column of the Contract Price adjusted as above:	✓ 10(%)
	(b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to:	
	The percentage in the right hand column of the Contract Price adjusted as above:	✓ 10(%)
	(c) An allowance for items to be incorporated in the Contract Works, the Cost of which is not included in the Contract Price, equal to:	
	The amount in the right hand column:	\$0 (Nil)
	(d) An allowance for an increase in the Contract Price due to Variations equal to:	
	The percentage of the Contract Price adjusted as above, stated in the right hand column:	✓ 10 (%)
	(e) An allowance for increased construction costs due to inflation equal to:	
	(i) The amount in the right hand column:	✓ \$0 (Nil)

8.4	Contractor arranged Plant insurance	
	Where Plant is required to be insured (see 8.1 above):	
	The Contractor shall insure each item of Plant on the Site having a current market value of more than:	<i>\$50,000</i>
8.5	Contractor arranged public liability insurance	
8.5.1	Where required see (8.1 above), public liability insurance shall be effected by the Contractor for an amount not less than:	<i>\$2,000,000</i>
	Such public liability insurance may include sub-limits:	
	<ul style="list-style-type: none"> For liability arising out of vibration, weakening or removal of support, of not less than: 	<i>N/A</i>
8.5.2	Where required (see 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than:	<i>\$5,000,000</i>
9.	VARIATIONS	
9.3	Valuation of Variations	
9.3.9	For On-site Overheads:	
	The prices and rates in the Schedule of Prices are inclusive of full allowance for On-site Overheads:	✓
9.3.10	For Off-site Overheads and Profits:	
	The prices and rates in the Schedule of Prices are inclusive of full allowance for Off-site Overheads and Profit;	✓
9.3.11	For time-related Cost, the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit in relation to an extension of time to be applied in accordance with 9.3.11 is:	
	As nominated in the Contractor's Tender	✓
9.3.15	For processing of Variations, the percentage to be paid in accordance with 9.3.15 is:	
	As nominated in the Contractor's Tender	✓
10	TIME FOR COMPLETION	
11.	DEFECTS LIABILITY	
11.1	Defects Notification Period	
	The Defects Notification Period shall be:	
	<ul style="list-style-type: none"> For the Contract Works: 	<i>52 Weeks</i>
	<ul style="list-style-type: none"> For any Separable Portions: 	<i>NA</i>

11.3	Final Completion Certificate	
11.3.2	Prior to issue of the Final Completion Certificate	
	Producer Statements are not required	✓
11.5	Warranties	
11.5.1	No warranties are required;	✓
11.6	Guarantees	
11.6.1, 11.6.2	No guarantees are required;	✓
12	PAYMENTS	
12.1	Contractor's payment claims	
12.1.3(b) (iii)	Advances for Materials delivered to the Site	
	Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall not be made;	✓
12.1.3 (b) (iv)	Advances for Temporary Works or Plant	
	Advances for Temporary Works or Plant shall not be made:	✓
12.1.3(b) (iv)	Advances for Materials not yet on Site	
	Advances for Materials not on Site shall not be made;	✓
12.3	Retention monies	
12.3.1, 12.3.2	The percentage to be retained from each progress payment and the limit of the total sums retained shall be in accordance with the following:	
	For the Contract Works, a total retention of: <ul style="list-style-type: none"> • 0% for the first \$200,000, and • 0% on the next \$800,000, and • 0% on amounts in excess of \$1,000, 000, and 	✓ Retentions shall not be held by the client
12.8	Cost fluctuations	
	Cost fluctuations shall not be paid;	✓
12.13	Goods and services tax	
12.13.2	Payment Schedules provided by the Engineer:	
	Shall be in the form of a buyer created tax invoice and the parties agree not to issue any other tax invoice for items covered by the Payment Schedule.	✓
13.	DISPUTES	
13.4	Arbitration	
13.4.3	If required, the arbitrator shall be nominated by the following Person:	President of the Arbitrators' and Mediator's Institute of NZ
15.	SERVICE OF NOTICES	

6.3. ENGINEER TO CONTRACT

The Engineer to Contract is **Peter Bailey of Resolve Group**. His Professional Qualification is MIPENZ, Chartered Professional Engineer, B.E. Civil. Contact details are as follows:

Postal address:	PO Box 7226, Wellesley Street, Auckland 1141
Delivery address:	93 The Terrace, Wellington, 6001, NZ
Mark for the attention of:	Peter Bailey
Email address:	Peter.Bailey@resolvegroup.co.nz

B. REQUEST FOR TENDERS – New Panels or updated tender submissions for grading.**1. KEY INFORMATION FOR TENDERERS**

These Tender Documents shall be read in conjunction with NZS 3910:2013 Conditions of Contract for Building and Civil Engineering Construction, specifications, schedules, and all other documents contained or referred to within the body of the whole document.

NZS 3910:2013 is not included with this document.

2. INVITATION TO TENDER

Tenderers are invited to provide non-price attributes to request a position on one or many of the Whakatāne District Council Supplier Panels for Roading Related Contract Services. The panel activities are:

1. Sealed Pavements - Capital
2. Sealed Pavements - Maintenance
3. Paths and Kerbing
4. Minor Structures and Railings
5. Structures
6. Earthworks
7. Drainage Maintenance
8. Environmental

No on-site meeting is proposed. Tenderers are to inform themselves as per clause 103 Conditions of Tendering NZS 3910:2013

WDC staff are available to respond to queries and provide support to new applicants and existing panellists wishing to apply for new panels.

3. TENDER OVERVIEW

Tenders will be evaluated, and approval of Suppliers onto the Panel will be on the basis of their non-price attributes only, no pricing information is required. Tenderers are to ensure their tender submission conforms to the requirements set out in Section C of this document.

4. TENDER SUBMISSION

All tender submissions for all activity panels will be requested electronically and all responses must be submitted electronically via email. It is critical that suppliers provide WDC with an accurate and current email address for RFTs to be issued to.

Tenders with all required supporting information shall be submitted via E-Tender and emailed to tenderbox@whakatane.govt.nz. All tenders are due for submission by:

Time: 3.00pm

Date: 28 June 2024

Tender submissions must be marked with:

Contract: 24-108 – Supplier Panel – Roading Related Contract Services – 2024 - 2027

Tenders must be submitted in accordance with the instructions set out in this request for tender.

Whakatāne District Council will accept requests for new panellists and requests for grading reviews throughout the duration of the framework contract.

For further information:

Contact person: Dave Wathall

david.wathall@whakatane.govt.nz

Whakatāne District Council

C. TENDER PROCESS – New Panels or updated tender submissions for grading.
1. CONDITIONS OF TENDERING

The Conditions of Tendering shall be those set out in NZS 3910:2013, Conditions of Contract for Building and Civil Engineering Construction and as amended in Section C2.

2. CHANGES TO CONDITIONS OF TENDERING

(Clause numbers refer to conditions of tendering clauses)

104.4 Add: - “Should any contradiction arise between the contents and requirements of the Whakatāne District Council Procurement Manual (WDCPM), NZTA’s Procurement Manual (NZTAPM) and the Tender Documents (TD), the order of precedence will be TD followed by WDCPM, followed by NZTAPM.”

106.3 Add: - “The Principal reserves the right to reject any or all tenders.”

3. SCHEDULE TO CONDITIONS OF TENDERING

The Conditions of Tendering are those set out in NZS3910:2013.

Clause numbers refer to Conditions of Tendering clauses.

Contract for:		24-108: 2024-27 Supplier Panel - Roading Related Contract Services
Clause in Conditions of Tendering	Title and subject matter	Specific conditions data
102	Issue of documents	
102.2	Is a Tender Document deposit required?	No
103	Tenderers to inform themselves	
103.1	Is an appointment required to view the Site?	No
105	Submission of tenders	
105.1	Tenders shall close at:	Whakatāne District Council tenderbox@whakatane.govt.nz
	Date:	28 June 2024.
	Time:	15:00
	Are electronic tenders acceptable?	Yes – <u>Only electronic tenders will be accepted</u>
		Please email to tenderbox@whakatane.govt.nz
	Tenders will be accepted in the following electronic form:	Word, Excel and/or PDF

105.3(c)	Is supplementary information required to be submitted with the tender?	Yes - see section C4: TENDER SUBMISSION
107	Tender evaluation	
107.1	The tender evaluation method shall be:	Non price attributes only

4. TENDER SUBMISSION

All submissions must be submitted electronically; tender proposals must be sent to tenderbox@whakatane.govt.nz and be clearly named with contract name and number.

The email must contain the information as follows:

4.1. ELECTRONIC TENDER SUBMISSION

The electronic attachment must be clearly marked with the contract number and contract name, and "Tender Submission".

The information in this attachment must include the:

1. Tenderers Non-Price Attributes (refer Tender Evaluation, Section C.3.)

- Tenderers must submit one electronic document that includes all their non-price attribute submissions.
- It is recommended that the non-price attribute submission should not exceed 10 pages of single sided A4 size pages of ordinary type (12 point Times Roman or similar typeface) per panel application. The page limit includes all subcontractor attribute information.
- Completed and signed Tender Information Schedule & Tender Form. (refer Section C.4),

Additional pages may be included as follows:

- Title Page (one page)
- Index (one page)
- CVs (maximum two pages for each person nominated in the tender)
- Quality assurance certification (one page)
- Performance assessments completed by the Engineer for each contract listed under track record
- Health and Safety Records

D. TENDER EVALUATION – Panel Applications

1. BASIS OF TENDER EVALUATION

Tenders will be evaluated and approval of Suppliers onto the Panel, will be on the basis of their non-price attributes only, no pricing information is required.

1.1. THE TENDER EVALUATION TEAM IS:

- Ann-Elise Reynolds, Manager Transportation, Whakatāne District Council
- Aidan Glynn, Team Leader – Network Operations, Whakatāne District Council
- David Wathall, Team Leader – Capital Works, Whakatāne District Council (Leader, Certified Tender Evaluator)

WDC reserves the right to change the evaluation team as required. A certified tender evaluator shall always remain in the team.

2. TENDER EVALUATION PROCESS

This tender evaluation process shall be conducted in the following stages:

- Open the tender submission.
- Determine that the proposal/tender is within the scope and requirements.
- Grade each non-price attribute for each proposal from zero to 100 or pass/fail.
- Reject (exclude from further consideration) any proposal that fails against an attribute.
- Determine approval or not, onto the Panel. The score for each attribute will be weighted (as per below) to give an overall Supplier Grade for each Activity Panel they have applied for, and this overall score will determine their approval.

3. ATTRIBUTES TO BE EVALUATED

Non-price attributes and weightings:

- | | |
|-----------------------|-------|
| • Health and Safety | (20%) |
| • Relevant Experience | (10%) |
| • Relevant Skills | (30%) |
| • Resources | (10%) |
| • Methodology | (30%) |

Each tenderer shall describe their attributes using the above as titles for each section.

3.1. NON-PRICE ATTRIBUTES

Suppliers must state which of the Activity Panels they are applying for. Where suppliers wish to be evaluated for multiple activity panels, they must submit the necessary non-price attributes to be evaluated for each panel. The page limits for submissions is per Activity Panel submission when a supplier is tendering for multiple Activity Panels. A supplier can choose to submit a separate application for each Activity or cover all activities being applied for within the one submission. The supplier is responsible for ensuring all relevant and requested information is provided for each Activity Panel that is being applied for.

It is recommended that each tenderer completes the Tender Evaluation Forms included in this section. This will help ensure that tenderers are providing sufficient and relevant information to allow the non-price attributes to be graded by the TET.

If the information submitted by the Contractor is deemed insufficient or incomplete, the TET may either reject the tender or request that the Contractor submit further information to satisfy any queries from Whakatāne District Council.

If the Contractor is unable to submit the required information and Whakatāne District Council do not believe the Contractor meets the required level for this attribute, then Whakatāne District Council reserve the right

to reject their tender. Unsuccessful tenderers can request a debrief from WDC to help them understand why their tender was rejected and WDC can provide support during the application process to assist suppliers becoming approved panellists.

3.1.1. Health and Safety

The Health and Safety at Work Act 2015 (HSWA) requires the Whakatāne District Council (as Principal) to demonstrate that it has taken “All Practical Steps” to ensure that Contractors have implemented a systematic approach to safety management practices, are taking All Practical Steps and have trained and competent employees.

To conform with the requirements of the HSWA, Whakatāne District Council have joined other councils within the Waikato and Bay of Plenty to engage SHE health and safety software to evaluate health and safety processes of contractors wishing to carry out work for Council.

At the time of tendering the tenderer shall provide proof of SHE accreditation or equivalent alternative.

As part of your non-price attribute tender submission, you must provide the following evidence/information:

- Current SHE pre-qualification accreditation or approved alternative – A minimum requirement to be approved onto the Panel is for the Supplier to have a current SHE accreditation or registration or an alternative that has been approved by WDC. A supplier that has registered but not yet achieved accreditation may still be approved onto the panel but will not be included for price requests until they have confirmed their accreditation.
- How you will manage health and safety issues. Include the following:
 - Details of the safety training, qualifications and experience of key personnel.
 - A summary and copies of your health and safety credentials, including any certifications, permits, prosecutions, complaints, fatalities and serious harm incidents for the last 5 years.
 - Name of 3 Companies and contact details for a referee from each Company who can provide details of your **Health and Safety Management practices** on previous contracts. (Please note that your Health and Safety track record from previous Council contracts will also be included for evaluation.)
- Will you be, or possibly be, engaging subcontractors to provide any services? If so;
 - How do you ensure subcontractor safety performance will meet the same standard that Whakatāne District Council expects of you?
 - What reporting do you require from subcontractors?

3.1.2. Relevant Experience

Tenderers shall submit information on their previous experience in technical areas relevant to the outputs expected for the activity panel. Information shall be provided for **three** contracts and include:

- The contract name, reference number, location, and Principal.
- The name, organisation, and contact telephone number of a referee that can confirm the Tenderer’s involvement in the Contract and can attest to the experience of the Tenderer. Referees need not have acted as Engineer to Contract but must have performed their role in a professional capacity on behalf of the Principal, the Principal can also provide the reference. The TET may interview the Referees, and this will form part of the evaluation of this attribute. It is the tenderers responsibility to ensure the contact details for their referees are current and that they are willing to provide a reference. Incorrect contact details or an unwillingness to provide a reference will have a detrimental impact on this tender attribute.
- Relevance to Key Activities. Describe how the nominated contracts are relevant with respect to the panel activities.

- Currency of Experience. For each nominated contract state either:
 - the date of practical completion if complete; or
 - the progress of the works in terms of percent complete if practical completion has not yet been awarded.

For elements where information has not been provided a score of zero will be awarded. **A tender proposal will be considered to have failed against this attribute if the evaluated score is less than 50.**

3.1.3. Relevant Skills

Technical Skills

Tenderers shall provide information which demonstrates the competence of the personnel that they propose to use, with particular regard to their skills and experience in areas relative to the outputs for the activity panel. The Principal is seeking a contract team that will work proactively and collaboratively with its contract managers to provide the best 'value for money' service possible to the ratepayers within the available funding. This requires the principles and behaviours of integrity, honesty, trust, willingness, adaptability, and innovation to be exhibited by all parties throughout the contract.

Tenderers must nominate personnel for each of the positions as follows (individuals may perform more than one role, and the roles may be performed by more than one person):

- Contract Manager - responsible for implementing and managing the packages of works.
- Quality / Health & Safety / Traffic Management Representative - responsible for the management and implementation of Quality, Health & Safety and Traffic Management.
- Supervisors/Foremen/Leading Hands – responsible for the onsite supervision of packages of works. Include multiple personnel where this role may be fulfilled by more than one person.
- Operators – responsible for operating the main items of plant expected to deliver the outcomes of the activity panel. Include multiple personnel where this role may be fulfilled by more than one person.

For each person nominated a brief CV must be attached to this tender submission. The CV for each nominated person must clearly set out their technical skills in terms of:

- Formal qualifications and training; and
- Practical experience related to applying the qualifications and training.

Note, persons may perform more than one of the nominated roles, and the roles above may be performed by more than one person. The tenderer shall ensure that each of the contract activities are adequately resourced with skilled and competent personnel, and that any personnel in training, work under appropriate supervision. Where roles are shared it is important to make that clear within the tender submission.

The TET shall assess each individual nominated person and score them against the grading scale set out in the tender evaluation forms. The TET's experience gives them the ability to assess the value of practical experience versus formal qualifications and training for the individual positions and grade accordingly.

CV's shall be no more than 2 A4 pages and are classed as additional pages to the tender submission so do not count towards the page limit.

Succession Planning

Tenderers shall provide information which demonstrates their succession planning. Succession planning ensures suppliers can maintain business stability and sustainability even in times of change. Suppliers who can provide evidence of how they are developing the capability of their existing staff provide WDC with a high level of confidence that levels of service will not decrease as a result of staffing changes, key staff being temporarily off work (leave etc.) or when increased skilled resource is required.

Management Skills

Tenderers shall provide information as to what management systems, processes, or skills they have or have access to that they can bring to bear on successfully delivering the outputs being purchased.

For elements where information has not been provided a score of zero will be awarded. **A tender proposal will be considered to have failed against this attribute if the evaluated score is less than 50.**

3.1.4. Resources

The plant, machinery, vehicles, and equipment the supplier proposes to use to achieve the expected outcomes of the Activity Panel.

Suppliers shall describe the equipment, including facilities and intellectual property, proposed to be utilised to deliver Packages of Works. Suppliers shall describe all equipment proposed in detail including make, capacity, age, condition, and location. It should be made clear whether the item is owned or readily available for hire.

3.1.5. Methodology

The procedures the supplier proposes to use to achieve the normally expected outcomes of the different activities listed for each panel being applied for.

Tenderers must describe the methodology they will use to achieve the outcomes, working with the Principal, Engineer, and other Contractors, including:

- Understanding and achieving the Principal's Expectations and Outcomes of this Panel
- Understanding the requirements for staff to be pragmatic, responsive, proactive, safe, efficient, and maintain a "no surprises" working relationship with the Principal and/or Engineer
- Innovations to be used.

The methodology is expected to be high level as it is not specific to a particular package of work, more an overview of how the contractor intends to carry out the type of work that would be expected if they were approved onto a particular Activity Panel. Specific methodologies may be requested at the time of request for pricing for specific packages of work that are deemed to be complex.

3.2. GRADING SCALE FOR WEIGHTED NON-PRICE ATTRIBUTES

A scale of 0 to 100 is used when grading the non-price attribute. To help achieve consistency of practice, the grades shall be marked in steps of 5 and the following grading scale shall be used:

A	>84%	Demonstrates exceptional compliance or ability to convey exceptional provision of the requirement
B	75-84%	Requirements are fully covered in all material aspects
C	65-74%	Requirements are adequately covered
D	>49%-64%	Just adequate, some deficiencies that are not likely to have a significant adverse effect
E (Fail)	49 or less	Inadequate and would need considerable improvement in this attribute to be accepted. The tender is are deemed inadequate for the WDC supplier panel and will be marked as a fail.

For elements where information is not provided a score of zero will be awarded.

A tender proposal will be considered to have failed against an attribute if the total evaluated score for that attribute is 49 or less. Where one or more attributes are evaluated with a score of 49 or less the tenderers submission will be failed, and the supplier will not be accepted on to the supplier panel, until the deficiencies can be rectified through a new submission.

3.3. OVERALL TENDER SUBMISSION GRADE FOR EACH ACTIVITY PANEL

A Supplier will be given an Overall Tender Submission Grade for each Activity Panel they have submitted non-price attributes for. The overall grade will be calculated in accordance with the weightings specified in section C3. The overall grade achieved for the Supplier will determine whether they approved onto the panel or not and will determine their corresponding initial discount factor as described in Section A, Clause 5.1.

4. TENDER INFORMATION SCHEDULE
4.1. GENERAL

Tenderers shall complete the following Tender Information Schedule & Tender Form and Include in the tender envelope.

4.2. PROPOSED SUBCONTRACTORS

Proposed Subcontractors	Type and Extent of Works to be Completed

4.3. TENDER FORM

Tenderer Information	
Tenderer:	
Postal Address: (for service of notices)	
Email Address:	
Phone No:	

Tender signed by, or on behalf of, the tenderer:			
Name:			
Position:			
Signature:		Date:	

5. TENDER EVALUATION FORMS

5.1 Health and Safety (Attribute Weighting – 20%)	
Checklist	Score
Contractor holds current SHE health and safety software pre-qualification accreditation or approved alternative	
Details of the safety training, qualifications and experience of key personnel	
Summary and copies of your health and safety credentials, including any certifications, permits, prosecutions, complaints, fatalities and serious harm incidents for the last five years	
Name of 3 companies and contact details for a referee from each Company who can provide details of your health and safety management practices on previous contracts.	
Policies and procedures cover subcontractor safety management (<i>if applicable</i>).	
Total Average (max 100 pts)	

Evaluators Comments (Continue on separate sheet if necessary)

5.2 Relevant Experience (Attribute Weighting – 10%)	
Checklist	Score
Three current or recent contracts/packages of work that demonstrates their previous experience.	
Information includes the contract name/description of work, location, Principal, duration and the year the contract commenced and concluded.	
The name, organisation, and contact telephone number of a referee for each nominated contract.	
Relevance with respect to the Panel activities listed in Section A Clause 5.4	
Total Average (max 100 pts)	

Evaluators Comments (Continue on separate sheet if necessary)

5.3 Relevant Skills (Attribute Weighting – 30%)				
The TET will assess the suitability for each nominated person and mark them out of 100 using the information provided within the tender submission as well as their CVs				Score
Key Personnel	Nominated Person	Score (out of 100)	Multiplier	
Contract Manager			0.30	
Quality / Health & Safety / Traffic Management Representative			0.10	
Supervisor/Foreman/Leading Hand (the person who will be in control of the site for the Majority of the works)			0.30	
Primary Plant Operator or key staff member relevant to the activity.			0.30	
Total (max 100 pts)				

Evaluators Comments (Continue on Separate Sheet if Necessary)

5.4 Resources (Attribute Weighting – 10%)	
Checklist	Score
Resource relevant to activity panel	
Total Average (max 100 pts)	

Evaluators Comments (Continue on separate sheet if necessary)

5.5 Methodology (Attribute Weighting – 30%)	
Checklist	Score
Understanding and achieving the Principal’s Expectations and Outcomes of the Panel	
Understanding the requirements for staff to be intelligent, responsive, proactive, safe, efficient and maintain a “no surprises” working relationship with the Principal and/or Engineer	
Innovation	
Total Average (max 100 pts)	

Evaluators Comments (Continue on separate sheet if necessary)

E. SPECIFICATIONS**1. PRELIMINARY AND GENERAL**

This Section describes the extent and location of the Contract Works, the Contractor's and Principals obligations and the general requirements of the contract.

1.1. CONTRACT WORKS' DESCRIPTION

This Framework Contract covers the following activities undertaken through the Supplier Panel:

1. Sealed Pavements - Capital
2. Sealed Pavements - Maintenance
3. Paths and Kerbing
4. Minor Structures and Railings
5. Structures
6. Earthworks
7. Drainage Maintenance
8. Environmental

1.2. SCOPE OF WORKS

The scope of works varies depending on the different work packages. A defined scope of works will be specified at the time of price request for each work package.

1.3. LOCATION

The Contract Works are located within the Whakatane District. These roads include urban local roads, rural local roads, special purpose roads, walkways and cycleways.
If a local road intersects the state highway at grade, the applicable assets on the local road are from a distance of:

- 10 metres from the limit line position or to the end of seal, whichever is the lesser.
- The far end of the splitter island at channelized intersections.

1.4. LEGAL COMPLIANCE

The Contractor is required by law to comply with all Acts, Regulations and Bylaws and all amendments to them. The following are particularly relevant to this Panel:

- a) Whakatane District Council Plans, Bylaws and Policies
- b) Regional Council Plans and Policies
- c) Local Government Act 1974
- d) Local Government Act 2002
- e) Resource Management Act
- f) Health and Safety at Work Act 2015
- g) Construction Contracts Act

1.5. STANDARD SPECIFICATIONS

Standard Specifications, Notes and other Publications that apply to each package of work will be listed within the individual RFTs.

Unless otherwise stated:

- Reference to a standard specification refers to the current edition at the time of quoting.
- It is the Contractor's responsibility to refer to their own set of these publications.

1.6. PRINCIPALS EXPECTATIONS

The Principal will expect and reciprocate behaviours, which support a collaborative environment. The behaviours sought include:

- Being trustworthy.
- Communicating effectively.
- Being proactive.
- Taking responsibility for determining the Council's needs and working to meet or exceed these.
- Being honest and open even when the news is not good – a “no surprises” environment.
- Cultivating a team approach with the Council, and other Council contractors.
- Celebrating successes as a team.
- Providing services on a ‘best fit’ or ‘best for network’ basis.
- Promoting and protecting the Council's reputation.
- Recognising that Council's priorities and drivers may vary through the term of the Panel and demonstrating a willingness to accept changes.
- Understanding and working within Council's budget and funding drivers and limitations.

1.7. OBLIGATIONS

1.7.1. Contractor's Obligations

The Contractor must:

- Contribute constructively to programme development.
- Ensure that sufficient resources are maintained to source the needs of the work packages during execution.
- Complete all work in accordance with the contract specification,
- Undertake all work in accordance with the Contract Documents or where the method is not specified, in accordance with industry best practice.
- Provide sufficient supervision and inspection to ensure work is completed in an efficient, timely manner and complies with the specification or industry best practice.
- Liaise with the other contractors working within the network - “Consult, Co-operate and Co-ordinate” as per section 34 of the Health and Safety at Work Act 2015 (HSWA).
- Ensure that the proposed work is appropriate (right time, right place, right treatment).
- Identify, programme, and complete all work according to the Contract Documents, taking into account any budgetary constraints, and network needs and client priorities.

1.7.2. Engineer's Obligations

The Engineer and their representative shall exhibit the same behaviours as described in Section E Clause .1.6. The Engineer, and their representative, will complete routine and specific network inspections in order to:

- Monitor and assess the Contractor's progress and performance.
- Receive, review, and approve the Contractors Contract Quality Plan, Health and Safety Management Plan and Temporary Traffic Management Plan, when required for a package of works.
- Liaise with the Contractor on a daily basis and/or as required.
- Monitor the performance of the physical works by observation and checking of samples of work to ensure the Contractor's full compliance with the contract specification.
- Certify the Contractor's claims/invoices for payment.
- Complete and issue the Contractors performance evaluation assessment.

1.8. WORKING HOURS

The Contract Work may be completed on any working day at any time unless stated within the individual RFT or as follows.

No work is to be carried out (unless otherwise agreed with the Engineer):

- (a) Where traffic lanes will be affected, during periods of peak traffic flow in urban areas. Peak traffic times vary but generally occur as follows:
 - Commuter traffic peaks between 7.30am to 9.00am and 4.00pm to 6.30pm
 - Around Schools in particular between 8.00 am to 9.00am and 2.30pm – 3.30pm
- (b) No work shall be carried out on Public Holidays unless specifically instructed by the Engineer or their representative with the exception of any work falling under emergency response or work to ensure the security of the site and/or the safety of the travelling public.
- (c) No work shall be carried out during the Christmas shut-down period unless specifically instructed by the Engineer or their representative with the exception of any work falling under emergency response or work to ensure the safety of the travelling public. The Christmas shut-down period is generally defined as (which is confirmed or amended slightly by the Engineer closer to the time):
 - Low Volume Roads (<500 VPD) - Christmas Day, through to after the second New Year public holiday
 - All other roads (>500VPD) – 3 working days prior to Christmas Day, through to 3 working days after the second New Year public holiday.

1.9. COMMUNICATIONS

Communication requirements vary depending on the work package. Specific requirements will be specified within the scope of work at the time of request for pricing.

1.10. PUBLICITY

The Contractor:

- Shall not publish or provide to any third party, copies of photographs or other details of the works without the prior approval of the Principal.
- Shall allow access to the Site to any person(s) approved by the Principal to take photographs.

1.11. LOCATING WORK

The Contractor shall measure and report the route position of all works to an accuracy of +/- 10m. All measurements shall be in accordance with the Council RAMM database system (and MobileRoads, which uses RAMM). All measuring systems shall be calibrated regularly to ensure accuracy is maintained.

1.12. OTHER CONTRACTORS

Other Contractors may be working within the Site at various times. The presence of other contractors does not relieve the Contractor of their obligations to maintain the site according to the package of works, unless the presence of other contractors directly affects the works. If this occurs the contractor is required to "Consult, Co-operate and Co-ordinate as per section 34 of the Health and Safety at Work Act 2015 (HSWA)". In this case the Contractor shall also advise the Engineer within 24 hours.

1.13. DISPOSAL SITES

The Principal will inform the contractor of all known permanent disposal sites. It is expected that surplus and waste material generated by the Contractor's operations will be carted directly to one of these permanent disposal areas – the Principal shall not be expected to pay for unnecessary double handling. Any material

dumped in an existing temporary stockpile area without the permission of the Engineer will be removed to a permanent disposal area at the Contractor's cost.

The contractor will work with the Engineer to establish other permanent disposal sites throughout the Panel term if required.

1.14. PLANT AND EQUIPMENT

All plant and equipment shall:

- Be registered for normal use on the road.
- Be operated on surfaced roads so the turning and/or traction of tyres and tracks do not cause displacement of the surfacing materials.

Leaking paint, oil or fuel shall be removed immediately from site and the machine shall not be used until repaired.

If any damage is caused to the work area by the Contractor's operation it shall be repaired (at the Contractor's cost) to a standard no worse than that existing before the work began.

2. CONTRACT REPORTING & PLANS

2.1. REPORTS AND PAYMENT CLAIMS

2.1.1. Claims/Invoices

Specific details around invoicing/claims will be detailed within the scope of each package of work. In some cases, invoices will be submitted upon completion of a work package, or where works extend over more than one calendar month the contractor may need to prepare and submit a monthly claim.

Before payment, the Engineer will verify all costs claimed by the Contractor.

2.1.2. Payment Date

The Principal's cheque runs are on the 20th of the month.

2.1.3. Contract Reports

Reporting requirements will vary depending on the scope of the various work packages. Where contract reports are required as part of the work package, the requirements of reporting will be defined in the scope at the time of request for pricing.

2.2. CONTRACT QUALITY PLAN

Contract Quality Plan requirements will vary depending on the scope of the various work packages. Where a Contract Quality Plan is required as part of the work package, the requirements of this will be defined in the scope at the time of request for pricing.

2.3. HEALTH AND SAFETY MANAGEMENT

The Contractor shall comply with its duties and obligations in accordance with the Health and Safety at Work Act 2015 ("HSWA").

Where a specific Health and Safety Management Plan (HSMP) is required as part of the work package, the requirements of this will be defined in the scope at the time of request for pricing.

The Contractor must formally notify Worksafe of any work that is classified as Notifiable under the Health and Safety in Employment regulations as well as forwarding a copy of the completed notification to the Engineer.

2.4. TEMPORARY TRAFFIC MANAGEMENT

The standard of temporary traffic management for all works on this contract shall be as defined in the Code of Practice for Temporary Traffic Management (COPTTM) with all roads >500 vehicles per day being classified as Level 1 and all other roads <500 vehicles per day being classified as Level LV.

Changes to Temporary Traffic Management: The Health and Safety at Work Act 2015 (HSWA) requires all persons conducting a business or undertaking (PCBUs) to meet their duties under HSWA. To meet these requirements, new industry best practice guides such as the NZ Guide to Temporary Traffic Management (NZGTTM) and WorkSafe's Good Practice Guide: Keeping healthy and safe while working on the road or roadside have been developed to provide advice to organisations on how to use a risk-based approach to plan and mitigate the risks to road workers and road users to keep them safe - to put risk assessment and planning first before decisions on control types and equipment are made. The new risk-based approach ensures that TTM setups are as safe as possible for the specific risks at each site. While the industry further develops and transitions over to this new guidance, COPTTM will be the standard of temporary traffic management for all works on this contract until further notice. Please note that continuing to use COPTTM does not change the legal obligations of the Health and Safety at Work Act 2015.

2.4.1. Traffic Management Plan (TMP)

Suppliers approved onto the Panel have the option to either submit a generic Traffic Management Plan (TMP) to cover works carried out under the Supplier Panel, or to submit site specific TMPs with each package of work they secure. The TMP shall be developed using the template provided in COPTTM. Diagrams shall be similar in style and format to the examples in COPTTM and shall reflect the various traffic control activities that may be required. An approved copy of the TMP must be on site at all times when carrying out works within the road reserve.

The Contractor is responsible for developing the TMP. Nothing in the Contractor's TMP will take precedence over any requirement of the contract document or relieve the Contractor of their obligation to execute the contract works in a safe and efficient manner.

TMPs shall be submitted via Submitica and attached to the generic Corridor Access Request generated by the Principal. The process for review and acceptance will be in accordance with COPTTM.

2.4.2. Temporary Traffic Management Audits

The Engineer may review any aspect of the Contractor's operation relevant to traffic management and the Contract Works. These audits will be undertaken on a random basis without prior notice.

2.5. ACTIVITY SPECIFIC SPECIFICATIONS, DRAWINGS AND SCHEDULE OF QUANTITIES

Specifications, Drawings and Schedule of Quantities related to the individual packages of work will vary and as such will be defined as part of the work package. Details of Scope, and all other necessary information when required, will be provided at the time of request for pricing.

2.6. AS BUILT DRAWINGS

If required, As Built Drawings will be requested at the time of request for pricing.

F. CONTRACTORS PERFORMANCE EVALUATION ASSESSMENT

1. PERFORMANCE EVALUATION ASSESSMENT

As described under Section A, clause 5.3, each supplier panel RFT will include information on outputs, objectives and metrics that will be considered during the Performance Evaluation Assessment for that specific package of work.

To ensure fairness and objectivity across the supplier panels, the overarching performance evaluation structure will remain consistent. However, in recognition of the diverse nature of the packages of work procured through this model, WDC may wish to tailor evaluations to better reflect the individual packages of work. Tailoring assessments to work packages will enable WDC to provide more relevant feedback, recognise achievements, and address areas for improvement more effectively. This approach ensures that our evaluation process remains both comprehensive and relevant, promoting an environment of continuous improvement for all suppliers.

1.1. CONTRACTOR PERFORMANCE CRITERIA

Specific performance metrics shall be defined within individual panel RFTs but, in general will relate to some or all the following:

1.1.1. Safety Performance

Safety Induction Completion Rate:

- Measuring the percentage of site staff who have completed the required safety induction before commencing work.
- Target: Achieve 100% completion of safety inductions for all contractors prior to starting work on-site.

Toolbox Talk Attendance Rate:

- Monitoring the attendance rate of contractors at scheduled toolbox talks or safety meetings.
- Target: Achieve a high attendance rate at toolbox talks to ensure that contractors are informed and aware of safety requirements and expectations.

Personal Protective Equipment (PPE) Compliance:

- Monitoring of the contractors' compliance with PPE requirements specified in the contract and relevant regulations.
- Target: Maintain full compliance with minimum PPE requirements at all times.

Near Miss Reporting Rate:

- Tracking the number of near misses reported by contractors during contract execution.
 - Near miss reporting helps identify potential hazards and prevent future incidents or accidents.
- Target: Contractor reports all near misses promptly and thoroughly
 - Contractors found to be failing to report near misses and/or the reporting of near misses to an unacceptable standard will not be tolerated by WDC.

Site Housekeeping Standards:

- Evaluating the cleanliness and organisation of the work site/s, including proper storage of materials and waste disposal.
- Measure the percentage of site visits that find the site well maintained?
- Target: Contractor maintains a clean and orderly work site at all times.
 - No site visits should result in the need for an improvement notice.

Safety Compliance Audits:

- Client conducted, periodic, safety audits to assess contractors' adherence to safety requirements and identify areas for improvement.
- Target: High compliance with client audits.
 - No audits should result in the need for an improvement notice.

1.1.2. Quality of Workmanship

Defect Rate:

- Measuring the number of defects identified during contract completion or inspections relative to the total work performed.
- Target: Maintain a low defect rate, aiming for zero defects or a rate below a predetermined threshold identified within the individual panel RFT.
 - How do we measure the impact of defects?
 - I. Time to repair and/or level of impact upon community.
 - II. Cost (to contractor).
 - III. Proactive management of the defect

Compliance with Specifications:

- Ensuring that contractors adhere to contract specifications, design drawings, and contractual requirements.
- Evaluating the degree to which completed work aligns with specified standards, dimensions, materials, and finishes – and tolerances.
- Target: Achieve first time full compliance with contract specifications, minimising deviations or discrepancies from the agreed-upon requirements.

Workmanship Standards:

- Assessment of the overall quality of workmanship based on industry standards, best practices, and craftsmanship.
- Evaluating factors such as precision, attention to detail, consistency, and aesthetics in completed work.
- Target: Maintain high workmanship standards across all contract deliverables, ensuring a professional and visually appealing result.

Timely Resolution of Defects:

- Tracking the average time taken to identify and rectify defects or deficiencies identified during contract execution.
 - Contractors are expected to promptly address identified issues to minimise delays and ensure timely completion of the contract.
- Target: Resolve defects within agreed-upon timeframes, prioritising swift action to maintain contract momentum.

Quality Assurance Processes:

- Evaluating the effectiveness of contractors' quality assurance processes and procedures for ensuring the quality of workmanship.
- Reviewing documentation, inspection reports, and quality control measures implemented by contractors.
- Target: QA processes from CQP are proactively implemented to address potential quality issues throughout contract execution resulting in little, to no, quality issues.

1.1.3. Timeliness and Schedule Adherence

Percentage of Milestones Completed on Time:

- Measuring the percentage of contract milestones completed according to the agreed schedule.
- Comparison of actual milestone completion dates with planned dates to assess schedule adherence.
- Assessing mitigation measures for slippage and acceleration of work if slippage occurs.
- Target: Aim for a **high percentage** of milestones completed on time, ideally 100%.

Schedule Variance:

- Calculation of the variance between planned and actual start and finish dates for key contract activities.
- Identify deviations from the planned schedule and assess their impact on overall contract timelines.
- Target: Minimise schedule variance to ensure contracts progress according to the agreed-upon schedule.

Average Time to Respond to Client Requests:

- Measuring the average time taken by contractors to respond to client inquiries, requests, or variation orders.
- Prompt responsiveness demonstrates contractors' commitment to effective contract management.
- Target: Maintain a short average response time to address client requests promptly and efficiently.

Adherence to Contract Schedule Updates:

- Evaluation of contractors' adherence to providing timely updates to the contract schedule as required.
- Assess the accuracy and frequency of schedule updates to ensure stakeholders are accurately informed of any changes.
- Target: Ensure contractors provide regular accurate and realistic updates to the contract schedule, especially in response to changes or delays. Contractor adheres to high percentage of updated schedules.

Client Satisfaction with Timeliness:

- Collection of feedback from stakeholders regarding their satisfaction with contract timeliness and schedule adherence.
- Target: Achieve high satisfaction ratings for timeliness and schedule adherence, meeting or exceeding stakeholders' expectations.

1.1.4. Cost Management

Cost Variance:

- Calculation of the variance between actual contract costs and the accepted contract price + all agreed variations.
- Target: Minimise cost variance to ensure contracts are completed within budget constraints.

Cost Tracking Accuracy:

- Assessment of the accuracy of cost tracking and forecasting throughout the contract lifecycle.
- Compare actual costs incurred with forecasted costs to identify discrepancies and potential areas for improvement.
- Target: A high level of cost tracking accuracy and forecasting.

Value Engineering Opportunities:

- Monitoring the Contractor to see if opportunities for value engineering are being identified, without compromising quality or performance.
 - Contractors are encouraged to propose cost-saving measures or alternative solutions that achieve contract objectives more efficiently.
- Target: Value engineering initiatives are proposed, and the benefits are realised through delivery.

1.1.5. Stakeholder Communication and Engagement

Stakeholder Communication Frequency:

- Measurement of the frequency of communication between contractor and Client and contract partners.
- Assessments of the regularity and timeliness of communication updates, progress reports, and contract announcements.
- Target: Regular and proactive communication with stakeholders is maintained at all times.

Stakeholder Feedback Response Time:

- Tracking the average time taken by contractors to respond to stakeholder inquiries, feedback, or concerns.
- Target: A high percentage of responses to inquiries are provided within 48 hours unless an alternative timeline is agreed.

Transparency and Accountability:

- Evaluation of contractors' transparency in providing contract-related information and updates to stakeholders.
- Target: Transparency in all contract communication is always maintained.

Stakeholder Relationship Management:

- Monitoring the quality of relationships between contractors and key stakeholders, including the Transport department, community groups, and contract partners.
- Assessment of the effectiveness of communication strategies in building and maintaining positive stakeholder relationships.
- Target: Strong and collaborative relationships are cultivated with stakeholders. No, valid, negative feedback is received from stakeholders.

1.1.6. Environmental Sustainability

Environmental Compliance Rate:

- Measurement of the percentage of contract activities conducted in compliance with environmental regulations, permits, and approvals.
- Assessment of adherence to laws, regulations, and standards governing environmental protection and management.
- Target: Achieve 100% compliance with environmental requirements to minimise environmental impacts and regulatory risks.

Waste Management Performance:

- Monitoring the management of construction waste, including the reduction, reuse, recycling, and proper disposal of waste materials.
- Measuring the percentage of waste diverted from landfill through recycling or reuse initiatives.
- Target: A high percentage of construction waste is salvaged for reuse where applicable.

Pollution Prevention Practices:

- Assessment of pollution prevention measures implemented to minimise the release of pollutants, contaminants, and hazardous substances into the environment.
- Monitoring compliance with pollution prevention regulations and industry best practices.
- Target: All pollution risk is identified and with mitigation measures implemented to reduce the environmental footprint of contract activities.

Environmental Risk Management:

- Assessment of the Contractors ability to identify and assess environmental risks associated with contract activities, such as soil erosion, contamination, or habitat destruction.
- Assessment of the Contractors mitigation measures and contingency plans that minimise environmental impacts and address potential hazards.
- Target: Proactively manage environmental all risks to prevent adverse environmental outcomes.

1.1.7. Innovation and Continuous Improvement

Number of Innovative Solutions Implemented:

- Measurement of the quantity of innovative solutions or practices implemented by the Contractor during execution of the contract.
- Tracking innovations that improve contract efficiency, cost-effectiveness, sustainability, or safety.
- Target: Relevant innovation is present in the Contractors their thinking and contract delivery.

Identification of Process Improvements:

- Assessment of the percentage of contract processes that result in improvements or efficiency gains.
- Assessment of the Contractors ability to identify opportunities to streamline workflows, reduce bottlenecks, and optimise resource utilisation.
- Target: Consideration of process improvements that could/will enhance contract delivery efficiency is apparent.

Cost Savings Achieved Through Innovations:

- Calculation of the percentage of cost savings realised through the implementation of innovative solutions or process improvements.
- Quantifying the cost savings (or added value) resulting from efficiency gains, resource optimisation, or value engineering initiatives.
- Target: Evidence is present of a reduction in contract costs through innovation-driven cost-saving initiatives.

Continuous Improvement Initiatives Implemented:

- Tracking of continuous improvement initiatives implemented by the Contractor to address identified gaps or opportunities.
- Target: Consideration of and implementation of continuous improvement initiatives are apparent.

1.1.8. Contractual Compliance**Adherence to Contract Terms and Conditions:**

- Measurement of the extent to which the Contractor complies with the terms and conditions outlined in the contract.
- Evaluation of adherence to contractual requirements related to scope of work, deliverables, and agreed timelines.
- Target: Ensure 100% compliance with all contractual obligations.

Completion of Deliverables as per Schedule:

- Tracking of the completion of contract deliverables according to the agreed-upon schedule and milestones specified in the contract.
- Monitoring of progress against the agreed schedule to ensure timely delivery of key deliverables.
- Target: Achieve on-time completion of a high percentage of contract deliverables as per the agreed schedule.

Documentation and Reporting Requirements:

- Assessing the Contractors' compliance with documentation and reporting requirements stipulated in the contract.
- Reviewing the accuracy, completeness, and timeliness of contract reports, progress updates, and documentation submissions.
- Target: Ensure timely submission of all required documents and reports as per the contract specifications.

Change Order Management:

- Evaluation of the Contractors handling of variations, and amendments to the contract scope or terms.
- Assessing the contractors' adherence to change order procedures, including timely submission, approval, and implementation.
- Target: All variations are valid and identified and processed appropriately.

Compliance with Regulatory Requirements:

- Monitoring the Contractors' compliance with all applicable laws, regulations, and standards relevant to the contract.
- Target: Full compliance is achieved with regulatory obligations to avoid legal liabilities and penalties.

Payment and Invoicing Accuracy:

- Verification of the accuracy and completeness of contractor invoices submitted for payment against the services rendered as per the contract.
- Assessment of Contractor compliance with invoicing procedures, billing formats, and payment terms specified in the contract.
- Target: Ensure accuracy and transparency in invoicing processes to facilitate prompt and accurate payments.

1.1.9. Community Impact

Mitigation of Community Disruptions:

- Monitoring the Contractors efforts to minimize disruptions and inconveniences to locals caused by contract activities, such as access to property or land, construction noise, traffic congestion, or road closures.
- Evaluation of the effectiveness of mitigation measures implemented to address community concerns and mitigate negative impacts.
- Target: Community disruption is always kept to a minimum and public satisfaction and support for the contract remains high.

Communication Transparency and Accessibility:

- Assessment of the transparency and accessibility of contract-related information provided to the local community and/or residents and/or local landowners.
- Evaluation of the clarity, completeness, and availability of contract updates, announcements, and documentation.
- Target: All contract communication is transparent and accessible.

1.1.10. Regulatory Compliance

Environmental Compliance Performance:

- Evaluation of the contractors' compliance with environmental regulations and standards governing contract activities.
- Monitoring the Contractors adherence to environmental impact assessments, mitigation measures, pollution prevention plans, and other environmental requirements.
- Target: Full compliance with environmental regulations is achieved.

Health and Safety Compliance Metrics:

- Assessment of Contractor compliance with health and safety regulations and standards to ensure a safe work environment for all contract stakeholders.
- Tracking of key indicators such as incident rates, near-miss reporting, safety training completion, and implementation of safety protocols.
- Target: A safe and healthy workplace is always maintained and compliance with health and safety regulations is achieved.

Quality Assurance and Standards Compliance:

- Assessment of the Contracts compliance with quality assurance standards, specifications, and industry best practices relevant to contract deliverables and services.
- Monitoring Contractors adherence to quality control processes, inspection procedures, and performance standards outlined in the contract.
- Target: A high percentage of contract deliverables meet specified quality requirements and conform to established standards and best practices.

2. PERFORMANCE EVALUATION ASSESSMENT SCORING

WDC expect Contractors at different grades to achieve different evaluation assessment scores as prescribed in table F1.

Contractors Grade	Expected Assessment Score
A	>84%
B	75-84%
C	65-74%
D	>49%-64%

Table F1: Performance Evaluation Assessment – Expected scores.

Section A 5.3 describes how suppliers can improve their current grade through successfully delivering work at a higher performance than their grade expects.

G. SUPPLIER PANEL MODEL REVIEWS

1. SUPPLIER PANEL PERFORMANCE

As described under Section A4, annual reviews of this supplier panel model will be undertaken to ensure that the benefits expected from the model are being realised. These reviews will involve active panellists and other stakeholders. If the review process identifies areas for improvement these will be incorporated into the model and the supplier panel document will be updated accordingly.

Panellists are considered active by submitting responses to RFTs and requests for pricing. Suppliers do not need to be successful in their efforts to secure work to be considered active but must exhibit a desire to secure work. Stagnant panellists may not be invited to provide feedback on the performance of the panel.

1.1. PANEL PERFORMANCE CRITERIA

The establishment and ongoing use of the supplier panel model for the procurement of WDC roading (& other) activities and services was supported by statements that the model can be tested against.

The performance of the panel model will be measured against:

- **Suitability**
 - Is the supplier panel model working for the suppliers?
- **Cost effectiveness**
 - Is the supplier panel model less resource heavy (than GETS (or similar)) for the suppliers during tender periods?
 - Does the supplier panel model provide efficiencies to the suppliers and the outputs they deliver?
- **Quality of service**
 - Are the processes and documents used within the supplier model straight forward and easy to understand/follow?
 - Does the supplier panel model enable contractors of all sizes to participate?
 - Is the supplier panel model transparent and accountable with clear and straightforward processes?
 - Does the supplier panel support contractors during the tender period and beyond?
 - Is the supplier panel model enhancing client/contractor/supply chain relationships?
- **Principals behaviour**
 - Is the principal reciprocating the behaviours under Section E, clause 1.6 and promoting a collaborative environment.?
- **Risk**
 - Is the supplier panel model allocating risk appropriately?
- **Commercial benefits**
 - Is the supplier panel model creating a commercial environment that encourages sustainable investment and employment in local businesses?
- **Objectives**
 - Are the objectives listed under Section A, clause 3 being achieved?

All active panellists will be provided with an opportunity to periodically provide feedback on the performance of the supplier panel model.