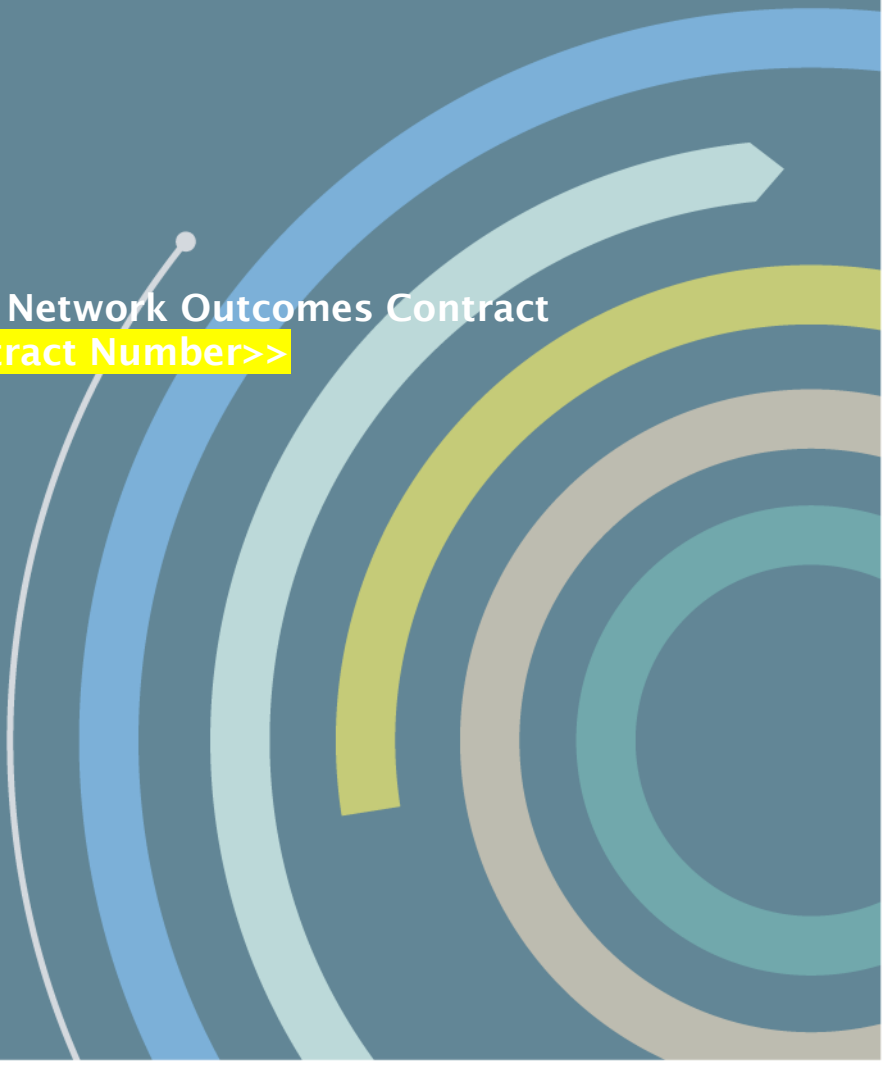
# NETWORK OUTCOMES CONTRACT

Creating Transport Solutions for a Thriving New Zealand

<<insert Network Name>> Network Outcomes Contract
Contract No: <<insert Contract Number>>



NZ TRANSPORT AGENCY
WAKA KOTAHI

Safer Journeys

New Zealand Government

## CONTRACT DOCUMENTS

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| CONTRACT DOCUMENTS | | |
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# NETWORK OUTCOMES CONTRACT

## Information for Tenderers

Creating Transport Solutions for a Thriving New Zealand

<<insert Network Name>> Network Outcomes Contract
Contract No: <<insert Contract Number>>

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# DOCUMENT CHANGE FORMAT CODES

Black

Black text is mandatory and may not be changed without approval from the Network Outcomes Contract Model Control Group.

~~Black~~

Struckout black text is used for removing mandatory content that has been prior approved by the Network Outcomes Contract Model Control Group to be removed. Struckout text provides transparency of changes to an otherwise nationally consistent document. All struckout text must be confirmed within Section 7.1 of the Maintenance Specification.

Red

Red text is used for data which requires fields to be updated or at least considered for each contract. Text can also be used as is, modified or replaced. All red text adjustments must have the State Highway Manager's approval.

Blue

Blue text is used for optional clauses which can be included as is or deleted in full.

<<Guidance Notes>>

Blue text with yellow highlighting and marked at the beginning with << and the end with >> are guidance notes for the Tender Document creator. Guidance notes must be removed prior to tender document release.

# SET NO. _____

| | |
|---|---|
| **Contractor:** | |
| **Address:** | |
| | |
| | |
| **Contact Numbers:** | Ph: |
| **Engineer:** | Peter Spies |
| **Address:** | Level 11, HSBC House |
| | 1 Queen Street |
| | Auckland 1143, New Zealand |
| **Contact Numbers:** | Ph: 09 368 2012 |
| **Principal:** | Transport Agency |
| | Level 11, HSBC House |
| | 1 Queen Street |
| **Address:** | Private Bag 106602, Auckland 1143 |
| **Contact Numbers:** | Phone: 09 969 9800 |

## Tender Close

Refer to IFT Section 1.4 for tender closing details.

# CONTENTS

<<Ensure the Table of Contents is updated once the final revisions have been undertaken as pagination may have changed. Highlight the TOC – right click – update field – update page numbers only >>

# 1 KEY INFORMATION FOR TENDERERS

## 1.1 DEFINITIONS

Tenderers are advised to read the Conditions of Contract, First Schedule – Part B, Section 1.2 and Instructions for Tendering, Section 2, 101.2. These sections define the terms used throughout this document.

## 1.2 CONTRACT DESCRIPTION

The Contract:

a) Is a combination of lump sum and measure and value scheduled items

b) Is for the maintenance, management and delivery of services for <<Contract SH length of state highway and Contract LA length of local road>> within the Contract Area Network

c) Has an initial contract period of 7 years with a potential reward of an additional 2 years (Editing Note: Unless Business Unit Procurement Strategy says otherwise.)

d) Has a reward mechanism for Contract Tenure and monthly at-risk payment linked to a performance framework

e) Is a primary supplier model agreement between the Contractor and the Principal for all management and maintenance of the road Network

f) Requires a minimum proportion of works undertaken by Subcontractors of <<20%>> by value, average annual turnover. <<(Editing Note: as defined in Business Unit Procurement Strategy.)>>

## 1.3 PRINCIPAL'S EXPECTATIONS

The Principal is seeking greater efficiencies and improved effectiveness from a Tenderer who will accept responsibility for the following:

a) Promote the Principal's statutory objective under the Land Transport Management Act 2003

b) Provide value for money and increased price certainty in the procurement and delivery of this Contract

c) Embrace the system of performance incentives to the contract outcomes (refer MS Section 2)

d) Develop a network stewardship culture from the Contractors team that increases road user and stakeholder satisfaction with the network

e) Create a working relationship that fosters co-coordination of effort between the Contactors own resources and the Principal's, inclusive of the Principals wider internal business team

f) Foster a "no surprises" relationship within a good faith doctrine

g) Undertake all practical measures to mitigate the social and environmental impacts of their activities

h) Develop and implement a network needs based forward work programme, fit for purpose treatment designs and quality construction practice

i) Commit to the Principal's objective of achieving network safety.

Due to the nature of the Contract, Tenderers must:

1. Ensure their tendered lump sum and measure and value rates cover all required services
2. Pay particular attention to contingency provisions and uncertainties including those risks not specifically retained by the Principal and development costs of innovative methods and practices
3. Be co-operative, able to work effectively with all concerned parties and understand the Principal's expectations and aspirations
4. Create an environment for excellence in network operations and maintenance
5. Provide the necessary materials, plant and labour to complete the Contract Works in a timely manner.

## 1.4 KEY CONTRACT DATA

The following table summarises the key features of the Contract. The information and detail contained elsewhere within the Tender Documents shall over-rule this table if there is any ambiguity or conflict with the following information.

**TABLE 1.4: KEY CONTRACT DATA**

| DESCRIPTION | KEY CONTRACT DATA | DOCUMENT REFERENCE |
|---|---|---|
| Type of Contract | Measure and Value | CC Section 2 |
| Term | 7 years | IFT Section 1.2 |
| Closing date for tender queries | 5 working days prior to tender close | IFT Section 1.5 |
| Variation Benchmarking Generic Form Submitted | 2 Working Days prior to Combined Interactive Workshop | Addendum A |
| Interactive workshop (combined) | TBC week 2 | IFT Section 1.13,1.14 |
| Interactive Meeting No. 1 (individual) | TBC week 4 | IFT Section 1.13 |
| Certificate M Lodgement | TBC Week 6 | IFT Section 6 |
| Interactive Meeting No. 2 (individual) | TBC week 9 | IFT Section 1.13 |
| Tenders close | Closing time, date <12 weeks> | IFT Section 3 |

| | | |
|---|---|---|
| Supplier selection method | Prequalification PQM – Simple | IFT Section 8.1 |
| Presentations | TBC 2 weeks after tender close | IFT Section 8.4 |
| Target Date for naming Preferred Tender | TBC | |
| Date of Acceptance of Tender Possession of Site | TBC | CC Section 5.4 |
| Cost Fluctuations | Apply from date of closing of tenders | CC Section 12 |
| Defects Notification Period | Term of Contract (all works) plus for sealed road resurfacing and pavement rehabilitation works constructed in the last two years of the Contract – 104 weeks commencing at practical completion at each site. | CC Section 11 |

## 1.5 COMMUNICATIONS DURING TENDER PERIOD

For the purposes of this IFT, communications "during the tender period" is from date of invitation to tender up to tender closing date.

When Tenderers receive the Tender Documents, they shall notify the Tenders Secretary of the name and contact details of the person within their own organisation to whom the Tenders Secretary will direct all communications during the tender period.

All communications between the Principal and Tenderers must be in writing. For the purposes of this IFT, this includes facsimile and e-mail communication, which may include attachments.

Communications must be clearly labelled with the Principal's assigned Contract number and name. Communications not so addressed may be delayed and not actioned. All Tenderers' queries shall be addressed to:

| | |
|---|---|
| << <<Principal's Address>> >> | |
| <<Address 1>> | |
| <<Address 2>> | |
| <<CITY>> | |
| For the Attention of: | <<Tenders Secretary>> |
| Contract Number: | <<insert contract number>> |

| | |
|---|---|
| Contract Name: | <<insert contract name>> |
| Email: | <<insert email address>> |

Tenderers' enquiries shall be raised with the Tenders Secretary as soon as possible, but not later than five working days before the tender closing date. Where the Principal considers it necessary and appropriate, they will endeavour to respond to all queries within 48 hours of receiving them.

It is the Tenderers' responsibility to ensure that the Tenders Secretary has received any enquiry that they have raised.

The answers to any questions will be made in writing, by way of Notice to Tenderers, to all who have uplifted Tender Documents, and will subsequently be annexed to, and form part of, the Contract Documents. All Tenderers shall acknowledge receipt of each Notice to Tenderers by e-mailing or returning the associated Acknowledgement Receipt to the Tenders Secretary and also confirm receipt of each Notice to Tenderer in their tender submission.

## 1.6 COMMUNICATIONS – "COMMERCIAL IN CONFIDENCE"

Where a Tenderer's communication includes commercially sensitive information, the Tenderer can request, and upon agreement with the Principal via the Tenders Secretary be given, "Commercial in Confidence" status.

"Commercial in Confidence" communications must follow the requirements of Section 1.5 above, with the following additions:

a) Communications that are "Commercial in Confidence" must be issued separately.

b) Communications that are "Commercial in Confidence" must be clearly marked "Commercial in Confidence".

c) The Principal will respect "Commercial in Confidence" communications. However, where a significant event arises, which in the Principal's opinion threatens to frustrate or end the tender and/or contract process, the Principal reserves the right to inform all Tenderers by 'Notice to Tenderer' or to terminate the tender process. If the Principal deems this to be the case, it will communicate with the Tenderer who raised the "Commercial in Confidence" matter to seek their agreement (in writing) to relax the "Commercial in Confidence" status. If the Tenderer does not agree, the Principal will decide whether the communication should be the subject of a general communication to all Tenderers.

The answers to any questions will be made in writing, by way of Notice to Specific Tenderer, to the Tenderer that raised the "Commercial in Confidence" matter, and will subsequently be annexed to, and form part of, the Contract Documents. Tenderers shall acknowledge receipt of each Notice to Specific Tenderer by e-mailing, or returning the associated Acknowledgement Receipt to the Tenders Secretary and also confirm receipt of each Notice to Specific Tenderer in their tender submission.

## 1.7 CONFLICT OF INTEREST, RISK OF BIAS OR COLLUSION

Tenderers are required to declare, at the commencement, as soon as practicable after uplifting the Tender Documents, or as they become aware of them, any actual or potential conflicts of interest or risk of bias during the tender process, relating to any individual or company involved in the Tenderer's bid. This includes individuals and companies engaged in any sub-consultant, subcontractor or other supply arrangement. The Tenderer must advise the Principal of the means that they intend to use to remove or mitigate such conflicts of interest or risk of bias.

Tenderers are required to warrant that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than where:

- Joint venture arrangements exist between the Tenderer and a competitor;
- The Tenderer has communicated with a competitor for the purpose of subcontracting a portion of the tender, and where the communication with the competitor is limited to the information required to facilitate that particular subcontract; and/or
- The Tenderer and a competitor have an agreement that has been authorised by the Commerce Commission.

Any Tenderer that is uncertain as to what would be considered by the Principal to be collusive or anti-competitive behaviour is encouraged to proactively discuss potential or perceived collusive behaviour with the nominated Probity Auditor, Commerce Commission and/or the Principal, in advance to preparing their Tender. In such circumstances the Tenderer may be required to disclose to the Principal the name of the competitor and the extent of any arrangements or agreements with them.

In the event that no such disclosure is made, the Tenderer warrants that their tender has not been prepared with any consultation, communication, contact, arrangement or understanding with any competitor.

The Principal reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Tenderers to the Probity Auditor and/or other appropriate authority(s), and to provide them with any relevant information, including their Tender Submission.

Similarly, the Principal may refer any actual or potential conflicts of interest or any risk of bias that it becomes aware of to the Probity Auditor, and decide on the appropriate action to remove or mitigate any potential conflicts of interest or risk of bias.

The Principal reserves the right to decline the tender of any Tenderer who:

- Has been found to contravene their warrant, and/or
- Cannot satisfactorily remove or mitigate a conflict of interest or risk of bias that, in the opinion of the Principal, creates an unfair advantage or impropriety in the tender process.

## 1.8 TENDER TAGS AND CLARIFICATIONS

The Principal's preference is that Tenderers' submissions do not contain tags or clarifications. However, it is acknowledged that in some circumstances Tenderers may feel it is necessary to tag or clarify their Tender Submission.

If the Tenderer wishes to tag or clarify their Tender Submission in order to modify the contractual terms detailed in this Tender Document, then that Tenderer must detail that modification in their Tender Tag and Clarification Statement.

Tender Tag and Clarification Statements must include the following information for each item;

- Reference to the part of the contract document that is intended to be changed
- A full description of the proposed change; and
- The Tenderer's reason for requiring such a change to the contractual requirements.

Only tag(s) or clarification(s) that comply with the above, and that are included in Envelope 1 of a Tenderer's Tender Submission, shall be considered by the Principal.

Any statement that has the general effect of being a tag or clarification but is not included in a Tender Tag and Clarification Statement;

- May be disregarded at the Principal's discretion;
- Does not take precedence over the requirements of this Tender Document; and
- Is of no effect unless expressly recognised in writing by the Principal.

The Principal is not required to accept any tag or clarification. Tenderers may be required to modify or remove any or all tags or clarifications at the Principal's discretion. Failure to modify or remove a tag or clarification on request may result in that tender being deemed non-conforming.

The Principal may, at its discretion, assign a premium to any tender in the tender evaluation process in respect of an accepted tag or clarification that the Principal considers to alter the risks, benefits, or cost of the contract.

## 1.9 ELECTRONIC INFORMATION

Electronic copies of the Tender Documents will be provided to all who have uplifted Tender Documents, and can be obtained from the Tenders Secretary. The documents are;

| **Electronic Information** | |
|---|---|
| **Document** | **Format** |
| Information for Tendering (includes the Tender Form and Tender Information Schedules) | PDF |

| | |
|---|---|
| Tender Information Schedule (Section 7 IFT) | Word |
| Other Tender Documents | PDF |
| Schedule of Prices | Excel |

Electronic documents are provided in good faith to assist Tenderers. If there is a discrepancy between the electronic copy and the hard copy, the hard copy shall take precedence.

Tender submissions will only be accepted in hard copy but an electronic copy of the Tender submission should also be provided.

The Principal will provide RAMM read-only access to the Tenderer's nominated representative on request, and that have uplifted Tender Documents.

## 1.10 EXISTING NETWORK AND ASSET DATA CONDITION

The Principal has completed a sample assessment of the Network and asset data condition for the purpose of:

a) Understanding the existing condition of the Network in relation to the operational performance measures within the performance framework

b) Quickly identifying areas of risk relating to existing asset data integrity

c) Rationalising the assumptions made to develop the baseline preservation quantities.

A copy of the Network sample assessment will be provided to Tenderers electronically.

The asset condition report is located on the Transport Agency's highway information portal (http://hip.nzta.govt.nz/technical-information/performance-management/RAMM-database-health-checks).

## 1.11 ADDITIONAL CONTRACT INFORMATION

The reports and other information referred to in, or attached to, or made available with, the Tender Documents have been compiled in good faith and are provided for the information of Tenderers. Tenderers are deemed to have studied, and make their own interpretation of, the contents of all the reports and information provided and to have made themselves aware of any matter whatsoever that may affect their tender. Tenderers are responsible for interpreting the condition of the Assets from the information given, their inspection of the Assets and other investigations and enquiries, and shall satisfy themselves as to the nature of ground and sub-soil conditions before submitting their tender. The Principal does not guarantee, and accepts no responsibility for, the accuracy or completeness or correctness of any data or information presented, or the correctness of any interpretations. Tenderers shall rely on all information provided by the Principal at their own risk.

At the discretion of the Principal, the documents listed below may be provided to Tenderers. These documents are provided for information only:

a) Highway Information Sheets
b) Ten-year Programme (including the Maintenance and Capital Works Programmes)
c) Emergency Procedures Manual
e) Principal's asset databases (e.g. RAMM) and associated registers
f) Geo hazard Register
h) Limited Access Roading (LAR) Register
i) Falling Weight Deflectometer survey data
j) RAMM health check
k) KiwiRAP Assessment
l) Current SWIPP spreadsheet
m) Ten year specimen programme for pavement and surfacing renewals

n) <<add any others>>.

## 1.12 TENDERER'S PRELIMINARY MAINTENANCE MANAGEMENT PROPOSAL

Tenderers shall complete the Certificate M – Tenderer's Preliminary Maintenance Management Proposals, (see section 5 of this IFT) for the Maintenance Management Plan Proposals, and issue Certificate M to the Principal no later than the date specified in section 1.4 of this IFT.

Within 10 working days of receipt of this certificate, the Principal will provide a response noting any significant non-conformance, possible non-compliance, or general concerns relating to the viability of the Tenderer's Preliminary Maintenance Management Proposals. Such a response will be provided on an information-only basis, and shall not be considered a full and thorough review of the Tenderer's Preliminary Maintenance Management Proposals. The Certificate M documentation and review shall be discussed within the Interactive Tender Meeting Two specified in Section 1.13 of this IFT.

Any tender that includes a draft Maintenance Management Plan that the Tender Evaluation Team (TET), at their sole discretion, consider to include significant non-conformances that were identified in the Certificate M review by the TET, and have not been adequately addressed in the tender submission, shall be deemed a Non-Conforming Tender.

## 1.13 INTERACTIVE TENDERING PROCESS

One combined interactive workshop will be held with all Tenderers. It is expected by the Principal that attendees will take a positive approach to this meeting and provide feedback and comment on the Request for Tender including the variation benchmarking exercise (Refer Section 1.14), discuss any matters of interest openly and participate in the discussions that occur.

Two individual interactive meetings will be held throughout the tender period between individual Tenderers and the Principal, which will be confidential, informal and non-contractual.

The aim of the interactive tender process is to resolve issues that may prevent the Tenderers from developing a Conforming Tender that will be consistent

with the objectives and concepts of the Contract. The interactive tender process will also be used to address any anomalies, ambiguities, errors or omissions identified in the Tender Documents.

Tenderers shall submit to the Principal their proposed agenda at least **five** working days in advance of the interactive meeting. This requirement is to allow a structured and meaningful meeting to take place.

All meetings will be held at the << add Principal's location and address>>. The Principal will involve technical advisors as required at the interactive meetings.

The Tenderer will chair the individual interactive meetings, for which 2 hours will be set aside while the Principal will chair all other meetings. The Principal will consider any alternative dates proposed by the Tenderers, subject to the availability of the TET.

Matters to be discussed between the Principal and Tenderers during this interactive process shall be at the discretion of the Tenderer and confirmed on the agenda provided in advance.

The second individual meeting includes the opportunity to discuss and review feedback from the TET and their technical advisors on the Certificate M Preliminary Maintenance Proposal. There may also be discussion about how to mitigate potential areas of non-conformance or general concerns.

Matters not to be discussed between the Principal and Tenderers during this interactive process shall include, but not be limited to:

a) Promotional material relating to the Tenderer or the Tenderer's key support companies

b) Pricing information relating to any aspect of the Tenderer's Conforming Tender.

The Principal and their advisors will treat all information submitted or discussed in the interactive process as "Commercial in Confidence".

The Principal reserves the right to discuss aspects of the Tenderer's Conforming Tender with statutory bodies, utility companies and other such bodies and companies. These discussions will only be held after the Principal gains the agreement of the Tenderer, who, if the Principal deems it appropriate, may also attend the meeting. Such meetings shall be conducted as "Commercial in Confidence" and shall not relieve the Tenderer or the Contractor of its obligations to consult and comply with statutory bodies, utility companies and other such companies.

## 1.14 VARIATION BENCHMARKING

As part of the combined interactive workshop, the opportunity will be provided to obtain full alignment of all parties in respect of variations, by exploring aspects of the Services and risk allocation that may be subjective with respect to the lump sum items.

Prior to the workshop, the Principal will seek each Tenderer's opinion with respect to a series of hypothetical scenarios. The Principal has provided sample scenarios to illustrate the process in Addendum A of this IFT. For each scenario,

The Tenderer shall use their knowledge of the Contract Documents, the contract environment and reference to the Thirteenth Schedule of the Conditions of Contract, to confirm the variation outcome for each of the scenarios. The tenderer is also encouraged to further test the risk allocation definitions described in the Thirteenth Schedule of the Conditions of Contract by identifying any other scenarios that the tenderer wishes to have clarified, by using the blank sections at the end of the form. Any submitted scenarios will be openly discussed at the Variation benchmarking Workshop.

At the workshop, all responses will be reviewed and agreement reached on each scenario. The output from the workshop will be recorded in a "Variation Benchmarking Guideline" document and included in the Contract Documents as Addendum A before tenders close.

## 1.15 SUSTAINABLILITY ASSESSMENT

The Principal will, through its own internal processes, assess the sustainability of tender prices.

If in the opinion of the Principal a tender is deemed unsustainable the tender will be directed to the Principal's Unsustainable Tenders Committee for consideration and resolution. This committee reserves the right to reject any tender in accordance with Special Conditions of Tendering, Clause 106.4.

## 1.16 PRIVACY

The Tenderer acknowledges that the Principal's obligations are subject to the requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law.

Where the Tenderer is a company, the authorised signatory of the company who has executed the Tender Form authorises the Principal (or its designated representative) to make enquiries concerning the performance of all companies nominated in the Tenderer's tender.

The Tenderer gives up any claim to confidentiality for the works and/or projects they have referenced in the Non-price Attributes section of their tender.

## 1.17 PROBITY

An independent Probity Auditor has been appointed to overview the tender process up to the award of the Contract, and to verify that the procedures set out in the Tender Documents are complied with. The Probity Auditor is not a member of the Tender Evaluation Team (TET). A Tenderer concerned about any procedural issue has the right to contact the Probity Auditor and request a review. The outcome will be documented with copies to both the Tenderer who raised the issue and the Principal. The name of the Probity Auditor and their contact details are as follows:

Peter Davies
Director, Specialist Audit and Assurance Services
Audit New Zealand
P O Box 99, Thorndon, Wellington 6140

100 Molesworth Street, Thorndon, Wellington

DDI: +64 496 3099
Mobile: +64 21 222 4824
E-mail: Peter.Davies@auditnz.govt.nz

# 2 CONDITIONS OF TENDERING

The Conditions of Tendering are those included in NZS 3917: 2013 – Conditions of Contract for Building and Civil Engineering Construction as amended below.

Clause numbers refer to Conditions of Tendering clauses.

**101 Interpretation**

*Add the following Clause 101.2*

**101.2** In these Tender Documents the following definitions apply:

CONFORMING TENDER means a tender that meets or exceeds the requirements of the Tender Documents. Specifically, a Conforming Tender must score greater than 35 on all non-priced attributes.

NOTICE TO TENDERERS means a notice issued to all Tenderers prior to the close of tenders, which upon issue becomes part of the Tender Documents.

PRINCIPAL means the Transport Agency and <<Insert Local Authority name if joint Principal>>

TENDERS SECRETARY means the person formally engaged and appointed by the Principal to oversee and administer the tender process leading up to the award of the Contract.

PROBITY AUDITOR means the qualified person formally engaged and appointed by the Principal to oversee and advise on the probity of all processes leading up to the award of the Contract.

TENDER DOCUMENTS means this document, which includes the Instructions for Tendering, as well as the Schedule of Prices, Basis of Payment, Conditions of Contract, Maintenance Specification and Appendices.

**102 Issue of Documents**

*Add the following Clause 102.3*

**102.3** Tenderers will be provided with an electronic copy of the Tender Documents.

Electronic copies of forms and schedules are available for the convenience of Tenderers. In the event that the wording on a form or schedule submitted by a Tenderer differs from the wording of the form or schedule as contained in the Tender Documents, the wording on the form or schedule in the Tender Documents shall take precedence.

Tender Documents issued to Tenderers, except forms or schedules for use in the preparation of tenders, remain the property of the Principal.

A Tender Document deposit is not required.

**103 Tenderers to Inform Themselves**

*Add the following Clause 103.3*

**103.3** In submitting a tender, each Tenderer acknowledges that it shall be deemed to have taken into account all legal requirements, restrictions, procedures, costs, timings and potential difficulties which may affect the performance of the Services and the Contractor's obligations, including any specific matters that are unique to the Contract.

*Add the following clause 103.4*

**103.4** Each Tenderer will require an approved TMP by the current traffic management coordinator before accessing the Network, except for drive-overs that do not require vehicle operation that is unusual to regular traffic, such as 100 kph with no stopping. The name and contact details for TMP approvals are as follows:

| | |
|---|---|
| << TMC Name >> | |
| <<TMC Company>> | |
| <<TMC Address 1>> | |
| <<TMC Address 2>> | |
| <<TMC CITY>> | |
| DDI: | <<TMC DDI>> |
| Mobile: | <<TMC Mobile>> |
| Email: | <<TMC email>> |

**104 Ambiguities in Tender Documents**

*Add the following Clause 104.4*

**104.4** Should any ambiguity as to interpretation arise between the contents and requirements of the Transport Agency Procurement Manual (the Procurement Manual), the Part A of the Transport Agency Contract Procedures Manual (CPM), and the Tender Documents (TD), the order of precedence will be the Procurement Manual, CPM, TD.

**104.5** Each Tenderer shall be deemed to have inspected the Assets, examined the Tender Documents and all other information supplied in writing, and to have satisfied itself as to the correctness and sufficiency of its tender for the Services and of the price stated in their tender.

No appointment need be made to view the Assets.

**104.6** Despite any other provision in these Conditions of Tendering the Principal may, on giving due notice to the Tenderers amend, suspend, cancel and/or re-issue the Request for Tender, or any part of the Request for Tender.

**105 Submission of Tenders**

*Clause 105.2 is deleted and replaced with the following*

**105.2** The Principal may at its sole discretion consider any tender received after the time stipulated, if the circumstances can be shown to be exceptional, and/or beyond the control of the Tenderer.

*Add the following Clause 105.8*

**105.8** Alternative tenders will not be considered.

*Add the following Clause 105.9*

**105.9** Notwithstanding anything else in the Conditions of Tendering or the Tender Documents, each Tenderer acknowledges that how the tendered price is made up may change pursuant to the process set out in section 8.10 of the Instructions for Tenderers forming part of the Tender Documents.

**106 Acceptance of Tender**

*Add the following clause 106.3*

**106.3** The Principal reserves the right to reject any or all tenders.

*Add the following clause 106.4*

**106.4** The Principal is under no obligation to check any tender for errors. Acceptance of a tender that contains errors will not invalidate any contract that may be negotiated on the basis of that tender.

**107 Notification of Acceptance**

*Clause 107.1 is deleted and replaced with the following*

**107.1** If no tender has been accepted within three months after closing of tenders, each Tenderer shall be notified in writing by the Principal or its agent whether its tender is or is not still under consideration.

# 3 SCHEDULE TO CONDITIONS OF TENDERING

The Schedule to Conditions of Tendering are those included in NZS 3917: 2013 - Conditions of Contract for Building and Civil Engineering Construction as amended below.

Clause numbers refer to Schedule to Conditions of Tendering clauses.

**Contract for**

The Conditions of Tendering are those set out in NZS 3917:2013

*Clause numbers refer to Conditions of Tendering clauses*

**102.2** (a) A Tender Documents deposit is not required.

**103.1** (b) No appointment need be made to view the Site.

**105.1** Tenders shall close at: **Transport Agency, Location, Street Address** at **Time p.m, on Day, Date, Month, Year**

The tender submission must be submitted in three envelopes as follows:

Envelope 1: Proposal Excluding Price (Hard copy and electronic copy of full Tender excluding price)

Envelope 2: Price (Hard copy and editable electronic copy)

Envelope 3: Tender Submission

**Envelopes 1** and **2** must be marked on the outside of the envelope with the Tenderer's name and:

Tender for Contract <<Contract Number and Name>> – Envelope 1: Proposal Excluding Price.

Tender for Contract <<Contract Number and Name>> – Envelope 2: Price

Envelopes 1 and 2 must be submitted together in a third envelope (Envelope 3) and addressed to:

| |
|---|
| Tender's Secretary |
| Transport Agency |
| Location |
| Street Address |
| <<CITY>> |

**Envelope 3** must be marked on the outside *Tender for Contract Number and Name*

**105.1** (b) Tenders submitted via electronic means (e-mail) will not be acceptable.

**105.3** (f) Supplementary information required to be submitted with the tender is:

**TABLE 3.1: ENVELOPE NO. 1 CONTENTS**

| ITEM | DESCRIPTION OF DOCUMENTS OR INFORMATION | REFERENCE | PAGE LIMIT |
|---|---|---|---|
| A | Tenderer's Non-Price Attributes<br>Tenderers must provide <<**five (5)**>> identical copies of their non-price attribute submission. One copy must be marked **original** and the others marked **copy.**<br>The non-price attribute submission (including all diagrams and tables) must be presented within an A4 size and be on single-sided A4 or folded A3-size pages of ordinary type (12 point Times Roman or similar typeface). A3-size paper shall be deemed to be two A4 pages, and shall be numbered accordingly.<br>Pages in excess of the stated page limits, excluding the additional pages, will not be considered in the evaluation of tenders.<br>The page limit includes all subcontractor attribute information.<br>Additional pages may be included as follows:<br>• Covering Letter (**one** page but will not be considered as part of tender evaluation)<br>• Title Page (**one** page)<br>• Index (**one** page)<br>• CVs Index (**one** page)<br>• CVs (**two** pages for each person nominated in the tender)<br>• Quality Assurance Certification (**two** pages) | IFT Section 4 | **45** |
| B | Maintenance Management Proposal (Draft and Final). The Maintenance Management Proposal (including all diagrams and tables) must be presented | IFT Section 6 Addendum B | **30** |

| TABLE 3.1: ENVELOPE NO. 1 CONTENTS | | | |
|---|---|---|---|
| **ITEM** | **DESCRIPTION OF DOCUMENTS OR INFORMATION** | **REFERENCE** | **PAGE LIMIT** |
| | within an A4 size and be on single-sided A4 or folded A3-size pages of ordinary type (12 point Times Roman or similar typeface). Folded A3-size paper shall be deemed to be two A4 pages, and shall be numbered accordingly.<br>Pages in excess of the stated page limits, excluding the additional pages, will not be considered in the evaluation of tenders.<br>Additional pages may be included as follows:<br>• Covering Letter (**one** page but will not be considered as part of tender evaluation)<br>• Title Page (**one** page)<br>• Index (Unlimited)<br>• Signed Certificate M Form (IFT Section 6) | | |
| C | Tender Information Schedule | IFT Section 7 | Unlimited |
| D | Tender Tag and Clarification Statement (Tags and/or clarifications included in Envelope 2 will not be considered) | IFT Section 1.8 | Unlimited |
| E | Other Information – Principal to state | | |

| TABLE 3.2: ENVELOPE NO. 2 CONTENTS | | | |
|---|---|---|---|
| **ITEM** | **DESCRIPTION OF DOCUMENTS OR INFORMATION** | **IFT REFERENCE** | **PAGE LIMIT** |
| F | Completed and signed Tender Form | Page TF 1 | 1 |
| G | Completed Schedule of Prices including editable electronic copy (as supplied to tenderers) of completed schedule on CD. | N/A | Unlimited |

# 4 NON-PRICE ATTRIBUTES

## 4.1 ATTRIBUTE SUBMISSION AND WEIGHTING

The Tenderer shall provide information on the non-price attributes listed below.

Where relevant, the information must be based on the definitions of those attributes set out in Section 10.14 of the Principal's *Procurement Manual.*

The Tenderer shall provide sufficient relevant information for each attribute for the Tenderer including Joint Venture Partners, and the Tenderer's Key Subcontractor companies to allow the Tender Evaluation Team (TET) to mark the attribute as provided for in the table below.

**TABLE 4.1: ATTRIBUTE WEIGHTING**

| ATTRIBUTE | OVERALL ATTRIBUTE WEIGHTING |
|---|---|
| Sustainable Market Resource | 9% |
| Relevant Skills | 12% |
| Methodology | 17% |
| Maintenance Management Plan | 7% |
| Price | 55% |

## 4.2 TENDERER INFORMATION

The submission for each attribute shall clearly illustrate the attributes of the Tenderer's Company, including Joint Venture Partners, and the Tenderer's Key Subcontractor companies.

## 4.3 SUSTAINABLE MARKET RESOURCE

### 4.3.1 Healthy Market

Tenderers must provide;

- Evidence of understanding the objectives, outcomes and performance management required by the Contract in respect of the Principals desire for a healthy market, and how this has influenced the Tenderer's organisational structure. (Editing Note: Include explanation of requirements and drivers to specific Business Unit Procurement Strategy Healthy Market objective).
- Details of the relationship and interaction of the resources to be provided for carrying out the Contract Works, including the role, location and proportion of subcontractors.
- The arrangements and relationships between Subcontractor companies and the Tenderer's company, including the degree of formality and how the proposed term will deliver value, payment terms of the subcontract agreements and

alignment with the Construction Contracts Act 2002, the communication links and the proposed management and integration of the companies and their systems.

- How resources and people will be managed to ensure lasting contracting entities that offer opportunity for sustainable growth and safe work practices, for the Contract personnel, the region and the Tenderer overall.

### 4.3.2 Capability

Tenderers must provide;

- Information on the depth of the macro-level resources available to be provided for carrying out the Contract Works.
- Provide an organisational staff structure for the Contract. Do this using a diagram showing how both internal and external staff relates to the management of the Contract. Describe the communication links between key parties (Contractor, site staff, Principal, Engineer, Subcontractors etc).

Tenderers must explain:

- How the specific Network issues that create variable (surge) resourcing will be managed and how the Tenderer will respond.
- Where the Tenderer is currently based and/or intends to operate from, and how this will promote Network accessibility to meet response times.

## 4.4 RELEVANT SKILLS

Attach a curriculum vitae (CV) for each of the Tenderer's personnel nominated for evaluation as key personnel (as listed in the Relevant Skills Tender Evaluation Marking Form contained in IFT Section 8) (**two** pages per CV). The CVs need to demonstrate specific experience relevant to the proposed Contract responsibilities and should separately identify technical and managerial skills where relevant to the position.

The Tenderer must nominate personnel for each of the areas of responsibilities listed in the Relevant Skills Tender Evaluation Marking Form contained in IFT Section 10, and state (in *no more* than half a page per person) the key relevant skills each will contribute in terms of their relevant technical and management experience; qualifications; and training.

The Tenderer must state the percentage of time and duration for which each of the above nominated persons will be committed to the Contract, and whether they will be based within or outside the Network area.

For purposes of the Contract, commitment is defined as the time that will be allocated and applied to the performance of the Services for each role (if more than one role is to be performed), estimated in working days per year from a total available 220 days. If it is intended to vary the commitment of any key person throughout the Contract, the commitment of the key person should be stated for Year 1, and Years 2 – 7 (annual average).

## 4.5 METHODOLOGY

Tenderers must describe the methodology they will use to deliver the desired outcomes and achieve the Contract objectives. The methodology shall clearly explain how the Tenderer's approach is relevant and appropriate to the Network and regional characteristics of this Contract. Methodology statements will be taken to reflect the Tenderer's understanding of its responsibilities under the Contract, and its ability to meet those responsibilities through the implementation of systems.

### 4.5.1 Outcome focused and a safe and responsible approach

Tenderer's must describe;

- The methodology they will use to deliver the desired outcomes and achieve the contract objectives.
- What the Tenderer's policy on health and safety, including the training and welfare of the Tenderer's team, Subcontractors, public safety and the Tenderer's method for controlling on-site safety performance. (Tenderers must complete and submit the Contractor's Health and Safety Management, Tender Information Schedule).
- Their understanding of the safe systems approach and how this approach will be integrated into the management, operations (including vehicle fleet) and maintenance activities on the Network.

### 4.5.2 Establishment and Ongoing Contract Management

Tenderer's must explain how the team will;

- Establish on the Network so that there is a seamless transition from one contract to the Network Outcomes Contract and be responsive to the Principals and customer needs, and set up the relevant systems and plans within the first six months of the Contract commencement.
- Develop a culture of working together, aligning values and behaviours that result in an integrated and cohesive team with enduring positive outcomes and what processes and systems will be put in place.

### 4.5.3 Network Management and Quality

Tenderer's must demonstrate their knowledge of the Network and explain;

- The systems and processes that will be implemented to ensure the capture and delivery of accurate, timely network information and knowledge leading to improved and optimal asset management practices and how non-conformances and continuous improvement will be managed.
- How the team will undertake the Network Control activities and what the particular issues are that could impact on accessibility, reliability and connectivity within and outside the network boundaries are and how non-conformances and continuous improvement will be managed.
- How the team will manage and coordinate physical works on the Network (including third party) and deliver quality outcomes. In particular how they will assure workmanship quality in the field, monitor and report quality

performance and how non-conformances and continuous improvement will be managed.

### 4.5.4 Customer Experience and Incident Event Management

Tenderer's must demonstrate their knowledge of the Network and explain how the team will;

- Ensure customer and Stakeholder enquiries are captured, managed, prioritised, responded to and how this will enhance positive perceptions.
- Provide timely and accurate information so that environmental and customer impacts are well managed, communicated and informed journey decisions can be made for both planned and unplanned works.
- Pre-plan prior to an event, deciding the actions to be taken and the resources to be distributed throughout an event and the decision processes to determine the priorities of returning the network back to full operation.

# 5 MAINTENANCE MANAGEMENT PROPOSAL

## 5.1 GENERAL

This section forms part of the Non-Price Attribute submission and provides further detail on critical elements of the Contract scope.

The Maintenance Management Proposal is a separate bound document and will be included in Envelope 1.

Information provided within the Maintenance Management Proposal can be cross-referenced and need not be duplicated.

The Maintenance Management Proposal should be a convincing indication of the methodologies and processes that will underpin the development of the more detailed unlimited page count Maintenance Management Plan to be provided and agreed by the Principal within 8 months of Contract commencement. Therefore the 30 page tender submission required is the proposal which is to be expanded on and fully detailed in the Maintenance Management Plan.

This report will be reviewed by the Principal's Expert Advisors on behalf of the TET. The TET shall consider the opinions of and assessment by the Principal's Expert Advisors and shall determine, at its sole discretion, the evaluation of the Non-Price Attribute score.

## 5.2 DRAFT MAINTENANCE MANAGEMENT PROPOSAL

The Tenderer shall provide a draft Maintenance Management Proposal in accordance with Addendum B of the Information for Tendering. It will detail the monitoring, planning, programming and intervention strategies that will be put in place to achieve the Contract KRA, KPI, and OPM performance targets.

The draft MMP shall reflect the requirements of each specified component of Addendum B of the Information for Tendering:

- Strategy associated with the Preliminary Maintenance Management Proposal
- Process for development and maintenance of Forward Works Programmes, including the maintenance intervention strategy
- Pavement Strategies
- Surfacing Strategies and the Tenderers engineering and economic decision making justification process
- Drainage Strategies and the Tenderers engineering and economic decision making justification process
- Maintenance Activity Requirements including performance management
- Baseline Plans - The Tenderer's Baseline Plan must be based on the cumulated length over the contract period and must equal the cumulated length over the contract period as specified in Section 6 of the Maintenance Specification.

The Tenderer's MMP and MIS must be consistent with the financial build-up contained within Envelope 2. No price information shall be included.

## 5.3 FINAL MAINTENANCE MANAGEMENT PLAN

The final approved MMP will provide a management and decision making framework within which the supplier will operate in order to consistently provide good stewardship of efficient, effective whole of life asset management of all of the assets managed under the contract. It will provide a framework for decision making that will ensure this outcome.

The final MMP will be a living document that will include the full depth of coverage outlined in section 4.8 of the Maintenance Specification for each of the topic areas provided in Appendix 4.8. It will provide detailed methodology and process descriptions and where necessary the evidence to support assumptions made in developing these.

It is expected that the final MMP will fulfil the following objectives:

- Clearly document the decision processes that will be used throughout the duration of the contract such that the depth of analysis, investigation and design, and the decision processes that will utilise these inputs are well understood by all parties from the outset.
- Establishing and environment to enhance the opportunities to achieve a step change in asset management practices and associated efficiency gains that are being sought.
- Creating a sustainable training and reference resource that will encourage up skilling and knowledge transfer, and creating a basis for consistency of current operational practices by any new staff joining the team.

.

# 6 CERTIFICATE M

**TENDERER'S PRELIMINARY MAINTENANCE MANAGEMENT PROPOSALS**
**<<Contract Number: Contract Name>>**

We hereby confirm that the following information describes our Preliminary Maintenance Management Proposal resulting from the tender consultations with the Principal. We certify that this is an outline of the draft Maintenance Management Plan (MMP) in accordance with Addendum B of the Information for Tendering, detailing the Tenderer's maintenance strategy for all asset classes across the network. The information is as described hereunder:

1. The Strategy associated with the Preliminary Maintenance Management Proposal
2. Processes for development and maintenance of Forward Works Programmes
3. Pavement Surfacing and Drainage Strategies
4. Outline of the approach to Maintenance Activity Requirements
5. Outline of the approach to Maintenance Performance Management
6. Baseline plans, including baseline pavement rehabilitation plan and baseline resurfacing plan
7. The draft Maintenance Management Plan will not differ in principle from this **PRELIMINARY MAINTENANCE MANAGEMENT PROPOSAL**.

Signed _____ Name _____ Date _____

(Partner or Director, Lead Contractor/ JV Partner)

_____ _____ _____

_____ _____

– (Tenderer)

8. Receipt of the above proposals is acknowledged

Signed _____ Name _____ Date _____

(Transport Agency)

# 7 TENDER INFORMATION SCHEDULE

## 7.1 GENERAL

Tenderers shall complete the following Tender Information Schedule and include in **Envelope No. 1.**

## 7.2 PROPOSED SUBCONTRACTORS

Further to Section 4.2, any proposed Subcontractor shall be chosen from those Subcontractors named in the Statement of Interest and Ability submissions.

The Tenderer must complete the following table about their proposed Subcontractors.

The tenderer must nominate any Subcontractor proposed for the following works: <<<Guidance Note. The Principal is to identify those works that are deemed high risk to the project.>>>

a) <<< Chip Seal Surfacing >>>

b) <<< Asphaltic Concrete Surfacing >>>

c) <<< Pavement Renewals >>>

d) <<< State any others >>>

**TABLE 7.2: PROPOSED SUBCONTRACTORS**

| PROPOSED SUBCONTRACTOR | TYPE AND EXTENT OF WORKS TO BE COMPLETED |
|---|---|
| | |
| | |
| | |

## 7.3 ACKNOWLEDGEMENT OF NOTICES TO TENDERERS

The Tenderer must complete the following table listing the number(s) of the Notice(s) to Tenderers (NTT) they have received during the tender period.

| | |
|---|---|
| **NTT NUMBERS** | |
| **NTST NUMBERS** | |

The Tenderer must allow for the consequences of the changes advised in the notices when completing their tender.

## 7.4 PERSONNEL SCHEDULE

The Tenderer must complete the following table for all key personnel named under Relevant Skills.

For purposes of the Contract, commitment is defined as the time that will be allocated and applied to the performance of the Services for each role (if more than one role is to be performed), estimated in working days per year from a total available 220 days. If it is intended to vary the commitment of any key person throughout the Contract, the commitment of the key person should be stated for Year 1, and Years 2 – 7 (annual average).

Individuals may be identified as responsible for, or involved in, more than one task. The percentage of their time they will be committed to any single role (provided in Table 7.4) must be separately identified.

Table 7.4 in no way dictates the number of people required for each or any role. Additional roles may be identified to assist the Principal in understanding the nature and composition of the team proposed.

This schedule will provide the Principal with both an indication of the commitment of staff to the contract and the competency of the staff offered for the various defined roles.

**TABLE 7.4: PERSONNEL SCHEDULE**

| KEY PERSON | COMMITMENT (%) | | BASE OFFICE | EMPLOYER |
|---|---|---|---|---|
| | Year 1 | Year 2 – 5 (Annual Average) | | |
| **CONTRACT BOARD MEMBER** | | | | |
| | | | | |
| | | | | |
| | | | | |
| **CONTRACT MANAGER** | | | | |
| | | | | |
| | | | | |
| **ASSET MANAGER** | | | | |
| | | | | |
| | | | | |
| **COMPLIANCE & QUALITY MANAGER** | | | | |
| | | | | |
| | | | | |
| **SAFETY MANAGER** | | | | |
| | | | | |

## TABLE 7.4: PERSONNEL SCHEDULE

| KEY PERSON | COMMITMENT (%) | | BASE OFFICE | EMPLOYER |
|---|---|---|---|---|
| | Year 1 | Year 2 – 5 (Annual Average) | | |
| | | | | |
| **TRAFFIC CONTROL COORDINATOR** | | | | |
| | | | | |
| | | | | |
| **CUSTOMER & STAKEHOLDER MANAGER** | | | | |
| | | | | |
| | | | | |
| **OPERATIONS MANAGER** | | | | |
| | | | | |
| | | | | |
| **SURFACING/PAVEMENT MANAGER** | | | | |
| | | | | |
| | | | | |
| | | | | |
| **INSPECTOR & SUPERVISOR** | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **TECHNICAL SPECIALISTS** | | | | |
| | | | | |
| | | | | |
| | | | | |

## 7.5 STATEMENT OF SUPPORT

The Tenderer need only provide a Statement of Support from each key sub-contractor (refer Statement of Interest and Ability, Appendices, Appendix A, Glossary of Terms for definition) named in its tender. Attributes of companies for which the Tenderer has not provided a Statement of Support will not be considered in the evaluation of the Tenderer's attribute submission.

We (the undersigned):

_____

*(Full name of key support company)*

confirm that we intend to provide to:

_____

_____

_____

*(Full name of each member of consortium)*

(hereinafter called the Tenderer) the following services for the performance of Contract No. Contract code: Contract Name:

_____

_____

_____

*(Type and extent of services to be provided)*

We accept that our attributes will be considered in the assessment of the Tenderer's submission.

Authorised Signature: …….  Date: …….

The person signing on behalf of the key support company must be authorised to represent the key support company's interests in this matter.

## 7.6 CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT INFORMATION

To comply with legislation and the need for a safe working environment and industry best practice, the Principal needs to demonstrate that it has taken "all practicable steps" to confirm that Contractors have implemented a systematic approach to safety management practices, and that they have appropriately trained employees.

The Principal requires all Contractors to meet or exceed the requirements of ACC Work Safety Management Practices (WSMP) or Partnership Programme at Secondary or Tertiary levels, and one of the two prerequisites that follow:

- Be registered with a Principal-approved Health and Safety (H&S) provider
- Be accredited with an H&S system acceptable to the Principal, and meet or exceed the requirements of industry best practice.

**The Tenderer shall complete and provide copies of the documents referred to in the form below, and submit these with their tender. Each party of a joint venture shall submit the form and documentation.**

Tenders that do not include the information required below may be deemed to be non-conforming.

| TABLE 7.6: CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT REQUIREMENTS | |
|---|---|
| **1.** | Please confirm which of the Principal's approved H&S providers you are registered with:<br>☐ QEST **(attach copy of current audit certificate)**; **or**<br>☐ None of the above<br>**If you answered "None of the above" go to Section 2, otherwise go to Section 5.** |
| **2.** | Please confirm which ACC WSMP or Partnership Programme you are registered with:<br>☐ ACC Secondary Level **(attach copy of current audit certificate); or**<br>☐ ACC Tertiary Level **(attach copy of current audit certificate); or**<br>☐ None of the above<br>**If you answered "None of the above" go to Section 3, otherwise go to Section 4.** |

## TABLE 7.6: CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT REQUIREMENTS

| | |
|---|---|
| **3.** | Please confirm which H&S system acceptable to the Principal you are registered with:<br>• **Other accredited H&S Systems in conformance with AS/NZS 4801 or OHSAS 18001** scoped to roading, construction, maintenance and other works that will be performed by your company on this contract:<br>☐ **AS/NZS 4801**: In order to meet or exceed the requirements of ACC WSMP or Partnership Programme at Secondary or Tertiary levels, AS/NZS4801 must be extended to include management of subcontractors **(attach copy of current "evidence-based" audit certificate); or**<br>☐ **OHSAS 18001**: In order to meet or exceed the requirements of ACC WSMP or Partnership Programme at Secondary or Tertiary levels, OHSAS 18001 must be extended to include New Zealand's legal requirements for employee participation. **(attach copy of current "evidence-based" audit certificate)**<br>**Go to Section 4.** |
| | **Declaration** |
| **4.** | I confirm our organisation will have H&S processes and systems in place that comply with industry best practice for this Contract. Our system provider is committed to working towards industry best practice to continuously improve H&S outcomes within the civil sector. I authorise the Principal to discuss and verify our organisation's stated H&S record with independent bodies (e.g. ACC, Ministry of Business, Innovation and Employment, QEST). |

| | | | |
|---|---|---|---|
| **Signed:** | | **Date:** | |
| **Name:** | | **Position:** | |

## 7.7 ELECTRICAL NETWORK COMPANY CERTIFICATION

The Tenderer is to supply evidence that they are authorised or their Subcontractor is authorised to carry out electrical work from the appropriate Electrical Network Company(s) ("ENC") to provide the following services;

- Cable Laying – Low Voltage (LV)
- Cable Jointing – LV
- Line Work – LV and/or High Voltage (HV)

## 7.8 PROPOSED QUARRIES AND ASPHALT SUPPLIERS

Further to Section 4.3.2 Capability, the Tenderer must complete the following table about their proposed Quarries and Asphalt suppliers.

**TABLE 7.8: PROPOSED QUARRIES AND ASPHALT SUPPLIERS**

| QUARRY NAME | LOCATION | OWNER |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **ASPHALT PLANT NAME** | **LOCATION** | **OWNER** |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

# 8 TENDER EVALUATION PROCEDURE

## 8.1 INFORMATION SCHEDULE OVERVIEW

Tenders for the Contract will be evaluated using the "Price Quality Method Simple (PQM Simple)".

The Principal's guidelines for its implementation are outlined in Part A of the Principal's Contract Procedures Manual.

Only Tenderers that have been shortlisted pursuant to the Principal's Registration of Interest process are eligible to submit a tender.

## 8.2 TENDER EVALUATION TEAM

A Tender Evaluation Team (TET) has been nominated to evaluate the tenders for the Contract. Expert advisors may be required to support and advise the TET during the evaluation.

The TET formed to evaluate tenders for the Contract, will include:

| TABLE 8.2: TENDER EVALUATION TEAM (TET) | |
|---|---|
| Team Member 1 | Team member 1's company |
| Team Member 2 | Team member 2's company |
| Team Member 3 | Team member 3's company |
| Team Member 4 | Team member 4's company |

<< If TET Leader not confirmed in table above then add the following words. "The TET leader will be confirmed in a Notice to Tenderers.">>

Tenderers will be notified in writing of any changes to the TET.

Tenderers who believe there is an actual or potential conflict of interest or risk of bias with a member of the TET may write to the Probity Auditor, outlining their concerns so that the appropriate action can be taken.

## 8.3 ENVELOPE 1: NON-PRICE ATTRIBUTE EVALUATION

The TET will individually read the contents of Envelope 1: Proposal excluding Price, and evaluate and grade the Non-Price Attributes using the Tender Evaluation Marking Forms in IFT Section 10.

For the evaluation of Relevant Skills the TET will take into account:

a) The Principal's records of contracts the Tenderers have completed

b) Their personal knowledge of any of the Tenderers' experience

c) Information from referees of other organisations the Tenderers have worked for.

For the evaluation of the Tenderer's Methodology attribute, the TET will take into account their personal views about best practice and the appropriate methodology to complete the Contract Works.

## 8.4 PRESENTATION OF TENDER

Presentations will be held the second week following the close of tenders. One and half hours will be allowed for Tenderers to make their presentation, including questions. The order of specific times for presentations will be randomly drawn and advised to each Tenderer at least one week prior to the close of tenders.

Presentations will be held at the <<xxx room in the Transport Agency office>>.

The Principal reserves the right to request the presence of specified Tenderer's personnel to attend the presentation.

The objective of the presentation is to:

a) Introduce key team members

b) Highlight key aspects of the bid.

Tenderers shall not provide new information in their presentations.

Attendance at the presentation shall be limited to six of the Tenderer's representatives at any one time. At the discretion of the Principal, the TET may request that specific nominated roles/specific personnel be in attendance at the presentation. If required, this shall be requested prior to tender close.

Each Tenderer shall conduct their presentation on the basis that the TET has completed their initial evaluation of the tender submission prior to the presentation.

The TET will be permitted to ask questions seeking clarification only and the Tenderer should allow time for questions either during or at the end of their presentation.

The Tenderer will be permitted to distribute up to 10 pages of charts and diagrams to assist with the presentation. These pages shall be returned to the Tenderer at the end of the presentation.

## 8.5 INTERVIEWS

Interviews with individual Tenderers may be held during the tender evaluation period should any further clarification be required regarding the Tenderer's submission.

## 8.6 AGREEMENT OF NON-PRICE ATTRIBUTE GRADES

The TET will meet to agree each Tenderer's Non-Price Attribute scores and overall grade. The TET will evaluate the proposals based on a direct comparison of each tender submission, and rank each tender in order based on the markings gained in the evaluation.

Assistance from expert advisors will be requested as required. The TET will endeavour to reach a consensus. If the TET cannot reach a consensus, the TET Leader shall consider the teams' attribute scores and decide the final attribute score.

In line with the *Procurement Manual*, Section 10.14, the minimum quality threshold for any of the Non-Price Attributes shall be **35** marks. Any Tenderer not achieving the

minimum quality threshold for any of the four attributes shall be excluded from further consideration.

## 8.7 TENDER EVALUATION: ENGINEER'S ESTIMATE

The Engineer's Estimate is the total contract value over the 7 year term of the Contract. The Engineer's Estimate includes all lump sum, establishment and provisional sum items. It is represented in 2015 dollars and is uninflated and undiscounted (that is, it is not a present value sum).

The Engineers Estimate includes incident response but excludes emergency works. Emergency works are defined in the Planning Programming and Funding Manual.

For transparency purposes, the Engineer's Estimate used in the tender evaluation is given below:

| | |
|---|---|
| **ENGINEER'S ESTIMATE:** | $XXXM |
| **THIS INCLUDES PROVISIONAL SUMS OF:** | $XXX K |

It is important that the Principal is confident the estimate is appropriate for the Contract Works because it is used in the tender evaluation formula.

If the Tenderers have any concerns regarding the accuracy of the estimate, Tenderers are able to submit their concerns up to 4:00 p.m., 5 working days prior to tender close, through the following process:

a) Tenderers shall forward their comments on the accuracy of the estimate directly to the Probity Auditor nominated in this IFT.

b) The Probity Auditor shall pass the comments (without revealing the Tenderer's identity) to the Manager, Project Services.

c) The Manager, Project Services, will consider the information and, if deemed necessary, issue further instructions to Tenderers before tenders close. The Manager, Project Services, shall not reveal any price sensitive information to the TET.

## 8.8 NON-PRICE ATTRIBUTE EVALUATION REPORT

The TET will complete a Non-Price Attribute evaluation report.

## 8.9 ENVELOPE 2 – PRICE

Following the Non-Price Attribute evaluation process described above, the Tenders Secretary will open Envelope 2: Price, for each acceptable tender.

To obtain the "Adjusted Tender Evaluation Price" used solely for evaluation purposes, the values assigned in the PQM Simple evaluation process will be subtracted and/or added to the Tender Price as appropriate. Subject always to the Conditions of Tendering, the Tender with the lowest "Adjusted Tender Evaluation Price" will be the preferred tender.

## 8.10 PRICING TRANSPARENCY

It is important to the Principal that Tenderers accurately allocate their costs to the appropriate scheduled items in accordance with the item descriptions in the Schedule of Prices and the corresponding Basis of Payment.

The Principal reserves the right to require the Tenderer to demonstrate, in an open-book process, how they have allocated costs, to provide evidence that a schedule item accurately reflects the Schedule of Prices descriptions and corresponding Basis of Payment, and to require amendments in order to achieve a balanced Schedule of Prices with no adjustment to the overall Tendered Sum.

Should the Principal not be satisfied that the above review process accurately reflects the allocation of actual costs, then the Principal may engage an independent expert cost advisor to undertake this review.

In the event that the Principal has engaged an independent expert cost advisor to undertake a review, the Tenderer will have the opportunity to reconcile the differences with the independent cost advisor and re-allocate costs without any adjustment to the overall Tendered Sum. Should the Tenderer and the independent expert cost advisor be unable to reconcile the re-allocated costs, then the decision of the independent expert cost advisor should be confirmed or the Tenderer may withdraw their tender.

Irrespective of the above requirements, the Principal may require, and the Tenderer shall provide, the detailed schedule of the components of their tendered price. This schedule must sufficiently describe the pricing inputs including all resources (labour, plant and materials) together with production rates for all direct, indirect and subcontracted works.

## 8.11 PRE-LETTING MEETINGS

Following the opening of Envelope 2: Price, and prior to Contract award, the Principal shall hold pre-letting meetings with the preferred Tenderer.

Meetings will be convened by the Principal, who will involve their advisors on an 'as-required' basis. The Tenderer is encouraged to include all key personnel, which would usually include the Tenderer's Contract Board member, Contractor's Representative and/or Contract Manager.

Pre-letting meetings will be aimed at minimising any outstanding issues associated with the tender submission and clarifying the price and interpretation of the scope of works. Resolution shall be minuted and included in the Contract Documents. Matters to be discussed shall include, but not be limited to:

a) Resolving any outstanding issues including any ambiguities or shortcomings in the Tender Documents or tender submission

b) Confirming details of the preferred tender and documenting specific intent where any potential misalignment is found

c) Resolving any risk issues

d) Clarification of any matters in regard to the identification of Tenderer's unsustainable pricing of rates or schedules, as perceived by the Principal.

## 8.12 TENDER EVALUATION REPORT

The TET will prepare a tender evaluation report. The Principal will use this report in accepting the tender and awarding the Contract according to its Contract administration procedures.

The report will include recommendations regarding the preferred tender and Tenderer, and any applicable terms or conditions relating to the tender acceptance.

If the Principal accepts the recommendation of the TET, it will either directly award the contract to the preferred Tenderer or seek pre-award discussions with the preferred Tenderer.

# 9 TENDER ACCEPTANCE AND DEBRIEFING

## 9.1 TENDER ACCEPTANCE

The Principal will write to the successful Tenderer at the earliest opportunity to inform them that their tender has been accepted.

Where tenders from 3 or more Tenderers are received, all Tenderers will be advised of the following:

a) Name of the successful Tenderer

b) The tendered price of the successful tender

c) The names of all Tenderers

d) The tendered prices of all Tenderers, in ascending order, and without linkage to the Tenderer's identity

e) For each Tenderer, their individual Non-price Attribute grades, and the range of Non-Price Attribute grades of all Tenderers.

In the event that fewer than 3 Tenderers submit tenders, only the information described in IFT Section 9.1 a), b) and c) will be provided. In addition, each Tenderer will be provided with their individual Non-Price Attribute grades.

## 9.2 TENDER DEBRIEFING

Within **two** weeks of the Contract award, Tenderers may request a meeting with the Principal that includes at least one member of the TET. The Tenderer can use this meeting to discuss their tender submission including, in particular, the adequacy of the submitted information and the scoring of Non-price Attributes. Other Tenderers' tender submission information and details will not be disclosed. The discussions will be confidential and will not be formally minuted.

Tenderers will be invited to provide their views on the tender process at the debrief meeting.

# 10 TENDER EVALUATION MARKING FORMS

The TET will use the following tender evaluation marking forms to evaluate each Tenderer's Non-price Attribute submission.

| TABLE 10.1.1: SUSTAINABLE MARKET RESOURCE (WEIGHTING 9%) | | |
|---|---|---|
| **FACTORS AND WEIGHTING** | | |
| **Healthy Market** | | |
| • Understanding of the Principals long-term objectives and outcomes | 10% | |
| • Supplier relationships, interactions and proportions | 15% | |
| • Sustainable supply chain management | 15% | |
| • People and capability management | 15% | |
| Capability | | |
| • Macro-labour, plant, equipment and materials | 10% | |
| • Organisational Structure | 12% | |
| • Variable workload (surge) management | 10% | |
| • Network accessibility | 13% | |
| **Summary Rating** | | |

| **Tenderer** | | **Sustainable Market Resource Rating** | |
|---|---|---|---|

| **Evaluator's Comments** (Continue on Separate Sheet if Necessary) |
|---|
| TET Note: Consider alignment with overarching Transport Agency objective, Contract outcomes and performance management |
| |

| TABLE 10.1.2: RELEVANT SKILLS (WEIGHTING 12%) | | | | |
|---|---|---|---|---|
| **KEY PERSONNEL** | **MAXIMUM NUMBER OF PEOPLE** | **WEIGHT** | **EXPERIENCE (70%)** | **QUALIFICATIONS AND TRAINING (30%)** |
| Contract Board Member | 2 | 10% | | |
| Contract Manager (Contractor's Representative) | 1 | 12% | | |
| Asset Manager | 1 | 10% | | |
| Compliance & Quality Manager | 1 | 8% | | |
| Safety Manager | 1 | 7% | | |
| Traffic Control Coordinator | 1 | 9% | | |
| Customer & Stakeholder Manager | 1 | 7% | | |
| Operations Manager | 1 | 10% | | |
| Surfacing & Pavement Manager | 2 | 10% | | |
| Inspector & Supervisor | 3 | 10% | | |
| Technical Specialists | 2 | 7% | | |
| **Summary Rating** | | | | |

| | | | |
|---|---|---|---|
| **Tenderer** | | **Relevant Skills Overall Rating** | |

**Evaluator's Comments** (Continue on Separate Sheet if Necessary)

TET Note: Relevant Skills relates to individuals, not the company, and should include relevant skills of key support company personnel if the positions listed are to be filled by key support company personnel.

| TABLE 10.1.3: METHODOLOGY (WEIGHTING 17%) | | | |
|---|---|---|---|
| **FACTORS AND WEIGHTING** | | **STANDARD (100%)** | |
| **Outcome focused and a safe and responsible approach** | | | |
| Delivery of desired outcomes and Contract objectives | 8% | | |
| Health and Safety Policy | 10% | | |
| Understanding and integration of a safe system approach | 10% | | |
| **Establishment and ongoing Contract management** | | | |
| Establishment in the first 6 months | 10% | | |
| Working Together | 10% | | |
| **Network Management and Quality** | | | |
| Data delivery and management | 10% | | |
| Network Controls and impacts | 10% | | |
| Physical work coordination and quality | 10% | | |
| **Customer Experience and Event Management** | | | |
| Customer and Stakeholder interaction | 7% | | |
| Environmental and Customer impact management | 7% | | |
| Event Management | 8% | | |
| **Summary Rating** | | | |
| | | | |
| **Tenderer** | | **Methodology Rating** | |
| **Evaluator's Comments** (Continue on Separate Sheet if Necessary) | | | |
| Note for TET: Methodology relates to the proposed method of carrying out the Services, and should include methodology of key support companies where work is to be carried out by key support companies. | | | |

| TABLE 10.1.3: METHODOLOGY (WEIGHTING 17%) | |
|---|---|
| **FACTORS AND WEIGHTING** | **STANDARD (100%)** |
| | |

| TABLE 10.1.4: MAINTENANCE MANAGEMENT PROPOSAL (WEIGHTING 7%) | | | |
|---|---|---|---|
| **FACTORS AND WEIGHTING** | | **STANDARD (100%)** | |
| Strategic overview | 15% | | |
| Development and Maintenance of Forward Works Programmes | 20% | | |
| Pavement Strategies | 20% | | |
| Surfacing Strategies | 15% | | |
| Drainage Strategies | 8% | | |
| Maintenance Activity Requirements including Performance Management | 15% | | |
| Baseline Plans | 7% | | |
| **Summary Rating** | | | |
| | | | |
| **Tenderer** | | **Maintenance Management Plan Rating** | |
| **Evaluator's Comments** (Continue on Separate Sheet if Necessary) | | | |
| | | | |

# TENDER FORM

TENDER FOR: Contract No. Transport Agency Contract Cod
Contract Name

NZ TRANSPORT AGENCY
WAKA KOTAHI

Tender's Secretary
Transport Agency
Transport Agency Address

1. I/We (the undersigned): _____

   (Hereinafter called the Tenderer) having examined the Instructions for Tendering, Basis of Payment, Conditions of Contract, Maintenance Specification and Appendices offer to the Transport Agency to perform the Services in accordance with and as described in the Tender Documents for the lump sum (in words) of:

   _____

   $( _____ ) excluding GST

2. The Tenderer is/is not (delete as applicable) a registered person in terms of the Goods and Services Act 1985.

   The Tenderer's GST registration number is: _____

3. This tender, if accepted by Transport Agency, shall constitute a binding contract on acceptance.

4. The Tenderer understands that the Transport Agency reserves the right to reject any or all tenders.

5. Should this offer be accepted, the Tenderer undertakes within seven days of acceptance to execute the following in accordance with the Conditions of Contract:
   a) Contractor's Performance Bond (as Second Schedule to the Conditions of Contract)
   b) Certificate as to Contractor's Insurances (as Third Schedule to the Conditions of Contract)

6. Tenderers warrants that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than where allowed for within the Instructions for Tendering.

7. The Tenderer confirms that, to the best of their knowledge, all potential or actual conflicts of interest have been declared

   The Tenderer nominates the following as surety for any bond specified in the Contract and will, within seven days of request, furnish a certificate signed by the nominated surety that it will execute the bond should the Tenderer be awarded the Contract.

| Details | Performance Bond |
|---|---|
| Name | |
| Postal Address | |
| City | |

**Tenderer's Signature** _____

**Contact Name** _____

**Postal Address** _____

**Telephone No.** _____ _____

**E-mail Address** _____

# ADDENDUM A – VARIATION BENCHMARKING

## INTRODUCTION

It is expected that the risk exposure and allocation thereof of both the Principal and the Contractor will be defined by the terms and conditions of the Network Outcomes Contract. However, it is recognised that interpretation of the Network Outcomes Contract can vary between these two parties. It is further recognised that clarity of task and risk allocation is essential for the development and maintenance of a collaborative working environment between these parties.

To minimise the risk of misalignment and to provide a consistent definition of the interpretation of the Network Outcomes Contract, a series of scenarios will be developed jointly between the Principal, its advisors and the Contractor. These scenarios will be analysed and discussed at a workshop by those parties, so that a mutual understanding is developed of the application of the Network Outcomes Contract to potential situations in the field. The output of this workshop process will form the Variation Benchmarking Register. It is intended that this should be comprehensive enough to present a variety of scenarios that test the definitions of the key risk exposures of both the Principal and the Contractor.

The Variation Benchmarking Register will provide the Contract Board with a guide to the intent of both the Principal and the Contractor when they entered the Network Outcomes Contract. Should a situation arise that either party considers may form the basis of a Variation claim, the Contract Board shall consult the Variation Benchmarking Register for guidance on whether the contracting parties considered that the situation constituted a Variation under the Network Outcomes Contract or not at the time of the inception of the Network Outcomes Contract. It is not intended that the Variation Benchmarking Register supersede any provision of the Network Outcomes Contract, and consequently should be subservient to it. It is, however, intended to be a reflection of how risk has been evaluated and priced at the time of the offer.

## INSTRUCTIONS FOR COMPLETING THE QUESTIONNAIRE

The Principal has provided 30 sample scenarios to initiate the process. The Tenderer shall use their knowledge of the Network Outcomes Contract, the Contract Works environment and reference to the Thirteenth Schedule, to confirm the Tenderers interpretation of the variation outcome for each of the scenarios.

The tenderer should further test the risk allocation definitions described in the Network Outcomes Contract by identifying any other scenarios that the Tenderer considers to be ambiguous or unclear and whether they represent a variation or not, by using the blank sections at the end of the form. Any submitted scenarios will be openly discussed at the Variation benchmarking Workshop.

The completed forms must be returned by e-mail to the Tenders Secretary no later than two working days before the date of the Combined Interactive meeting in week two.

# GENERIC SAMPLE (TO BE CONFIRMED BY THE PRINCIPAL)

| NO | SITUATION / CIRCUMSTANCES | | VARIATION? | | |
|---|---|---|---|---|---|
| | | | Yes | No | Depends |
| 1 | Recent heavy rain has initiated river bank scour near the highway and temporary traffic management measures are required to divert traffic. The Contractor has determined that the highway could be at risk in the event of further heavy rainfall and consequently requires protection. | | | | |
| | Initial response to secure site | $5,000 | | | |
| | Ongoing traffic management measures | $2,000 | | | |
| | Design of the revetment works: | $5,000 | | | |
| | Cost for physical works: | $100,000 | | | |
| | Comments: | | | | |
| 2 | A contractor engaged by a service authority installs a service beneath the state highway, under Transport Agency consented conditions and monitored by the Contractor. Six months after defects liability the reinstated section of the highway fails. | | | | |
| | The cost of reinstating road to its original condition: | $10,000 | | | |
| | Comments: | | | | |
| 3 | The Principal introduces new testing requirements to TNZ M/4 specifications. The new requirements result in some materials no longer being acceptable for use on the highways | | | | |
| | The cost of each individual test: | $1000 | | | |
| | The additional cost to find and transport another compliant material: | $45,000 | | | |
| | Comments: | | | | |
| 4 | Metservice have a number of temperature sensors in the road, work is to be undertaken at the site. | | | | |
| | The cost to remove and reinstate the sensors is: | $17,000 | | | |
| | Comments: | | | | |
| 5 | The Principal informs the Contractor of its required compliance with previously unidentified resource management consent. | | | | |
| | The per annum cost of complying with the consent condition: | $14,000 | | | |
| | Comments: | | | | |
| 6 | Having completed the Scrim and SALs prioritisation process for treatment of Priority A sites, 20,000m2 were identified as texture deficient and watercutting has been identified as the appropriate treatment. | | | | |
| | The cost of carrying out the water cutting: | $120,000 | | | |
| | Comments: | | | | |
| 7 | The Contractor has undertaken water cutting to address skid resistance exceptions, as identified by the annual SCRIM Exception report, on a Principal risk site. 13 months later, the same location has been identified as a Priority A Skid Exception site. The Principal instructs the Contractor to investigate the most appropriate non-renewal remedial repair, with a view to possibly undertaking the intervention works. | | | | |

| NO | SITUATION / CIRCUMSTANCES | | VARIATION? | | |
|---|---|---|---|---|---|
| | | | Yes | No | Depends |
| | a) Cost to investigate: | $1,000 | | | |
| | b) Cost to undertake physical work: | $5,000 | | | |
| | Comments: | | | | |
| 8 | In year three of the Contract, the Contractor's tendered Pavement Rehabilitation Baseline Plan accumulated total is 30km, all of which has been funded by the Principal. The Contractor's 4th year Plan included a further 10km. The Contractor submits Annual plan justification for this further 10km, but the Principal has rejected 3km due to incorrect and inappropriate justification. Only 7km is funded. | | | | |
| | Pavement repair maintenance costs over next 12 months: | $5,000 | | | |
| | Comments: | | | | |
| 9 | There is a change in risk management industry best practice. | | | | |
| | The cost to reflect this change to the current risk management practices: | $5,000 | | | |
| | Comments: | | | | |
| 10 | The Transport Agency produces an update to the Linear Referencing Management System Manual (SM051) and the Contractor is required by the Principal to comply with the changes. | | | | |
| | The cost to comply with the updated manual: | $10,000 | | | |
| | Comments: | | | | |
| 11 | A number of pre-reseal repairs are required prior to resurfacing a site which was identified as the appropriate treatment for a Priority A skid deficient site. | | | | |
| | The cost to complete pre-reseals: | $10,000 | | | |
| | Comments: | | | | |
| 12 | The time to monitor consent activities (LUDs) far exceeds the indicative hours shown in table 5.3.1. | | | | |
| | The additional cost spent: | $24,000 | | | |
| | Comments: | | | | |
| 13 | 10 slips occur within a 10km section of highway, in the same weather event, requiring multiple traffic management site set ups. The total volume of slip material is 300 cubic metres but each individual slip is less than 50 cubic metres. | | | | |
| | The cost for slip removal: | $125 | | | |
| | Comments: | | | | |
| 14 | Some sections of highway which were just completed by other contractors prior to the commencement of the NOC contract have failed. These sections are no longer under defects liability but they have failed significantly earlier than designed. | | | | |
| | Cost of undertaking repairs: | $15,000 | | | |
| | Comments: | | | | |

| NO | SITUATION / CIRCUMSTANCES | | VARIATION? | | |
|---|---|---|---|---|---|
| | | | Yes | No | Depends |
| 15 | At Contract commencement, the Contractor has assessed the Network's current physical condition, and it is found that an initial investment is required in order to bring the Network into compliance, which is contrary to previous information provided by the Principal. | | | | |
| | Cost to bring network into compliance | $100,000 | | | |
| | Comments: | | | | |
| 16 | In a situation where we propose shape correction to minimise the impact of the roughness value earned calculation and this is subsequently declined by the client, does the risk for meeting this performance measure transfer to the client on the affected sites. | | | | |
| | | | | | |
| | Comments: | | | | |
| 17 | TMP queue calculations and an assessment of measures to mitigate traffic flow conclude that a proposed chip seal treatment cannot executed. Who pays for an alternative options such as thin AC | | | | |
| | Alternative treatment option | $35,000 | | | |
| | Comments: | | | | |
| 18 | A storm event occurs that requires extensive repairs under emergency works. This puts significant pressure on the Contractors resources, resulting in Contractor inability to meet OPM requirements. | | | | |
| | Deduction for OPM failure | $20,000 | | | |
| | Comments: | | | | |
| 19 | Through the Annual Plan process, it is identified that a "Do-Something" treatment is the preferred option and presents the optimal treatment for a 1km long section of highway. The Transport Agency approves and chooses to fund a treatment comprising the installation of subsoil drainage along the majority of the length, extensive pavement stabilisation and/or dig out repairs, and a full width & length chip seal. | | | | |
| | Cost to complete approved "Do-Something" treatment. | $75,000 | | | |
| | Comments: | | | | |
| 20 | For a site requiring shape irregularity correction, the quantity of material required is greater than the design had originally allowed for. | | | | |
| | Cost of additional material | $12,000 | | | |
| | Comments: | | | | |
| 21 | Some measure and value items increase in quantities by 100% during the contract period and Transport Agency seeks a reduction in the Scheduled Rate. | | | | |
| | | | | | |
| | Comments: | | | | |

| NO | SITUATION / CIRCUMSTANCES | | VARIATION? | | |
|---|---|---|---|---|---|
| | | | Yes | No | Depends |
| 22 | The contractor identifies that a surface water channel in a vulnerable flooding area has a reduced cross sectional area and programmes the drain for reshaping. | | | | |
| | Cost to complete the works | $15,000 | | | |
| | Comments: | | | | |
| 23 | When the successful Contractor takes possession of the network he finds that works that had been programmed for completion in the 2014/15 year had not been completed as planned. The Contractor had based his tender on the assumption that all works will be completed and therefore reflected in their assessment RFP Base preservation quantity and associated pavement maintenance costs. | | | | |
| | Increased maintenance costs due to the uncompleted works. | $100,000 | | | |
| | Comments: | | | | |
| 24 | NPV's submitted as part of the 2014/15 annual plan do not stack up and therefore the programme is altered from the time the tender was submitted. | | | | |
| | Additional maintenance work required | $75,000 | | | |
| | Comments: | | | | |
| 25 | This NOC has some off carriageway cycleway that is to be maintained. The surface becomes cracked or fails during the course of normal use and requires repair to ensure ride and safety needs. | | | | |
| | Costs to repair the cycleway | $2,000 | | | |
| | Comments: | | | | |
| 26 | A weather event in December provides a spell of very cold southerlies for the Central North Island with some precipitation and moderate snow falls. The contractor commences weather monitoring ahead of the event for a period of 11 hours | | | | |
| | Cost to implement the monitoring | $5000 | | | |
| | Comments: | | | | |
| 27 | For the same weather event in December the contractor carries out gritting for a period of 5 hours. | | | | |
| | The cost of the event | $4,000 | | | |
| | Comments: | | | | |
| 28 | As a result of a rehabilitation of a section of pavement the overlay reduces the height between the pavement and the existing guardrail and wire rope barrier. The guardrail and wire rope barrier are required to be raised to meet specification criteria. | | | | |
| | Cost of raising guardrail | $15000 | | | |
| | Comments: | | | | |
| 29 | A logging cartage contractor has dragged a significant amount of mud and dirt out onto the highway over several days – calls from Police to clear the road, deposits had to be graded off then swept. | | | | |
| | Cost of clean up | $2000 | | | |
| | | | | | |

| NO | SITUATION / CIRCUMSTANCES | | VARIATION? | | |
|---|---|---|---|---|---|
| | | | Yes | No | Depends |
| 30 | A caller has requested full traffic control as one lane of the bridge was blocked off due to a crash. The Contractor immediately mobilises a 3 man crew however when they arrive on site 30 minutes after the call, the road is clear & a tow truck is loading the damaged vehicle for transport on the side of the road. When the supervisor questions the police officer on site he is unaware that the contractor has been called out and confirms that are not required. | | | | |
| | Cost of callout | $1500 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| NO | SITUATION / CIRCUMSTANCES | | VARIATION? | | |
|---|---|---|---|---|---|
| | | | Yes | No | Depends |
| A | | | | | |
| | | | | | |
| | Comments: | | | | |
| B | | | | | |
| | | | | | |
| | Comments: | | | | |
| C | | | | | |
| | | | | | |
| | Comments: | | | | |
| D | | | | | |
| | | | | | |
| | Comments: | | | | |
| E | | | | | |
| | | | | | |
| | Comments: | | | | |
| F | | | | | |
| | | | | | |
| | Comments: | | | | |

| NO | SITUATION / CIRCUMSTANCES | VARIATION? | | |
|---|---|---|---|---|
| | | Yes | No | Depends |
| G | | | | |
| | | | | |
| | Comments: | | | |

# ADDENDUM B – MMP MINIMUM SCOPE CONTENT FOR TENDER PHASE

## INTRODUCTION

The Principal is using the tender document to establish points of difference between Tenderers. It is not intended that the MMP Proposal be a sales brochure but rather a technical overview that will provide confidence in the Tenderers capability and expertise.

Tenderers are to provide commentary in their 30 page MMP proposal on each of the following 33 points. Additional detailed has been provided to assist tenderers in their understanding of the Principals expectation.

The final MMP will be a living document that will include the full depth of coverage that has been outlined in section 4.8 of the Maintenance Specification for each of the topic areas provided in Appendix 4.8.

## DRAFT AND FINAL MMP

The draft and final submitted MMP shall reflect the structure and requirements of each specified component of Addendum B, it will be broken into the relevant sections and cover each of the 33 points , as detailed below.

**A.** **Strategic** (Generally should be focussed more on methodology and long term outcomes than process)

**1. How the Contractor will proactively seek renewal investment levels below the stated base renewal preservation quantities within the contract,**

*The objective is to put a focus on the importance of minimising the renewal investment levels and understand the initiatives that the supplier will pursue to achieve this. The intent is that the base preservation quantities will not be exceeded and where possible reduced.*

*The strategy should provide an indication of what will change (what can be stretched and by how much) and the interventions that might be used to achieve this, for example,*

- *an increased emphasis on preventive maintenance (with examples),*
- *reviewing the appropriateness of treatment lengths to address the genuine area of need.*

**2. How will the Contractor manage shared-risk elements of the services**

*Tabulate the currently understood areas where there is a shared risk and indicate the nature of mitigation actions. The final MMP should create a*

*framework for expansion as the contract proceeds and further shared risk issues are identified.*

*The objective is to understand areas where outcomes will affect the objectives of both parties including areas where the risk transfers to the principal and the scheduled risk excluded items, and the mitigations that will be used to minimise exposure. The intent is that the supplier will think about decisions that will impact on the asset both during and beyond the term of the contract, create negative impacts on customers, have immediate and life cycle cost impacts etc.*

*For example, achieving better performance from maintenance repair work impacts on the Contractors interest in the lump sum, affects network condition, impacts on the adequacy on the base preservation quantities, and rework has impacts on the customer.*

*Example of the types of issues that the table may include:*

- *achieving better performance from works carried out under the contract*
- *skid resistance long term performance*
- *the grey areas in NPV analysis between DoMtce, DoSome, DoRehab*
- *high cost versus low cost in surfacing treatments in high demand areas*
- *performance/longevity (quality) of maintenance repair work and relationship with NPV.*

**3. How the contractor will optimise maintenance activities across the different classifications assigned across the network**

*There is an expectation that the network classification will have an impact on decision making and investment levels. In the strategic section we are interested in seeing that the classification impacts have been understood.*

*Examples of topics might include:*

- *the optimisation objectives that will drive the differentiation (e.g. risk and what this might look like in implementation terms)*
- *optimisation of all routine maintenance and renewal activities to align with the outcome expectations of the new State Highway classification*
- *the difference that the new classification will make*
- *the general approaches that will be adopted to implement classification differentiation*
- *describe the differentiation in outcome terms (lower classification shabbier, patch work quilt etc.).*

**4. Use of data in decision making and achieving advanced asset management**

*Demonstrating that evidence based decision making is underpinned by robust analysis of sound data.*

*The proposal should, for example:*

- *provide the context of the linkage between data, systems and the implementation*
- *discuss the appropriate steps, such as developing the data section of the QMP*
- *software tools to be used and data system health checks*
- *demonstrate the process of how these will be brought together*
- *discuss the challenges associated with data accuracy limitations and how this might be mitigated*

## 5. Linkage with Quality plan

*How the quality plan will interact with the MMP to ensure that both the quality of MMP decision making and the outcome of implementing the decisions will be managed effectively to deliver a high quality outcome. In this section we are not concerned with the quality of construction rather the quality of intervention decisions, timing etc.*

*We don't want the QP rewritten inside the MMP - but we do want to understand what MMP decision processes are underpinned by a QA process. The submission should, for example:*

- *focus on showing which sections of the MMP are linked to a supporting QA process*
- *show how this linkage will be identified in the MMP*
- *indicate the general nature of the QA process included in the QP (e.g. check list, peer review, comprehensive process etc.)*

## 6. Critical success factors

*Demonstrating that the supplier has understood the issues that are most important to ensuring that the outcomes targeted by the MMP are achieved. Should touch on how this understanding will influence behaviour and the linkage with management level performance indicators that will be established to monitor performance.*

*This section is all about the MMP not the contract overall. Make sure there is an appropriate level of focus on the right things to make the MMP work. So, for example, to achieve the outcomes targeted by the MMP it is critical that:*

- *the FWP is very robust and stable*
- *achieve greater life is achieved from the existing asset*
- *improved performance from planned and routine activities is achieved*
- *all processes as they actually occur are documented comprehensively (consistent application, sustainable resource)*
- *the right balance between maintenance and renewal costs/inputs is achieved*

*The submission should demonstrate that the contract will be managed towards compliance rather than managing out of non-compliance. So, there will be*

*confidence that intervention will occur before OPM non-compliance, and before the FWP becomes unrealistic.*

**B. Development and Maintenance of Forward Works Programmes** (Generally should be focussed on methodology, process and explaining how)

**7. Detailing the process for developing a forward view of the network needs over a 10 year planning period for all assets**

*Describe the processes and inputs that will drive the FWP development, and the approaches that will be used to rationalise these to arrive at the final optimised programme. This should cover the feedback loops (for example, how to calibrate the inputs/processes on an ongoing basis). A simplistic process map that might form the basis for the more detailed version in the final MMP would be useful to demonstrate how it will work.*

*Producing a ten year programme for each asset group is an input into the annual plan process but it is expected that an optimisation over a longer timeframe (for example 30 years) will be required to ensure that the 10 year forecast represents the most cost effective whole of life strategy. How will this be achieved?*

*The process should cover, for example:*

- *linkage to prioritisation, risk assessment and other tools used to tension short term programmes to match investment capability,*
- *linkage with the annual planning process, network classification etc.*
- *how current performance and target outcomes will drive investment*

*The processes proposed for each of the asset groups should be fit for purpose in terms of the value of the asset, and sensitivity of the expected renewal regime.*

*Detail the process for the following asset groups:*

**a) Pavements and surfacing**

- *The base preservation quantities are a start point for the programme and it is expected that a robust process incorporating performance modelling will optimise and distribute to best effect across the network and provide evidence based justification for any variation to these.*
- *The Principal will use NPV analysis as a gatekeeping function to verify that current works are justified. The process for developing the forward works programme will describe a robust process that will result in a stable and justified programme being subjected to this gatekeeping test. The process will resolve the right timing and proposing the right options before subjecting these to the NPV process.*

- *The processes proposed need to consider both the long term planning needs that are generally analysed using performance modelling, and short term planning tools. The gap between the modelling capability and the short term planning might be filled for example with analysis of current condition (performance).*
- *How will treatment lengths be reviewed and maintained to ensure that renewals address the genuine areas of need?*
- *The processes must cover the Contractor's proposed programme verification processes and the linkage with all other MMP process influenced by the pavement and surfacing programme.*

**b) Drainage systems including pavement drainage**

- *Need to cover all three drainage asset groups - pavement surface drainage (high lip etc.), pavement structure drainage (watertables, subsoils etc.), and storm water transfer (culverts, open drains etc.)*
- *Should show the relationship to the Pavement and Surfacing FWP and the life extension objective.*
- *It is expected that the drainage renewals programme will be linked to and justified by asset performance and network resilience.*

**c) High value assets (Railings and barriers, minor structures, large signs etc.)**

- *Need to be able to forecast the upcoming need of the individual high value asset groups and the fit for purpose approach that would be adopted for each. For example, some may be age driven, others by historic performance or reactive renewal needs.*
- *Structures and culverts greater than 3.5m2 are primarily managed through the bridge consultant but the overlap needs to be considered.*

**d) Other assets**

- *Consider what trends could be used to predict future needs? For example, historic intervention needs rather than condition forecasting (stochastic rather than deterministic) but how do we account for/manage the paradigm shift and LoS change?*

## 8. Optimising against classification

*The strategic section has discussed the overall impact of classification. This section will discuss specifically how the forward works programme will be influenced by classification. For example, how the different levels of service and*

*risk expectations will influence the optimisation objectives, and how this will be applied in practice.*

*The issue is complex and we need to know how the complex challenge will be met because this is one of the areas where it is expected that an efficiency gain will be achieved.*

*Commentary should cover all asset groups not just pavement and surfacing.*

## 9. Failure mode analysis

*Developing an understanding of what is contributing to the performance of the assets and work carried out on them, and linking this knowledge to intervention plans, planning and lessons learned.*

*How will exceptions be identified and what process will be used to identify the cause of distress that is resulting in an intervention requirement. Need to show links to periodic treatment justification process and treatment investigation.*

*What we are looking for here should float out (for example):*

- *We have discovered that grade 3/5 seals flush prematurely if they are placed on a substrate that has any extent of flushing/free binder present*
- *The reason why the maintenance repairs are not performing is because we have been stabilising them and stabilisation is not working*
- *The stripping issue is isolated to one section where we have found that the binder application rate was wrong because no sand circle testing was carried out - it is not pointing to a systematic deficiency in our application rate design algorithm.*
- *This seal has flushed because the binder/stone ratio is too high and subsequent sealing exacerbate this*
- *The SCRIM failure has occurred because we used a low quality chip on the second coat seal of the repairs.*
- *The better performing seals all had tight on site traffic control applied for the first 24 hours*
- *The poor performing seals were all sealed in July*

*It is expected that failure mode analysis will underpin any exceptional condition performance to identify intervention opportunities to modify the deterioration and defer unnecessary renewals.*

*At the renewal stage, it is expected that the failure mechanisms will have been understood to inform both the justification for proceeding with renewal, and in selecting and designing the renewal works to get better performance from the new works.*

*It is expected that the failure mode analysis will identify the cause of distress triggering routine maintenance work, and identify the cause of any poor performance of routine maintenance work.*

## 10. Programming, risk management and prioritisation

*This is the final stage in the process where all of the inputs are brought together to rationalise what will be submitted in the annual plan. Two of the inputs that may be predominant are risk management and prioritisation, but suppliers will have a number of other tools and processes that are used to rank candidates.*

*The process should consider, for example:*

- *How all of the inputs interact to determine the final programme?*
- *How the programme is adjusted to match capability?*
- *Dealing with competing drivers (technical, risk, classification, priority, etc.) to arrive at a final affordable programme?*
- *Alignment with Contractor's Baseline Plan and short term/long term implications?*
- *The analysis to this point may have identified candidates that may not fit the affordable and tendered programmes. There may need to be trade-offs - how will these be made in a rational manner?*

*The proposals must cover all asset groups and all activities.*

## 11. The use of performance modelling

*This section will describe how the modelling approach will be implemented and be made applicable to this network.*

*The primary objective is to give "best effect" to the base preservation quantities and help with the time/location distribution of these over the contract period. Explain how classification will feature in the optimisation*

*Some commentary on what objective functions will be used, how the model will be calibrated to the network (we should see where the LLTP sites fit into this program and validation of the model) and any proposed changes to the set up file.*

## 12. Periodic treatment justification process

*How the final decision to commit periodic intervention (renewals) will be rationalised and justified for all asset types before carrying projects from the FWP into the current year's programme (fit for purpose based also on classification). This should also cover the internal review and tensioning process.*

*For resurfacing renewals the process is dependent on the Contractors processes. Refer to Section 2.5.4 of the specification which talks about the Contractor's "own engineering and economic assessment processes for the justification of chip seal treatments". So, there must be a comprehensive engineering and economic assessment processes detailed*

*Discuss linkages back to failure mode analysis, exhausting preventive maintenance opportunities, and challenging alternative timing and treatment options. For example DO SOMETHING opportunities should be identified ahead of the NPV process which is a gatekeeping function.*

## 13. Methodology used for project level NPV analysis for pavement renewals

*How the SM018 NPV process will be implemented including coverage of the option identification approach, and developing the necessary inputs so that robust NPV's are delivered for the three scenarios required.*

*The focus here should be on developing the inputs that will be used in the analysis and demonstrating how there can be confidence that these are robust. The coverage may include, for example:*

- *How the maintenance cost assumptions will be developed?*
- *How expected lives of treatments will be assessed and validated (what is the role of the dTIMS outputs) and how are the options selected,*
- *Give consideration to carrying out sensitivity analysis to test the robustness of the economic assessment, and commentary on how treatment timing after the initial treatments will be resolved.*

## 14. MIS strategy development as per SM020

*SM020 provides a framework for the development of Maintenance Intervention Strategies – how will this be implemented and reviewed*

*Consider, for example:*

- *What strategies will be required to implement the pavement management proposal*
- *Using the MIS to manage sites where the principal's risk is invoked*
- *Other network issues/considerations such as sites that require special monitoring*

## 15. Programme delivery and post review processes

*This section relates to the programme (FWP) not the delivery of physical works.*

*The commentary should address issues such as:*

- *How the FWP for all assets will be delivered (what format, and how often)? NOMAD can currently only manage pavement and surfacing programmes with some limitations on lane treatments.*
- *How it will be reviewed and tensioned internally*
- *How you will respond to the subsequent formal reviews (RAPT)?*
- *For the pavement and surfacing programmes, how will NOMAD be updated, and how often?*
- *How the programmes for other assets will be managed*
- *Where proposed treatments are rejected through the review process, what review of the programming methodology will be carried out. There is more involved than just changing the current treatment timing.*

**C. Pavement Strategies** (Generally should be focussed on methodology, process and explaining how)

### 16. Identification of preventive maintenance opportunities

*The objective is to identify alternative work opportunities that can be pursued to extend the life of existing assets and defer renewal needs.*

*The proposal might cover, for example:*

- *The process for identifying preventive maintenance opportunities (strategies, and treatments such as crack sealing and drainage improvements) to improve the performance of pavements.*
- *How the effectiveness of these treatments and strategies will be monitored and reviewed to determine their effectiveness in extending the life of the assets?*
- *Trends and indicators will be monitored to provide indication of opportunities, and how the processes will link into the FWP process.*

### 17. The impact of pavement classification

*This section will describe how network classification and the classification of pavements will impact on decision making around pavement strategies, and the outcomes that we will see.*

*Examples might include the use of low cost high risk treatments on lower classification networks, where we are prepared to take and manage a higher level of risk. Whereas on high classification networks it may not be appropriate to adopt higher risk treatments because of the potential consequence on user delays, journey times and resilience issues. The impact might be more temporary repairs and patching work on lower classification networks.*

### 18. Pavement and surfacing preservation strategies (maximising life)

*Detailing proactive strategies focussed on maximising the life of existing assets (pavement in this context), and how fault and condition data will be used to identify the right intervention at the right time, how what works and what doesn't will be monitored, and how this is linked back to level of service, economic considerations and the justification process.*

*This section needs to be process focussed, using it to draw together in process terms all of the initiatives (and others) detailed to this point that will be used to maximise the life of the pavement assets. Discussing how success will be monitored (effectiveness) and linking the learnings back to the drivers (NPV, Level of Service, risk, treatment justification etc.).*

*For example, a strategy might be to focus on addressing specific areas of strongly justified need and tensioning the opportunity to intervene with strategies that may extend the useful life of the existing asset.*

**D. Surfacing Strategies** (Generally should be focussed on methodology, process and explaining how)

### 19. Surfacing treatment selection process

*The specification requires the Contractor to develop an engineering and economic process for the justification of chip seal resurfacing treatments. This section will detail the processes that will fulfil this requirement.*

*Detail the process that will be used to select the optimal surfacing treatments applied at the right time to minimise whole of life costs and user impacts, and maximise safety outcomes.*

*Chip Sealing in New Zealand provides a base outline that may be useful.*

*Should cover any testing and investigation required (for example consider curvature and deflection for TAC) and show how cost effectiveness in terms of whole of life be demonstrated (is NPV a useful tool?).*

### 20. Resurfacing design process

*Explains the methodology and process to be used to achieve a fit for purpose economic design incorporating the risk approach implicit in the new classification, and the linkage with the NPV process and quality plan.*

*After having determined all of the treatment selection inputs that will influence a design, how are these taken into account in the design?*

*It should describe the review and validation process.*

### 21. Material selection (e.g. skid resistance performance)

*The methodology and processes to be used to select all materials associated with surfacing works and measuring performance that will deliver efficient and effective outcomes. Coverage should not just be limited to skid performance, but should consider other elements such as binder penetration grade etc*

**E. Drainage Strategies** (Generally should be focussed on methodology, process and explaining how)

### 22. Analysis and prioritisation

*How will the condition information be analysed to identify drainage improvement needs and prioritise these.*

*This is about drainage renewal and improvement, and not operational maintenance (eg blocked culverts). SMO18 does not provide sufficiently detailed prioritisation requirements to satisfy the MMP expectations so we are looking for a systematic analysis to determine whether drainage inadequacies are affecting asset performance.*

*It must coverall drainage work inputs including:*

- *High lip - water off the pavement*
- *Side slope and surface water channel - releasing water from the pavement and subgrade.*
- *Subsoil drainage prioritisation and justification will need further inputs (possibly FWD to confirm a subgrade/water issue)*
- *Side drains*
- *Culverts and lined surface water channels*

### 23. Forward works programming

*Detailing the methodologies and processes that will be used to translate the analysis and prioritisation outputs into a long term programme for drainage renewals based on the quantities specified in section 6.2.2.*

*The intent is that pavement drainage will primarily be targeting an extension of the life of the existing asset and not just applied in conjunction with renewals at a time when the distress justifies a renewal. Drainage is improved as part of rehabilitation, so rehabilitation lengths should not be part of the specified drainage renewal programme unless earlier intervention will defer the need for that rehabilitation. The MMP needs to discuss the integration of drainage works with other renewals programmes.*

*It is necessary to talk about treatment lengths. They will not typically be the same as those used for pavement and surfacing management.*

*The FWP section also needs to talk about justification.*

## F. Maintenance Activity Requirements (Generally should be focussed on methodology, process and explaining how)

### 24. Monthly and annual programming procedures

*The proposal will provide confidence that robust procedures are in place to plan and programme work to ensure outcome compliance and minimise the impact of defects on pavement performance, and show how drainage work will be coordinated with other programmes (e.g. surfacing and pavement renewals). Consider annual, monthly and seasonal activities.*

*Detail the systematic approach that will be applied to programming for all maintenance activities, and how these processes will reflect the other drivers (integration of work, investigation, failure mode analysis, design etc.).*

*The discussion needs to cover for example:*

- *all routine maintenance categories i.e. annual (e.g. pre reseal repairs), monthly and seasonal, and covering cyclic, reactive and planned maintenance*

- *how the various types of work are integrated and prioritised for completion given that there will be competing priorities within the work type activities*
- *how the regular inspection cycle, prioritisation treatment selection and design are integrated*
- *implementation – a systematic approach to manage delivery*

### 25. Inspection and Defect Management

*Detailing how all maintenance defects will be identified and recorded, the inspection methodology, frequency, etc. The proposal will show how the pool of maintenance needs will be managed to determine a cost effective, efficient works programme that will address the level of service requirements (OMP compliance etc.) and ensure that the integrity of the asset will be maintained.*

*The process will show, for example:*

- *who is identifying the work,*
- *how often,*
- *how the needs are captured, analysis and programming (monthly, daily, PIP, customer and safety)*
- *prioritisation methodologies*
- *dealing with reactive needs that develop to become unsafe*

### 26. Maintenance design process

*Detailing the investigation, testing and design process for all routine maintenance activities (not renewals).*

*Examples might include:*

- *When standard designs are applied and how, and when specific design will be necessary*
- *Determining what depth to dig out/stabilise*
- *Determining what stabilisation agents work and what rates to apply*
- *Determining binder application rates*
- *Detailing the extent of lab testing and site specific design*
- *Confirming deflection adequacy ahead of rut filling repair*

## G. Maintenance Performance Management (Generally should be focussed on methodology, process and explaining how)

### 27. Utilising data trend analysis

*Methodologies, processes and tools that will be used to monitor data trends to facilitate measure the effectiveness of strategies. The focus here is on the three effectiveness measures that follow, so the tools need to be capable of working systematically with data inputs specific to these and with a focus on monitoring trends.*

*How will outputs from the different sources and systems that contain the data necessary to monitor performance be integrated?*

*Each of the three effectiveness measures below relies on different input data to monitor the effectiveness of outcomes. The discussion might cover, for example:*

- *for each, the data and trends that will be monitored*
- *indicators that will be developed to tension performance*
- *the exception process*
- *how monitoring outcomes be used to improve performance*
- *how this monitoring aligns with QA plan monitoring*

## 28. Monitoring the effectiveness of the MMP

*The MMP will be making a difference and achieving its intent if…..?*

*For example,*

- *the FWP is stable and robust*
- *a life extension from preventive maintenance is being achieved*

*Consider the Critical Success Factors identified in section 1.*

## 29. Monitoring maintenance effectiveness

*Focus on the maintenance work (outputs), what would benchmark success? Examples may be:*

- *reducing quantum of rework,*
- *quality of repairs*
- *preventive maintenance effectiveness*

## 30. Monitoring the effectiveness of the MIS

*Examples might include:*

- *reducing rate of PIP work*
- *repair size (reducing on lower classifications),*
- *no defects the year before reseal*

## H. Baseline Plans

### 31. The Baseline Pavement Rehabilitation Plan

*Contractor's tender planned annual quantities for the contract duration*

*Quantities;*

- *To be provided in Table format giving quantities for each year of the contract*
- *Must match those stated in Section 6 of the Maintenance specification*
- *Need only match the total not each individual treatment*

*There needs to be a good explanation as to how the quantity distribution has been derived*

### 32. The Baseline Chip Seal Resurfacing Plan,

*Contractor's tender planned annual quantities for the contract duration*

*Quantities;*

- *To be provided in Table format giving quantities for each year of the contract*
- *Must match those stated in Section 6 of the Maintenance specification*
- *Need to match the total for Reseals not by individual seal types*

*There needs to be a good explanation as to how the quantity distribution has been derived*

### 33. The Baseline Asphaltic Concrete Resurfacing Plan,

*Contractor's tender planned annual quantities for the contract duration*

*Quantities;*

- *To be provided in Table format giving quantities for each year of the contract*
- *Must match those stated in Section 6 of the Maintenance specification*

*There needs to be a good explanation as to how the quantity distribution has been derived*