



PART 2

SPECIFICATION

Supply of Goods through a Register of Pre-qualified Suppliers

Request for Tender (RFT)	<i>Supply of New Trucks to Australian Local Government</i>
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Closing Time:	2pm, AEST Tuesday 21st MAY 2013
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RFT Number:	NPN 04-13
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1 Timetable for Procurement

Place Advertisement in Newspaper*	Saturday, 27 th April 2013
Issue Request for Tender	Saturday, 27 th April 2013
Close of Tender	2pm AEST 21 st May 2013
Evaluation of Tender Responses*	22 nd May to 10th June 2013
Submission to the Principal*	11 th June 2013
Acceptance of Tender*	11 th June 2013

(The above dates are subject to alteration by Local Buy at its sole discretion).

This pre-qualified supplier arrangement will become effective for Western Australia on 1st of July 2013 (or such other date as set out in the Letter of Acceptance) all other states will access arrangement at the expiry of Local Buy Contract BUS 198-0410 and continue until 30th September 2018 unless discontinued, and may be extended for a maximum of 5 periods of up to 12 months.

After the initial six (6) months of the arrangement, new applicants will have the right to apply to be included on the arrangement. New applications will be assessed on a quarterly basis and must respond to and meet the criteria of the original RFT.

For the avoidance of doubt, a Contractor may add or remove additional Dealers at any time subject always to completion of Part 3 Schedule 7 (Dealer Agreement Form) and Local Buy's approval.

2 Introduction / Background Information

- 2.1 Australian Local Governments recognise that procurement is a strategic activity that supports the delivery of Local Government goods and services. Local Governments are able to respond to cost pressures, the realities of a declining revenue base and the changing service expectations of the Community by utilising the combined buying power of Local Government via the National Procurement Network (NPN) and its partners to establish a Register of Pre-Qualified Suppliers Arrangement.
- 2.2 Register of Pre-Qualified Suppliers Arrangements deliver administrative efficiencies (standardised terms and conditions), exposure, endorsement, marketing support, centralised contract management and streamlined access to the Local Government sector for suppliers.
- 2.3 This Request is to establish an endorsed panel of suitably qualified Contractors for the supply New Trucks:
- 2.4 The Municipal Association of Victoria through its services arm, MAV Procurement, as part of the National Procurement Network (NPN), is joining with the Local Government Association of Queensland procurement company Local Buy P/L to tender for the establishment of this 'Prequalified Supplier Arrangement'.

- 2.5 Local Buy is a wholly owned subsidiary of the Local Government Association of Queensland Inc. (LGAQ). Local Buy's core business is the provision of comprehensive, value adding procurement services to Queensland Local Government. Under the Local Government Act 2009 (as amended), Local Buy has the legislative enablement to establish LGA Arrangements on behalf of Queensland Local Government. Local Buy operates a suite of Contracts for the benefits of its members. These are non-mandatory Contracts, which aggregate the purchasing power of the sector delivering procurement value to members.
- 2.6 LGA Procurement Pty is a business unit of the Local Government Association of South Australia, working solely for Councils and Local Government entities in South Australia. LGA Procurement is committed to identifying, developing and delivering value-added products and services to local government throughout South Australia and operates a suite of Contracts for the benefit of its members. These are non-mandatory Contracts, which aggregate the purchasing power of the sector to deliver procurement value to members.
- 2.7 Under the Western Australian Local Government Act 1995 (as amended), WALGA has the legislative enablement to establish LGA arrangements on behalf of WA Local Government. WALGA operates a suite of Contracts for the benefits of its members. These are non-mandatory Contracts, which aggregate the purchasing power of the sector delivering procurement value to members.
- 2.8 Under the NSW Local Government Act 1993 (as amended), LGP has the legislative enablement to establish LGA arrangements on behalf of NSW Local Government. LGP operates a suite of arrangements for the benefits of its members. These are non-mandatory arrangements which aggregate the purchasing power of the sector delivering procurement value to members
- 2.9 This Contract will be primarily available for access by all QLD, NSW, NT, SA, TAS, WA and Nominated VIC local governments. However, a number of other organisations are able to procure from this Contract. These are defined in the General Conditions of Contract as a 'Purchaser'.
- 2.10 As befits this purpose, Local Buy has been appointed by the Victorian councils listed in **Schedule A Item 11** of the General Conditions of Contract to act as Agent for the purposes of conducting this RFT for the Supply of New Trucks. In undertaking this function Local Buy is has relied on the advice of MAV Procurement that councils in Victoria are meeting their obligations under the Victorian Local Government Act 1989. This requires that councils:
- make the decision to appoint an agent
 - make the decision to purchase goods and services and the determination of the specifications for that procurement
 - appoint an agent to conduct a public tender
 - are responsible for the probity of the procurement process
 - exercise discretion in and make the decision to accept or reject recommendations arising from the tender
- 2.11 The objective of this arrangement is to streamline the Local Government procurement process, thereby reducing procurement costs for both Local Government and the Manufacturers of Passenger Vehicles and their retail outlets.
- 2.12 When a Local Government seeks to make a purchase, they can undertake a tender or request for quotation activity, or alternatively they can save time and money by simply obtaining competitive quotations from suppliers and/or distributors who have been pre-qualified and have entered an LGA Arrangement, thereby saving the time and costs of open tendering.

3 Contract Type

- 3.1 Local Buy is able to establish two types of LGA Arrangements. However, due to the many specification variables and market dynamics of the Truck Industry, a Register of Prequalified Suppliers from which Purchasers request quotations, is considered to offer the most efficient and effective procurement process to Purchasers.
- 3.2 Contractors can vary all Nominated Trucks when models are superseded.
- 3.3 Pricing does form part of this arrangement and is sought as part of the Request for Tender. Contractors are responsible for setting their own pricing under the arrangement.

4 CONTRACTOR COMMITMENTS

- 4.1 Contractors are to guarantee that they or their Dealer network is capable of supplying the contractors Nominated Truck (s), that are currently located within Australia, within 60 days of placement of an order by an approved Purchaser, any Nominated Truck (s) that requires importation or manufacturing must be supplied within 6 months.
- 4.2 Contractors are to nominate the Make and Model of Nominated Truck (s) being offered under this Contract in Part 3 Schedule 1 Form of Tender.
- 4.3 If successfully awarded, Contractors will be asked to participate in scheduled contract information sessions. These sessions are hosted to ensure all Contractor staff members at both regional and metro levels *branch / offices / Dealers* fully understand necessary processes and procedures in relation to working with the Local Buy contract document and are provided with communication strategies to engage with Purchasers under the arrangement.
- 4.4 Contractors must proactively work with Local Buy and the relevant State NPN member to establish a suitable date, time and venue within 4 weeks of the contract award. Should a Contractor not schedule an information session or make contact with Local Buy and/or the relevant State NPN member within the 4 week period as requested, the Contractor will be required to provide an formal statement as to why the relevant Contractor should remain as part of the successfully awarded Contractor listing and risk suspension and/or termination from the arrangement.
- 4.5 Contractors either directly or through a Dealer network, must be able to provide to the Purchaser a Quotation within 5 working days of the Request for Quotation being issued via Vendor Panel is a price on a chassis is only being sought.
- 4.6 Contractors either directly or through a Dealer network, must be able to provide to the Purchaser a Quotation within 10 working days of the Request for Quotation being issued via Vendor Panel is a price on a Chassis and Body is being sought.
- 4.7 Contractors either directly or through a Dealer network, are to provide with each Quotation to a Purchaser, the warranty terms and conditions offered on the Nominated Truck (s) and Accessories including extended warranty options and any costs pertaining to these warranties.
- 4.8 Contractors either directly or through a Dealer network, if requested, are to provide with each Quotation to a Purchaser their scheduled service and maintenance offer for the Nominated Truck (s), including logbook service contract details, and full cost structure.
- 4.9 Contractors either directly or through a Dealer network, if requested, are to provide with each Quotation, whole of life cost calculations for the Nominated Truck (s).

- 4.10 Contractors either directly or through a Dealer network, if requested, are to provide with each quotation to the Purchaser, figures on all aspects of the Nominated Truck (s) operation.
- 4.11 Contractors and Dealers are required to provide the relevant NPN agency details of any purchases of Nominated Truck (s) made under this arrangement upon receipt of a request outlining the details required. This information will be provided within seven (7) consecutive days.

5 PURCHASER COMMITMENTS

- 5.1 Purchasers wishing to use this contract are to register their initial interest with the relevant NPN agency, Local Buy for Queensland and Northern Territory, LGA Procurement for South Australia, MAV Procurement for Victoria and Tasmania, LGP for NSW and WALGA for WA via e-mail prior to issuing a Request for Quotation to a Contractor via Vendor Panel.
- 5.2 The relevant NPN Agency will issue a confirmation of access to the Purchaser as well as advise Contractors of the Purchasers intent to access the arrangement.
- 5.3 Purchasers using this contract agree to use "Vendor Panel" ONLY when accessing this arrangement
- 5.4 Purchasers are to provide with their Request for Quotation a detailed specifications of their Truck (s) requirements, as well as a detailed list of accessories and Options required, when submitting their Request for Quotation via Vendor Panel (refer section 14 and 15).
- 5.5 Purchasers are required to advise Contractors or their Dealers of their Evaluation Period at the time the Purchaser Issues a "Request for Quotation". An Evaluation Period is the period, in consecutive days; the Purchaser requires to evaluate the Quotation before making a formal decision and issuing a Purchase Order.
- 5.6 Purchasers are required to provide the relevant NPN agency details of any purchases of Nominated Truck (s) made under this arrangement upon receipt of a request outlining the details required. This information will be provided within seven consecutive days.

6 Particulars of Goods

- 6.1 The Tender shall list all Nominated Truck (s) intended to be offered under this arrangement, this shall be contained in Part 3 Schedule 8 Price List.

7 Specific requirements - Schedule 1 Form of Tender

- 7.1 When completing the Form of Tender, please ensure that the document is completed in full and in a correct manner. You must indicate which Nominated Truck (s) you are tendering to supply; this form should reflect any responses submitted via Apet 360. It is at the sole discretion of the Contractor as to how many Nominated Truck (s) are made available to Purchasers under this agreement.

8 Contract Pricing

- 8.1 Pricing for Nominated Truck (s) does form part of this contract.
- 8.2 Pricing of Nominated Truck (s) will be based on the Contractors issued NPN Government List Price Part 3 Schedule 8, and subject to any further discounting offered by a Dealer and submitted as a response to a Request for Quotation (RFQ) to the Purchaser via Vendor Panel.

9 Specific requirements - Schedule 6 Regional Representation

9.1 Tenderers must:

- Complete All Columns as required; and
- Complete a separate worksheet for Each State and Territory as provided.
- Contractors may Tender to supply to a single State or Territory or as many as they are capable of supplying and will not be disadvantaged during the evaluation and awarding process.
- The Regional Representation schedule is a general tool to assist Purchasers to determine which dealers service their areas. It does not in any way restrict a Contractor or Dealer from supplying the **Nominated Truck (s)** to an area not included in their Regional Representation schedule.

10 Environmental Suitability

10.1 The Contractor at all times throughout the Contract shall take all reasonable steps to consult with the Purchaser to support any environmental objectives the Purchaser seeks to achieve.

11 Performance Management

11.1 Contract management is central to the effectiveness of the arrangement and is carried out on a continuous basis during the contract term via day to day non-formal communications as well the required formal reporting stated in the General Conditions of Contract. Local Buy will establish a formal performance review and evaluation process in conjunction with each contractor awarded under the arrangement, using Key Performance Indicators.

11.2 Key performance indicators include:

- adherence to online reporting schedule;
- marketing and promotion of 'Prequalified Supplier Status';
- response time and suitability of quotation supplied;
- proactive communication with Local Buy and,
- positive feedback from Purchasers.

11.3 Local Buy, and NPN members will convene compulsory annual KPI meetings with Contractors as a means to review the performance of;

1. Contract Performance (workability)
2. Contractors Performance
3. Dealers' Performance; and
4. NPN members Performance.

In order to better improve the level of service offered to the Purchaser.

11.4 Feedback from Purchasers may be requested from time to time for reference and conversely Contractors will be provided an opportunity to debrief Local Buy on issues or concerns regarding the requirements of this contract. Contractors awarded to the arrangement will take all reasonable measures to promote their 'Prequalified Supplier Status' under this arrangement to Purchasers.

- 11.5 A Contractor will have access to the NPN Member logos and a number of other marketing tools for engagement purposes.

12 Reporting Online

- 12.1 Contractors are required to provide Quarterly Sales Returns (QSR) detailing Sales made to Customers under this arrangement. Refer Part 4 General Conditions of Contract section 33.

13 Contract Management & Marketing

- 13.1 Local Buy's Category Manager, Fleet and Works will be responsible for liaising with Contractor(s) in relation to the overall contract management and performance of this Register of Pre-Qualified Suppliers Arrangement.
- 13.2 Contractor(s) will be required to nominate a senior staff member to act as the National Primary Point of Contact with for the overall Contract, to exercise responsibility for the management and performance of their involvement in the Register of Pre-Qualified Suppliers Arrangement and to liaise with Local Buy's Contract Manager.
- 13.3 Contractor(s) that have nominated to supply into more than one state or territory will be required to nominate a senior staff member to act as a State/Territory Primary Point of Contact with for each individual State and Territory they wish to supply Nominated Truck (s) into. The State/Territory Primary Point of Contact will report to the National Primary Point of Contact and exercise responsibility for the management and performance of the Dealer's located within their State or Territory, they will also liaise with the relevant NPN representative for that state or territory.
- 13.4 The Contractor may only use the Logos of the NPN members upon receipt of the relevant entity's written confirmation to do so. Such use of a logo shall be solely limited to the marketing of the Contractor's appointment to the LGA Arrangement and for the period that the Contractor is a supplier under the LGA Arrangement.
- 13.5 The Contractor shall ensure that the information contained on Vendor Panel or in any buyer guides about their company, and the Nominated Truck (s) supplied is kept up-to-date at all times.
- 13.6 The Contractor shall make immediately available to a Purchaser or prospective Purchaser, detailed and suitable information brochures and manuals regarding the Nominated Truck (s) offered under the Contract.

14 THE ENGAGEMENT PROCESS

- 14.1 This arrangement caters for a diverse range of Nominated Truck (s), which will assist Purchasers to service their communities.
- 14.2 Contractors appointed to this contract will be listed on the relevant Local Government Association intranet and/or Vendor Panel. Information available will include:
- Nominated Truck (s) offered by each Contractor (Category Matrix);
 - Vehicle Brand/ Make/ Model /Company Profile (With links to website);
 - Insurance Certificates, where applicable.

- 14.3 Purchaser are permitted to discuss their requirements with a Contractor either directly or through the Contractors Dealer network of Agent and Dealers (Vendor) prior to issuing a Request for Quotation (RFQ) under this Contract.
- 14.4 RFQ's will be issued through "Vendor Panel".
- 14.5 Purchasers will require different levels of specification and accessories for Truck (s) they purchase. Vendor Panel offers the most efficient way to manage individual requirements by way of Purchasers issuing an RFQ utilising a standardised RFQ Proforma, developed and supplied by the NPN members.
- 14.6 All purchasers are to be conducted in accordance with Part 5 Purchasers Conditions of Contract.
- 14.7 Purchasers are to reference the Contract Number when placing an RFQ, Ordering, paying an invoice or when establishing an account.
- 14.8 If a Purchaser does not reference the Contract Number, the Contractor and the Dealer are required to clarify with the Purchaser if the purchase is pursuant to the LGA Arrangement. Refer Part 5 Purchasers Conditions of Contract 5.2.
- 14.9 Purchasers will at their sole discretion seek quotes via 'Vendor Panel' from one or more contractors from the panel of providers awarded in line with the legislation requirements, project scope, project spend and individual Purchaser Policy.
- 14.10 When seeking a Quotation under this LGA arrangement a Purchaser may seek further comprehensive information in regards to options, accessories, colour, warranty, workmanship.
- 14.11 Purchasers shall not issue special terms and conditions with their RFQ that duplicate any terms and conditions contained in the General Conditions of Contract of this LGA Arrangement.
- 14.12 Contractors and their Dealers reserve the right not to provide requested information as part of a response to a Request for Quotation, if they believe the information being requested by the purchaser has previously been submitted to Local Buy as part of the Tender process for this LGA Arrangement.
- 14.13 Contractors or their Dealers are to maintain the quoted price for 60 days after the closing date for quotations or as advised by the Purchaser.
- 14.14 Purchasers at their own discretion may nominate the preferred Dealer they wish the Contractor to on forward their RFQ too. Contractors are to work with Purchasers to ensure that where possible their requests are catered for.
- 14.15 Contractors are to ensure that a Quotation is developed and submitted via Vendor Panel to the Purchaser within the period set out in 4.5 or 4.6.
- 14.16 Contractors either directly or through a Dealer network will be required to provide an expected delivery date and keep the purchaser informed of any delays in delivery if they are successful in obtaining a Purchaser Order from the Purchaser.

15 TRADE INS

- 15.1 From time to time Purchasers may have used vehicles to trade in against new purchases. Contractors and/or their Dealers are required to state whether they are including an option to trade in used vehicles in their Quotation.
- 15.2 If requested Contractors and/or their Dealers are required to state in their Quotations whether they accept trades of competing branded vehicles. That is, brands they do not sell as new.
- 15.3 If requested Contractors and/or their Dealers are required to state in their Quotations whether they offer "Trade Back" arrangements and if so, provide broad details of these arrangements.
- 15.4 If requested Contractors and/or their Dealers are required to state in their Quotations whether they offer "Lease" arrangements and if so, provide broad details of these arrangements.

16 INSPECTION AND INFORMATION

- 16.1 Before being despatched from the Contractor's or their Dealer's premises, the Truck (s) is to be fully tested by the Contractor or their Dealer's and, if required, in the presence of a Purchaser's Representatives. The Contractor or their Dealer's shall be responsible for demonstrating the capability of the Truck (s) to meet the Purchasers requirements.
- 16.2 If there is a delay in the delivery of the ordered Truck (s), the Contractor or their Dealer's must keep the Purchaser fully informed on all aspects of the delay and anticipated new delivery date for the ordered Truck (s).
- 16.3 The Contractor or their Dealer's must give the Purchaser 10 day's notice of the date the ordered Truck (s) will be ready for final inspection prior to delivery, so that the Purchaser or its representatives can be present.
- 16.4 If, as a result of the Purchaser's review, inspection, examination, or witnessing of testing, the Purchaser is not satisfied that the ordered Truck (s) will comply in all respects with the Contract and Specifications issued as part of the Purchasers RFQ process and the Purchaser informs the Contractor or their Dealer in writing of its dissatisfaction, the Contractor agrees to take such steps as are necessary to ensure compliance.
- 16.5 The Purchaser may withhold any payment of money due to the Contractor under this arrangement or their Dealers until such time as the ordered Truck (s) complies with the Contract and Specifications issued as part of the Purchasers RFQ process.
- 16.6 Any review, inspection, examination or witnessing of testing that the Purchaser undertakes prior to delivery of the ordered Truck (s) does not relieve the Contractor or their Dealers of its responsibilities under this Agreement.
- 16.7 The Contractor or their Dealer's must provide to the Purchaser at its request:
 - a) copies of all Technical Materials relating to the ordered Truck (s);
 - b) progress reports setting out in such detail as the Purchaser requests the different stages of design, manufacture and testing of the ordered Truck (s) body (Utilities and Buses Only); and
 - c) a detailed program for the projected supply of the ordered Truck (s).

17 FREIGHT AND DELIVERY

- 17.1 A Contractor or their Dealers must state their compliance with the dates and time periods proposed by a Purchaser in all quotations supplied under this Contract, as defined in 4.1.
- 17.2 Four (4) Business Days before delivery, the Contractor or their Dealer is to advise the Purchaser of the delivery date. The Contractor shall deliver the new unit complete, registered (If required) and in working order no later than 2.00 pm on a normal business day as arranged by both parties. Delivery cannot occur on a Monday or a Friday without consent of the Purchaser.

18 DEMONSTRATION UNITS

- 18.1 Contractors and or their Dealers are to provide, when available, demonstration units of the same type and model Nominated in the contract, in a timely manner, pre quotation to Purchasers, as requested. Purchasers are to advise the Contractors and or their Dealers of their preferred location to view the demonstration unit.

19 TECHNICAL SPECIFICATIONS

- 19.1 Contractors are not required to provide technical specifications for this Contract as part of their Tender Response (Offer).
- 19.2 Contractors are only to supply Truck (s) that comply with all current Australian Design Rule Standards and that can be legally registered on Australian Roads.
- 19.3 Contractors or their Dealers are to have current accreditation to certify the installations of any certifiable accessories.
- 19.4 Contractors or their Dealers shall ensure that all Truck (s) are fitted with the relevant state Registration Plates, in accordance with standard commercial practice.
- 19.5 Contractors or their Dealers shall prepare the Truck (s) for delivery in such a manner as to ensure safe delivery and acceptance at the delivery point/s.
- 19.6 Contractors or their Dealers shall ensure each Truck (s) is delivered fully assembled and supplied capable of and ready for immediate use.
- 19.7 Contractors or their Dealers shall ensure each Truck (s) is be furnished with an Operator's/ Owner's Manual, Service Book, Warranty Information.
- 19.8 Contractor or their Dealers shall supply each Truck (s) to the Purchaser complete with all documentation. The documentation shall include, but not limited to safety and emergency information.
- 19.9 Contractors or their Dealer/Agent shall ensure each Commercial Vehicle shall contain no less than 100 Litres of Standard Grade fuel appropriate for the engine type of the Commercial Vehicle.
- 19.10 Contractors or their Dealer/Agent shall ensure each Commercial Vehicle is furnished with a Manufacturer's or User's Guide for The Tailgate Loader System, if fitted.
- 19.11 Contractor or their Dealer/Agent shall ensure each Commercial Vehicle, before being despatched from their premises, has been fully tested and, if required, in the presence of a Purchaser's Representatives. The Contractor or their agents shall be responsible for demonstrating the capability of the Commercial Vehicle to meet the Purchasers requirements.
- 19.12 The vehicle Maintenance Manuals shall include a section, which provides adequate detail to allow maintenance staff to maintain the Truck (s).

19.13 To ensure compliance with the Local Government Regulation 2012 (Qld), any purchase Order raised by a Purchaser against the contracted Contractor or its Dealers for the supply of Original Equipment Manufacturer Spare Parts and Servicing for/of a Truck (s) purchased under this Contract, during the life of the Truck (s) or up to a maximum of 8 years from date of purchase is deemed to be raised under this Contract

20 Additional Information

20.1 Notwithstanding the above, nothing in this LGA arrangement is to be taken or construed as creating the formal relationship of a legal partnership or a joint venture between the Contractor and Local Buy or any Purchaser.

21 Definitions

Except where the context otherwise requires or as set out below, the Definitions set out in the General Conditions of Contract (Part 4) apply to this Specification:

‘Nominated Truck (s)’ means any Truck (s) that falls within the parameters set out in section 2.3 that the Contractor has Nominated for supply under this contract. The Contractor is solely responsible for deciding if a Truck (s) within their range becomes a Nominated Truck and able to be supplied under this arrangement.

‘NPN’ the organizations of the NPN vary slightly in terms of whether they have a company structure or whether they are a business unit or a department within the Local Government Association. They are all owned by the States Local Government Association, which is owned by the councils. Some of the Procurement Network members generate a profit with all the profits going back to the Associations which is used to promote best practice within the industry and to lobby for changes to legislation or to promote the industry from a recruitment perspective. The Australian Local Government Assoc. maintains involvement with the Network. The Local Government Acts in each state allow the Procurement arms of the association to set up contracts on behalf of the Local Governments in those states. If the Councils buy through the Local Government Association, it ensures that the purchase complies with the Local Government Act in that state. The council when using such arrangements does not have to go through a tendering process. Either the NPN members can do contracts themselves for the councils in their state only or they can do contracts with two or more of the organizations in the other states. The NPN seeks strong business partner relationships with its preferred suppliers. The decision on whether the contracts can be across the states depends on the types of products and whether they are generic across the states. The benefits with the NPN arrangements for suppliers is that they do not need to respond to multiple tenders which reduces the cost of doing business with Local Government

‘NPN Members’:

- Local Government Procurement (LGP) – NSW
- Municipal Association Victoria (MAV) – Vic
- Local Buy - Qld
- WALGA – Western Australian Local Government Association
- LGASA - Local Government Association South Australia
- LGAT – Local Government Association Tasmania
- LGANT – Local Government Association of Northern Territory