



LOCAL
GOVERNMENT
PROCUREMENT

A guide to using and amending LGP Customer Contracts and other options

for the NSW Local Government Sector



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The LGP Standing offer Deed

As part of LGP's Tender process to onboard new Contractors, all tenderers are requested to agree to LGP's terms and conditions outlined in the Standing offer Deed.



This forms the contract between LGP and the Approved Contractor.

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The Standing offer Deed Schedules are covered in further detail on the following slides.

Standing offer Deed: Schedules A, B, & C

SCHEDULE A - DEED DETAILS 29



'Bitumen, Emulsion, Asphalt, Linemarking (LGP213-3)'

Term: Ten (10) Years
Contract Commencement Date: 1st September 2023
Contractor Expiry Date: 31st August 2033
Contract Extensions: Two (2) Terms each of twelve (12) months
Final Expiry: 31st August 2035

SCHEDULE B - PRICE SCHEDULE 30



Find the Approved Contractor's pricing on their individual VendorPanel profile:



- Attachments:
- [Accurate Asphalt & Road Repairs Pty Ltd_WHS Schedule.pdf](#) Added : 10/Jan/2024 12:41 PM
 - [Accurate Asphalt Road Repairs Authorised Agents Subcontractors Register.xls](#) Added : 10/Jan/2024
 - [Accurate Asphalt & Road Repairs Pty Ltd_Pricing Schedule.xlsx](#) Added : 17/Jan/2024 04:40 PM

SCHEDULE C - CUSTOMERS 31



Broad Form Liability Insurance Policy Amount

- a) **Public Liability:** Mandatory requirement
Minimum Limit of Liability required: \$20M
- b) **Product Liability:** Mandatory requirement
Minimum Limit of Liability required: \$20M
- c) **Plant and Equipment Insurance:** Non-Mandatory requirement
- d) **Workers Compensation Insurance:** Mandatory requirement

Outlines the customers eligible to utilise the contract including:
Any council within the meaning of the Local Government Act 1993 (NSW); All NSW Local Councils and County Councils; Any Aboriginal Land Council within the meaning of the Aboriginal Land Rights Act 1983 (NSW); Any Voluntary Regional Organisation of Councils; Joints Organisations (JOs) of councils; Other State-Owned Corporations, State agencies, and Not-for-Profits as approved by LGP.

Schedule D – Customer Contract

LGP219 Corporate Clothing, Workwear and PPE

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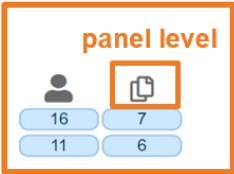
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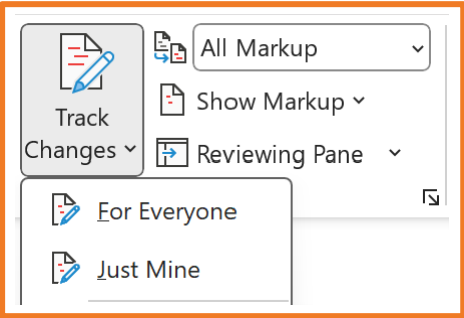
Schedule D details the terms and conditions **between council and the Approved Contractor.**



This document is available in VendorPanel at the panel level of each LGP contract.



Council is permitted to amend clauses under Schedule D. All amendments should be recorded in Microsoft Word track changes mode:

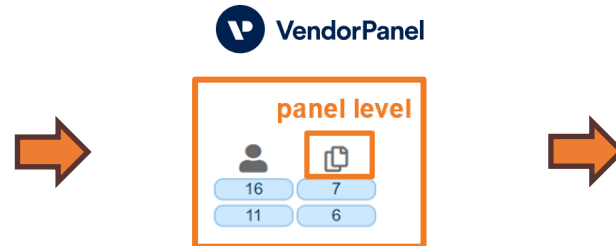


Requests for amendable versions of Schedule D should be made and returned to legal@lgp.org.au via the **Letter of Endorsement/Acknowledgement Form** on the LGP website.

Standing offer Deed: Schedules E, & F

SCHEDULE E - DELIVERABLES SPECIFICATION 35

Purpose
Objectives
Outcomes
Scope of Requirements
Additional Services
Exclusion List
Environmental and Social Sustainability
Standards, Legislation and Licenses
Pricing Structure
Warranty, Service, and Repairs



Schedule E is located at the **panel level** under the contract documents in VendorPanel.

Documents attached to the 'Bitumen, Emulsion, Asphalt

- LGP213-3 Specifications.pdf
- LGP213-3 - Standing Offer Deed.pdf
- Option 2 Standard T&C for Minor Works.pdf
- LGP213-3 Request for Quotation template (rfq).docx
- LGP213-3 Procurement by Regions.xlsx

SCHEDULE F – KEY PERFORMANCE INDICATORS 36

Service
Delivery
Contract Compliance
Invoicing and Reporting
& any others agreed with council



The Contractor will be required to work with councils to ensure that all goods and services delivered under the contract are delivered to an appropriate standard and quality.

With regards to goods supplied under this contract, they must be fit for purpose and intended use, of high quality and complying or exceeding relevant Australian Standards. With regards to services, the installation / erection / building of the goods should be such that they are fit for purpose and intended use, to pass relevant inspections, complying or exceeding with relevant Australian Standards and to be completed within agreed timeframes.

The Contractor will be required to work with councils to ensure that all goods and services delivered under orders issued under the Standing Offer Deed are delivered to an appropriate standard and quality.

Approved Contractors with an Amended Standing offer Deed

Tenderers with departures from LGP's terms and conditions enter negotiations to join the panel with an **Amended Standing offer Deed**.



Approved Contractors with an Amended Standing offer Deed are listed in VendorPanel at the panel level.

Local Government Procurement supplier lists (internal)

Internal supplier lists verified, approved and managed by Local Government Procurement

- 1 Asbestos Removal & Remediation (LGP119) ((LGP119))
- 2 Bins (MGBs) + Waste Prods & Servs (NPN111-3)
- 3 Bitumen, Emulsions + Asphalt Materials (LGP213-2)
- 4 Bulk Fuel, Fuel Card, Oil, Lubes (NPN117)
- 5 Corporate Clothing, Workwear and PPE (LGP219)
- 6 Debt Recovery Services (LGP109-3)
- 7 Electric Vehicle & Charging Infrastructure (LGP321) (Supply of Electric Light Vehicles; I
- 8 Energy Services (LGP319)
- 9 Fleet Management, FMIS, Leasing & Disposal (LGP221) (Fleet Management Services; I
- 10 Horticultural, Pest, Pool & Water Mgmt (LGP408-4)
- 11 HR – Perm, Temp Placements & Services (LGP808-4)
- 12 Industrial Cons, Hardware & Materials (NPN116-2)
- 13 Intl Audit and Mgmt Consulting Services (LGP218)
- 14 IT&C Products, Services & Consulting (LGP115-2) (LGP115-2)

panel level

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26	7
24	7



- lgp119 purchasing thresholds.pdf
- lgp119 specifications.pdf
- lgp119 procurement by region.xlsx
- **lgp119 amended sod list.pdf**
- lgp119 sustainable procurement responses.xlsx
- lgp119 standing offer deed.pdf
- LGP119 - request for quotation template (rfq).docx

If council wishes to view the amended Standing offer Deed for any of the Approved Contractors listed, you can do so via email to

legal@lgp.org.au

In your email, please include:

- LGP contract number and name
- Name of the Approved Contractor whose Deed is being requested.



Council isn't obliged to accept any terms and conditions outside of the LGP Standing offer Deed and Amended Standing offer Deed

LGP Contract Purchasing Thresholds

Some LGP contracts have a purchasing threshold attached to them.

If council is engaging for works or services under either of the contracts listed and anticipates the procurement value will exceed the contract threshold, you will need to advise LGP of this.

For procurement exceeding the purchasing threshold, please email the operations@lgp.org.au

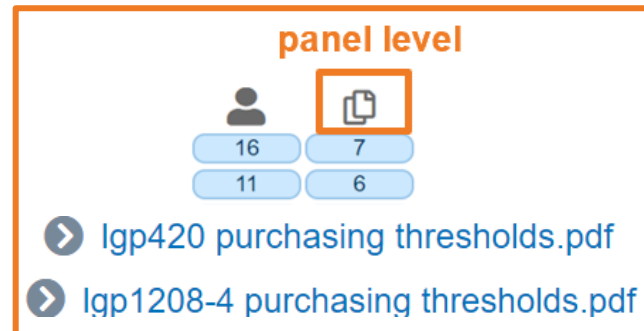
LGP Contract	Purchasing Threshold
LGP420 Minor and Major Works inc. Construction Materials	\$5,000,000
LGP1208-4 Professional Consulting Services	\$1,000,000

In your email, council to provide:

- Full RfQ documentation including
 - Specifications
 - Schedules
 - Annexures
 - Plans
 - Surveys
 - Reports

The LGP Category Manager will review the information provided to assess the risk profile of the procurement and determine if council can proceed under the contract.

This confirmation is sent via email in the form of a Letter of Acknowledgement.





**LOCAL
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GC21, MW21, and Australian Standards options under LGP contracts

- LGP213-3 Bitumen, Emulsions, Asphalt, & Line Marking
- LGP1208-4 Professional Consulting Services
- LGP420 Minor and Major Civil Works
- LGP308-3 Playgrounds, Open Spaces, & Modular Structures



LGP213-3 Bitumen, Emulsions, & Asphalt

Schedule D – Contract Options

The terms and conditions applicable to the Customer Contract are selected according to the category of work being undertaken. Where a specific requirement warrants a higher level of terms and conditions, council may nominate an alternate contract from those in Schedule D of the Standing Offer Deed.



Threshold Recommendation	Contract of Engagement
Up to \$1,000,000.00 (excl GST)	<ul style="list-style-type: none">Option 1: Standard Terms and Conditions for the Purchase of Goods and Services (Requirement 7, 10 and 11) Standing Offer Deed Schedule D – Customer Terms and Conditions, Option 1Option 2: Standard Terms and Conditions for Minor Works (Note: contract allows for design) Standing Offer Deed Schedule D – Customer Terms and Conditions, Option 2Option 3: AS4905-2002 Minor Works Contract Conditions (Superintendent Administered) including Amendment Number 1-2005. AS4905-2002Option 4: AS4906-2002 Minor Works Contract Conditions (Principal Administered) including Amendment Number 1-2005. (Note: This Option 3 contract also allows for design.) AS4906-2002Option 5: MW21 Standard form construction contract (For Minor Works) Minor Works MW21 info.buy.nsw
Above \$1,000,000.00 (excl GST)	<ul style="list-style-type: none">Option 6: GC21 Edition 2 Contract; or GC21 Edition 2 info.buy.nswOption 7: AS4000-1997 General Conditions of Contract (allows for design) AS 4000-1997 (Reusable) General Conditions of Contract SAI GlobalOption 8: AS4902-2000 General Contract AS 4902-2000 Design & Construct Contract Conditions SAI Global

This example shows those available for **LGP213-3 Bitumen, Emulsions, & Asphalt**.

Determining which contract is preferred, is to be based on Council's needs and the project at hand. Council will nominate the chosen option **at time of uploading** its RfQ in VendorPanel.

LGP1208-4 Professional Consulting Services

Schedule D – Contract Options

This example of Schedule D for **LGP1208-4 Professional Consulting Services** highlights the different options that can be applied based on the value of the procurement.

Under this panel arrangement, engagements will be classified under the following:

- Level 1: Up to \$50,000 (incl. GST) ➡ Schedule D, Option 1 (*) or Option 2 (*)
- Level 2: \$50,001 to \$100,000 (incl. GST) ➡ Schedule D, Option 2 (*)
- Level 3: \$100,001 to \$150,000 (incl. GST) ➡ Schedule D, Option 2 (*)
- Level 4: \$150,001 to \$500,000 (incl. GST) ➡ Schedule D, Option 2 (*) or Option 3 (*)
- Level 5: \$500,001 to \$750,000 (incl. GST) ➡ Schedule D, Option 3 (*)
- Level 6: \$750,001 and \$1,000,000 (incl. GST) ➡ Schedule D, Option 3 (*)



VendorPanel

Documents attached to Professional Consulting Services

- lgp1208-4 purchasing thresholds.pdf
- lgp1208-4 specifications.pdf
- lgp1208-4 standing offer deed.pdf
- lgp1208-4 option 1 - consultancy agreement.docx
- lgp1208-4 option 2 - consultancy agreement.docx ✓
- lgp1208-4 option 3 - as 4122-2010.pdf
- lgp1208-4 request for quotation (rfq).docx
- T12.08-4 Category and Subcategories VP Upload.xlsx
- LGP1208-4 List of Contractors with an amended Deed.pdf

Contract options 1 and 2 are available to download and complete under the contract documents in VendorPanel.

Option 3 (AS4122-2010) is available to download from [SAI Global](#).

Remember to indicate and attach which contract option you've chosen when posting your RfQ.

LGP420 Minor and Major Civil Works

Schedule D – Contract Options

The **LGP420 Minor and Major Civil Works** Standing offer Deed details the different contract options.

Remember to attach the completed annexures to your RfQ if using a AS/GC/MW contract.

Contract Option	Guidance
Option 1: LGP Standard Terms for the Purchase of Goods Categories 7, 10 & 11 only	Advise that Option 1 applies in your RfQ. Located in VendorPanel under contract documents.
Option 2: General Conditions for Minor Works For projects <\$1M. Allows for design.	Advise that Option 2 applies in your RfQ. Located in VendorPanel under contract documents.
Option 3: MW21 For minor works projects <\$1M	A copy of the MW21 may be downloaded through Buy.NSW. Refer to Minor Works MW21 info.buy.nsw
Option 4: AS4905-2002 For minor works projects < \$1M Superintendent administered	A copy of the AS contracts may be purchased through SAI Global. Refer to AS4905-2002
Option 5: AS4906-2002 For minor works projects <\$1M. Principal administered	A copy of the AS contracts may be purchased through SAI Global. Refer to AS4906-2002
Option 6: GC21 For projects between \$1M and \$5M. Includes design	A copy of the GC21 may be downloaded through Buy.NSW. Refer to GC21 Edition 2 info.buy.nsw
Option 7: AS4902-2000 For projects between \$1M and \$5M. Design and Construct	A copy of the AS contracts may be purchased through SAI Global. Refer to AS 4902-2000 Design & Construct Contract Conditions SAI Global
Option 8: AS4000-1997 For projects between \$1M and \$5M. Construct only	A copy of the AS contracts may be purchased through SAI Global. Refer to AS 4000-1997 (Reusable) General Conditions of Contract SAI Global

LGP308-3 Playgrounds, Open Spaces, Modular Structures

Schedule D – Contract Options

The **LGP308-3 Playgrounds, & Open Spaces** Standing offer Deed provides guidance on applying Customer Terms and Conditions options.

Contract Option	Guidance
Option 1: LGP Standard Terms for the Purchase of Goods and Services Recommended for Class 1 (Supply Only) and Class 2 (Supply and Minor Installation).	Advise that Option 1 applies in your RfQ. Located in VendorPanel under contract documents.
Option 2: AS4910-2002 Recommended for Class 3 (Supply and Major Installation)	A copy of the AS contracts may be purchased through SAI Global. Refer to AS4910-2002
Option 3: AS4905-2002 or AS4906-2002 Recommended for Class 4 (Minor Construction Projects) \$150,000 to \$500,000 (excl. GST).	A copy of the AS contracts may be purchased through SAI Global. Refer to AS4905-2002 or AS4906-2002
Option 4: AS4000-1997 Recommended for Class 5 (Major Construction Projects) \$500,001 contract value (excl. GST) upward.	A copy of the AS contracts may be purchased through SAI Global. Refer to AS 4000-1997 (Reusable) General Conditions of Contract SAI Global
Option 5: AS4902-2000 Recommended for Class 6 (Design and Construct) \$150,000 contract value (excl. GST) upward.	A copy of the AS contracts may be purchased through SAI Global. Refer to AS 4902-2000 Design & Construct Contract Conditions SAI Global

Please reach out to your council's **LGP Business Development Manager** if you're looking for more information or support around applying an Australian Standards contract under an LGP arrangement.

Additional Information

For useful tips and guidance on using LGP's Contracts and applying terms and conditions, please see the "*Resources*" tab on the [LGP website](#).



For more information, please reach out to your [LGP Business Development Manager](#).