VIEWS TO DEAL WITH THE CHALLENGES OF IMPLEMENTING BEST VALUE

A study to provide guidelines to optimize the client – contractor relationship in the clarification and execution phase.

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Master thesis


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PREFACE

Procurement systems are a vital part of the construction industry. Through this mechanism innovation can be enabled and facilitated within the industry (Rowlinson & McDermott, 2005). An illustration of the influence of procurement is the reaction to the findings of a parliamentary investigation in 2003 on the flaws of the total Dutch construction industry. Unrestricted competition, trust and restauration of the balance were brought up as the main focal points for improvement to policy making (parlementaire enquetecommissie bouwnijverheid, vergaderjaar 2002–2003). A control board was created in response. This board for the construction industry was given the mission to make the industry healthy, transparent and innovative again. They decided to focus on the way procurement processes can be best arranged and in what way this would affect existing regulation (Bouw Regieraad, 2005). Currently the procurement law of 2012 is effective which aims at a clear uniform awarding of public tenders and a more efficient process for parties involved in procurement (Economische Zaken, 2006). More practical emphasis is being put on the quality aspect whereas the traditional approach was limited to price (Hardeman, 2013). The current regulation tries to respond to the conclusions of the control board, e.g. through the obligation to use quality aspects in the award criteria. This development goas beyond the selection as the use of quality aspects inherently means they have to be safeguarded during the deliverance of performance and emphasises the importance of a solid procurement system.

There is no commonly accepted definition of construction procurement. A quick look at the literature provides terms like ‘partnering’, ‘total quality management’, ‘client satisfaction’ and ‘concession contracts’ to describe policies, practices or concepts about how construction is brought about (Rowlinson & McDermott, 2005). Most definition however, cover the fulfilment of the need of one tendering party by another offering party. This relationship involves a conflict of interest. The contracting authority needs a long-term solution for its particular problem in the form of a high-quality performance. The contractor wants continuity in his business activities which is reached when he can optimally recover the cost and investments with a focus on maximizing profits. The latter one will have to anticipate on the developments by striving for a strong market position through the delivery of quality instead of the lowest possible cost (Bouw Regieraad, 2005).

In order to realise more focus on quality in tenders the construction industry must move away from the low-bid arena characterised by specifications, qualifications, standards and management and inspection by the client. New procedures must be adopted to react on the need for harmonized procurement policies for public contracting authorities, integrated project delivery models and award criteria based on price and quality (Van De Rijt & Santema, 2012). The development of Best Value is a reaction to those needs and proposes a new way of thinking to improve the procurement and management of construction projects by reducing risk in selecting the top performer. Since its introduction in the Netherlands in 2005 the approach is constantly developing. As more experience from undertaken projects is gathered new insights are incorporated into the procedure. This thesis is part of that process and seeks for more insights in the approach and tries to contribute to its development into a successful procurement procedure.

SUMMARY

Best Value was introduced to the Netherlands as a reaction to the flaws in the traditional procurement industry. The main objective of Best Value is to improve procurement by reducing risk and utilising expertise. The Best Value philosophy introduces a new way of organising procurement that results in a different relation between the client and the contractor. This relation is organised around insights on actual demonstrable performance. Best Value gains an increasing amount of support as more and more projects are being realised with this approach. The first 10 years of Best Value in the Netherlands have resulted in many positive results and have identified room for improvement. The first two phases of the Best Value procedure have been developed to a great extent. They are about selecting the expert contractor. Once the client and selected contractor engage in a collaboration to realise the project there is less guidance from the procedure. When challenges arise both parties tend to fall back in familiar traditional behaviour. To further develop Best Value the approach is constantly astir as existing views are further explored and new perspectives developed.

ALIGNING DESIRED AND DELIVERED PERFORMANCE

The realisation of the agreed performance is the core reason for the client – contractor relationship to exist. The client has a need that he outsources to the market in order to achieve his project goals. That means he needs to engage in a relationship with a contractor. To facilitate this process the Best Value procedure is organised in different phases. The project goals of the client, expressed in functional requirements must be translated to a project plan by the contractor and the delivered performance must meet this offered value. This requires alignment of the desired, agreed and delivered performance in the client – contractor relationship during the preparation, selection, clarification and execution phase of the Best Value procedure. Aligning all implicit and explicit expectations of the performance at handover is difficult to realise and bound to the threat of falling back into traditional behaviour. The objective of this research responds to this challenge by seeking ways to optimise the client – contractor relationship in the Best Value procedure to better align project performance. The central question in this undertaking is:

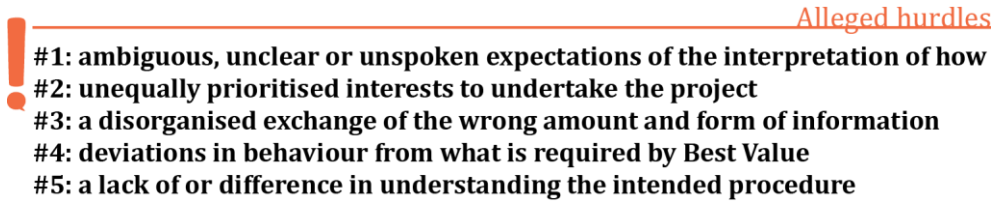
Main research question

HOW CAN THE RELATIONSHIP BETWEEN THE CLIENT AND THE CONTRACTOR DURING THE CLARIFICATION AND EXECUTION PHASE OF BEST VALUE BE OPTIMISED TO BETTER ALIGN PROJECT PERFORMANCE?

IDENTIFYING ALLEGED HURDLES

A hurdle can be defined as an obstacle or difficulty that needs to be overcome in order to develop the optimal collaborative client – contractor relationship throughout the procedure. In order to understand which obstacles are interfering with a naturally arising optimal relationship the philosophy behind the Best Value procedure must first be understood. Best Value opts for a paradigm shift based on a new perspective of the relation between clients and contractors. This shift is introduced by Best Value in order to deal with non-expert clients directing expert contractors, attempts to control contractors through the use of a contract, client decision making, the use of subjective standards and requirements and unclear expectations towards the contractor before being hired. The three principles highlighted from the theory on Best Value are: the use of dominant information, the use of expertise and the claims made by Kashiwagi on the success of Best Value. Literature on the client – contractor relationship suggests that creating a mature collaboration between the two parties contributes to project performance. Therefore; agreement on the end result is needed and the Best Value relationship is best organised around an output focus, accountability, transparency, contractor clarification, performance information and attitude of letting go. Endeavours of creating this optimal relationship will face the undesirable mechanisms of opportunism. This behaviour comes to light because of transaction

costs resulting from friction in the relationship, bounded rationality in decision making and the need for an information system providing insights in the activities. This can be facilitated by the use of control mechanisms. These (dis)incentives for behaviour provide possibilities to deal with uncertainty and opportunism. The current Best Value procedure makes use of control mechanisms as it includes active components to realign incentives, resolve disputes and support continuity intentions. Endeavours to create the optimal relationship will also need to deal with regulation. The following should be taken into account; the key principles articulated by procurement law, the implications of using standardised documents and the influence of performance incentives. The performance incentives motivate the client and contractor to complete the project in minimum time, at minimum cost and with the highest quality. The Best Value procedure organises the client – contractor relationship with a two-level process. The first level results in a contract and the second level concerns the realisation of the project goals. The philosophy of Best Value is translated into the Best Value procedure through four phases. The first phase is defined by a client who articulates his project goals (the "what") in functional requirements and provides contractors the opportunity to offer their expertise. The second phase concerns the selection of the best performing contractor. This selection is based on dominant information demonstrating that the offer results in the realisation of the project goals. The third phase consists of the contractor who is given the chance to elucidate his offer in detail and respond to the concerns of the client. This third phase ends with a project plan bought by the client. During the last phase the contractor realises the project plan as agreed upon and reports any deviations on that agreed performance. A comparison of the different theories and the Best Value procedure reveals discrepancies labelled as *alleged hurdles*. These are expected, but not proven, to contribute to the room between desired and delivered performance. These hurdles are expected to unalign the desired, agreed and delivered performance through:



IMPACT OF THE ALLEGED HURDLES

Four cases are explored to gather observations about the impact of the alleged hurdles. The alleged hurdles are based on theory, their actual impact is observed these practical cases. Key players are consulted about their experiences of the alleged hurdles in Best Value procedures which are in the execution phase. This creates a cross-case overview of observed impact throughout the cases. Regarding alleged hurdle #1, attention for *how*, it is observed that both parties struggle to find the right level of detail subject to discussion, it is difficult to align expectations of the interpretation of 'how' with all people involved, a clear focus on main issues and the end result is difficult, it is unclear when and in what way the actual detailing should be determined, the client faces problems of letting go his opinion about the "how" and the contractor has problems taking ownership of the provided room for interpretation. Observations of the impact of alleged hurdle #2, commitment to project goals, show that the contractor generally acted in the best interest of the client. The project goals were not always easily translated into a project plan, but in the end all cases have drafted KPI's and were satisfied about the project plan. Therefore it is concluded no dominant impact can be assigned to this alleged hurdle. Alleged hurdle #3, possession of information, provided observations on the way parties exchanged information. This is very diverse and resulted in varying observed impact throughout the four cases. Intensive sharing of information can be of assistance but introduces the threat of interference. Sharing little information on the other hand can hinder the realisation of the agreed performance. These inconclusive observations make that no unilateral impact can be assigned to alleged hurdle #3, at least not based on these four cases. Observations regarding alleged hurdle #4, perception of roles, resulted in the assigned impact of the client and contractor facing

difficulties in adopting their (new) role during the clarification phase, experiencing more interaction and interference than expected and parties struggling to find the right moment to reach consensus. The impact of this hurdle results from the client who is trying to take a step back but also wants to keep feeling with the project while the contractor does not directly feel comfortable taking the lead. Alleged hurdle #5, understanding of Best Value, has impact on the alignment of performance. This is observed through parties who did not always feel it was clear what they needed to do and how to approach elements of the procedure, especially the project plan, KPI's and weekly reports. Both the client and the contractor felt the clarification phase is unclear and the new terminology turned out to difficult for the contractor. It was further observed that if understanding of and commitment to for Best Value is lacking, irrespective of the party, the alignment of desired and delivered performance is affected negatively. Lastly it is observed that clients expected more innovations and better results from using Best Value. From these observations in the case study is concluded that:

Answer research question 1

attention for *how* (hurdle #1) , perception of roles (hurdle #4) and understanding of Best Value (hurdle #5) form hurdles hindering an optimal client - contractor relationship.

UNDERSTANDING THE OBSERVED HURDLES

No guidelines can be constructed without a thorough understanding of the observed hurdles from a broader perspective. This introduces a cross-case analysis exploring the common denominator characterising hurdle #1, #4 and #5. The reoccurring challenges and behaviour throughout the cases determine the *defined hurdles*. Zooming out on the four cases results in several insights on these general challenges and behaviour. They are identified to have a negative impact on the alignment of desired and delivered performance. The general challenges and behaviour of attention for *how* are observed to be based on the consideration between set conditions and free room for interpretation. Thereby the desirable level of detail and clear articulation of what's in / what's out results in the hurdle for the client of forming an opinion about the interpretation. Furthermore it creates a hurdle for the contractor as he does not easily take ownership of his own interpretation. Analysing the observations on the perception of roles revealed that parties go through a joint role exploration. The project teams are new to each other and still have to sense how the collaboration is going to develop. It is seen that it is difficult to let go of interference for clients if they don't have certainty that the contractor takes accountability for his solution, especially when his behaviour is characterised by client pleasing. This results in an interfering client and a contractor who lacks confidence to take the lead. Diving into the observations surrounding the understanding of Best Value showed it entails absorbing a lot of new information to which the client and contractor have to get acquainted. Besides the terminology and the principles it is observed to be unclear what the starting point and deliverables of the clarification phase are in practice. These challenges are further complemented by the difficulty to align realistic expectations about Best Value. From these insights it is concluded that:

Answer research question 2

the guidelines 1) need to assist the client in forming an opinion about the interpretations of "how", letting go while uncertainties are still present and align all viewpoints of Best Value & 2) need to assist the contractor in taking ownership of the interpretation of "how", taking the lead and align all viewpoints of Best Value.

OVERCOMING THE DEFINED HURDLES

The definition of each observed hurdle and the breakdown in multiple challenges and behaviour form the necessary ingredients to start orienting on ways to better align the client – contractor relationship. It gives input to place the Best Value philosophy in perspective and construct views responding to the experienced obstacles. These views are set forth in three components: a general

perspective towards the defined hurdles, a roadmap elaborating on its consequences for the Best Value procedure and guidelines for practical implementation. As response to defined hurdle #1 a view is proposed that gives attention for the interpretation of the project goals in every phase of the project according the corresponding level of abstractness by both the client and the contractor. The corresponding roadmap focusses on decision moments. These moments anticipate on the demarcation, assessment and agreement of the interpretation of "how". Implementation of this view is suggested to be done through emphasising the importance of the "what" in the tender guide, additional feedback moments during the selection phase and a focus on the effect of "how" on "what". As a response to defined hurdle #4 a view is proposed where the client and contractor go through a joint role development. This entails a graduate transition from individual parties to a collaboration of two teams during the clarification phase. The roadmap provides guidance for this development by facilitating the stages of forming, storming, norming, performing and mourning. Implementation of this view is suggested by incorporating a non-project specific Kick-Off to reduce uncertainty, generate energy, create support and create a commonly agreed line. The Project Start Up is proposed to function as the project specific follow-up anticipating on the deliverables and expectations discussed during the Kick-Off. The Award meeting is then suggested to be deployed as a conclusion of both parties adopting their new role. This marks the official start of the collaboration. The last proposed view is a response to hurdle #5 and introduces a way to create a basis for the understanding of Best Value. It is proposed to guide the contractor through a learning sequence that addresses all procedural meetings and documents in stages. The roadmap articulates these stages by elaborating on informing, aligning, demonstrating, implementing and evaluating. The suggestion of implementing this view are given by an alternative description of the Market Briefing, Kick-Off, Project Start Up, Award meeting and introduction of a Reunion. The three views together form a new perspective to the set of models and theories of Best Value. This is reflected by the articulation of the differences and similarities between the pure Best Value paradigm and proposed views. In a way it gives account for a nuance on the Best Value standing that the contractor is the expert thus the client is a non-expert. The views sum up to the following recommendations to integrate the guidelines for the challenges and behaviour underlying the defined hurdles in the Best Value procedure:

Answer research question 3

in order to deal with the behaviour underlying the defined hurdles it is proposed to 1) give attention for *how* throughout the procedure, 2) facilitate team development through stages and 3) create a basis for a uniform understanding of Best Value.

ANSWERING THE RESEARCH QUESTION

Returning to the motive of this research, the current Best Value procedure does not result in the desired client – contractor relationship during the clarification and execution phase, marks the end of this thesis. The conclusion is formed by a recap of the development from the *alleged hurdles* to the observed general challenges and behaviour forming the *defined hurdles*. To answer the main research question guidelines are elaborated in the proposed views to optimize the relationship between client and contractor during the clarification phase. In this way the collaboration is expected to better align project performance between the client and contractor. The proposed views are a step in filling the scientific knowledge gap by adding perspectives and standings to the current Best Value paradigm. The elaborated roadmap and suggested guidelines strive for an easier alignment of the client – contractor relationship in future projects by translating the proposed view to the Best Value procedure. The proposed views suggest a less exact translation of the philosophy and introduce new models to the paradigm. In this way it contributes to the further development of Best Value and a deepening of the clarification phase.

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ABBREVIATIONS

BV	Best Value
DFM	Service and Facility Management
EMAT	Economically Most Advantageous Tender
ICA	Initiate, Coordinate and Analyse
IMT	Information Management Theory
KPI	Key Performance Indicator
MDC	Manage, Direct and Control
NIE	New Institutional Economics
OPS	Output Specifications
PBSRG	Performance Based Studies Research Group
PDCA	Plan Do Check Act (Deming Circle)
PIRMS	Performance Information Risk Management System
PNH	Provincie Noord-Holland
PSC	Public Service Contract
PSU	Project Start Up
RFP	Request For Proposals
RWS	Rijkswaterstaat (The Dutch ministry of infrastructure and the environment)
SLA	Service Level Agreement
TCE	Transaction Cost Economics
UAV-GC	Uniform Administrative Conditions for integrated contracts
WR	Weekly Report

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1

INTRODUCTION

ALIGNING DESIRED AND DELIVERED PERFORMANCE

Every research benefits from an effective design, this one is no exception. This first chapter elaborates on the undertaken research and, more importantly, its motive. Currently the approach to procurement is changing. The apparent flaws articulated in the preface have triggered attention towards the selection of contractors. The obligation to adopt the principle of Economically Most Advantageous Tender (EMAT) forces public contracting authorities to evaluate their tenders on quality and price. This trend is one of many in the client's search for the most certain approach to finding the best available contractor delivering a performance of high quality, on time, within budget. After selecting this contractor a relationship inevitably emerges, at least for the period of the project, organised around the realisation of a project. The client – contractor relationship is the essence of this research. It is in the interest of both the client and contractor to have a clear understanding of the client's desired performance and the performance the contractor is going to deliver at handover, as this is the prime reason for the relationship to exist.

This chapter starts by the research design. The problem definition and scope are discussed to create the context for this research. Thereafter, the objective, research question and target outcome are set forth to provide guidance in responding to the problem definition. The second part describes the methodology; the approach used for the execution of this research. In doing so it strives to clarify the motive for this undertaking and introduces what can be expected of the following chapters, as shown in figure 1.

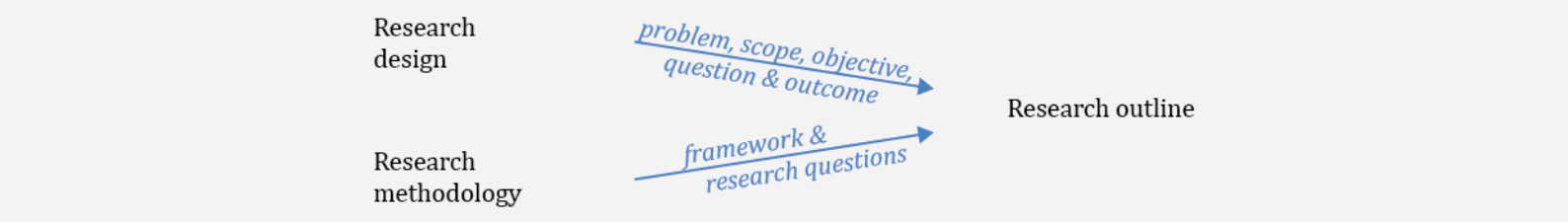


Figure 1: Research design and methodology give input to the research outline, source: own ill.

1.1 THE RESEARCH DESIGN

The conceptual design of the research determines what, why and how is being studied. Its main purpose is to steer the undertaken activities towards meeting the requirements (Verschuren, Doorewaard, & Mellion, 2010). Those requirements find their foundation in the problem definition and are translated in a research objective and research question next.

PROBLEM DEFINITION

Best Value (BV) is an approach towards procurement which anticipates on the developments in the construction industry as described in the preface. The philosophy underlying the method is developed in the United States and introduced in the Netherlands where the first BV projects started in 2005. The Dutch ministry of infrastructure and the environment, Rijkswaterstaat (RWS), uses this approach for engineering services and design & construct contracts (Rijkswaterstaat, 2015). More and more contracting authorities are getting experience with the approach since then. Van de Rijt & Santema stated the approach is 'spreading exponentially through the construction and other industries' (2012). From the experiences obtained during the growing number of undertaken projects it can be concluded that, in general, the procedure has proven itself with positive results (Van De Rijt & Santema, 2012; Joop van Duren & Dorée, 2008; Vulperhorst, 2012).

However, as indicated in textbox 1, the growing use of Best Value does not only result in positive results but also in opportunities for improvements. All phases of the Best Value procedure are elaborated in detail in section 2.5 (p. 21), including the clarification phase. This phase follows the selection of the over performing contractor. His offer demonstrated to create the most value to the client's organisation and, as a result, this contractor is asked to elucidate his offer and work out the details where this is not yet done. In practice it is observed that this step in the procedure is counterintuitive as the proposed description of roles does not arise naturally (Wenselaar, n.d.; Witteveen & van de Rijt, 2013). Where traditionally the client Manages, Directs and Controls (MDC) the activities of the contractor, Best Value places the contractor in the lead through a role of Initiating, Coordinating and Analysing (ICA).

The clarification phase is designed to remove any uncertainties about the project. Following the philosophy of Best Value, the final phase should be a matter of doing as the offer is worked out in a project plan. During execution only deviations on the project plan are relevant, because parties can be confident all activities go according the agreed project plan. Yet, a change in behaviour (on both sides) is identified when traditional mind-sets arise back into – and start dominating – the heads of the client and contractor. This behaviour comes to light when both parties have different ideas about the performance needed to meet the project goals. Traditional behaviour is defined on page 99 and is dominated by invoices for additional work, monitoring cost, transferring risk and unmet affirmation. The optimal outcome of the Best Value procedure is the realisation of the project plan, hence this is what the client and contractor agreed upon. In Best Value terms: the expectations, expressed in functional requirements by the client must be correctly embodied in the project plan by the contractor and the delivered performance must meet the offered value.

Text box 1: Lessons learned at RWS

RIJKSWATERSTAAT

As early adopter RWS used BV to select the best suppliers for 16 infrastructural projects being part of a larger strategy to quickly reduce congestion on several locations on the Dutch road network. In 2006, this decision resulted in the largest BV project at the time with a combined worth of €600 M. (Jeroen van de & Santema, 2009).

After the successful experience RWS continued using BV as an approach to procurement. Their BV team processes the lessons learned by reviewing the undertaken projects. The reports show that the clarification phase takes a lot of effort (van Binsbergen, 2013), it is difficult to translate the philosophy into practice resulting in obscurities (Combinatie BadhoeverBogen, 2013), further development of the process is necessary (Osborne, 2011) and the expectations of the communication and exchange of knowledge are diverse, implicit and inadequately discussed (deBreedte OrganisatieAdvies, 2013a, 2013c).

The client and contractor start to form an image of this optimal outcome at the beginning of the Best Value procedure. This image is subject to implicit expectations and changing information, constantly affecting the envisioned end result. Translating this to figure 2, the procedure is most successful if it results in the triangle, square and circle having as much overlap as possible. When the three shapes fully cover each other, the project goals are met exactly as desired by the client and correspond with the delivered performance. In addition, both parties were able to perfectly agree on them in the agreed performance. This is difficult to achieve because different expectations about the performance exist. For one, implicit expectations are hard to capture. Client's satisfaction is based on both explicit and implicit perceptions on the needed performance. Second, new information can become available over time. Irrespective of its nature, it thwarts the alignment of the three shapes. Third, the principal conflict of interest between client and contractor endangers perfect alignment. Where the client focuses on the value/price ratio in order to optimise the added value, the contractor focuses on the cost/price ratio in order to maximise his profit. Therefore, the last arrow in Figure 2 diverges, indicating the problem for both parties to align their expectations to the agreed performance. In this case, the client wants to steer the performance towards his desired performance and the contractor faces difficulties in delivering the performance as agreed. Assosiciated with the steering (creating room between square and triangle) is a client who tries to MDC the performance closer to his desire and a contractor adopting a passive attitude delivering the minimum performance required (creating room between the square and cirkel).

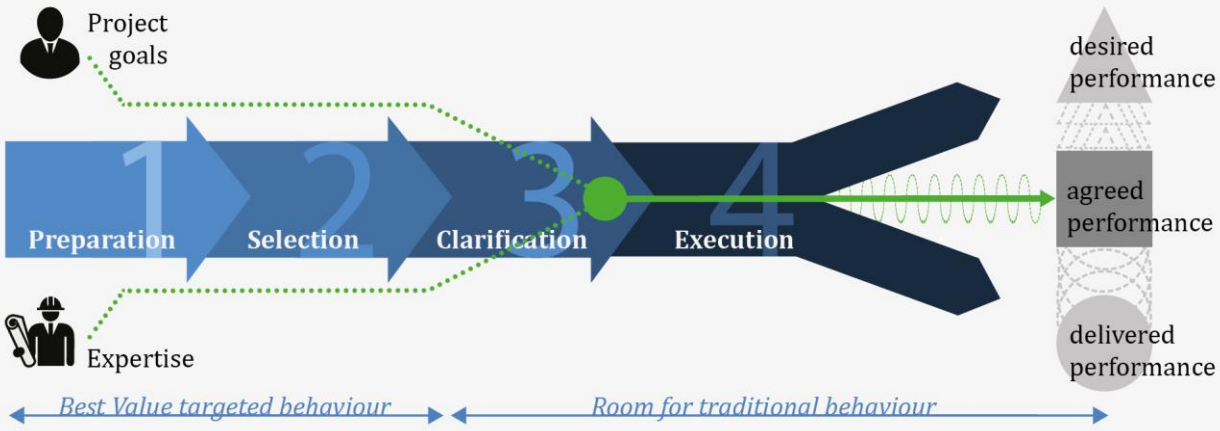


Figure 2: Illustration of problem statement, source: own ill.

At the bottom of figure 2 two arrows show the effect of the current BV procedure on the behaviour of the client and contractor. During the first two phases the procedure is focused on selecting the over performing expert and practical guidelines are developed to safeguard Best Value targeted behaviour. After the selection the relationship starts and traditional behaviour can arise as the clarification phase is less defined by practical guidelines. Both behaviours are defined as key concepts in the appendix on page 98 and will be further elaborated in the section on Best Value philosophy (p. 8). The key principles of the clarification and execution phase are developed and worked out by van de Rijt and Santema in "Prestatieinkoop" (2013). But, the interaction between client and contractor is currently suboptimal in Best Value projects leading the arrows to diverge. Thus, negatively influencing project performance as traditional behaviour moves both parties away from the prime reason for the relationship. It is concluded that the current BV procedure does not automatically result in the desired relational characteristics and the reaction of both parties is to fall back in traditional behaviour. Therefore the problem definition is stated as:

Problem definition

THE BEST VALUE PROCEDURE DOES NOT RESULT IN THE DESIRED CLIENT - CONTRACTOR RELATIONSHIP DURING THE CLARIFICATION AND EXECUTION PHASE.

SCOPE

The approach of Best Value is applicable to all purchase processes, regardless the industry, budget or timescale, type of project, nature of the client or contractor etcetera. However, this research delimits the scope and zooms in on the relationship as articulated in the problem definition, defined by the following demarcations.

Clarification The actual realisation of the project forms the heart of this research. Where the first two phases of the procedure revolve around the selection, the third and fourth phase focus on the end result. Basically the ingredients for the one-on-one relationship are formed during the selection, but will be developed during the clarification phase. This phase therefore marks the main playing field for this research.

Geographic This research is executed in the Netherlands, using Dutch cases and taking the Dutch environment as a starting point. Therefore, the legal framework is formed by the Dutch procurement law and influence of the European directives. European use of BV is outside of the scope, however the provided insights might be useful in that exploration as well.

Perspective Client and contractor are inextricably linked in the procedure. For this research it is not decided to take on one of their perspectives. Instead, an overarching viewpoint is taken focussing on insights to optimize the situation for both. Optimizing individual client or contractor strategies fall outside of the scope.

Procedure As defined in the key concepts on page 98, the procedure as introduced by van de Rijt and Santema form the foundation of this thesis. The problems encountered in the implementation of that procedure function as input for the problem definition and recommendations therefore address this procedure. Nevertheless, hybrid forms can deploy the insights in customized procedures.

OBJECTIVE

The objective of this research focusses on the realisation of an optimal relationship contributing to project performance. Whereas involved parties might think procurement is over once the execution starts, this research stresses the fact that at this particular moment the project goals are not yet achieved. The actual reason for starting a procurement process – the fulfilment of a certain need – is not met. The Best Value procedure continues until handover. This research is about increasing the effectiveness of the client – contractor relationship when adopting the Best Value procedure. Therefore, the stated objective is:

This objective implies that better alignment of the client and contractor leads to better project performance. The characteristics of their relationship will be explored in section 2.2 (p. 11) to provide insights on the preferred alignment. Thereby, project performance must be discussed as this is the ultimate goal to which the procedure contributes. The key concept is defined on page 99 and is measured in time, cost and quality. However, successfulness of a project cannot be stated unambiguously. Different parties involved in the project may (and will) have a different view on the project and its success (Bosch-Rekveldt, 2011). Therefore, in the assessment of a project's performance, a clear choice has to be made as to what definition of project success is used.

Turning back to figure 2, aligning the shapes means clarity regarding project performance as the desired, agreed and delivered performance correspond. Deviations from the agreed performance negatively influences the outcome of the project as it creates room between the triangle, square and circle. This is valid for exceeding time, cost and specifications as well as undershooting them. This seems paradoxical as it means that the client should be just as unsatisfied with the

performance if he faces a 10% cost overrun as when the project is realised 10% below the budget. The explanation is based on the fact that an unexpected need to anticipate on a different outcome takes an effort. If the client had known upfront that the project would stay under budget, the client could have used the money for other purposes or have set higher project goals. A comparable argument is relevant for project delays and early handovers. If the work is being finished earlier than planned, this means unforeseen responsibilities for the client. His organisational processes might not be ready to deploy the work, but maintenance cost have yet to be made. Early finishing of one project can cause connexion problems with related activities, for instance the installation of information systems on highways. If specifications are exceeded, the client might had chosen for a different value/price ratio when given the choice. As will be discussed in detail in the section on regulation (p. 20), the contractor is currently often incentivised to minimize his cost, speed up the handover date and deliver quality. Besides asking the contractor something he didn't offer, this is not beneficial for the client. Whether below or above agreed performance, the client must make adjustments involving effort.

The stated objective has both diagnostic and designing characteristics, but primarily explores the background of suboptimal behaviour threatening the agreed project performance. As elaborated, both parties must strive to a handover *on* time, *on* budget and *according* the specifications. In that situation the performance is optimal and both parties should be satisfied with each other's contribution. The impossibility to express all implicit thoughts about the performance explicitly is part of the problem; it is one of the reasons the triangle, square and circle of Figure 2 are apart. During the next chapters, the objective seeks input for the room for improving alignment in the relationship, ultimately improving project performance (i.e. minimizing deviations).

QUESTION

In order to reach the objective a main research question is formulated. The focus of this question is to guide the client's and contractor's behaviour towards a relationship which contributes to the agreed project performance. With the scope in mind, this is formulated as:

Main research question

HOW CAN THE RELATIONSHIP BETWEEN THE CLIENT AND THE CONTRACTOR DURING THE CLARIFICATION AND EXECUTION PHASE OF BEST VALUE BE OPTIMISED TO BETTER ALIGN PROJECT PERFORMANCE?

OUTCOME

This undertaking contributes to the development of the Best Value procedure. It is an exploration of the current way clients and contractors form a relationship during the various phases. The research seeks for insights making it possible to better translate the principles of the Best Value approach to the practical procedure. The next chapters entail a review and explanation of the elements in the procedure and there influence on the development of the client - contractor relationship. This contributes to practises assuring better alignment of this relationship thereby enlarging its contribution to project performance.

Picking up on the problem definition, the clarification and execution phase are difficult to standardise and guide. Hence, every project has specific characteristics. Therefore the academic relevance of this research is reflected in the contribution of knowledge about Best Value. On the one hand it seeks for theoretical insights on behavioural drivers during the procurement procedure, secondly it contributes to the potential to guide parties in the Best Value approach. In the end, this thesis works towards:

Research outcome

GUIDELINES TO BETTER ALIGN THE CLIENT - CONTRACTOR RELATIONSHIP IN THE BEST VALUE PROCEDURE.

1.2 THE RESEARCH METHODOLOGY

The previous section dealt with the design of this research. To elaborate on the second part of figure 1 a closer look is taken at the methodology. A framework and research questions are drawn up to ensure that a systematic approach is adopted. The research framework shows the steps that need to be taken, i.e. the internal logic of this research project. As a follow-up research questions are formulated identifying all useful and necessary information to answer the main question posed on page 5.

RESEARCH FRAMEWORK

The framework in figure 3 is formulated as follows: (a) a confrontation of the theory and the Best Value procedure yields alleged hurdles, (b) by means of which four cases are evaluated on the observed impact of these alleged hurdles(c) resulting in a cross-case analysis providing defined hurdles. (d) A confrontation of the defined hurdles, i.e. observed challenges and behaviour, with proposed views leads to guidelines (e) ending with the conclusion and recommendations for implementing these views to optimize the client – contractor relationship.

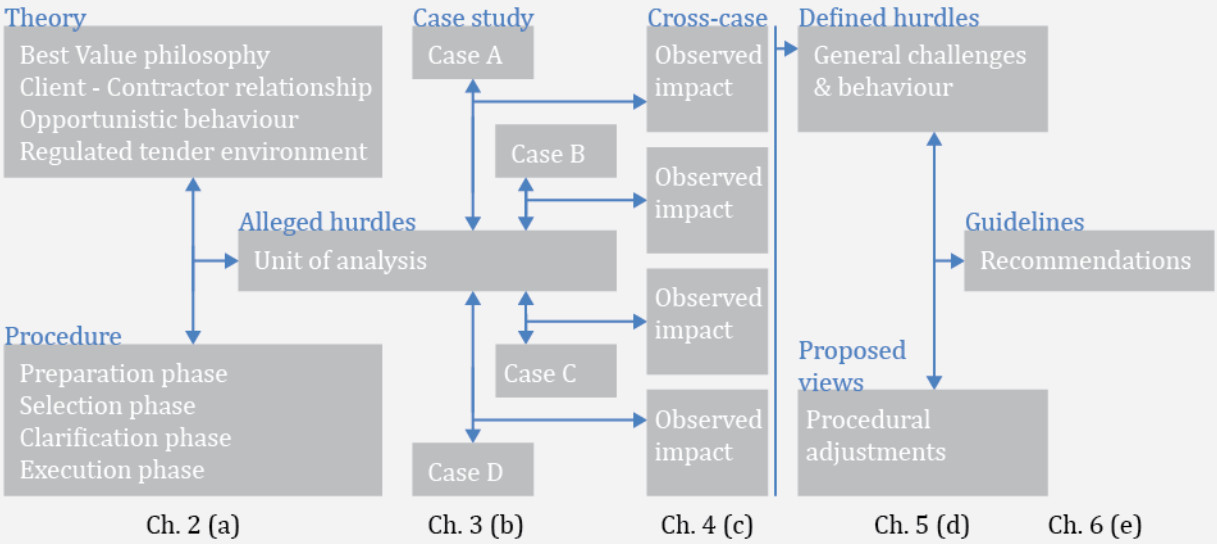


Figure 3: Research framework, source: [based on] 'Designing a research project' by Verschuren, P., et al., 2010

Therefore the first step is to construct a theoretical framework. An elaboration of the Best Value philosophy will provide insight in the principles underlying the procedure. It elaborates on the way the relationship between client and contractors is intended by the philosophy. Then, a closer look is taken at that relationship. Theories are consulted to find out what kind of relationship optimally contributes to project performance. However, in the problem definition is already stated that there is a fundamental conflict of interest between both parties. Therefore the mechanisms behind opportunistic behaviour are explored to understand what contributes to the relationship being unaligned. This relationship is bound by regulation. At last, the principles behind the law and regulation are reviewed in order to examine the organised rules of procurement. This forms a foundation to look at the procedure in detail and assess if the designed activities are in line with the explored theories. Different insights are combined to bring discrepancies to light. Outcome of this first step are alleged hurdles: those are not proven yet but expected to have a negative impact on the relationship.

The second step is an observation of the actual impact of the alleged hurdles. The examination of four cases provides insights in the existence in practice. The followed procedure is reviewed and clients and contractors are consulted about their experiences during the different phases of Best Value. The analysis of these four cases leads to the alleged hurdles which are observed to have impact and must be overcome in order to optimize the client – contractor relationship.

Third is the cross-case analysis of the observed challenges and behaviour resulting from the alleged hurdles having impact. This defines what actually has to be tackled and where the client and contractor need guidelines in dealing with the hurdles. This step combines the different insights obtained in the second step of the framework to create a definition of the actual hurdles.

Fourth step entails the construction of procedural adjustments responding to the general challenges and behaviour. These views provide a new perspective to organise the client – contractor relationship. The guidelines drafted in this step are based on the cross-case analysis of the observed impact.

With the proposal of guidelines, recommendations can be made on the practical implementation of the views as a final step. The results of this research are placed in perspective to elaborate on the consequences. Thereby, the objective is reached.

RESEARCH QUESTIONS

The main question is introduced in the previous section. As no answer can be found at once, it is broken down into the three sub questions shown in figure 4. These questions are answered throughout the next chapters and summarized in the conclusion.

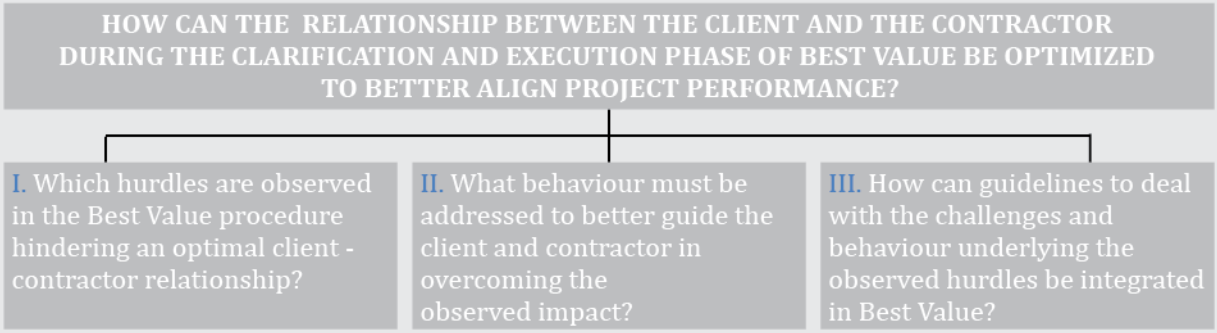


Figure 4: Break down in research questions, source: own ill.

1.3 CONCLUSION: THE RESEARCH OUTLINE

The previous pages have introduced the research. The problem of suboptimal relationships between clients and contractors in Best Value procedures is set forth. This gave input in the objective of finding ways to optimize this relationship with the ultimate goal of realising aligned project performance. It's been indicated that guidelines have to be drafted in order to do so. To explain the taken approach a framework has been shown. This provides insights in the journey undertaken to find an answer to the main question. At last this is broken down into sub questions in order to make the research more manageable.

RESEARCH OUTLINE

This thesis is an expedition to optimizing the client – contractor relationship, which is started in this first chapter. The objective is to give input for improving alignment about the project performance in the relationship. Chapter two explores the literature and Best Value procedure. It concludes with the alleged hurdles which are assumed, but not proven, to challenge an optimal client – contractor relationship. Chapter three examines four cases as an assessment of the actual impact of the alleged hurdles. By gathering information about the experiences of clients and contractors in current Best Value projects observations of the perceptions in practice are elaborated. Chapter four is a cross-case analysis of the validated hurdles setting forth the underlying challenges and behaviour defining the hurdles. Chapter five responds to this by putting forward proposed views. This chapter proposes a different perspective to some key principles articulated by Best Value. The journey ends in chapter six where an answer to the main research question can be found.

2

THEORY

IDENTIFYING ALLEGED HURDLES

A hurdle is defined in this thesis as an obstacle or difficulty that needs to be overcome in order to develop an optimal collaborative relationship throughout the BV procedure. But what are these hurdles interfering? To answer that question an understanding must be present about the Best Value philosophy. This chapter starts by immersing in the story about one man trying to survive with eight children. When Dean Kashiwagi observed his children growing up he noticed them to become totally reactive to all the rules controlling the household. Together with his wife he made a drastic decision: all rules were abolished overnight. The remarkable result was that the children grasped their responsibility and destiny with both hands. However, this origin of Best Value makes the foundation solely based on one family's experiences and later added deductive reasoning. Theory on relationship management will create a foundation for the identification of alleged hurdles. Extended by theories on the behaviour of both the client and contractor when engaging in a transaction section 2.3 goes into the drivers assumed to interfere with the BV targeted behaviour shown in figure 2 (p. 3). Once this is understood, ways to steer that behaviour are discussed. But this is restricted by European and Dutch law and regulation securing key rules in the game of procurement. With all this information in mind, the actual Best Value procedure is described in detail to explore how the relationship is currently guided in the procedure. This chapter is step (a) of the research framework (p. 6) and shown below in figure 5. Every section concludes with numbered insights used in the conclusion of this chapter to identify alleged, but not yet proven, hurdles.

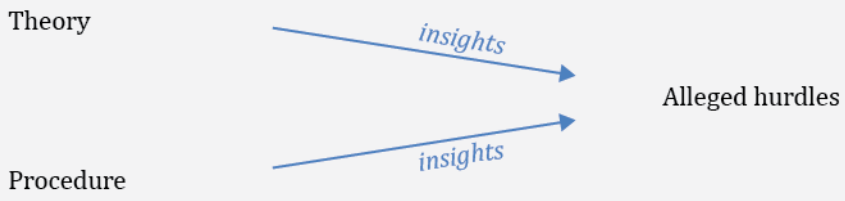


Figure 5: Step (a) of the research framework: a confrontation of the insights produced by the theory and the procedure identify alleged hurdles, source: own ill.

2.1 BEST VALUE PHILOSOPHY

Best Value is intended to be more than a procurement system. It is a philosophy developed by Dean Kashiwagi as part of the Performance Based Studies Research Group (PBSRG) at Arizona State University. Since 1994, the tools and procedure are developed with the objective of improving the procurement and management of construction projects by reducing risk and selecting the expert (Van De Rijt & Santema, 2012). Best Value proposes a new way of procuring which utilizes transparency, performance measurements, contractor submitted performance information, and contractor clarification before the award of a contract to deal with non-expert client directing expert contractor, attempts to control vendors through the use of a contract, client decision making, the use of subjective standards and requirements and unclear expectations towards the vendor before being hired (D. Kashiwagi, Kashiwagi, Smithwick, & Kashiwagi, 2012). The mind-set was introduced to major clients in the Netherlands in 2002, but the implementation really accelerated when Rijkswaterstaat's decided to resolve 16 major road bottlenecks described in textbox 1 (p. 2) using Best Value principles (van De Rijt & Witteveen, 2011). This section explores the main components of Best Value.

BEST VALUE THEORIES

The initial research on Best Value used a simple industry structure diagram to describe the characteristics of the current industry and the shift in paradigm needed to improve it. This is how Kashiwagi (2011) explains why BV has dominant value and why the majority of project/risk management concepts are not accurate or efficient. It is elaborated in appendix B, but boils down to the idea that the construction market should shift from a price-based to a performance-based environment. The Information Measurement Theory (IMT), elaborated in appendix C, is introduced in order to realise this shift. This line of reasoning leads to the component of dominant information which can be understood by almost everyone due to its simplicity and does not require technical knowledge, illustrated in text box 2. It's based on deductive logic that defines why things can happen only one way, why they are predictable, and how that can be used to predict the capability of experts. The IMT suggests that decision-making introduces risk and proposes this should be minimized through the use of dominant information.

Text box 2: Coloured dots example

DOMINANT INFORMATION

In order to illustrate the concept of dominant information look at the two sets of dots presented below. From each set, which dot is the greenest?

Coloured dots #1 Coloured dots #2

This is way more difficult to determine for set #1 than it is for set #2. All the dots in set #1 have more or less the same colour and even after a closer look it is doubtful which one is the greenest. The second one is easy, the upper left dot is most green. This shows the effect of dominant information. It can be described as a no brainer, common sense, easy to understand, or where there is no requirement to use one's unique experience to validate a concept (D. T. Kashiwagi, 2008). Using this kind of information minimizes subjective decision making and allows assessing performance based on available information.

In the price-based environment, the client acts as if he knows everything about the project that is being tendered. The client specifies the work in detail and articulates "what" needs to be done and "how" it needs to be done. Looking at the supply chain, this seems irrational. If the client knows better how to realise the project it is more lucrative for him to do it himself, since he collects the value adding component in that case. The contractor gets volume as a result of his expertise and thus benefits through the creation of value for the client. Knowing what his unique selling propositions are, the contractor should change from a transaction creator towards a flow generator, creating value for his clients (Santema, 2011). The contractor who can add the most value to the clients' organisation therefore is the expert, knowing best "how" to execute the "what". Best Value focusses on this expertise for the client to find, and utilise, the most value adding contractor.

Acknowledging the contractor as an expert effects the allocation, and amount, of project risk. BV emphasises the need to minimize risk instead of transferring it. An expert can identify "what" to do and "how" to do it, determining the details of the project and

introducing risk mitigation measures. This introduces the Performance Information Risk Management System (PIRMS). This system introduces the preplanning and risk management component of Best Value which is discussed in detail in section 2.5.

Clients in a price-based environment try to ensure a minimal delivered performance by articulating norms to the contractor that must be met. Best Value opts for a shift from ensuring a minimal performance to obtaining a maximal performance in a competitive market. As a result, BV stimulates the client to set a ceiling price for which he seeks the most value. This is set forth in appendix D using three scenarios. Whereas the client puts minimum norms to exclude underperformers, it actually decreases the level of performance offered by the expert contractor. When using a fixed price, the contractors can only differentiate themselves on the basis of performance. Although there will be a field of tension between offered performance and contractor's profit, the contractor will realise he must invest in the performance to win the tender. When a ceiling price is used, the contractor will be best able to differentiate on the basis of mitigating risk. This component addresses his expertise which BV wants to bring to light.

PROMISES

The Best Value philosophy claims six central results when completely implemented (Brandt, 2014). They are mainly based on the experiences in the USA, as shown in text box 3. Van Duren identifies clear alignment in terms of the Dutch focus on quality and integration in the building chain, better cooperation, harmonisation of relationships, and a foundation of trust with the Best Value effects and claims (2008). The adoption in the Netherlands is not a direct copy of the pure methodology, van de Rijt and Santema have set out the adaptions and developments which have taken place (2012). Basically the promises of BV can be denoted as:

PROJECT COMPLETION WITHIN TIME AND BUDGET

Best Value focusses on getting the work right the first time. Change orders and unforeseen events have less impact because the expert can foresee the project in advance and can anticipate quickly on unforeseen events. In addition, the contractor will prefer the opportunity to execute multiple efficient, smooth projects without any change orders above one troublesome process with a lot of change orders.

LESS MANAGEMENT EFFORT FOR THE CLIENT

The client does not need to devote many of his resources to monitor the contractor. The contractor is the expert so there is no heavy management attention necessary. The responsibility for the realisation of "what" is 100% placed at the contractor wherefore less monitoring effort is needed from the client.

HIGH CLIENT SATISFACTION

The client gets "what" he wants and he is less involved in the difficulties of realising them, therefore the hired expert is selected. Best Value emphasises the delivered quality of the performance resulting in more client satisfaction based on dominant information.

RISK MINIMIZATION BY EXPERTISE

According to Kashiwagi, a non-expert client directing an expert always results in the expert becoming more reactive and forcing the non-expert client to mitigate the risk. An expert contractor will identify ahead of time what is out of scope and "how" the risk that he does not control will be mitigated.

Text box 3: Success of Best Value

BEST VALUE RESULTS

Dean Kashiwagi claims success rates superior to other procurement methods both on client satisfaction and project control measures, and provides figures and statistics to support this. Together with the PBSRG he states the following results from projects in the USA:

- 98% of all PiPS projects are on time and on budget,
- 98% of PiPS project meet the client's expectations,
- Reduction of management effort on the client's side of up to 80%,
- More value for money for the client; more profit for the contractor.

Van Bentum researched the 400 tendered USA PiPS projects to see if these claims were justified (Joop van Duren & Dorée, 2008). He concludes that they are justified, but not to the extend published. Most of the numbers are overrated, but confirmed by Dutch projects to a lesser degree.

EXPERT IS SELECTED FOR LOWEST PRICE, INCREASED VALUE

Best Value aims for an increase in performance at the same level of competition, i.e. increased value. This does not mean the process leads to an excess of quality. The contractor excels when showing he can provide a perfectly fitting solution, no more, no less. Whereas a full project specification leads to the challenge of exactly meeting the set norms against minimum cost, utilising the expertise of the (future) contractor leads to the optimal available solution for the client.

INCREASED PROFIT FOR THE CONTRACTOR

Efficient projects allow the contractor to do more projects and not lose time in difficult change order processes. More importantly, he can develop his expertise and increase his performance time after time. Through Best Value the contractor can better utilize his expertise in order to win tenders and optimize his internal processes leading to more profit.

INSIGHTS ON BEST VALUE PHILOSOPHY

This section on the BV philosophy concludes with the following insights which are used in section 2.6 to identify alleged hurdles:

(1) According IMT; dominant information must be used to minimize risk.
(2) According the BV philosophy; an expert can identify "what" to do and "how" to do it.
(3) According Van Duren; full implementation leads to the claims made by Kashiwagi.

2.2 CLIENT – CONTRACTOR RELATIONSHIP

Collaboration between the client and the contractor is essential, or at least contributes, to the success of construction projects (Meng, 2012; Rahman, Endut, Faisol, & Paydar, 2014; Joop van Duren & Dorée, 2008). A construction project is part of a supply chain with the client articulating a need and the contractor arranging labour, materials and equipment to respond to that need. The client – contractor relationship is seen as the essence in supply chain management. In his guide on supply chain management, Christopher puts a focus on cooperation and trust and the deliverance of superior client value at less cost to the supply chain as a whole (2005). This is written with the manufacturing industry in mind, but more value for less cost for all parties involved is the efficiency gain also sought by Best Value. The procurement procedure forms the client – contractor relationship and influences the behaviour of both parties. This section explores the desired characteristics of this relationship.

TRADITIONAL ADVERSARIAL VERSUS COLLABORATIVE

Meng identifies diverse supply chain relationships in his paper on 'the effect of relationship management on project performance in construction' (2012). The most distinct forms being traditionally adversarial, short-term collaborative and long-term collaborative. The traditional relationship has been criticised by multiple researchers. Larson observed this relationship as characterised by features of win – lose, suspicion and ineffective problem solving. He emphasises the importance of the client – contractor relationship and elaborates on the link with project performance by introducing the concept of partnering. Partnering describes the relationship as a complex, dynamic process requiring attention on how the different activities and elements interact to influence project performance. Therefore hostile, adversarial client – contractor relationships should be transformed (Larson, 1997). Thomas and Thomas use partnering and integrated team working as a way to achieve better value in whatever way this is defined by the client (Thomas & Thomas, 2008). Both authors identify characteristics of the traditional adversarial relationship as shown in the left area of Figure 6. In contrast is the collaborative

> Hellard (1995)
> TQM, the philosophies of empowerment, teamwork, Kaizan, continuous improvement, and the techniques used to develop a repetitive quality product and service to satisfy long-term clients must be developed in construction by one-off teams and relationships with, often, one-off clients, amid an environment of risk, conflict and potentially adversarial contracts, to produce long-term satisfaction in their use of a single capital project

form which can be further classified into single project partnering and strategic partnering for multiple projects. Hellards looks at this relationship from the perspective of quality and describes the challenging environment in which the relationship must exist (1995), see quote. From this perspective it is clear that this client – contractor relationship deserves special attention. Black researched the requirements which must be met in order to make partnering, described as parties working together in an environment of trust and openness to realise the project efficiently and without conflict, successful. He concludes that partnering can and does work, but all project participants must re-think their attitudes (Black, Akintoye, & Fitzgerald, 2000). Chan concludes in his research to the success factors of partnering that it can provide a basis for a 'win-win' climate and synergistic teamwork. He emphasises the relevance of these factors in formulating effective strategies for minimizing construction conflicts and improving project performance (Chan et al., 2004). An overview of the critical success factors for a collaborative relationship articulated by Hellard, Black and Chan are shown in the right area of figure 6.

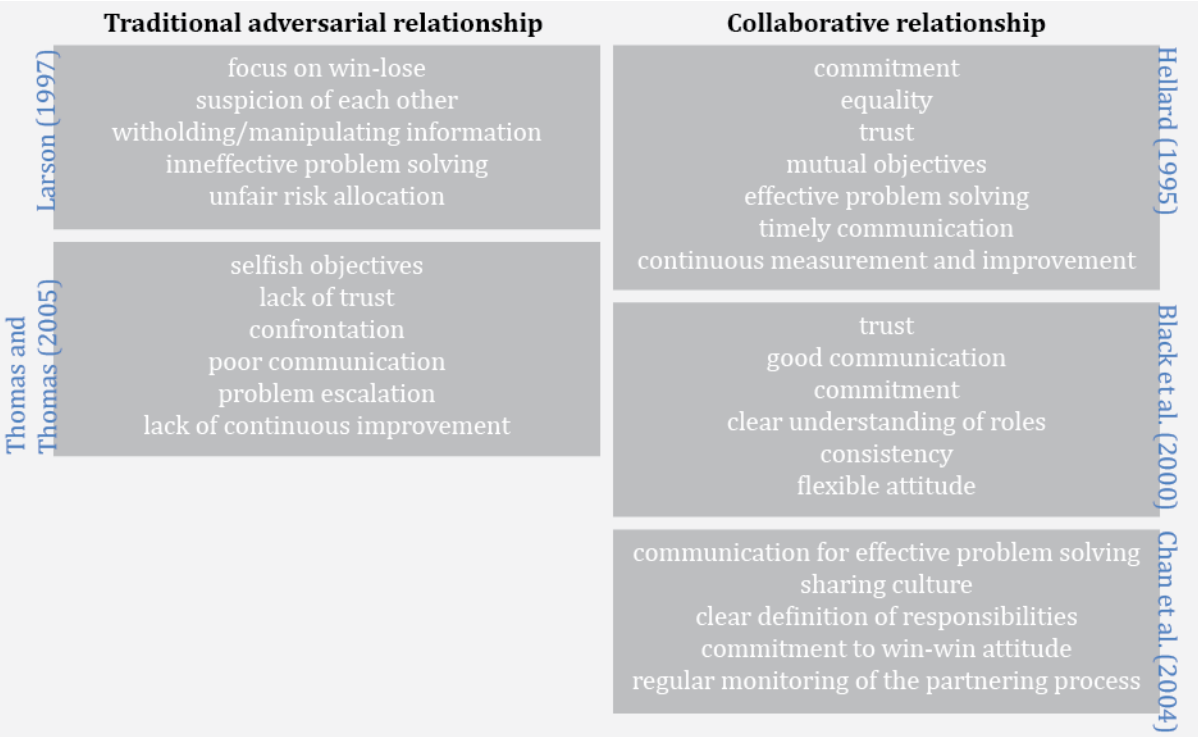


Figure 6: An overview of the characteristics of traditional adversarial and collaborative relationships, source: own ill.

Meng has extracted the common factors identified by all these studies in order to assess their specific impact on project performance. He concludes that if a supply chain relationship goes bad, time delays, cost overruns and quality defects are more likely to result. Client – contractor relationships are usually complex, multifaceted, and difficult to measure in a quantitative manner (Meng, 2012). To achieve and demonstrate improvement, a supply chain relationship maturity model is developed by Meng which assesses the key success factors using the criteria of:

- Procurement — assesses the selection criteria and form of contract;
- Objectives — assesses common objectives and mutual benefits;
- Trust — assesses the type of trust and level of confidence;
- Collaboration — assesses how close the parties work together;
- Communication — assesses the exchange of information and shared learning;
- Problem solving — assesses the effectiveness and moment of warning;
- Risk allocation — assesses how the risk is allocated and the reward is given;
- Continuous improvement — assesses performance measurements and incentives;

which award the relationship with a level of maturity (Meng, Sun, & Jones, 2011). Higher maturity means a more collaborative relationship resulting in a higher contribution to project performance. These researchers indicate client and contractors must strive for a collaborative relationship measured in the above assessment criteria.

A DEFINITION

The importance of the client – contractor relationship is elaborated as well as the factors defining its success. Meng even provided a framework. But, he does not articulate a definition of his collaborative relationship. According to hem, there is no widely accepted definition of supply chain collaboration in construction (Meng, Sun, & Jones, 2013). Several researchers defined the relationship using the concepts of table 1. These definitions show that a difference between partnering and collaboration is that the first is a relationship created through a commitment to a common goal while the second makes implications about the process (Aarons, 2012).

Author	Definition
Thomas and Thomas (2005)	Partnering is an integrated teamworking approach to achieve better value for all partners by reducing duplication and waste of resources, based on mutual objectives, a robust approach to issue resolution and a proactive approach to measurable continuous improvement.
Larson (1995)	Project partnering is a method of transforming contractual relationships into a cohesive, project team with a single set of goals and established procedures for resolving disputes in a timely and effective manner.
CII (1991)	Partnering is a long-term commitment by two or more organizations for the purpose of achieving specific business objectives by maximising the effectiveness of each participant's resources. The relationship is based upon trust, dedication to common goals, and an understanding of each other's individual expectations and values.
Blanchard (2010)	Collaboration refers to cooperative supply chain relationships – formal or informal – between customers and suppliers, which are developed to enhance the business performance of both sides.
Bedwell (2012)	Collaboration is an evolving process whereby two or more social entities actively and reciprocally engage in joint activities aimed at achieving at least one shared goal.
Hoyt (1978)	Collaboration is a term that implies the parties involved share responsibility and authority for basic policy decision making.

Table 1: An overview of definitions of collaboration and partnering articulated in literature, source: own ill.

The World Bank proposes the shown working definition of Kamel (1998) of partnership. While this working definition is not very precise, it gives strong direction that a partnership requires a relation between two or more parties, a common goal and combination of both assets. It also makes a statement about the nature of the relationship: collaborative. For the explanation of the term collaborative Kenneth B. Hoyt is used who defined collaboration as 'a process involving shared commitment, responsibility and authority' (1978). Partnering can thus be understood as an act resulting in collaboration. The characteristics expressed in the definitions require certain efforts in terms of process, communication and ownership distinctive for collaboration. Hord tries to clarify the mutual expectations of both parties (1986). According his collaboration model organizations must agree on an exchange of tasks, join forces and agree on project results while many levels of clear information based communication is established in a 'we' process. These elements have a strong overlap with the success factors of Meng and are also reflected in the Best Value Philosophy.

> Kamel (1998)
> A collaborative relationship between entities to work toward shared objectives through a mutually agreed division of labour.

BEST VALUE COLLABORATIVE PARTNERSHIP

Throughout the work on Best Value of Kashiwagi and Santema and van de Rijt statements about the preferred behaviour of both client and contractor are described. The following characteristics are reiterated throughout the publications:

OUTPUT FOCUS

The client should focus on formulating the project goals, not on the exact scope. Instead of giving exact specifications about the foreseen solution he should centre the "what", of which the interpretation lies with the contractor. The role of the client in the relationship is not to put forward an exact solution but to focus on the fact if the contractor is capable of realising his project goals, embodied by the "how". (*Prestatieinkoop; p. 53, 67 – 70*)

ACCOUNTABILITY

Best Value behaviour is characterised by accountability, taking responsibility and putting down the agreed performance. If the expert knows what he is doing, the client only has to steer the project on deviations and risks. Therefore the contractor has to prove visionary qualities allowing him to identify and minimise risks for which he takes accountability. (*Prestatieinkoop; p. 29, 95, 98, 116*)

TRANSPARENCY

In order to assess performance, the realisation of work should be transparent and measurable. Best Value focusses on a shift from confusion and uncertainty towards a process characterised by transparency and clarity where client and contractor are open about their activities and information. (*Prestatieinkoop; p. 47, 73, 116*)

CONTRACTOR CLARIFICATION

Only the contractor who is going to do the job should be required to do the detailed planning. He clarifies his proposal with more details, the client's requirements, the client's legal contract requirements and any other documentation, and submit this as the offer (D. Kashiwagi et al., 2012). Once the client accepts the project plan, the contractor must perform accordingly. This is what the client bought, thus defining the project. (*Prestatieinkoop; p. 131*)

PERFORMANCE INFORMATION

The appropriate way for the contractor to display his expertise is by measurable information about his capabilities. The plan which is offered by the contractor contains underpinned information provided to the client, for instance about the control measures he takes against risks or the quality he can deliver. Only then, the client knows the realisation of his project goals is ensured. (*Prestatieinkoop; p. 72, 81 123*)

LETTING GO

The use of a contract to manage, control, and direct a contractor is inefficient, illogical and time consuming (D. Kashiwagi et al., 2012). Best Value rejects this traditional attitude of the client, even though this might be forced by the contractor. Instead, the proposed system opts for an attitude of letting go, where the client listens, observes & aligns. This attitude is more effective in minimizing risks and gives room for the contractor to initiate, coordinate and analyse. (*Prestatieinkoop; p. 46, 52, 73, 132*)

INSIGHTS ON COLLABORATION

This section on the client – contractor relationship concludes with the following insights which are used in section 2.6 to identify alleged hurdles:

(4) According various authors; a mature collaboration contributes to the project performance which includes agreement on the end result between the client and contractor.

(5) According Kashiwagi, van de Rijt and Santema; the preferred relationship in BV is characterised by an output focus, accountability, transparency, contractor clarification, performance information and letting go behaviour.

2.3 OPPORTUNISM

The New Institutional Economics (NIE) is a body of knowledge sensitive to organizational issues and seeks to extend neoclassical theory by considering how property-rights structures and transaction cost affect incentives and economic behaviour (Eirik Grundtvig Furubotn & Richter, 1991). The underlying rational for using NIE in the exploration of the client – contractor relationship is provided by Ramstad who states that procurement can be seen as a transaction which covers the selection and awarding of the expert, but also the realization of the project (1996). In addition, van Duren uses NIE in his theoretical foundation for the explanation of the functioning of Best Value (2013). Following the concept of collaboration, this section explores the drivers behind party's individual behaviour in the relationship. A full elaboration of the NIE can be found in appendix E. It explores the mechanisms making it difficult for the mature collaboration defined in the last section to naturally arise in the BV procedure.

> Williamson (1981)
> A transaction occurs when a good or service is transferred accross a technologicaly seperable interface. With a well-working interface, as with a well-working machine, these transfers occur smoothly. In mechanical systems we look for frictions: do the gears mesh, are the parts lubricated, is there needless slipage or other loss of energy? The economic counterpart of friction is transaction cost: do the parties to the exchange operate harmoniously, or are there frequent misunderstandings and conflicts that lead to delays, break-downs, and other malfunctions?

THE TRADE-OFF

Concepts such as transaction costs, property rights, credible commitment, and agenda control that determine the simultaneous causal links between institutions and economic performance are central in NIE (Alston, 2008). The perspective discusses many theories and knows even more contributors. This section uses the theory of Transaction Cost Economics (TCE), principal – agent theory and property rights theory as explanatory devices for the understanding of client and contractor behaviour in procurement transactions.

TCE is essentially a theory of the coordination of transactions between and within business organisations. It assumes that organisations incur costs of transactions, such as costs of contracts, supervision costs, costs associated with opportunistic behaviour, and costs associated with specific assets (in particular those that are not easily used for different transactions). TCE argues that firms will select the governance structure that minimises the costs of effecting a transaction. Those cost are explained by Williamson (1981) on the left. To further understand TCE the behavioural assumptions of opportunism and bounded rationality are explained.

Bounded rationality refers to the idea that in decision-making, rationality of individuals is limited by the information they have, the cognitive limitations of their minds, and the finite amount of time they have to make decisions (Gigerenzer & Selten, 2002). In addition, individuals are given to opportunism described by Williamson as self-interest seeking with guile. He suggests this potential or actual opportunism emerges as the source of the transaction costs involved in monitoring and enforcing contracts (Hodgson, 2004). A broader background is provided in appendix E (p. 105) where the trade-off is identified between transaction cost and opportunism. By increasing the amount of available information, time bounded rationality will play less of a role and the possibilities to express opportunism are limited. This involves transaction cost and can never fully be covered. Clients try to find an optimal situation where the room for opportunism (difference between agreed and delivered performance) is contractually limited while the contractor seeks to maximise his profit within these boundaries.

This trade-off is further examined by the principal – agent theory, fully explained on page 106. The desires or goals of the principal and agent conflict allowing room for opportunism leading to

the need to align the preferences of agents with those of the principal. For instance, through outcome based contracts. Secondly, information systems curb opportunism since they inform the principal about what the agent is actually doing, making the agent realize that he or she cannot deceive the principal (Eisenhardt, 1989).

Lastly, the property rights theory is used to explain the use of incentives steering behaviour. Elaborated on page 107, its main idea evolves around the incentive for those who own a thing, e.g. a risk or asset, to put that thing into the highest-valued use possible. People who can benefit more from this ownership will be willing to take it over for less than the current cost. Wrong allocation of these rights can distort the incentives for behaviour of clients and contractors.

This explains the existence of opportunistic behaviour, defined in the key concepts on page 99, and proposes the counter measures of goal alignment, information system and proper allocation of ownership. But, as set out in E.4, the main behavioural attributes of rationality, motivation and dignity should not be forgotten. Even if everything is done to assure the optimal organisational form, its rules itself would also be subject to bounded rationality leading to infinite agency cost.

CONTROL MECHANISMS

From the TCE a distinction can be made between 'ex ante' costs – drafting, negotiating and safeguarding an agreement – and 'ex post' costs which are associated with haggling. If the transaction diverges from the original contract specification, the TCE and principal – agent theory identify cost of setting up and running governance structures to deal with disputes and the bonding cost of securing commitments (Goddard & Mannion, 1998). Especially when it is unclear who owns the changes and therefore, according property rights, has to bear the costs or may capture the benefits. Those cost are a motivation for control mechanisms.

Caglio and Ditillo identify control as a process of regulation and monitoring for the achievement of organizational goals. It refers to the process by which one subject affects another subject by means of a wide range of bureaucratic, cultural and other informal mechanism" (they refer to: Etzioni, 1965; Quchi, 1979; Baliga and Jaeger, 1984). Based on existing research they recognize behavioural, output and social modes of control (2009), which are further explained in appendix F. This provide insight in the possibilities to control the behaviour of the client and the contractor dealing with uncertainty and opportunism, for instance through policies and procedures, setting objectives and participatory decision making.

SAFEGUARDS

Williamson verbalised the problem of economic organization as to devise contract and governance structures that have the purpose and effect of economizing on bounded rationality while simultaneously safeguarding transactions against the hazards of opportunism (1985). The safeguards respond to the different modes of control by aiming (1) to realign incentives, (2) to resolve disputes and (3) to support and signal continuity intentions. According to van Duren it can be concluded that the procurement, contracting and management of construction projects benefits from these safeguards and mutual trust (2013). Table 2 shows the explanation of the BV components by van Duren. On the left are the different procedural components set out against the problem formulation of Williamson in which the rationale behind the functioning is explained. The numbers in blue refer to the different goals of the safeguards as mentioned before.

Case studies and a questionnaire are used to validate if the line of arguments is recognised in practice. This led to the conclusion that uncertainty for the client is mainly reduced by the notification of a ceiling price, past performance, the interviews and selection based on quality and cost. The contractor has more influence on the project and is able to distinct himself through quality instead of just price. On the topic of opportunism mentions van Duren the selection based on quality, early involvement of the contractor and the reputational mechanism. Van Duren makes two notes on opportunism. The contractor will engage in opportunism when the costs threaten to exceed the benefits. Secondly, contractors are sceptically towards the reduction of opportunistic

behaviour at the client. His conclusions on uncertainty and opportunism are that the use of the BV safeguards reduces uncertainties, both 'ex ante' as 'ex post' contract, discourages opportunism after awarding and takes bounded rationality into account.

	Bounded rationality	Uncertainty	Opportunism
Output specification 1.2.3.	*focus on functionality*	*reduced uncertainty about need*	*client feels responsible for project specification*
Notification of ceiling price 1.2.3.	*clear framework for solution*	*little chance of invallid offers*	*less room for attempts to increase costs*
Past performance 1.2.3.	*measurability reduces info overload/misinterpretation*	*increases predictability of the offered performance*	*slows transaction uncertainty*
Risk file 1.2.3.	*compact and fact based*	*seperates high performers from low performers*	*incentive to realise the described expectations*
Interview round 1.2.3.	*objectivity leads to fair comparison*	*assessing key players reveals their personal quality*	*takes people out of the anonymity*
Selectioncriteria of Q & € 1.2.3.	*operationalising of 'quality' leads to more guidance*	*aditional focus on distinctiveness*	*reasonable profit margin of contractor is secured*
Transfer of risks 1.2.3.	*focus on risks which are the contractor's'responsibility*	*appropriate risk allocation and balanced agreements*	*increased sense of responsibility*
Performance management 1.2.3.			
Performance rating 1.2.3.	*information is simple in interpretation & processing*	*reputation mechanism and future job opportunaties*	*quality of today determines the chances for tomorrow*

Table 2: The active Best Value components and NIE mechanism, source: [copy] 'De waarde van PiPS voor de Nederlandse bouwsector verklaard' by van Duren, University of Twente.

INSIGHTS ON OPPORTUNISM

This section on opportunism concludes with the following insights which are used in section 2.6 to identify alleged hurdles:

(6) According Williamson; friction in the relationship leads to transaction costs.
(7) According bounded rationality; rationality of individuals is limited in decision making
(8) According principal agent theory; information systems curb opportunism.
(9) According various authors; control mechanisms provide possibilities to deal with uncertainty and opportunism.
(10) According van Duren; the Best Value procedure includes active components which realign incentives, resolve disputes and support continuity intentions.

2.4 REGULATION

Whenever a public client procures goods, services or works from the market this activity is subject to law and legislation. Thereby standard agreements and conditions are used of which clients know comply. All contracts and followed procedures must meet the applicable regulations, but there is still room to incorporate incentives for both the client and the contractor to stimulate preferred behaviour. This section deals with those items in order to understand what influences collaboration from a legal point of view and what limitations and incentives are present.

LAW AND LEGISLATION

Not every client is subject to tender regulation. All projects above a certain treshhold and procured by a contracting authority have the obligation to follow a procurement procedure acording the laws and regulation articulated in the procurement law 2012 (replacement of the Bao, Bass and Wira) and the procurement regulations 2012. A contracting authority is defined in the Dutch procurement law as 'the state, a province, a municipality, a water board or a public body or a partnership of such authorities or public institutions ("Aanbestedingswet," 2012). Figure 7 shows the elements determining if such a authority must comply to one of the procedures.

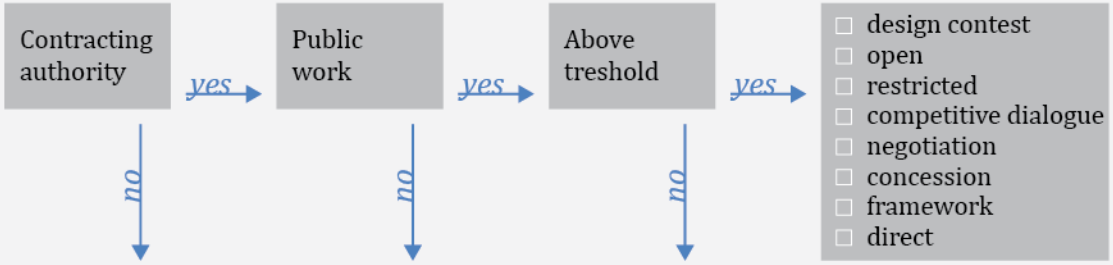


Figure 7: Determination of obligation to follow procurement procedures, source: own ill.

Underlying the current procurement law and regulations are the principles of equality, objectivity, transparency, proportionality, state reason and legitimate expectations. Those should always be respected and form the foundation of the client's and contractor's actions when engaged in a collaboration. The practical implication are the procedures, shown in figure 7, which are imposed for various situations. They organise the invitation and selection of tenderers using selection criteria which have to be communicated in advance. For an overview of the law and regulation, procedures and criteria see appendix G. This appendix also elaborates on the differences between criteria for exclusion, suitability, selection and awarding. The criteria, but also the tendering process and securement of the principles are protected by judicial protection. In case the client and contractor have a disagreements, despite the highly formal tendering rules and strict requirements, this is justified by the court. This can even lead to a restart of the procedure. Main goal is to force the contracting authorities to correctly live by the rules.

Uniforme Administratieve Voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012 (UAV 2012)	General conditions for the organization of the legal relationship between client and contractor in traditional organizational structures.
Algemene voorwaarden voor aannemingen in het bouwbedrijf 2013 (AVA 2013)	Special for projects without project management on behalf of the client.
Uniforme Administratieve Voorwaarden Geïntegreerde Contracten 2005 (UAVgc-2005)	Organizes the legal relationship between client and contractor in integrated contracts (Design and execution is the responsibility of one contractor).
VGBouw Model Bouwteamovereenkomst 1992	Standard contract for the cooperation between client and contractor in a construction team.
De Nieuwe Regeling (DNR 2011)	Deals with the closing of agreements between consultants (architects / engineers) and clients.
Het model Koop-/aannemings overeenkomst (KA/AV)	For projects where the client purchases building-land and seeks a contractor to build on the lot.

Figure 8: Overview of standardised documents, source: own ill.

The use of standard conditions in the construction industry is widely spread and accepted (M. Chao-Duivis, 2013). Contracts get a more uniform character as the same conditions are used for all of them. Therefore, drafting a contract becomes less labour intensive and less administrative issues are present. Contracts are simplified with the use of pre-formulated uniform conditions,

which can be adjusted for specific cases. This has great advantages for the client's organisation, but also for the market. An overview is given in figure 8.

LIMITATIONS

The regulations impose some limitations on the BV procedure which is explored next. The use of performance information creates discussion among legal experts. According to the court of justice, a clear distinction must be made between criteria for assessing the capabilities of a contractor (selection) and awarding criteria for the actual offering (Verberne, 2009). Using information about the performance in past projects for the awarding of a contract is in breach with the procurement legislation according some perspectives. However, it is possible to include performance information as a selection criteria, as explained in G.5. When the contractor is invited to the clarification phase, the contract is not yet awarded so the regulation is still applicable. Therefore, negotiation – about price – is forbidden as well as changing the scope or project goals. By carefully describing the procedure in the tender guide, legal problems during execution can be avoided (Verberne, 2009).

The regulation also knows a warning obligation for contractors, before the contract is awarded but also during execution. This is most applicable in the traditional approach where the client is responsible for all the details of the project. If the contractor sees a clear error, he must warn the client. But, what does this imply for Best Value? Looking at the warning obligation from a broader perspective, one might state the contractor must think for the client when reviewing for instance the tender guide. If he sees that the project goals are leading to an unwanted situation from his expert view one might say he must warn the client. More importantly, an expert can take control measures upfront. If an error or unforeseen event takes place, it is not the responsibility of the contractor to prevent it from happening but to be able to adequately deal with it when it happens.

Best Value appoints the contractor as the expert. In order to utilize his expertise it seems logical to make use of integrating contracts allowing the contractor to influence the design. The UAVgc deals with integrated contracts when the design and execution is in the hands of a single party. They are mainly used in infrastructure projects and their use seems to result in a smooth running relationship (M.A.B. Chao-Duivis, Koning, & Ubink, 2013). This standardised document contains some terms influencing the behaviour of the involved parties. The prevalence of the request specification articulated in textbox 4, technical input delivered by the client, his responsibility to control the project and the way bonuses/penalties are used are contrary to Best Value as set out in appendix H. The content of the client's request prevails on the project plan drafted by the contractor in the UAVgc. With Best Value however, the client buys the solution offered by the contractor, not his own formulation of the project goals. Secondly, the UAVgc expects the client to specify all the details whereas Best Value puts the contractor in this position. Subsequently, it is neither his responsibility to be actively involved in the design activities. The contractor must be in the lead. At last, UAVgc has an article designed around penalties and bonuses. This does not fit the Best Value philosophy as project performance is based on the completion on time, on budget and at the quality level specified in the project plan.

Text box 4: Prevalence in UAVgc

ART. 3 DOCUMENTS

If contract documents are contradictory, the following order applies, unless a different intention is arising from the agreement:

1. the basic agreement;
2. the specification of the question;
3. the annexes attached to the specification;
4. the UAV-GC 2005;
5. the Offer;
6. the terms and conditions.

When the quality of the offering exceeds the quality required in the specification or adopts an earlier date of handover than specified, the offer shall prevail above all documents except the basic agreement (Centrum voor Aansprakelijkheidsrecht, 2005).

With Best Value, the client does not buy a point-to-point translation of his specified request but signs up for the offered project plan. This suggests the offer should always prevail, that is the leading document in case uncertainty about the agreed performance arises

CONTRACTUAL INCENTIVES

The relationship between relational governance and contractual control mechanisms has been discussed by various authors. They can serve as complements in explaining the satisfaction with the exchanged performance (Poppo & Zenger, 2002). Lui and Ngo use the research of Parkhe and Reuer & Arino to ascribe two mechanisms of contractual safeguards incentivizing the contractor to act in the client's best interest (2004):

- A change of pay-off structure by increasing the cost of self-interest activities so that there are penalties for opportunistic behaviour and;
- A reduction of monitoring cost by increasing the transparency of the relationship and clarify the objects of monitoring.

The relation between the contractual governance and relationship governance is also researched by Zhi Cao and Fabrice Lumineau. The basic difference between the two forms of governance is the capturing of roles, obligations, responsibilities, contingency adaptation, and legal penalty which are specified in formal agreements in the first while relationship governance focusses on trust, flexibility, solidarity, information exchange, fairness captured in informal rules and procedures. Both contribute to the performance outcomes of opportunism, satisfaction and relationship performance (Cao & Lumineau, 2015). Achrol and Gundlach view contracts as legal safeguards which can be written to include control over critical decisions as well as provide mechanisms for flexibility and adjustments of performance. Focusing on legal contracts, the results from their study suggest these documents are largely ineffective in mitigating opportunism as studied directly and as brought about through asymmetric commitments. Achrol and Gundlach conclude that contracts are not written with a specific view to the threats of opportunism (1999).

However, they also state that there is a three-way interaction between comparative commitment, contracts and relational norms. Thereby, contractual preferences determine the distribution of rights which is crucial for the possibilities of each party to control de performance activities. Hence, contractual governance constitutes an intervening (mediating) variable between motivational intent and outcome (Nielsen, 2010). From this, the importance of contractual governance, safeguards and incentives in particular, can be assigned to the fact that the contract captures the motivational intent. As this is what determines the outcome, it is important to align those.

Client and contractor behaviour can be aligned through the use of performance incentives (Meng & Gallagher, 2012). According to Rose and Manly, they can be used to motivate parties to work harder and smarter in pursuing high-order performance objectives (2011). As the quote illustrates, incentive mechanisms are mainly seen as ways to complete a project in minimum time, at minimum cost, and with the best quality. Time incentives are generally paid to the contractor in the form of a bonus, e.g. a certain amount for each day of early completion (Arditi, Khisty, & Yasamis, 1997). Share or savings incentives, schedule incentives and technical performance bonuses incentivise contractors to perform at minimum cost (Bower, Ashby, Gerald, & Smyk, 2002). Quality incentives are, like time incentives, paid in the form of a bonus in the form of a retainage for undesirable performance or possible prolonging of the contract. Performance generally is measured on things that have an effect on the schedule or cost such as quality, safety, technical management, utilization of resources, productivity and responsiveness (Bubshait, 2003). As discussed in the Objective, incentivizing the contractor to perform above his offered expertise for less money is undesirable. Even if the contractor manages to deliver before the agreed handover date or under budget, this results in an unforeseen responsibility for the client to which he must adjust. From a Best Value point of view, the contractor is rewarded for handing over *on* time and *on* budget with client satisfaction. This is the bonus and take-away for future procurement procedures.

> Meng & Gallagher (2012)
> If completion on time, on budget and with the specified quality is considered as normal performance, the purpose of an (dis)incentive scheme is to motivate the contractor for excellent performance or demotivate the contractor for poor performance.

INSIGHTS ON REGULATION

This section on regulation concludes with the following insights which are used in section 2.6 to identify alleged hurdles:

(11) According the procurement law; the principles should always be respected and form the foundation for the client's and contractor's actions when engaged in a collaboration.
(12) According the UAVgc; the content of the client's request prevail on the project plan.
(13) According various authors; performance incentives influence the behaviour of both the client and the contractor by incentivising to complete the project in minimum time, at minimum cost and with higher quality.

2.5 THE BEST VALUE PROCEDURE

The practical application of the Best Value philosophy is a four-phased procedure guiding the client and the contractor in their collaboration towards handover. The procedure stretches from the moment a sponsor at the client's organisation is identified and the intent to outsource a need using Best Value is expressed to the realisation of the project. The procedure cannot be followed one sided; all parties involved must be committed to the activities, roles, communicating documents, deliverables and objectives. This results in a two level process:

1. The procedure identifies the best performing contractor available (results in contract)
2. The procedure guides the collaboration during execution (results in project goals).

During the first level, the one-on-one collaboration is not formed yet. Multiple contractors try to show themselves in their best light. It is in the interest of both that the most matching party remains after the selection and elucidates on his offer. The second level involves a relationship between the two parties: client and selected contractor. By providing a detailed description of the procedure this section works towards an understanding of the kind of relationship the procedure is expected to produce.

IN DETAIL

The procedure is composed out of the four phases of figure 9. The first step is the preparation of both the client and the contractor. Before the client can initiate the BV procedure and communicate with potential contractors he needs to set a strategic context for the intended project. At the same time Best Value asks from contractors to specify their core competence in order to have an efficient presence in the market. In this way they can quickly respond to new tender announcements. Received offers are reviewed by the client in order to come to a selection of the best performing expert. Only this single contractor is invited for the clarification phase where the project is elucidated in detail. The actual execution of the project should be just a matter of doing as the project plan is prepared and agreed upon. The implementation of the four phases in detail is discussed next as well as the role description of both the client and contractor. A full description of the components and responsibilities can be found in appendix I (p. 117). This description is based on the Dutch interpretation of the Best Value procedure as described in 'Prestatieinkoop: met Best Value naar succesvolle projecten' (Van De Rijt & Santema, 2013) and 'Prestatieverkoop: klanten winnen met Best Value' (Verheul, Rydell, & Santema, 2013).

Figure 9: The 4 phases of the Best Value procedure, source: [copy] Prestatieinkoop (p. 43) by van de Rijt and Santema, 2013, Graphicom International, Pijnacker, Nederland

PREPARATION

A Best Value procedure starts with a client drafting a tender guide and collecting the relevant information for contractors to make a suitable offer. This primarily exist out the client's understanding of the project goals, the functional scope, planning of the tender procedure and the weighing factors. Another element is the disclosure of the ceiling price, offers which are out of reach are avoided by doing so. The preparation phase is concluded with a market briefing for all interested parties. During this briefing, potential contractors are introduced to the intended procedure including its underlying principles and receive an elaboration on the provided information. This is also the moment where contractors can present questions which will be incorporated in the information notice. After the client communicated his request for proposals, it is the turn of the contractors. They wright down why they are the most suitable party to execute the project in a proposal consisting of a performance underpinning, risk dossier, opportunities dossier and price and they introduce the key players they have available. This is illustrated by Figure 10 and further elaborated in appendix I.1 preparation on page 117.

Figure 10: Systematic representation of the preparation phase, source: own ill.

SELECTION

The first assessment is of the written documents. The contractor is asked to demonstrate that he is capable of executing the project and realising the goals in a performance underpinning. It contains statements about the offered performance which are underpinned with dominant information. Secondly he must submit a risk dossier where he articulates the risk he identifies upfront and which mitigation measures he proposes. The focus in this document is on risk outside of the contractor's sphere of influence. The last written document contains opportunities which add value seen by the contractor, important is that these opportunities are additions to the realisation of the project goals. Figure 11 describes how is determined which contractors continue to the interviews. These form the most important step during the selection as Best Value argues that the key players are the best indicator for project performance. These people are asked to express their view on the project in a dominant way, this process is discussed in appendix I.2. Last item to be assessed is the price which was kept unknown until the prioritisation. It produces a ranking decision by adding or subtracting the monetized values of the qualitative scores to the price. An example of this assessment can be found in appendix I.5 on page 123. The ranking decision is the result of the steps shown in figure 11 and provides clear insight in the over performing contractor which is best at removing the client's concerns about the project.

Text box 5: Scoring model

DOMINANT SCORE

The written documents are scored by all individual team members using a dominant scale:

10 being dominantly good
8 being reasonable to good
6 being neutral
4 being moderate to insufficient
2 being dominantly unacceptable

The individuals don't know the accompanying contractors and their offering prices. The individual scores are discussed and an objective consensus is reached. The key players belonging to the proposals scoring a 6 or higher are invited to the interviews.

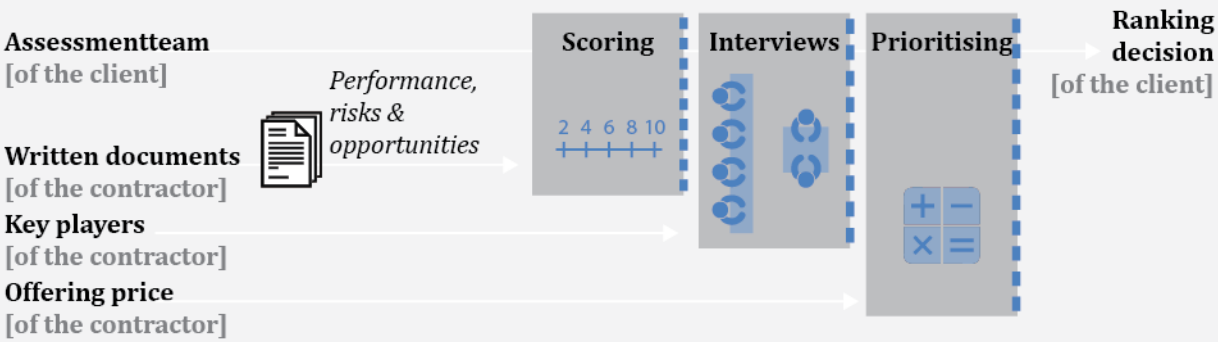


Figure 11: Systematic representation of the selection phase, source: own ill.

CLARIFICATION

The ranking decision is communicated to all interested contractors and the one preferred contractor gets the opportunity to work out his proposal in detail. He gets the time to plan the project from start to finish, show what his offer precisely looks like and demonstrate he will be able to realise this offer with the minimal risks and a satisfied client. The procedure shown in figure 12 is aimed at clarifying the offer of the preferred contractor, assure this offer is acceptably answering the client's project goals, align expectations and the approach to risks, crystallise the performance indicators and operationalise the measurements of those. The first step in this phase is the kick-off where all the key features and points of interest are reiterated, as elaborated in appendix I.3. This kick-off meeting is followed by a period of work preparation where the expert is given room to bring about all the necessary details and take away any concerns of the client. It is also the starting point from which the contractor is expected to be in the lead and the client is expected not to interfere anymore. During this phase meetings between the client and contractor are organised to provide input for the project plan. This phase is ended by the award meeting in which the project is adjudged. The client now buys the project plan from the contractor because it is the best available offer within the context of the project.

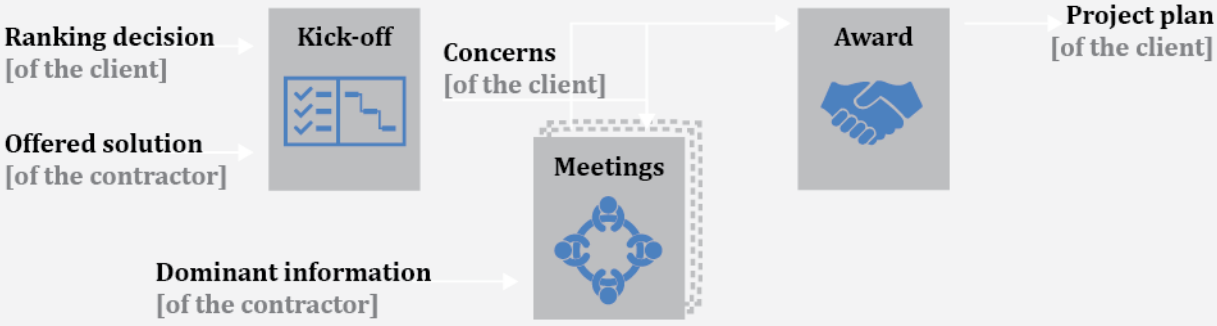


Figure 12: Systematic representation of the clarification phase, source: own ill.

EXECUTION

Both parties are now maximally prepared for a smooth execution phase, the foundation has been laid for a successful project. If a contractor acts conform the risk dossier and mitigates unforeseen events, the price for these needed mitigations measures are for the client. He stays financially responsible for deviations which are not caused by the contractor himself. The contractor is only responsible for the activities falling within his scope. In order to minimise and manage deviations the Weekly Report (WR) is used. It is a document showing all deviations on the drafted KPI's, also explaining its causes and mitigation actions. By doing so, the WR demonstrates the current status of the project with dominant information. The clients responds to this report with a score showing the level of satisfaction regarding the approach of the contractor to minimalize impact of the deviations on the project goals. The procedure for the weekly report is elaborated in appendix I.4. The execution phase, shown in figure 13, ends with the realisation of the project goals.

Figure 13: Systematic representation of the execution phase, source: own ill.

INSIGHTS ON THE PROCEDURE

This section on the BV procedure concludes with the following insights which are used in section 2.6 to identify alleged hurdles:

(14) During the preparation, the client articulates the project goals in functional requirements ("what") and gives the market the possibility to offer their expertise ("how").
(15) During the selection, the client selects the over performing contractor based on dominant information that the offer results in the realisation of the project goals.
(16) During the clarification, the contractor is given the chance to elucidate his offer in detail and response to the concerns of the client resulting in a project plan bought by the client.
(17) During the execution, the contractor realises the project plan as agreed upon and reports based on deviations in the weekly report.

2.6 CONCLUSION: THE ALLEGED HURDLES

The Best Value philosophy is embodied in the procedure to realise the claims made by Kashiwagi, van der Rijt and Santema. This chapter explores how the Best Value philosophy and the theories on collaboration, opportunism and regulation are reflected in the BV procedure. The insights of those theories provide explanations for the way clients and contractors are expected to behave during the procurement transaction. The problem definition states that the desired and delivered performance are not easily aligned. Why does this (not) happen? Discrepancies are identified to provide a first answer. Indicated as alleged hurdles, these ideas attempt to provide an explanation based on the numbered insights articulated in the previous body of theory. It is expected, but not yet proven, that the following alleged hurdles forms an obstacle for the alignment of desired and delivered performance. This is illustrated by figure 14.

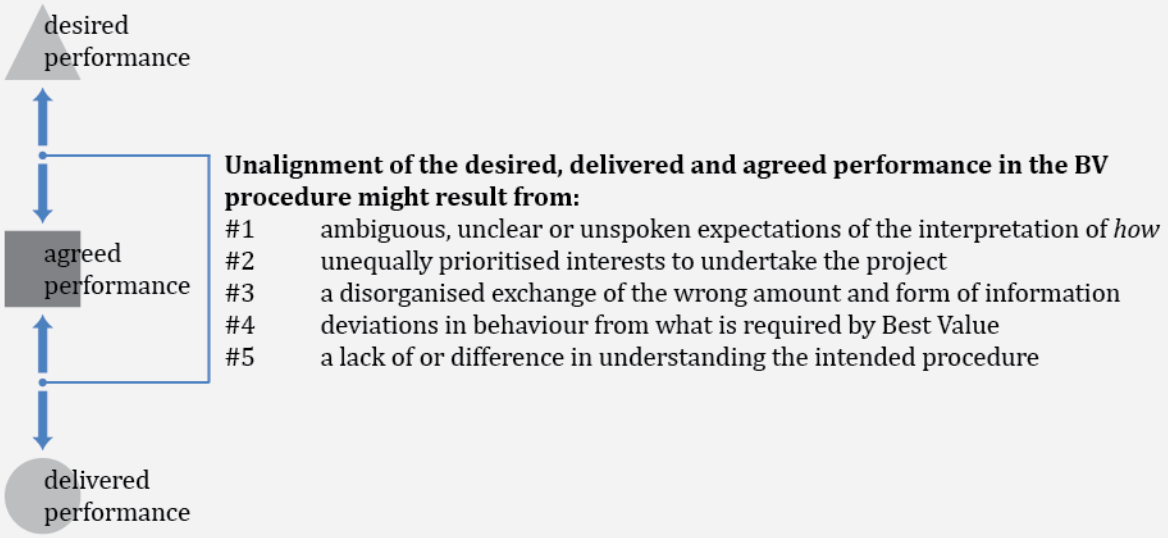


Figure 14: Stated alleged hurdles based on the literature, source: own ill.

ALLEGED HURDLE #1: ATTENTION FOR *HOW*

One of the Best Value principles is the idea that an expert can identify "what" to do and "how" to do it (2). This is reflected in the procedure when during the clarification phase this is the suggested party to elucidate the details of the project (16). The client buys the project plan and the execution is a matter of realising the project plan as agreed upon (17). This leaves little possibilities for the client to influence the interpretation after selection. Therefore, limiting the gap between desired and delivered performance requires uniform expectations about the "how", i.e. the practical detailing of the solution. According bounded rationality, the client is limited by the available information, cognitive limitations and finite amount of time when making decisions (7). This leads to the idea that unalignment might develop when ambiguous, unclear or unspoken expectations of the interpretation of "how" exist resulting from the limitations articulated by bounded rationality. This alleged hurdle also comes to light when looking at the UAVgc as this makes the interpretation of "how" the responsibility of the client (11) creating possibilities for the client to interfere with the expert. Best Value provides no answer for this matter as the client is instructed to stay away from the "how" as this is fully outsourced to the expert.

ALLEGED HURDLE #2: COMMITMENT TO PROJECT GOALS

According various authors, a mature collaboration contributes to the project performance which includes agreement on the end result by the client and contractor (4). This is reflected in the procedure when the client selects the contractor whose offer best contributes to the client's project goals (14). Thereafter, the client can express concerns about the realisation of the project goals (15), but the intended end result is fixed by the fact that an offer is selected providing the best available solution. This leaves little steering possibilities when the contractor tries to pursue his self-interest. Therefore, limiting the gap between the desired and delivered performance requires goal alignment. According Williamson, friction, for instance due to misunderstandings about the end result, lead to transaction cost (6). This leads to the view that unalignement might result from unequally prioritised motivations to undertake the project and high costs resulting from trying to align them. These motivations can be influenced by performance incentives (12). But, asking from the expert to deliver a performance deviant of his offer is not according the BV philosophy. The answer provided by Best Value is the need for the contractor to deliver a good performance in order to succeed in the long term. This does not respond to the self-interest seeking with guile, i.e. presence of opportunism, of individuals and/or in the short term.

ALLEGED HURDLE #3: POSSESSION OF INFORMATION

According IMT, dominant information must be used to minimize risk (1) because a lack of information leads to decision making which is the main difficulty in understanding reality. This is reflected in the procedure through inviting the market to show their expertise (13) and providing the selected contractor with a chance to elucidate his offer (15) using dominant information to demonstrate his offered solution. The preferred relationship during the procedure articulated by Kashiwagi, van der Rijt and Santema is characterised by transparency, clarification and performance information (5). Therefore limiting the gap between desired and delivered performance requires an open and transparent information system. According principal agent theory, information systems curb opportunism (8) by informing the client and contractor. Procurement law fortify this by imposing the principles which must be respected (10). This leads to the idea that unalignment might result from a disorganised exchange of the wrong amount and form of information. Best Value suggest that the exchange of information should be based on deviations (16), if the weekly report is empty the client should know that everything goes according the project plan resulting in less monitoring cost. The alleged hurdle possession of information questions if the clarification and execution phase provide enough guidelines for the client and contractor to implement a sound information system.

ALLEGED HURDLE #4: PERCEPTION OF ROLES

According various authors, a mature collaboration contributes to project performance and includes a clear understanding of roles (4). This is reflected in the procedure by the articulated characteristics of the preferred relationship (5). The client should let go of his accustomed role of manage, direct & control and adopt a role of listen, align & observe instead so the contractor can take a proactive leading role defined by initiating, coordinating and analysing. When these role descriptions are not adopted parties fall back in traditional behaviour, undermining much of the philosophy. Therefore, limiting the gap between desired and delivered performance requires an explicit clear collaboration. One of the parties might develop the feeling that the other party is not walking the predefined path, is uncertain about the understanding of the project goals or finds it difficult to remain absent from traditional behaviour. According various authors, control mechanisms provide possibilities to deal with this feeling (9) through behavioural, output and social control. This leads to the idea that unalignment can arise when the behaviour of parties deviates from what is required by Best Value. The Best Value procedure offers the weekly report as main steering possibility and relies on the urge of the contractor to achieve high client satisfaction by displaying his expertise. It does not provide a clear solution for the articulated obstacle. When challenges arise parties have little guidelines to redirect unwanted behaviour of the other party, creating the alleged hurdle of perception of roles.

ALLEGED HURDLE #5: UNDERSTANDING OF BEST VALUE

According van Duren, full implementation of Best Value leads to the claims made by Kashiwagi (3). These promises, articulated on p. 10, result from adopting the procedure by both parties as a whole. Therefore, limiting the gap between desired and delivered performance requires a uniform understanding and full implementation of the Best Value principles. According van Duren, the procedure includes active components to realign incentives, resolve disputes and support continuity intensions (10). These only result in the intended outcome if the philosophy is understood and embraced in the same way by everybody involved. This leads to the idea that unalignment can exist when a lack of or difference in understanding the intended procedure is present. The philosophy emphasises the need to ensure support of all involved team members, but provides little room to align and guarantee understanding of Best Value throughout the procedure.

3

PRACTICE

IMPACT OF THE ALLEGED HURDLES

The previous chapter concluded with five main assumptions, one being that fully outsourcing the "how" forms an obstacle in achieving alignment of the desired and delivered performance. After all, how can a client articulate an insight upfront he did not reflected on before. If you go to a car dealership and ask for a blue car, what does this say about the vehicle that will be delivered in three months? If the dealer takes you very literal he might start manufacturing a totally blue car, including the pedals, floor mats and speedometer. An expert is expected to relate to your need, so hopefully will choose a nice blue spray-paint and matching black leather interior. But, in the paint store he discovers turquoise is way cheaper and readily available. During the delivery period you drive across a car of which the type of blue is very appealing and you suddenly realise there are many different types of blue. Should you go and tell the dealer or wait for the delivery date?

This chapter explores the existence of the alleged hurdles in practice by evaluating four cases which used the Best Value procedure. It is researched if they have an impact on the alignment of desired and delivered performance; i.e. the triangle, square and circle of figure 2. This chapter starts by designing the case study, drafting a protocol and selecting cases. Thereafter the case descriptions describe the Best Value procedure the four clients and contractors went through and the insights on the impact of the alleged hurdles in each specific. By doing so, this chapter is step (b) of the research framework (p. 6) and shown below in figure 15. Every case description concludes with the observed impact of the alleged hurdles which is later used to determine which hurdles are observed throughout the majority of cases.

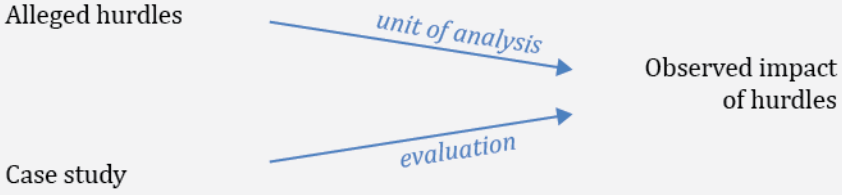


Figure 15: Step (b) of the research framework: an evaluation of the alleged hurdles in practice results in the observed impact of the alleged hurdles, source: own ill.

3.1 THE CASE STUDY DESIGN

The aim of the case study is to obtain insights about the alleged hurdles in practice. The impact is evaluated to trigger improvements of the client – contractor relationship in future Best Value procedures leading to better alignment between the desired and delivered performance. The cases are used to understand the underlying challenges and behaviour for an alleged hurdle to have (or not to have) an impact in practice. Emphasis is placed on understanding the practical perceptions of key players so the next chapter can focus on generalising the acquired observations.

THE EMBEDDED MULTIPLE-CASE STUDY

The embedded multiple-case study design as shown in Figure 16 forms the starting point for the case study design. In this way, replication of the observations on the alleged hurdles can take place. If the same impact can be assigned to an alleged hurdle in multiple cases this forms a motive to further analyse the underlying general challenges and behaviour. This idea is set out by Yin and boils down to obtaining a literal replication by multiple cases predicting the same results or theoretical replication when multiple cases produce contrasting results but for anticipated reasons (2014). The design indicates that the initial step of the study consists of theory development, which is provided by the previous chapter. Thereafter, each individual case study consists of a whole study, in which convergent evidence is evaluated regarding the impact of the alleged hurdle in that case. Before the case study can actually be executed, a selection must be made of cases and a protocol to systematically collect the needed data must be constructed. The main unit of analysis is the unalignment of desired and delivered performance. This is broken down into the impact of each alleged hurdle:

- **U I.** Impact of hurdle #1: Attention for *how*.
- **U II.** Impact of hurdle #2: Commitment to project goals.
- **U III.** Impact of hurdle #3: Possession of information.
- **U IV.** Impact of hurdle #4: Perception of roles.
- **U V.** Impact of hurdle #5: Understanding of Best Value.

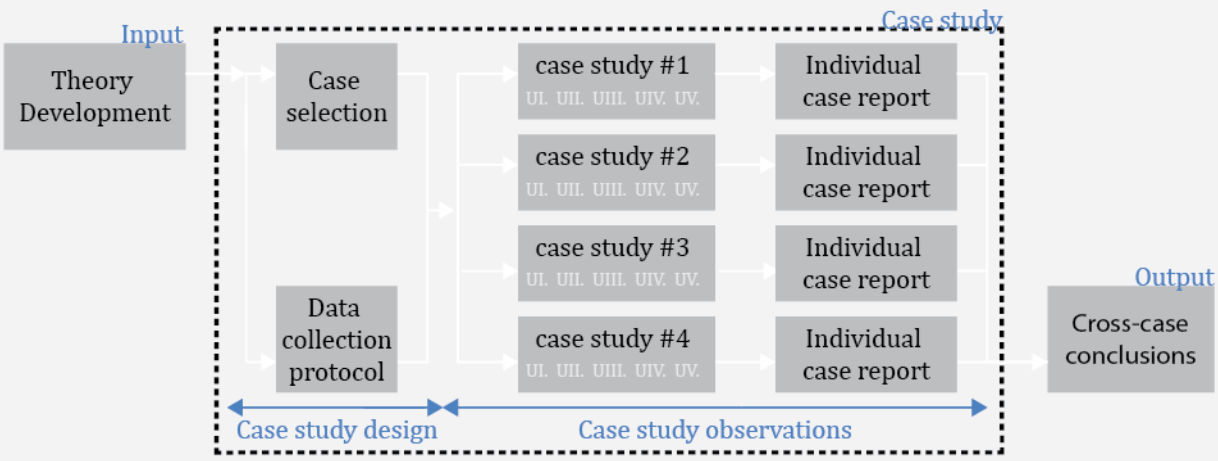


Figure 16: The case study design, source: own ill.

Three outcomes are anticipated for the evaluation of each of the alleged hurdles. An alleged hurdle can turn out to have a negative impact on the alignment of desired and delivered performance and observations about the challenges and behaviour by which the alleged hurdle is characterised are obtained. In this situation, the alleged hurdle is concluded to be a hurdle and will be addressed in the effort to optimize the client – contractor relationship. An alleged hurdle can have a positive impact on the alignment of between desired and delivered performance, i.e. reducing the distance of the desired or delivered performance to the agreed performance. In that case it can be seen as an assistance rather than an as obstacle. From this a lesson can be drawn in the cross-case analysis

BEST VALUE WERKT

In May 2014 a book was published with the experiences from current practice with Best Value (Van De Rijt & Witteveen, 2014). Twenty certificated Best Value experts share their knowledge in an article describing the lessons learned of the cases they were involved in. The cases are very diverse in term of industry, type of project and magnitude of the project. Two cases are selected from this book which are analysed up to the awarding. The book was published when these projects were not yet in execution, that is the reason the lessons learned could not yet be drawn from this phase.

Text box 6: Best Value werkt

if the alleged hurdle is observed to have a negative impact in other cases. The alleged hurdle can also be observed to have no impact in the case. This means the alleged hurdle cannot be assigned a dominant relationship with the difference between desired and delivered performance based on the evaluated cases and is not further analysed. Once all alleged hurdles are assigned an impact in each case a cross-case overview is formed. An alleged hurdle is further analysed in the next chapter if the alleged hurdle has the same impact in most cases.

RESEARCH SOURCES

The data collection needs to be organised in order to successfully collect information in a systematic way when executing the case study. Several research sources are used to explore the alleged hurdles in each case. Basic information about the project is obtained from the tender guide and descriptions about the client, contractor and the project. The collection of publications on several cases described in text box 6 is consulted as well. This book articulates lesson's learned in each publication. These are used, if present, to better understand the collaboration up to awarding. The project plan is also reviewed to see how the tender guide is translated into a project plan and what such a plan entails. The main information is obtained through interviews performed during execution phase which is further elaborated below. An overview of the different sources of information is shown in figure 17.

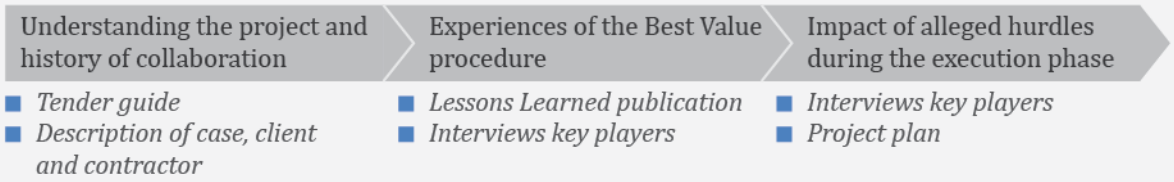


Figure 17: The case study approach, source: own ill.

INTERVIEWS

Interviews are conducted for each case with a key player of the client, a key player of the contractor and the BV expert who supervised the process. The characteristics of someone to be a key player are:

- having decision power;
- being a central team member and connected with most actors;
- involved from beginning to end;
- having overarching responsibilities.

The key players are asked for their perception of the different alleged hurdles. Figure 18 shows this approach. This figures shows the units of analysis on the left and the different key players horizontally. Every key player is interviewed about the topics in blue. There is a difference in the way the alleged hurdles are presented to the client or contractor and to the BV expert. The direct perception is observed from the first two. The Best Value expert does not share the same interests or perceptions with one of the parties because he has a more distant coordinating and advising role. This actor has a background in Best Value, understands the philosophy and knows how it is embodied in the procedure.

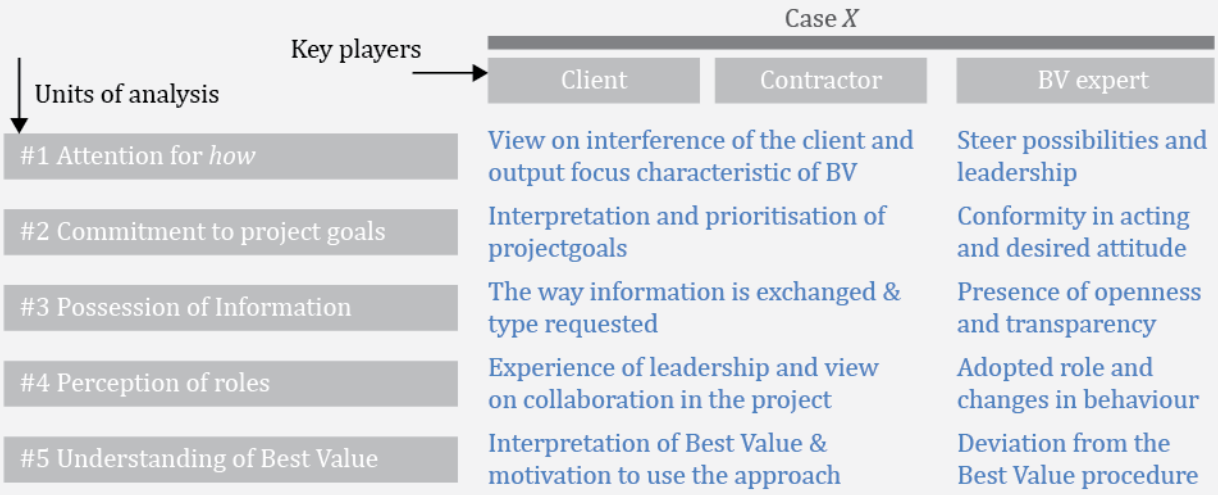


Figure 18: The units of analysis versus the units of observations, source: own ill.

Attention for *how* is incorporated in the case study by creating an image of the level of output focus the client and contractor experience in their project. It is also researched by looking into the level of interference with the approach of the contractor exercised by the client. The Best Value expert is asked what his observation is regarding the leadership and control attempts.

Commitment to project goals is assessed by asking both parties to give their definition of project success in the specific case. The Best Value expert is consulted in order to find out if the client and contractor actually act as they think they do. The expert has a more overarching viewpoint allowing him to assess the way the goals are communicated and complied to.

The possession of information is mainly tested by the amount of insights both parties have in each other's activities. The experiences with the used means of communication to provide the client and contractor information about the activities during the clarification and execution phase are evaluated. Therefore, it is also asked how these document are implemented in practice. From the Best Value expert is asked to what extend the client is open to the expertise of the contractor and to what extend information is transparently shared.

Perception of roles is reflected by the description of behaviour given by both parties and the way client and contractor would describe their relation. In this way it can be assessed to what level they have a mature collaboration and adopt the intended Best Value role. Again, the Best Value expert's observation is used to form an image about the attitude of both parties and consistency in behaviour.

Understanding Best Value is measured by the way client and contractor interpret Best Value and which difficulties they experienced. Their experience with the method are asked as well as their motivation to adopt the Best Value principles. The knowledge of the Best Value expert is used to check to which extent the pure form of the procedure is implemented and where, when present, deviations have taken place. And if procedural components are added or left out, the perceived effect is sought-after.

CASE PROTOCOL

The validity of the case study is enhanced by following a specified approach. A protocol covers all the procedures and other instruments that may be part of the data collection, but the most important part of the protocol is a series of queries posed to the evaluator, not any respondent (R.K. Yin, 2012). This structure makes sure that the researcher followed the same approach in each case preventing respondents from becoming biased. If the approach as shown in figure 19 is followed consistently, the results are comparable and discrepancies in the observations become recognizable.

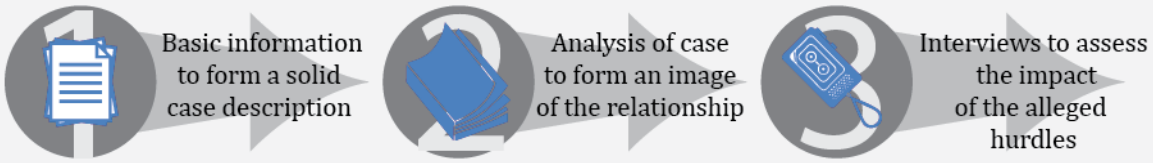


Figure 19: The case protocol, source: own ill.

The first step in every single case study is the formation of a framework. This framework is built from the tender guide and description of the case and involved parties. From there, all subsequent steps fall within this framework. It sets the context for the development of the client – contractor relationship and illustrates the challenges faced up to the execution.

Second activity is the analysis of the relationship up to the execution. The cases which are subject to analysis are currently in execution. Therefore, a history is present leading up to the current situation. This process from publication of the tender guide to signing the contract probably has known struggles which have to be understood before conducting the interviews. This second step sets a context for the answers given in the interviews.

Last activity before constructing the individual case reports is conducting interviews with the key players. This leads to observations regarding the challenges and behaviour of the contractor and client. Through the interviews and the project plan an image is formed about the impact of the alleged hurdles. The responses given are applicable to the case description drafted in the first step and follow the interaction in the clarification phase set out in step 2. An extensive description of the interview protocol, covering the questions and followed procedure can be found in appendix J.2 Interview protocol (p. 129).

3.2 THE CASE STUDY

The case selection is determined by two factors. Feasibility must be met, this entails that the key players are willing to participate but also that the case study can be done within the timespan available for this research. Second factor is similarity. If the context of the project is most similar, the certainty of attributing an impact to an alleged hurdle is higher. For this reason the cases fulfil the following conditions:

- All four phases of the Best Value procedure are adopted so the effect of all components can be assessed.
- The projects are in the execution phase because this gives the most accurate information about current difficulties.
- A certified Best Value expert guides the parties during the procedure so that the proper execution of the procedure is guaranteed.

The starting point for the selection of cases is the series of published articles on different Best Value projects in the Netherlands described in text box 6. From these projects it was certain that they would fit the requirements and this research formed a good occasion to use the insights from those cases. After scanning the published articles on the conditions all suitable projects were approached to see if it was possible to use them as cases for this research. The key players of two cases turned out to be willing to participate within the timespan available. Thereafter, it is chosen to complement them with two more cases not described in the publication. Therefore authors were approached to get access to more cases. Table 3 provides an overview of the selected cases. The framework contract for the structural maintenance of municipal buildings and the expansion, renovation and maintenance of the care facility are published in “Best Value werkt” by van de Rijt and Witteveen, the other two came from contact with other authors of that same book. The interviews are conducted in December 2014 and January 2015. During this period all projects were in the execution phase or into force.

Case	Parties	Scope	Timespan
Realisation and major maintenance of sports facility "de Omzoom"	Municipality of Zaandam Contractor Antea Group External BV expert	Athletics, korfball, baseball and softball fields, road access, parking facilities, watercourses, landscaping, hike and cycle tracks, utilities and 10 years of major maintenance	March '14 - Fall of '15 (expected) and maintenance untill fall '25
Framework contract for the structural maintenance of municipal buildings	Municipality of Amsterdam Contractor ABM Belbouw Internal BV expert	construction work and small-scale projects in the city hall, theatre and official residence	August '13 - dec of '16 (with a one time option for the client to prolong with one year)
Multiservices for Province locations	Province of Noord-Holland Contractor Eurest Services Internal BV expert	catering, bathroom supply, cleaning and security	February '14 - dec of '19 (with a five time option for the client to prolong with one year)
Expansion, renovation and maintenance of care facility 't Brook	Cicero Zorggroep Contractor Mertens External BV expert	A new constructed nursing department (32 rooms, 1 guestroom and support functions), internal renovation and expansion of current buildings and 10 years of total maintenance	January '13 - January '15 and maintenance untill January '25

Table 3: An overview of selected projects for the case study, source: own ill.

THE CASES

This section contains the individual case reports. First a description of the process the client, contractor and BV expert went through is given. Next the observations on the impact of each alleged hurdle are elaborated. Each case report ends with an overview of the observed impact of each hurdle in that case. An overview of the interviewees is given in appendix J.1 Interviewees (p. 128) and indicated in the text as follows:

- CT #*X* Client of case *X;*
- CR #*X* Contractor of case *X;*
- CO #*X* Involved BV expert of case *X.*

CASE 1: SPORT FACILITY 'DE OMZOOM'

The thoughts of two projects, the realisation of integrated sport facilities and the creation of recreational tracks were present at the municipality of Zaanstad for a couple of years. The athletics, honk- and softball and basketball fields where outdated which formed direct motivation for the first project. By combining the two projects with a strategic location, it became financial feasible to realise the desired level of quality (CT #1, 2014). Challenging is the marshy ground on which the facility has to be build. Different consultants provided different perspectives on the resulting technical specifications which was the trigger for the municipality to use Best Value (CO #1, 2014a; CT #1, 2014; Gemeente Zaanstad, 2014c). By turning around the question, the market was put in the position to come up with expertise and responsibility for the solution. Best Value offered a way to deal with the challenging soil conditions, nuisance for the neighbourhood, unburdening of the municipality and interfaces with additional parties (CO #1, 2014a).

> Gemeente Zaanstad (2014)
> The contracting authority is looking for a performance-based contracting party for the realization of an efficient and sustainable sports park plus recreational cycling and hiking trails in Zaanstad (Assendelft), in a polder which has limited capacity and whose soil structure varies. The final design forms the starting point. The sports facilities have to meet the standards of the NOC – NSF and the relevant sports associations and the requirements of the various future managers.
>
> The municipality, management organisation consisting out of three sports club, the Hoogheemraadschap Hollands Noorderkwartier (HHNK) and the Recreatieschap Alkmaarder- en Uitgeestermeer (RAUM) will be maximally disburdened by the contracting party with respect to the realisation and (smooth) handover of the work, including 10 years of major maintenance. The nuisance during execution of this work for the environment is minimal.

A project team was composed of employees with a legal, procurement, project management, design, maintenance and cost background. The municipality was guided by an external Best Value consultant when making decisions throughout procedure, who also elaborated on the philosophy. The core team was characterised by the consultant as open, competent and very eager to learn. The Best Value procedure is completely followed, including the philosophy, according the Best Value. Both parties seem to understand Best Value and generally act accordingly, although this is challenging (2014a). The tender was based on an already existing design showing the layout including technical details and interfaces with the environment and parallel projects. The different sport associations were given the responsibility of procuring their own club houses individually which created direct interfaces (Gemeente Zaanstad, 2014c). Calculations based on this design resulted in the ceiling price which included the need for ten years of major maintenance and solving of hidden defects in the newly built sports facility.

The final tender guide was placed on TenderNed with the notification of a market briefing (Gemeente Zaanstad, 2014a). The stated project goal is shown in the quote on the right. During the briefing the architect of the final design was available for questions and provided additional information on top of the tender guide. This session was well attended and tumultuous. Most of the contractors came with a negative preconception and criticised the available given time (CO #1, 2014a). A second session was held to deal with the resistance of the market and to give more insights about the Best Value procedure.

Four offerings were submitted on time. There was some confusion about the anonymity of the documents but all submissions were accepted. One contractor had mentioned so many projects by name that he could be easily recognised which resulted in covering the project names. The risk dossier raised the most questions among the core team, those unclear maters were assessed neutral and taken to the interviews. The process of reaching a consensus score on the sets of written documents was not obvious. People were tempted to let their opinion of the technical solution play a role in their scoring resulting in a scoring which lay far apart. In the end, three contractors were invited to the interviews based on their written documents (CO #1, 2014a).

Fictive monetary corrections on the offering price were determined based on the weighing shown in table 4 and there was a dominant preference. Antea won the selection and was invited to a refresher on the methodology and introduction to the clarification phase. The key players came to this meeting and the Best Value expert handed over the lead to Antea.

Award criteria & interrelation			
Ceiling price		€ 5.600.000	
Performance underpinning	15%	€ 840.000	Maximum fictive reduction
Risk dossier	25%	€ 1.400.000	Maximum fictive reduction
Opportunities dossier	10%	€ 560.000	Maximum fictive reduction
Interview 1	15%	€ 840.000	Maximum fictive reduction
Interview 2	15%	€ 840.000	Maximum fictive reduction

Table 4: The award criteria and weighing of case 1: De Omzoom, source: [copy] "Gunningscriteria" by gemeente Zaanstad, 2014, Offerteleidraad Europese openbare aanbesteding Aanleg Sportpark De Omzoom, p. 31

Antea organised the kick-off and elaborated on their approach and elements that needed to be fine-tuned in this phase (CR #1, 2014). They also introduced a new person with a long track record in writing traditional specifications. This led to a focus on details including additional work if quantities were exceeded. Bickering about one meter cable was not as the municipality had intended to (CO #1, 2014g; CT #1, 2014). Both parties were looking for the right way to deal with the clarification phase as they felt thrown to the wolves (CR #1, 2014; CT #1, 2014). The municipality expected Antea to take control and show their expertise while at Antea, they sought for the right way to put everything on paper correctly. It was different from the UAVgc contracts or RAW specifications they had experience with, so Antea had to determine what to put in the project plan and the level of detail to adopt (CR #1, 2014). This was also exposed when allocating the risks. The municipality had the tendency to lightly wright of a risk towards Antea (CO #1, 2014g). Once the clarification phase was fully started Antea experienced a tendency to "do it together on an equal level" (CR #1, 2014). The municipality knew they had found an expert contractor, but this did not mean they were naturally adopting a Best Value approach. This is discussed during the clarification phase and all concerns were taken away when the project plan was agreed upon (CO #1, 2014g). The course of events led to the lessons learned of text box 7.

LESSONS LEARNED

From the interview with the Best Value expert about the process up to the execution phase several lessons learned are distracted which are related to the behaviour of both parties:

- There was resistance from the market which resulted in a need for more information.
- Objective scoring of the documents and interviews was challenging.
- The start of the clarification phase was coloured by a mismatch in expectations.
- Selecting the expert does not mean he is also an expert on Best Value.
- The contractor and the client were looking for more guidelines during the clarification phase.

Text box 7: LL 'De Omzoom'

In their project plan, Antea showed which responsibilities were included in the offer, what exactly is executed by Antea and the effort expected from the municipality. This plan describes the scope and several elements of project management. Under scope it states the assumptions underlying the design and realisation of the facility and awarded opportunities. For the project management part this document elaborates on controlling the project using KPI's to assess the delivered quality, planning and methods of working. Other elements set out by Antea in this plan are the means of communication, planning, procedures and document management. Thereby it elaborates on topics as sustainability, safety and flora and fauna (Gemeente Zaanstad, 2014f). The plan does not contain the detailed drawings or reports on all investigations, it mainly described the approach for realising the final design and execution plans during the phases of the project.

Large earthwork is executed at the moment of analysis, once the earth has settled the realisation of the actual sport facilities will start. The clubhouses are being built by a different contractor, but Antea is responsible for the coordination on site. If all goes according schedule, the sport park will be finished on the 25th of November 2015 (CO #1, 2014g; CR #1, 2014; CT #1, 2014).

Observations on the attention for how

Discussions about details and ambiguous expectations about the practical interpretation of the project goals had a negative impact on the gap between desired and delivered performance. As the project was worked out already, the municipality had to go back to functional requirements and determine which part of the interpretation had to meet fixed specifications and were freedom was allowed (CT #1, 2014). The Best Value expert elaborates that it should not be of interest of the municipality how this free room is interpreted, a pure focus on the end-result is difficult however. Both parties recognised the tendency to talk about details, especially during the clarification phase (CR #1, 2014; CT #1, 2014). They expressed the difficulty to keep emphasis on the main issues. The municipality is curious to see how Antea realises the sport facility and wanted to deepen the project into exact details before awarding the contract. Antea placed the detailing during the execution phase and planned how the details were going to be determined during the

clarification phase, focussing on the process in their project plan (CR #1, 2014). The final drawings are made during the execution phase resulting in unspoken expectations about the interpretation of the project goals. One mismatch of expectations was the payment of permit fees (CT #1, 2014). Described in the tender guide as 'taking care of the needed permits' (Gemeente Zaanstad, 2014c), both parties believed the other would pay for the fees. The functional requirements showed to be open to interpretation: specified as a 'well-functioning sport park', nothing is specifically stated on the surrounding fence which led to a misunderstanding about the height (CT #1, 2014). Throughout the clarification and execution phase the municipality attempted to do a step back but also wanted to keep feeling with the project through questions about details and planned milestones. Antea wanted to take ownership of the interpretation but at the same time be transparently showing the details and seeking approval.

Observations on the commitment to project goals

The goals of both parties were generally aligned yielding no gap, nor was additional emphasis placed on the project goals resulting in a positive impact on the difference between desired and delivered. The municipality had thought over the desired output but saw the technical complexity, especially in engineering the foundation for the athletics track (CO #1, 2014a), and sought additional value in combining several projects (CT #1, 2014). Their desired performance entails a realisation where things go right the first time. The municipality measures the success of this project by the contentment of the sport clubs and recreationists. The recreational tracks for instance are interpreted as successful if used by the inhabitants of Zaandam, but the municipality acknowledges that this is not totally controlled by Antea (CT #1, 2014). Antea has a division fully focusing on sport facilities, therefore they see realising this projects in line with their core activities and building upon acquired experience. Their interpretation of project success is to meet the formulated project goals and earn some profit. In reaching those project goals, the delivered quality is the number one priority. If the quality is not up to the desired level, Antea foresees she will come across problems eventually. Therefore it is most important to have the quality secured, other goals such as time are subordinate (CR #1, 2014). An overview of the way Antea, Zaanstad and the BV expert perceive project success is shown in table 5. Both parties state quality as the main priority, experience no conflict between project goals and centralise client satisfaction.

Party	Project success
Antea	When the formulated project goals are met and we had the ability to earn some profit on the project.
Zaanstad	When the sportpark functions properly and the sportclubs are content for the next 10 years.
BV expert	When both the client and contractor are content with the result at handover.

Table 5: Formulation of project success by the key players of case 1, source: CT #1, CR #1 and CO #1, personal communication, Dec. 2014

Observations on the possession of information

The intensive sharing of information through several media reduced the gap between the desired and delivered performance. Through all phases, information was widely present and transferred. The municipality articulates having more insights in the processes surrounding the project, e.g. the wishes of the sport clubs or technical alignment with the surrounding utilities. Antea increased their knowledge about the site during the clarification phase, thereby focusing on technical information. From this starting point, the municipality and Antea experience a transparent sharing of information (CR #1, 2014; CT #1, 2014). The municipality had made all their information available for the contractors before they submitted an offer. This information is perceived as helpful as Antea would not be able to gather all the information in the small amount of time available. During the clarification and execution phase, communication mainly goes by:

- A fortnight meeting between PM Antea and projectteam of Zaanstad on current matters,
- Weeklies (during execution) to report deviations and to record them,
- A deviation report to further elaborates on the effects of the unforeseen events,
- WhatsApp group for daily matters, mainly informative of nature (CR #1, 2014).
- Daily communication between the PM Antea and PM Municipality

Interaction between the client and contractor is also how is dealt with new information. When there is a contingency, like the breaching of a small dike outside the project site, consultation leads to a satisfactory solution (CT #1, 2014). Antea feels that proper communication and early problem identification result in more anticipation and a higher project performance. With this approach they are convinced based on information, leading to trust in the collaboration (CR #1, 2014). The Best Value expert observed the interest of the Municipality to get information on the project and saw them start to feel uncomfortable when they did not hear from the contractor. There is a high level of interaction between the municipality and Antea during the clarification and execution phase resulting in parties feeling informed and involved in the activities of the other resulting in alignment of the desired and delivered performance.

Observations on the perception of roles

Both parties faced difficulties in finding a common approach and adopting their (new) role heaving a negative impact on the gap between desired and delivered performance. The municipality focusses on being unburdened and wants to have the feeling Antea has the project under control. This is confirmed by Antea who noticed that the Municipality adopted a reticent attitude during the kick-off, wanting Antea to show what they got. Antea had a stronger focus on collaboration: working together towards the specified goals (CR #1, 2014; CT #1, 2014). The consequence was a startled response which costs time to ease out again (CO #1, 2014g).The kick-off was a disappointment because of a mismatch in expectations (CO #1, 2014g). Although Antea did take the lead during the clarification phase it has led to a higher level of interplay than anticipated by the municipality before they felt Antea fully took the lead. Antea experienced this as positive support (CR #1, 2014; CT #1, 2014). Everybody was very consciously busy with his new role, especially at the municipality side (CT #1, 2014). Antea saw the process more equally to a 'bouwteam' which is a project-related partnership (CR #1, 2014), whereas the municipality has a stronger focus on outsourcing the how question. This was discussed and feedback was given by the municipality. The municipality emphasizes the division between responsibilities, it must be clear who has to take responsibility. When there is a lack of clarity, they try to identify the responsible party (CT #1, 2014). For the BV expert collaboration is to jointly contribute to the end-result. That does mean taking responsibility for one's own activities, but facilitating the other in reaching his responsibilities (CO #1, 2014g). The Best Value expert observes an action – reaction dynamic. If everything is clear for both parties and the client is disburdened he can take on his role more comfortably. This is reached by a contractor who successfully takes the lead, through the creation of transparency in clarifying his plan, identifying lack of clarities in the information and making responsibilities explicit. This interaction can be challenging in practice (CO #1, 2014g). In the detailing and realisation of the sport park, Antea sees no reason not to let the municipality participate in the process. They stimulate the municipality to maintain feeling with the project mainly by informing (CR #1, 2014). At the same time, Zaanstad wants to keep a distance, because they choose Antea to deliver the sport facility and expect them to secure the project (CT #1, 2014). Both parties had to adopt to their new role, this was especially as search during the clarification phase leading to a mismatch in expectations and joint effort.

Observations on the understanding of best value

The Best Value procedure was not naturally adopted, both parties struggled with the terminology, deliverables of the clarification phase and expectations of the outcome leading to a negative impact on the gap between desired and delivered performance. It was the first Best Value process the key players of both parties went through. Within Antea there is experience within another division and they have certified Best Value employees (CR #1, 2014). For the municipality it was

clear from the start that they wanted to be guided through the procedure as they had little knowledge of Best Value. The most challenging aspect during the selection for Antea was the terminology. During practicing the interviews they noticed that they could easily be exposed if not fully aware of the used terminology, e.g. terms as *scope, what's in/what's out, assumptions* and *internal/external risks*. Although they were practising the meaning of them for years, adopting the Best Value wording was a hurdle to overtake (CR #1, 2014). During this phase, the municipality faced the challenge of looking at the offers without any bias. As they had already thought of the project in detail before and knew some of the reference projects, they focused on not letting this knowledge play a role (CO #1, 2014g). Throughout the execution and clarification phase both parties were seeking for guidelines. For the municipality, the clarification phase is seen as the most complicated because they felt that they had to explore the right interpretation and Antea was also searching for the right approach (CT #1, 2014). This is confirmed by Antea who noticed they were looking to the right way to give substance to the project plan. They had to focus on key features while their specialists had the tendency to go into details instead of restraining to the envisioned process (CR #1, 2014). It also showed to be important to get every actor involved from a Best Value perspective. At the municipality it turned out difficult to align the procurement division to the new approach while employees at Antea also had to move away from traditional specifications of all work. Overall, KPI's and the WR were the most challenging elements and the clarification phase was a search for the right approach resulting in a joint effort to find the right interpretation of Best Value.

Observed impact of alleged hurdles in case 1

An overview of the identified impact of the alleged hurdles is given by table 6. In the case study of sport facility 'De Omzoom' is observed that the hurdles of attention for *how*, perception of roles and understanding Best Value had a negative impact on the room between desired and delivered performance. Commitment to project goals was observed to have no impact, it is no dominant obstacle nor assistance in aligning performance. The way and form both parties communicated assisted the alignment by intensive sharing of information the gap was reduced.

Sportfacility "de Omzoom": impact of alleged hurdles

Attention for *how*	Commitment to project goals	Possession of information	Perception of roles	Understanding Best Value
Negative impact	***No impact***	***Positive impact***	***Negative impact***	***Negative impact***
Discussions about details & ambigious interpretations formed an obstacle for the alignment.	Goals were generally aligned yielding no room, nor reducing the difference between desired & delivered.	Intensive sharing of information resulted in better alignment.	Both parties faced difficulties in finding a common approach to the adoption of their role.	Procedure was not naturally adopted, both parties struggled to use the elements as intended.

Table 6: An overview of the observed impact in case 1, own ill.

Case 2: structural maintenance 'DFM Amsterdam'

The Service and Facility management (DFM) Amsterdam enables the use of office and conference rooms for the municipality. Users are provided with fully furnished and facilitated workspaces. One of the current developments within DFM is its directing role in positioning most of the activities at market players. Their experience as a client in past tenders revealed difficulties during execution in the form of many change orders and a high deployment of internal resources. In addition it is recognized that the versatile character of the activities make it difficult to have expertise of all different disciplines within the organisation (Van Den Brink, 2014). DFM expected the market to encounter the same challenges and willing to think about a better approach when given the room. Through Best Value it was tried to find an innovative solution for a problem which was hard to be specified (CT #2, 2014).

> DFM (2013)
> DFM seeks a performance focused contract party for the coming three year which can relieve DFM from all the small-scale daily construction work, maintenance and integrated realisation of projects applicable for the city hall, theatre and official residence with a maximal scope of €100.000 per project conform competitive prices, thereby minimizing the effort and administrative burden for DFM leading to maximum client satisfaction.
>
> Thereby must be taken into account that the contractor must engage in joined-up thinking about the solutions, give maximum interpretation to the policy objectives, offer a low response time and quick processing, take over the coordination between different disciplines and provide an innovative, transparent and verifiable cost model (Gemeente Amsterdam, 2013a).

A project team put together the tender invitation based on the guide they had used before. Central themes for the tender guide were the composition of a ceiling price and the key players asked for the interviews. There was one clear challenge for the project: the organisation of a fair cost model (CT #2, 2014). In addition, the amount of work arising from the framework contract was unclear. In the tender guide the history of yearly total order volume is given as well as the division in order size. In 2012 the volume was over €450.000 while at the moment of writing the tender guide, mid 2013, only €95.000 worth of work was provided. This uncertainty is translated in the tender guide through the statement that no turnover is guaranteed. If work has to be executed with a value above €100.000, this falls outside the scope of this framework agreement. In addition, activities interfacing the construction work (e.g. paint work and carpeting) are separately given to third parties and excluded from this framework contract (Gemeente Amsterdam, 2013a). As the client could not tell how and when the framework contract would be put to use, it was decided to demand only one key player for an interview in the form of the project manager looking over de contract for the whole duration. To limit the amount of interviews it was also decided that the contractor had to have at least a neutral score or fictive deduction on their offering price in order to be invited (Van Den Brink, 2014).

A prior notice was published on TenderNed so the players on the market could take into account the planned market briefings and had access to informing documentation (Gemeente Amsterdam, 2013d). The activities which have to be executed to accommodate the users of the city hall, theatre and residence (combined area of 100.000 m²) vary from hanging a whiteboard to small-scale rebuilding of the layout. Therefore, the client stated the project goal as shown on the right. The activities will stay traditional, but the processes surrounding those activities can change. The framework contract is about the administrative processes surrounding the work, the translation of the client's need to an action of ABM Belbouw (CT #2, 2014). The first briefing was organised around the philosophy, goals and procedure and the second focused on the characteristics of the municipal buildings and their use. During those meetings and in the tender guide was not much specific and practical information provided creating a situation where the true expert with experience could dominantly differentiate himself. The availability of information was limited because not all detailed information was present and it was difficult to make information from the previous contractor public. In response to the documents and meetings questions were asked and answered (CT #2, 2014; Van Den Brink, 2014).

Award criteria & interrelation			
Ceiling price		€ 68.000	
Performance underpinning	20%	€ 13.600	Maximum fictive reduction
Risk dossier	25%	€ 17.000	Maximum fictive reduction
Opportunities dossier	10%	€ 6.800	Maximum fictive reduction
Interview 1	25%	€ 17.000	Maximum fictive reduction

Table 7: The award criteria and weighing of case 2: structural maintenance, source: [copy] "Beoordeling en waardering" by Gemeente Amsterdam Dienstverlening en Facilitair Management, 2013, Inschrijvingsleidraad aanbesteding Bouwkundige werkzaamheden t.b.v. het Stadhuis, Muziektheater en ambtswoning, p. 26

In the selection phase ten offerings found their way to DFM before the prescribed deadline. These submitted documents were assessed according the Best Value procedure. The fictive positive and negative corrections are determined using the weighing shown in table 7. DFM chose to calculate

LESSONS LEARNED

From the lessons learned articulated in the published article several lessons learned are distracted which are related to the behaviour of both parties.

- The core team felt more condiment about the outcome of Best Value due to their experience with Best Value.
- There has been an extensive motivation on the scoring of the offerings.
- The client has adjusted his internal processes to match the approach of the contractor.

Text box 8: LL 'DFM'

a ceiling price based on a prediction of 100 needed hours for a project manager and 1000 for an all-round craftsman. Tenderers needed to calculate their offering price in the same way and the amount had to be below €68.000. Those assessments were presented to an external expert to test the scores, but no change resulted. Eight contractors continued to the interviews which lead to the overall best score of one contractor. ABM Belbouw had the second highest offering price, but it fell within the ceiling price and the clarification phase was entered (Van Den Brink, 2014).

The clarification phase was organised beforehand and the team members of the client's project team knew their role. Based on previous experience with Best Value, the approach was strict. The kick-off meeting was organised and the client articulated his expectations. During this meeting DFM was positively surprised by the preparation of ABM Belbouw. That formed a basis of confidence that they sensed the project correctly (CO #2, 2014). From this moment on, the contractor took the lead and acted proactive. There was an open exchange of information which led to the awarding of a service level agreement and price calculation model after seven weeks (Van Den Brink, 2014). The client is satisfied about the process up to the execution, they feel proper agreements are made within their available financial framework. Lessons learned about the course of events up to the awarding are shown in text box 8 (Van Den Brink, 2014). For ABM Belbouw, it was challenging to come up with the content as they felt they had to start from nothing. There was input from the tender guide but it remained difficult to find the proper approach to deal with items such as KPI's and client satisfaction (CR #2, 2014). DFM noticed this search and felt they could not sit back. In the end of the clarification phase, DFM was very content with the selected contractor (CT #2, 2014)

The agreed Service Level Agreement should be evaluated and updated yearly to remove adverse effects for one or both parties. Focal point for the agreement is the execution of daily construction work and small-scale projects, divided as work orders, simple projects and projects. For those types is described when and how they are approached as well as the used KPI's and needed actions from the client. It also describes the communication, monthly reporting and the creation of a real time portal (Hegeman+ ABM Belbouw, 2014). This agreement has come into effect the first of January 2014. Since then the contract is constantly deployed. If a door pinches or construction work is needed this is executed by ABM according to the unit price list (CT #2, 2014). An option for prolongation is incorporated in the tender guide for one year (Gemeente Amsterdam, 2013a).

Observations on the attention for how

Both parties have a different standing in the preferred approach to reach the project goals. This came to light during the execution phase and shows the negative impact of ambiguous, unclear and unspoken expectations about the practical interpretation of the project. DFM was looking for a party who could arrange the traditional work in an innovative way fitting the business processes at the municipality. ABM Belbouw experienced this freedom in arranging the clarification phase when the tender was organised by the procurement department of the municipality. This lead to the current cost model based on activities instead of time worked which works more efficiently and cheaper for both parties (CR #2, 2014). However, during execution the management department took over the responsibility to look over the contract. In improving the administrative process, ABM Belbouw faces the rigidity of this department. Currently the work orders are being emailed to the project manager of ABM Belbouw. They think it would be more efficient to directly transfer the order to the correct person through Planon. The municipality is in charge of Planon and holds on to their current approach. ABM intents to change things but that also requires adjustment on the client's side, which is perceived to be difficult (CR #2, 2014). Currently they

have got bogged down in today's thinking while they aim at realising a dynamic SLA which you can evaluate after three years to see whether the approach pays off (CR #2, 2014). DFM also sees the possible improvements, for example through the creation of an online platform, but that requires active contract management which is not done at the moment (CT #2, 2014). During the clarification it was organised that ABM Belbouw would be responsible of the interpretation of the projects and their alignment with the general house rules. The people who know more about Best Value give more room for approach to ABM Belbouw, while the traditional thinking people interfere more with the way activities are executed.

Observations on the commitment to project goals

The project goals are clear and generally overlap, therefore no negative impact is identified. Because both parties look different towards the goals agreed in the project plan, it is neither bringing the delivered and desired closer. The procurement process is successful for DFM when both parties can collaborate and don't end up in a deadlock. Everybody is allowed to earn a good living when parties trust each other and don't have the feeling they get underpaid. Throughout this contract they experience a framework on which they can fall back, ABM Belbouw does more than simply executing the work. DFM feels ABM Belbouw disburdens and coordinates and is worth the extra money over separate tenders (CT #2, 2014). For the municipality it is important that they are not taken for a ride (CO #2, 2014). ABM Belbouw sees there is more to gain from the contract than is currently done. But, everybody is content which gives no rise to changes. To their understanding, their client is content and focusses more on the absence of complains (CR #2, 2014). DFM's project manager confirms the lack of monitoring on KPI's. They are quite vague and he thinks both parties feel like it's fine like it is right now (CT #2, 2014). An overview is presented in Table 8. The client puts more emphasis on a good collaboration and client satisfaction, while ABM Belbouw focusses on realising the project plan. Both parties have a similar image of the interpretation of the project goals but struggle to act upon them.

Party	Project success
ABM Belbouw	If we can get to the point where we have eventually done, if only in the last year, as we had in mind and can continue for an additional year.
DFM	That you enter into a route with a party with which you must work together, albeit briefly, with which you want to collaborate and hold on to a 'we' philosophy.
BV expert	If DMF is not being betrayed and discussions go about the content.

Table 8: Formulation of project success by the key players of case 2, source: CT #2, CR #2 and CO #2, personal communication, Dec. 2014

Observations on the possession of information

A lack of transparent information sharing during the execution of the framework contract has a negative impact on the gap between the desired and delivered performance. During the clarification and execution phase, communication mainly goes by physical consultation meetings and through Planon. The line of communication is described (for each type of work) in the SLA. One of DMF's clients expresses their need for the execution of a work in Planon[1], as a reaction a work order is sent by e-mail to ABM Belbouw. Their project manager bundles the orders were possible and directs the maintenance man. After the work is executed, the maintenance man himself gets the work signed off by the technical service employee of DFM. Bigger projects are handed over. ABM Belbouw tries to get some information about the client satisfaction after the work is done and invoices the cost (CR #2, 2014; CT #2, 2014; Gemeente Amsterdam, 2013a). ABM Belbouw sees that information about different work goes ad hoc when the management department arranges several different activities themselves. They feel that it was clear that they could do the coordination, but they are not given the opportunity. As a result the work is not

[1] Planon is a Facility Management Information System (FMIS) supporting implementation and monitoring of service and maintenance requests used by the municipality of Amsterdam.

always aligned, the carpenter might come before the painter for instance (CR #2, 2014). The project manager can imagine ABM Belbouw to face those difficulties with the management department. It was intended to get more out of the contract, such as improvements in the process, but currently the contract is carried out without much innovation (CT #2, 2014). Evaluation is done in physical meetings which occur three times a year. If things don't function well, ABM Belbouw expects to be notified directly (CR #2, 2014). The contract was supposed to be managed from DFM, this is currently not been done. As a result it is unclear to whom ABM Belbouw should report (CO #2, 2014). The lack of information sharing surrounding a particular work order and lack of information about the actual performance of ABM Belbouw result in differences between the desired and delivered performance. If information was more widely available, ABM Belbouw had more possibilities to achieve the project plan in its totality.

Observations on the perception of roles

During the execution phase, both parties struggle to adopt their (new) role leading to a negative impact on the gap between desired and delivered performance. Since the contract is in operation, DFM noticed that the needed change in mind-set at the municipality and for the expertise of the market to fully show goes beyond their project. They see that it is difficult for ABM Belbouw to think along with the contract management department if they don't let them (CT #2, 2014). The actual people dealing with the selected contractor have a traditional way of thinking. Those people are not involved in the mind-set of Best Value and have to be told to give room to the contractor (CO #2, 2014). Although looking for the right approach, ABM was prepared. For the kick-off meeting for instance, they had already prepared the topics of which they thought were important. That made DFM trust ABM Belbouw intuitively had a good image of the project. They disburdened DFM, thought along their situation, maintained good communication and represented the total organisation (CO #2, 2014). ABM Belbouw recognizes the difficulty to take the lead, although they know it is their new responsibility. They expect DFM to ask them to do so if they wanted it more to happen. The project manager of DFM on the other side would like ABM to be more proactive and express opportunities for savings and suggest the implementation of a pilot to organize the work differently (CT #2, 2014). Parties face the problem that DFM cannot take responsibility for everything that happens in the municipality of Amsterdam. It is unclear who should be responsible within the organisation (CO #2, 2014). ABM feels the collaboration has been a joint effort and their role as controlling. DFM realised during the execution that they had matched ABM Belbouw to an organisation which provides clear boundaries in which the contractor can operate (CT #2, 2014). Up to the clarification phase parties adopted their role, although it was a transition to the right attitude. During execution both parties lost this due to a change in port of call at the client and challenge for ABM Belbouw to stand up as the expert.

Observations on the understanding of best value

During the execution phase the Best Value principles were largely let go because of different understanding of the procedure at the client which has a negative impact on the difference between the desired and delivered performance. The municipality experienced a large grow in confidence and experience with regard to the first Best Value tender. A core team was already present as a result and knowledge sessions have introduced new team members to the philosophy (CO #2, 2014). The project manager functioned as connection between both projects (CO #2, 2014). Believe in the philosophy was a precondition to be a member of the team. This creates a core team which strongly believes in Best Value and a surrounding organisation adopting an attitude of 'need to see it to belief it' (CT #2, 2014). But this core team did not include the people from the management department involved during execution. Because of the risk that they would delay the process it was chosen not to introduce them to Best Value. At ABM Belbouw this is recognized by the fact that they don't know if the SLA and Best Value approach is talked through with all people involved at the municipality of Amsterdam. There are not many people expressing the intent to change the way of doing things, ABM Belbouw experiences most people to see them as the new contractor without any change (CR #2, 2014). During the clarification and execution phase, the municipality has to get away from securing and incorporating safety nets (CT #2, 2014)

while ABM Belbouw experiences the need to keep everything concise and think about new terminology such as *KPI's (CR #2, 2014)*. ABM Belbouw was looking for guidelines as they were challenged with drafting the SLA. Both the actual content as the legal elements of the contract were seen as difficult. During the execution the need for guidelines is shown by the absence of weeklies and focus on today's thinking by ABM Belbouw. At the client's side the contract management and Best Value mind-set during the execution has turned out challenging (CR #2, 2014; CT #2, 2014). During the first three phases of the procedure the understanding was widely present and actively secured. This was lost during the execution when a different department took over the contract management which was not properly introduced to this new approach.

OBSERVED IMPACT OF ALLEGED HURDLES IN CASE 2

An overview of the identified impact of the alleged hurdles is found in table 9. From the case study on the structural maintenance of the municipal buildings in Amsterdam it is observed that all alleged hurdles except the commitment to project goals had a negative impact on the room between desired and delivered performance. The impact was especially observed during execution when it tuned out that both parties acted differently in respect to the SLA. The municipality maintained a high level of interference with the taken approach and did not communicate all information about activities transparently. They both had difficulties in the role they were supposed to take from a Best Value perspective. They did however had a similar perception of the project goals and success of the project.

Structural maintenance 'DFM Amsterdam': impact of alleged hurdles				
Attention for *how*	Commitment to project goals	Possession of information	Perception of roles	Understanding Best Value
Negative impact	***No impact***	***Negative impact***	***Negative impact***	***Negative impact***
Both parties have a different standing in the prefered interpretation of "how".	The project goals are clear and generally overlap, but do not dominate the approach.	Lack of information sharing enlarges the gap between desired and delivered.	Problems to act from the Best Value role description enlarged unalignment during execution.	The Best Value prinicples are largely let go during the execution phase.

Table 9: An overview of the observed impact in case 2, source: own ill.

CASE 3: MULTISERVICES 'PROVINCIE NOORD-HOLLAND'

The Provincie Noord-Holland (PNH) controls the homonymous province. When the contract with their supplier of catering, reception, telephone and information services ended the service and facility management department decided, together with the procurement division, to prepare for an integrated tender, also including cleaning, security and bathroom supply. PNH was used to prescribing the details of the services needed. But, this is not part of their core activity and the main criteria was satisfaction of their own employees. PNH expected suppliers to be best capable of efficiently taking care of the different services. Although multiservice were never tendered using Best Value before, PNH used the approach to find clever ways to integrate the different services using the resulting overlap (CO #3, 2015; CT #3, 2015).

PNH has their own procurement division guiding the internal clients during tender procedures. Best Value is one of the approaches which can be chosen, based on considerations about the stakeholders involved, applicable risks, distinctiveness, ability to let go of a certain service or good, team composition and internal support. Because there were no external stakeholders, big risks or reliance on the exact execution Best Value was adopted and a team was composed with backgrounds in the different services and locations. The project specific information was added to a standard format for the tender guide and, together with a description of the current situation and announcement for the market briefings, put on TenderNed. All locations are clustered in three

> PNH (2014)
> The aim of this tender is the conclusion of an agreement between Provincie Noord-Holland and a contractor party for: catering, bathroom supply, cleaning and security.
>
> • Selecting an organisation who ensures integrated services during the contract while delivering a high service and quality level leading to maximum client satisfaction
> • and in addition maximally disburdens the client and is closely linked to the complexity and pace of the organisational services to fully meet the needs of the contracting authority and her employees.
> • Maximal anticipation on future change in the PNH organisation.
> • Provides opportunities for local suppliers
> • and gives room for sustainable and socially responsible products and services
> • within the ceiling price / ceiling prices
> • The services are customer-oriented and proactive

groups for the tender: office buildings, external locations and project locations (Provincie Noord-Holland, 2014a). Catering services were needed in the form of two company canteens, a coffee bar, conference services in two locations, two floor managers, room service in one location and special services and banqueting in three locations. A reception is present in three location of which one also has a service point. The supply of bathroom equipment and cleaning and security service are clustered and available in all almost eighty locations. The quote shows the formulation of the project goal (Provincie Noord-Holland, 2014e). The ceiling price is composed out of different amounts for the four different services. This is based on the financial volume of the agreements in 2013 and sums up to €1.869.700 (Provincie Noord-Holland, 2014a, 2014g).

Two market briefings were organised which received a lot of interest. The first concentrated on Best Value, informing market parties about the philosophy, points of interest, pitfalls and requirements for a good offer. PNH attempted to create an interactive session, but there weren't many questions. The second briefing was complementary to the tender guide and attracted more questions, although not very specific. The project manager felt the parties did not want to share their strategies which was contradicting to PNH's intention to share lines of thought (CT #3, 2015). Following the second meeting was an organised inspection. Direct motivation was the great diversity of locations, varying from the museum like location for the board of directions to more practical storage locations for salt. Most of the questions posed during inspections were answered by referring to the information notice.

Seven parties submitted their written documents which were assessed using the weighting of table 10. The documents were individually assessed by the team members which resulted in divergent scores. People read from their own perspective and experience, completing unknowns as they see fit (CT #3, 2015). After motivating their scores, consensus was reached based on a lot of neutral scores and all fourteen key players were invited for the interviews. These provided a lot of insights and some parties came a cropper when asked about details.

Award criteria & interrelation			
Ceiling price		€ 1.896.700	
Performance underpinning	15%	€ 284.505	Maximum fictive reduction
Risk dossier	20%	€ 379.340	Maximum fictive reduction
Opportunities dossier	15%	€ 284.505	Maximum fictive reduction
Interview 1	15%	€ 284.505	Maximum fictive reduction
Interview 2	15%	€ 284.505	Maximum fictive reduction

Table 10: The award criteria and weighing of case 3: Multiservices, source: [copy] "Gunningscriteria" by Provincie Noord-Holland, 2014, Inschrijvingsleidraad Openbare Europese aanbesteding "Multiservices", p. 34

The top three scoring tenderers were very close. Eurest received the highest score on all written documents and interviews. Although they did not have the lowest offering price, they appeared the expert contractor and were invited to a refresher on the methodology by the internal Best Value expert. For them, the reason to submit an offer was dual. It was a large European tender opportunity and Eurest already provided catering and reception services to PNH with good experiences. Eurest acted together with the current security company in their offer. They were

assisted by external Best Value consultants in drafting the written documents. Through different sessions, they came up with the best opportunities and highest risks which were worked out and reviewed. In this process, the subcontractors of Eurest were also involved as well as the key players which were later invited to the interviews. The preparations for these interviews were done through practice and thinking about the questions which could be expected.

During the kick-off, organised by Eurest, they presented their overall plan, planning and introduced the team members. PNH experienced a positive session which was well organised. Parties did not go into substance, but focussed on the atmosphere. Eurest came up with the approach of covering one service each meeting. Therefore, they had drafted Public Service Contracts (PSCs) in which all the agreements could be processed. It concerned elements taken over from the tender guide, elements of the situation description to which they complied and specific agreements about the execution including KPI's. The form in which the formats were presented made PNH feel Eurest wanted to complete them in a joint effort. PNH got the feeling that Eurest often did not understood the concerns they articulated (CO #3, 2015). PNH wanted them to take the lead in showing the background on their offer and avoid discussions. Expectations had to be aligned and PNH articulated what they expected, which information they wanted and how they wanted it. It took a couple of sessions before the clarification phase was up and running, but after 10 sessions the four PSC's were completed.

The agreements are for five years with an option to prolong for another year an additional five times. The four different service contracts don't start at the same time, but have the same end date. Catering and cleaning started immediately after entering the contract while the supply of bathroom equipment and security starts during the course of 2015. Possible future contracts that can be included are the addition of more locations and supply of hot drinks, snack and cold drinks vending machines (Provincie Noord-Holland, 2014a, 2014g).

Observations on the attention for how

The difficulty to restrain from interference with the contractor's freedom of approach and discussions about details enlarged the gap between the desired and delivered performance. The biggest challenge for PNH was to describe what they wanted without specifying how they wanted it. They had the tendency to prescribe a certain approach as a result of their habituation to the current approach. It is perceived difficult to focus on the output, give room for interpretation to the contractor and not form opinions of the approach (CT #3, 2015). During the inspection meeting, before submission of the written documents, contractors asked a lot of questions regarding the approach, while this is precisely what PNH tried to outsource. Contractors were apparently also struggling taking ownership of the "how" question. During the clarification phase Eurest had the feeling they had described a complete PSC, but PNH asked for more details. This led to discussing marginal issues (in the eyes of the contractor) such as the specific assortment of the catering. Eurest noticed that the services which had less effect on the daily life of PNH's employees went most smooth. The services of which people felt influenced, like catering, resulted in more discussions about details (CR #3, 2015). PNH does not want to know all the details during execution, only demonstrable information that the work is done as agreed. The project manager tries to restrain from "how" questions. If a location indicates they want the cleaning service to attend more often, the project manager only passes this information. In her eyes, it is Eurest who determines how and when there is being cleaned (CT #3, 2015). PNH tried to give room for interpretation of the approach of which Eurest tried to take ownership. This turned out to be rather difficult as PNH wanted to know the specific details and underestimated the clarification phase.

Observations on the commitment to project goals

Both parties place client satisfaction and high performance central in their interpretation of the project goals thereby not negatively impacting the gap between what is desired and delivered. However, agreeing on the project plan and staying focused on the project goals was not easy,

therefore no positive impact is assigned either. The main focus of PNH is maximum customer satisfaction, sustainability and social return, which is also articulated in the project goals. Basically, if Eurest achieve their KPI's and proactively inform PNH they are satisfied with the result. In that way, less management effort is needed and PNH can focus on their core activities (CT #3, 2015). Eurest came across a difficulty in their performance underpinning. From their perspective, a certain score demonstrates Eurest is capable of reaching this level, but this is not equal to what PNH can expect from the offer. They emphasise the need to incorporate the direct effect for the client in this document (CR #3, 2015). As illustrated by table 11, they focus on the delivered performance during operation of the contract incorporated in each PSC's as KPI's. (CR #3, 2015). For PNH it was challenging to assess their outcome because services are not tangible; i.e. what a score of eight on the client satisfaction means in practice. Intangibility also imposed a challenge on the formulation on project goals (CO #3, 2015). The KPI's range from the solving time in case of equipment breakdown to percentage of sustainable products at the canteen. Once they were operationalised it is received as easy to measure by PNH. For them, it is about setting specific goals. It is not about the amount of complaints before for instance, but about the amount that is set as the current goal (CT #3, 2015). Eurest felt that the formulation of KPI's deviated from the main approach, but went along with PNH as it felt not their position to be resolute and create friction (CR #3, 2015). Both parties struggled to formulate and align the project goals, although no conflict between them was observed, but managed to create a uniform commitment in the end.

Party	Project success
Eurest	Is depending on who is being asked, for the bid coordinator it is about meeting the deadlines, for the salesmanager when the tender is won and operation is more focust on delivering a good performace.
PNH	If the customer satisfaction enquiry shows that the employees are satisfied with the service provided
BV expert	If the expectations of the internal client are realised so they got what they wanted and the project goals were thus formulated correctly.

Table 11: Formulation of project success by the key players of case 3, source: CT #3, CR #3 and CO #3, personal communication, Jan. 2015

Observations on the possession of information

Information was widely available and shared, but getting the right information sound and insightful turned out challenging, therefore no dominant impact is assigned to the possession of information in this case. The description of the current situation in detail is openly provided on TenderNed and, according this document, should be understood as a baseline. It is nowhere a premise for the new practical situation, but for sure the starting point for the level of service (Provincie Noord-Holland, 2014a). For PNH it was a way to provide an image of the activities at the province. By providing as much information as possible they expected Eurest better to anticipate on the requested services (CT #3, 2015). This detailed level of information was perceived as difficult by Eurest because it is unclear if the client wants them to offer something similar or put it aside. Thereby do discussions arise resulting from the description of the current situation when Eurest decides to deviate from it (CR #3, 2015). This is reflected by PNH who indicated that they were satisfied about the way services were carried out and preferred continuation. In such a case, it is difficult to not prescribe the approach (CT #3, 2015). Also the internal Best Value expert recognizes the fear from clients that they might not get what they had envisioned if they don't provide all detailed information (CO #3, 2015). Eurest has created a communication structure. During the execution this goes mainly through operation meetings where the daily issues Eurest faces are discussed. Weeklies are not used, although PNH has the intention to introduce them and replace the operation meetings. They do use a monthly management report showing the KPI's. The client feels it is the responsibility of Eurest to provide the necessary information and it serves as a basis of trust (CT #3, 2015). This is illustrated by the BV expert who sees that distrust increases when the client has to ask multiple times for certain

information. This struggle results in uncertainty about when there is enough information to trust on a successful execution. Eurest expresses they did not needed to search for new information within their organisation after the selection and PNH states no new information can come available after the selection. Although the satisfactory level and form of information was not readily presented, there is a clear information system during execution.

Observations on the perception of roles

A mismatch in expectation was present about the role description of both as well as the difficulty to let go at PNH and adopt a leading expert role at Eurest. Therefore the perception of roles is identified as having a negative impact on the gap between the desired and delivered performance. Until the clarification phase PNH thought that Eurest got the philosophy, but lost this after the kick-off. Irritations arose when they felt Eurest did not take the leading role. Result was a focus on irrelevant issues, like wording and spelling. PNH went back in their traditional role of prescribing while they wanted to restrain from this but saw an obstacle in steering. When you let the contractor take the lead, the client has to wait and see. PNH thinks that both parties felt too much in their traditional role as a reaction on the way collaboration developed after the kick-off. That resulted in much emphasis on formulation instead of an expert elaborating in detail on their offer and a client posing questions. But the fact that the contractor had more input in the solution gives more ease because there are less financial discussions and potential risks are better identified (CR #3, 2015). The Best Value expert sees Eurest taking the lead in the collaboration, which results in less interference of PNH. Although Eurest had difficulty taking their role, PNH has to trust on its expertise. PNH had expected to be able to sit back, but they had to provide many guidelines for Eurest to meet their expectations about the level of information. Eurest did not had the feeling all expectations were clear after the refresher meeting. When they discussed the approach and PSC's during the kick-off meeting they experienced the attitude of PNH as hesitant. They saw their role as that of an expert but faced some difficulties. For one, the interaction on documents was more intensive than expected as more details had to be crystallised. Secondly, it turned out to be difficult to stand up as an expert and impose an approach. Eurest still hadn't signed the contract and did not want to start of wrong. They felt that contravening would risk their starting point of a good collaboration. The role they perceived from PNH was very active, this led to more discussions. Eurest does see a big advantage in the clarification phase: both parties get acquainted with each other. Where the relationship traditionally begins with signing of the contract they now sit down first and come together, this is especially relevant for the key players (CR #3, 2015). The Best Value expert acknowledges these dynamics. She sees a contractor who understands the philosophy but struggles with its effects on the organisation and delivering the right information. She also thinks the level of detail asked by PNH is high and interfering. Challenging is the exact moment where both parties reach the level at which consensus is reached. That can also result in misuse of roles. Clients can to easily wright of risks in the name of expertise. On the other side, a contractor can wright of concerns by stating they are the expert and no information is needed (CO #3, 2015).

Observations on the understanding of best value

The procedure turned out difficult to adopt and a different understanding of the several steps was present at both parties leading to a negative impact on the gap between desired and delivered performance. The project manager of PNH expected more from Best Value, a solution which was very innovative and not thought of already. The submissions were not as revolutionary as she expected (CT #3, 2015). This is acknowledged by Eurest who feel that the outcome of the tender is not totally different, but they did look more critically into detail towards the project (CR #3, 2015). Eurest had experience with Best Value, but this was the first in multiservices. Thereby, they felt this was the most complete application of Best Value they had experienced. Their biggest challenge was getting all people involved accustomed to the methodology. In addition, their organisation is arranged on the traditional approach of answering a thick detailed request. Best Value forced them to get out of the comfort zone and think differently. (CR #3, 2015). By using Best Value, PNH experienced more commitment from the contractor. Because the contractor is

responsible for his own interpretation, there is less resistance. This total different starting point is seen as the biggest advantage. (CT #3, 2015). During the clarification and execution phase, some elements of the procedure remained unclear. The KPI's for instance were differently used by PNH than by Eurest. Where Eurest did not wanted to assign a fixed level to them, PNH wanted a practice goal for the level of service. Weeklies are not incorporated because it is unclear and not discussed what should be the content of them. During the clarification process a lot of effort went in searching for the right information and filling in the PSC's, it was generally unclear what the deliverables would be. According the BV expert, the whole approach is relatively new for the market, they must learn from the process as well (CO #3, 2015).

OBSERVED IMPACT OF ALLEGED HURDLES IN CASE 3

An overview of the identified impact of the alleged hurdles is found in table 12. The case study of the multiservices contract showed a negative impact of attention for *how*, perception of roles and understanding Best Value. These formed obstacles for the alignment of desired and delivered performance. Commitment to project goals and the possession of information turned out to be neither a hurdle nor assistance.

Multiservices 'Provincie Noord-Holland': impact of alleged hurdles

Attention for *how*	Commitment to project goals	Possession of information	Perception of roles	Understanding Best Value
Negative impact	***No impact***	***No impact***	***Negative impact***	***Negative impact***
Difficulties in defining the level of detail and freedom of approach were encountered.	Main project goals were uniform understood, but a pure output focus was not realised.	Information is widely available, but acquiring the the right information was challanging.	Both parties faced difficulties in adopting their (new) role.	The Best Value procedure was not uniform understood and some elements were not incorporated.

Table 12: An overview of the observed impact in case 3, source: own ill

CASE 4: CARE FACILITY 'T BROOK

Cicero Zorggroep is an organization active in the province of Zuid-Limburg in the fields of both intramural and extramural eldercare for clients with physical limitations and/or psychogeriatric limitations. One of their locations is care facility 't Brook where the functions of a nursing home and recovery/rehabilitation were accommodated (Cicero Zorggroep, 2013). A demand for renovation and expansion of the facility resulted from the need for psychogeriatric nursing and insufficient facilities in the current buildings for clients with intensive nursing needs. Because two previous projects tendered by Cicero Zorggroep using Best Value showed good results regarding planning, budget, end-result and collaboration the choice for this approach was obvious in this project. The most significant added value was seen through less invalid entries, more available information for selection, more commitment, less uncertainty during execution, more trust, a better focus on capable contractors, more efficiency during execution and better ideas about the client's functional needs (Duren, 2014).

> Cicero Zorggroep (2013)
> Cicero Zorggroep is in need of the realization of the functions specified in the plans, but when market parties see opportunities for optimization with regard to the realization of these functions, Cicero Zorggroep is open to suggestions.
>
> (...) The set of measures should ensure that after completion a modern and up to date building is delivered that looks like a coherent total and in which care can be provided to the intended target groups and where these people can move and live without obstacles in a pleasant manner

The project team preparing and coordinating the tender consisted of a project leader healthcare, facility manager, real estate and facility manager, project manager and Best Value consultant reporting to the board of directors (Duren, 2014). A draft design was made by an architect which formed the basis for

the formulated question posed to the market. It consisted out of output specifications (OPS) in the form of the area needed for each function, relations between functions and functional requirements. The tender guide distinguishes three elements: expansion, rebuilding and maintenance. The two buildings which already exist have to be adapted to the new building. The work for the oldest, built in 1983, concerns the relocation of functions and addition of support functions such as more space for the entrance, recreational- and practice room. Modification of the functions of rooms on the first and second floor is needed as well. The second building is built in 2004 and needs renovation of the bathrooms and client rooms and widening of all doors. The expansion results in a third building with a floor area of about 2.250 m^2 used for group homes. As done before, the choice was made to combine the renovation work with maintenance for a period of 10 years. In their preparation the project team drafted the output specifications with the help of colleagues outside the project team. This was challenging as it is difficult for people to articulate what they need. When asking for instance how many people use the bicycle parking and what kind of facilities were needed people simply didn't know (CT #4, 2015). Based on the scope, the design for the procedure was completed. This concerned drafting the weighing factors, tender guide, reviewing method, fleshing out the clarification phase, the way of awarding and pre-selection of eight contractors.

The choice has been made to deviate from the pure procedure through a pre-selection. In order to minimize transaction cost the selection has been done in two steps. The pre-selection was done by asking eight contractors to provide past performance information of three executed projects. Therefore distinctive challenges were isolated from the total project. Parties had to indicate if they previously had come across these challenges, how they dealt with them and to what it resulted. Challenges like minimizing nuisance, safe access for employees and clients and accessibility for the ambulance were being asked about. This was communicated through a briefing for the market parties. Thereafter, the three highest scoring parties were invited to the procedure. By using project specific elements the certainty that the (pre)selected contractors are capable of realising the project successfully are enhanced. It is a test of skill level, a further requirement (CO #4, 2015).

The contractors invited to the selection phase were given access to an online system, BriefBuilder[2], describing the project goals and its translation to practical premises, the specifications for rooms, facilities, finishing, comfort and technical requirements, description of monitoring / verification methods and references to illustrate the perspective of Cicero Zorggroep (Cicero Zorggroep, 2013; Duren, 2014). This gave room for the contractors to optimize the design, specify the technical installations and adopt their own vision on planning, approach and phasing (Duren, 2014). A ceiling price of €7.000.000 to do all the rebuilding and expansion activities was set. This amount does not relate to the maintenance cost during the 10 years after handover, therefore a separate offer had to be submitted (Cicero Zorggroep, 2013).

The first activity of the contractors was to join up with architects, technicians, maintenance experts and gather know-how in the field of health care. They got the opportunity to visit the locations and inspect the buildings and installations. During their preparation of the needed documents for submission the parties met two times with the project team to test their ideas during harmonisation meetings. These meetings were perceived as a valuable contribution to the quality of the detailed solution. The client did not get involved with an exchange of substance and thereby steer the tenderers in a preferred direction (Duren, 2014). To assure the feedback was not suggestive, the questions were only posed by the Best Value expert and project manager. The three selected tenderers got three months to elaborate on their plans before they had to hand in the risk dossier, final solution and project plan.

[2] BriefBuilder is a professional tool to create design briefings for construction and housing projects. It is an online project management system in which quality specifications are systematically recorded, assessed and can be managed.

Award criteria & interrelation			
Ceiling price		€ 7.000.000	
Risk dossier	10,5%	€ 735.000	Maximum fictive reduction
Detailed solution	21%	€ 1.470.000	Maximum fictive reduction
Planning / project plan	17,5%	€ 1.225.000	Maximum fictive reduction
Interview 1	10,5%	€ 735.000	Maximum fictive reduction
Interview 2	10,5%	€ 735.000	Maximum fictive reduction

Table 13: The award criteria and weighing of case 4: 't Brook, source: [copy] "Nadere info over Eindscore" by Cicero Zorggroep, 2013, Aanbestedingsleidraad Uitbreiding, renovatie en verbouwing zorgcentrum 't Brook te Voerendaal, p. 24

When handing in the written documents describing their elaborated solution the three remaining contractors presented their plan to the evaluation committee as well. Thereafter the four items describing the quality of the plan; risk dossier, solution, project plan and interviews were reviewed using assessments forms. Those items where separately scored using a scale of 1, 4, 7 of 10. An average below 6.0 implicated a knock-out. This resulted in widely spaced scores. After this first stage of ranking the price was linked to the quality. The actual offering prices for the renovation and expansion were more or less the same, the real difference was made by the maintenance prices. Looking at the offering prices for maintenance the maximum difference was 45% between the highest and lowest price. A fictive offering price was determined using the weighing factors of table 13. Mertens turned out to have the highest value scoring and overall fictive offering price.

Textbox 9: LL "t Brook'

LESSONS LEARNED

From the article written by Joop van Duren on the tender process, several lessons learned are extracted. Those lessons where drawn up when the first construction activities were executed. The total review must be done after the maintenance period of 10 years.

- Formulating the tender based on the final design and OPS resulted in added value; a better solution resulted from challenging a multidisciplinary team.
- The investment in formulating the OPS pays off. The references provided to the market prevents differences in interpretation and enhances understanding of the client's intention.
- Interim alignment is of major importance: the room for interaction should be maximally used.
- Setting a ceiling price resulted in a more value adding solution.
- Focussing on the formulation of OPS leads to clear understanding of premises, goals, ambitions, applicable norms, needed functionalities and ways of monitoring.

The start of the clarification phase was set by an all-day meeting to go over the offer in detail. This meant going over all OPS whereby the contractor gave insights in the practical detailing of the proposed solution. Basically, the clarification phase was a test to see if the proposed solution really was an adequate and covering answer to the proposed question to the market. Once Cicero had enough insights in the expected end result, the contract was awarded to Mertens. The format for this DBFM contract was already provided by Cicero. It basically consisted out of the tender guide, OPS, contractor's presentation and list of remarks following the presentation and submitted documents (CO #4, 2015; CT #4, 2015). It is a large volume describing everything, up to the risks and planning for the installations (CR #4, 2015). The lessons learned up to awarding are articulated in textbox 9.

Mertens started in the fall of '13 with the realisation of the new expansion. The approach for the first phase dictates the relation for the rest of the project according the project manager of Mertens. At first the new building is being prepared. In that way, all clients could move internally from the old buildings to the new ones. Thereafter, the renovation work started. This also included some annexes. The handover was planned for mid-December, but because of additional wishes and vicissitudes this is been delayed to mid-January.

Observations on the attention for how

Early attention for how during the selection phase and a clearly defined room for interpretation led to a positive impact on the

room between desired and delivered performance. The harmonisation moments led to feedback on the taken approach which could be processed. Mertens used the freedom for interpretation which resulted in unexpected solutions of which Cicero did not directly expressed if they liked them. In hindsight, it turned out they were positively surprised. This led to the fact that 90% of the choices were already made by Mertens before the clarification phase started. Previously contractors were only hired to perform their construction activities, in this project Mertens experiences the responsibility for the total work again (CR #4, 2015). The approach taken by the contractor is left open by Cicero. As long as the contractor meets the functional specifications it is Mertens' choice what materials to use (CT #4, 2015). Cicero did not determine how Mertens had to realise the work. When asked if Mertens should make something in a specific material, Cicero's project manager simply did not answer. For Mertens, references turned out to be very useful in conveying their ideas and work methods (CR #4, 2015). The Best Value expert holds on to the fact that the contractor proposes his own solution. If the contractor knocks at the door with the bill for additional work he emphasis the need to stick to what parties agreed upon (CO #4, 2015). The *how* question is not answered by Cicero, they stick to the formulated OPS when contingencies arise (CT #4, 2015). This is illustrated by the façade windows. Mertens had come up with swaying frames with slanting sides. In their offer they assumed a certain approach for their realisation. It turned out that the frames had to continue all the way to the roof, needed different profiling and different glassing. Their idea was practically not possible so they needed to deliver more expensive and complex frames completely made of wood. That was a big hiccup for Mertens. Another unforeseen risk was the paintwork in the renovated building. Mertens had assumed it would be possible to paint over the existing wallpaper. But this released and all wallpaper had to be removed before paintwork could be done. These risks were taken and dealt with by Mertens in order to fulfil the functional requirements (CR #4, 2015). According Mertens, they felt they had to earn the trust during the selection phase. Thereafter, they did not had to convice Cicero anymore but could just make what Mertens felt was right. Through harmonisation moments, clear OPS and consultation about interfaces the gap between the desired and delivered performance was limited in this case.

Observations on the commitment to project goals

The total focus on the project goals, throughout all phases, let to a uniform prioritization of the OPS. Thereby, continuous consultation meetings align the project goals during execution. This dominance of the project goals is identified as having a positive impact on the gap between what is desired and the performance delivered. The Best Value expert emphasises the early involvement of all stakeholders in formulating the project goals. A lot of effort went into detect what exactly has to be established by the OPS. As the Best Value expert stated: 'ultimately, it is not about the construction, but about the accommodation of an organization. And that organization is going to use the building which therefore should optimally perform to the demands of processes' (CO #4, 2015). The emphasis on the functionality is also articulated by Cicero and can be seen back in the solution through value added elements such as additional gardens creating a higher quality of living (CT #4, 2015). For Mertens this project functions as a pilot. They experience that new tender procedures tend to challenge the contractor with more responsibilities. In addition, this project is a perfect opportunity to get another reference in healthcare with a large size and combination of new and existing buildings. Such a project generates more work and is worth some investment. If this project ends without profit for Mertens it is not a big deal; a good collaboration, the maintenance period and reference are a bigger incentive (CR #4, 2015). The alignment of goals started already by the harmonisation moments during the selection phase. Mertens asked the relevant questions and they understood the challenges of the project. This provides early confidence that the appropriate solution would be realised later on. During execution there is no report on KPI's. Quality is ensured by norms, during the progress meetings and by the two hand-over moments. The project manager does walk around but does not really monitor. When he sees remarkability's he poses questions about them. Because everything is talked through during the progress meetings and decisions are made in consultation extensive reports are not needed, everything is written down in the planning (CT #4, 2015). Most of the work is visually examined

(CR #4, 2015). Both parties have clearly defined their responsibilities and work toward the same goal: realising the OPS. In case of discussion these are leading and parties act accordingly, where possible consultation meetings further align the project goals.

Party	Project success
Mertens	The spirit must be positive. It's nice when we can make a profit, that is what we need to excist. But, pleasant relationships are just as crucial for us.
Cicero	When the project is realised within budget and on time. Functionality is key, the completed work must suit the end users.
BV expert	If the client gets an offer that provides maximum value within the budget available.

Table 14: Formulation of project success by the key players of case 4, source: CT #4, CR #4 and CO #4, personal communication, Jan. 2015

Observations on the possession of information

There is a transparent information system widely making all documents widely accessible, wherefore no negative impact is identified. However, new information aroused within the responsibilities of both parties resulting in change orders and delay resulting in no identified impact of this alleged hurdle. The online BriefBuilder played a central role in the organisation of information. Cicero's project manager and the Best Value expert collected all information needed to formulate the tender guide and OPS at the involved stakeholders. They were explicitly asked how they were going to work exactly and what they need to optimize their work processes. After all activities were mapped and translated to OPS all information was put online and frozen. Basically no changes were possible after that moment, and if so they had to be seen as scope changes (CO #4, 2015; CR #4, 2015). The harmonisation moments were seen as very valuable in the exchange of information by the client as well. It shows how parties translate feedback into a more value offering solution for the client. (CO #4, 2015; CR #4, 2015). The only new information presented during the clarification phase was a financial brake down, warranty forming and the conformation of agreements. Mertens knew what they were going to build. The shapes of the window frames for example. Some needed to be in wood, while others could be executed in aluminium to improve the maintenance. But which suppliers and the exact types of those elements came later (CR #4, 2015). Information is interchanged in several forms, both through meetings as in documents. The means of communication differ throughout the project. Main communication goes by:

- Online BriefBuilder containing all OPS;
- Harmonisation moments to indicate possible obstacles;
- fortnightly progress meeting with all executing parties;
- Monthly construction meeting discussing the planning and cost;
- Two handover moments.

During execution new wishes came to light. For example, the OPS did not specify all doors to be electronic but it turned out that this was desirable. Progressive insight also resulted in recarpeting all existing client rooms. This was unforeseen and incorporated as additional work (CT #4, 2015). The philosophy adopted was that a change in OPS resulted in a change orders, other changes had to fall under the responsibility of Mertens. For other changing wishes Mertens tries to provide as much room for choice as possible. When it comes to the colour of paint for example, the client can make changes up to two weeks in advance. But, the choice for window frames was never posed to the client. The OPS specified sliding frames, so Mertens determined the materialization of them (CR #4, 2015). The intensive interaction leads to insights in each other's activities, but more important is the fact that Cicero clearly defined their fixed wishes upfront and Mertens takes ownership for its approach were left open.

Observations on the perception of roles

The clear division of tasks between Cicero and Mertens and their matching behaviour reduced the gap between the desired and delivered performance. The dominant feeling at the beginning of the clarification phase was that the client had selected a competent party and got a detailed solution which clearly added value compared to where they had left. During this phase both parties understood each other's interests. The role taken by the client was dominated by articulating their questions regarding the details of the proposed solution. (CO #4, 2015). Mertens felt they are 100% in the lead during the execution. If there are deviations on engineering elements they are fully in charge. If a deviations influences the user it is discussed during the progress meetings. It is Mertens role to come with solutions, they will not confront the client with a problem. It is their role to confirm the decision (CR #4, 2015). Thereby it is important that Cicero aligns its stakeholders. During the year it takes to complete the execution a lot of things change, e.g. the IT system, wishes for colour usage but also the approach to maintenance, this must be incorporated in a fixed project (CR #4, 2015; CT #4, 2015). The Best Value approach asks for flexibility of both parties, who dares to deviate from what was initially communicated. It was never expressed if the renovated rooms needed a balcony or not for example. During execution it is decided in liaison that five rooms are handed over without a balcony as replacing the old balconies resulted in a risk on leakage of the roof. For that Mertens had to adjust the frames (CR #4, 2015). The fact that maintenance was part of the contract influenced Mertens' choices. They now choose to use a more expensive floor and exclude spray work to avoid problems during execution. What's more is the focus on pleasant relationships and a sense of honour. This results in a contractor that does not go for the minimal requirements but for a good end-result. This trust is also the reason that Mertens performs an activity before alignment with the client (CR #4, 2015). The Best Value expert also underwrites the effect of making the contractor responsible for the maintenance, they make choices that affect the exploitation favourably. Thereby the creation of a value adding solution, enhanced by the feedback of the client during the selection phase, enhances mutual trust. The BV expert articulated that the procurement method made the teams become so proud of their solution that if they are awarded they just want to make the project a success (CO #4, 2015). The client wants to be unburdened of tasks and focusses on aligning their different departments. This is necessary for Mertens in order to take ownership of their tasks and deliver the performance as agreed.

Observations on the understanding of best value

The understanding of the Best Value principles was clear and continuously secured by the project manager and BV expert. But, because an adjusted procedure is adopted no impact is assigned to this hurdle in this case. The key players involved in the tender process have experience with Best Value. Cicero hired an external project manager to guide the process which has been involved in tender procedures and has done six projects using the Best Value principles (CT #4, 2015). Mertens did not have actual experience with Best Value, but saw similarities whit the formation of a building team. Two big differences with the formation of a building team are the clarity of what is going to be build and the role of the client. In a building team, the end result is far less clear and the client takes an active role in the team. They did not really experienced a totally different way of presenting their solution then they are accustomed to. There was an enhanced focus on risk management, because Mertens takes on more risks they put more energy in excluding them (CR #4, 2015). The Best Value expert involved in this tender has guided over 20 projects and did research on the mechanisms of Best Value. He was especially involved in the preparation and selection phase (CO #4, 2015). The clarification phase was designed to make transparent that all output specifications were covered in an appropriate and logical manner in the offered solution (CO #4, 2015). Cicero did not experience the contractor to be in the lead, but this was also not their intention. Cicero articulated their concerns and asked questions on the details of the design. When there were vagueness between client and contractor, the OPS were leading (CT #4, 2015). During this phase Cicero did not experience large challenges. Mertens also experienced a smooth commissioning of the contract. A lot of the feedback was already processed as a result of the harmonization moments. This phase mainly was about the technical recording of agreements (CR

#4, 2015). The execution proceeded smoothly. Mertens felt totally in the lead and is content with the dialogue they have with the client. They see the importance of a permanent contact person at the client. Such a person is especially important in the exchange of information and communication with all people involved (CR #4, 2015). Unlike the defined procedure in section X, most of the detailing was already done before the clarification phase started, no weeklies are used and intensive consultation is present during the execution. The principles are used, but differently adopted.

OBSERVED IMPACT OF ALLEGED HURDLES IN CASE 4

An overview of the identified impact of the alleged hurdles is found in table 15. The case study of carefacility 't Brook resulted in the observation that the attention for *how*, commitment to project goals and perception of roles were assistances in achieving goal alignment. By a clear approach of both to those hurdles and strict acting accordingly these actually decreased the room between the desired and delivered performance. The possession of information is assigned no impact as it neither enlarged nor decreased the gap dominantly. Because a different procedure is adopted than described in section 2.5, the alleged hurdle of understanding Best Value is not given any impact.

Care facility 't Brook': impact of alleged hurdles

Attention for *how*	Commitment to project goals	Possession of information	Perception of roles	Understanding Best Value
Positive impact	***Positive impact***	***No impact***	***Positive impact***	***No impact***
Early attention for how facilitated alignment during the clarification and execution phase.	Equal prioritization of OPS & continious consultation aligned the desired & delivered performace.	Information is open/transparant but change orders occur as a result of new information.	Clear division of tasks and expected role descriptions resulted in less room for unalignment.	Understanding of the BV principles was clear and coniniously secured, but the procedure is adjusted.

Table 15: An overview of the observed impact in case 4, source: own ill.

3.3 CROSS-CASE OVERVIEW OF IMPACT

Through the evaluation of four cases insights are obtained about the way clients and contractors experience the alleged hurdles. The observed impact of each alleged hurdle is discussed below, a cross-case overview is given in table 16.

Cross-case overview of impact

	Case 1	Case 2	Case 3	Case 4	Conclusion
#1: attention for *how*	***Negative impact***	***Negative impact***	***Negative impact***	***Positive impact***	**Hurdle is observed to have a dominant impact**
#2: commitment to projectgoals	***No impact***	***No Impact***	***No impact***	***Positive impact***	**Alleged hurdle is not observed to have a dominant impact**
#3: possession of information	***Positive impact***	***Negative impact***	***No impact***	***No impact***	**Alleged hurdle is not observed to have a dominant impact**
#4: perception of roles	***Negative impact***	***Negative impact***	***Negative impact***	***Positive impact***	**Hurdle is observed to have a dominant impact**
#5: understanding Best Value	***Negative impact***	***Negative impact***	***Negative impact***	***No impact***	**Hurdle is observed to have a dominant impact**

Table 16: The cross-case overview of the observed impact of alleged hurdles in the four cases, source: own ill.

HURDLE #1: ATTENTION FOR *HOW* IS PRESENT

An impact of this hurdle is observed in all cases. In case 1, 2 and 3 this impact is negative and stems from the following observations:

- Both parties struggle to find the right level of detail subject to discussion.
- It is difficult to align expectations of the interpretation of 'how' with all involved people.
- A clear focus on main issues and the end result is difficult for both parties.
- It is unclear when and in how the actual detailed interpretation should be determined.
- The client has problems in letting go of their opinion about the "how".
- The contractor has problems claiming ownership for the free room for interpretation.

Case 4 showed an opposite result, increased attention for *how* is observed to be assisting in aligning desired and delivered performance. By incorporating harmonization moments, there was more attention for the "how" question during selection. Thereafter, the "how" question was completely left to the contractor and only consulted if directly affecting the end-user. If any ambiguous, unclear or unspoken expectations of the interpretation of "how" came to light, the OPS were leading in deciding about the party responsible for its solution.

ALLEGED HURDLE #2: COMMITMENT TO PROJECT GOALS IS ABSENT

In case 1, 2 and 3 no dominant impact is observed as a result of the prioritisation of interests to undertake the project. The contractors generally acted in the best interest of the client. The project goals were not always easily translated into a project plan, but in the end all cases have drafted KPI's and were satisfied about the project plan. Difficulties around this hurdle mainly exist during the clarification phase but are solved before the execution starts. All parties agree upon the fact that the interests of clients and contracts can coexist and no big contrasts were observed. Therefore, no impact on the desired and delivered performance is concluded. In case 4 the project was designed around OPS which were leading throughout the procedure. The interpretation of them was discussed during the clarification and further elaboration is done through consultation in the execution phase. Strengthened by the fact that the contractor sees the project as a pilot resulting in a good reference, both parties have a strong emphasis on the agreed performance resulting in a positive impact on the alignment of desired and delivered performance.

ALLEGED HURDLE #3: POSSESSION OF INFORMATION IS ABSENT

No impact is assigned in two cases. The amount of information added to the tender guide in case 3 was very extensive which resulted in difficulties in interpretation and formulation during the clarification phase. However, it did not lead to acts of self-interest as it was discussed extensively between both parties. In case 4 information was widely available and the harmonisation moments provided feedback. During the execution, new information was handled unambiguously but did arose affecting the performance. Case 1 shows a transparent exchange of information through several media. Both parties are open in their communication and informed about each other's activities leading to an observed positive impact of this alleged hurdle. Case 2 showed a negative impact as the contract management department does not always share information about overlapping work transparently with the contractor. Overall, the alleged hurdle is concluded to be not dominantly observed in the case study. Nevertheless, case 2 shows that the contractor needs information from the client to optimally perform his activities. It underwrites the need for an open/transparent information system. That intensive lines of communication can be of assistance is shown by case 1.

HURDLE #4: PERCEPTION OF ROLES IS PRESENT

In all cases an impact of this hurdle is observed. In case 1, 2 and 3 this impact is negative and stems from the following observations:

- Both parties face difficulties in adopting to their (new) role.
- Both parties experience more interaction and interference than expected.
- Both parties struggle to find the right moment to reach consensus.

- The client tries to take a step back but also wants to keep feeling with the project.
- The contractor does not directly feel comfortable taking the lead.

The client and contractor in case 4 had no difficulties in adopting roles. Expectations were clearly communicated and the change of leadership was generally done throughout the different phases of the procedure. The contractor was not expected to fully take the lead after being selected. The main assistance observed for a clear perception of roles is an explicit division of responsibilities and matching acting of both parties in all phases.

HURDLE #5: UNDERSTANDING BEST VALUE IS PRESENT

In three cases a negative impact of this hurdle is observed. In case 1, 2 and 3 this impact stems from the following observations:

- Parties did not always felt it was clear what they needed to do and how to approach the procedure, especially the project plan, KPI's and WR.
- The clarification phase is unclear and guidelines are sought by both parties.
- New terminology turned out to be difficult for the contractor to adopt.
- If understanding and commitment for the approach is lacking, irrespective of the party, the room between desired and delivered performance is strongly affected negatively.
- Clients expected more innovations and better results from using Best Value.

Case 4 shows no direct impact of the understanding of Best Value. This mainly stems from the fact that a slightly different approach to Best Value is taken in that case. The principles are the same, but the client did guide the contractor more. In addition, clarification of the offered solution already took (partly) place during the selection and they consciously chose not to implement the weekly report.

3.4 CONCLUSION: THE OBSERVED IMPACT

With table 16 of the observed hurdles an answer is formulated to the first research question of page 7; 'Which hurdles are observed in the Best Value procedure hindering an optimal client - contractor relationship?' From the insights obtained in this chapter it can be concluded that:

Answer research question 1

attention for *how* (hurdle #1) , perception of roles (hurdle #4) and understanding of Best Value (hurdle #5) form hurdles hindering an optimal client - contractor relationship.

4

CHALLENGES & BEHAVIOUR

UNDERSTANDING THE OBSERVED HURDLES

In the case study is observed that three hurdles (#1, #4 and #5) impose a challenge on the collaboration between client and contractor in aligning the desired and delivered performance. While going through the specified Best Value procedure these hurdles arise and no uniform answer is given by Best Value. However, no guidelines can be constructed without a thorough understanding of the observed hurdles from a broader perspective. The observations in chapter 3 give reason to zoom out and take a second look at the attention for *how*, perception of roles and understanding of Best Value in a more abstract way. It is now time to take a look at the common denominator reoccurring throughout the cases.

This chapter explores the general challenges and behaviour responsible for the observed impact of the hurdles. In order to provide guidelines suitable for the client and contractor in future projects, replication of these challenges and behaviour where both parties struggle with are identified. From this cross-case analysis of the observed impact of the alleged hurdles a definition of the hurdle is drafted. Chapter 2 elaborated on alleged hurdles, with the practical insights of chapter 3 a new and substantiated characterisation of the observed hurdles is described next. This realises step (c) of the research framework (p. 6) and is shown below in Figure 20. Every section starts and ends with the defined hurdle which works towards an overview of the defined hurdles in need of guidelines.

Figure 20: Step (c) of the research framework: a cross-case analysis of the observed challenges and behaviour results in defined challenges and behaviour underlying the hurdles, source: own ill.

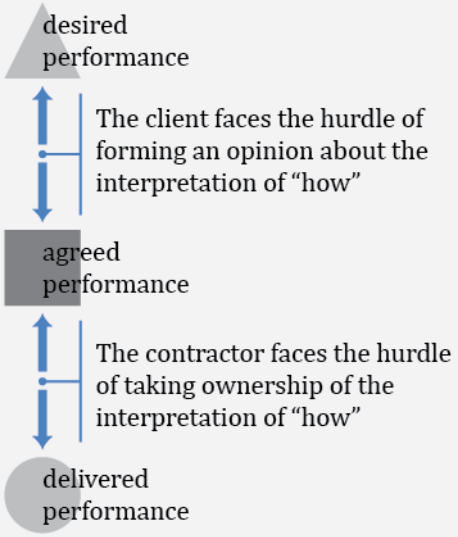


Figure 21: definition hurdle #1: attention for *how*, source: own ill.

4.1 CROSS-CASE ANALYSIS OF ATTENTION FOR *HOW*

Traditionally, attention for *how* is organised through detailed design specifications provided by the client. In the current Best Value procedure the clients existing ideas about "how" are incorporated in the tender guide and what's more is left to the expertise of the contractor. During the clarification phase his interpretation of "how" the "what" should be realised is challenged by the concerns of the client. Thereafter, it is laid down in the project plan and executed accordingly. Zooming out on the four cases several insights on general challenges and behaviour are identified for the attention for *how*. Their impact on the alignment of desired and delivered performance is elaborated next. This section sets forth the defined hurdle shown in figure 21.

SET CONDITIONS & ROOM FOR INTERPRETATION

> Client
> The challenging aspect of the Best Value approach is that when you formulate the tender guide you quickly know what you do not want, but you cannot incorporate that in the project goals. But what do you do? How do you keep an output focus without judging the interpretaion on right or wrong? It is difficult to give room for interpretation to the contractor.

Clients face the difficulty of determining which part of the "how" is free for the contractor to interpret and were requirements set conditions. Projects have interfaces and need to connect to external systems which can impose specific conditions on the interpretation of "how". These can stem from the way existing utilities are engineered, strong preferences, regulation, a set of house rules and so on. If they like it or not, clients form ideas about the interpretation of the project. When purely restricting to the "what" question as a client the possibility to steer decisions during execution are limited, although their opinion feels as valuable input. To illustrate this consider a "what" specified as a sustainable, future-proof and properly functioning playground. What can the client expect of the way benches are detailed during the clarification or execution phase in this case? This is for instance seen when clients are used to a certain interpretation. They need to make clear what they envision in the project goals without describing how they want it to be realised, this is difficult as illustrated by the quote. The client forms an image of the way he thinks the project should be practically interpreted, if prescribed this limits the effect of giving room to the contractor for his own interpretation resulting in a trade-off. Positive impact of the attention for *how* is observed when it was brought forward. This allowed the client to react on a proposed interpretation before choosing the preferred contractor. The client might not have foreseen this proposed solution and first needs to consider if he is open for it at all. When this takes place during execution it is difficult to have an influence following Best Value. As a BV expert put it 'it should not be of any concern to the client in what way his projects goals are being realised, but a pure focus on the end result is difficult'.

> Contractor
> There is a brief description which gives a lot of freedom. The difference is that you can now choose how you want to work as a contractor; I like to work with this type of tile and construct the walls with this sub-contractor. You have to convince the client sometimes, but then you can use your own knowledge for 100%. That makes it easier, less arguing, now the customer just gets what we currently find best in the market.

LEVEL OF DETAIL & OUTPUT FOCUS

Parties have trouble determining the level of detail subject to consultation. The client buys the project plan at the end of the clarification phase. But, to what level should be elaborated how the project goals are going to be realised before awarding? Best Value emphasises the need for the client to restrain from interference with every nut, bolt and washer and focus on the process. This aims for the situation illustrated by the quote. At the same time, the client wants to be ensured that the "how" is in good hands and under control. For instance through supervision moments. During these moment the contractor shows the result

of his activities, such as final drawings or executed work, and asks for approval. From the focus on transparency of Best Value this seems a good thing. Checking the measurements and verifying the plan of action is not really outsourcing the "how" though and induces MDC behaviour. Thereby, it invites the client to form an opinion of the "how". Interference with all the details showed more difficult when the client was directly influenced by the contractor's choice of interpretation. The contractor presents an approach within the formulated project goals and expects the client to easily agree. However, clients were observed to have an idea about it and discussions arise. While the issues brought up might concern peripheral issues in the eyes of the contractor, it comes to light that the materialisation of a certain element or certain topping in the catering assortment does evoke a reaction at the client. Than it is observed that elements of which the client has less knowledge are more easily left open for the contractor to decide. A pure focus on the output also results in different expectations of the "how". When for instance is stated that an object has to be modern and up to date, does this mean that the aesthetic quality prevails on the easiness of maintenance? If you decide to paint a steel element, this will mean you have to keep painting it every once in a while. From a maintenance point of view, you would leave the element as it is. By not addressing the "how" and purely focusing on the output such matters are ignored.

WHAT'S IN & WHAT'S OUT

> Contractor
> When there are no changes to the functionality that the client requires, it is considered to be included in the offer. Fitness for use is key.

The client buys the scope, i.e. what's in / what's out, at the end of the clarification phase. When the actual interpretation comes to light during execution this leads to clients trying to influence this while the contract is already awarded. The cases show different observations of the moment in time a detailed interpretation is determined. Where in one case 90% of the choices were already made when the contract was awarded the contractor in another case stated that the project was going to be worked out in detail during the first phase of the execution phase. During that particular clarification phase was planned how to work out the project in detail later on. The case were most of choices were already made only had to refine its approach during execution as the main decisions of the interpretation were already talked through. The material for an element was already decided, only the specific type was still unknown. The activities included in the offer of the contractor impose changes for the client as well. Client and contractors have difficulties in letting go of the free room for interpretation. Clients might be used to a certain way of doing things which the contractor opts to change. Where clients were used to determine the approach in traditional contracts, they now have to move away from them. Instead of interfering with the interpretation of "how" that falls within the scope they have to restrict themselves to activities falling outside of the contractor's scope. The contractor of the case were a positive impact was assigned to the attention for "how" states they will never wait with a process because of an unknown preference of the client, like colour of an element. The colour of an element in this case falls under the responsibility of the contractor, what's in. They provide maximum choice were possible, but on products with a delivery time the choice is fixed once made. This shows a positive impact of allowing involvement in the practical interpretation of what's in of the client when the conditions of this involvement are clear. The client in this case acted accordingly by not responding to questions of materialisation posed by the contractor. The what's in/ what's out challenge also arises from expectations created during the selection phase. If a contractor underpins his performance with a client satisfaction of 9,0 achieved in another project, does this automatically mean this client will be as satisfied? Every project is characterised by different circumstances. Maybe by working similarly as in the other project a client satisfaction of 8,0 is achieved, does this mean the contractor delivers bad work? A lack of clarity arises when both parties try to influence the practical interpretation, although a clear division between responsibilities should result from defining what's in / what's out during the clarification phase.

THE URGE FOR OPINIONS AND FEAR FOR OWNERSHIP

The main reason for this hurdle to exist is cross-case observed by a contractor who seeks approval for his choices, e.g. through site visits and inspection moments. He faces the hurdle of taking ownership of his proposed interpretation of the free room which is defined in the articulation of

what's in / what's out. The client is curious about the way the contractor is interpreting the project goals and seeks insights on the practical interpretation of the solution by increasing the level of detail and interfering with the activities in the scope of the contractor. He faces the hurdle of a pure output focus after articulating the project goals and free room for interpretation as he forms an opinion about the "how" as well. This leads to discussions when the expectations of the interpretation are not made explicit by the client or the contractor.

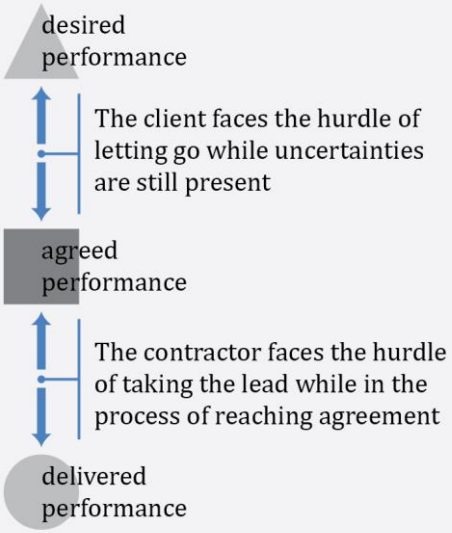


Figure 22: definition hurdle #4: perception of roles, source: own ill.

4.2 CROSS-CASE ANALYSIS OF PERCEPTION OF ROLES

Traditionally, the perception of roles is organised through a manage, direct and control attitude of the client specifying the activities to the reactive contractor. In the current Best Value procedure this is replaced by an attitude of align, listen and observe allowing the contractor to take the lead and adopt an expert role. This perception of roles is supposed to be present from the beginning at both parties and maintained throughout the project. The observations articulated in the previous chapter show that this is not easily done leading to the identification of several general challenges and behaviour as a source of negative impact on the alignment of desired and delivered performance. These are discussed next and lead to the defined hurdle shown in figure 22.

JOINT ROLE EXPLORATION

The direct adoption of roles as envisaged by Best Value is nowhere realised. Parties were both looking for the right way to approach their roles during the clarification and execution phase. At the client this is especially observed through active attention of the project team for their role, trying to change to a more distant position facilitating the contractor and high expectations of the contractor. The contractors are observed to be more committed as they have given input to the solution themselves. This makes them more enthusiastic for the project and gives them less reason to be resistant. Contractors are observed to be challenged when everybody involved has to understand their role, also people who are used to a more traditional role. This also came to light when new people were introduced during the execution, they are confronted with a contractor selected through Best Value but have a traditional mind-set. For the contractor it is a totally new approach to tell his client what to do and individually determine the approach as illustrated by the quote. Illustrative is the beginning of the clarification phase. After the selection phase, the client is observed to have high expectations about the clarification phase. As one client described that during the selection phase they felt the contractor understood the philosophy but lost this during the clarification phase. Although clients feel they have selected an expert party, they start to doubt. The contractor has trouble taking the lead and feels it is unclear what is expected of him. This often led to a disappointing mismatch of expectations. It is observed that the contractors are trying to start together and focus more on a joint effort. But, this is not what the client had envisioned when choosing Best Value: the contractor has to take the lead. Such a startling begin takes time to ease out. The case where no negative impact was assigned to the perception of roles did not expect the contractor to be in the lead directly after selection, but used the clarification phase to interact and get a clear division of roles. Clients expect the role division to take place immediately and are disappointed when this takes time. One client for example articulated that the next time he would adopt a stronger Best Value role and address the contractor when he does not behave purely according Best Value.

> BV expert
> We have selected an expert party, but not yet on Best Value. They know very well how to do the job, but have no idea how to deal with the client. What is expected of them.

ACCOUNTABILITY & LETTING GO

Clients indicate they want to be disburdened by the contractor. However, they also want to give feedback on and check the activities of the contractor. Traditionally, they are used to build protection into their contracts with contractors. Thereby they see coordinating the interfaces and aligning stakeholders as their role. While the client wants to let go, they feel some parts are better placed under their own accountability. Other parts, which are the responsibility of the client, are sometimes easily moved to the contractor with the argument that he owns the expertise. The relationship between accountability and letting go was made clear by one of the project managers. She had given feedback on a marginal issues for multiple times but she did not notice any improvement. This led to a total focus on this marginal issue distracting her from the main goal, for sure making it impossible for her to let go as illustrated by the quote. She emphasised the importance of demonstrating accountability for your own role and not mingle with the responsibilities of the other. The contractor in this case experienced the interfering role of the client led to many discussions and resulted in deviating from the main point. Both parties have to show they take full accountability for their role before the other party can let go. In the eyes of the client this is difficult because they feel like they have to sit and wait without any steering possibilities until the contractor got it right. A contractor described this difficulty by stating that after years of traditional thinking it is not easy to change your behaviour. This effects the clarification phase as contractors focus more on doing things together and asking for feedback, while instead BV sees them to be confident as an expert. One of the BV expert saw dealing with this interplay as a joint effort for both parties. According to her, the client can more easily let go when the contractor demonstrates his drive and energy by informing, working transparently, taking the client along and accept that the new role is also challenging for the client. Another BV expert confirmed this as he emphasised the need for the contractor to demonstrate that they knew what to do and think along so the client does not have to worry. The importance of letting go by all team members is observed as one of the best value experts stated he noticed the change in role perception goes further than the clarification phase. During the execution phase the surrounding organisation has to adopt their new role as well. This mismatch of role perception effects the execution as the contractor cannot fully meet the project plan if the client does not let go. Clients want to let go, but find this difficult when not directly assured by a strong accountable contractor.

> Client
> At some point you only focus on this frustration and you are looking at the wrong level. Then you are no longer receptive to their offer, but you behave like a wolf who scents blood. You start specifying again: because the contractor does not take on his new rol, you fall back in your traditional role as well. on right or wrong? It is difficult to give room for interpretation to the contractor.

CLIENT PLEASING & PROACTIVITY

Contractors are observed to insufficiently take a proactive role from the start. They encounter the difficulty to not automatically dance to the tune of the client. Contractors are perceived by clients to have a searching approach not knowing exactly what the client expects. Than the traditional mind-set of the contractor arises, asking for guidance on the approach. While the client wants the contractor to act proactive and take the lead, the contractor is hesitant in taking a strong position on their view of the project. This is illustrated in the quote on the right. Another contractor articulated about this topic that the contractor is not able to take a leading role after the selection. For one, the contract is not yet awarded making it difficult to be resolute during the process. Secondly, the relationship is still fresh and the contractor feels it is not a good starting point to confront the client. One of the clients was pleasantly surprised when the contractor took a proactive role during the kick-off meeting. Although there was still uncertainty about what was expected from him, he had thought about the elements which were important to him and needed consultation. Another BV expert emphasised the fact that an expert contractor envisions the total project and only has to wright it down during the clarification. But he also sees the difficulty in anticipating on the

> Contractor
> Perhaps the leading task is with us. I find it difficult to stand up and say, "put everyone associated with the project in one room, than I'll explain how things are going to work here." Actually it should be done, but you don't because you think 'if the client wants this, then he will ask for it.

expectations of the client and assessing what is important for the client. This was underpinned by another client who saw the biggest challenge for the contractor to anticipate on the client's expectations within the framework. Client pleasing was observed by one of the clients who noticed that their contractor was tempted to say they could do something, but had difficulty in explaining in what way they actually were going to achieve this. Client want to see a proactive contractor, not a pleasing one. However, this is difficult and new for the contractor to do.

THE DISCOMFORT OF UNCERTAINTY

This hurdle evolves around uncertainty. For one, uncertainty about the right role adoption of the contractor after selection. Clients feel confident they have selected the right contractor but see him struggle with his role and cannot restrain from interfering. Second, letting go is difficult when it is uncertain if the contractor will take full accountability for his role. But, the only way to see this is by giving the contractor the opportunity to demonstrate this. This proactive role sought by the client is difficult for the contractor because he cannot assess the expectations of the client yet. This leads to client pleasing behaviour which is further enforced by the uncertainty surrounding the awarding of the contract. Third, uncertainty about the way the relationship is going to take shape results in hesitance of the contractor who already is given little opportunity by the client to take the lead. The client must let go after the selection phase and led the contractor take the lead. Therefore he needs to have confidence, also when the contractor not immediately has an answer to all concerns or details. The contractor has to adopt an expert role taking full control over the project. Because this is uncomfortable and surrounded by uncertainties, he faces the hurdle of taking the lead when not having a clear relationship with the client yet.

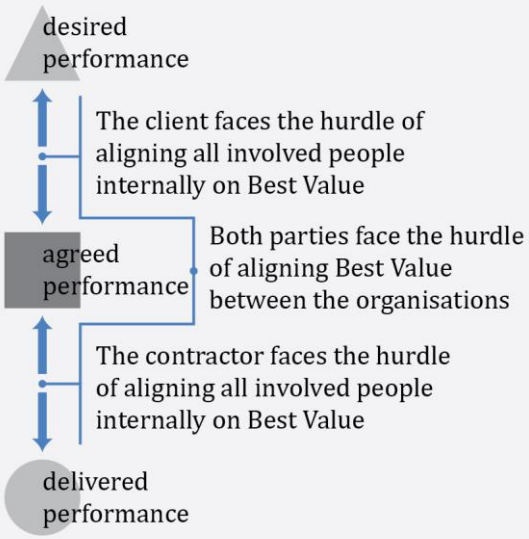


Figure 23: definition hurdle #5: understanding of Best Value, source: own ill.

4.3 CROSS-CASE ANALYSIS OF UNDERSTANDING BEST VALUE

In three cases the understanding of Best Value turned out to have a negative impact. Most parties are relatively new to the procedure. During the first two phases this is guided with formats, detailed descriptions and active support from the Best Value expert. The clarification phase and execution are more project specific and result in parties feeling unsure about the preferable approach. From the cross-case analysis the following general challenges and behaviour are identified leading to the defined hurdle shown in figure 23.

ABSORBING THE NEW PROCEDURE

Contractors indicate they have never heard some of the used terminology as illustrated by the quote. KPI's turn out to be difficult for both the client and contractor. For the client it is difficult to stay focused on the KPI's during the execution phase and to base client satisfaction on the KPI's. Contractors have to put much effort in making the KPI's demonstrable. They have the tendency to introduce new elements which have no direct relation to the project goals and/or are not mentioned in their offer. KPI's are drafted and incorporated in the project plan, but often not used. This is linked to the fact that the weekly reports is not directly implemented in any case. During the clarification phase parties have trouble determining what should be in this report and are focussed on their new collaboration and drafting the project plan. When the project is being executed the intention to use them is present, especially at the client, but practical issues prevent full implementation. Opinions on the effect of experience on the

easiness to go through the procedure are diverse. Most clients think it will be easier because the format for the tender guide is better implemented in the organisation and different divisions have more know-how of Best Value. BV experts agree and see a growth in confidence after going through one procedure. Contractors on the other hand emphasise the unique character of each project. People are searching for the right approach towards Best Value, every procedure is differently approached and it is difficult to absorb all the new information.

> Contractor
> It turned out that terminology was a stumbling point, some used terms I had never heard of such as *scope, what's in / what's out, risk dossier, opportunities, assumptions, external / internal risks.* I practice them for years, but it was difficult to get to grips with the terminology.

> Contractor
> You basically start with nothing. Quite some energy went to sit down and think of the content for the project plan, you do not know what's headed for you. There were a number of items from the tender guide, such as KPI's and customer satisfaction, which had to be incorporated. But, how do you do that?

THE PROJECT PLAN

Clients experience a random moment after the selection when the contractor is searching for the right elements to address in the project plan. Contractors describe the difficulty to give practical content to the project plan. It turns out to be difficult to determine what to be put on paper before the contract can be awarded. Contractors find it hard to determine the deliverables of the clarification phase, also shown by the quote. This is also observed to be a struggle of the client in determining what and to which level he can request the contractor to elucidate on the offer. Some projects worked with a refreshment session on the methodology. One of the contractors experienced a good meeting but expressed the fact that she did not obtain a clear image for the deliverables of the clarification phase from this. In general, it is perceived as vague for most parties to articulate how the project plan should look like.

COLUMBUS' EGG

> Client
> You secretly hope that the contractor offers a very innovative product of which you have never thought about as a client.

Clients have high expectations about this new and revolutionary approach to procurement. In some cases new insights did arise, mainly because the contractor was able to give more input in the solution. The quote illustrates that this was not always happening. Multiple clients expressed the hope for the Holy Grail when drafting the tender guide and being disappointed by the response of the market. Were they expected totally new solutions of which they never thought they mostly got an optimised version of their starting point or a relatively small impact on their current way of working. A reason might be that contractors still have to get accustomed to the new approach. One contractor expressed this as the biggest challenge of the contract, employees from all different divisions have to change their way of thinking. On the other hand, a wall is a wall and a service is a service. Contractors are used to a certain approach, the way they think about their activities does not instantly change by adopting Best Value.

ONE UNIFORM APPROACH TAKEN BY EVERYBODY AT ALL TIMES

When people are introduced to BV during the procedure they have to be aligned to the adopted approach. This is challenging as those people can have a different perspective and did not necessary chose for Best Value. Clients and Best Value experts see this importance and express the negative effect when not everybody involved is on board. As one client stated: 'Best Value is a good approach, but if people do not convey the philosophy it is not workable'. It is also noticed by a contractor articulating not having the feeling all people at the client were involved in the new approach. He thinks most of them see him as just another contractor without any change. For both parties it is difficult to immediately embody the principles and correctly implement the elements. The result of different standings towards Best Value are parties that not use the weekly report and/or KPI's because of difficulties getting both project teams to approach these elements similar. Secondly, it is difficult to know when the end point of the clarification phase is reached if everybody has different deliverables in mind. The resulting behaviour is strengthened when the

results of using Best Value do not materialise. Therefore, clients and contractors face the hurdle of aligning all people involved as well as aligning the way Best Value is understood by both.

4.4 CONCLUSION: THE DEFINED HURDLES

The previous sections provided a deeper understanding of the observed hurdles. The common denominators are elaborated in the form of general challenges and behaviour. This chapter concludes with table 17, providing an overview of the hurdles resulting from the cross-case analysis.

Definition	Observed challenges	Observed Behaviour
Attention for *how*	The client faces the hurdle of forming an opinion about the interpretation of "how" while the contractor faces the hurdle of taking ownership of this interpretation.	
Set conditions & room for interpretation	▪ Determining which part of the approach can be chosen by the contractor and were the client wants to have influence.	▪ Interference of the client with the approach of the contractor.
Level of detail & output focus	▪ Determining the level of detail subject to consultation during the clarification and execution phase.	▪ The urge to discuss every detail which evokes an opinion at the client and need for approval on the contractor's activities.
What's in & What's out	▪ Determining the exact responsibilities falling within the scope of the contractor and falling within the scope of the client.	▪ Discusions because of ambigious, unclear and unspoken expectations of the approach.
Perception of roles	The client faces the hurdle of letting go while uncertainties are still present while the contractor faces the hurdle of taking the lead while in the process of reaching agreement.	
Joint role exploration	▪ The way clients and contractors can get accostumed to their (new) role and form a clear collaboration together.	▪ Disappointment at the client leading to more specifying and uncertainty of the contractor leading to hesitancy.
Accountability & letting go	▪ Determining where parties offer eachother a cooperative hand.	▪ Checking eachothers activities and being distracted from the main focus by periphical issues.
Client pleasing & proactivity	▪ Creating confidence in eachother.	▪ Clients giving little opportunities for the contractor to take a proactive role and cautious contractors not taking the lead.
Understanding Best Value	Both parties face the hurdle of aligning all involved people internally on Best Value and the hurdle of aligning Best Value between the organisations	
Absorbing the new procedure	▪ Fully adopting and familiarising with the terminology, documents and approach	▪ Not using KPI's and weeklies as well as misunderstanding the principles and adding substitutes
Project plan	▪ Determining the starting point of the clarification phase and deliverables needed for awarding	▪ Not knowing when the project is prepared enough and a project plan not covering the project in detail
Columbus' egg	▪ Creating realistic expectations of the procedure	▪ Disappointment when the promisses of Best Value not inmediatly become visable

Table 17: An overview of the defined hurdles, source: own ill.

With table 17 an answer is formulated to the second research question of page 7; 'What behaviour must be addressed to better guide the client and contractor in overcoming the observed impact?' From the insights obtained in chapter 4 it can be concluded that:

Answer research question 2

the guidelines 1) need to assist the client in forming an opinion about the interpretations of "how", letting go while uncertainties are still present and align all viewpoints of Best Value & 2) need to assist the contractor in taking ownership of the interpretation of "how", taking the lead and align all viewpoints of Best Value.

5

PROPOSED VIEWS

OVERCOMING THE DEFINED HURDLES

The definition of each observed hurdle and the breakdown in multiple challenges and behaviour are found. This provides all necessary ingredients to start orienting on ways to better align the client – contractor relationship. The conclusion of chapter 4 provides an impulse to respond to the currently faced difficulties. The Best Value procedure is a result of the Best Value philosophy. This theoretical exercise calls for a paradigm shift, what Covey calls the "Aha!" experience. In this experience someone finally 'sees' the composite picture in another way, as though a light is suddenly turned on inside (2013). This paradigm or mental map represents the reality not as it is, but as the paradigm conditioned it to be. The observed challenges and behaviour exist in situations more complex than the conditioned way it's approached by the Best Value philosophy. Therefore, to overcome the observed hurdles a stand back from the pure Best Value mind-set is needed. With respect to the key principles it is time to seek practical guidelines to be used by clients and contractors.

This chapter explores ways to respond to table 17. Looking at the defined hurdles generic views are stated at the beginning of each section setting the Best Value procedure in perspective. This first step provides an alternative perspective on the BV procedure. Secondly, this proposed view is further elaborated focusing on its effect on each phase through the articulation of an implementation roadmap. Third, practical guidelines are presented which embody the proposed view. These can be seen as implementations tips, providing an example by which clients and contractors can implement the alternative views. This chapter ends by providing a synthesis of the proposed views. This overview elaborates on the overall picture of procedural adjustments and points out where friction with the pure Best Value philosophy exists. This embodies step (d) of the research framework (p. 6), shown below in figure 24.

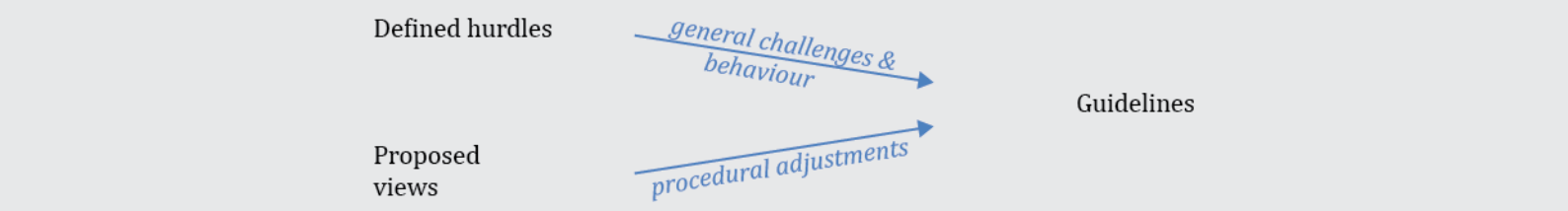


Figure 24: Step (d) of the research framework: a confrontation of the defined hurdles with proposed views results in guidelines, source: own ill.

5.1 PROPOSED VIEW: GIVE ATTENTION FOR *HOW* THROUGHOUT THE PROCEDURE

In order to deal with the challenges and behaviour stated in the first part of table 17 this section articulates a viewpoint where the interpretation of the project goals is addressed in every phase by both parties to respond to hurdle #1. The different phases of the Best Value procedure cluster activities to keep the project comprehensive. A project starts with a lot of uncertainty during the preparation phase which decreases over time (Dierick, 2002). As a result, decisions become more specific throughout the different phases. The project is in a way moved through a funnel (Kor, 2009), shown in figure 25.

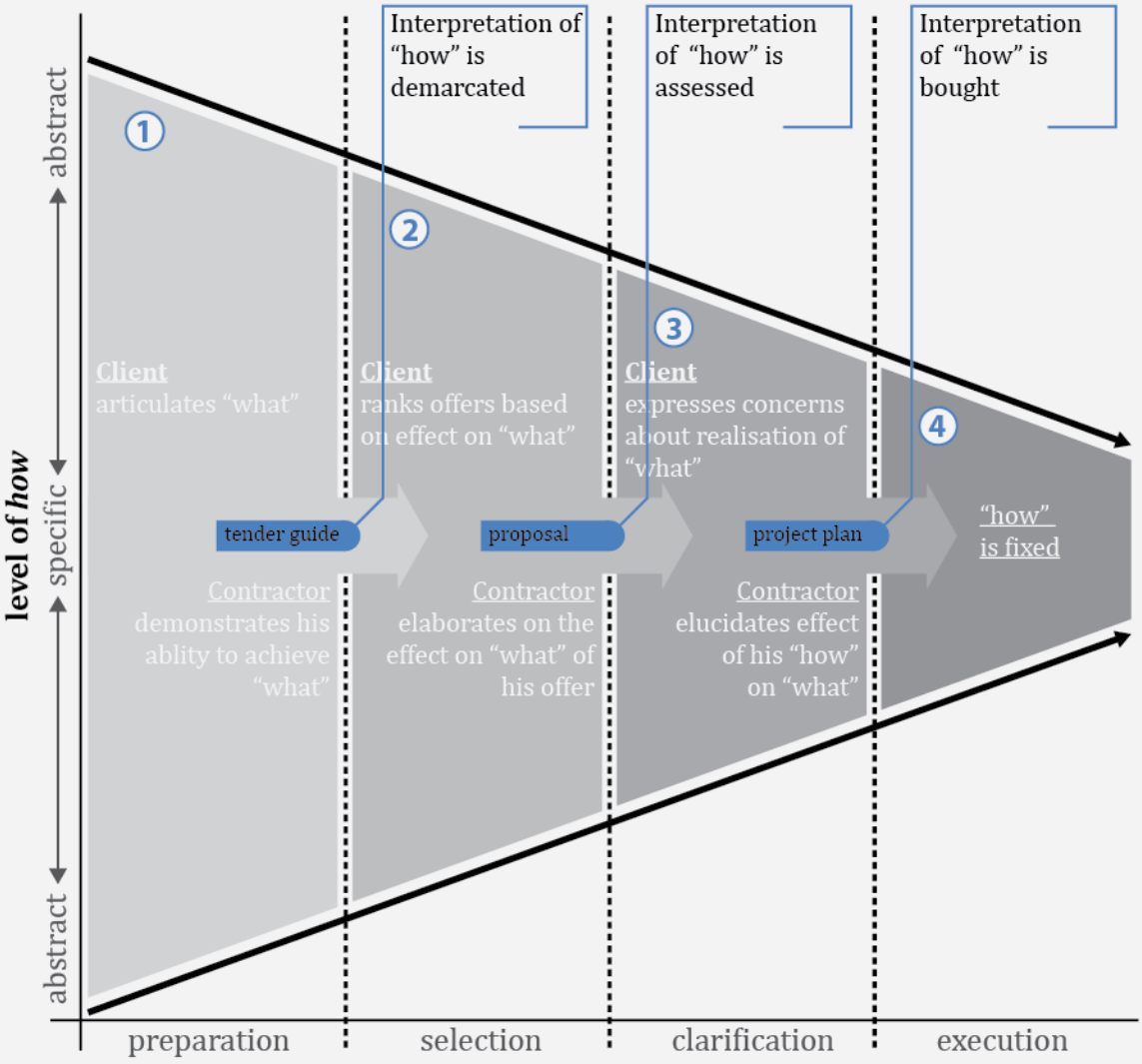


Figure 25: Proposed view 1: attention for *how* throughout the Best Value procedure, source: own ill.

The project is initially defined on an abstract level, no specific details about the end result can be certain. At the end of the project all decisions of the practical interpretation must be made. This top-down approach consists of first determining the broad outlines of the project. As a second step the specific details are worked out (Janssen, 2007). As elaborated in the last chapter, the client is curious and has the tendency to influence the way the project is realised. The contractor wants to be transparent and demonstrate his performance thereby inviting the client to form an opinion. Looking at the transition from abstract to specific in a project, the attention for *how* is proposed to be developed in a similar way and not dealt with at one specific time for the whole project. The Best Value procedure lacks guidelines to properly address this proposed view as it instructs the client to leave the "how" to the expert, i.e. contractor. The contractor is responsible for the interpretation of "how", but that does not detract from the fact that the client wants to

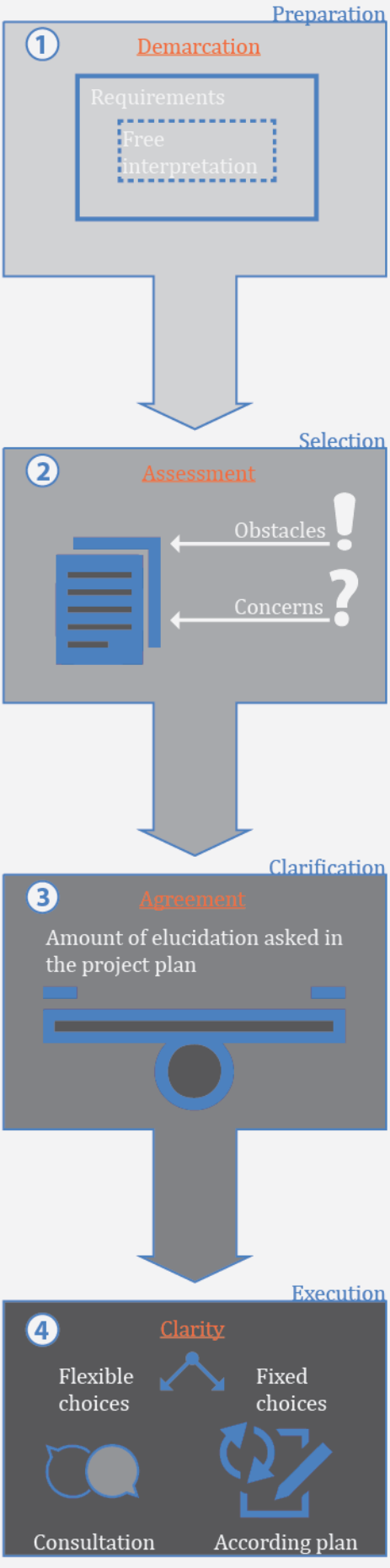


Figure 26: Implementation roadmap for the proposed view on attention for *how* throughout the BV procedure, source: own ill

provide valuable input as well. As a result the client and contractor lose themselves in discussions about the freedom the contractor has, irrelevant details and unspoken expectations during execution. As it is currently challenging when and in what way parties can deal with the interpretation of "how", this view proposes guidance by introducing attention for the interpretation of the project goals in every phase of the project according the corresponding level of abstractness by both the client and the contractor. This does not mean it is proposed to allow the client to manage, direct and control the "how" again or undermine the principle of recognizing the contractor as the expert. It does refine the strict Bests Value paradigm by inviting the client to give input as well.

IMPLEMENTATION ROADMAP

The transitions between phases can be seen as the most important decision moments. Project based working states these moments should take place with consciousness and be based on documents (Wijnen & Storm, 2011). The decision moments are indicated in figure 25 and form the basis of the proposed roadmap of figure 26. Decision moments force that decisive action is taken and prevent parties from getting back to decisions already discussed (Janssen, 2007). This roadmap proposes guidelines whereby the "how" is not blindly outsourced but addressed jointly by the two parties during all stages of the project. This does not mean both parties have the same responsibilities in the procedure, they have to address the "how" differently from their role.

PREPARATION PHASE

During the first phase of the procedure the client formulates the project goals. Best Value centralises the 'what' asking 'What should be realised at the end of the project? What problem must be solved?' (Van De Rijt & Santema, 2013). The "how'" question is thereby outsourced and posed to the offering contractors. But, the "how" should also get attention. First on an abstract level according the view illustrated in figure 25. This responds to the need to bring the requirements and wishes to light as early as possible (Wijnen & Storm, 2011) and leads to a second question: 'which requirements are known upfront and limit the room for interpretation by the contractor?' If the client already knows a particular approach or specific detail is important for his satisfaction at handover this is the moment to articulate it. Purely following Best Value, the contractor is the appropriate party to determine the interpretation of the project goals as he is the expert. The view articulated in this section proposes that the effect of practical issues surrounding 'how'' must be addressed by the client first. This does not ignore the contractor as the expert, as van de Rijt and Santema (2013) refer to Jules Deelder: 'the possibilities are as extended within the

restrictions as beyond'. This phase ends by the decision if the room for interpretation by the contractor is demarcated by existing requirements and the client is expected to be satisfied with all solutions falling within the formulated project goals.

SELECTION PHASE

Best Value assesses the written documents of an offer on the criteria if it ensures the realisation of the project goals. This again emphasises the need for a strongly considered project goal as this determines the most suitable contractor. There is no room for feedback or interaction during this phase which imposes the consequence to the contractor that he must be right the first time. The contractor might face concerns or obstacles during the interviews of which he did not think before and which require time to respond to. Thereby, the client might be faced with an interpretation which did not came to his mind but falls within the requirements and contributes to the realisation of the formulated project goal. Translated to figure 25: a step is made towards a more specific interpretation of the project which he could not have foreseen during the preparation of the project. Besides assessing if 'the right people are on the bus' the interviews are therefore also seen by this proposed view to be important in guiding that move. With the selection of one preferred contractor the change to the clarification phase is made resulting in the decision if the interpretation on the current level of abstractness is clear and meets the project goals.

CLARIFICATION PHASE

During this phase the expert contractor elucidates his offer in detail and shows why his offer deals with risk adequately and results in the project goals (Van De Rijt & Santema, 2013). There are two main observed challenges for this phase. For one, the client is tempted to form an opinion about the taken interpretation of the contractor. This judgement is subjective, i.e. based on that which is less than absolutely certain and is the result of emotion or interpretation of facts, but cannot be ignored. Therefore it is important to stay focused on the "what", but address the "how". This is proposed to be done by always discussing the effect of an interpretation on the end result, not losing oneself in discussions about details. Secondly, Best Value states the client buys the project plan at the end of this phase. After this, the contractor is going to execute the project plan and no change is desirable. The amount of elucidation that is done on the project plan is determining the amount of letting go the client must do during the execution. The client buys the known interpretations of the project but also the unknowns. During the execution he must let go of these unknowns: it is up to the contractor to decide on their interpretation. When the client wants to be totally sure, he should focus on a fully worked out project plan were all details are specified. Therefore, the decision which goes with this change from clarification to execution phase is if the project plan provides enough clarity about the "how" for the client to let go.

EXECUTION PHASE

During the execution phase the activities are proposed to be already worked out so everybody knows where he stands at the beginning of this phase. Again, the importance of a fully elaborated project plan is emphasised as the majority of the ability to influence the end result has passed by now (Wideman, 2000). From the experiences in practice the project plan is not worked out in detail as parties move choices to the execution phase. Basically, this section points out that everything that is not specified in the project plan or still unclear after the clarification phase is in the hands of the contractor. The client must accept the contractor has determined his approach and no interference is possible anymore. If the client is going to try to change things during this phase he forces the contractor to do something he did not take into account, which is not beneficial for the project performance. The client has to let go and act according the project plan as well. The choices which still have to be made can only be very specific, like the colour of an element. If possible, the contractor is suggested to involve the client by offering him a choice. If a specific item was of high importance it is viewed that this should have come to the table before awarding. During this phase a rigid attention for the interpretation is proposed where the contractor is accountable for the choices falling within his responsibility and needed to realise the project goals. The client must restrain from interfering in this stage and let go.

IMPLEMENTATION GUIDELINES

To guide both parties trough these decision moments and ensure efficient attention for the interpretation of the project goals on each level (abstract to specific) three practical guidelines are suggested. These tips are one way to use the articulated perspective in practice, but definitely not the only way. The contractor is expected to be visionary and pre-plan the execution, for instance through *scenario thinking*. This guidance also has relevance for the client as he has to determine if the formulated project goals will deliver him a satisfactory end result. During the selection phase more interaction can better guide the step towards a more specific level, therefore *harmonisation moments* are described. During the clarification and execution phase the interference of the client with the interpretation of the contractor should be guided towards focussing on the impact on the project goals by *talking about what* instead of only providing information on "how".

ENVISION THE END RESULT

When clients do not explicitly articulate their project goals and requirements in the tender guide this results in the tendency to steer the contractor later on. The best way to set expectations is early and often. As Harned emphasis that if a client is not focused on details, things like project requirements and tight timelines will become painful issues. If a detail is missed or miscommunicated, goals can be derailed, time can be vaporized, budgets compromised, and frustration catalysed (2014). This guideline therefore focusses on early attention for these elements on an abstract level. Wijnen distinguishes between four types of requirements: preconditions, functional demands, operational demands and design limitations (2011) which can provide some guiding when the client is putting a lot of effort in formulating the project goals. When stated a 'sustainable and functional end result' is wanted, the client needs to think through what those characteristics mean for him. The client has to consult all stakeholders for their wishes to have a good understanding of the question he is going to pose to the market as failing to do so results in a failure to appreciate how the project will impact the stakeholders or how they will react to the project (Calleam Consulting Ltd, 2015). During this stage the client is suggested to envision the end result. For instance through *scenario thinking*. Through this process the client can anticipate on the unknown interpretation of his project goals, without the pretence of being able to predict the future or thinking to be able to influence the environment in a major way. Instead he identifies the driving forces defining the success of the project in his eyes. The objective is to examine different interpretations of the project goals that could have an impact on the client's organisation, in order to find directions for setting conditions that are required. The philosophy of *scenario thinking* is to proactively think and plan for future developments instead of being a passive victim of the interpretation of the contractor (Based on Angwin, Cummings, & Smith, 2011). This guideline thereby contributes to the alignment of the desired and delivered interpretation, it leaves less room for unwanted solutions and provides clarity for the contractor in drafting his offer.

HARMONISATION MOMENTS

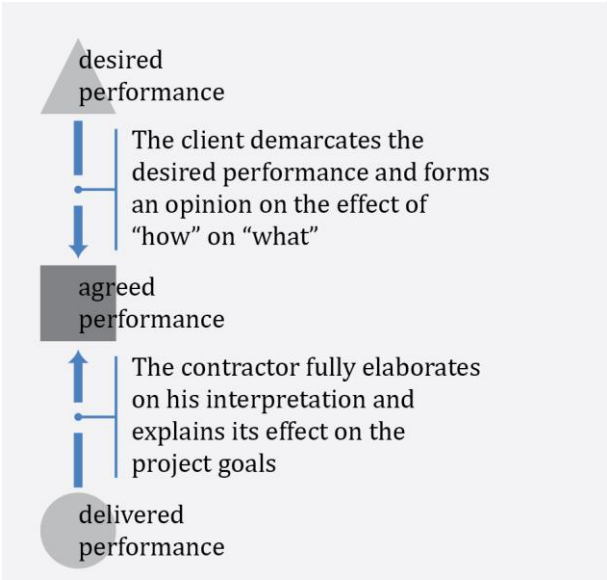
Interaction can be introduced in the selection phase through *harmonisation moments*, as seen in the case of care facility 't Brook. During these moments the contractor presents his solution and elaborates on the considerations for his choices. The client in his turn articulates the concerns he has about this solution. On these aspects he motivates why it rises concerns and which obstacles are seen by the client. The contractor then has the opportunity to adjust his proposed solution or go deeper into the substantiation of his choice. In this way the step towards a more specific level is accommodated. This anticipates on the need to address the attention for "how" in every stage. A learning cycle can be seen throughout the project where the solution is constantly improved to eventually be bought by the client. *Harmonisation moments* function as the 'check' in the Deming Circle (Mindtools, 2015c), measuring how effective the offered solution is, and analysing whether it could be improved in any way. The inbuilt plan, test, and feedback mechanism of *PDCA* allows fixing snags and improving things, without putting entire resources at stake and providing answers to the who, what, when, where and why of the project (Nayab, 2013). Therefore, the *PDCA* circle can be used to address the "how" during the selection phase. This is not a negotiation, but a

joint effort to improve the proposed solution. The client wants the best solution available. Upfront he cannot foresee every possible solution wherefore this is a way of specifically anticipating on new insights. The contractor also wants the best solution because that assures an easier execution phase and a more satisfied client. An alternative version of *harmonisation moments* can be a written feedback document handed to the contractor before the interviews also embodying the 'check'. Incorporating a feedback moment guides both parties to a more specified understanding of the interpretation of the "how" thereby limiting the room between desired and delivered.

TALKING ABOUT WHAT

Best Value already emphasises that decisions are made based on the information available, as elaborated by the IMT and bounded rationality in chapter 2. When not provided all information people will fill in the blanks themselves. Translating this to the hurdle of attention for *how*, it means that if the client is not given all information he will decide on his opinion based on what there is. Kahneman introduces this concept as What You See Is All There Is (WYSIATI) and states that when the mind makes decisions, it deals primarily with known knowns, phenomena it has already observed. It rarely considers known unknowns, phenomena that it knows to be relevant but about which it has no information (Kahneman, 2011). When only the "how" is presented, the client will form an opinion based on the known knowns, i.e. the "how". Let's say a client outsourced the coffee supply for his office building using Best Value. The project goal is formulated as 'a sustainable process of serving enjoyable coffee'. During the clarification phase he gets handed a cup of coffee as demonstration. If he likes it or not, he immediately forms an opinion. He might feel it is a bit little to be called a full cup of coffee and dislikes the paper cup it is in. These are his known knowns at that moment. However, when the supplier explains the cups are this size on purpose to ensure hot coffee and the paper cup is fully recyclable his opinion should be changed. Consultations about the interpretation are proposed to always be linked to its effect on the project goals, this should be a known known. Another advantage of talking about the effect on "what" rather than just the "how" is that elucidation is only necessary were its requested by the client. The client expresses his concern or question and the contractor links his answer to the end result. This minimizes interference of the client with the interpretation and discussions about details. Take for instance a client who has a specific question about the detailing of the bathroom in a building project. If the contractor simply answers by 'applying a white tile, 20 x 20 cm' the client will form an opinion only based on the "how" as this is his known known. Instead, the contractor is suggested to respond with: 'The walls of the total shower facility are covered from floor to ceiling with a white, ceramic tile of 20 x 20 cm. These tiles are A-certified and well known by us, therefore we can guarantee the quality (right-angled and smooth glazing) and easy maintenance. This corresponds to the project goal of functional changing rooms'. In this way the effect of "how" on "what" is made a known known and incorporated in the opinion of the client. This guideline aims at limiting the room between desired and delivered as it deals with ambiguous, unclear or unspoken expectations about "how" without mingling the different roles.

Figure 27: The effect of the proposed guidelines on hurdle #1: attention for *how*, source: own ill.



EFFECT ON TRIANGLE, SQUARE AND CIRCLE

The desired and delivered performance are expected to be better aligned as a result of the proposed roadmap because it addresses the interpretation of the project goals in each phase according the corresponding level of abstractness characterising decision moments. This is done by first demarcating the room for interpretation with requirements and assessing the effect of the offered interpretation on the project goals after giving feedback. The interpretation is bought after being worked out in detail and discussed based on its effect on "what". This results in a smoother execution phase where the interpretation is (mainly) fixed.

5.2 PROPOSED VIEW: FACILITATE TEAM DEVELOPMENT TROUGH STAGES

Table 17 showed the challenges faced on role perception throughout the procedure. To accommodate the search of parties for their (new) role, a cooperative hand and to create confidence figure 28 proposes an alternative view of the clarification phase. Instead of expecting from the client and contractor to immediately take their role of listen, align and observe (client) and initiate, coordinate and analyse (contractor) the clarification phase is proposed to be seen as a period of organising these roles in the new collaboration. Both individual project teams are already developed and, according Best Value, must have a consistent core throughout the whole project. The client's and contractor's team have not formed a collaboration yet. Tuckman found that a team has to undergo several stages before it can be said to operate as a successful entity (Lester, 2014). The proposed view sees the collaboration between client and contractor as a team of two entities, both with different roles. The main principle of Tuckman's model is that teams do not create themselves, but have to develop. When understanding the different phases, it is possible to understand and intervene with behaviour (Platform projectmanagement, 2015). The clarification phase in the here elaborated view sets a context were not only the project plan but also the collaboration is elucidated. Taking the model of Tuckman this collaboration goes through the stages of *forming*, *storming*, *norming*, *performing* and *mourning*. The proposed view incorporates time for the new collaboration to go through these five stages conscientiously. The contractor has to earn the client's confidence necessary for him to let go during execution. It also provides time for the contractor to work out his approach in detail and provide a response to all existing concerns. Only when the existing uncertainties about the new collaboration are taken away both parties can fully adopt their new role. Figure 28 shows three ways proactivity can develop throughout the procedure.

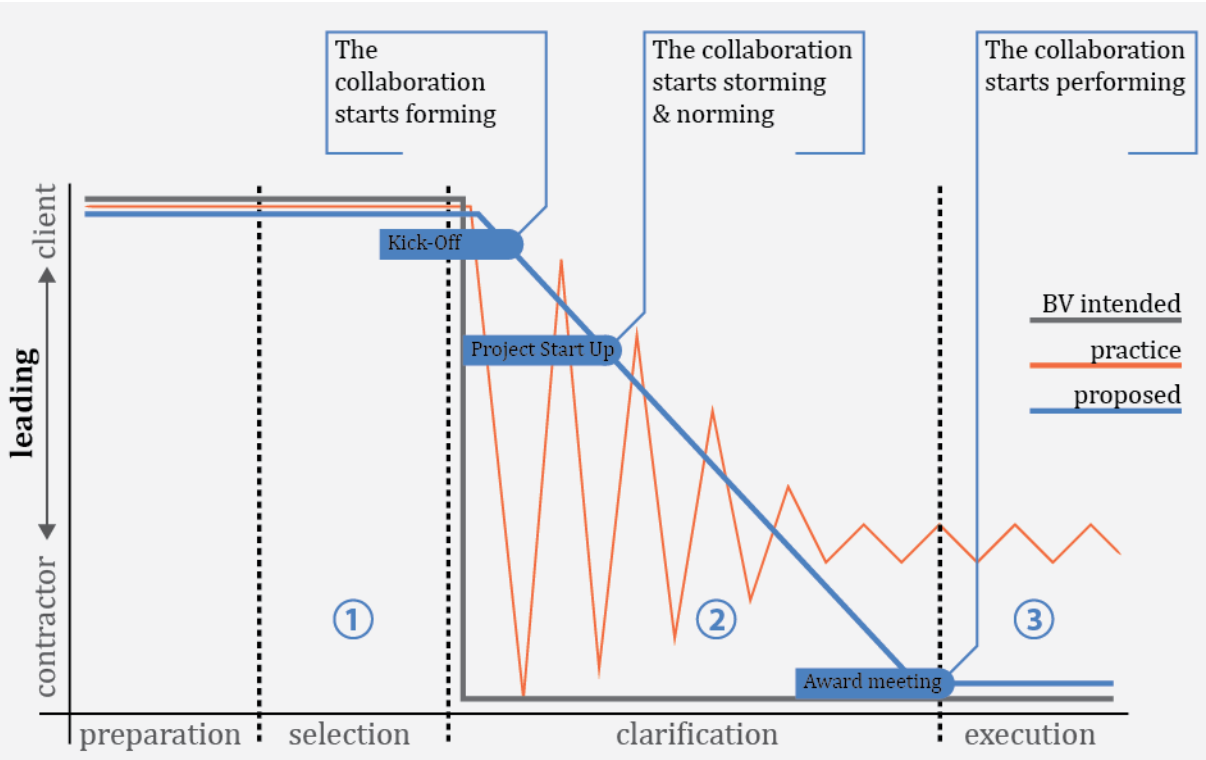


Figure 28: Proposed view 2: facilitate team development through stages own ill.

The dark line is how the roles are intended by Best Value; the client is in the lead during the first two phases and the contractor thereafter. The white line illustrates how it is observed in practice; the client confidently passes the lead to the contractor who is not ready for it yet. This results in both parties trying to take the lead. The client as he fears the contractor does not perform well and the contractor as he feels he needs to display his expertise. The blue line is the proposed

manner of organising the leading role, gradually transitioning from the client to the contractor during the clarification phase. The Best Value procedure does not pay explicit attention for the new collaboration to develop. It articulates preferred behaviour but lacks explicit guidelines to respond to the difficulties of behaving accordingly. The view in figure 28 proposes guidance through a joint role development by gradually transitioning from individual parties to a collaboration of two teams during the clarification phase.

IMPLEMENTATION ROADMAP

Figure 28 suggests the stages of *forming*, *storming* and *norming* in the clarification phase and *performing* and *mourning* after handover resulting in a four-staged development of the collaboration. This section proposes guidelines giving attention to the *forming* of the collaboration on two levels. First without going into the content and then alignment is reached about the outlines of the project making sure parties create a solid starting point. The period following the *forming* is the phase where the contractor elucidates on his offer, the collaboration is than in the phase of *storming*. In the end is tested if all concerns are taken away and everybody knows what to expect. This is the essence of the *norming* phase. Than the contract can be awarded and the contractor can take the lead in executing the project plan. The collaboration is in the phase of *performing*. To reach a clear, explicit collaboration parties are suggested to go through these phases sequentially, as described in the roadmap illustrated by figure 29.

FORMING A JOINT PERCEPTION OF ROLES

Up to the clarification phase no collaboration between the client and contractor has formed yet. After the selection the client is observed to be confident he has found a contractor who knows how to realise the project goals. However, the division of roles has not been discussed at this point. At the beginning of the clarification phase, the client and BV experts expressed in the case study that the contractor 'has no idea what is expected from him, how he needs to deal with the client and how to be proactive. He is accustomed to getting work assigned'. At this point the view elaborated in this section proposes both parties must accept the fact that a new collaboration needs some investment and cannot evolve out of the blue. Both parties must embrace the shared learning and accept the challenge of finding the right division of roles. The collaboration is in the stage of *forming* and team members have to get introduced to each other. In this phase it is important to establish connections as a foundation for the future collaboration.

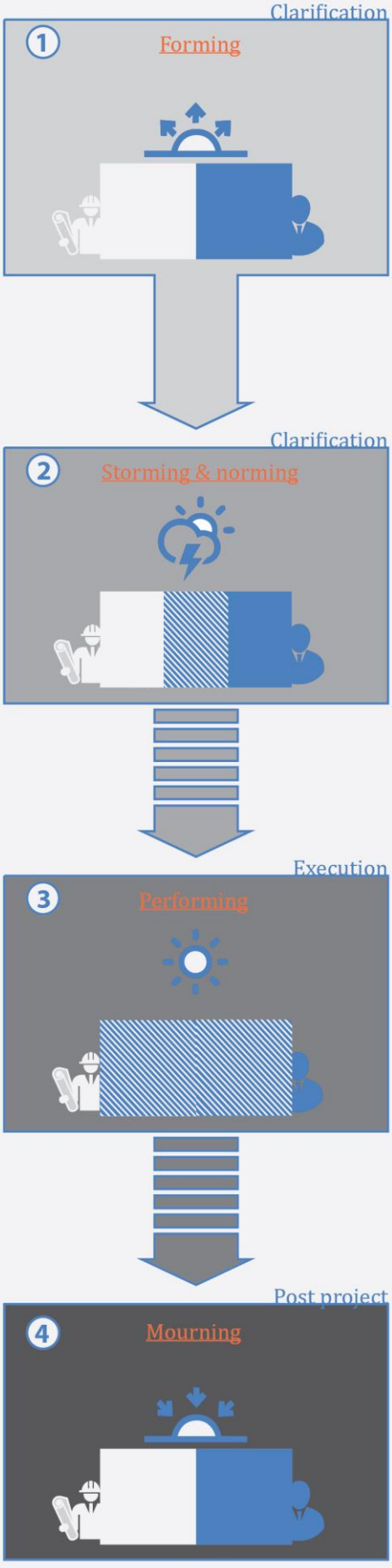


Figure 29: Implementation roadmap proposed view on team development through stages, source: own ill

STORMING & NORMING TOWARDS JOINT PERCEPTION OF ROLES

During the next stage the team members are widely searching for their role. The difference between expectations and reality come to light which can result in tensions. Figure 28 imposes the viewpoint that the client cannot just sit back and listen to what the contractor has to say. He must be able to provide feedback and give his input as problem solving is a vital part of this phase according the model of Tuckman. Otherwise parties will get frustrated and unreceptive for each other's approach. The contractor must prove his approach before the client can let go. However, in order to do so he must have a chance to explore the way the client thinks. He needs time to adopt a more proactive role and this requires anticipation on the expectations of the client. This forms the basis for *norming* and the collaboration starts to develop as the client and contractor start to work together and set the way of communicating.

PERFORMING FROM A JOINT PERCEPTION OF ROLES

When both parties feel they have it under control and are confident in a successful collaboration they can completely adopt their new role and start the execution of the project. As both parties have crystallised their role description and explicitly articulated them to each other the execution phase can be a matter of doing as specified in the project plan. Best Value already emphasise this character of the execution phase, but parties had difficulty doing so. As is observed in the cases this is because clients face difficulties when trying to let go and clients don't easily take accountability for their project plan. They please the client instead of adopting a proactive attitude. By giving additional attention to the perception of roles during the clarification phase this section articulates a viewpoint where a better foundation is created to start the execution phase as the collaboration is guided in the development to the stage of *performing*. As already mentioned before, the execution phase is not the time to make adjustments. Therefore, these efforts should be brought forward. When the role division is made explicit and parties know what to expect from each other they can act accordingly.

MOURNING AFTER A JOINT PERCEPTION OF ROLES

After the project the collaboration faces a break-up of the two teams. If everything goes well the activities are successfully completed, i.e. the project goals are realised at handover. Both project teams can move on to their next project and take the experience of the collaboration with them. Tuckman's model elaborates on the difficulties people can face at this stage, especially when team members have been close with each other. This final stage marks the end of the collaboration and the time must be taken to focus for a moment on the things achieved by this collaboration.

IMPLEMENTATION GUIDELINES

In order to embody the staged transition just described the following guidelines are further elaborated: the *Kick-Off*, *Project Start Up* (*PSU*) and *Award meeting*. The first and last are also described in the current procedure but a new interpretation is proposed. As mentioned before, these guidelines are elaborated as a suggestion to implement the articulated view.

KICK-OFF

The *Kick-Off* marks the start of the clarification phase. In the current Best Value procedure this meeting is organised around the contractor elaborating on his offer in detail. This section proposes to move these project specific elements to a *PSU* and making the *Kick-Off* not about the content of the project. During the *Kick-Off* parties make working arrangements, later on the content is addressed. This meeting is aimed at reducing uncertainty, generating energy, creating support and creating a commonly agreed line. It thereby facilitates the *forming* stage of the collaboration. This staged is about the creation of solidarity, a team structure, stimulation of cooperation and shared learning (Lester, 2014; Platform projectmanagement, 2015; Van De Rijt & Santema, 2013). During this meeting, both project teams are proposed to:

- Get to know each other and familiarise with each other's background.
- Identify the motives and driving forces of both.
- Articulate a clear mission and objectives.

- Draft a clear division of tasks on a general level.
- Articulate mutual expectations on behaviour.
- Draft the rules of the game.
- Express what is important for everyone.
- Articulate the intent to award the contract at the end of the clarification phase.

When these elements are addressed it forms a foundation for the future role division and opens the way for the contractor to plan the *PSU*. Because parties now have a better feeling about the party they face it is easier to work towards an elucidated project plan. Thereby the intent to award the contract must be spoken out loud. In this way the joint interest in a successful ending of this phase is stressed and the contractor can stand more confident behind his plan. In addition, the division of roles is crystallised resulting in less temptation to interfere with each other and a better ground to address each other's behaviour.

PROJECT START UP

The *Project Start Up* is the follow-up of the *Kick-Off* meeting and addresses the project specific topics. During this meeting the contractor sets forth his offer in detail on its key features and addresses important focal points. This meeting should be well prepared and organised after the *Kick-Off*. It should be all about the content of the project. The contractor basically addresses the elements which are placed in the *Kick-Off* meeting in the current procedure. Because both parties have discussed the deliverables and expectations of this meeting upfront the contractor can better anticipate and have his answers ready. Thereby creating a better start of the project and creating less chance for disappointment. In order to organise the needed information, the contractor should be allowed some time to prepare. The following topics are suggested to be addressed:

- The elements included in the offer.
- The assumptions the contractor made to draft his offer.
- The extended risk dossier and mitigation measures.
- What the contractor needs from the client.
- A detailed project planning and planning of the clarification phase.
- The expected deliverables for the Award meeting.

By doing so both parties set a first step in transitioning the lead from the client to the contractor. The collaboration starts the *storming* stage. During this phase it is important to clarify the project goals and create commitment so the processes and structures are defined (Mindtools, 2015a). A successful *PSU* creates confidence at the client making it easier to let go. The *Kick-Off* functioned as an icebreaker allowing both parties to now focus purely on the content of the project. The focus must not be on getting the satisfying answer for all concerns immediately; that's the whole purpose of the clarification phase. Parties should focus on planning the coming period and articulating the focal points which will be addressed during the rest of the phase. The *PSU* is followed by multiple meetings where the client and contractor consult each other. This further facilitates the *storming* and *norming*.

AWARD MEETING

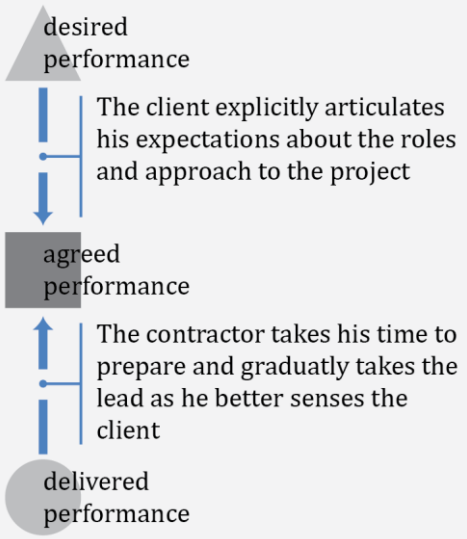
The awarding is the conclusion of the parties adopting to their new role and the official start of the collaboration. This is also the moment the contractor has to fully take the lead and proactively take the client through the actual project. As stated in the current description of the award meeting, the following subjects should be clear by now according the articulated view:

- All issues are addressed to the satisfaction of both the client and the contractor.
- Both parties have made explicit how the coordination is going to take place.
- All risks which are outside the sphere of influence are identified.
- The opportunities incorporated in the project are talked through.

As this is crystallised and expressed the chance of surprises during execution is reduced. The Award meeting indicates the beginning of the *performing* stage; there is a good functioning collaboration able to execute the project plan without much friction (Mindtools, 2015a). Because

these subjects are clear, the client can be confident that the contractor has the project under control and let go. The contractor knows what is expected from him and the project is a matter of following the project plan by now. He can take total accountability for his approach. The collaboration is defined, it is clear what is expected from everyone. That forms the basis for awarding the contract and starting a successful execution of the project goals.

Figure 30: The effect of the guidelines on hurdle #4: perception of roles, source: own ill.



REUNION

The reunion takes place when the project is finished and involves the termination of tasks and disengagement from the project specific relationships. It allows people to deal with the ending of a period. This meeting facilitates the *mourning* stages by paying attention to:

- Celebrating the achieved successes.
- Recognition for all participating team members.
- The opportunity to say personal goodbyes.

EFFECT ON TRIANGLE, SQUARE AND CIRCLE

The desired and delivered performance are expected to be better aligned as a result of the proposed roadmap because it guides the transition from a leading client to a leading contractor. This is done by organising the collaboration based on the stages of *forming*, *storming*, *norming*, *performing* and *mourning*. Practical use of the roadmap is suggested by implementing a non-project specific *Kick-Off* and *PSU* focused on the content. This approach stresses that not every aspect of each role has to be clear at the beginning of the collaboration. The collaboration must be *performing* when the contract is awarded so the client can let go and the contractor can fully take the lead.

5.3 PROPOSED VIEW: CREATE A BASIS FOR A UNIFORM UNDERSTANDING BEST VALUE

Table 17 showed the three observed challenges of understanding Best Value; getting familiar with the Best Value procedure, determining the content of the project plan and creating realistic expectations of the approach. This resulted in different standings on the correct interpretation of the procedure, not knowing when the project plan is elucidated enough and not implementing KPI's and weeklies. The essence of the proposed knowledge development guidance illustrated in figure 31 is something already by Best Value, but not applied on the challenge of aligning all people involved with a uniform Best Value approach: the importance to first plan than act. Learning can be defined as a process that involves grasping some body of knowledge to develop practical expertise and so come to know how to do something (Oltra, 2006). This emphasises the need to both understand Best Value and to apply this knowledge. In view of the observed challenges both parties need to learn to form a uniform approach together as no project and collaboration is perfectly alike. The view shown in figure 31 proposes a learning sequence of *informing, aligning, demonstrating, implementing* and *evaluation.* Theories of learning are embodied by many researches in learning cycles which in general include an inducement, action or reflection and planning or conclusion phase (Kolb & Fry, 1975; Lewin, 1946; Mumford, 1997; NASA, 2012). Elements of the procedure, like the terminology and the weeklies, are perceived as vague and difficult to implement by both parties. From the case study is observed that this resulted in not implementing those elements and come up with additions / replacements. By first inducing interest for the project and adopted Best Value approach the proposed view suggests to create a basis for understanding. Thereafter a step of *alignment* is proposed to make sure both the client and contractor reflect on their perspective towards the procedure, including its elements. Thus,

more clarity can be created on the interpretation of Best Value. When this is clear the implementation of these elements is demonstrated before implemented. Afterwards an evaluation can provide lessons learned for future projects and concludes the learning sequence. The view that is proposed in this section responses to the observed challenges and behaviour of hurdle #5 by guiding the client and contractor through a learning sequence addressing the procedural meetings and documents in multiple stages.

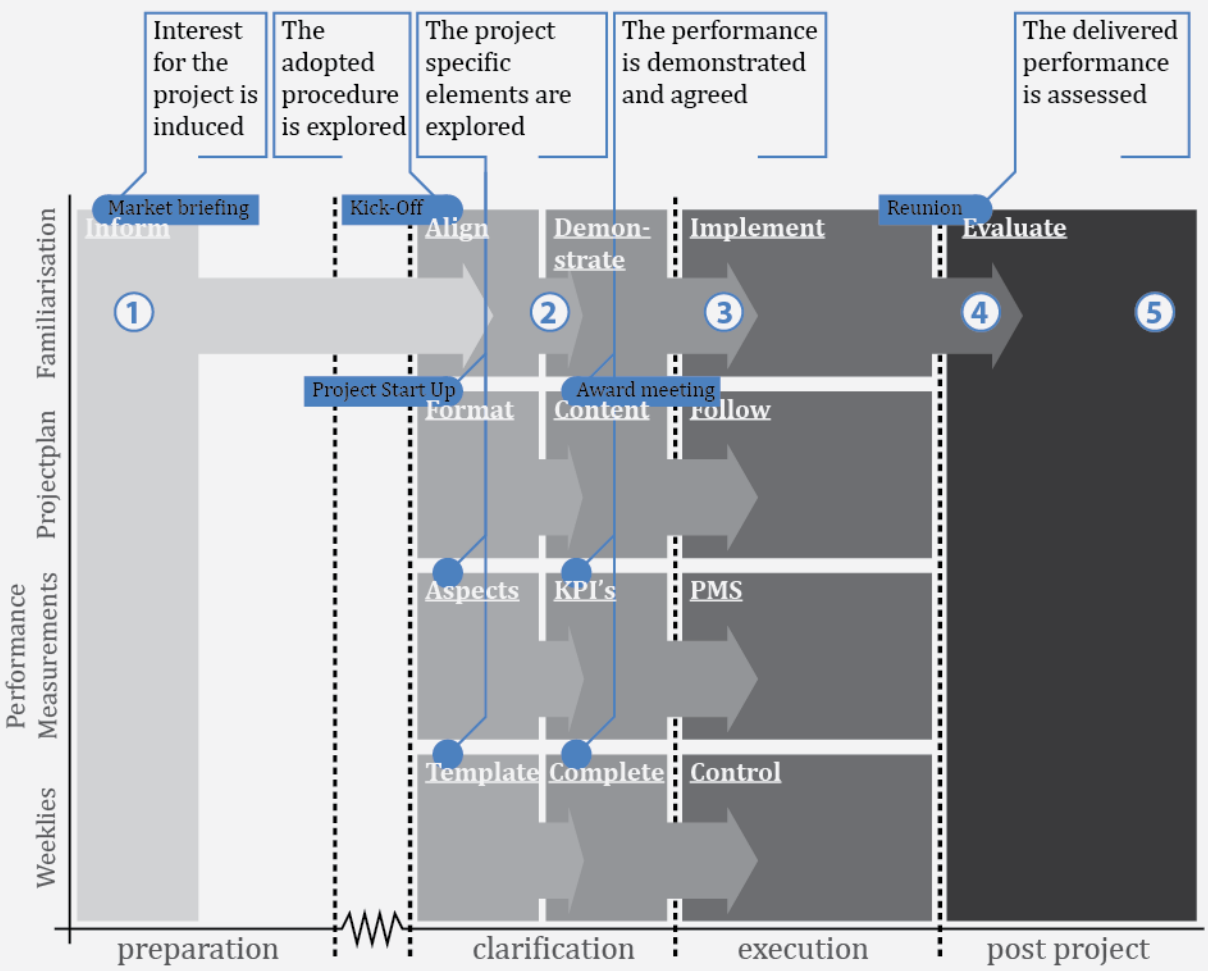


Figure 31: Proposed view 3: create a basis for a uniform understanding of Best Value, source: own ill.

IMPLEMENTATION ROADMAP

The articulated view focusses on a staged approach to the documents and a familiarisation with the procedure through a learning sequence. This approach uses insights from the 5E learning cycle developed by the Biological Sciences Curriculum Study (BSCE). This instructional model begins with the current knowledge of students and their (new) ideas relating to that existing standing. The next step involves direct instruction where it is systematically explained what students cannot discover by themselves. Third is an opportunity for the student to demonstrate their understanding before new experiences can challenge this understanding (Bybee et al., 2006). The final step is an on-going diagnostic process that allows the teacher to determine if the learner has attained understanding of the concepts and knowledge (NASA, 2012). For the proposed roadmap in figure 32, the student is replaced by the contractor and the teacher by the client. This results in a first step where the prior knowledge is accessed through an activity that promotes curiosity and elicit prior knowledge. The second step entails an exploration to construct a common base to facilitate the concepts, processes and skills of Best Value. Than an opportunity is given to demonstrate the conceptual understanding of principles, the procedure, and behaviour which ends by the application of this understanding. Finally, the evaluation encourages both parties to assess their understanding and abilities providing opportunities to evaluate the progress.

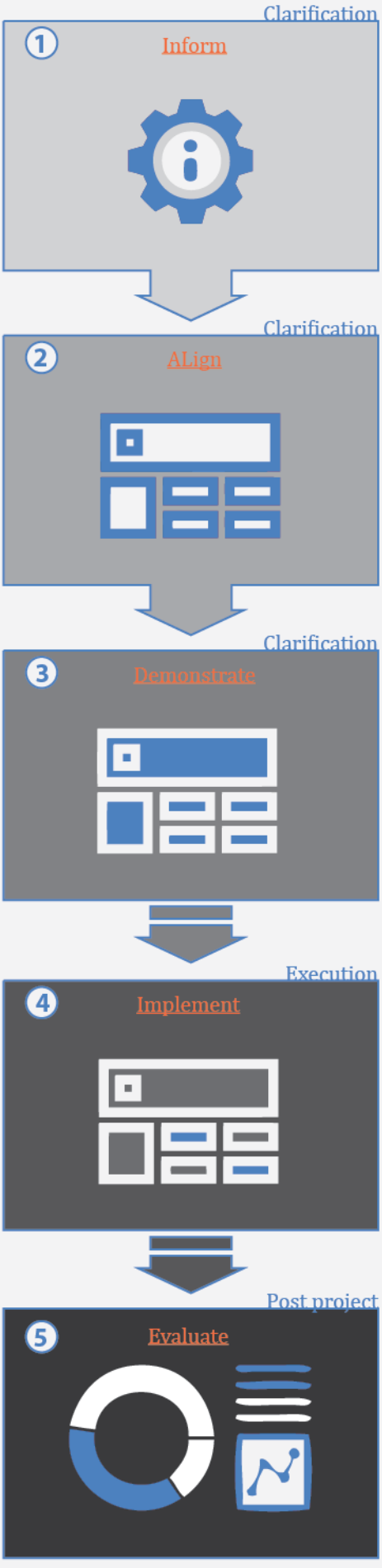


Figure 32: Implementation roadmap for the proposed view on creating a basis for a uniform understanding, source: own. ill

INFORM

Most parties are (relatively) new to Best Value and, if not, its practical implementation is different for each project as well. To deal with the familiarisation obstacle the roadmap proposes to inform contractors about the taken mentality towards Best Value. This embodies the first E of the 5E model: *engage*. The purpose of this first step is to pique the interest of both parties and get them personally involved in the current project while assessing prior understanding. During this experience, parties first encounter and identify the instructional element (NASA, 2012). This is embodied in the current Best Value procedure through the market briefing when potential contractors are introduced to the philosophy of Best Value and explained which procedure and evaluation is adopted. The behaviour of the potential contractors matching this stage is: attentive in listening, asking questions, demonstrating interest in the project and showing their own entry point of understanding. The client motivates, creates interest, taps into what contractors know or think about Best Value and the project and raises questions and encourages responses (based on CSCOPE, 2002).

ALIGN

After the selection both parties need to align their standing on Best Value on two levels according the view resulting from figure 31. First non-project specific alignment, on the philosophy of Best Value. Secondly, aligning on a project specific level by paying attention to the structure of the project plan, what performance is intended to be measured and the format for the weekly report. This is the second E: *explore* and works towards the project teams building their own understanding of Best Value in practice. Emphasis in the proposed view is placed on questioning, data analysis and critical thinking (based on NASA, 2012). This gives room for the client to raise concerns on the proposed approach before it is further elucidated. He can articulate missing elements of the project plan, performance measurement or weekly report before their content is demonstrated by the contractor. The first non-project specific meeting is intended by the proposed view to align the expectations about the approach and explore the adoption of the procedure. The second project specific meeting is designed to align the expectations about the actual interpretation of documents. During these steps, the contractor is seen by this perspective to conduct activities, predict, and form hypotheses or make generalizations, become a good listener, share ideas and suspend judgment, record observations and/or generalizations and discuss tentative alternatives while the client is viewed to act as a facilitator, observe and listen to the contractor as they interact, ask good inquiry-oriented questions, provide time

for the contractor to think and to reflect and encourage cooperative learning (based on CSCOPE, 2002).

DEMONSTRATE

When both parties are aligned concerning Best Value and the approach towards the documents the contractor is invited to demonstrate its content. The purpose is to provide the contractor with an opportunity to communicate his knowledge about the project and figure out what it means for the execution (based on NASA, 2012). This third step results in a finished project plan, KPI's and complete WR which are ready to implement. This is the third E: *explain* as stated by the instructional model as a phase which provides opportunities for teachers to directly introduce a concept, process, or skill. Learners explain their understanding of the concept (Bybee et al., 2006). Translated to the Best Value approach: clients are given de opportunity to raise concerns and ask questions about the proposed content for the documents while the contractor explains his understanding of the corresponding activities. This leads to a deeper understanding of the interpretation of the project before the contract can be awarded. The client's behaviour in this phase is envisioned to be characterised by encouraging the contractor to explain their observations and findings in their own words, listening and building upon discussions introduced by the contractor, asking for clarification and justification and accepting all reasonable responses (based on CSCOPE, 2002).

IMPLEMENT

Once the project plan, KPI's and WR are clear for both parties and adequately elucidated everybody can have confidence in a proper implementation of them. Where in the current procedure the KPI's are already proposed and incorporated in the weekly report at the start of the clarification phase this is postponed to the start of the actual project. This phase is aimed at using the knowledge and continue to explore its implications. This is the fourth E: *extend*; through new experiences, the contractor develops deeper and broader understanding, more information, and adequate skills (Bybee et al., 2006). Its implementation is thus following after three stages: *informing* about the intent, *aligning* the approach and *demonstrating* the content of the project plan. The implementation of all documents should be done from day 01 of the project, as planned and agreed. During this period, the elaborated perspective views the client as encouraging the contractor to apply or extend the concepts and skills and using the terms and definitions previously acquired. The contractor is seen as the party applying these terms and definitions, using previous information to make reasonable judgments, providing reasonable conclusions and solutions and report based on observations, explanations, and solutions (based on CSCOPE, 2002).

EVALUATE

All projects are unique and result in lessons learned. Therefore it is proposed that the procedure is always evaluated by both parties to extract experiences which can be used in future projects. It provides a final assessment of the delivered performance, this roadmap proposes the question: 'What end-result is achieved by the adopted project plan?' This is the last E: *evaluate*; aimed at determining how much learning and understanding has taken place (NASA, 2012). For a project this means reviewing the process both parties went through. As formulated by the 5E model this final stage encourages students to assess their understanding and abilities and provides opportunities for teachers to evaluate student progress toward achieving the educational objectives (Bybee et al., 2006). Translating this to the Best Value procedure result in a perspective where the contractor is given the opportunity to take his lesson's learned with him to a next project and giving room for the client to evaluate the work at handover in relation to the project goals.

IMPLEMENTATION GUIDELINES

To practically implement the roadmap the use of the guidelines is further extended. The market briefing, which is already part of the Best Value procedure is elaborated on and a reunion is added to give form to the evaluation. Again, these guidelines serve as a suggestion.

MARKET BRIEFING

This first meeting between the client and potential contractors aims at introducing everybody to Best Value and elucidating on the adopted procedure. The focus during this meeting is on performance measurement, accountability and risk minimization (Van De Rijt & Santema, 2013). Focus on the terminology can be added to make the new approach more accessible for contractors and less distracting from the content, making the topics to be discussed the following:

- The Best Value principles.
- The award criteria.
- Project specific information.
- The ceiling price.
- The BV procedure and its terminology.

This activity makes connections between past and present learning experiences, expose prior conceptions, and organizes contractor's thinking toward the project goals of the current project. The main activity is to anticipate on preconceptions, misconceptions or naïve conceptions which are present. Practical ways of doing so are asking specific questions and noting the responses and engaging the contractors in this meeting to elicit what they know (based on Jobrack, n.d.).

KICK-OFF

The Kick-Off meeting provides an opportunity to get everybody thinking along the same line regarding Best Value. Currently this is addressed through a refreshment session held by the Best Value expert to prepare the contractor for the clarification phase. The aim of this session is to ensure a jump start during the *Kick-Off*. However, the challenges of this hurdle don't only stem from a need of the contractor. Both parties should be aligned on the approach internally and together. Therefore the Kick-Off can be deployed to let both project teams prepare. In practice this means parties need to address the following in addition to the subjects mentioned before:

- Walk through the procedure in detail.
- Address the expected deliverables for the *PSU*.
- Express what parties expect to achieve by adopting Best Value.

This results in clear expectations on the benefits of Best Value for the future collaboration and aligns the approach. By articulating the expected deliverables for the *PSU* upfront, a mismatch of expectations is avoided.

PROJECT START UP

As mentioned in the previous section the PSU is the project specific follow-up of the Kick-Off. This meeting provides an opportunity to align both project teams on the deliverables of the clarification phase. This means the topics which should be addressed in the project plan are discussed. In this way the client is consulted and has the opportunity to give input. That provides guidelines for the contractor and aligns expectations. It does not however mean delivering the content to the project plan is a joint activity. As elaborated before, the client should already begin to listen, align and observe meaning the contractor presents his proposed table of content on which the client expresses feedback in response. Second is the determination of the performance measurement. The contractor expresses the performance he is intended to measure, again he takes the proactive role of proposing. This gives room for the client to express the performance aspects which are important for him to be satisfied at the end of the project and give input for the contractor to draft the KPI's. Lastly parties go over the template for the weekly report. This is nothing more than determining the different rows, columns and headings. The filling in of this template is done by the contractor throughout the clarification phase, resulting in a completed template at the award meeting. Thus, in addition to the topics of page 74 this meeting deals with:

- The format for the project plan.
- The performance aspects which have to be turned into KPI's.
- The template for the weekly report.

As these items are talked through, the project specific starting point of the clarification phase is determined and input is given for the content of the project plan. Practical ways to give further guidelines for the *explore* stage are to listen to the contractor's ideas to identify misconceptions, promote dissatisfaction by challenging the approach (for example by providing evidence that illustrates inconsistencies), inspire debate about the approach and challenge through exploration (including discussion, demonstration, and hands-on activities) (Jobrack, n.d.). The *PSU* is followed by multiple meetings where the client and contractor go over the content.

AWARD MEETING

The aim of the clarification phase is to elucidate on the offer. If this offer turns out to provide confidence for a successful realisation of the project goals it is awarded with a contract. The different documents necessary to demonstrate this confidence are formed *during* the phase and tested afterwards. An emphasis must be on the shared learning and *process* it takes to give proper content to the project plan, KPI's and WR. The following subjects should be worked out in detail and agreed upon:

- The content of the project plan.
- The KPI's;
- The complete WR.

By doing so, it provides a strong basis for their use during the execution phase. This approach proposes to first put effort in aligning all present perspectives of them, than plan them in detail and finally use them when their most necessary: during the realisation of the project goals. This meeting marks the start of the 4th step in the roadmap: implementation. Only when both parties agree on the interpretation of them they can be used.

REUNION

An evaluation moment properly concludes the project and allows parties to assess their experience with the procedure they went through. The focus of this reunion is on unique features; the aspects that went really good, things that could have gone better and input for change. Topics to be addressed are:

- Deviations on the project plan.
- Client's and contractor's satisfaction.
- The performance measurements.
- Opinions of all people involved from start to finish.

This gives opportunities for both parties to increase their understanding and experience of Best Value in their own organisation. Following this reunion they can propose changes in approach, spread their lessons learned and establish improvement processes. In addition it concludes a successful collaboration as parties can expect to meet each other in the future again.

EFFECT ON TRIANGLE, SQUARE AND CIRCLE

The desired and delivered performance are expected to be better aligned when both parties go through a staged approach of *informing*, *aligning*, *demonstrating*, *implementing* and *evaluating*. This approach gives parties the opportunity to first discuss the approach; i.e. format of the project plan, aspects of performance measurements and template for the WR. Then determining the content and demonstrate this before it is actually implemented. The observed behaviour is thereby challenged as it is made easier to adopt the weekly report and KPI's and discussing the deliverables of the clarification phase is incorporated in the procedure.

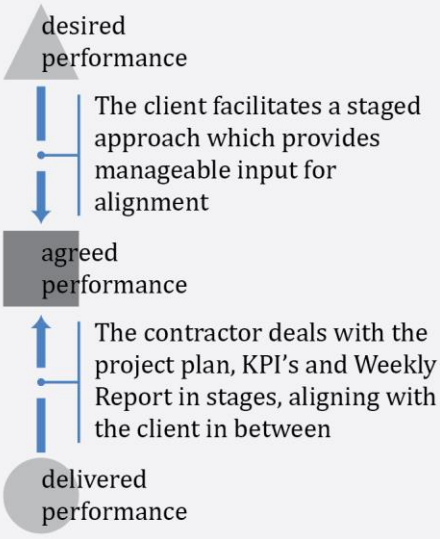


Figure 33: The effect of the guidelines on hurdle #5: understanding of Best Value, source: own ill.

5.4 Overview of implications for the Best Value procedure

The views articulated in the last sections propose a shift in perspective from the pure Best Value mind-set on some aspects. The differences & similarities in belief are summarised in table 18.

Differences between pure BV procedure and proposed view

Pure Best Value	Proposed view
1. The client is the non-expert who sort of knows what he wants and articulates this at the beginning of the procedure, the "how" is outsourced to the expert contractor who can best determine the interpretation of the project goals.	1. The client can only progressively evaluate what he wants and articulates this to a more specific level of detail each phase, the effect of "how" on "what" is outsourced to the contractor who can best demonstrate the interpretation of the project goals.
2. The client does not have to trust the contractor to realise the project goals because the contractor demonstrates that he can realise the "what" in his performance underpinning and an expert knows which facts apply to the project goals and thinks from this perspective.	2. The client does not have to trust the contractor to realise the project goals because the contractor demonstrates that he can realise the "what" in a worked out project plan, making the details of the project known knowns.
3. The Kick-Off marks the start of the collaboration based on defined role of the client (listen, align and observe) and the defined role of the contractor (initate, coordinate and analyse).	3. The Kick-Off functions as a startpunt for the development of the collaboration from which the client and contractor grow into their role.
4. The client can let go during the clarification phase because the expert has allready considered the project very carefully and thus has all neccesary information ready waiting on the shelf.	4. The client can only let go once the contractor has demonstrated to be in control of the project, the contractor needs the clarification phase to organise the information neccesary to respond to the concerns of the client.
5. The Best Value philosophy is safeguarded by the market briefing for all interested contractors and optional refreshment session for the prefered contractor, the expert knows best himself what the project plan should look like, how his performance should be measured and how the weekly should be completed.	5. The application of Best Value is different in every project, the client and contractor have to jointly go through a learning sequence to have a consistent view of what the project plan should look like, how his performance should be measured and how the weekly should be completed.
6. The weekly and KPI's are implemented during the clarification phase.	6. The weekly and KPI's are implemented during the execution phase.

Similarities between pure BV procedure and proposed view

Best Value views which are highlighted by the proposed view
7. The client should think very carefully about what needs to be tackled and needs to articluate a context for the project goals in which all sollutions are satisfying.
8. The market briefing is an important element in safeguarding the Best Value philosophy at all involved parties.
9. The contractor is in the lead from the moment he is selected.
10. The execution of the project is a matter of 'doing': everybody is maximal prepared and the foundation for a succesful project is created during the clarification.

Table 18: The differences & similarities of the proposed views in comparison with the pure Best Value philosophy, source: own ill.

5.5 CONCLUSION: GUIDELINES

Best Value calls for a paradigm shift to let go of minimum standards/norms, inspections & control and towards the transfer of risks to the entity that is most able to minimalize them (Van De Rijt & Santema, 2013). The proposed view articulated in the last sections respects those key principles but offers a less rigid perspective to some of the viewpoints articulated by the Best Value philosophy. In a way it gives account for a nuance on the articulated Best Value positions 1 to 6 of the previous table. On other viewpoints an emphasis is placed as a result of the analysis of the observations from chapter 3. These standings are already conveyed by Best Value and are further highlighted by the proposed viewpoint.

With table 18 an adapted view towards Best Value is proposed which summarises the procedural adjustments resulting from the guidance suggested as a response to the behaviour presented in table 17. With this, an answer is formulated to the third research question of page 7; 'How can guidelines to deal with the challenges and behaviour underlying the observed hurdles be integrated in the Best Value procedure?' From the insights obtained in chapter 5 it can be concluded that:

Answer research question 3

in order to deal with the behaviour underlying the defined hurdles it is proposed to 1) give attention for *how* throughout the procedure, 2) facilitate team development through stages and 3) create a basis for a uniform understanding of Best Value.

6

CONCLUSION

ANSWERING THE MAIN RESEARCH QUESTION

The previous chapter provided an answer to the last research question. This elaborated on the last part of the research by placing Best Value in a nuanced perspective and highlighting standings underpinned by this research. That makes it time to take stock of the outcome. The reflection of the undertaken journey reviews the conclusions that can be drawn. Chapter 1 defines a starting point, next an overview is set forth on the main achieved insights and their implications for the Best Value procedure.

This chapter articulates the conclusion based on answering the main research question. First, it elaborates shortly on the answers provided in chapter 3, 4 and 5 to the research questions. Thereafter the proposed perspective towards Best Value is compressed to provide a concise answer for the main research question. This is reflected upon in the third section discussing the undertaken research. The final section consists of recommendations for practical use and for further research.

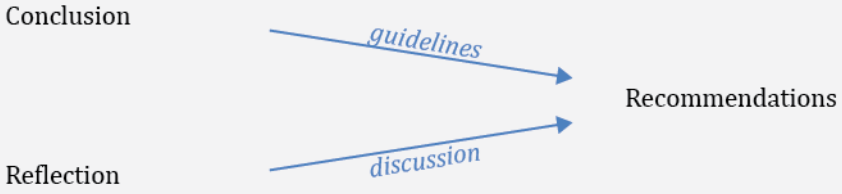


Figure 34: Step (e) of the research framework: the conclusion and reflection form recommendations, source: own ill.

6.1 ANSWER TO THE RESEARCH QUESTIONS

Three research questions were introduced in the first chapter to guide the research through a structured process leading to an answer for the main question. This section provides the response to these research questions. The first research question corresponds with chapter 3 and consists of the observed hurdles. Chapter 4 provides insights on the observed challenges and behaviour characterising the hurdles. This answers the second research question. Lastly, chapter 5 elaborates on the third research question by proposing guidelines to overcome the hurdles.

RESEARCH QUESTION 1: WHICH HURDLES ARE PRESENT IN THE BEST VALUE PROCEDURE HINDERING AN OPTIMAL CLIENT – CONTRACTOR RELATIONSHIP?

The Best Value philosophy is based on utilizing expertise. The contractor is identified as the expert being the appropriate party to interpret how the project goals can be realised best. The client articulates his need to the market and he lets go of the interpretation once the most suitable contractor is identified. Theory on collaboration suggests project performance benefits from a client and contractor who join forces and agree on project results while many levels of clear communication are established in a 'we' process. This collaboration is subject to opportunism resulting from transaction costs, bounded rationality and control mechanisms. In addition, regulation influences the collaboration by its principles and through standardised contracts. A comparison of those theoretical insights with the current description of the Best Value procedure leads to five identified discrepancies. These are labelled *alleged hurdles* and explored in practice to assess their impact on the alignment of desired and delivered performance. From the study observing four run procedures is concluded that the following hurdles hinder an optimal client – contractor relationship in the current Best Value procedure.

The hurdle of attention for *how* shows that limiting the room between desired and delivered performance requires uniform expectations about "how" the project goals are realised. Based on theory, this hurdle was expected to have a negative impact through ambiguous, unclear or unspoken expectations of the interpretation of the project goals. In practice it is observed in the case study that:

- Both parties struggle to find the right level of detail subject to discussion, it is difficult to align expectations about "how" with all involved people.
- A clear focus on the main issue and end result is difficult for both parties.
- It is unclear when and in what way the actual detailing should be determined.
- It is difficult for the client to let go of his idea about the "how".
- The contractor finds it difficult to claim ownership of the free room for interpretation.

The hurdle of perception of roles shows that limiting the room between desired and delivered performance requires an explicit clear collaboration. Based on theory, this hurdle was expected to have a negative impact through parties whose behaviour deviated from what is required by the Best Value procedure. In practice it is observed in the case study that:

- Both parties face difficulties in adopting their (new) role.
- Both parties experience more interaction and interference than expected.
- The client tries to take a step back but stays curious to the details of the project.
- The contractor feels uncomfortable taking the lead.
- Both parties find it difficult to determine the right moment to reach an agreement.

The hurdle of understanding Best Value shows that limiting the room between desired and delivered performance requires uniform understanding of Best Value. This hurdle was expected to have a negative impact through a lack of or difference in understanding the intended procedure. In practice it is observed in the case study that:

- Parties did not always felt it was clear what was expected from them and how to approach a certain element of the procedure.
- Both parties feel the clarification phase is unclear and guidelines are sought.
- New terminology is difficult for the contractor to adopt.
- When understanding and commitment for the approach is lacking this negatively effects the project performance.
- Clients expected more innovations and better results from using Best Value.

RESEARCH QUESTION 2: WHAT BEHAVIOUR MUST BE ADDRESSED TO BETTER GUIDE THE CLIENT AND CONTRACTOR IN OVERCOMING THE OBSERVED IMPACT?

The first observed hurdle, attention for *how*, is characterised by three difficulties. The cross-case analysis showed that parties had problems to explicitly appoint the room for interpretation by the contractor, the preferable level of detail and the activities included in the offer. The client is observed to form an opinion about the outsourced interpretation while the client does not take ownership of that interpretation. The observed behaviour that is to be addressed consists of:

- Interference of the client with the approach of the contractor.
- The urge to discuss every detail and the urge for approval.
- Ambiguous, unclear and unspoken expectations about the interpretation.

The second observed hurdle, perception of roles, is characterised by a joint role exploration, difficulties in listen, align and observe or accountable behaviour and uncertainties about the collaboration. The client is observed to fall back in traditional manage, direct and control behaviour instead of letting go while the contractor struggled to take the lead as an expert. The observed behaviour that is to be addressed consists of:

- Disappointment of the client and hesitance of the contractor.
- Distraction from the main focus by peripheral issues.
- Little room for both parties to grow into their (new) role.

The third observed hurdle, understanding of Best Value, is expressed by the challenges of adopting and familiarising with the terminology, familiarising with the documents and approach, determining the start and finish of the clarification phase and creating realistic expectations of the Best Value procedure. Both parties are observed to face difficulties in aligning everybody involved internally to Best Value and form a uniform understanding between both organisations. The observed behaviour that is to be addressed consists of:

- Not using KPI's, the WR or key principles.
- Doubting when the project plan is assuring enough.
- Discontent when the promises of Best Value do not immediately become visible.

RESEARCH QUESTION 3: HOW CAN GUIDELINES TO DEAL WITH THE CHALLENGES AND BEHAVIOUR UNDERLYING THE OBSERVED HURDLES BE INTEGRATED IN BEST VALUE?

In order to deal with the underlying behaviour of the observed hurdles the following procedural adjustments result from the views proposed in chapter 5:

- Attention for the interpretation of the project goals in every phase of the project according the corresponding level of abstractness by both the client and the contractor;
- A joint role development by gradually transitioning from individual parties to a collaboration of two teams during the clarification phase;
- Guiding the client and contractor through a learning sequence addressing the procedural components in multiple stages.

The proposed views are suggested to be integrated in Best Value by implementing the guidelines elaborated next.

DURING THE PREPARATION PHASE…

The client has to envision the end result, for instance through *scenario thinking*, and demarcate the room for interpretation using requirements. When the client anticipates on the unknown interpretation of his project goals he can better identify what is important to him. This results in less room for unwanted proposed solutions. The preparation phase is the moment to pique the interest of involved parties and assess the prior knowledge of the client and contractor. The *Market Briefing* is the opportunity to inform all contractor about the way the project is approached. This first encounter between the client and potential contractor forms a basis for a uniform understanding of Best Value.

DURING THE SELECTION PHASE…

This phase involves a development from abstract to specific just as the other phases. *Harmonisation moments* can function as a check on the proposed solution. This guides the step towards a more specific decision and deals with new insights resulting from the proposed solutions. Feedback contributes to a better aligned image of the needed performance. This image is the input for the clarification phase and provides information about the desired and (future) delivered performance.

DURING THE CLARIFICATION PHASE…

The *Kick-Off* marks the start of the clarification phase and the beginning of the collaboration. During this meeting both parties focus on non-project specific aspects providing a foundation for the future role division. It reduces uncertainty, generates energy, and creates support and a commonly agreed line. During the *Kick-Off* is also dealt with the understanding of both parties regarding Best Value. The client and contractor articulate their expectations of the coming period and discuss the input for the next meeting: the *Project Start Up.* This is the second time all involved actors of the client and contractor meet and the focus is on the content. The topics to be discussed are already mentioned in the *Kick-Off* so the contractor can be well prepared. He is in the lead, proposing a format for the project plan, the important performance aspects and a template for the weekly report. The client challenges the approach and provides input through the articulation of concerns. The *PSU* also means a step towards a more explicit collaboration. Both parties elaborate on the division of tasks and the processes and structures are defined. Than an elucidation on the offer can take place, it should not be expected from the contractor to have elucidated on the offer before aligning with the client. During this period the emphasis for the contractor is to demonstrate the performance he is going to deliver. Therefore he should always explain the effect of his interpretation on 'what', that is the project goals. By making the effect a *known known* this becomes subject to the decision and ambiguous, unclear or unspoken expectations are avoided. The *Award meeting* ends the clarification phase and examines the deliverables and collaboration. If the contract is awarded the client buys the project plan, agrees with the KPI's and the completed WR. He also buys the things which are not specified yet and leaves this to the contractor. Both parties agree on the content and from this moment on the project plan is leading, KPI's are measured and WR used to report. The *Award meeting* also examines if everything is clear to start *performing* as a collaboration. Because the contractor has demonstrated the performance he is going to deliver the client can better let go and the contractor can better take accountability. Not only the documents can be implemented, also the collaboration.

DURING THE EXECUTION PHASE…

The collaboration and approach are clear. The interpretation of "how" is agreed upon. The execution is a matter of pursuing the project plan. Important is to remain focus on the effect of "how" on "what". The reports should all focus on its effect on the project goals and the same counts for any choices which are not yet fixed.

AFTER THE PROJECT…

A *reunion* addresses the need to evaluate. It addresses the deviations on the project plan, the satisfaction of both parties, performance measurements and opinions of the people involved in

the procedure. This meeting marks the end of the project and facilitates the *mourning* stage of the collaboration.

6.2 ANSWER TO THE MAIN RESEARCH QUESTION

This thesis starts with the formulation of a problem definition: the current Best Value procedure does not result in the desired client – contractor relationship during the clarification and execution phase. The procedure is designed to result in a realisation of the project plan, which embodies the project goals. During the clarification phase the desired and (future) delivered performance have to be aligned. Multiple challenges make it hard to explicitly articulate these expectations in the client – contractor relationship. Therefore, the triangle, square and circle of figure 2 are not overlapping and both parties fall back in traditional behaviour as they try to steer the end result.

The objective of this study is to identify ways to optimize the client – contractor relationship in the Best Value procedure. This relationship is organised around the fulfilment of a need articulated by the client. The project performance is optimal when the project is handed over as agreed: on time, on budget and according specification. The triangle, square and circle overlap in this situation. As the client – contractor relationship is launched to achieve the agreed performance the following question is central to this graduation thesis:

MAIN RESEARCH QUESTION: HOW CAN THE RELATIONSHIP BETWEEN THE CLIENT AND THE CONTRACTOR DURING THE CLARIFICATION AND EXECUTION PHASE OF BEST VALUE BE OPTIMIZED TO BETTER ALIGN PROJECT PERFORMANCE?

The client – contractor relationship is hindered by ambiguous, unclear or unspoken expectations about the interpretation of the project goals, role adoption that deviates from expectations and diverse understanding of Best Value. These challenges lead to suboptimal behaviour observed at both parties based on three hurdles. The client is curious about the interpretation and tries to influence the end result. The contractor does not easily take ownership of his solution and struggles with his leading role. In addition, it is identified that it is hard to implement the procedure as a whole. Therefore, the relationship can be optimised by (1) addressing the interpretation of the project goals during all four phases instead of fully outsourcing the "how", (2) facilitating a joint role development where the client and contractor are given the possibility to form a collaboration together and (3) the implementation of a learning sequence gradually introducing the documents and key components of Best Value.

The answer to the main research question leads to some different views than articulated by the pure philosophy of Best Value. The Best Value paradigm translates its theories to the procedure in a strict way. The contractor is the expert thus the client is the non-expert. The expert demonstrates his performance, thus trust is no issue. This results in a contractor given the total responsibility to interpret the "how" and take accountability for the answer to the project goals he proposed himself. Best Value envisions the non-expert to listen, align and observe while the expert initiates, coordinates and analyses. The expert has very carefully overthought the project before he made his proposal, thus the non-expert must let go from interfering. This is translated to a Kick-Off meeting which functions as a turning point putting the contractor in the position of totally taking the lead and the client to limit his input to expressing concerns. An expert knows best himself how to make a project plan, measure his own performance and use the weekly report. A non-expert managing, directing and controlling never improves quality. In the Best Value procedure the understanding of the approach is expressed through safeguarding the philosophy only before the clarification phase starts and implementing the weekly report and KPI's right after selection.

The proposed views suggest a less exact translation and introduce new models to the existing paradigm. The non-expert progressively gets more insights in what he wants and develops his

ideas about "how" to a more specific level, just as the expert also develops a more detailed elucidation of the "how". The non-expert cannot trust the expert until he demonstrates to have the project in control up to detail. This translates into a view where the client does not outsources the "how", but the expertise of knowing the effect of "how" on "what". He is confident at awarding the contract because the project plan is worked out in detail. The non-expert and expert have to develop their specific collaboration where the articulated Best Value behaviour mostly serves as a guideline. The expert knows how to carefully plan projects but cannot be expected to do this upfront. An expert needs the clarification phase to precisely elucidate his plan to the specific concerns of this non-expert. The 5 stage model of Tuckman is introduced to the procedure to facilitate team development of the client's and contractor's collaboration in stages. An expert needs input of the non-expert to ensure the expectations of the taken approach are consistent. This results in an introduction of the 5E model of BSCE to create a basis for a uniform understanding of Best Value and implementation of the weekly report and KPI's after the actual awarding of the project.

This research also highlights some of the perspectives already conveyed by Best Value. The views used to answer the main research question build on the current theories of the paradigm. The client should very carefully think of "what" needs to be tackled. It is emphasised that it is very important for the client – contractor relationship to be successful that the project goals are clear. This stems from a thorough assessment of the desirable (and undesirable) end result envisioned by the client. The guidelines proposed to deal with the observed challenges and behaviour also rely on a well-functioning market briefing. This is important to assess the prior knowledge of everybody involved and helps aligning the understanding of Best Value. The observations of the case study illustrate this multiple times by the impact of actors not aligned with the Best Value philosophy. Third highlighted principle is that the expert is in the lead. The contractor is the appropriate party to be proactive throughout the whole Best Value procedure. The last highlighted principle of Best Value which comes forward in the articulated guidelines is that the execution must be a matter of doing. Although in the case study it is not observed to be the reality in practice it is already strongly elaborated by the current Best Value procedure: everybody must be well prepared and create the foundation for a successful project before the agreed performance can actually be realised.

6.3 Discussion

This section reflects on the undertaken research. It puts the outcome in a broader perspective and evaluates its strengths and its limitations. First a look is taken at the promises of Best Value in relation to the proposed views. Thereafter is elaborated on an important limitation of this research. It is based on the identification of five discrepancies between the theory and current BV procedure which is not all extensive. Third is given attention to the positive impact observed in the case study. The cross-case analysis and proposed views focus on the hurdles present in practice. The possible lessons learned have been largely ignored and are discussed here. The results of this research are presented and discussed with a sounding board which resulted in valuable input stated fifth. Lastly, attention is given to the context in which the outcome can be seen. Through the validity, generalisability and relevance is indicated in what way this thesis should be interpreted.

Promises of Best Value

Claims about the achieved success of Best Value are expressed throughout various publications. These claims are elaborated in the theoretical framework on the Best Value philosophy which articulates six central promises. This paragraph returns to those promises with the proposed views in mind to discuss their implications for the stated claims.

PROJECT COMPLETION WITHIN TIME AND BUDGET

The dominant argument underlying the claim of Best Value to realise projects within time and budget is the principle of reporting on deviations during execution. As a result of an accountable expert who realises the project goals based on his own plan less change orders exist. This is emphasised by the proposed view on attention for *how*. This view showed the importance of elucidating the project plan during the clarification phase. By addressing the "how" and acknowledging the freedom of interpretation more clarity on the responsibilities during execution is created. The alignment on the interpretation of the agreed performance is expected to contribute to this claim. The second view elaborates on the development of the collaboration towards a state of performing. This guidance is expected to contribute to the claim in two ways. For one, less difficulties in the collaboration are expected to be present during the execution phase. Second, when the project shows to be difficult the collaboration is better prepared to deal with challenges. The last proposed view introduces a staged approach to the understanding of Best Value. This decreases the chance of misunderstandings about the adopted procedure and better alignment of its use. The nuances proposed by this research can be seen as strengthening this claim, mainly through facilitating a smoother organised course of activities.

LESS MANAGEMENT EFFORT FOR THE CLIENT

Best Value claims less need for the client to devote many resources to monitoring the contractor, after all he is the expert which is in control of the project. This research has articulated the difficulty arising from this claim: it is hard to have confidence before it is demonstrated to be justified. The proposed views are expected to contribute to this claim as they deal with this difficulty. The client is suggested to be more involved in the interpretation of "how" during the clarification phase. This implicates more effort from the client during this phase, but results in a better foundation for the execution. Secondly, the client and contractor need to put more energy in developing a fruitful collaboration and aligning their approach towards Best Value. The introduced possibilities to address these issues ask for an effort from both parties. This effort is currently going to resolving the challenges accompanying the defined hurdles. As the views are proposed to better align both parties it is expected that less management effort is needed to steer or monitor the contractor. It is emphasised however that the client cannot passively lean back.

HIGH CLIENT SATISFACTION

Best Value focusses on demonstrable performance responding to the project goals of the client. The proposed views are strengthening this with the nuance of demonstrating this based on the delivered performance in a current project, not on past achievements. The views introduce ways to give attention to the interpretation of the project goals, collaboration and taken approach. By making the ideas about these topics explicit the opportunity surfaces to discuss and align them. Where the current Best Value procedure does not provide conclusive answers to the hurdles the views do. This contributes to the satisfaction of both parties about the project because parties know where they stand.

RISK MINIMIZATION BY EXPERTISE

This claim is based on the allocation of a risk to one party only and avoiding the transfer of risk. By creating more clarity about what's in and what's out of the contractor's scope this claim is strengthened by the proposed view on attention for *how*. Thereby are steps taken to provide ways to avoid client pleasing. A contractor trying to please the client has the threat of doing promises he cannot realise, thereby introducing risk. By giving more weight to the clarification phase it is expected to facilitate the room for the contractor to use his expertise and minimalize risk upfront. The focus on an unambiguous approach of Best Value by the third proposed view is expected to better safeguard this claim in the procedure. This research suggests more clarity and elaboration during the clarification phase which stimulates this claim.

THE EXPERT IS SELECTED FOR LOWEST PRICE, INCREASED VALUE

This claim is based on the offer made by the contractor. Best Value stimulates the contractor to create more value by using his expertise. This claim is not touched upon by this research as the outcomes are mainly focused on the interpretation of the clarification phase.

INCREASED PROFIT FOR THE CONTRACTOR

The foundation of this claim is the effect of a smoother project resulting from the BV procedure. The better the contractor can make use of his own unique expertise and easily go through the procedure, the more profit he can make. The proposed views are focused on better alignment resulting in less arguments. Through a structured approach towards the interpretation of "how" the guidelines allow the contractor to better utilise his expertise as the client is given guidance in facilitating this. This is also envisioned by the second proposed view. An increased attention for the development of the collaboration results in smoother projects and less wasted resources of both parties involved.

ADDITIONAL HURDLES

The hurdles result from an assessment of theory and the way this can be seen back in the BV procedure. This foundation imposes the limitation of extensiveness. The process clients and contractors go through is complex and includes many obstacles which have to be overcome in order to reach the desired end result. Optimizing the client – contractor relationship is not finished by implementing the proposed views. More challenges are present and new challenges will arise. The contractors indicated for instance that it is difficult to have the project team ready at the beginning of the clarification phase. Best Value envisions the clarification phase as the moment to plan the work with all involved team members. This is hard for contractors to organise as this means people have to clear their schedule to commit to a project which is not yet awarded. Another difficulty which came to light is the benefit for both parties to intensively elucidate during the clarification phase. At the same time both parties are focused on a fast run through of this phase as the client wants to see progress and the contractor wants certainty about the turnover he will receive. This gives reason to further explore the risk both parties take while engaging in the clarification phase before the contract is actually awarded. It is also recognised that the functional formulation of the project goals can be limiting and vague. The way the project goal is stated in the tender guide is not necessarily 'SMART'. This can form an obstacle in discussing the actual effect of "how" on "what". The proposed view on attention for *how* emphasises the need for clients to thoroughly consider the way they articulate the project to the market. This hurdle might be more encompassing and is worth exploring on its own. Another difficulty is the fact that some people might be more open to change and have less resistance in embracing the principles of Best Value. An additional hurdle might be that people who worked from a traditional mind-set for many years require special attention when adopting Best Value. The proposed view on creating a basis for understanding might not be enough to facilitate this acclimatisation. It goes beyond one project and is not easily achieved. This might be even harder as some parties articulate the difficulty they have in practically adopting the documents. The user-friendliness of the procedure might be overlooked and an obstacle on its own. More explored experiences and different angles can reveal additional hurdles which can be tried to be overcome in order to optimize the client – contractor relationship.

LESSON'S FROM POSITIVE IMPACT

The case study does not only attribute negative impact to the observed hurdles but also describes positive impact in some cases. This is kept in mind while formulating the proposed views but largely left out in this research. They do introduce the possibility for future projects to learn from the successful approach in those cases towards a hurdle and deserve attention. The case study of sport facility de Omzoom in Zaanstad showed the positive impact of extensive communication. During the execution phase many forms of communication were implemented facilitating intensive sharing of information. Parties met on site, reported on deviations and had a Whatsapp group keeping everybody up to date on a day-to-day basis. Such involvement was not seen in the

other cases and shows the possible positive result of strong interaction. The case on care facility 't Brook had a slightly different approach to Best Value. The principles were adopted, but the client articulated an extensive set of output specifications to the market. In addition the clarification phase was kept extremely concise compared to the other projects using a strict structure. The starting point was more defined and the project plan at awarding worked out in detail. This lead to the observations of three positive impacts. For one, this case incorporated feedback on the offers in the selection phase. The elaborated harmonisation moments come back in the first proposed view and result in better alignment of the end result before the actual clarification phase. The second lesson is the effect of a clear role division. This project allowed little interference from parties in each other. The lesson that can be learned from this is that the insights in all activities provoke viewpoints. If parties are clear on the elements of which they form an opinion and where they leave it completely open to the other party this results in less experience of the hurdle attention for *how*. It requires a lot of self-mastery but paid off in this project during the execution phase for both parties. Lastly the leading role of the output specifications must be mentioned. If any ambiguousness arose, these provided an answer. This kind of clarity largely contributes to a smooth project and less squabbling. These lessons are difficult to generalise because they impose threats at the same time. Many forms of communication and feedback moments can lead to unwanted interference. The leading output specifications can undermine valuable input of the contractor. In addition, the involved contractor was not focused on realising profit. The absence of this interest is expected to strongly influence the alignment of performance in that project. Overall, those lessons are certainly valuable but highly dependent on their context.

SOUNDING BOARD

The proposed views are presented to a sounding board of BV experts. During this session they provided valuable input from their experiences in practice. Mostly, it confirmed the results from the case study and added perspectives to the possible consequences of the proposed views. A discussion about attention for *how* revealed that it is difficult to appoint assessment moments during the clarification phase. The project plan is not scored by the client or compared with a predefined format of criteria. That makes it difficult to express concerns in a structured way. This is necessary though because the BV experts have experienced the client to be looking for a way to give valuable input from their own knowledge. At the end of the clarification phase the client buys a project plan of which is not always certain what the end result will be. This emphasises the need for more weight on the clarification phase as clients are looking for details defining the interpretation of "how". The reason the client is interested in the "how" is articulated by the BV experts as an urge to confirm the project is in control. This connects with the findings articulated in the cross-case analysis. These insights can be complemented with the idea that the urge for the client to get into details about the actual interpretation is further stimulated when the contractor is not clearly substantiating his interpretation. Conclusion of the sounding board is a recognition of the hurdle on two sides; the contractor wants to engage the client in the decision-making process so he feels less accountable and the client finds it difficult to let go as he is tempted to form an opinion. The main outcome of discussing this hurdle was the acknowledgement that Best Value does not allow the "how" to be addressed once the expert is selected. Looking at the perception of roles with the Best Value experts resulted in the insight that clients are currently pointed out the importance of the project goals. As already stated this is a similarity between pure Best Value and the proposed views, but it is articulated that this receives attention in practice. The BV experts also brought up the past performance as they recognised that successful projects in the past do not immediately result in trust of the client in a new project. Different types of questions can be differentiated regarding the "how". Currently the client is advised to stay away from "how does the contractor realise this" questions. This is recognised to be problematic because the client does form an opinion anyway. It is therefore important to try to make all expectations as explicit as possible. The sounding board introduced another factor contributing to the perception of roles as well. If the contractor acts slightly of his specific expertise he will not be able to demonstrate the performance information and misses the experience to stand firmly behind his offered solution. This makes it a lot more difficult for him to adopt an expert role. This

might result in client pleasing which is experienced to be negatively related with letting go. Lastly two remarks regarding the role perception are made. The threat of facilitating the team development stages is that the parties are never really thrown in at the deep end. Secondly, it is important to understand that the client initiated the whole procedure and therefore should be very conscious about the role he adopts. The understanding of Best Value resulted in the notion that it is important to not put the contractor in a strait-jacket but provide freedom so he can use his expertise. Predefining what the project plan should look like is not really Best Value and ignores the specific technical challenges of projects. When looking at the third view the threat was observed that the client can lose himself in prescribing again. Thereby it introduces a chicken and egg situation. If the contractor produces a fully elucidated project plan he does not have to worry about the awarding. Lastly it was articulated that parties who truly understand the philosophy and adopt the approach do not experience the challenges and behaviour underlying the hurdle of understanding Best Value. This stimulates the thought that if parties make an effort to embrace Best Value and experience its success in a previous project the implementation is much easier and the hurdle plays less of a role.

VALIDITY

The time and resources available for this research were finite. Therefore it is bounded to limitations which have to be taken into account. The projects were to a certain level randomized within the specified requirements. However, they all share the fact that strong attention was present for the approach itself. External and/or internal BV experts were involved and people were well aware that they were engaging in a 'particular' approach to procurement. The case study is based on the interviewing of some key players and assessment of some documents. Experiences of other involved people were not analysed first hand. The research framework is strictly followed and all steps are documented and elaborated resulting in an answer to the main research question. All interviews were recorded and interviewees have reviewed the reports to check for any inconsistencies. The interviews were semi-structured and explorative in nature which allowed for unforeseen variables to be measured. External validity is secured through the structured way of working. But, it can be expected that more and other possible causal relationships come to light when different cases are used. The relationships that were identified are observed in multiple cases and recognised by multiple BV experts, therefore the proposed views anticipate on valid challenges and behaviour experienced in the BV procedure. The amount to which the proposed views are valid in answering the hurdles is not tested. As they are underpinned with valid models and theories they are expected to deal with the problems faced. The level of abstractness adopted strengthen this research's external validity as it attempts to look beyond unique practical experiences.

GENERALISABILITY

Generalisability describes the extent to which the research findings can be applied to settings other than that from which they were originally obtained. The case study is executed on an abstract level. The observations are, to a certain extent, independent of "what" was procured. The articulated views respond to the current viewpoints of Best Value on a theoretical level, not going into project specific details. Therefore the general views can be applied to any procedure were the presence of the hurdles is foreseen. The roadmaps are more specific and explain the views in the context of the Best Value procedure. The roadmaps assume a procedure starting with the selection phase and ending with the handover by parties aiming at fully adopting a Best Value approach. They built for instance on the adoption of the views in all phases, e.g. team development cannot be picked up randomly but always starts with the forming stage during the kick-off meeting. The implementation guidelines are most specific and suggest practical ways to use the proposed views. Their underlying models and theories are general and apply to any project. The translation to the Best Value procedure is only usable in the Best Value context. The given guidelines are not generalizable for projects adopting another procedure, the views however can be used in any project.

RELEVANCE

Best value is introduced to the Netherlands and successfully received by many. Experience is gained and the approach is constantly evolving through new insights. While this research was executed new views and deepening of current principles were developed as well. This research contributes to this development by seeking new perspectives to answer the general challenges and behaviour present in Best Value. This thesis first of all provides an overview of Best Value, its underlying theories and procedure. It also adds views and standings to the paradigm which are valuable for its development and framework of thought. This research introduces new academic angles to the existing background of Best Value. Until know, there was no scientific answer providing a Best Value perspective to the stated problems. This research takes a step in filling this knowledge gap.

The practical relevance of the elaborated conclusions is large as currently many projects are started from a Best Value approach. At least some of these projects will experience, to some extent, the described hurdles. The clients and contractors of these projects can now think of these hurdles upfront as an understanding is provided of the underlying challenges and behaviour. They cannot only recognize the obstacles when they surface, but are also explained guidelines to deal with them in practice. By exploring the proposed views this research strives for an easier alignment of the client – contractor relationship in future projects. In the short term, practice benefits from better aligned collaborations leading to more smooth project and handover performance closer to being as agreed: on time, on budget and as specified. In the long run, the proposed views contribute to the promises made by Best Value. This will increase its success, thereby increase its support and eventually accelerates its overall application.

6.4 RECOMMENDATIONS

Research is never finished, there are always new topics that are desired to be understood. The following recommendations are articulated for further research as a result of this thesis:

- Further research on the impact of the observed hurdles. This research is based on four cases, more research should be done into the underlying challenges and behaviour of the articulated hurdles. If more insights can be obtained in the causes of the hurdles to be observed, more ways can be proposed to respond to them.
- The implication of the proposed views is not tested in practice. They are based on the observations and complemented by existing models. These models are translated to the Best Value procedure, however it is not explored in practice what the effects of these introduced guidelines are.
- It would be very interesting to see what the observations would be if the views are implemented in an actual project. For instance by a client who approaches two of his projects using Best Value and applies the pure philosophy for one and the proposed views for the other.
- The claims articulated by Best Value are part of its legitimacy. Further research should be done on the effects of the proposed views on these claims. This can realise better alignment with Best Value and provides input for additional guidelines to further strengthen the claims.
- Every project has specific characteristics making it impossible to determine one detailed procedure that functions optimally in every situation. Research is recommended on the amount of stipulation which is preferable for project performance to flourish.
- The project plan has been a difficult element in the executed research. Multiple times it was unclear how everybody understood this document and what it should contain. Research should be done on the key components of project management plans, the

appropriate moment these should be prepared and what information is needed in order to construct a solid plan ensuring the agreed performance.

- Best Value elaborates on more than just the procurement of expertise. Research should be done to its core components which make a project a Best Value project. From there on, secondary components can be created which are used in particular cases.
- It is recommended to further explore the role of the process manager. It should be further elucidated who is responsible for the insurance of the proper implementation of the procedure. Not all projects can include an external BV expert. The contractor officer is already given the task of overseeing the preparation and selection phase. It should be further deepened who should take on this task during the clarification and execution phase of Best Value projects.
- This research has adopted an abstract approach, avoiding project specific details. It is recommended to seek for insights on the influence of "what" is procured. The project plan for instance might look totally different for an ICT project than when procuring security services.
- The Best Value paradigm is built on the key principle of utilising the expertise of experts. It is recommended to further research what the characteristics of this expert are, does the expert envisioned by Best Value actually exist? The research showed the over performing contractor did not always match the description of an expert provided by Best Value. It would be valuable to create a profile of the expert present in the market.

This thesis throws a large bulk of information into the world, it elaborates on a complete story extensively describing theories, observations and reasoning. To make the conclusions manageable in practice the following recommendations for implementation are articulated:

- It is recommended to think about possible hurdles upfront. When deciding on the specific design of the BV procedure to be adopted the proposed guidelines should be taken into account and an assessment of the foreseen difficulties is recommended.
- Think about the implementation guidelines from a practical experience and seek more ways to deal with the observed obstacles. It is suggested to address the guidelines during the kick-off to discuss them with both parties and decide on their implementation.
- Only discuss elements of the project plan which can be demonstrated already, the rest will come once the contractor has got the time to do so. Best Value emphasises the need to plan before act. It is recommended to interpret this by trying to discuss the elements of the project once and make sure they are elucidated enough to make a deliberate choice.
- Discuss the team development issues. Make expectations explicit and safeguard that the client and contractor communicate whit each other openly. About the things that go well and about the irritations people have. This thesis stresses the recommendation to also put effort in the relationship when everything seems positive.
- Allow the opinion of the client to exist. It is better to deal with it than to look the other way. When the opinion is made explicit its underlying causes can be better discussed.
- Accept that it is challenging to realise a project. For everybody, non-expert or expert.
- It is recommended to review all documents used in the Best Value procedure from a practical perspective. Some of the templates are difficult to understand or use which is easily surmountable.
- There are more practical guidelines which take on board the proposed views. It is recommended to explore more tools which can help clients and contractors to overcome the observed hurdles.

FINAL NOTE

This report is the result of my thesis research as part of the master degree Construction Management and Engineering at the Delft University of Technology. By succeeding this last challenge I have officially become an engineer and can start my professional career. Maybe just as life changing; it marks the end of my days as a student.

My graduation project started with an e-mail from Valentijn de Jong who introduced me to Best Value and sent a couple of YouTube links on which Dean Kashiwagi conveyed the philosophy behind Best Value. His appearance immediately triggers attention and I started to become more and more enthusiastic about the opportunity to perform my graduation research on Best Value. The decision to wright a research proposal on the potential opportunities to further embed the Best Value philosophy in the procedure and deepen my knowledge about the game of procurement turned out to be a very good one: my interest for the subject of my thesis is still growing. I want to thank Valentijn for contacting me about Scenter's search for a graduation intern and enthusing me for Best Value!

Without a doubt I could not have completed this thesis without the valuable input of my graduation commission. Therefore, I want to first thank my committee. Sicco, thank you for your positive support, critical eye and given responsibility & freedom to determine my own approach. Leon, thank you for guiding me through the labyrinth of law and regulation, steering my focus and always showing interest in my progress. Marian, without you this research would be an unstructured non-scientific mess. Thank you for handing me the right literature, questioning my drastic approach at times and always making time to read the many pages with too many words. Valentijn, thank you for your continuous support during our weekly meetings and your thoughts on all sorts of considerations. You always gave me new ideas and provided practical input that brought this thesis to a higher level.

Secondly, I want to mention all participants that were willing to share their experiences with me. I enjoyed all thirteen interviews and was happily surprised by your eagerness to provide input for my research and motivation to further develop Best Value. In addition I want to thank all consultants at Scenter for their interest, especially Wencke, Leon and Jeroen. You all gave very valuable input and provided many insights about Best Value I otherwise would definitely not have obtained.

Many others have had to listen to my endless stories about graduating, Best Value, Dean Kashiwagi, experts and so on. Thank you for listening to all my thoughts and letting me escape from the little lonely island that is called graduation. Most importantly I want to thank my parents for their unlimited confidence in a successful ending. They support me in every adventure I undertake and stimulate me to get the best out of myself. All these contributions have led to this thesis, many thanks!

Den Haag, April 2015

Niels Heim

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A

KEY CONCEPTS

A.1 BEST VALUE behaviour

The Best Value approach shifts more of the responsibilities towards the contractor. The client will identify what they think they want based on functional requirements so contractors can compete to provide services to meet this intent (D. Kashiwagi et al., 2012). Therefore, main features of the Best Value method are:

- The design process and construction activities are done by the one who is best at minimizing the corresponding risks and,
- Full documentation (i.e. drawings, work schedules, bills of quantities) describing how the project is executed are the responsibility of the contractor, the client only sets project goals.

This procurement method seeks for a certain behaviour. Described by van Rijt and Santema (2013) as dominated by alignment of resources, dominant information, accountability and a 'we' perspective. This thesis uses Best Value behaviour as:

A CLIENT WHO EXPRESSES HIS PROJECT GOALS AND RELIES ON THE EXPERTISE OF THE CONTRACTOR WHO TAKES ACTIVE RESPONSIBILITY FOR THE TECHNICAL DETAILS AND DEMONSTRATES WHY HIS APPROACH IS BEST SUITABLE FOR THE PROJECT GOALS.

A.2 BEST VALUE PROCEDURE

Procurement is the process of buying goods, works or services. A procurement procedure leads to the conclusion of a public contract and delivery of the goods, works or services. With Best Value procedure is referred to:

ALL ACTIVITIES NEEDED TO COMPLETE THE FOUR PHASES OF BEST VALUE AS SPECIFIED BY VAN DE RIJT AND SANTEMA (2013) OF PREPARATION, SELECTION, CLARIFICATION AND EXECUTION.

A.3 OPPORTUNISTIC BEHAVIOUR

Opportunism happens when one party seeks its unilateral gains at the expense of the other party. Therefore, they break implicit or explicit contracts, abuse power, withhold or distort information, withdraw commitment or promises, shirk obligations or graft joint earnings (Luo, 2006). The behaviour therefore focusses on self-interest but is not necessary contrary to the project goals of the client. In this thesis a practical definition is used, relevant for the client – contractor relationship:

A PARTY SEEKING TO ENLARGE THE ROOM BETWEEN WHAT'S AGREED UPON, THE PROJECT PLAN, AND FOR HIS OWN GAIN, E.G. THE DESIRED OR DELIVERED PERFORMANCE

A.4 PROJECT SUCCESS

When assessing a project's performance, a clear choice has to be made as to what definition of project success is used. This requires operationalization which is commonly accepted to be objectively done by measuring meeting time, budget and (technical) specifications (Bosch-Rekveldt, 2011). But when assessing project success it can also be failure if the project is delivered before the set time, under the budget and with more scope. The perspective is taken that the project is most successful if it is handed over on time, on budget and according specifications. Therefore:

THE EXTENT TO WHICH THE DETAILED PROJECT PLAN, THE DESIRED AND DELIVERED WORK MEET, MEASURED IN DEVIATIONS ON AGREED TIME, BUDGET AND SPECIFICATIONS.

A.5 TRADITIONAL BEHAVIOUR

In the traditional approach, the client accepts that consultants are appointed for design, cost control, and contract administration, and that the contractor is responsible for carrying out the Works. The responsibility of the latter extends to all workmanship and materials, including work by sub-contractors and suppliers (Clamp, Cox, Lupton, & Udom, 1989). Therefore, the two main features for the traditional method are:

- The design process is separate from the construction and,
- Full documentation (i.e. drawings, work schedules, bills of quantities) must be supplied by the client before the contractor can be invited to tender for carrying out the work (JCT, n.d.).

This procurement method is associated with a certain traditional behaviour. Described by van de Rijt and Santema (2013) as dominated by minimum norms, inspections and control and the transfer of risk. In this thesis, traditional behaviour is understood as:

A CLIENT WHO PRESCRIBES THE TECHNICAL DETAILS AND TRIES TO MANAGE, DIRECT AND CONTROL THE ACTIVITIES OF THE CONTRACTOR WHO IN HIS TURN ADOPTS A PASSIVE ATTITUDE OF "YOU ASK, WE DELIVER".

B

PROCUREMENT PARADIGM

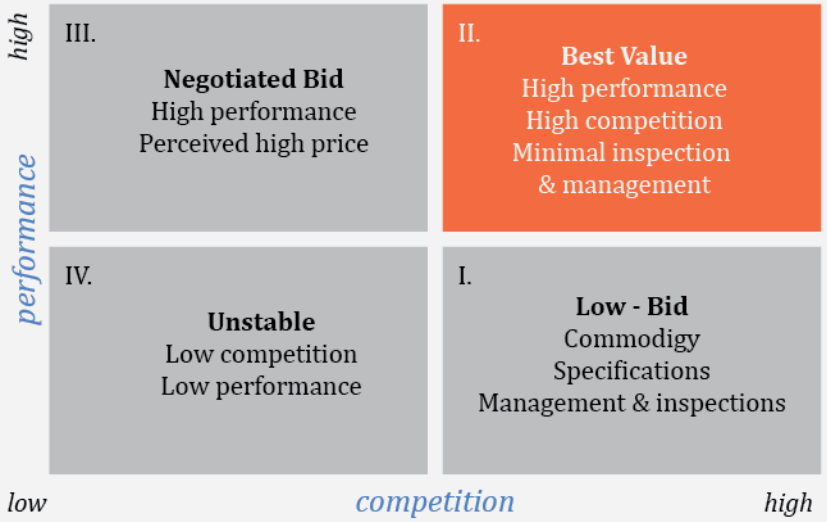

Figure 35: Construction Industry Structure, [based on] 'Industry structure: misunderstood by industry and researchers' by Kashiwagi, D., 2009

Best Value identifies the Low-Bid, or traditional, approach as the major cause for construction non-performance, the eroding of construction quality and craftsperson skill, and identifies the process as expensive and filled with non-value added components (D. Kashiwagi & Savicky, 2002). Rather than adopting a "problem solving approach" Best Value adopts a "process approach" as is clarified using figure 35 (D. Kashiwagi, Parmar, & Savicky, 2004). Consider a performance based industry where it is common practice for clients to pre-qualify competing contractors and select and negotiate with the best value contractor. Price pressure created a more competitive environment which resulted in Low-Bid procurement. This is currently the largest delivery process of construction projects with price as dominating selection criteria. In order to identify and compete performance as well as price the proposed shift is towards quadrant II. The Best Value philosophy aims at changing the industry structure from a price based market towards a performance based market (D. Kashiwagi, Kashiwagi, & Savicky, 2009). Following the quadrants in figure 35 this corresponds with an increasing level of performance while the competition stays the same.

C

INFORMATION MEASUREMENT THEORY

The performance of contractors needs to be centralised in order to move towards a Best Value industry. One component of the Best Value development is the Information Measurement Theory (IMT). It sets out the following line of thought: the total body of information is already present, but it is not yet turned into knowledge. The processing speed of systems is the major constraint when assessing the available information needed for decision making. If the medium cannot process the information fast enough the medium observes a lack of information. According this theory, the information exists but is not yet perceived. To fill in the unknowns people use personal experiences. IMT labels this behaviour as decision-making and identifies it as the main difficulty in understanding reality i.e. the major source of risk (D. T. Kashiwagi, 2008). This leads to the following ideas used to form the Best Value procedure:

1. Everything is predictable given all information.
2. All events happen only one way, have only one outcome, and can be predicted if someone has all the information on the initial conditions or start of the event.
3. The concept that one individual or party can influence, control, or change another individual or entity has not been dominantly proven, and the attempt to use influence or control results in transactions, unmet expectations, actions that are not timely and are not logical, and usually result in higher time and cost deviations.
4. Experts can predict future outcomes, explain it very simply, pre-plan the project to minimize technical and non-technical risk that they do not control, minimize cost and optimizing profit by efficiently doing the process (D. Kashiwagi, 2011).

D

MINIMUM NORMS

Three scenarios are used to explain the way contractors will offer performance in case norms are set used to secure performance, the price is fixed and the offering price becomes irrelevant or when a ceiling price sets the maximum offering price.

Scenario #1: minimum norms
The basic incentive for a client to specify a minimum performance is the fear for underperforming contractors. Therefore, he tries to filter out the contractors who cannot fulfil his need by setting minimum standards, contractor #3 and #4 in figure 36. The client then assumes the contractors performing above the minimal norms, contractor #1, #2, not to change their behaviour and deliver their best offer. However, his action is perceived differently. The contractor reads the minimal norms but sees a standard presented by the client. Naturally his response is to offer exactly the minimal norms, shown by the arrow in figure 36. Contractor #1 and #2 might see opportunities, have the resources, expertise and interest to offer a better solution. But, this client wants a lower performance according to his standard. Contractor #3 is actually not able to realise the solution against the set minimum norms. However, he takes the gamble and offers nevertheless. When it comes to light that he is incapable, he will try to find ways to lower the minimum requirements or looks for shortcomings at the client's side.

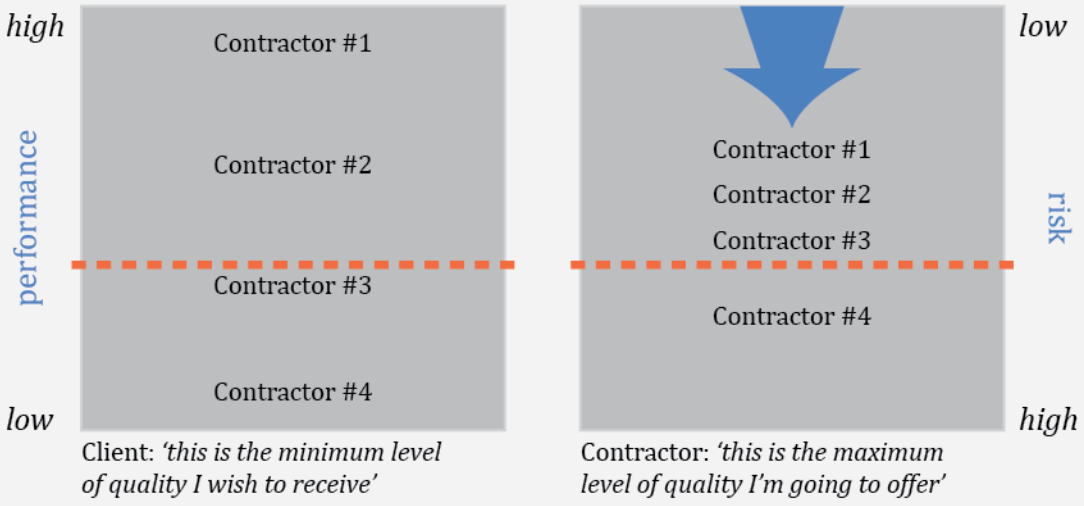

Figure 36: The effect of minimal norms, source: [based on] 'Prestatieinkoop' (p. 36) by van de Rijt, J. and Santema, S., 2013

In a Low-Bid tender, decisions on pricing strategies are based on contractor's experience, intuition, and personal bias (Öztaş & Ökmen, 2004). The contractor evaluates the work, prices the risks and adds a profit margin, see figure 38. The whole project is specified, so his competitors will assign similar hard costs to complete the work, foresee similar risks and use a similar profit margin. Strategic bidding is done within the room of the profit margin (Mohamed, Khoury, & Hafez, 2011) and the pricing strategies mainly evolve around assigning higher prices to the activities executed in the early stages or to quantities which are expected to rise (Xu & Tiong, 2001). Differentiating cannot be done on performance, hence this is set by the norms, so the contractor wins if he offers the work for the lowest price. Contractor #3 is an underperformer, but through strategic bidding this party claims to be able to meet the norms.

Scenario #2: fixed price
What happens if the price is fixed? Strategic biding on the profit room is irrelevant, so the contractor must find a suitable solution which he can realise for the lowest price in order to maximize his profit. But, he also needs to differentiate himself from his competitors. As this cannot be done on price, he only can offer a higher performance in the eyes of the client. It is expected that all contractors will minimize performance for the client resulting in maximum profit for the contractor. However, when the contractor reads the price he will see that the only way to be selected is to show a higher level of performance, the contractors will therefore increase their performance to stand out, shown in figure 37.

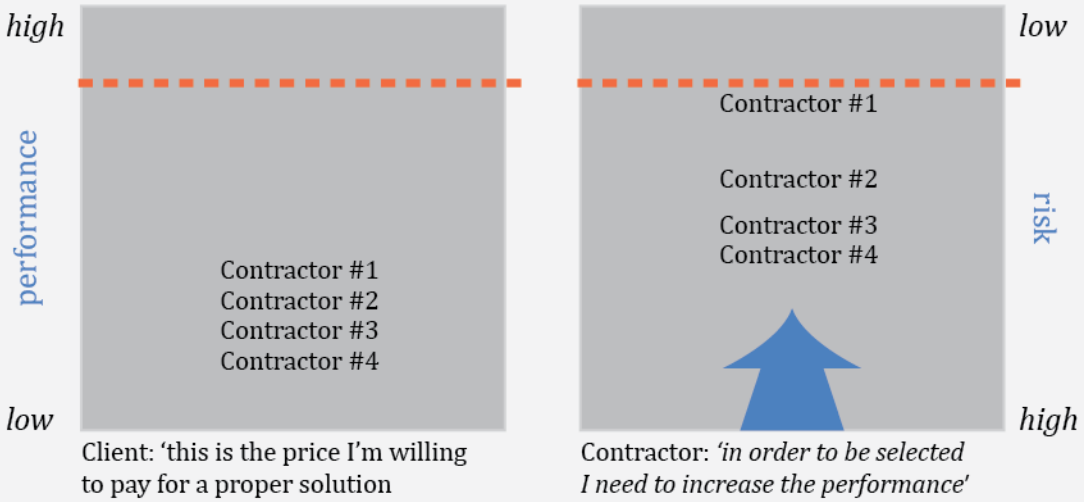

Figure 37: The effect of a fixed price on the offered performance, source: own ill.

Consider a contractor who has to bid on a tender where the price is fixed, what will be his strategy? In order to pursue profit maximization, he must offer a solution which has a high value for the client and can be realised for low cost. By offering a solution which is close to his expertise, he will be able to make more profit. Hence, it is less costly to use your own in-house resources than to obtain resources elsewhere or adopt unfamiliar resources. Therefore: the contractor ends up offering a high performance within his expertise which is exactly what the client wants, not because the contractor acts in his best interest but because of profit maximization. The underperformer, contractor #3, will stay behind in this case. His incompetence keeps him from standing out.

SCENARIO #3: CEILING PRICE
Clients make use of the market mechanisms by setting a ceiling price. If two contractors offer the same performance and the client articulated a fixed price beforehand, which contractor would be selected? By setting a ceiling price clients create a way to pay a market conform price. The contractor is incentivised to not only offer the best solution answering the articulated project

goals, he also knows that if he calculates high profits he will not be selected. Therefore, his only left element to change is risk. Therefore he must address his expertise.

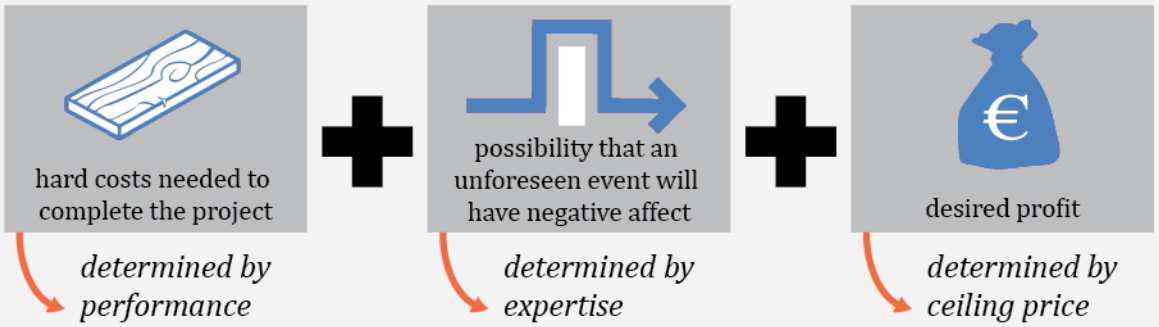

Figure 38: The he influence to the offering price of setting a ceiling price, source: own ill.

E

BACKGROUND ON NEW INSTITUTIONAL ECONOMICS

E.1 TRANSACTION COST ECONOMICS

Williamson's theory treats transactions as the basic unit of analysis and claims that economizing on these costs drives organizations' design of governance structures. This transaction is described as follows: *'A transaction occurs when a good or service is transferred across a technologically separable interface. One stage of activity terminates and another begins. …transaction cost: do the parties to the exchange operate harmoniously, or are there frequent misunderstandings and conflicts that lead to delays, breakdowns and other malfunctions?' (Williamson, 1981)* To provide insight on organizational design, Williams uses the following behavioural assumptions:

- Human agents are subject to bounded rationality and;
- at least some agents are given to opportunism.

Bounded rationality is an enlargement on the theory of rationality proposed by Herbert Simon that in decision making, rationality of individuals is limited by the information they have, the cognitive limitations of their minds, and the finite amount of time they have to make decisions (Gigerenzer & Selten, 2002). Bounded rationality is surmountable: if people were fully trustworthy comprehensive contracting would be feasible (Williamson, 1981). Contracts can protect transaction-specific investments to some extent, but bounded rationality prevents contracts from specifying all possible contingencies. As contracts become more flexible, they allow more potential for opportunism.

The main line of reasoning is that a transaction cost is incurred when making an economic exchange. Transaction costs are those over and beyond the price of the product or service procured. The basic argument of TCE is that decision makers will choose whichever governance structure minimizes the total cost associated with a transaction (Coase, 1937). These costs are influenced by three characteristics (1) asset specificity, (2) uncertainty, and (3) frequency of transactions (Williamson, 1981).

The first key dimension of transactions refers to the degree to which the investments necessary for a transaction are specific to that particular transaction (Williamson, 1981). The transactions in the construction industry, projects, are investments in specialized assets. In that case, the transaction partner who invests in specialized assets is vulnerable to opportunism and will consequently make special efforts to protect investments by implementing, monitoring, and enforcing contractual safeguards (Rindfleisch & Heide, 1997). This is also supported by Anderson who found a positive correlation between asset specificity and opportunism (Anderson, 1988).

Uncertainty can exist in the form of environmental variability and behavioural uncertainty. Like bounded rationality, environmental variability makes it impossible to specify contracts ex ante. Behavioural uncertainty on the other hand, is the difficulty in ascertaining ex post whether contractual compliance has taken place (Geyskens, Steenkamp, & Kumar, 2006). It is based on the threat of opportunism and refers to the difficulty of monitoring and evaluating the behaviour and performance of the transaction partner (Boudreau, Watson, Chen, Greiner, & Sclavos, 2007).

Three frequency and three investment categories are recognized by Williamson. Frequency can be characterized as one-time, occasional, and recurrent; and investments are classed as nonspecific, mixed, and idiosyncratic (Williamson, 1979). This characteristic has received little attention in academic research (Boudreau et al., 2007), only to the extent that firms have an incentive to internalize production with increasing transaction frequency. However, the role of frequency is that it exacerbates the contracting problems associated with the other dimensions, adding to the pressure to find a solution (Speklé, 2001).

> From TCE we learn that both attributes of transactions as behavioural assumptions lead to contracting problems. Opportunism should receive special attention looking at the assumptions because it is inevitable in transactions. Van Duren emphasizes the ineffectiveness of the market to remove suboptimal behaviour, therefore organizations must anticipates upon opportunism. These measures to deal with opportunism however, are inherent with high transaction cost.

E.2 Principal Agent Theory

Eisenhard describes the main idea of this theory as principal-agent relationships which reflect efficient organization of information and risk-bearing costs (Eisenhardt, 1989). According to her article this theory is directed at the ubiquitous agency relationship, in which one party (the principal) delegates work to another (the agent), who performs that work. Instead of treating the firm as the unit of analysis and assuming that the owners' interests are given exclusive attention via the process of profit maximization, the utility maximizing model emphasizes individual adjustment to the economic environment and seeks to explain the behaviour of the firm and other institutions by observing individual actions within the organization (Eirik G Furubotn & Pejovich, 1972). Practically, it identifies two problems:

- The desires or goals of the principal and agent conflict and;
- It is difficult or expensive for the principal to verify what the agent is actually doing.

They are based on the existence of incomplete information and an asymmetrical division. The contractor has more insights about the actual realization of the project than the client. To overcome this discrepancy, agency cost occur for both parties. These are the sum of the monitoring expenditures by the client, the bonding expenditures by the contractor and the residual loss (Jensen & Meckling, 1979).

The principal agent theory is about contract governing the relationship given assumptions about people, organizations and information. Eisenhardt sets the following question central: 'is a behavioural-oriented contract more efficient that an outcome-oriented contract?' (Eisenhardt,

1989). She presents the argument that outcome-based contracts are effective in curbing contractor opportunism. The underlying thought is that the direct incentives are better aligned as the reward for both depends on the same actions. Secondly, information systems have to inform the client so that the contractor understands he or she cannot deceive the client.

> From principal agent theory we learn that the client and the contractor have different goals and interest and don't possess enough information to understand and predict each other's acts and omissions. This asymmetry should be minimized as both parties act in their own interest when not possessing all information. However, the client will never be able to control and monitor the contractor. Level of risk, amount of monitoring and bonding efforts should be balanced (J van Duren, 2013).

E.3 PROPERTY RIGHTS THEORY

This theory is developed by Grossman & Hart and Hart & Moore. Ownership can be seen as the right to decide how assets are to be used except to the extent that particular usages have been specified in an initial contract. This idea is used to study how changes in ownership affect the incentives of non-owners of assets as well as the incentives of owner-managers (Hart & Moore, 1990). If one party has to specify a long list of all the particular rights it desires over another party's assets, it might be preferable to purchase all the rights except for the residual rights. However, wrong allocation of rights is harmful as it can distort the manager's incentives sufficiently. Therefore the contract needs to properly allocate the residual rights of control between both parties (Grossman & Hart, 1986). They emphasize the symmetry of control: residual rights are purchased by one party, thereby lost by a second party.

Pejovich elaborates on the effects of the right of ownership on economic behaviour. He identifies the following important ways:

- Exclusivity: the owner captures the benefits of his decision and bears the costs;
- Transferability: the owner has the right to transfer his asset to others at mutually agreed upon terms and;
- Constitutional guarantee: the right of ownership breaks the link between power and wealth in capitalism.

The most fundamental component is the right to bear changes in the value of his asset (Pejovich, 1990). Appropriate note is the fact that legislation reduces the possibilities of changing the things for owners. Van Duren provides an example: a manager will most likely lose his bonus when results fall behind, but his regular compensation is secured. De owner on the other hand will experience depreciation of his firm, diminishing profits. His reaction will certainly be to put in some extra effort for success, because his interests are much higher than those of the manager (J van Duren, 2013).

> From property rights we learn that incentives exist for those who own assets to put them into the highest-valued use. Translated to procurement, the owner of a thing – weather it is a risk, asset or some other form of responsibility – will maximize its contribution to the total value. On the basis of transferability resources will move from less-productive owners towards more-productive owners. This is based on the notion that people who can benefit more from the ownership will be willing to take it over for less than the current cost.

E.4 HUMAN NATURE

Oliver Williamson studies contracting processes in his paper 'the Economics of Governance: framework and implications'. Law, economics and organization theory are joined to develop refutable implications by TCE. The analysis of transactions requires that the main behavioural attributes– rationality, motivation and dignity – of human agents who are engaged in contracting are recognized (Williamson, 1984).

The first one, rationality, is a result of bounded rationality. The problems with which human actors are attempting to cope are very complicated in relation to their cognitive abilities. He quote's Schneider: 'A general blueprint of the institution is not aboriginally in anyone's mind … [indeed], there are situations in which ignorance … works more 'effectively' toward certain ends than would knowledge of and planning towards those same ends'. Heuristic problem solving therefore might be a preferable consequence. By all means, this behavioural attribute has to be taken into account and it seems illogical that it can be totally overcome.

Motivation refers to self-interest seeking of which opportunism is a strong form. According to Williamson opportunism refers to the incomplete or distorted disclosure of information, especially to calculate efforts to mislead, disguise, obfuscate or confuse. It is a troublesome source of uncertainty in economic transactions which is theoretically solved with mechanistic orderliness. However, people will never be fully open and honest in their efforts to realize individual advantage nor fully subordinated, ignorant about self-interest and obedient.

For the procurement process this has implications because human nature will always be present. All institutions experience cognitive limits and are subject to manipulation. And even if the process would attempt to be assuring the optimal organizational form, its rules itself would also be subject to the bounds on rationality and opportunity with infinite agency cost of developing refined rules and the difficulty of knowing which rule applies where.

F

MODES OF CONTROL

F.1 BEHAVIOURAL CONTROL

Behavioural control is focused on the process and can be diffused into three mechanisms:

- Policies and procedures: to set the acceptable boundaries of behaviour.
- Structural safeguards: against opportunism in the process of managing collaboration.
- Staffing and training: to standardize behaviour in firms' partnerships.

Partners will behave in line with the benefits that will derive from complying with the policies and procedures. They also must achieve an agreement on specific structures, otherwise they will deploy their bargaining power. These activities can exist of: reporting and checking devices, written notice of any departure from the agreement, accounting examination, cost control, quality control, arbitration clauses and lawsuit provisions. Through staffing procedures, the right people can be assigned (Caglio & Ditillo, 2009).

F.2 OUTPUT CONTROL

In the end, the client wants to achieve the realization of his project goals. The generated output must match the reason for the project initiation. Output control deals with an accurate and reliable assessment of performance. Again, three mechanisms are elaborated by Caglio & Ditillo:

- Setting objectives: to properly evaluate the output.
- Planning and budgeting: to adequately assign resources and managerial support.
- Final reporting and disclosure: to control outcome achievements.

In order for the client to exercise control about the desirable performance of the contractor he has to properly formulate objectives. With those objectives the direction of actions can be set in planning and budgeting activities. To ensure the agreement is met transparent reporting decides if the both the client as the contractor don't slack (Caglio & Ditillo, 2009).

F.3 SOCIAL CONTROL

At last, goal preferences in collaboration is aligned by soft methods such as the creation of shared values, a common culture and a clan-like environment. Organizational culture is the key aspect of social control as it defines the way individuals deal with the environment and process information. This is challenging because the organization of the client is different from the organization of the contractor. As an answer Caglio & Ditillo propose to focus on making cultural blending work without losing each unique organizational identity. It is also an opportunity because, unlike the former modes of control, social control operates at a high level allowing it to deal with a higher level of control where blending of norms and values is needed. Therefore, two mechanisms can be used to achieve integration:

- Participatory decision-making: guarantees that the expectations of each partner are clear and incorporated into joint goals and plans.
- Cultural activity: to transform organizational ideals into behavioural models that indicate proper action.

G

LAW AND REGULATION

G.1 PRINCIPLES

Starting point in the law and legislation is that every contracting authority, even though he is not (required) to procure according specified procedures, must observe the principles of precontractual faithfulness. This also includes the general principles of contract law, in particular the equal treatment of bidders and transparency (Berlo, 2012). The principle which form the core of the legislation and must always be resepected are:

1)	Equality	All contractors must have equal opportunities to acquire the contract.
2)	Objectivity	The criteria and requirements for determining whether a contractor is appropriate, should be relevant to the task subject to tendering.
3)	Transparency	The contracting authority must clearly communicate the requirements in advance, how those requirements are checked or weighed, and what the desired outcome is.
4)	Proportionality	The requirements should be in line with the object of the contract.
5)	State reasons	The contracting authority must give comprehensible reasons for its decisions.
6)	Legitimate expectations	Justified belief merits protection.

The above principles can clash, in which case the general rule is that the principle of equality takes precedence (M.A.B. Chao-Duivis et al., 2013).

G.2 PROCUREMENT LAW

The current procurement law came into effect the 1st of April 2013. It is the Dutch legal interpretation of European guidelines applicable for all contracting authorities. It contains legislation for tenders above and below the thresholds. One of the key changes in the last version is the fact that it is made obligatory to award based on the Economically Most Advantageous Tender (EMAT). Using the form of lowest bid is only permitted when clearly reasoned by the contracting authority.

G.3 PROCUREMENT REGULATIONS

The ARW 2012 is a practical elaboration of the procurement law and came into effect at the same moment. It contains descriptions of procedures for both European as national tenders. It's content is mandatory for contracting authorities who procure public works below the threshold in the manner of the 'comply or explain' principle ("Aanbestedingsreglement Werken 2012," 2014). Projects above the specified threshold are not subject to the procurement regulations, although the guidance can be used. Every procedure is written out including the differences and similarities. The procedures are designed as similar as possible for the National and the European procedures for the sake of uniformity (Aanbestedingswet 2012).

G.4 PROCEDURES

The law and regulations deal with how a governmental body selects a contracting party. This can be done through several procedures. The open and restricted procedure can always be used, where the difference lies in the accessibility of the selection phase. Currently, the competitive dialogue is created for complex projects and the number of participants is reduced by interaction between client and possible contractor. Negotiation is only allowed in special cases, as well as the concession. A framework is used for a relation over a period of time and the design contest is a procedure to acquire a plan. All the procedures are built around the invitation and selection of tenderers.

G.5 CRITERIA

The criteria where upon the client decides which contractor has the most expertise have to be published in advance and clearly communicated. Thereby, limits are applicable for the type of criteria. The type of criteria are as follows:

- Grounds for exclusion to lock out participants based on rigid criteria;
- Suitability requirements to ensure the bidder is financial and economically healthy and has technical and/or professional ability;
- Selection criteria to select participants for the tender;
- Award criteria to apply certain award sub criteria such as price, quality, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, cost-effectiveness, after sales service and technical assistance, delivery date, delivery period, commitments with regards to spare parts and security of supply.

An overview of the different criteria is given in figure 39 on the next page.

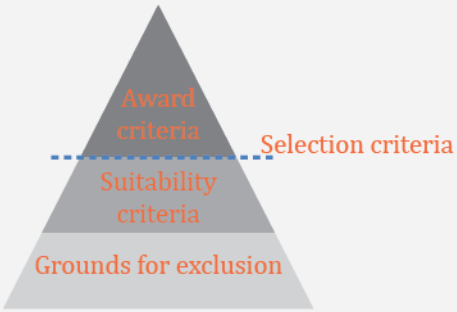

Figure 39: The concepts of exclusion, suitability, selection & award criteria

Grounds for exclusion display the individual circumstances of the contractor that are demanded by the contracting authority for admission to the procurement procedure. The second level show the suitability criteria. They indicate the level of skills that the contractor must have in order to qualify for awarding and selection. These criteria must be communicated upfront in the tender announcement and can concern financial and economic capacity or technical competence. Requirements for the suitability criteria are unambiguousness, objectivity and relation and proportion to the work being tendered. The selection criteria can be used to reduce the amount of participants in restricted procedures or negotiation. A selection is invited to make an offer through prior publication. Lastly are the award criteria. They may only concern the offer, nothing else, and can be based on price or EMAT. These award criteria must respect the principles of law and legislation. Important is that the selection criteria cannot be used as award criteria.

H

UAVGC-2005

Contracting authorities are not allowed to differ from the standard conditions as stated in the UAV and UAVgc (Stichting aanbestedingsinstituut Bouw & Infra). Legal-administrative terms, process conditions and technical requirement are separated within the contract. Both the legal-administrative terms and the process conditions can be standardized in the before mentioned documents. Technical requirements are by definition different for each project. For those requirements technical guidelines and standards are available as referrals (Pianoo, 2014).

H.1 ROLE OF THE CLIENT AND CONTRACTOR

The standard conditions influence the client's role i.e. provides two ways for the client to get involved. He can use verification and acceptance points to check the work that is being done or, more actively, order the contractor to make variations. Next to the involvement is the role characterised by the duty to cooperate by sharing information, ensure access to the land for the contractor and provide all the goods as specified in the basic contract. One of the most important elements is the payment obligation. This must be done based on an instalment schedule.

According the UAVgc there are two main obligations for the contractor. For one, he must carry out the work in a timely and satisfactory manner. This is an obligation to achieve a specific result. This result is defined by the fitness for purpose and the normal and special requirements. Secondly, the warning obligation is incorporated. If the contractor does not meet this second obligation he is liable for the adverse consequences of that failure.

The input focus does want to stimulate open communication where both parties are stimulated to suggest improvements for the project. But, the UAV-GC 2005 does not explicitly pays attention to the communication between client and contractor (Monica Adriana Bernardina Chao-Duivis & Wamelink, 2013) which can be negative for the collaboration.

H.2 HIERARCHY OF CONTRACT DOCUMENTS IN CASE OF INCONSISTENCIES

Art. 3 §2 deals with the precedence of documents when two different documents contradict each other. The documents – which are necessary to complete the Model Agreement and bundled to form a complete contract – are given priority. The Model Agreement is most important and informative documents of the client are at the bottom. Secondly, it is determined that in a situation where the offer exceeds the requested quality the first one prevails. But, if the offer does not realize the level of quality as specified, the offering party has to adjust in order to improve the delivered quality. This is based on a situation where the client provides the technical details. According to this prevalence, the clients request prevails on the project plan developed during clarification.

With Best Value, the client does not buy a point-to-point translation of his specified request but signs up for the project plan of the contractor. The procedure stimulates the contractor to take the lead and show his expertise, but the traditional approach puts him in a position where he must meet the clients' need. Thereby it provides reason for discussions. If the request is formulated as: 'a well-functioning future-proof work', when did the project plan meet, let alone, exceed this request formulation? From a Best Value perspective, the contractor determines how to interpret this and if the client buys the project plan that is what prevails.

H.3 INPUT FOCUS IN CONTRACTUAL DOCUMENTS

The Model Agreement states a set of documents as part of the contract, including the planning and detailed plan of activities executed by subcontractors. Art. 9 demands exact specification of the type and moment activities subcontracted by the client are done. It also puts some technical responsibility at the client as a consequence of the traditionally highly specified request. When the client did not specify the preferred activity for arising construction waste, he is responsible for the handling of them for example.

From a Best Value perspective these items should not be mentioned in an agreement. The client is not interested in the process needed for the contractor to realize the object (e.g. planning and activities of subcontractors), incorporation of those elements in the contract produces confusion. Thereby, it is not the client's interest to go into detail like the materials that arise. The contractor has to deal with those topics, they are not the concern of the client.

H.4 RESPONSIBILITY OF CONTROL

Art. 11 and Art. 12 call for active involvement in design activities (Projectburo, 2014). The Model Agreement puts the client in the position where he has to direct & control design documents (Dumoulin). The contractor has to submit documents during all design phases (preliminary, definitive and detailed design) which receive feedback from the client on the desired quality within a set timeframe. Art. 12 allows for the client to build in milestones where the contractor has to ask for approval to continue based on certain objective assessment criteria.

This implicates that the client must form an opinion about the technical solution. However, that is the expertise of the contractor when following Best Value. Active involvement in the design activities and milestones have a new meaning, they are based on disburdening the client and demonstrate performance. In the UAVgc it is specified that the request formulated by the client must contain a test and acceptance plan. Whit Best Value, this should be on initiative of the contractor, not the client.

It should be noted that with the UAVgc 2005 relatively little controlling power is distributed to the client. The question can be raised if this conflict arises from the Standard Agreement or from a problem of practical behaviour (Monica Adriana Bernardina Chao-Duivis & Wamelink, 2013). In

principle though, Best Value wants the contractor to be the leader during the execution phase and any hierarchical obstacle has a negative effect.

H.5 CARROT AND STICK AGAINST OWNERSHIP

Art. 16 is designed around penalties and bonus money. The contractor is stimulated to perform and behave like an expert by means of a monetary amount for every day he is finished before the planned handover. At the same time he gets a penalty when missing milestones, provided it can be attributed to the contractor.

With Best Value, ownership and accountability try to make the use of penalties and premiums unnecessary. The contractor is responsible for the activities within his influence. If he does not finish before the set date of handover because of his own underperformance he has to take responsibility. Premiums are not Best Value as the expert wants to build a good record and efficiently continue with the next project.

I

THE BEST VALUE PROCEDURE

I.1 PREPARATION

To realize an efficient and fruitful procurement process one cannot just start and see what happens according Van Rijt and Santema (2013). The input for the preparation is the consideration whether to procure. After the decision to do so, the client can look into the questions of how, what and when to procure. The main goal is to define input for the purchasing activity: informing the market about the project initiation. When the information meeting is held and the client has provided the potential contractors with his perspective on the project it is time for the contractor to actively enter the process.

Components of the preparation phase
The actual request for proposal (RFP) has to be formulated as well as the forming of a support base for the undertaking. To achieve this, the following steps are part of the preparation phase:

The sponsor An autonomous entity with decision power within the client's organisation is needed to convey the project. This actor will pursue commitment of the involved employees and divisions. This aims at forming a solid ground for the Best Value philosophy in the entire procedure despite potential political pressure or questioning sceptics.

The Strategy The project to be executed has to fit the strategy of the client. Thereby it is important to define a *status quo* about the current results of undertaken projects. This makes it possible to critically review the results afterwards and give reason to further adopt the philosophy.

The Core team Those are the people who are actually going to execute the process. They are extra important in organizations where Best Value is totally new, because they will propagate the philosophy. They will run the procurement procedure together with a project team.

The project Once the project has a sponsor who initiates the project within the strategy of the company, the core team needs to evaluate if the project is suitable for the Best Value procedure. When no history of Best Value is present, a small scale start is preferred. In that way practical results can be more easily shown. After this first project has taken place, it is most important that future project fit the goals of the organization.

The goals The "what" question is emphasized in the formulation of the project goals because Best Value proposes the client to only define the functional specifications, not a detailed scope. Focus is on the proper thought of the problem to be tackled and performance to be achieved.

The planning The core team has to define a structure in which the project will take place. This planning defines the time taken for each phase in the procedure.

The criteria Before the selection can start criteria need to be clarified about the way quality and price are included. The different information submitted by the contractor is given a weight. Best Value proposes a heavy emphasis on quality and little influence for price.

The tender guide The contractors need to be informed about the tender. This is done through a guide which consist out of the client's perspective on the goal, scope, criteria and planning. Unique for Best Value is the disclosure of the ceiling price, as a result of the minimum norm theory.

The shortlist The outline of the project is determined and potential contractors can be sought. The procurement procedure is subject to legislation as set out in section 2.4 and appendix G.

The invitation The announcement can be done through a letter, but in case of contracting authorities the invitation has to be publicised on TenderNed so everybody can submit a proposal.

The first meeting This phase ends through a meeting where the adopted procedure is clarified to the market. There is room for explanation of Best Value, the planning and procedure. Thereafter is it up to the contractor to participate or not.

The preparing client

During this conception of the project the client takes the lead and is responsible for the preparation of the actual procedure. The above elements are formulated and executed internally, the contractor enters the procedure during the selection phase. Important for the role of the client is the thorough understanding of the philosophy and the creation of a starting point in line with a strategic framework. A contracting officer who does not participate himself but has a neutral flanking role for the organization should be appointed. He and the core team have to carefully prepare the intended procurement process.

Responsible for: (1) realizing a Best Value support base within the organization and;
(2) the creation of a starting point in line with the strategy;

By carrying out: (1) the composition of a core team and Contracting Officer,
(2) the drafting of a tender guide,
(3) an announcement of the project and;
(4) the organization of the first meeting.

The preparing contractor

For the contractor the first step in procurement is the formulation of his proposition. Best Value proposes a preparation which is non-specific for any project, but defines what the contractor has to offer according his expertise. This proposition is used for a project specific translation when an announcement is made. Core principle is the divestment of activities, partners or customers segments to be able to focus on other, more promising, elements (Verheul et al., 2013). Different techniques can be used to create insights in the contractor's core competence and resources.

Responsible for: (1) identifying its own core competence.

By carrying out: (1) the proactive formulation of a project independent proposition and;
(2) measurements of past performance of his delivered goods and services.

I.2 SELECTION

The second phase of the Best Value procedure is designed around identification of the over performing contractor; the expert. Offers are drafted by contractors answering the preparation phase. Those written documents are received by the client and now it's crucial to properly evaluate the potential contractors and select the one which is best capable of realizing the project goals. The aim of the selection is to find the best performing contractor who is then invited to further develop a detailed project plan.

Components of the selection phase
The proposals need to be drafted and assessed. In addition, Best Value proposes to engage with the people behind the offers. Through interviews with the key players a better understanding of the strengths of the contractors is obtained. Weighing the price and quality needs to result in a ranking of all candidates, see appendix I.5. The following steps are part of the selection phase:

The offers The written plans submitted by the contractors to the Contracting Officer consist of an performance underpinning, risk dossier, opportunities dossier, a planning and the offering price. The performance underpinning consist of the offered solution described by the contractor. This scope document elaborates on his proposed performance needed to achieve the project goals and underpinning why he is able to do so. In two A4's should be made clear what the contractor is able to deliver, based on measurable information from previous projects. This answers the "how" question from the core competence and should be purely focused on the project goals. No extra scope can be in this document. The second document, a risk dossier, is again two A4's but with the intention of clarifying identified risks and ways the contractor will mitigate them. Its underlying purpose is to figure out to which extent the contractor can provide guidance to the project, takes responsibility and has visionary qualities. The focus in the risk dossier is on events beyond the contractor's sphere of influence, only less performing contractors will emphasize internal risk as they are suboptimal in controlling them. By identifying and minimizing their effect on the project result effectively, the contractor shows his expertise. In the next two A4's are the value adding opportunities proposed by the contractor. These goes further than the minimal requirements to reach the project goals and fall beyond the offering price. This is also the document describing which risks are better of owned by the contractor. For every opportunity the contractor offers he must outline the impact on the cost and procedure. These opportunities are seen separately from the project core and can be purchased at all times. The planning consists of important intermediate milestones and date of handover. In addition, the critical path of activities is shown to indicate the main project outline. Last is the price for which the contractor offers to realize the project according his performance underpinning, risk dossier and opportunities dossier. This number is kept in the dark until after the interviews.

The interviews The core team talks with the key players through interviews. The invited key players have to demonstrate their knowledge and understanding of the project. Important is that the key players are the people who are actually going to execute the project, not a sales manager or an account manager. The questioning takes place in a 1:1 setting where the individual qualities are the topic. Remaining core team members are present but have a pure listing function. Focus is on the interview characteristic of this element: the client poses questions and the key player answers as concise and precise as possible in a nontechnical way.

The price There are a couple requirements to the offering price:

- The price has to be below the ceiling price.
- The price realizes a minimal scope to cover the project goals.
- Additional offerings are part of the opportunities dossier.
- The price covers the risk mitigations needed to achieve the project goals.

The ranking The actual scoring of the contractor's offering is done in multiple stages. First the written documents, with exclusion of the price, are separately scored on a scale from 2, meaning the offer will not realize the project goals, to 10, meaning the offer will definitely realize the project goals. With a consensus score on the documents contractors are invited to the interviews. Again a consensus score is reached after individual scoring of the different players. Focus in the ranking is objectivity; a solid plan is a solid plan. The written documents should be formulated SMART[3] and the focus in assessing the interviews is understanding of the key player, not his appearance. The weighing which is set out in the RFP is now used to rank the different contractors, so performance and price have to be added. There are two known calculation models of which Value Based awarding[4] is preferred. The final ranking is determined by taking the offering price and adding or subtracting the deduction. A full example is given in appendix I.5

The selecting client

The Contracting Officer provides the potential contractor with the formats for the written documents and the deadline for submitting. He bundles the anonymous plans and guides the core team in their assessment and process to achieve a consensus score. It is important to get dominant information about the quality of the plans. The core team focuses on the preparation of the interviews: communication with the contractors and constructing questionnaires. Again a pure assessment is the intention in clarifying the performance claims and identified risks. The interviews are recorded in order to make the contractor accountable for his statements.

Responsible for:
(1) organizing the process of receiving anonymous written documents;
(2) organizing the process of interviewing the key players;
(3) objectivity and transparency by means of dominant information.

By carrying out:
(1) an assessment of the written documents and interviews in an independent objective way leading to a consensus score;
(2) a ranking based on the weights and calculation model;
(3) substantiated communication of the ranking decision.

The assessed contractor

During this phase the contractor must prove that he can keep the project goals on the horizon. He forms an understanding of the project and sets an outline for the proposed scope. It requires that the contractor has the ability to take control and pre-plan the project, including its risks. It is his task to interpret the project goals and project conditions. The contractor has to show his fitness for the project by the written documents. The key players have to articulate their offered quality in the interviews. It is their role to know the project inside out, explain the performance simple and nontechnical, switch between details and overview, focus on dominant information and put themselves in the client's position. When the contractor is able to properly convey his vision and interpretation of the project he has done his job. If he is the outperforming expert he will receive a ranking decision which takes him into the clarification phase.

Responsible for:
(1) substantiation of the proposed performance in a nontechnical way;
(2) a committed project team with understanding of the BV principles;

[3] SMART refers to specific, measurable, ambitious, realistic and time bound.

[4] Value Based awarding is developed by CROW and monetizes the performance. The weights determine a maximum deduction which is assigned through the scoring of the written documents and interviews. Receiving a 10 results in a full reduction, while a 2 leads to adding the same amount (negative deduction).

(3) a realistic proposal including all cost necessary to reach the goals.

By carrying out: (1) identification of project risk and opportunities;
(2) an elaboration of the proposed solution, i.e. explanation of suitability.

1.3 THE CLARIFICATION

During this phase one contractor gets the opportunity to elucidate his proposed solution in a detailed project plan where the contractor shows he can execute the proposal against minimal risk according the project goals. Aim is to specify the offer, make sure it meets the project goals, identify key performance indicators and reach a contractual agreement.

Components of clarification
The clarification phase starts with a kick-off meeting where after the contractor gets the time to clarify his offer and take away any concerns of the client. When the project plan contains all necessary technical details and elucidates on the practical scope anticipated by the contractor, this phase ends with an award meeting.

The kick-off This start-up defines the most important aspects of the project. The contractor shows which activities are in and what's out of the scope of his project plan. He explains the assumptions used to come to the identification of risks and characterise the planning. The expected performance is made measurable and during the kick-off KPIs are suggested. At the end of this meeting the expectations of both parties needs to be clear. It is not about the exact details, but focuses on the highlights and main points of interest. Once all concerns and risks of the client are addressed and the expectations are measured a go-ahead is given for the contractor to further go into the details of the project.

The preparation phase It is not yet time to execute actual work, but to fully detail all activities. The contractor has to produce a planning, verification of claimed performance, risk management plan, scope opportunities and start with the weekly reports. This results in maximal preparation before the execution phase starts. This phase identifies which party owns which responsibilities and the appropriate handling of all risks.

The award meeting The closing piece of the clarification phase is the award meeting where a final check is performed. All issues should be taken care of and expectations of the coordination of the project have to be aligned. If things go well the contract is awarded. The content for the contract is formed by all documents, the recordings of the interviews and specifications.

The ensured client
It is the role of the client to ask questions about the proposed project. He should not engage in telling the contractor what to do (manage, direct and control behaviour). The client gets the opportunity to buy the detailed plan of the contractor at the end of the clarification phase. This is the best solution for his project goals available in the market. He is not allowed to steer the contractor in all kinds of foreseen directions nor supplement the proposal with all kinds of extras. Basically, the role of the client is to let the contractor be an expert.

Responsible for: (1) expressing the expectations and concerns towards the contractor.

By carrying out: (1) asking questions about scope, risks, project success and commitment.
(2) a helping hand towards the contractor in delivering high performance

The clarifying contractor
The role of the contractor is to fully take the lead in specifying his proposal. This phase is about justifying the technical details and providing the client with all necessary information. By providing total insight the contractor makes sure the execution will be as care free as possible.

Responsible for: (1) gathering all necessary information;
(2) communicating the responsibilities of the client;
(3) alignment of the expectations of all parties involved.

By carrying out: (1) specification of the project scope;
(2) identification of all risk and mitigation measures;
(3) determination of the KPIs which will be used;
(4) a complete planning;
(5) weekly reports.

The actual procurement has ended. The contractor has a total view on the project, there is a detailed planning from start to finish and all risks are described. Mitigations are appointed which are applied when the identified risks turn into reality. KPI's are set to measure the performance of the client and contractor in terms of realizing the project goals and minimizing risk. They also provide clarity in the party who bears responsibility for which risk. The two-sided expectations are completely known by everybody so the foundation for a successful project is set.

I.4 THE EXECUTION

This is the phase where the procedure is all about, the actual realisation of the project goals. Central is the focus on preserving the Best Value principles. This means that the client should not interfere too much with the activities of the contractor, the expert is in the lead. Phase 1, 2 and 3 have identified the contractor who distinguished himself as the expert and he has to be able to perform the work in his way without being controlled by the client.

Components of the execution
The Best Value procedure does not prevent all possible difficulties during execution from happening. The contractor has no perfect predicting ability and deviations must be taken into account. The process elements in this phase are designed around minimizing the impact of time and cost deviations. The weekly reports contain dominant information about the progress and provide insight in the success threatening events.

The weekly report This document provides insights in the risks occurring during execution. There are three kinds of events which are included: (1) risks which are identified beforehand and covered by specified mitigations, (2) unforeseen risks and (3) desired change orders requested by the client. Arisen risk without impact on the final date of handover and cost are not included. For all risks is made explicit who or what caused the risk, named and shamed. Every unwelcome event and its mitigation is scored by the client based on the level of unburdening and quality of the solution as set out in appendix I.6.

The client
Anticipation is key in the desired behaviour of the client. The client has to rely on the dominant information he receives from the contractor and minimize his tendency to control the contractor. The client must let go and focus on accountability and transparency.

Responsible for: (1) live up to its pre-arranged activities;
(2) complementing the contractor in his activities.

By carrying out: (1) an assessment of the reported mitigation measurements.

The executing client
Proactivity is asked from the contractor during execution. With the client's interest in mind should be dealt with all deviations. The responsibilities he has taken ownership for during the clarification phase must be lived up to. KPIs provide insights in the performance of both.

Responsible for: (1) identifying all deviations on planning and cost;
(2) identifying contractual changes;
(3) measuring the clients' performance.

By carrying out: (1) the management of weekly reports, regardless the progress;
(2) identification of the source of risk and justification of mitigations.

I.5 ASSESSMENT & SCORING

This appendix describes the procedure of assessing and scoring the written documents, interviews and price using an example. The award criteria & interrelation for this example is shown in table 19.

Award criteria & interrelation			
Ceiling price		€ 5,000,000	
Performance underpinning	15%	€ 750,000	Maximum fictive reduction
Risk dossier	25%	€ 1,250,000	Maximum fictive reduction
Opportunities dossier	10%	€ 500,000	Maximum fictive reduction
Interview 1	15%	€ 750,000	Maximum fictive reduction
Interview 2	15%	€ 750,000	Maximum fictive reduction

Table 19: The award criteria and weighting calculation of an example, source: own il.

The assessment is carried out by allocating a score to the submitted written documents and interviews. This score uses a scale of 10, 8, 6, 4 and 2, intermediate amounts cannot be allocated. All documents and interviews start their assessment with a score of six. The final score leads to a correction of the offering price so a fictive offering price is calculated.

Every member of the assessment team determines an individual score for each offering contractor based on the before mentioned scoring scale. The individual scores are discussed with everybody to reach a collective score. This is different from an average score of all individual score, but concerns the consensus of all team members. Each scores is accompanied by a monetary value for each component (separate written documents and interviews).

Table 20 shows, for each component, the maximal monetary value to be allocated in this example. These values lead to a fictive subtraction or addition to the offer price of the offering contractor.

	Fictive subtraction			Fictive addition	
Score	-100%	-50%	0%	+50%	+100%
	10	8	6	4	2
Component	*Monetary value of score (in euro's)*				
Performance underpinning	-750,000	-375,000	0	+375,000	+750,000
Risk dossier	-1,250,000	-625,000	0	+625,000	+1.250,000
Opportunities dossier	-500,000	-250,000	0	+250,000	+500,000
Interview 1	-750,000	-375,000	0	+375,000	+750,000
Interview 2	-750,000	-375,000	0	+375,000	+750,000

Table 20: A calculation example of the assessment model, source: own ill.

Every score includes a monetary value for each component. The scoring scale starts with 10 and ends at 2. A score allocated by the assessment team relates to a result of deliberation by that team of a consensus score for every single component, no average of the individual scores is used.

A score of 10 (maximum score) is accompanied by the maximum fictive discount, i.e. subtraction. A score of 2 (minimum score) is accompanied by the maximum fictive compensation, i.e. addition. The relation between the score and monetary value is linear between those scores.

Score	Assessment	% fictive subtraction of or adding to the offering price
2	poor	100% adding
4	moderate	50% adding
6	adequate	no adding, no subtraction
8	good	50% subtraction
10	outstanding	100% subtraction

Table 21: An example of the calculation assessment format, source: own ill.

First are the anonymised written documents (being the performance underpinning, risk dossier and opportunities dossier) of all contractors assessed by the assessment team. The offering prices are kept in the dark for the assessment team. Members of the assessment team assess the written documents individually and based on their own ability, after which the assessment team reviews the scores and motivations to register a consensus. The scores of each separate component lead, for each offer, to an exclusion or fictive subtraction, no monetary adjustment or fictive addition as shown in table 22. This example display positive assessment values with a negative number (fictive subtraction, monetary value < 0) and negative assessment values with a positive number (fictive addition, monetary value > 0).

	Contractor 1	Contractor 2	Contractor 3
Performance underpinning	8	8	4
Risk dossier	6	10	4
Opportunities dossier	6	6	6
Monetary value performance underpinning	€ -375,000	€ -375,000	€ +375,000
Monetary value risk dossier	€ 0	€ -1,250,000	€ +625,000
Monetary value opportunities dossier	€ 0	€ 0	€ 0
Adding or subtraction written documents	€ -375,000	€ -1,625,000	€ +1,000,000
Invited for the interviews? monetary value ≤ 0	**YES**	**YES**	**NO**

Table 22: An example of the assessment of written documents (step 1), source: own ill.

Proposals with a monetary value larger than 0 (fictive addition) are being excluded. Proposals with a fictive reduction or no monetary adjustment (monetary value ≤ 0) are invited to make their key players available to participate in the interviews. The interview part is assessed based on an interview with 2 key players in this example.

	Contractor 1	Contractor 2	Contractor 3
Interview 1	6	10	
Interview 2	6	6	
Monetary value interview 1	€ 0	€ -750,000	
Monetary value interview 2	€ 0	€ 0	
Adding or subtraction interviews	€ 0	€ -750,000	

Table 23: An example of the assessment of interviews (step 2), source: own ill.

Based on the interviews is assessed to which level the project is thoroughly understood by the key players and they are able to properly manage the project. The questions to be posed will focus on these topics, keeping the submitted written documents in mind. The planning will also be discussed. The key players which are made available are seen by the client to largely influence the chance of a successful project.

The contractor with the lowest fictive offering price is the Economically Most Advantageous Tender. The fictive offering price is determined by the offering price of the contractor minus the fictive deductions given for each separate part. If the assessment values for the interviews is insufficient the fictive offering price is determined by the offering price minus the fictive reduction on the written documents plus the fictive addition resulting from the interviews.

In case two or more contracts have an equal and lowest fictive offering price, the contractor with the lowest fictive subtraction on the written documents the Economically Most Advantageous Tender. If these values are also equal, the contractor with the lowest combined monetary value of the interviews is the Economically Most Advantageous Tender. In case the two contractors remain having an equal fictive price, the lowest monetary value of the written documents is decisive in the sequence of risk dossier, performance underpinning and opportunities dossier. When even these are all equal a lottery will determine the winner of the selection phase. Table 24 summarises the total procedure providing an overview of the assessment and scoring.

	Contractor 1	Contractor 2	Contractor 3
Offering price (price component proposal)	€ 4,500,000	€ 4,800,000	€ 4,600,000
Offering price below ceiling price?	YES	YES	YES
Proposal complete?	YES	YES	YES
	Contractor 1	Contractor 2	Contractor 3
Performance underpinning	8	8	4
Risk dossier	6	10	4
Opportunities dossier	6	6	6
Monetary value performance underpinning	€ -375,000	€ -375,000	€ +375,000
Monetary value risk dossier	€ 0	€ -1,250,000	€ +625,000
Monetary value opportunities dossier	€ 0	€ 0	€ 0
Adding or subtraction written documents	€ -375,000	€ -1,625,000	€ +1,000,000
Invited to the interviews? monetary value ≤ 0	YES	YES	NO
	Contractor 1	Contractor 2	Contractor 3
Interview 1	6	10	
Interview 2	6	6	
Monetary value interview 1	€ 0	€ -750,000	
Monetary value interview 2	€ 0	€ 0	
Adding or subtraction interviews	€ 0	€ -750,000	
	Contractor 1	Contractor 2	
Total monetary adjustment	€ -375,000	€ -2,375,000	
Fictive offering price	€ 4,125,000	€ 2,425,000	
Invited to the clarification phase?	**YES**	**NO**	

Table 24: An example of the total assessment and scoring procedure, source: own ill.

I.6 THE PROCEDURE OF THE WEEKLY REPORT

The weekly report is an excel file which is sent every week by the contractor to the client. This happens always; no matter how well the project goes, delays, additional work or risks and also when there are no changes with regards to the previous week. In the report is recorded if there are any scope changes or unforeseen events which influence the planning or cost. When a new risk surfaces this is added to the total list of risks in the excel file. The date of identification, mitigation measures, impact on the critical path and the influence on the total cost for the client are explained.

The client assess every mitigation measure with a 'satisfaction score'. This score relates to the satisfaction of the client about the approach of the contractor to minimise the impact on time, budget and remaining project goals. The scale of this score is as follows:

- 10 the contractor dominantly demonstrates to positively control the unforeseen event. The contractor identified the unforeseen event in time, prioritises it correctly and shows the ability to minimize the impact on time, budget and remaining project goals.

- 5 The contractor adequately demonstrates to control the unforeseen event and minimalizes its impact. The client has insufficient information to determine if the contractor fully controls the unforeseen event.
- 1 The contractor lacks early identification, proper prioritisation and control of the unforeseen event. The impact is not minimised satisfactory.

Every mitigation measure gets an individual satisfaction score. The score relates to the approach of the contractor. This means that not only concluded and controlled events can get scored a 10, also present events which are dealt with in a satisfactory manner. However, an unforeseen event in the sphere of influence of the contractor can maximally score a 5 as he should be able to control his internal risks.

All satisfaction scores are weighted to construct a weighed client satisfaction score (WCSS). This number is a weighted average of all satisfaction scores which takes into account the impact on time and cost of every unforeseen events. The contractor should strive for a WCSS as close as possible to 10. Based on this WCSS the 'risk score' can be computed. Every project gets a risk score based on the effects of the risks on the project goals and WCSS. This is computed as follows:

*Risk score = (11 -/- WCSS) * (1 + % cost overrun) * (1 + % time delay)*

The risk profile has the following internal logic: the higher the impact on time and cost, the higher the risk profile and the lower the weighted client satisfaction score, the higher the risk profile. So:

- Low impact on time & cost and high WCSS = very low risk profile.
- High impact on time & cost and high WCSS = low risk profile.
- Low impact on time & cost and low WCSS = high risk profile.
- High impact on time & cost and low WCSS = very high risk profile.

The risk score can change every week, because new risks can surface introducing additional cost overruns or time delays, the impact of previous surfaced unforeseen events can be adjusted and the client can the mitigation measures can become more satisfactory.

J

Interview Protocol

J.1 Interviewees

Citation	Case	Party	Function
CT#1	Sport facility 'De Omzoom'	Municipality Zaanstad	Process manager
CR#1		Antea sports	Project manager
CO#1		Scenter	Consultant
CT#2	Structural Maintenance 'DFM Amsterdam'	DFM Amsterdam	Project manager
CR#2		ABM Belbouw	Project manager
CO#2		DFM Amsterdam	Procurement manager
CT#3	Multiservices 'Provincie Noord-Holland'	Provincie Noord-Holland	Facility manager
CR#3		Eurest services	Senior sales manager
CO#3		Provincie Noord-Holland	Bid manager Procurement consultant
CT#4	Care Facility 't Brook'	Cicero Zorggroep	Project manager
CR#4		Mertens bouwbedrijf	Project manager
CO#4		Zuyd Hogeschool	Best Value expert

Table 25: An overview of the interviewees used in the case study, source: own. II.

J.2 INTERVIEW PROTOCOL

Case	[case x], [locatie]
geïnterviewde	[functie], [organisatie]
Datum	[tijd]. [datum]
Locatie	[kamer], [gebouw]

J.2.1 Introductie

Mijn naam is Niels Heim, op dit moment ben ik mijn master Construction, Management and Engineering aan het afronden aan de TU Delft. In 2008 ben ik begonnen met bouwkunde in Delft, na een stage bij een architectenbureau ben ik overgestapt naar Civiele Techniek waar ik bijna klaar mee ben. Sinds september studeer ik af op de Best Value aanbestedingsmethodiek.

TU DELFT & SCENTER

Ik studeer af aan de TU Delft, daar volg ik ook mijn master. Vanuit de TU wordt ik begeleid door mijn afstudeercommissie. Het is gebruikelijk dat de afstudeer opdracht vanuit een bedrijf wordt uitgevoerd. In mijn geval is dat Scenter, zij helpen mij met mijn onderzoek en geven regelmatig input.

AFSTUDEERONDERZOEK

Ik studeer specifiek af op de uitvoeringsfase van projecten die volgens de Best Value filosofie zijn aanbesteed. Tijdens het proces ontstaat een relatie tussen de opdrachtgever en de opdrachtnemer, die wordt na de selectiefase verder 1 op 1 ontwikkeld. Mijn onderzoek, waar deze interviews binnenvallen, richt zich vooral op de drijfveren voor het gedrag van zowel de opdrachtgever als de opdrachtnemer. De vragen zullen zich richten op het doorlopen proces en uw kijk op de samenwerking tijdens de uitvoering. Het uiteindelijke doel is de verwachtingen van beide partijen beter op elkaar af te stemmen zodat het proces soepel kan verlopen.

DE GEÏNTERVIEWDE

Als onderdeel van het onderzoek kijk ik naar vier projecten die nu in de uitvoeringsfase zitten. Voor elk van deze projecten interview ik zowel de projectmanager van de opdracht gevende en –nemende partij en de betrokken Best Value expert. Op deze manier wordt het proces van verschillende manieren belicht. U heeft een centrale rol in de realisatie van het CASE waardoor ik hoop dat u antwoord kan geven op mijn vragen.

** Heeft u tot zover vragen over mij of het afstudeeronderzoek? **

J.2.2 Spelregels

Ik zal vertellen hoe het interview zal verlopen en de manier waarop het verwerkt wordt in verder onderzoek. **Als u het goed vind dan wil ik dit gesprek graag opnemen.** Dit zorgt ervoor dat ik mij op het gesprek kan richten en geen aantekeningen hoef te maken. De opname zal ik zelf gebruiken voor het verslag, maar zullen op geen enkele manier naar buiten komen.

TIJDSDUUR

In principe is het de bedoeling dat het interview ongeveer een uur duurt. Mochten we iets langer de tijd nodig hebben is dat wat mij betreft geen probleem, maar ik begrijp het als u andere verplichtingen heeft.

ANONIMITEIT

Alle interviews worden geanonimiseerd verwerkt in het verslag en de bevindingen die gepubliceerd en gepresenteerd worden. Dit betekend dat uw naam niet terug komt in het verslag. De casus wordt wel beschreven en bevindingen worden algemeen beschreven aan de hand van de interviews. De specifieke conclusies worden anoniem gepresenteerd en het is niet te herleiden vanuit welke case dit komt. Alle aanvullende informatie wordt per definitie niet direct gepubliceerd.

VERWERKING INTERVIEW

Het interview werk ik niet woord voor woord uit. Na dit interview verwerk ik ons gesprek in een beknopt verslag waarbij ik aangeef wat ik heb meegenomen uit uw antwoorden. Het verslag bestaat uit de informatie die ik heb gehaald uit het case boek, de interviews met u en BV expert, PM ON en overige informatie. Hier kunt u dan van aangeven of de informatie correct is. Mocht er een interpretatiefout inzitten, kan dat op deze manier worden recht gezet. Mocht er in de beschrijving van uw casus iets terechtkomen waarvan u niet wilt dat het wordt meegenomen wordt het er uitgehaald. Nadat alle interviews zijn afgenomen worden de antwoorden geanalyseerd en bekeken op welke manier ze in te zetten zijn het algemene proces te verbeteren. Dit zal ik dan uiteindelijk presenteren op de TU Delft, het totale verslag zal ik t.z.t. ook naar u mailen.

J.2.3.A VRAGEN AND PROBES CLIENT

Als u verder geen vragen meer heeft wil ik graag beginnen. Ik zal elk onderwerp kort introduceren waarna ik overga op de vragen. Mocht u het antwoord niet weten of bijvoorbeeld geen antwoord willen geven, voelt u zich dan vrij om dit aan te geven. Dan zal ik doorgaan naar de volgende vraag. Tevens geldt natuurlijk dat als de vraag onduidelijk is o.i.d. ik hem graag toelicht. Ik wil u vragen zoveel mogelijk voorbeelden te gebruiken.

TOPIC #0: ALGEMEEN

We beginnen met een paar achtergrond vragen.

I. Kunt u kort iets vertellen over het project?
PROBE: *waarom moet er [project] komen?*
PROBE: *hoe is het idee ontstaan voor dit project?*

II. Wat is de huidige status van [project]?
PROBE: *wat is er al gerealiseerd? (raamcontract: hoe vaak ingezet)*

III. Waarom is bij [project] gekozen om de Best Value methodiek te gebruiken?
PROBE: *Was het een voor de hand liggende keuze?*

IV. Wat is de grootste uitdaging binnen dit project?
PROBE: heeft [OG] ervaring met de aanleg van grote voorzieningen?

V. Op welke manier bent u in aanraking gekomen met Best Value?
PROBE: *Wat is uw ervaring op het gebied van Best Value?*

VI. Hoeveel projecten heeft u al volgens het Best Value proces doorlopen?
PROBE: *Is dat ook het eerste project voor [OG]?*

VII. Wat is uw rol bij [project]?
PROBE: *Bent u vanaf het begin betrokken?*

VIII. Hoe is de [OG] in aanraking gekomen met BV expert?
PROBE: was het vanaf het begin meteen duidelijk dat er een externe proces begeleider nodig was?

TOPIC #1: BEST VALUE AANBESTEDINGSMETHODIEK

UI. Understanding Best Value

Het aanbesteden volgens de Best Value methodiek verschilt nogal van de traditionele manier waarop opdrachtgevers de geschikte partij voor de uitvoering van hun project vinden. Het proces omvat een andere aanpak van zowel de opdrachtgever als de opdrachtnemer, zowel de uitvraag als het aanbod zijn anders geformuleerd.

I. Op welke manier heeft u zich de methodiek van Best Value eigen gemaakt?
PROBE: *Heeft u voordat u het proces inging het gehele proces overzien?*
PROBE: *Hoe bereide u zich voor op de verschillende fasen?*

II. Waarom heeft [OG] gekozen de Best Value methodiek toe te passen?
PROBE: *Vindt u het een verbetering ten opzichte van traditionele aanbestedingen?*
PROBE: *Ziet u nu al voordelen waarvan u denkt dat Best Value bijgedragen heeft?*

III. Is het ingewikkeld de verschillende stappen te doorlopen zoals voorgeschreven?
PROBE: *Was het moeilijk de uitvraag te formuleren op basis van de projectdoelen i.p.v. de scope?*
PROBE: *Vindt u de wekelijkse rapportage een laagdrempelige tool?*

IV. Voor welke fase is er volgens u de meeste kennis over Best Value nodig?
PROBE: *Wat is de grootste uitdaging binnen deze fase?*
PROBE: *Zou meer ervaring met de methodiek deze stap vereenvoudigen?*

V. Hoe belangrijk is kennis over de methodiek bij het doorlopen van het proces?
PROBE: *Denkt u dat het proces te doorlopen is zonder de filosofie te begrijpen?*
PROBE: *Wat doet u bij onduidelijkheden over de methodiek?*
PROBE: *Op welke manier waarborgt u de juiste interpretatie van de processtappen?*

CHECK: [OG] vindt de methodiek wel/niet lastig en ziet er wel/niet de voordelen van in, de grootste inhoudelijke uitdaging is …

TOPIC #2: PROJECTINFORMATIE

UII. Possession of information

Tijdens de selectie heeft de opdrachtgever voor ogen waar het project aan moet voldoen om de projectdoelen te halen. Tijdens de concretiseringsfase werkt de aannemer dit uit en vergaart hij meer inzicht in de details van het project. Hierbij kijkt de opdrachtgever mee. Bij de uitvoering wordt door middel van het risico dossier gerapporteerd op afwijkingen in van tijd & geld.

I. Wie heeft er tijdens de concretiseringsfase het meeste informatie over de uitdagingen tijdens de uitvoeringsfase?
PROBE: *Is alle informatie over de werkzaamheden transparant geweest?*
PROBE: *Waren er risico's die [OG]/u wel bedacht heeft maar [ON] niet voorzien?*

II. In hoeverre heeft [OG] een beeld van de activiteiten tijdens de uitvoering?
PROBE: *Worden problemen tijdig gemeld en definitief opgelost?*
PROBE: *Weet u bijvoorbeeld wat ze nu aan het doen zijn?*

III. Biedt de wekelijkse rapportage genoeg inzicht om er op te vertrouwen dat [ON] werkt zoals beloofd in zijn aanbod?
PROBE: *Mist [OG] informatie die u wel had willen hebben?*

IV. Zou u meer inzicht willen in de werkzaamheden van [ON]?
PROBE: *Ook als ze geen effect hebben op de project doelstellingen?*
PROBE: *Wat zou u dan precies willen weten?*

V. Wat voor invloed heeft een ongelijke verdeling van informatie over het project op de samenwerking tussen [OG] en [ON]?
PROBE: *Leidt een ongelijke verdeling van inzicht in het project tot een slechte samenwerking?*
PROBE: *Houden partijen bewust informatie achter vanuit strategische overwegingen?*
PROBE: *Is het wenselijk dat alles wat met het project te maken heeft vrij toegankelijk en transparant is?*

CHECK: [OG] heeft denkt goed/redelijk/slecht te weten wat er gebeurt bij [ON], dit vindt zij wel/niet vervelend en beïnvloed de houding van [OG] wel/niet.

TOPIC #3: PROJECT DOELEN

UIII. Commitment to projectgoals

In principe beloofd Best Value een hogere tevredenheid van de opdrachtgever en meer projectsucces. De achterliggende gedachte is dat het realiseren van de projectdoelen de gewenste uitkomst is voor beide partijen.

I. Wanneer is dit project wat jou betreft succesvol?
PROBE: *Wat is een indicatie dat dit project, in uw ogen, goed is gegaan?*
PROBE: *Wanneer kijk je met een goed gevoel naar [project]?*
PROBE: *Wat is het belangrijkste projectdoel?*

II. Hoe zijn de projectdoelen tot stand gekomen?
PROBE: *Wat zijn de specifieke criteria waar [OG] de project performance mee meet?*

III. Ervaart u een spanningsveld tussen de projectdoelen en het omzetbelang van [ON]?
PROBE: *Is [ON] erbij gebaat als de projectdoelen gehaald worden?*
PROBE: *Denkt u dat de winstgevendheid van dit project voor ON onder druk staat?*

IV. Als u de projectdoelen zou moeten ranken, welke is dan de meest belangrijke?
PROBE: *Denk aan klanttevredenheid/op tijd/ binnen budget/ met winst/ hoge kwaliteit*

V. Zijn er momenten waarbij niet aan alle projectdoelen kan worden voldaan?
PROBE: *Is het voorgevallen dat [OG] een keuze moest maken tussen twee doelen?*
PROBE: *Bestaan de projectdoelen naast elkaar of gaan ze ten koste van elkaar?*

CHECK: Voor [OG] is het belangrijkste projectdoel … [OG] denkt dat dit wel/niet overeenkomstig is met het voornaamste projectdoel van [ON] en dat dit wel/niet hinderend werkt.

TOPIC #4: WERKWIJZE

UIV. Attention for how

Best Value gelooft in de focus op dominante inhoudelijke informatie. De manier waarop het project gerealiseerd wordt is in principe de verantwoordelijkheid van de aannemer, dit is hetgeen de opdrachtgever uitbesteed. De processtappen zijn gebaseerd op de inhoud.

I. Draait Best Value bij de realisatie van [project]volledig om het op te leveren resultaat?
PROBE: *In hoeverre heeft [OG] zich uitgelaten over de verwachte werkzaamheden?*
PROBE: *Is de manier waarop het project gerealiseerd wordt zoals [OG] het voorzien heeft?*

II. Wat zijn de gevolgen van het 'hoe' omtrent de uitvoering aan [ON] laten?
PROBE: *Was het project anders gerealiseerd als de aanpak in meer detail met ON was besproken?*
PROBE: *Maakt het [OG] uit op welke manier de projectdoelen worden gehaald?*

III. Heeft u het gevoel dat u [ON] kan sturen in de richting die [OG] voor ogen heeft?
PROBE: *Denkt u dat [ON] doorheeft wat [OG] verwacht van het project?*
PROBE: *Hoe heeft u duidelijk gemaakt wat belangrijk is tijdens de realisatie van [project]?*

IV. Wat is een goede manier voor [OG] om overeenstemming te krijgen over de werkwijze van [ON]?
PROBE: *Zou u meer inzichten willen hebben in de activiteiten die [ON] uitvoert?*

V. Mist u monitor- en stuurmogelijkheden tijdens de uitwerking en realisatie van het project?
PROBE: *Heeft [OG] manieren om de focus van [ON] op de projectdoelen te houden?*

CHECK: [OG] vindt het wel/niet belangrijk wat de aanpak [project] is, overeenstemming wordt bereikt door ... en bijsturing is wel/niet meer nodig vanwege de experthouding [ON].

TOPIC #6: ROLBESCHRIJVING

UV. Perception of roles

In Best Value aanbestedingen organiseert de opdrachtgever de selectie. Op het moment dat de aannemer die boven het maaiveld uitsteekt benoemd is wordt verwacht dat deze partij de leiding neemt.

I. Heeft [ON] de leiding over het project gegeven tijdens de uitwerking en realisatie?
PROBE: *Wie heeft bijvoorbeeld het contact georganiseerd tijdens de concretisering?*

II. Is het voor [OG] prettig om [ON] de ruimte te geven?
PROBE: *Is [OG] in haar taken ontlast doordat ON het proces managen?*
PROBE: *Is het moeilijk om niet een controlerende houding aan te nemen?*

III. Ligt het niet voor de hand dat [OG] een leidende rol vervult?
PROBE: *[OG]formuleert ook de projectdoelen, dan leidt hij toch de weg?*
PROBE: *[OG] heeft het meeste belang bij de realisatie van de projectdoelen, heeft hij dan niet ook de meeste motivatie?*
PROBE: *Heeft [OG] niet het meeste overzicht over het hele proces?*

IV. Hoe zou u de relatie tussen met [ON] beschrijven met betrekking tot:
- Win-win / lose-lose verhouding
- Vertrouwen / monitoren
- Wijzende vinger / helpende hand
- Samen nadenken & hoeveelheid feedback / eigen verantwoordelijkheden

PROBE: *Is de manier van communiceren veranderd?*
PROBE: *Heeft u andere verwachtingen nu [project] in de uitvoering zit?*

V. Is de houding van [ON] overeenkomstig met uw verwachtingen?
PROBE: *Wat is uw verklaring voor de houding van [ON]?*

VI. Draagt een goede samenwerking bij aan het projectresultaat?
PROBE: *Hoe zou de [OG] en [ON] zich moeten opstellen tijdens de uitvoeringsfase?*
PROBE: *Wat moet in de samenwerking bereikt worden om deze succesvol te noemen?*

CHECK: De relatie is te omschrijven als ..., dit vindt de [OG] wel/niet prettig en draagt wel/niet bij aan het projectresultaat van [project].

J.2.3.B VRAGEN AND PROBES CONTRACTOR

Als u verder geen vragen meer heeft wil ik graag beginnen. Ik zal elk onderwerp kort introduceren waarna ik overga op de vragen. Mocht u het antwoord niet weten of bijvoorbeeld geen antwoord willen geven, voelt u zich dan vrij om dit aan te geven. Dan zal ik doorgaan naar de volgende vraag. Tevens geldt natuurlijk dat als de vraag onduidelijk is o.i.d. ik hem graag toelicht. Ik wil u vragen zoveel mogelijk voorbeelden te gebruiken.

TOPIC #0: ALGEMEEN

We beginnen met een paar achtergrond vragen.

IX. Waarom heeft [ON] ervoor gekozen in te schrijven op de uitvraag van [project]?
PROBE: *Is het onderwerp van discussie geweest?*

X. Wat is de huidige status van [project]?
PROBE: *Wat is er al gerealiseerd? (raamcontract: hoe vaak ingezet)*

XI. Wat is de grootste uitdaging binnen dit project?

XII. Op welke manier bent u in aanraking gekomen met Best Value?
PROBE: *Wat is uw ervaring met Best Value?*

XIII. Hoeveel projecten heeft u al volgens het Best Value proces doorlopen?
PROBE: *Is dat ook het eerste project van [ON]?*

XIV. Is [ON] ondersteund tijdens de inschrijving?
PROBE: *in het verleden wel eens ondersteund door een BV expert?*

XV. Wat is uw rol binnen dit project?
PROBE: *Bent u vanaf het begin betrokken?*

TOPIC #1: BEST VALUE AANBESTEDINGSMETHODIEK

UI. Understanding Best Value

Het aanbesteden volgens de Best Value methodiek verschilt nogal van de traditionele manier waarop opdrachtgevers de geschikte partij voor de uitvoering van hun project vinden. Het proces omvat een andere aanpak van zowel de opdrachtgever als de opdrachtnemer, zowel de uitvraag als het aanbod zijn anders geformuleerd.

VI. Op welke manier heeft u zich de methodiek van Best Value eigen gemaakt?
PROBE: *Heeft [ON] een Best Value kernteam?*
PROBE: *Heeft u voordat [ON] het proces inging over het hele proces nagedacht?*
PROBE: *Hoe bereid u zich voor op de verschillende fasen?*

VII. Wat is uw algemene gevoel over de Best Value methode?
PROBE: *Geeft u er de voorkeur aan in de toekomst meer Best Value projecten te realiseren?*
PROBE: *Denkt u dat het een goede ontwikkeling is de aanbodspecificatie op deze manier te doen?*

VIII. Is het ingewikkeld de verschillende documenten en bijeenkomsten voor te bereiden?
PROBE: *Kost het veel tijd om de documenten goed in te vullen, ook al heeft [ON] de inhoud duidelijk?*
PROBE: *Denkt u dat wat [OG] over wil brengen ook daadwerkelijk naar voren komt?*

IX. Voor welke fase is er volgens u de meeste kennis over Best Value nodig?
PROBE: *Wat is de grootste uitdaging binnen deze fase?*
PROBE: *Zou meer ervaring met de methodiek deze stap vereenvoudigen?*

X. Hoe belangrijk is kennis over de methodiek bij het doorlopen van het proces?
PROBE: *Denkt u dat het proces te doorlopen is zonder de filosofie te begrijpen?*
PROBE: *Wat doet u bij onduidelijkheden over de methodiek?*
PROBE: *Op welke manier waarborgt u de juiste interpretatie van de processtappen?*

CHECK: [ON] vindt de methodiek wel/niet lastig en ziet wel/geen voordelen van Best Value, de grootste inhoudelijke uitdaging voor [ON] is…

TOPIC #2: PROJECTINFORMATIE

UII. Possession of information

Tijdens de selectie heeft de opdrachtgever voor ogen waar het project aan moet voldoen om de projectdoelen te halen. Tijdens de concretiseringsfase werkt de aannemer dit uit en vergaart hij meer inzicht in de details van het project. Hierbij kijkt de opdrachtgever mee. Bij de uitvoering wordt door middel van het risico dossier gerapporteerd op afwijkingen in van tijd & geld.

VI. Wie had er tijdens de concretiseringsfase het meeste informatie over de uitdagingen tijdens de uitvoeringsfase van [project]?
PROBE: *Is alle informatie over de werkzaamheden transparant geweest?*
PROBE: *Waren er risico's die [ON]/u wel bedacht hebt maar [OG] niet heeft voorzien?*

VII. In hoeverre heeft [OG] een beeld van de activiteiten tijdens de uitvoering van [project]?
PROBE: *Worden problemen direct gemeld en definitief opgelost?*
PROBE: [*ON] rapporteert alleen op afwijkingen, is dat ook alle informatie die [OG] ontvangt?*
PROBE: *Weet [OG] welke werkzaamheden er nu worden uitgevoerd?*

VIII. Geeft [ON] in de wekelijkse rapportage genoeg inzicht voor [OG] om een volledig beeld van de werkzaamheden te vormen?
PROBE: *Zijn er momenten dat er niets nieuws in de WR staat?*
PROBE: *Kunt u alles wat u wilt delen kwijt in de WR?*

IX. Zou meer inzicht in de activiteiten meer helderheid scheppen voor [OG]?
PROBE: *Zou meer informatie alleen maar meer vragen oproepen?*

X. Wat voor invloed heeft een ongelijke verdeling van informatie over het project op de samenwerking tussen [OG] en [ON]?
PROBE: *Leidt een ongelijke verdeling van inzicht in [project]tot een slechte samenwerking?*
PROBE: *Houden partijen bewust informatie achter vanuit strategische overwegingen?*
PROBE: *Is het wenselijk dat alles wat met het project te maken heeft vrij toegankelijk en transparant is?*

CHECK: [ON] denkt dat [OG] wel/niet volledig op de hoogte is van haar activiteiten, dit gebeurt wel/niet alleen door de WR en is goed/slecht voor de samenwerking

TOPIC #3: PROJECT DOELEN

UIII. Commitment to projectgoals

In principe beloofd Best Value een hogere tevredenheid van de opdrachtgever en meer projectsucces. De achterliggende gedachte is dat het realiseren van de projectdoelen de gewenste uitkomst is voor beide partijen.

VI. Wanneer is dit project wat jou betreft succesvol?
PROBE: *Wat is een indicatie dat dit project, in uw ogen, goed is gegaan?*
PROBE: *Wanneer kijk je met een goed gevoel naar [project]?*
PROBE: *Wat is het belangrijkste projectdoel?*

VII. Kon [ON] zich vinden in de projectdoelen van [OG]?
PROBE: *Zijn de doelen van [ON] gelijk aan de projectdoelen uit de leidraad?*
PROBE: *Wat is de reden dat [ON] heeft ingeschreven op de uitvraag?*

VIII. Is er een spanningsveld tussen de projectdoelen van [OG] en het creëren van omzet?
PROBE: *Kan het zijn dat tijdens de uitvoering blijkt dat [ON] verkeerde inschattingen heeft gemaakt waardoor de beloftes niet voor de inschrijfprijs gerealiseerd kunnen worden?*

IX. Als u de projectdoelen zou moeten ranken, welke is dan de meest belangrijke voor [ON]?
PROBE: *Denk aan klanttevredenheid/op tijd/ binnen budget/ met winst/ hoge kwaliteit*

X. Zijn er momenten waarbij niet aan alle projectdoelen kan worden voldaan?
PROBE: *Is het voorgevallen dat u een keuze moest maken tussen twee doelen?*
PROBE: *Bestaan de projectdoelen naast elkaar of gaan ze ten koste van elkaar?*

CHECK: voor [ON] is het belangrijkste doel van dit project … [ON] denkt dat dit wel/niet overeenkomt met het voornaamste projectdoel van [OG] en dat dit wel/niet hinderend werkt

TOPIC #4: WERKWIJZE

UIV. Attention for how

Best Value gelooft in de focus op dominante inhoudelijke informatie. De manier waarop het project gerealiseerd wordt is in principe de verantwoordelijkheid van de aannemer, dit is wat de opdrachtgever uitbesteed. De processtappen zijn gebaseerd op de inhoud.

VI. Geeft de Best Value methodiek u de kans om de werkwijze van [ON] toe te lichten?
PROBE: *Had [ON] bij de reactie op de uitvraag al een gedetailleerd idee over de uitvoering?*
PROBE: *Is [OG] geïnteresseerd in de wijze waarop [ON] het project realiseert?*

VII. Wat zijn de gevolgen van het centraal stellen van de projectdoelen?
PROBE: *Wordt de wijze van uitvoering minder beoordeeld door [OG]?*
PROBE: *Beinvloed de Best Value methodiek de manier waarop dit project wordt uitgevoerd?*

VIII. Zou de opdrachtgever zich moeten bemoeien met de manier waarop [ON] de projectdoelen haalt?
PROBE: *Heeft u feedback nodig op de wijze waarop [ON] plant het project te realiseren?*

IX. Wat zou een goede manier zijn voor [OG] om inzicht te krijgen in de manier waarop zijn projectdoelen gerealiseerd worden?
PROBE: *Zou u meer willen rapporteren aan [OG] zodat zij beter weet wat er gebeurt?*
PROBE: *Belemmert meer toezicht van [OG] [ON] in de uit te voeren werkzaamheden?*

X. Is het goed om tijdens de uitvoering alleen maar op afwijkingen te rapporteren?
PROBE: *Zorgt minder bemoeienis van de [OG] tijdens de uitvoering voor een beter resultaat?*

CHECK: [ON] wil graag meer/minder ruimte om toe te lichten wat de werkwijze wordt en denk dat bemoeienis van [OG] wel/niet zorgt voor een betere realisatie van de projectdoelen.

TOPIC #6: ROLBESCHRIJVING

UV. Perception of roles

In Best Value aanbestedingen organiseert de opdrachtgever de selectie. Op het moment dat de aannemer die boven het maaiveld uitsteekt benoemd is wordt verwacht dat deze partij de leiding neemt.

VII. Stond [ON] tijdens dit project volledig aan het roer vanaf de concretiseringsfase?
PROBE: *Wie heeft bijvoorbeeld het contact georganiseerd tijdens de concretisering?*

VIII. Is het prettig om de ruimte te krijgen zodat [ON] het volledig op haar manier kan doen?
PROBE: *Ervaart u bemoeienis van [OG] tijdens de uitvoering als negatief?*
PROBE: *Begrijpt [OG] uw werkwijze?*

IX. Ligt het niet voor de hand dat [OG] een leidende rol vervult?
PROBE: *De opdrachtgever formuleert ook de projectdoelen, dan leidt hij toch de weg?*
PROBE: [*OG] heeft het meeste belang bij de realisatie van de projectdoelen, heeft hij dan niet ook de meeste motivatie?*
PROBE: *Heeft [OG] niet het meeste overzicht over het hele proces?*

X. Hoe zou u de relatie tussen [OG] en [ON] beschrijven met betrekking tot:
- Win-win / lose-lose verhouding
- Vertrouwen / monitoren
- Wijzende vinger / helpende hand
- Samen nadenken & hoeveelheid feedback / eigen verantwoordelijkheden

PROBE: *Is de manier van communiceren veranderd?*
PROBE: *Heeft u andere verwachtingen nu het project in de uitvoering zit?*

XI. Is de houding van [OG] overeenkomstig met uw verwachtingen?
PROBE: *Wat is uw verklaring voor de houding van [OG]?*

XII. Op welke manier draagt een goede samenwerking bij aan het projectresultaat van [project]?
PROBE: *Hoe zou de [OG] en [ON] zich moeten opstellen tijdens de uitvoeringsfase?*
PROBE: *Wat moet in de samenwerking bereikt worden om deze succesvol te noemen?*

CHECK: De relatie met [OG] is te omschrijven als … Dit vind [ON] wel/niet prettig en wel/niet bijdragen aan het projectresultaat

J.2.3.C VRAGEN AND PROBES BV EXPERT

Als u verder geen vragen meer heeft wil ik graag beginnen. Ik zal elk onderwerp kort introduceren waarna ik overga op de vragen. Mocht u het antwoord niet weten of bijvoorbeeld geen antwoord willen geven, voelt u zich dan vrij om dit aan te geven. Dan zal ik doorgaan naar de volgende vraag. Tevens geldt natuurlijk dat als de vraag onduidelijk is o.i.d. ik hem graag toelicht. Ik wil u vragen zoveel mogelijk voorbeelden te gebruiken.

TOPIC #0: ALGEMEEN

We beginnen met een paar achtergrond vragen.

XVI. Op welke manier bent u in aanraking gekomen met Best Value?
PROBE: *Wat is uw ervaring met Best Value?*

XVII. Hoeveel projecten heeft u al volgens het Best Value proces doorlopen?
PROBE: *Is dat ook het eerste project van [OG]/[ON]?*

XVIII. Kunt u kort iets vertellen over [project]?
PROBE: *Hoe is het project geïnitieerd?*

XIX. Wat is de huidige status van [project]?
PROBE: *wat is er al gerealiseerd?*

XX. Wat is uw rol binnen [project]?
PROBE: *Bent u vanaf het begin betrokken geweest?*

XXI. Hoe bent u in aanraking gekomen met [OG]?

XXII. Waarom is bij dit project gekozen om de Best Value methodiek te gebruiken?
PROBE: *Was het een eenvoudige keuze?*

XXIII. Wat is de grootste uitdaging van dit project?

TOPIC #1: BEST VALUE AANBESTEDINGSMETHODIEK

UVI. Understanding Best Value

Het aanbesteden volgens de Best Value methodiek verschilt nogal van de traditionele manier waarop opdrachtgevers de geschikte partij voor de uitvoering van hun project vinden. Het proces omvat een andere aanpak van zowel de opdrachtgever als de opdrachtnemer, zowel de uitvraag als het aanbod zijn anders geformuleerd.

XI. In hoeverre is op [project]de pure Best Value filosofie toegepast?
PROBE: *Zijn alle fasen doorlopen zoals voorgeschreven?*
PROBE: *Hebben de partijen de verschillende documenten gebruikt zoals bedoelt?*

XII. Denkt u dat beide betrokken partijen de Best Value methodiek doorgronden?
PROBE: *Kijken ze verder dan de fasen waarin ze zich op dat moment bevinden?*
PROBE: *Zijn ze welwillend om zich te verdiepen in de nieuwe methodiek?*

XIII. Hebben [OG]/[ON] moeite gehad om in de Best Value gedachte te blijven?
PROBE: *Waren er momenten dat de methodiek onduidelijk was?*

XIV. Voor welke fase is er volgens u de meeste kennis over Best Value nodig?
PROBE: *Wat is de grootste uitdaging binnen deze fase?*
PROBE: *Zou meer ervaring met de methodiek deze stap vereenvoudigen?*

XV. Hoe belangrijk is kennis over de methodiek bij het doorlopen van dit proces?
PROBE: *Denkt u dat het proces te doorlopen is zonder de filosofie te begrijpen?*
PROBE: *Wat doet u bij onduidelijkheden over de methodiek?*
PROBE: *Op welke manier waarborgt u de juiste interpretatie van de processtappen?*

CHECK: [OG]/[ON] hadden een slecht/matig/goed begrip van de Best Value filosofie waardoor het proces wel/niet is doorlopen zoals voorgeschreven

TOPIC #2: PROJECTINFORMATIE

UVII. Possession of information

Tijdens de selectie heeft de opdrachtgever voor ogen waar het project aan moet voldoen om de projectdoelen te halen. Tijdens de concretiseringsfase werkt de aannemer dit uit en vergaart hij meer inzicht in de details van het project. Hierbij kijkt de opdrachtgever mee. Bij de uitvoering wordt door middel van het risico dossier gerapporteerd op afwijkingen in van tijd & geld.

XI. Wie heeft er tijdens de concretiseringsfase het meeste informatie over de uitdagingen tijdens de uitvoeringsfase?
PROBE: *Is alle informatie over de werkzaamheden transparant geweest?*
PROBE: *Waren er risico's die [OG]/[ON]/u wel bedacht hebt maar niet voorzien?*

XII. Hoe transparant is het proces in [project]doorlopen (tot nu toe)?
PROBE: *Worden problemen direct gemeld en definitief opgelost?*
PROBE: *Zijn [OG] en [ON] open over de inzichten die ze hebben?*
PROBE: *Hebben partijen er baat bij om informatie achter te houden?*

XIII. Biedt de wekelijkse rapportage genoeg inzicht voor [OG] om er ook daadwerkelijk op te vertrouwen dat [ON] werkt zoals hij beloofd heeft in zijn aanbod?
PROBE: *Geeft de wekelijkse rapportage genoeg houvast in [project]?*
PROBE: *Welke informatie zou waardevol zijn om toe te voegen aan de WR?*

XIV. Denkt u dat inzicht in alle activiteiten het vertrouwen van [OG] in het succesvol realiseren van zijn projectdoelen zou vergroten?
PROBE: *Is de wekelijkse rapportage te weinig om van [OG] te verwachten dat hij vol goede moet het project resultaat afwacht?*
PROBE: *Zou een uitgebreidere WR de expertise van [ON] in discussie stellen?*

XV. Wat voor invloed heeft een ongelijke verdeling van informatie over [project] op de samenwerking tussen [OG] en [ON]?
PROBE: *Leidt een ongelijke verdeling van inzicht in het project tot een slechte samenwerking?*
PROBE: *Houden OG, ON bewust informatie achter vanuit strategische overwegingen?*
PROBE: *Is het wenselijk dat alles wat met [project]te maken heeft vrij toegankelijk en transparant is?*

CHECK: [OG] en [ON] hadden weinig/veel toegang tot project specifieke informatie met als gevolg wel/geen transparante relatie

TOPIC #3: PROJECT DOELEN

UVIII. Commitment to projectgoals

In principe beloofd Best Value een hogere tevredenheid van de opdrachtgever en meer projectsucces. De achterliggende gedachte is dat het realiseren van de projectdoelen de gewenste uitkomst is voor beide partijen.

XI. Wanneer is dit project wat jou betreft succesvol?
PROBE: *Wat is een indicatie dat dit project, in uw ogen, goed is gegaan?*
PROBE: *Wanneer kijk je met een goed gevoel naar dit project?*
PROBE: *Wat is het belangrijkste projectdoel?*

XII. Zijn de projectdoelen van [OG] en [ON] partij gelijk?
PROBE: *Hebben ze hetzelfde beeld over de doelen die [project] tot een goed einde maken?*
PROBE: *Hebben ze makkelijk overeenstemming bereikt over de KPIs die het succes bepalen?*

XIII. Heef [OG] de doelen zorgvuldig gecommuniceerd zodat [ON] ze correct heeft kunnen interpreteren?
PROBE: *Hebben beide partijen hetzelfde beeld bij de geformuleerde doelen?*

XIV. Geeft [ON] een andere prioriteit aan de projectdoelen dan [OG]?
PROBE: *Wat is voor [OG] het meest belangrijk?*
PROBE: *Wat is voor [ON] het meest belangrijk?*

XV. Zijn er gevallen waarbij niet aan alle projectdoelen kan worden voldaan?
PROBE: *Is het voorgevallen dat er een keuze gemaakt moest worden tussen twee doelen?*
PROBE: *Bestaan de projectdoelen bij [project]naast elkaar of gaan ze ten koste van elkaar?*

CHECK: de projectdoelen van [OG] overlappen wel met [ON] op het gebied van … , maar niet als het aankomt op … hierdoor ervaren beiden partijen andere drijfveren voor gedrag

TOPIC #4: WERKWIJZE

UIX. Attention for how

Best Value gelooft in de focus op dominante inhoudelijke informatie. De manier waarop het project gerealiseerd wordt is in principe de verantwoordelijkheid van de aannemer, dit is wat de opdrachtgever uitbesteed. De processtappen zijn gebaseerd op de inhoud.

I. Hebben [OG] en [ON] zich in dit project puur op de output gefocust?
PROBE: *Heeft [OG] de werkwijze van [ON] wel eens ter discussie gesteld?*
PROBE: *Hebben alle gespreken in het teken gestaan van de te realiseren projectdoelen?*

II. Wie heeft in dit project bepaalt hoe [project]wordt gerealiseerd?
PROBE: *Heeft [OG] de [ON] vrijgelaten in het zoeken naar een oplossing?*

III. Handelt [ON] tijdens fase 3 & 4, zoals u verwacht had?
PROBE: *Zijn er momenten geweest dat [OG] heeft bijgestuurd?*

IV. Hoe kan [OG] ingrijpen als [ON] niet acteert zoals ze had verwacht?
PROBE: *Wat raad je de [OG] aan als [ON] afwijkt van het geplande pad?*
PROBE: *Wat als [OG] meer inzicht wil omdat het onduidelijk is wat er werkelijk gebeurt?*

V. Denkt u dat de focus op dominante informatie en sturing op afwijkingen de samenwerking tussen [OG] en [ON] beïnvloed?
PROBE: *Zorgt de wekelijkse rapportage voor een efficiëntere uitvoeringsfase?*
PROBE: *Heeft de [ON] in Best Value projecten meer ruimte voor zijn eigen belangen?*

CHECK: [ON] bepaalt wel/niet op welke manier [project] gerealiseerd wordt waardoor [ON] wel/niet kan handelen als expert en de [OG] wel/niet hoeft te sturen

TOPIC #6: ROLBESCHRIJVING

UX. Perception of roles

In Best Value aanbestedingen organiseert de opdrachtgever de selectie. Op het moment dat de aannemer die boven het maaiveld uitsteekt benoemd is wordt verwacht dat deze partij de leiding neemt.

I. Heeft [OG] [ON] vrijgelaten en vertrouwt op haar expertise?
PROBE: *Zou je het gedrag van [OG] als MDC omschrijven?*
PROBE: *Gaf [ON] aan de vrijheid aan t kunnen het proces te leiden?*

II. Heeft ON de houding van een overtuigend expert aangenomen?
PROBE: *Was [ON] proactief gedurende het proces?*
PROBE: *Gaf [ON] aanleiding voor OG om te gaan controleren?*

III. Is de houding van OG en ON veranderd sinds de uitvoering van [project]is begonnen?
PROBE: *Is [ON] meer relaxed omdat ze weet dat het contract getekend is?*
PROBE: *Heeft [OG] meer vertrouwen omdat het project is uitgewerkt en [ON] zich gecommitteerd heeft?*

IV. Hoe zou u de relatie tussen [OG] en [ON] beschrijven met betrekking tot:
- Win-win / lose-lose verhouding
- Vertrouwen / monitoren
- Wijzende vinger / helpende hand
- Samen nadenken & hoeveelheid feedback / eigen verantwoordelijkheden

PROBE: *Is de manier van communiceren veranderd?*
PROBE: *Heeft u andere verwachtingen nu [project]in de uitvoering zit?*
PROBE: *Werken ze samen?*

V. Is deze houding overeenkomstig met uw verwachtingen?
PROBE: *Wat is uw verklaring voor de houding van [OG[en [ON]?*

VI. Op welke manier draagt een goede samenwerking bij aan het projectresultaat van PROJECT?
PROBE: *Hoe zou de [OG] en [ON] zich moeten opstellen tijdens de uitvoeringsfase?*
PROBE: *Wat moet in de samenwerking bereikt worden om deze succesvol te noemen?*

CHECK: de relatie tussen OG en ON is te omschrijven als, hierbij voelen beide partijen zich wel/niet prettig en dit draagt zeker wel/niet bij aan het succes van [project]

J.2.4 Thank you and next steps

Dit waren de vragen, heel erg bedankt. Zijn er nog onderwerpen waar u op terug wilt komen of die meer toelichting kunnen gebruiken? Zoals gezegd zal ik dit gesprek verwerken in korte notities van de interpretatie van uw antwoorden. Deze kunt u dan rustig nalezen en controleren. Mocht ik onduidelijkheden tegenkomen of nieuwe vragen bij mij opkomen, zal ik u bellen. Voor nu in ieder geval bedankt voor uw samenwerking en we houden nog even contact over de vervolgstappen.

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