

	<p align="center"><b>REQUEST FOR PROPOSAL</b></p> <p align="center"><b>(The Treasury as Purchaser)</b></p>
	<p align="center"><b>Marketing, Design and Communications Services – Extension of Mixed Ownership Model</b></p>

<b>TREASURY DIRECTORY</b>	
<b>LOCATION</b>	The Treasury P O Box 3724 1 The Terrace – Level 5 Wellington 6140
<b>CONTACT</b>	<ul style="list-style-type: none"> <li>• All contact must be through <b><u>Angus.Barclay@treasury.govt.nz</u></b></li> <li>• No other member of The Treasury is to be directly contacted or approached regarding this RFP</li> </ul>
<b>CONTRACT AUTHORITY</b>	Deputy Secretary of the Treasury

<b>ACTION ITEMS / DEADLINES</b>	
<ul style="list-style-type: none"> <li>• Release of RFP:</li> <li>• Deadline for questions/queries (through Angus.Barclay@treasury.govt.nz): <b>noon</b> on</li> <li>• Answers to any questions posted to GETS:</li> <li>• Closing time for proposals to be received by The Treasury: <b>noon</b> on</li> <li>• Short-listed Respondents, if any, notified:</li> <li>• Presentations by short-listed Respondents, (if any):</li> <li>• Commencement of negotiations with preferred Respondent(s):</li> <li>• <b>Commencement of contract:</b></li> </ul>	<p align="right">15 December 2011</p> <p align="right">20 December 2011</p> <p align="right">22 December 2011</p> <p align="right">9 January 2012</p> <p align="right">12 January 2012</p> <p align="right">18 to 20 January 2012</p> <p align="right">27 January 2012</p> <p align="right"><b>2 February 2012</b></p>
<p><u>Note:</u> any of the above may be changed at the sole discretion of The Treasury</p>	

PROPOSAL SUBMISSION	
Address for proposals:	P O Box 3724 1 The Terrace – Level 5 Wellington 6140
Proposals are to be clearly labelled:	RFP ref: Commercial Transactions Group RFP name: Marketing, Design and Communications Services – Extension of Mixed Ownership Model
Validity period	Proposals must remain valid for a minimum of 6 months after the closing date
Proposal contents and packaging	<ul style="list-style-type: none"> <li>• Respondents are to submit <b>one signed original</b> plus four complete hard copies and 1 CD rom electronic copy of their proposal in a sealed package</li> <li>• Proposals should be presented in no less than 10 point font and be no more than 50 single sided pages. This excludes other supporting information which can be included as attachments, but which may not be evaluated at the sole discretion of the Treasury</li> <li>• Proposals are to be sequentially page numbered. All sections and subsections should be numbered</li> <li>• Proposals should be double sided</li> <li>• Supporting material (e.g. brochures, etc) is not required unless material to the response</li> </ul>
Lodging a proposal	<ul style="list-style-type: none"> <li>• Fax or email copies of proposals will not be accepted</li> </ul>

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# Terms and Conditions for this RFP

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**1. Rights Reserved by The Treasury:** In addition to any other condition or procedure described in this RFP, The Treasury reserves the unrestricted right at any time to:

- restrict the supply or access to any of its personnel, information or property;
- exclude any Respondent (which for the purpose of this RFP can mean (as the context dictates) any individual person or entity submitting a proposal, any consortium acting collectively through its individual members, or any individual member of a consortium) or other provider from this RFP process for any reason at any time;
- suspend or cancel this RFP process by notice and/or decide not to enter any contract with any person;
- amend this RFP or associated documents or any condition or procedure of this RFP process (including any proposed times or dates) and, where such change is made, the Treasury shall use reasonable endeavours to notify Respondents accordingly;
- seek clarification or further information in respect of any proposal;
- consider (or not consider), accept or reject any non-compliant proposal or not accept the lowest price proposal;
- consider any alternative response;
- liaise or negotiate with any Respondent or other person at any time without disclosing this to, or involving or doing the same with, any other Respondent or person, and upon any terms and conditions (whether before, during or after this RFP process);
- provide to, or withhold from, any Respondent or other person any information in relation to any question, answer or other information arising in relation to this RFP or any subsequent process without any responsibility or liability on the part of The Treasury;
- delete or change any requirement for any materials or services and/or create any number or types of contract in respect of The Treasury's requirements;
- deal separately with any of the divisible elements of any proposal, unless the relevant proposal specifically states that those elements must be taken collectively; and/or
- enter into contract negotiations or a contract with any a consortium Respondent as a whole, or any individual member of a consortium Respondent that has submitted a group proposal, to the exclusion of other members of that consortium.

**2. Errors and omissions:** The Treasury is under no obligation to check any proposal for errors. Acceptance of a proposal that contains errors will not invalidate any agreement formed based on that proposal.

If The Treasury discovers errors and/or omissions in the pricing submitted in the Respondent's proposal prior to entering an agreement, The Treasury may notify the Respondent as soon as practicable and may require the Respondent to either confirm or withdraw its proposal. Unless the Respondent confirms its proposal within one working day of having received notice, the proposal will be treated as if it had been withdrawn.

**3. Respondents to Inform Themselves:** Respondents will be considered to have:

- Examined the RFP and any documents referenced by the RFP and any other information made available by The Treasury;
- Considered all the risks, contingencies, the costs of preparation of their proposal including obtaining advice in relation to the Contract for Services and other circumstances having an effect on their decision to submit a proposal in response to the RFP on the terms of their proposal; and
- Satisfied themselves as to the correctness and sufficiency of their proposal including proposed prices offered and the sustainability of their pricing.

The Treasury does not warrant or guarantee the accuracy of any of the information contained in this RFP and under no circumstances shall The Treasury be liable to the Respondent,

whether in contract, tort or otherwise in respect of any direct or indirect or consequential losses arising out of the information contained in this RFP and the RFP process itself.

4. **Confidentiality:** All parties shall keep confidential the terms of this proposal and any information obtained in connection with this proposal. No information shall be divulged to a third party without prior written consent of the other party. The Respondent acknowledges that the Treasury's obligations under this clause are subject to the requirements imposed on the Treasury by the Official Information Act and/or the Privacy Act.  
  
The Treasury may, if it considers it appropriate to do so, require the Respondent to sign a confidentiality deed, before releasing any confidential or commercially sensitive information to the Respondent. The Respondent agrees to sign a confidentiality deed.
5. **Privacy:** Each Respondent authorises The Treasury to collect any information from the Respondent and relevant third parties (such as referees) about individuals referenced in a Respondent's proposal and to use that personal information for the purposes of this RFP process.
6. **Ownership of RFP and Proposal Documents:** The RFP documents are the property of The Treasury and may not be copied or reproduced in any way (other than for the purposes of preparing and submitting a proposal) without the prior written approval of The Treasury.  
  
The proposals submitted to The Treasury in response to the RFP will be retained by The Treasury.
7. **No Binding Legal Relationship:** Proposals are submitted on the basis that no binding legal relations with The Treasury (the Crown) are created unless, and until, a contract between the parties is executed.
8. **Information Correct:** The Treasury may rely on any statements made or information provided by or on behalf of the Respondent in respect of this RFP. Respondents must ensure statements made and all information provided to The Treasury are complete and accurate.
9. **Payment:** Standard commercial payment practices are intended to apply: for example payment will be made by the Treasury by 20th of the month following satisfactory delivery of service. A payment schedule and associated success criteria will be negotiated with the preferred Respondent(s).
10. **Sub-Contractors:** The Treasury would prefer to sign contracts and agreements with a single preferred Respondent or Respondents, with that preferred Respondent(s) entering into its own contractual arrangements with any sub-contractors.  
  
The Treasury expects that the successful Respondent(s) shall not, without the consent of The Treasury, assign or sub contract in whole or part any of their obligations under any agreement, once any agreement is made.
11. **The Treasury Contact Person:** With regard to this RFP process, The Treasury will not be bound by any statement, written or verbal, made by any person other than The Treasury Contact Person noted within this RFP document. The Treasury Contact Person (or any other person authorised by The Treasury Contact Person) is the only person authorised to make representations or explanations to Respondents in relation to this RFP.
12. **Communication:** No communication with any of the Respondents will be entered into except in the following circumstances:
  - Respondents seeking clarification from The Treasury of this RFP document (only before the prescribed closing date);
  - Respondents submitting written (or email) questions and The Treasury responding to all questions as allowed for in paragraph 3 of Schedule 2;

- The Treasury seeking written clarification of a Respondent's proposal.

All communications in relation to this proposal are to be in writing or by email through Angus.Barclay@treasury.govt.nz (except that the proposal itself must be sent by post). Respondents should not contact any other employee of The Treasury. Failure to adhere to these conditions may result in your proposal document not being accepted.

13. **Proposal Validity Period:** Every proposal will be a continuing offer and irrevocable until the expiry of six (6) months from the RFP close date, or until such later date as may be agreed.
14. **Language and Price:** Proposals must be in English and prices are to be quoted in New Zealand dollars inclusive of goods and services tax (GST) and all other taxes and duties.
15. **Proposal Clarification:** The Respondent may be asked to clarify its proposal or provide additional information during the proposal evaluation process. These requests will require prompt action and must be responded to in writing within two working days or the time specified in the request. Otherwise, The Treasury reserves the right not to consider the proposal.
16. **Late Proposals:** In general, The Treasury's policy is not to evaluate late proposals. However, The Treasury does retain the right to accept and evaluate late proposals at its sole discretion.
17. **No Canvassing:** If the Respondent directly or indirectly canvasses any officer, employee or advisor of The Treasury other than The Treasury Contact Person, concerning any aspect of this RFP process, the Respondent's proposal may at The Treasury's discretion be disqualified.
18. **Respondent Meets Proposal Costs:** The Respondent must meet any costs incurred associated with the preparation of its response to this RFP and any presentation.
19. **Advertising:** No advertisement relating to the acceptance of any proposal shall be published in any newspaper, magazine, journal or other advertising medium without prior consent of The Treasury.
20. **Liability Limitation:** The Treasury does not warrant or guarantee the accuracy of any of the information contained in this RFP and under no circumstances shall The Treasury be liable to the Respondent, whether in contract, tort or otherwise in respect of any direct or indirect or consequential loss arising out of the information contained in this RFP and the RFP process itself.
21. **Due Diligence:** The Treasury is authorised to conduct and undertake the necessary steps to assess the proposal, the accuracy of information provided, the functionality of the product proposed and the Respondent's financial stability, operational capability and technical capability by making inquiries or investigations of any organisation or person The Treasury reasonably considers appropriate or desirable, but is under no obligation to do so. Each party will be responsible for its own costs incurred during such inquiries or investigations.
22. **Acceptance:** The Treasury is not bound to accept the lowest priced proposal and will be awarding the contract to its best advantage.  
The Treasury may, at its discretion, accept non-conforming or alternative proposals.  
No proposal is to be considered accepted until the relevant preferred Respondent(s) and The Treasury enter into formal contracts and agreements in writing governing the supply of the relevant products and/or services.
23. **Interpretation:** If the Respondent is in any doubt as to the meaning of any portion of the RFP, it must set out in its response the interpretation used by it when submitting the response to

this RFP, or seek an interpretation beforehand from The Treasury. Any assumption made in the preparation of a proposal or in the provision of any additional information to The Treasury must be documented.

- 24. New Zealand Law:** The laws of New Zealand shall govern the RFP and this RFP process and each Respondent agrees to submit to the non-exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning this RFP or the RFP process.

- 25. Acceptance of Terms and Conditions:** Respondents are required to indicate that they have read and accepted the stated RFP Terms and Conditions (i.e. 1 to 24 above) in the following statement:

We at [Respondent name] have read and accept the terms and conditions as set out in the Request for Proposal: Marketing, Design and Communications Services – Extension of Mixed Ownership Model.

# Schedule 1: Treasury's Requirements

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## PART A: BACKGROUND

### 1. Overview of the Mixed Ownership Model Programme ("MOM Programme")

The Treasury is the Government's lead advisor on economic and financial policy, with an overall vision of helping the Government achieve higher living standards for New Zealanders.

On 26 January 2011, the Prime Minister announced that the Government is considering areas where it can prioritise and reallocate its capital to reduce the rate of debt accumulation. The greatest scope to change the mix of assets lies with the Government's portfolio of commercial assets, and in particular by extending the "mixed ownership model" under which Air New Zealand currently operates. The Ministers of Finance and State Owned Enterprises wrote to the Secretary of The Treasury on 27 January 2011 requesting advice on the merits and viability of:

- extending the mixed ownership model to Genesis Power Limited, Meridian Energy Limited, Mighty River Power Limited and Solid Energy New Zealand Limited with the Crown retaining a majority stake in these companies; and
- reducing the Crown's shareholding in Air New Zealand Limited, again while maintaining a majority stake.

This advice has now been provided and the Government has agreed to extend the mixed ownership model to Genesis Power Limited, Meridian Energy Limited, Mighty River Power Limited, and Solid Energy New Zealand Limited, and to further reduce the Crown's shareholding in Air New Zealand Limited (together referred to as "the extension of the Mixed Ownership Model", individually referred to as the "Offer"), over a 3-5 year programme beginning in 2012. The exact timing and composition of the programme will depend on market conditions and other relevant factors.

The following ten objectives have been agreed for the programme ("the Crown Objectives") and were subsequently released to the public as part of the Budget 2011 Information Release. The objectives are:

	Category	Objective
1	<b>Fiscal (static)</b>	Optimise the value for the Crown and freeing up capital
2	<b>Fiscal (dynamic)</b>	Allow the companies to obtain growth capital without depending entirely on the government
3	<b>Capital market development</b>	Broaden the pool of investments available to New Zealand savers, and increase the depth of New Zealand capital markets
4	<b>New Zealand participation</b>	Place New Zealand investors at the front of the queue and achieve widespread and substantial New Zealand share ownership
5	<b>Commercial disciplines</b>	Ensure these large and important companies reap the benefits of sharper commercial disciplines, more transparency, and greater external oversight to allow them to make the strongest possible contribution to New Zealand's economic growth
6	<b>Majority Crown ownership</b>	Ensure the government has a controlling stake



<b>7</b>	<b>Good investment opportunities</b>	Ensure the companies involved present good opportunities for investors
<b>8</b>	<b>Protect consumers</b>	Ensure that industry specific regulations adequately protect New Zealand consumers
<b>9</b>	<b>Low execution risk</b>	Successful implementation is achieved (such as good demand for shares, and the shares perform well after listing)
<b>10</b>	<b>Timing</b>	The programme will be well advanced by 2014, to allow capital to be released over the next few years to finance other capital priorities

A Commercial Transactions Group within The Treasury has been established to provide advice to the Government on the extension of the Mixed Ownership Model and other major commercial transactions.

A probity advisor has been appointed by The Treasury to advise on, and review, the RFP process and verify that the procedures set out in the RFP are complied with and that probity principles are adhered to. Any Respondent concerned about any procedural issue has the right to contact the probity advisor and raise any concerns. The name and contact details of the probity advisor are as follows:

Peter Castle  
Commercial Barrister  
Level 8 Wakefield House  
90 The Terrace  
(PO Box 8045)  
Wellington 6143  
New Zealand  
DDI: +64 4 914 1057  
Email: p.castle@barristerscomm.com

More information on The Treasury can be found at [www.treasury.govt.nz](http://www.treasury.govt.nz).

## 1.1 IPO phases

Each of the Mighty River Power Limited, Meridian Energy Limited, Genesis Power Limited, and Solid Energy New Zealand Limited “Offers” are expected to be conducted via a fully marketed IPO, with two distinct phases of broad investor interaction.

It is contemplated that the first phase will provide all New Zealand citizens with an opportunity to pre-register their interest to receive an offer document, when it becomes available. This phase is typically open to the public for a three to four week period and supported by an advertising campaign outlining the channels available to pre-register and the closing date of the pre-registration phase.

The second phase, the offer phase, will follow the lodgement of the offer document. It is at this time that potential investors will be able to review the offer document and make a decision about whether to invest. This phase is typically open for three to four weeks. National advertising throughout this period will seek to increase awareness of the offer and its closing date but also inform potential investors (within applicable legal restrictions) of the merits of the offer and an investment in the respective Company. If a potential investor chooses to apply for shares it is expected that they will be able to apply for and pay for the purchase of shares by returning paper application forms available with the offer document or downloaded from the offer website (returned with cheque payment), or via a specific offer website that will facilitate application and payment.

## 1.2 Indicative Timetable

Following appointment, the Supplier will be expected to work with The Treasury, Joint Lead Managers, Crown advisers, and other service providers to help create a project timetable.

## 1.3 Invitation to submit a proposal

The Treasury is seeking to engage one or a number of service providers to provide any or all of the following services:

- marketing services (detailed in 1.1 of Part B)
- design services (detailed in 1.2 of Part B)
- communications services (detailed in 1.3 of Part B)

All Respondents must confirm their ability to perform the services and undertakings detailed in paragraphs 1.4 and 1.5 and 2 to 7 of Part B of this Schedule 1.

Respondents with relevant experience and expertise in providing any or all of the services detailed in paragraphs 1.1 to 1.3 of Part B of this Schedule 1 are invited to submit a proposal to be appointed to provide some or all of the respective services. Respondents must clearly specify which of the three groups of services detailed in paragraphs 1.1 to 1.3 of Part B of this Schedule 1 they are submitting a proposal in relation to. Respondents are **not** required to submit a proposal for all of the groups of services detailed in paragraphs 1.1 to 1.3 of Part B of this Schedule 1 and their proposal will not be prejudiced by an inability to provide all of the services detailed in paragraphs 1.1 to 1.3 of Part B of this Schedule 1.

## 1.4 Group tenders and subcontracting

If the Respondent considers that it does not have the ability on its own to provide all of the required services set out in Schedule 1 Part B but wishes to offer The Treasury a consortium solution which can provide all of the services, it may wish to submit a joint proposal with another party or parties or include identified subcontractors in its proposal.

Respondents should describe the basis of the arrangement between the consortium members or subcontractor(s) and ensure the proposal describes the extent to which each consortium member or subcontractor would contribute to, and take responsibility for, various tasks and provide a copy of any agreement evidencing the arrangement in the proposal. Consortium members (collectively a Respondent) or a Respondent proposing to use subcontractors together will be assessed against the evaluation criteria in Schedule 1 Part C.

Respondents should detail roles that will be subcontracted in the delivery of services and, where possible, identify actual organisations or individuals that will or may be used as subcontractors.

Any consortium proposal will be considered, however, The Treasury reserves the right to separately appoint individual consortium members from within a consortium to provide specific services and not appoint the other consortium members forming part of that consortium in respect of the other services.

Respondents submitting joint proposals should be willing (if required) to jointly sign the Contract for Services with other members of the consortium and The Treasury. This Contract for Services would be signed on the basis that consortium members are jointly and severally liable for the obligations in that Contract for Services. In the event that consortium members submitting a group proposal may wish to enter separate arrangements between themselves, The Treasury will not be a party to such arrangements.

## **1.5 Contract Term**

The Treasury is conducting this RFP process on the basis that the preferred Respondent(s) should be available to provide the services set out in Part B of this Schedule for the full term of the MOM Programme (3-5 years beginning in 2012) and should be available to provide the services to which their proposal relates for each Offer.

However, a Government decision to proceed with individual IPOs will be made on a case-by-case basis.

The Treasury reserves the right to re-tender for any or all of the services for any subsequent Offer if it so chooses. This will be reflected in the final Contract for Services to be entered into with any preferred Respondent(s).

## **PART B: MARKETING, DESIGN AND COMMUNICATIONS SERVICE REQUIREMENTS**

Respondents must confirm their willingness and ability to provide the following services:

### **1.1 Marketing Services**

The Supplier will plan and deliver marketing and advertising programmes for the extension of the Mixed Ownership Model, particularly:

- plan an overall approach for marketing the programme;
- plan advertising placement across print, online, broadcast, and ambient media for a series of IPOs;
- book cost-effective advertising space to fit the requirements of the marketing programme;
- plan the approach for marketing each of the IPOs or transactions that make up the programme;
- produce advertising material for use in print, online, broadcast, and ambient media; and information pamphlets, brochures and other printed products (but not IPO offer documentation);
- produce marketing information pamphlets, brochures and other printed products (but not IPO offer documentation);
- produce marketing copy in both English and te reo Maori for use in print, online, broadcast, and ambient media;
- adhere to Government standards and requirements for accessibility in all in print, online, broadcast, and ambient media;
- liaise closely with marketing and communications staff working for each of the companies offering shares in the IPOs.

### **1.2 Design Services**

The Supplier will provide design leadership and thinking, overall design themes and graphic design services for the programme to extend the Mixed Ownership Model, particularly:

- advice on how to integrate design with the programme to extend the Mixed Ownership Model;
- an overall design theme to be used for the programme to extend the Mixed Ownership Model;
- design services for online, broadcast, print and ambient media;
- graphic design for information pamphlets, brochures and other printed products used for investor education, programme information, and to market each IPO;
- services that adhere to Government standards and requirements for accessibility in all in online, broadcast, print and ambient media;
- liaise closely with marketing and communications staff working for the programme to extend the Mixed Ownership Model and for each of the companies offering shares in the IPOs.

### **1.3 Communications Services**

The Supplier will plan and deliver strategic communications advice, and communications planning and implementation for the programme to extend the Mixed Ownership Model, particularly:

- plan an overall public relations approach for the programme to extend the Mixed Ownership Model;

- implement a public relations campaign for the programme to extend the Mixed Ownership Model, including provision of information to print, broadcast and online news media;
- planning a public relations approach for each of the IPOs or transactions that make up the programme;
- implement public relations campaigns for each of a series of IPOs, including provision of information to print, broadcast and online news media;
- assess potentially challenging issues and communications risks, and advise on appropriate responses;
- prepare and execute plans for managing communications crises that may occur during the programme to extend the Mixed Ownership Model;
- keep the Communications Director informed about relevant marketing and communications activity, risks and issues.

#### **1.4 Other Services**

The Supplier will perform other services as requested by The Treasury which are usually performed as part of, or which are reasonably connected or ancillary to, the role of a marketing, design and communications provider in respect to a fully marketed offer of listed securities.

#### **1.5 Working closely with other parties**

In performing the services, the Supplier will work closely with all relevant Crown agencies involved in the programme to extend the Mixed Ownership Model, The Treasury the Joint Lead Managers, legal advisors and other service providers supporting implementation of the programme to extend the Mixed Ownership Model in accordance with and in order to promote the Crown Objectives.

The Respondent must demonstrate and confirm its ability to work closely with multiple other parties in performing the services.

#### **1.6 Relevant experience**

Respondents should demonstrate experience in undertaking projects of a comparable nature and scale.

### **2. Security**

The Supplier will have access to confidential and sensitive information that must be protected. Therefore a high level of security is required at all times during all aspects of delivering the services.

The Respondent must demonstrate and confirm its ability to:

- 2.1 Comply with The Treasury's security requirements;
- 2.2 Provide for the secure disposal of surplus sensitive material and waste.

### **3. Cost**

3.1 The Respondent should provide:

- information about the basis on which they propose to charge for services provided (e.g. hourly rate, per milestone, retainer, progress payments for specific deliverables etc);
- if applicable, hourly rates for staff who will be assigned to provide the services;
- information about how disbursements and expenses are charged and margins (if any) applied to disbursements and expenses;
- whether a cap on costs is available to The Treasury and the likely scale of any cap;

- 3.2 Respondents must provide a fee proposal in relation to all of the services (1.1 to 1.3 of Part B) for which they are submitting a proposal. If a Respondent is providing a fee proposal relating to more than one of the services (1.1 to 1.3 of Part B) as a package, the Respondent must also separately detail their fee proposal in respect of each of the separate services on a stand-alone basis.

For example, where the Respondent is submitting a proposal to provide services in paragraphs 1.1, 1.2 and 1.3 of Part B, the Respondent should provide a fee proposal for providing all of the three services as a package which demonstrates how the fees can be structured in a way that benefits The Treasury to the maximum extent. In addition, the Respondent should also separately provide a fee proposal for each of the services in paragraphs 1.1, 1.2 and 1.3 of Part B on a stand-alone basis.

- 3.3 The Treasury reserves the right to deal separately with, and the Respondent must confirm that it agrees that The Treasury may deal separately with:
- any of the divisible elements of the Respondent's proposal, including dealing with the separate services forming part of the Respondent's proposal; and
  - any individual member of a the Respondent's consortium (if applicable) in relation to the services that individual member would be providing.
- 3.4 All prices and costs described in the proposal shall remain firm for six (6) months from the closing date of this RFP.

#### **4. Draft Contract for Services**

The Treasury has provided a draft Contract for Services attached as Schedule 4 to this RFP. The draft Contract for Services is made up of a base agreement and appropriate schedules. Respondents are required to respond to the draft Contract for Services as specified below.

- 4.1 Respondents must, if requested, confirm that they will have the necessary and appropriately authorised personnel available in Wellington, New Zealand, on business days throughout the contract negotiations;
- 4.2 Respondents must confirm whether they accept the terms and conditions of the draft Contract for Services including the Standard Terms and Conditions (Schedule 2 (as modified by Schedule 1) SERVICES | Public Service | Government Model Contract | First Edition July 2010 available at: [www.procurement.govt.nz](http://www.procurement.govt.nz));
- 4.3 If the Respondent thinks it will be unable to accept any of the terms and conditions of the draft Contract for Services, it must state the reasons it is unable to do so and provide alternative wording, by way of marked up changes. General objections, statements of position or attempts to defer a response (such as "This will need further discussion") are not acceptable;
- 4.4 The extent of any changes and/or non-acceptance of terms and conditions in the draft Contract for Services by a Respondent will be a factor taken into account when evaluating proposals; and
- 4.5 The schedules to the draft Contract for Services are currently presented in "skeleton" or "place holder" form. The Treasury expects that these schedules will be fleshed out with information provided in the successful Respondent's proposal, by The Treasury and during contract negotiations.
- 4.6 Respondents must populate the draft Contract for Services attached as Schedule 4 with their proposed schedule of services as part of their proposal.

## **5. Conflict of Interest**

- 5.1 The Respondent must provide details of any work it is currently undertaking, and has undertaken in the past 2 years, for any of the companies that are the subject of the proposed extension of the Mixed Ownership Model.

Each Respondent must also:

- 5.2 confirm that it would have no real, potential or perceived conflict of interest if it were to perform the services set out in this RFP; or
- 5.3 if it would have a conflict of interest or potential conflict of interest if it was to perform the Services set out in this RFP, indicate the nature of that conflict, whether that conflict is manageable and if so, how it might be managed.

## **6. Personnel**

- 6.1 The Respondent must identify the key personnel that will provide the Services, including their relevant experience, and what their role in the provision of the Services will be. The Respondent must also be able to provide a commitment:
- that sufficient personnel will be made available to ensure delivery of the Services, advice and documentation within agreed timeframes;
  - that key personnel will only be changed with the prior consent of The Treasury; and
  - to provide work in progress reporting as required by The Treasury.

## **7. Term**

The Respondent must:

- 7.1 agree to provide the Services through to 30 November 2014 or the earlier completion of the MOM transactions provided that the term for the provision of those Services may be extended by The Treasury, at its discretion, until the completion of the MOM transactions if they have not been completed by 30 November 2014;
- 7.2 acknowledge that The Treasury may terminate the appointment at any time and for any reason by giving 20 working days' prior written notice to the other party;
- 7.3 agree to sign a confidentiality deed, if required by The Treasury, in relation to any confidential and sensitive information provided by The Treasury on an extension to the Mixed Ownership Model.

## **PART C: EVALUATION CRITERIA & CONTRACT NEGOTIATION**

### **1. Evaluation Criteria**

Whilst price is one consideration, other criteria will also influence The Treasury's decisions in evaluating the proposals. In evaluating proposals, The Treasury will consider and evaluate to its satisfaction, the following criteria:

<b>Criteria</b>	<b>Description</b>
Quality of response	An assessment of the completeness, quality and robustness of the response provided by the respondent and the response to any subsequent requests by the Treasury for additional information (including any information provided in a Respondent presentation or obtained by The Treasury through a site visit (if required)).
Service requirements	Without restricting any other criteria set out in this table, an assessment of the respondent's capability to meet the requirements set out in Part B of this Schedule 1.
Working closely with other parties	The extent to which the Respondent has satisfied The Treasury of its ability to work closely with other relevant parties.
Relevant experience	The extent to which the Respondent has demonstrated that it has experience in undertaking projects of a comparable nature and scale.
Pricing requirements	<p>An assessment of the Respondent's pricing and the extent to which The Treasury is satisfied with this, including an assessment of the Respondent's pricing for:</p> <ul style="list-style-type: none"><li>• each of the separate services on a stand-alone basis; and</li><li>• the services as a package, including how the Respondent has demonstrated how the fees can be structured in a way that benefits The Treasury to the maximum extent (applicable for a proposal relating to the provision of multiple services in paragraphs 1.1, 1.2 and 1.3 of Part B ).</li></ul>
Security	The extent to which the Treasury is satisfied that the respondent will meet all security requirements.
Conflict of interest	The nature and extent of any conflicts of interest, and how these might be managed.
Draft Contract for Services and schedules	The extent to which the respondent is willing to accept the draft Contract for Services and schedules.

The above criteria are not in any particular order, and will not necessarily be accorded equal weight.

The Treasury is not obliged to inform respondents of progress during the proposed evaluation process.

### **2. Notification**

The preferred Respondent(s) will be notified in writing that they have been accepted as a preferred Respondent.



Unsuccessful respondents will also be notified in writing as soon as practicable after they have been excluded from consideration. Respondents who have not been shortlisted (and therefore not invited to make a presentation/demonstration, if required) will be notified, expected to be on or around **12 January 2012**. The Treasury reserves the right to short-list one, more than one, or no Respondents.

Once the RFP process is complete, unsuccessful respondents will be entitled to request information on:

- the relative advantages of the proposal that was accepted; and
- why their proposal was rejected.

Once the RFP process is complete and contracts have been entered into with any Respondent(s), The Treasury will publish on GETS a notice containing the following information:

- the name and address of the successful Respondent(s);
- a description of the services to be supplied;
- the term of the contract; and
- the value of the contract award.

### **3. Proposal Negotiations**

The Treasury reserves the right to negotiate without restriction after the close of proposals on any matter contained in a Respondent's proposal.

In the event that, in the opinion of The Treasury and at The Treasury's sole discretion, none of the proposals submitted are acceptable, The Treasury reserves the right to enter into further negotiations with one or more of the Respondents or any other party. The Treasury will exercise this right only after notification that Respondents' proposals have been unsuccessful.

The proposal may be re-negotiated with selected Respondents without the need to:

- re-tender; or
- submit an altered RFP to all responders.

### **4. Contract Negotiations**

When all the proposals have been evaluated (re-negotiations of proposals notwithstanding) and a preferred Respondent(s) has been selected, that preferred Respondent(s) and The Treasury will negotiate in good faith with a view to entering into formal agreements based on this RFP and the preferred Respondent(s) proposal.

The Treasury may determine, after evaluation of the proposals that it wishes to enter into contract negotiations with one or more Respondents to provide only some of the services to which their proposal relates. In addition, if a consortium of individual members has submitted a group proposal, The Treasury may wish to enter into contract negotiations with only one member of that consortium, to the exclusion of other consortium members.

## Schedule 2: Proposal Requirements

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### 1. Format of Response

Proposals must be delivered in hard copy form in the manner and by the time indicated on page 2 of this RFP. The Treasury may (but is not obliged to):

- decline to consider a proposal that does not follow the format prescribed or does not contain the information required
- require any proposal to be modified so as to follow the prescribed form and contain the information required.

Respondents are to submit one signed original plus four complete hard copies and 1 CD rom electronic copy of their proposal in a sealed package.

Proposals should be presented in no less than 10 point font and be no more than 50 single sided pages. This excludes other supporting information which can be included as attachments, but which may not be evaluated at the sole discretion of the Treasury.

Proposals are to be sequentially page numbered. All sections and subsections should be numbered.

Proposals should be double sided.

Supporting material (e.g. brochures, etc) is not required unless material to the response.

All Respondents must acknowledge in their proposal that they agree to the terms and conditions set out in this RFP in the manner indicated in those terms and conditions. The Treasury reserves the right to reject proposals that fail to give such an acknowledgement.

### 2. Response Documents

Please ensure that your response includes:

- a signed cover letter that includes:
  - a statement that the respondent has read the stated terms and conditions in the RFP in accordance with term 25 in those terms and conditions;
  - contact information for the person who has the authority to represent the Respondent company in ongoing discussions and any resulting agreements
  - contact information of two references for whom you have provided similar services
  - the following statement, as required by clause 25 of the Terms and Conditions of this RFP:  
"We at [Respondent name] have read and accept the terms and conditions as set out in the Request for Proposal: Marketing, Design and Communications Services – Extension of Mixed Ownership Model."
- the response templates set out in Schedule 3 to this RFP
- Respondent company profile information, including expertise and relevant personnel.

### 3. Questions about the RFP

Respondents may email written questions about this RFP to: [Angus.Barclay@treasury.govt.nz](mailto:Angus.Barclay@treasury.govt.nz). The final deadline for questions is **noon 20 December 2011**. The Treasury will use reasonable endeavours to answer all questions and post such answers on GETS by **22 December 2011**. The Treasury reserves the right to not answer any question.

#### **4. Proposal Contents**

The Respondent must ensure that all information submitted as part of the proposal is of sufficient detail to substantiate its ability to meet or exceed the requirements of this RFP.

#### **5. Withdrawal**

If, after sending in the proposal, a Respondent decides to withdraw from the selection process, an authorised person from your company should notify [Angus.Barclay@treasury.govt.nz](mailto:Angus.Barclay@treasury.govt.nz)

#### **6. Delivery of Proposals**

All proposals must be received in the prescribed manner by **noon 9 January 2012**.

#### **7. Respondent presentations**

The Treasury may if it considers it to be necessary, request that short-listed Respondents make a presentation to The Treasury on their proposal. During the course of the RFP process, The Treasury will advise the Respondent if a presentation will be required.

## Schedule 3: Proposal Form

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### GUIDE TO CONTENT OF PROPOSAL SUBMISSIONS

#### Responses to requirements

Respondents must:

- Complete the Respondent Details substantially in the form as set out in Section A of this Schedule 3;
- Complete the Proposal Response Template substantially in the form as set out Section B of this Schedule 3 and where applicable replicating the numbering used to identify each requirement;
- Address each requirement stated in Part B of Schedule 1 of the RFP, including all subcomponents of each requirement. Provide a response in the 'Detailed Response' column, to every item;
- Explicitly identify any respect in which implementing the Respondent's proposal would result in less than full compliance with a requirement or sub-component thereof;
- Provide evidence that the Respondent would be able to deliver the particular services set out in this RFP and that these will be effective in meeting the requirements; and
- Respond to the draft Contract for Services in the manner stipulated in paragraph 4 of Part B of Schedule 1 to the RFP.

Proposals must be based precisely on the requirements stated in this RFP.

The Treasury reserves the right to reject any proposal that does not, in its opinion, comply with these requirements.

SECTION A: RESPONDENT DETAILS	
1. RESPONDENT'S FULL LEGAL NAME	
2. RESPONDENT'S TRADING NAME (if any)	
3. RESPONDENT'S CONTACT PERSON	<div> <div>Name:</div> <div>Phone:</div> <div>Position:</div> <div>Fax:</div> <div>Address:</div> <div>Email:</div> <div>Mobile:</div> </div>
4. RESPONDENT'S GST REGISTRATION NO.	

5. PROFILE OF RESPONDENT (attach information if not enough room)	
(a) Details of owners/ controllers	Names: Country of residence:  Outline a brief history of the Respondent's current company structure, relevant historic information and overall goals and aspirations of the company moving forward. (Informational)
(b) Legal status	Limited liability company <b>YES/NO</b> Other? <div>(specify)</div>
(c) Legal actions	Provide details of any potential or pending legal actions against the Respondent for any reason. (Informational)
(d) Management systems	Provide details of any independently certified quality management systems in place, including the date of the last independent audit. (Informational)
(e) Experience in area	Major customers and referees: (The Treasury may contact these people)  Provide information on work that has been undertaken for similar services. At least two referees are required. You must provide the following information  <b>Name, business and location of the organisation</b> <b>Name and contact phone number of a referee at the organisation</b> <b>The period of time the work was undertaken</b> <b>Key factors in selecting this referee for this RFP</b>
(f) <b>Financial/legal information</b> The Respondent will arrange for and grant to The Treasury permission to contact each person listed to the right for the purposes of conducting due diligence.	<div> <div>1. Bank:</div> <div>Contact person:</div> <div>Phone:</div> <div>2. Accountant:</div> <div>Contact person:</div> <div>Phone:</div> <div>3. Lawyer:</div> <div>Contact person:</div> <div>Phone:</div> </div>
(g) Insurance	Types of cover held and \$ cover: Insurers name(s): Expiry date(s) of cover: Premiums paid to: (Insert date)

<b>6. WILL ANY SUBCONTRACTORS BE INVOLVED?</b>	
<b>YES/NO</b> If yes, specify for each subcontractor: Who?: Value involved?: Extent of tasks involved?:  (Attach information separately if there is not enough room here)	
<b>7. WHAT DOES YOUR PROPOSAL COVER?</b>	The Treasury's entire requirement? YES/NO If no, specify:

<b>8. PRICE QUOTED TO SUPPLY DELIVERABLES TO SATISFY THE TREASURY REQUIREMENTS</b>
Price is "GST inclusive"? YES/NO Price is fixed and firm until: (Date)

<b>9. WARRANTIES (if applicable)</b>

<b>10. IS ANY LICENCE/PERMIT OR OTHER AUTHORISATION REQUIRED?</b>
<b>YES/NO</b> If yes, specify:

<b>11. COMPLIANCE STATEMENT</b>
Deliverables comply with The Treasury's requirements (as attached or advised)? <b>YES/NO</b> If no, explain type and extent of non-compliance for each deliverable concerned below or on a separate page.

<b>12. Draft Contract for Services</b>
Following The Treasury evaluation outcome ratification and post-RFP debriefings, discussions may be conducted to verify the preferred Respondent(s) proposal and its capability to provide the services. Subject to these discussions, the draft Contract for Services may be negotiated with the preferred Respondent(s). A draft Contract for Services is attached and changes (if any) are marked up in accordance with the requirements of this RFP. Should a satisfactory final agreement be unable to be reached, The Treasury reserves the right, at its sole discretion, to progressively enter such discussions and negotiations with the next ranked Respondent until achievement of an acceptable contract.
Noted and accepted <b>YES/NO</b>
Would the Respondent require consideration of any special contractual provisions? <b>YES/NO</b> If yes, specify below or attach

Other than as provided above, Respondent confirms it accepts the terms and conditions of the draft Contract for Services attached as Schedule 4

Confirmed:

**YES/NO**

The Respondent **TENDERS AND OFFERS** to Her Majesty the Queen in right of New Zealand, acting by and through the Secretary of the Treasury ("**The Treasury**") to supply the deliverables on the basis of this proposal which, if accepted in writing by The Treasury, will form part of the contract between the Respondent (as the "Supplier") and The Treasury.

<b>The information provided in this proposal, including Section B of Schedule 3 is true and accurate at the time of submission of this proposal and will remain valid for at least 6 months from submission of this Proposal.</b>	<b>SIGNED FOR THE RESPONDENT</b>	
	<hr/> (Signature)	
	Full name:  Title:  Location:	
	<b>DATED</b>	





## SECTION B: *PROPOSAL RESPONSE TEMPLATE*

**RESPONDENT NAME:**

### PART A: SERVICES AND SERVICE DELIVERY

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
<b>1.1</b>	<b>Marketing Services</b>	
	<p>Respondents must confirm their willingness and ability to plan and deliver marketing and advertising programmes for the extension of the Mixed Ownership Model, particularly:</p> <ul style="list-style-type: none"> <li>• plan an overall approach for marketing the programme;</li> <li>• plan advertising placement across print, online, broadcast, and ambient media for a series of IPOs;</li> <li>• book cost-effective advertising space to fit the requirements of the marketing programme;</li> <li>• plan the approach for marketing each of the IPOs or transactions that make up the programme;</li> <li>• produce advertising material for use in print, online, broadcast, and ambient media; and information pamphlets, brochures and other printed products (but not IPO offer documentation);</li> <li>• produce marketing information pamphlets, brochures and other printed products (but not IPO offer documentation);</li> <li>• produce marketing copy in both English and te reo Maori for use in print, online, broadcast, and ambient media;</li> <li>• adhere to Government standards and requirements for accessibility in all in print, online, broadcast, and ambient</li> </ul>	

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
	<p>media;</p> <ul style="list-style-type: none"> <li>• liaise closely with marketing and communications staff working for each of the companies offering shares in the IPOs;</li> </ul>	
<b>1.2</b>	<b>Design Services</b>	
	<p>Respondents must confirm their willingness and ability to provide design leadership and thinking, overall design themes and graphic design services for the programme to extend the Mixed Ownership Model, particularly:</p> <ul style="list-style-type: none"> <li>• advice on how to integrate design with the programme to extend the Mixed Ownership Model;</li> <li>• an overall design theme to be used for the programme to extend the Mixed Ownership Model;</li> <li>• design services for online, broadcast, print and ambient media;</li> <li>• graphic design for information pamphlets, brochures and other printed products used for investor education, programme information, and to market each IPO;</li> <li>• services that adhere to Government standards and requirements for accessibility in all in online, broadcast, print and ambient media;</li> <li>• liaise closely with marketing and communications staff working for the programme to extend the Mixed Ownership Model and for each of the companies offering shares in the IPOs.</li> </ul>	
<b>1.3</b>	<b>Communications Services</b>	
	<p>Respondents must confirm their willingness and ability to plan and deliver strategic communications advice, and communications</p>	

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
	<p>planning and implementation for the programme to extend the Mixed Ownership Model, particularly:</p> <ul style="list-style-type: none"> <li>• plan an overall public relations approach for the programme to extend the Mixed Ownership Model;</li> <li>• implement a public relations campaign for the programme to extend the Mixed Ownership Model, including provision of information to print, broadcast and online news media;</li> <li>• planning a public relations approach for each of the IPOs or transactions that make up the programme;</li> <li>• implement public relations campaigns for each of a series of IPOs, including provision of information to print, broadcast and online news media;</li> <li>• assess potentially challenging issues and communications risks, and advise on appropriate responses;</li> <li>• prepare and execute plans for managing communications crises that may occur during the programme to extend the Mixed Ownership Model;</li> <li>• keep the Communications Director informed about relevant marketing and communications activity, risks and issues.</li> </ul>	
<b>1.4</b>	<b>Other Services</b>	
	Respondents must confirm their willingness and ability to perform other services as requested by The Treasury which are usually performed as part of, or which are reasonably connected or ancillary to, the role of a marketing, design and communications provider in respect to a fully marketed offer of listed securities.	
<b>1.5</b>	<b>Working closely with other parties</b>	
	The Respondent must demonstrate and confirm its ability to work closely with multiple other parties in performing the services.	

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
<b>1.6</b>	<b>Relevant Experience</b>	
	Respondents should demonstrate experience in undertaking projects of a comparable nature and scale.	
<b>2.</b>	<b>Security</b>	
2.1	The Respondent must demonstrate and confirm its ability to comply with The Treasury's security requirements.	
2.1	The Respondent must demonstrate and confirm its ability to provide for the secure disposal of surplus sensitive material and waste.	
<b>3.</b>	<b>Cost</b>	
3.1	<p>The Respondent should provide:</p> <ul style="list-style-type: none"> <li>• information about the basis on which they propose to charge for services provided (e.g. hourly rate, per milestone, retainer, progress payments for specific deliverables etc);</li> <li>• if applicable, hourly rates for staff who will be assigned to provide the services;</li> <li>• information about how disbursements and expenses are charged and margins (if any) applied to disbursements and expenses;</li> <li>• whether a cap on costs is available to The Treasury and the likely scale of any cap.</li> </ul>	
3.2	<p>Respondents must provide a fee proposal in relation to all of the services (1.1 to 1.3 of Part B) for which they are submitting a proposal. If a Respondent is providing a fee proposal relating to more than one of the services (1.1 to 1.3 of Part B) as a package, the Respondent must also separately detail their fee proposal in respect of each of the separate services on a stand-alone basis.</p> <p>For example, where the Respondent is submitting a proposal to provide services in paragraphs 1.1, 1.2 and 1.3 of Part B, the</p>	

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
	Respondent should provide a fee proposal for providing all of the three services as a package which demonstrates how the fees can be structured in a way that benefits The Treasury to the maximum extent. In addition, the Respondent should also separately provide a fee proposal for each of the services in paragraphs 1.1, 1.2 and 1.3 of Part B on a stand-alone basis.	
3.3	<p>The Treasury reserves the right to deal separately with, and the Respondent must confirm that it agrees that The Treasury may deal separately with:</p> <ul style="list-style-type: none"> <li>• any of the divisible elements of the Respondent's proposal, including dealing with the separate services forming part of the Respondent's proposal; and</li> <li>• any individual member of a the Respondent's consortium (if applicable) in relation to the services that individual member would be providing.</li> </ul>	
3.4	All prices and costs described in the proposal shall remain firm for six (6) months from the closing date of this RFP.	
<b>4.</b>	<b>Draft Contract for Services</b>	
4.1	Respondents must, if requested, confirm that they will have the necessary and appropriately authorised personnel available in Wellington, New Zealand, on business days throughout the contract negotiations.	
4.2	Respondents must confirm whether they accept the terms and conditions of the draft Contract for Services including the Standard Terms and Conditions (Schedule 2 (as modified by Schedule 1) SERVICES   Public Service   Government Model Contract   First Edition July 2010 available at: <a href="http://www.procurement.govt.nz">www.procurement.govt.nz</a> ).	
4.3	If the Respondent thinks it will be unable to accept any of the	

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
	terms and conditions of the draft Contract for Services, it must state the reasons it is unable to do so and provide alternative wording, by way of marked up changes. General objections, statements of position or attempts to defer a response (such as “This will need further discussion”) are not acceptable.	
4.4	The extent of any changes and/or non-acceptance of terms and conditions in the draft Contract for Services by a Respondent will be a factor taken into account when evaluating proposals.	
4.5	The schedules to the draft Contract for Services are currently presented in “skeleton” or “place holder” form. The Treasury expects that these schedules will be fleshed out with information provided in the successful Respondent’s proposal, by The Treasury and during contract negotiations.	
4.6	Respondents must populate the draft Contract for Services attached as Schedule 4 with their proposed schedule of services as part of their proposal.	
<b>5.</b>	<b>Conflicts of Interest</b>	
5.1	Provide details of any work currently being undertaken, or that has been undertaken in the past two years, by you for any of the companies that are subject of the MOM transactions.	
5.2	Confirm that you would not have a conflict of interest or potential conflict of interest if you were to perform the Services set out in the RFP.	
5.3	If you would have a conflict of interest or potential conflict of interest, you must disclose full details of any such conflict or potential conflict and how it is to be managed by you.	

<b>REQUIREMENT NO.</b>	<b>SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)</b>	<b>DETAILED RESPONSE</b>
<b>6.</b>	<b>Personnel</b>	
6.1	<p>Identify the key personnel that will provide the Services, including their relevant experience, and what their role in the provision of the Services will be. The Respondent must also be able to provide a commitment:</p> <ul style="list-style-type: none"> <li>• that sufficient personnel will be made available to ensure delivery of the Services, advice and documentation within agreed timeframes;</li> <li>• that key personnel will only be changed with the prior consent of The Treasury; and</li> <li>• to provide work in progress reporting as required by The Treasury</li> </ul>	
<b>7.</b>	<b>Term</b>	
7.1	The Respondent must agree to provide the Services through to 30 November 2014 or the earlier completion of the MOM transactions provided that the term for the provision of those Services may be extended by The Treasury, at its discretion, until the completion of the MOM transactions if they have not been completed by 30 November 2014	
7.2	The Respondent must acknowledge that The Treasury may terminate the appointment at any time and for any reason by giving 20 working days' prior written notice to the other party.	
7.3	The Respondent must agree to sign a confidentiality deed, if required by The Treasury, in relation to any confidential and sensitive information provided by The Treasury on an extension to the Mixed Ownership Model.	





## **PART B: TENDER RESPONSE PRICING**

Respondents are to outline their pricing, including

- the basis of charges for services provided
- if applicable, the rates charged for staff who will be assigned to provide services;
- information about how disbursements and expenses are charged and margins applied;
- whether a cap on costs is available to the Crown and the likely scale of any cap.

Respondents must provide a fee proposal in relation to all of the services (1.1 to 1.3 of Part B) they are submitting a proposal in relation to. If a Respondent is providing a fee proposal relating to more than one of the services (1.1 to 1.3 of Part B) as package, the Respondent must also separately detail what their fee proposal is in respect of each of the separate services on a stand-alone basis.

For example, where the Respondent is submitting a proposal to provide services in paragraphs 1.1, 1.2 and 1.3 of Part B, the Respondent should provide a fee proposal for providing all of the three services as a package which demonstrates how the fees can be structured in a way that benefits The Treasury to the maximum extent. In addition, the Respondent should also separately provide a fee proposal for each of the services in paragraphs 1.1, 1.2 and 1.3 of Part B on a stand-alone basis.

## Schedule 4: Draft Contract for Services

### Contract for Services

[SHORT TITLE FOR CONTRACT (E.G. PROJECT NAME)]



### THE PARTIES TO THIS CONTRACT

The Treasury

(Buyer)

And

[insert the legal name of the Supplier]

[insert the registered office address for a company]

[for others the physical business address]

(Supplier)

The Buyer and the Supplier are each a Party to the contract and are together the Parties.

### THE CONTRACT

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

### Contract documents

This Contract consists of:

1. this page
2. the Contract Details and Description of Services
3. the Standard Terms and Conditions

Page 1  
Schedule 1  
Schedule 2

Schedule 2 SERVICES | Public Service | Government Model Contract | First Edition July 2010 available at: [www.procurement.govt.nz](http://www.procurement.govt.nz)

4. any other attachments described at Schedule 1.

### How to read this Contract

Together the above documents form the Contract. If there are any differences between the documents, Schedule 1 overrides Schedule 2. Clause numbers refer to clauses in Schedule 2. Words starting with capital letters have a special meaning, as stated in Schedule 2 Definitions section (clause 17).

### ACCEPTANCE

The date of execution of this Contract is the later of the two dates below.

In signing this Contract each Party acknowledges that they have read and agree to be bound by it.

For and on behalf of the **Buyer**:

For and on behalf of the **Supplier**:

Signature

Name:

Position:

Date:

Signature

Name:

Position:

Date:

# Schedule 1

## CONTRACT DETAILS AND DESCRIPTION OF SERVICES

<b>Start Date</b>		Reference Schedule 2 clause 1
<b>End Date</b>		Reference Schedule 2 clause 1

<b>Contract Managers</b> Reference Schedule 2 clause 4 (i.e., the person administering contract)		<b>Buyer's Contract Manager</b>	<b>Supplier's Contract Manager</b>
	<b>Name:</b>		
	<b>Title / position:</b>		
	<b>Address:</b>		
	<b>Phone:</b>		
	<b>Fax:</b>		
	<b>Email:</b>		

<b>Addresses for Notices</b> Reference Schedule 2 clause 14		<b>Buyer's address</b>	<b>Supplier's address</b>
	<b>For the attention of:</b>	[name of Senior Manager]	[name of Senior Manager]
	<b>c.c.</b>	[name of Contract Manager]	[name of Contract Manager]
	<b>Delivery Address:</b>		
	<b>Postal address:</b>		
	<b>Fax:</b>		
	<b>Email:</b>		

<b>Supplier's Reporting Requirements</b> Reference Schedule 2 clause 5	<b>Report to:</b>	<b>Type of report</b>	<b>Due date</b>
	<b>Contract Manager</b>	[Interim Progress Report – only if required]	[insert date]
		[Monthly Progress Report - only if required]	[insert date]
		[Project completion report - only if required]	[insert date]

<b>Supplier's Approved Personnel</b> Reference Schedule 2 clause 2.5	<b>(this is OPTIONAL)</b>	<b>Approved Individual</b>
	<b>Name:</b>	
	<b>Position:</b>	
	<b>Specialisation:</b>	

Description of Services
<p>[Insert a concise description of the Services to be provided. Use the questions as prompts]</p> <p><b>Description of Services</b></p> <p>[What is the nature of the Services?]</p> <p>[What are the overarching goals, objectives and outcomes you want to achieve?]</p> <p>[How should the Services be delivered?]</p> <p>[Refer to any proposal prepared by the Supplier only if this helps describes any aspects of the Service]</p> <p><b>Deliverables</b></p> <p>[What are the key Deliverables or outputs?]</p> <p>[What are the specific tasks the Supplier must complete?]</p> <p>[What are the specific Milestones? Describe each Milestone and its due date]</p> <p>[Describe any specific records that need to be created and delivered to the Buyer at the end of the Contract]</p> <p><b>Performance Standards</b></p> <p>[What quality standards apply?]</p> <p>[How will these be measured?]</p> <p>[When will they be measured and by whom?]</p>

<b>Fees</b>  Reference Schedule 2 clause 3	The Supplier's fee for the work done must be calculated on the following basis: <b>[Choose one option, insert relevant details and delete remainder]</b>		
	<b>Fixed Fee</b>  A fixed Fee of \$[ ] excluding GST. <b>OR</b>		
	<b>Hourly Rate</b>  For each hour worked an hourly rate of \$[ ] excluding GST, up to a total maximum of \$[ ] excluding GST. <b>OR</b>		
	<b>Daily Rate</b>  For each day worked a daily rate of \$[ ] excluding GST, up to a total maximum of \$[ ] excluding GST. One day's work is defined as eight hours. If the Supplier works less than a full day the fee shall be calculated based on the time worked at the agreed daily rate ÷ 8 x hours worked. <b>OR</b>		
	<b>Personnel Rates and/or Approved Personnel Rates</b>  [Hourly/daily rates] for each of the [Approved] Personnel, to a total maximum of \$[ ] excluding GST, in accordance with the following table of rates:		
<b>[Approved] Personnel</b>	<b>[Hourly/daily rate] (exc GST)</b>	<b>Total hours</b>	<b>Total fees</b>
<b>Total chargeable hours</b>		[Insert total]	
<b>Total chargeable fees (excluding GST)</b>			[Insert total]

<b>Expenses</b> Reference Schedule 2 clause 3	<b>[Choose one option, insert relevant details and delete remainder]</b> No expenses are payable. <b>OR</b> <b>Actual and reasonable — general expenses</b> The Buyer will pay the Supplier's actual and reasonable expenses incurred in delivering the Services up to a total maximum amount of \$[ ] excluding GST provided that: a. the Buyer has given prior written consent to the Supplier incurring the expense b. the expense is charged at actual and reasonable cost, and c. the claim for expenses is supported by GST receipts.		
	<b>OR</b> <b>Actual and reasonable — specified expenses</b> The Buyer will pay the Supplier's actual and reasonable expenses incurred in delivering the Services up to the total maximum amounts stated:		
	<b>Item of expense</b>	<b>Number of items</b>	<b>Cost (exc GST)</b>
	Total maximum costs (excluding GST)		[total costs]

<b>Daily Allowance</b> Reference Schedule 2 clause 3	<b>[Choose one option, insert relevant details and delete remainder]</b> No allowances are payable. <b>OR</b> The Supplier is entitled to charge the following allowances: [ ]
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<b>Invoices</b> Reference Schedule 2 clause 3.2.	The Supplier must send the Buyer an invoice for the Charges at the following times: <b>[Choose one option, insert relevant details and delete remainder]</b> On completion of the Services. <b>OR</b> On the last day of each month for Services delivered during that month. <b>OR</b> On the following dates subject to completion of relevant Deliverables or Milestones.		
	<b>Deliverable</b>	<b>Milestones</b>	<b>Due date</b>
	<b>[Insert following clause only if invoice is to be sent to someone other than the Buyer's Contract Manager]</b> The Supplier's invoice must be sent to the Buyer for the attention of [insert name of position/person, and address if necessary].		

<b>Changes to Schedule 2</b>  Standard Terms & Conditions	<p>Clause 13.1 is deleted and replaced with the following:</p> <p>13.1 Each Party undertakes not to use or disclose the other Party's Confidential Information to any person or organisation other than:</p> <ul style="list-style-type: none"> <li>a. to the extent that use or disclosure is necessary for the purposes of providing or, in the case of the Buyer, using the Services</li> <li>b. if the other Party gives prior written approval to the use or disclosure</li> <li>c. if the use or disclosure is required by law (including under the Official Information Act 1982) or parliamentary convention, or</li> <li>d. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.</li> </ul> <p>[set out any other changes to clauses in Schedule 2 of this Contract, for example are the time periods set for the meditation/termination processes in clauses 10 and 11 appropriate]</p>
<b>Additional clause/s</b>	<p>[set out any new clauses that are in addition to Schedule 2 of this Contract – otherwise state 'None']</p>
<b>Attachments</b>  Reference 'Contract documents' described at page <del>224</del> 4	<p>[describe any attachments to this Contract – otherwise state 'None']</p>