

	REQUEST FOR PROPOSAL (The Treasury as Purchaser)
	Technology Advisor / Pre-registration and Application Processing / Mail House / Call Centre - Extension of Mixed Ownership Model

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

ACTION ITEMS / DEADLINES
<ul style="list-style-type: none"> • Release of RFP: 15 December 2011 • Deadline for questions/queries (through Angela.Graham@treasury.govt.nz): noon on 20 December 2011 • Answers to any questions posted to GETS: 22 December 2011 • Closing time for proposals to be received by The Treasury: noon on 13 January 2012 • Short-listed Respondents, if any, notified: 18 January 2012 • Presentations by short-listed Respondents(if any): 24 and 25 January 2012 • Commencement of negotiations with preferred Respondent(s): 30 January 2012 • Commencement of contract: 2 February 2012 <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: Technology Advisor / Pre-registration and Application Processing / Mail House / Call Centre – Extension of the 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"> • Respondents are to submit one signed original plus four (4) 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. Other supporting information can be included as attachments, but 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) are not required unless material to the response
Lodging a proposal	<ul style="list-style-type: none"> • Fax or email copies of proposals will not be accepted



Contents

TERMS AND CONDITIONS FOR THIS RFP

SCHEDULE 1: TREASURY'S REQUIREMENTS

PART A: BACKGROUND

PART B: SERVICE REQUIREMENTS

B.1 IMPLEMENTATION OF AN ONLINE STRATEGY AND TRANSACTION INFRASTRUCTURE
(TECHNOLOGY ADVISORY SERVICES)

B.2 RECEIPT AND PROCESSING OF PRE-REGISTRATION REQUESTS AND OFFER APPLICATIONS

B.3 MAIL HOUSE SERVICES

B.4 CALL CENTRE SERVICES

B.5 GENERAL SERVICES AND OTHER UNDERTAKINGS (ALL RESPONDENTS TO CONFIRM
ABILITY TO PROVIDE)

PART C: EVALUATION CRITERIA & CONTRACT NEGOTIATION

SCHEDULE 2: PROPOSAL REQUIREMENTS

SCHEDULE 3: PROPOSAL FORM

GUIDE TO CONTENT OF PROPOSAL SUBMISSIONS

PROPOSAL RESPONSE TEMPLATE

SCHEDULE 4: DRAFT CONTRACT FOR SERVICES

Terms and Conditions for this RFP

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 in submitting a proposal, 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 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 and 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 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 angela.graham@treasury.govt.nz (except that the proposal itself must be delivered or sent by post). Respondents should not contact any other employee of The Treasury. Failure to adhere to these conditions may result in the Respondent's proposal 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: Technology Advisor / Pre-registration and Application Processing / Mail House / Call Centre – Extension of the Mixed Ownership Model

Schedule 1: Treasury's Requirements

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	Fiscal (static)	Optimise the value for the Crown and freeing up capital
2	Fiscal (dynamic)	Allow the companies to obtain growth capital without depending entirely on the government
3	Capital market development	Broaden the pool of investments available to New Zealand savers, and increase the depth of New Zealand capital markets
4	New Zealand participation	Place New Zealand investors at the front of the queue and achieve widespread and substantial New Zealand share ownership
5	Commercial disciplines	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	Majority Crown ownership	Ensure the government has a controlling stake
7	Good investment opportunities	Ensure the companies involved present good opportunities for investors

8	Protect consumers	Ensure that industry specific regulations adequately protect New Zealand consumers
9	Low execution risk	Successful implementation is achieved (such as good demand for shares, and the shares perform well after listing)
10	Timing	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.

2. IPO phases

Each of 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.

A “Call Centre” will be operational from the pre-registration opening date to a date sufficiently after the close of the offer period to respond to queries in relation to the MOM Programme and the current Offer.

The “Mail House” will be required to provide services as required, with the majority of services provided for each Offer from the pre-registration phase to the date on which the securities transactions statements are dispatched to successful applicants.

3. Key timetable assumptions

Following appointment, the successful Respondent(s) will be expected to work with The Treasury, the Joint Lead Managers (“JLMs”), The Treasury/ other Crown advisers, and other service providers to create the project timetable for the first IPO.

The timetable set out below is indicative only (subject to final Government decisions on timing) and has been included to assist Respondents in the development of their proposal.

MOM Programme Website “goes live”	February 2012
Pre-IPO Website for first Offer “goes live”	April/May 2012
Call Centre opens	April/May 2012
Ready for first offer launch	By early May 2012, subject to decisions by the Government in the new year.
Subsequent transactions	Over the next 3 to 5 years

4. Capacity

The following assumptions regarding capacity and required tasks are provided to assist the Respondent in preparing their proposal. In particular these assumptions are relevant to demonstrate the Respondent’s understanding of the assignment, technical capability to undertake the assignment and in preparing a fee proposal. These assumptions are indicative only and may change during the Offer processes as the key parameters of the offer structure are decided.

Pre-registrants into any of the MOM Programme Offers	2,000,000
On-line applicants into any of the MOM Programme Offers	450,000
Mailing of Retail Offer documents	up to 300,000
Mailing of Institutional Offer documents	up to 5,000
Inbound calls to the Call Centre up to the close of pre-registration	up to 600,000
Inbound calls to the Call Centre between close of pre-registration and close of the Offer	up to 200,000
Outbound calls from the Call Centre from the opening of pre-registration and the close of the Offer	up to 50,000

5. Details of the appointment process

5.1 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:

- implement an online strategy and transaction infrastructure for the MOM Programme and each Offer (detailed in Part B.1)
- receive and process pre-registration requests and offer applications for each Offer (detailed in Part B.2)
- Mail House services for each Offer (detailed in Part B.3)
- Call Centre services for each Offer (detailed in Part B.4)

All Respondents must confirm their ability to perform the general services and undertakings detailed in Part B.5.

Respondents with relevant experience and expertise in providing any or all of the services detailed in Part B.1 to Part B.4 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 four groups of services detailed in Part B.1 to Part B.4 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 Part B.1 to Part B.4 and their proposal will not be prejudiced by an inability to provide all of the services detailed in Part B.1 to Part B.4.

All Respondents should note section B.5 which asks Respondents to set out their experience in working and integrating with other service providers on large publicly marketed capital markets transactions and/or complex projects for government or non-government clients.

5.2 Group proposals and subcontracting

If the Respondent considers it does not itself have the ability to provide all of the required services set out in Schedule 1 Part B.1 to B.4 but wishes to offer to provide all of the services, 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 will together be assessed against the evaluation criteria in Schedule 1 Part C. Respondents should detail the roles that will be subcontracted in the delivery of the Offer Services, and where possible identify actual organisations that will or may be utilised 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 set out in the 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.

5.3 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, Government decisions 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: SERVICE REQUIREMENTS

6 Offer Services

Respondents must confirm their ability to provide any or all of the following (“Offer Services”):

- implement an online strategy and transaction infrastructure for the MOM Programme and each Offer (detailed in Part B.1)
- receive and process pre-registration requests and offer applications for each Offer (detailed in Part B.2)
- Mail House services for each Offer (detailed in Part B.3)
- Call Centre services for each Offer (detailed in Part B.4)

Respondents must clearly specify which of the four groups of services detailed in Part B.1 to Part B.4 they are applying for. Respondents are **not** required to submit a proposal for all of the services detailed in Part B.1 to Part B.4.

All Respondents must confirm their ability to perform the general services and undertakings detailed in Part B.5.

B.1 IMPLEMENTATION OF AN ONLINE STRATEGY AND TRANSACTION INFRASTRUCTURE (TECHNOLOGY ADVISORY SERVICES)

7 Services over all phases of the MOM Programme

The Respondent must confirm its ability to perform the following services during all phases of the MOM Programme:

- provide advice on a digital strategy to support the Crown Objectives
- provide advice and development expertise on how to effectively use multimedia technologies such as web-casting and social media to promote the MOM Programme and each Offer
- work with the Project Team to design and implement all necessary interfaces involving the MOM Programme Website and individual Company IPO websites (“Offer Websites”) having regard to the capacity requirements of those interfaces, conformance with the NZ Government Web Standards 2.0¹, and the need for testing in the New Zealand online environment, audit, acceptance testing and sign-off of those interfaces prior their use
- facilitate a mechanism(s) (e.g. encryption and protection methods/software, consistent with Crown standards, where practicable) to ensure that information available or collected via the MOM Programme Website and Offer Websites is secure and protected from access and/or alteration in any manner by any unintended persons or organisations
- as advised by The Treasury’s legal advisers, develop processes to ensure the MOM Programme Website, Offer Websites and associated online offer documents are accessible only to permitted audiences (ie develop and implement security screens, disclaimers, etc) and that any privacy related requirements in relation to the collection and management of personal data are met

¹ <http://webstandards.govt.nz/standards/nzgws-2/>

- ensure pre-registration and application data is captured and stored in accordance with relevant laws such that it can be used in subsequent Offers in the MOM Programme
- identify and provide advice on potential issues with the regulators with respect to the digital strategy, including attending with the legal advisors and other Project Team members regulatory meetings to determine the optimal digital strategy
- undertake social media monitoring to gauge views and identify changes in sentiment in consultation with the Programme Communications Advisor and Crown IPO Communications Advisor
- ensure the MOM Programme Website and Offer Websites are available on a 24 hours, 7 days a week basis during their intended lives. Respondents shall indicate the percentage availability that will be delivered by the MOM Programme Website and Offer Websites
- provide for contingencies and disaster recovery of the MOM Programme Website and Offer Websites and any associated data and servers
- in consultation with the Special Needs Advisor, design and implement agreed strategies to facilitate accessibility of the MOM Programme Website, Offer Websites and other interfaces for people from a Non-English Speaking Background, print or hearing disabled or other special needs groups of New Zealand citizens identified by the Project Team, in accordance with the NZ Government Web Standards 2.0². This may include facilitating the use of internet-based services for these groups as well as facilitating the identification and analysis of data relating to these groups

8 Services over the pre-launch phase

The Respondent must confirm its ability to provide the following services in relation to the pre-launch phase of the MOM Programme:

- undertake investigations necessary to determine the digital strategy for the MOM Programme and individual Offers
- identify the system requirements and IT infrastructure necessary to implement the digital strategy and where necessary subcontract services on terms consistent with the appointment terms in the Contract for Services
- have the capability to design, implement and manage (including potentially host) a Project Extranet site or Dataroom for each Offer which is accessible by the Project Team, can be implemented in a timely manner and has the following features:
 - password protected secure site (e.g. log-in passwords should be encrypted i.e. they may not be stored in plain text)
 - levels of access for different users
 - ability to upload and download documents
 - access to contact lists which can be edited as and when required
 - access to calendars of Project meetings and events which can be edited as and when required by relevant parties
 - complies with the NZ Information Security Manual requirements for information classified up to Restricted³.

² <http://webstandards.govt.nz/standards/nzgws-2/>

³ <http://www.gcsb.govt.nz/newsroom/nzism.html>

- design, implement and manage (including potentially host) a MOM Programme Website. The content will be determined by The Treasury, but features may include:
 - overview of the MOM Programme
 - sub-site for the current Offer (the Offer Website)
 - frequently asked questions and associated answers
 - inbound and outbound links to and from the MOM Programme Website, Offer Websites and potential interfaces with other key sites (e.g. Company, Crown, JLMs, retail brokers and financial planners, NZX and Financial Markets Authority)
- provide advice on appropriate domain and sub-domain names for the MOM Programme Website and Offer Websites and facilitate the registration process of those domain names (working in conjunction with The Treasury and the Department of Internal Affairs, for government domain names)
- provide advice and implement strategies to drive traffic to the MOM Programme Website and Offer Websites, potentially including the use of links/buttons on third party websites (as described above) and purchase of search engine keywords.

9 Services over the pre-registration phase of each Offer

The Respondent must confirm its ability to provide the following services in relation to the pre-registration phase of each Offer:

- design, implement, host and manage features on the Offer Website that will allow:
 - investors to electronically register their interest to receive an offer document and ensure all applicant registration data is captured in a format that will allow for registration of securities should that applicant be allocated as part of an Offer
 - the generation of electronic acknowledgment via email and potentially SMS to pre-registrants confirming their successful pre-registration
 - the potential web-casting of the pre-registration and subsequent launch events and the online viewing of offer-related advertising materials including television commercials and/or invitational addresses by Ministers or senior Company management
 - offer information to be communicated simply and effectively (in English and potentially other languages)
 - dedicated media web pages only accessible to selected media representatives that will provide a central dissemination point for offer-related media materials such as press releases, images and other information
- monitor the performance of the pre-registration Offer Website and provide usage statistics and daily reports to the JLMs and The Treasury
- design and implement data transfer solutions to support the expected large volume of post-launch information with the security specifications required to transfer this data and to transact significant sums of public monies
- provide web-hosting and data transfer services of website collected data, or if web-hosting and data transfer services are subcontracted or provided by another supplier, co-operate and liaise with the service provider to support the efficient and cost effective delivery of the services to make later logistical processes as efficient as possible.

10 Services over the broker firm phase of each Offer

The Respondent must confirm its ability to provide the following services during the broker firm phase of each Offer:

- design, implement, host and manage features on the Offer Website that will allow:
 - dedicated Broker/Planner web pages only accessible to approved NZX/ASX broker and financial planner organisations to provide relevant information and documentation to support the broker firm offer and general public offer and their associated procedures
 - a mechanism for recording pre-registrations (and on-line applications once the offer has opened) that occur as a result of a click-through from a broker/planner website in order to award a “stamping fee” to that broker/planner in the event of that applicant ultimately receiving an allocation under the general public offer

11 Services over the offer period for each Offer

The Respondent must confirm its ability to provide the following services during the offer period for each Offer:

- provide advice on how the offer document can be most effectively accessed via the internet without altering any content, (ensuring any electronic document lodged on the Offer Website contains an exact replica of all the material in the printed version), whilst providing the potential investor with easy access to facilitate an efficient review of the document e.g. via an interactive PDF document
- facilitate the production of an electronic version of the offer document if necessary (e.g. CD-ROM or other format)
- work with The Treasury and other service providers to determine preferred options for online payment
- build additional functionality for the Offer Website that will allow:
 - the generation of electronic messages via email and potentially SMS advising pre-registrants that the offer is open, with the potential for follow up messages during the offer period, if required
 - the provision of RSS feeds to allow potential investors to know when updates to the site have been made
 - potential investors with either broadband or dial-up internet connections to access the Offer Websites effectively and efficiently download electronic versions of the offer documentation and other materials on the Offer Websites, to the maximum extent possible
 - the secure electronic lodgement of application forms including associated payment of application monies using electronic means and secure transfer of that application and payment data to the Application Processing Centre and Banker to the Issue as relevant (Note: it is currently not intended to allow payment of application monies via credit card) applicants who do not wish to apply online to print out the offer document and application form with the intent of delivering a hard copy of the application form to the Application Processing Centre (together with their payment)
 - generation of electronic acknowledgement via email and potentially SMS to applicants confirming the application has been successfully received

12 Services post completion of each Offer

The Respondent must confirm its ability to provide the following services post completion of each Offer:

- build additional functionality into the Offer Website that will allow applicants to log in to confirm their allocation of shares in consultation with the Share Registry
- facilitate any person, organisation or Government body tasked by The Treasury to conduct an audit of the MOM Programme Website, Offer Websites, Project Extranet and all other digital interfaces and data

13 Accessibility

The Respondent must:

- ensure that content design balances the need for quality and minimal file download times with particular consideration for customers with lower bandwidth or poor telecommunications infrastructure
- recognise the diversity of devices, configurations, and preferences of consumers of internet content (including reasonable range of browsers, internet-enabled devices and assistive technologies such as screen-readers)
- ensure the website is capable of supporting, at a minimum, the following browsers:
 - Internet Explorer versions 6/7/8/9 and any later release versions
 - Firefox 3.X and any later release versions
 - Safari 4.X and any later release versions
 - Google Chrome (all release versions)
- ensure browser testing occurs prior to the site going live. (The site/applications should also degrade gracefully for other browsers not included in the supported browser list)

14 Website security and redundancy

The Respondent is required to provide a detailed website hosting proposal, as appropriate for a high volume website. This should include:

- robust redundancy and load capacity/balancing solutions, including pre-launch load testing
- 24/7 technical support provisions for potential website downtime (note that Part B5 requires the Respondent to provide a copy of its business continuity plan)
- results of a self-assessment against the Cloud Security Alliance's "Cloud Controls Matrix" or a similar framework
- a statement of the security standards the website complies with
- results from recent independent external audits of its ICT security

The Respondent must confirm that the system provided is within the New Zealand or Australian jurisdiction – i.e. that all data must be stored in either New Zealand or Australia, and the Respondent must be incorporated in New Zealand or Australia. The Respondent must confirm that it does not sub-contract any ICT services to third party providers outside of New Zealand or Australia.

15 Website archiving

To ensure that The Treasury can meet its record-keeping obligations under the Public Records Act and Official Information Act, the Respondent must maintain logs of all website updates, and retain snapshots of all website text and metadata after each update of page content. The Treasury must be able to access snapshots of any page taken at any point in the page's lifetime on the website.

B.2 RECEIPT AND PROCESSING OF PRE-REGISTRATION REQUESTS AND OFFER APPLICATIONS

The Respondent must confirm its ability to perform the following:

16 Services over the pre-launch phase

The Respondent must confirm its ability to provide the following services in relation to the pre-launch phase of the MOM Programme:

- establish systems and protocols for the storage, transmission, interpretation and reconciliation of pre-registrant and Offer applicant data in advance of the first Offer, the estimated timetable for which is contained in paragraph 3 of Part A of Schedule 1
- undertake testing to ensure the systems and protocols established for the storage, transmission and reconciliation of pre-registrant and offer applicant data are robust in advance of the first Offer
- establish and test the systems and protocols in consultation with other relevant service providers, particularly the supplier providing the Offer Services in Part B.1 (if a different supplier), The Treasury, the JLMs and the Share Registry
- development of pre-registration and offer application forms in a form that allows the efficient recording of data in an agreed format

17 Pre-registration

The Respondent must confirm its ability to provide the following services in relation to the pre-registration phase of the Offers:

- receive and store real-time data from pre-registration requests to a central database. Pre-registration requests may be received in electronic or hard copy or through the Call Centre. The Respondent will work closely with the supplier of the Offer Services in Part B.1 (unless the same Respondent is appointed to Part B.1 and Part B.2).
- liaise with The Treasury, the JLMs and the Printing, Paper and Envelope Sourcing Supplier in the determination of the quantity of Offer documents to be printed based on pre-registration requests and other information
- after the close of the pre-registration period, liaise with the Mail House to organise for Offer documents to be mailed to the list of pre-registrants that request a hard copy of the Offer document.
- in consultation with the supplier providing the Offer Services in Part B.1 above (if a different supplier) and the Call Centre, create protocols for the receipt and storage of pre-registration data in accordance with relevant laws such that information can be used in subsequent Offers in the MOM Programme
- provide pre-registrant statistics and daily reports to The Treasury, the JLMs and other service providers as instructed

- implement data transfer solutions to support the expected large volume of pre-registrant and Offer applicant data to the Mail House and Share Registry respectively, with the security specifications required to transfer or make this data available
- where required provide web-hosting services, or if web-hosting services are provided by the supplier providing the Offer Services in Part B.1, co-operate and liaise with the supplier to support the efficient and cost effective delivery of the services to make later logistical processes as efficient as possible.

18 Offer application processing

The Respondent must confirm its ability to provide the following services in relation to the offer application phase of the Offers:

- following the opening of the offer, receive and store real-time data from offer applications to a central database. Offer applications may be received in electronic form (through the Offer Website) or hard copy form that are either printed from the Offer document contained on the website or from a printed hard copy of the Offer document.
- following the processing of Offer applications, periodically transfer or make available the applicant information to the Share Registry in an agreed format (only where the supplier of the Offer Services in Part B.2 is not also the Share Registry for the relevant Offer)
- assist other relevant service providers where required to manage unsuccessful or incorrect payments into the offer bank account by applicants, where online payment of application proceeds is utilised on any of the Offers
- assist other relevant service providers where required to put in place protocols to minimise and manage fraudulent applications or multiple applications from single investors
- in consultation with the supplier providing the Offer Services in Part B.1 provide acknowledgement to applicants confirming the application has been successfully processed
- work with the Share Registry and New Zealand Stock Exchange to obtain Common Shareholder Numbers for applicants where required
- in consultation with other relevant service providers receive, store, transmit and interpret Offer application data and make such information readily available and accessible in an appropriate form for reconciliation with application proceeds received through the Offer period

B.3 MAIL HOUSE SERVICES

19 Services

The Respondent must confirm its ability to perform the following across the MOM Programme:

- establish and maintain a database of addresses and other relevant applicant information for each of the Offers
- facilitate integration with the Printing, Paper and Envelope Sourcing Supplier to minimise document handling and delay from printing to mail box
- coordinate the storage of all Offer related communications in a safe, secure and accessible storage location prior to mailing
- coordinate the timely dispatch of all Offer related communications
- if required, manage the collation of Offer documents with application forms throughout the Offer period

- liaise with the Call Centre twice daily during the Offer period to arrange for relevant Offer documents to be mailed as requested
- liaise with the Share Registry as required to ensure timely dispatch of Securities Transaction Statements following the relevant Offer.

B.4 CALL CENTRE SERVICES

20 Services

The Respondent must confirm its ability to perform the following across the Programme:

- assist in establishing systems to achieve a seamless interface between the Call Centre, Application Processing Centre, Share Registry and the Mail House
- arrange a Call Centre telephone number which is operational over the time period and during the hours specified by The Treasury or the JLMs
- settle a script of responses to a range of questions during each phase of each of the Offers including to:
 - calls regarding the MOM Programme
 - calls regarding pre-registration
 - calls following the launch of the Offers
 - calls relating to processing of Offer applications
 - calls following allotment of shares, in response to the mail out of Securities Transaction Statements and cheques, if required, at the completion of the Offers
- recruit and train staff in relation to the scripted responses to questions and when queries should be escalated to a supervisor
- prepare Call Centre automated messages for each stage of the Offers and manage and advise on revisions to these messages
- report on the volume, source and nature of calls on a daily basis
- develop systems for monitoring calls and analysing any particular issues which arise or feedback which is gathered during all phases of the Offers, as well as providing reports detailing this information to The Treasury and the JLMs on a daily basis
- if decided upon, undertake an outbound calling programme
- liaise with the Mail House twice daily during the Offer periods to arrange for forms and offer documents to be mailed to callers as requested

B.5 GENERAL SERVICES AND OTHER UNDERTAKINGS (ALL RESPONDENTS TO CONFIRM ABILITY TO PROVIDE)

21 Services

Without limitation to the specific obligations detailed in Part B.1 to B.4, the Respondent must confirm its ability to perform the following:

- advise the JLMs and The Treasury on the conduct of the Offers as required by the JLMs or The Treasury
- participate in any meetings in connection with the Offers, wherever held, as reasonably requested by the JLMs or The Treasury or as necessary for the proper implementation of the Offers
- participate in any committees and/or working groups in connection with the Offers

- assist with the development and implementation of the risk management plan, fraud control plan and/or other plans, processes and strategies in connection with the Offer and perform the Offer Services in compliance with such plans
- liaise and co-operate with any other parties who are assisting the JLMs and/or The Treasury with the implementation of the Offers
- prepare, implement, review, develop and comply with such reports and advice as may be required by the JLMs or The Treasury, including:
 - reports detailing progress achieved in the performance of the Offer Services, noting The Treasury will reserve the right to terminate the appointed preferred Respondent(s) for non-performance relative to the requirements of the executed Contract for Services
 - reports highlighting key issues faced by the Supplier in performing the Offer Services
 - reports identifying emerging strategic threats and opportunities to the performance of the Offer Services
 - a risk management plan, in consultation with the JLMs and The Treasury, for the Offer Services that can be incorporated into the broader Offer risk management plan developed by the JLMs and The Treasury
 - a business continuity plan, in consultation with the JLMs and The Treasury, in relation to the Offer Services
 - a detailed project timetable for the performance of the Offer Services, in consultation with the JLMs and The Treasury.
- prepare and provide to the JLMs such sign-offs on the performance of the Offer Services as required by and in consultation with the JLMs or The Treasury
- refer any inquiries from media to a contact specified by The Treasury and otherwise comply with all reasonable directions from The Treasury, the JLMs, the Programme Communications Advisor and Crown IPO Communications Advisor in relation to media or public relations matters
- prepare a written evaluation of the activities and aspects of the Offers undertaken by the Supplier (post completion report) within one calendar month after the completion date as specified in the Contract for Services
- advise and assist the JLMs and The Treasury with respect to any post-completion matters as required by the JLMs or The Treasury including, without limitation, advice and assistance with any warranty claims or queries
- provide detailed and auditable reports (in a form and manner as required by the JLMs or The Treasury) on a regular basis summarising the status of activities under their management and ad hoc activity reports including but not limited to activity reports on the volume of pre-registration and geographical allocation (in a form and manner as required by the JLMs or The Treasury)
- allow the JLMs, The Treasury and any other party nominated by the JLMs or The Treasury to access, inspect and copy (in such format as the JLMs or The Treasury require) an auditable documentation trail on all aspects of the performance of the Offer Services, including a financial account trail to justify payment or reimbursement for Offer Services and to satisfy any audit processes in connection with the Offers including any audit
- allow the JLMs, The Treasury, or any persons authorised in writing by the JLMs or The Treasury, to access premises occupied by the relevant service provider where the services are being performed including for the purpose of conducting logistical risk assessments (which may, for example, include checking technical processes the relevant service provider is using or proposes to use in connection with the performance of the services and the integration of

such processes with the processes being adopted by other service providers, advisers or suppliers to the project)

- ensure that any personal or private information to be stored and transferred to, from, or within a system (whether in New Zealand or overseas) as part of the Offer Services will be stored or transferred in compliance with the Privacy Act 1993 and to The Treasury's satisfaction.

22 Other Services

The Respondent must confirm its ability to provide other services as requested by the JLMs or The Treasury which are usually performed as part of, or which are reasonably connected to, such a role in respect to a fully marketed offer of listed securities.

23 Ancillary or related Services

The Respondent must confirm its ability to provide additional services that fall outside the list or services described in Parts B.1 to B.4 on Schedule 1 but which are ancillary to or relate to that list of services, which will be charged in accordance with the agreed rates set out in the Contract for Services. The Supplier will be required to provide such ancillary or related services at The Treasury's request.

24 Working closely with other parties

In performing the Offer Services, the Supplier(s) will work closely with all relevant Crown agencies involved in the MOM Programme, The Treasury the JLMs, legal advisors and service providers in support of the Offers and will perform the Offer Services in accordance with and in order to promote the Crown Objectives.

The Supplier(s) will be required to, without limitation to the foregoing, work closely with the following parties in performing the Offer Services:

- Programme Communications Advisor
- Crown IPO Communications Advisor
- Company Communications Advisor
- Advertising Agency
- Market Research Advisor
- Share Registry
- Special Needs Advisor
- Design House
- Banker to the Issue
- Printing, Paper and Envelope Sourcing Supplier
- Technology Advisor (where applicable)
- Pre-registrant and Offer application processor (where applicable)
- Mail House (where applicable)
- Call Centre (where applicable)

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

25 Security

The Supplier(s) will have access to confidential and sensitive information at The Treasury that must be protected. The Respondent must demonstrate and confirm its ability to:

- comply with The Treasury's security requirements
- enforce security in a manner compliant with controls defined in NZISM⁴ across all systems, functions and processes delivered as part of the service. Note that this requirement is not limited to information technology services
- provide for the secure disposal of surplus sensitive material and waste in a manner compliant with the controls defined in NZISM.

26 Relevant experience

The Respondent should provide details of:

- their experience in undertaking projects of a similar nature and scale involving large publicly marketed capital markets transactions and/or complex projects for government or non-government clients
- the Respondent's experience in working and integrating with other service providers on large publicly marketed capital markets transactions and/or complex projects for government or non-government clients
- clients that the Respondent has provided similar services to and any references

27 Fee proposal

Instructions on presentation of the fee proposal component of Offer Services detailed in Part B.1

Respondent's submitting a proposal in relation to Offer Services detailed in Part B.1 must break their fee proposal into the following two components:

- a fee proposal for the establishment of the MOM Programme Website and the first Offer Website and all related services set out in Part B.1 that would be provided from the commencement of the Contract for Services until the conclusion of the first Offer; and
- a fee proposal for the establishment of each subsequent Offer Website and all Offer Services set out in B.1 which would be provided in relation to a each subsequent Offer.

In providing a fee proposal for subsequent Offers, Respondents should assume that each Offer in the MOM Programme will have the capacity requirements set out in paragraph 4 of Part A of Schedule 1, but should note that decisions may be taken at a later date around Offer size or structure which would mean that the requirements could be significantly different. It is intended that this will be reflected in the Contract for Services

Where prices are volume-dependent, Respondents should identify how a change up or down in capacity requirements would impact on their fee proposal.

⁴ <http://www.gcsb.govt.nz/newsroom/nzism.html>

General instructions in relation to presentation of fee proposals

Respondents must submit a fee proposal in relation to all of the Offer Services they are proposing to provide. If a Respondent is providing a fee proposal relating to more than one of the Offer Services as a package, the Respondent must also separately detail what their fee proposal is in respect of each of the separate Offer Services forming part of the package on a standalone basis.

For example, where the Respondent is submitting a proposal to provide Offer Services in Parts B.1, B.2, B.3 and B.4, the Respondent should provide a fee proposal for providing all of the four Offer 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 Offer Services in Parts B.1, B.2, B.3 and B.4 which form part of the package, on a standalone basis.

The Treasury reserves the right to deal separately with, and the Respondent must confirm that it is happy for The Treasury to 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.

28 Draft Contract for Services

The Treasury has provided a template Contract for Services attached as Schedule 4 to this RFP which it intends to use (but is not restricted to using) as the starting point for preparing the final contract to be entered into with Supplier(s). The Treasury intends to finalise Schedule 1 of the Contract for Services, in conjunction with the preferred Respondent(s), with specific and detailed requirements relating to the relevant services and deliverables to be provided by Supplier(s), after selection of the preferred Respondent(s), using the preferred Respondent(s) populated Contract for Services (to be submitted as part of its proposal) as a starting point. The draft Contract for Services is made up of a base agreement and appropriate schedules.

The Treasury has also prepared a draft acceptance testing regime and a draft change management regime, both of which are attached as Schedules 5 and 6 (respectively) of this RFP, and which will become additional schedules to the final Contract for Services to be entered into with the preferred Respondent in relation to the B.1 Offer Services.

The Treasury also expects Respondents to submit a business continuity plan as part of their proposal. The business continuity plan will, once approved by The Treasury, also form part of the final Contract for Services to be entered into with the preferred Respondent(s).

Respondents are required to respond to the draft Contract for Services as specified below:

- Respondents must populate the draft Contract for Services attached as Schedule 4 with their proposed schedule of services
- Respondents (B.1 only) must confirm whether they accept the acceptance testing regime attached as Schedule 5, and populate any parts of Schedule 5 that are in "skeleton" or "place holder" form. If the Respondent thinks it will be unable to accept any part of the acceptance testing regime, it should submit an alternative acceptance testing regime and explain why it is better suited to this proposal.

- Respondents (B.1 only) must confirm whether they accept the change management regime attached as Schedule 6, and if the Respondent thinks it will be unable to accept any part of the change management regime, it must state the reasons it is unable to do so and provide alternative wording, by way of marked up changes
- 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
- 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).
- 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
- 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
- as noted above, 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

29 Conflict of Interest

The Respondent must:

- confirm that they would have no conflict of interest or potential conflict of interest if it was to perform the Services set out in this RFP; or
- if the Respondent would have a conflict of interest or potential conflict of interest the Respondent must disclose this or these interests.

A conflict may exist if:

- the Respondent or any of its personnel have a relationship or perceived relationship (whether professional, commercial or personal) with The Treasury personnel (including any external advisers if known) involved in the evaluation of proposals; or
- the Respondent has a relationship or involvement or perceived relationship or involvement with, or obligations or duties to, an organisation which would affect, or in any way conflict with, the performance of the Contract for Services or with the policies of The Treasury or the Crown; or
- the Respondent or any of its personnel engage in any activity or obtain any interest which is in conflict with providing the services fairly and independently

In determining whether a conflict of interest exists or is likely to arise, regard must be had to the activities of the Respondent and its related entities’ officers.

If a conflict of interest is identified The Treasury may, at its discretion:

- exclude the Respondent from further consideration;
- enter into discussions to seek to resolve such conflict of interest;

- require the Respondent to follow any management plan that The Treasury considers is appropriate to manage any conflict of interest or potential conflict of interest; or
- take any action as The Treasury considers appropriate.

30 Personnel

The Respondent must identify the key personnel that will provide the Offer Services, including their relevant experience, and what their role in the provision of the Offer 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 Offer 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.

31 Term

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;
- 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;
- 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

32 Evaluation Criteria

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

Criteria	Description
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 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 service requirements set out in the relevant parts of Part B of this Schedule 1 to which the Respondent's proposal relates.
Relevant experience	The extent to which the Respondent has: <ul style="list-style-type: none"> – demonstrated experience in undertaking projects of a similar nature and scale involving large publicly marketed capital markets transactions and/or complex projects for government or non-government clients – demonstrated experience in working and integrating with other service providers on large publicly marketed capital markets transactions and/or complex projects for government or non-government clients – detail of clients that the Respondent has provided similar services to and any references
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.
Pricing requirements	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: <ul style="list-style-type: none"> • each of the separate Offer Services on a stand-alone basis; and • the Offer 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 Parts B.1, B.2, B.3 and B.4)
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.

33 Respondent 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 **18 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.

34 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 Respondents

35 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

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 (4)** 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. Other supporting information can be included as attachments, but 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) are 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 which 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 of the person in your company who has the authority to represent your company in ongoing discussions and any resulting agreements
- contact information of two references for whom you have provided similar services to within the past 7 years
- 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: Technology Advisor / Pre-registration and Application Processing / Mail House / Call Centre – Extension of the Mixed Ownership Model
- the response templates set out in Schedule 3 to this RFP; and
company profile information, including expertise and relevant personnel.

3. Questions about the RFP

Respondents may email written questions about this RFP to: Angela.Graham@treasury.govt.nz. The final deadline for questions is **noon on 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 Angela.Graham@treasury.govt.nz.

6. Delivery of Proposals

All proposals must be received in the prescribed manner by **noon** on **13 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

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 which the Respondent is submitting a proposal in respect of. Provide a response 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, acceptance testing criteria/process regime and change management regime in the manner stipulated in paragraph 28 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>Position:</div> <div>Address:</div> </div> <div> <div>Phone:</div> <div>Fax:</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 YES/NO Other? (specify)
(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 Name, business and location of the organisation Name and contact phone number of a referee at the organisation The period of time the work was undertaken Key factors in selecting this referee for this RFP
(f) Financial/legal information 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>2. Accountant:</div> <div>3. Lawyer:</div> </div> <div> <div>Contact person:</div> <div>Phone:</div> <div>Contact person:</div> <div>Phone:</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)

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6. WILL ANY SUBCONTRACTORS BE INVOLVED?	
YES/NO If yes, specify for each subcontractor: Who?: Value involved?: Extent of tasks involved?: <div style="text-align: right;">(Attach information if not enough room here)</div>	
7. WHAT DOES YOUR PROPOSAL COVER?	The Treasury's entire requirement? YES/NO If no, specify

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

9. WARRANTIES (if applicable)

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

11. COMPLIANCE STATEMENT
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Deliverables comply with The Treasury's requirements (as attached or advised)? </div> <div style="width: 50%;"> YES/NO If no, explain type and extent of non-compliance for each deliverable concerned below or on a separate page. </div> </div>

12. Draft Contract for Services
<p>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).</p> <p>A draft Contract for Services is attached and changes (if any) are marked up in accordance with the requirements of this RFP.</p> <p>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(s) until achievement of an acceptable contract.</p>
<div style="display: flex; justify-content: space-between;"> <div>Noted and accepted</div> <div>YES/NO</div> </div>
Would the Respondent require consideration of any special contractual provisions? YES/NO If yes, specify below or attach

Other than as provided above, Respondent confirms it accepts the terms and conditions of the 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.

<p>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.</p>	SIGNED FOR THE RESPONDENT	
	<div style="text-align: center; margin-bottom: 10px;"> <hr style="width: 200px; margin: 0 auto;"/> <p>(Signature)</p> </div> <p>Full name:</p> <p>Title:</p> <p>Location:</p>	
	DATED	

SECTION B: PROPOSAL RESPONSE TEMPLATE

RESPONDENT NAME:

SERVICES AND SERVICE DELIVERY

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
6.	Offer Services	
	<p>Respondents must confirm their ability to provide any or all of the following ("Offer Services"):</p> <ul style="list-style-type: none"> • implement an online strategy and transaction infrastructure for the MOM Programme and each Offer (detailed in Part B.1) • receive and process pre-registration requests and offer applications for each Offer (detailed in Part B.2) • Mail House services for each Offer (detailed in Part B.3) • Call Centre services for each Offer (detailed in Part B.4) <p>Respondents must clearly specify which of the four groups of services detailed in Part B.1 to Part B.4 they are applying for. Respondents are not required to submit a proposal for all of the services detailed in Part B.1 to Part B.4.</p>	
B.1	Implementation of an online strategy and transaction infrastructure (technology advisory services)	
7.	Services over all phases of the MOM Programme	
	<p>The Respondent must confirm its ability to perform the following services during all phases of the MOM Programme:</p> <ul style="list-style-type: none"> • provide advice on a digital strategy to support the Crown Objectives 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> • provide advice and development expertise on how to effectively use multimedia technologies such as web-casting and social media to promote the MOM Programme and each Offer • work with the Project Team to design and implement all necessary interfaces involving the MOM Programme Website and individual Company IPO websites ("Offer Websites") having regard to the capacity requirements of those interfaces, conformance with the NZ Government Web Standards 2.0⁵, and the need for testing in the New Zealand online environment, audit, acceptance testing and sign-off of those interfaces prior their use • facilitate a mechanism(s) (e.g. encryption and protection methods/software, consistent with Crown standards, where practicable) to ensure that information available or collected via the MOM Programme Website and Offer Websites is secure and protected from access and/or alteration in any manner by any unintended persons or organisations • as advised by The Treasury's legal advisers, develop processes to ensure the MOM Programme Website, Offer Websites and associated online offer documents are accessible only to permitted audiences (ie develop and implement security screens, disclaimers, etc) and that any privacy related requirements in relation to the collection and management of personal data are met • ensure pre-registration and application data is captured and 	

⁵ <http://webstandards.govt.nz/standards/nzgws-2/>

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<p>stored in accordance with relevant laws such that it can be used in subsequent Offers in the MOM Programme</p> <ul style="list-style-type: none"> • identify and provide advice on potential issues with the regulators with respect to the digital strategy, including attending with the legal advisors and other Project Team members regulatory meetings to determine the optimal digital strategy • undertake social media monitoring to gauge views and identify changes in sentiment in consultation with the Programme Communications Advisor and Crown IPO Communications Advisor • ensure the MOM Programme Website and Offer Websites are available on a 24 hours, 7 days a week basis during their intended lives. Respondents shall indicate the percentage availability that will be delivered by the MOM Programme Website and Offer Websites • provide for contingencies and disaster recovery of the MOM Programme Website and Offer Websites and any associated data and servers • in consultation with the Special Needs Advisor, design and implement agreed strategies to facilitate accessibility of the MOM Programme Website, Offer Websites and other interfaces for people from a Non-English Speaking Background, print or hearing disabled or other special needs groups of New Zealand citizens identified by the Project Team, in accordance with the NZ Government Web Standards 2.0⁶. This may include facilitating the use of 	

⁶ <http://webstandards.govt.nz/standards/nzgw-2/>

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	internet-based services for these groups as well as facilitating the identification and analysis of data relating to these groups	
8.	Services over the pre-launch phase	
	<p>The Respondent must confirm its ability to provide the following services in relation to the pre-launch phase of the MOM Programme:</p> <ul style="list-style-type: none"> • undertake investigations necessary to determine the digital strategy for the MOM Programme and individual Offers • identify the system requirements and IT infrastructure necessary to implement the digital strategy and where necessary subcontract services on terms consistent with the appointment terms in the Contract for Services • have the capability to design, implement and manage (including potentially host) a Project Extranet site or Dataroom for each Offer which is accessible by the Project Team, can be implemented in a timely manner and has the following features: <ul style="list-style-type: none"> • password protected secure site (e.g. log-in passwords should be encrypted i.e. they may not be stored in plain text) • levels of access for different users • ability to upload and download documents • access to contact lists which can be edited as and when required • access to calendars of Project meetings and events which can be edited as and when required by 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> relevant parties <ul style="list-style-type: none"> • complies with the NZ Information Security Manual requirements for information classified up to Restricted⁷. • design, implement and manage (including potentially host) a MOM Programme Website. The content will be determined by The Treasury, but features may include: <ul style="list-style-type: none"> • overview of the MOM Programme • sub-site for the current Offer (the Offer Website) • frequently asked questions and associated answers • inbound and outbound links to and from the MOM Programme Website, Offer Websites and potential interfaces with other key sites (e.g. Company, Crown, JLMs, retail brokers and financial planners, NZX and Financial Markets Authority) • provide advice on appropriate domain and sub-domain names for the MOM Programme Website and Offer Websites and facilitate the registration process of those domain names (working in conjunction with The Treasury and the Department of Internal Affairs, for government domain names) • provide advice and implement strategies to drive traffic to the MOM Programme Website and Offer Websites, potentially including the use of links/buttons on third party websites (as described above) and purchase of search engine keywords. 	

⁷ <http://www.gcsb.govt.nz/newsroom/nzism.html>

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
9.	Services over the pre-registration phase of each Offer	
	<p>The Respondent must confirm its ability to provide the following services in relation to the pre-registration phase of each Offer:</p> <ul style="list-style-type: none"> • design, implement, host and manage features on the Offer Website that will allow: <ul style="list-style-type: none"> • investors to electronically register their interest to receive an offer document and ensure all applicant registration data is captured in a format that will allow for registration of securities should that applicant be allocated as part of an Offer • the generation of electronic acknowledgment via email and potentially SMS to pre-registrants confirming their successful pre-registration • the potential web-casting of the pre-registration and subsequent launch events and the online viewing of offer-related advertising materials including television commercials and/or invitational addresses by Ministers or senior Company management • offer information to be communicated simply and effectively (in English and potentially other languages) • dedicated media web pages only accessible to selected media representatives that will provide a central dissemination point for offer-related media materials such as press releases, images and other information 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> • monitor the performance of the pre-registration Offer Website and provide usage statistics and daily reports to the JLMs and The Treasury • design and implement data transfer solutions to support the expected large volume of post-launch information with the security specifications required to transfer this data and to transact significant sums of public monies • provide web-hosting and data transfer services of website collected data, or if web-hosting and data transfer services are subcontracted or provided by another supplier, co-operate and liaise with the service provider to support the efficient and cost effective delivery of the services to make later logistical processes as efficient as possible 	
10.	Services over the broker firm phase of each Offer	
	<p>The Respondent must confirm its ability to provide the following services during the broker firm phase of each Offer:</p> <ul style="list-style-type: none"> • design, implement, host and manage features on the Offer Website that will allow: <ul style="list-style-type: none"> • dedicated Broker/Planner web pages only accessible to approved NZX/ASX broker and financial planner organisations to provide relevant information and documentation to support the broker firm offer and general public offer and their associated procedures • a mechanism for recording pre-registrations (and on-line applications once the offer has opened) that occur as a result of a click-through from a 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	broker/planner website in order to award a “stamping fee” to that broker/planner in the event of that applicant ultimately receiving an allocation under the general public offer	
11.	Services over the offer period for each Offer	
	<p>The Respondent must confirm its ability to provide the following services during the offer period for each Offer:</p> <ul style="list-style-type: none"> • provide advice on how the offer document can be most effectively accessed via the internet without altering any content, (ensuring any electronic document lodged on the Offer Website contains an exact replica of all the material in the printed version), whilst providing the potential investor with easy access to facilitate an efficient review of the document e.g. via an interactive PDF document • facilitate the production of an electronic version of the offer document if necessary (e.g. CD-ROM or other format) • work with The Treasury and other service providers to determine preferred options for online payment • build additional functionality for the Offer Website that will allow: <ul style="list-style-type: none"> • the generation of electronic messages via email and potentially SMS advising pre-registrants that the offer is open, with the potential for follow up messages during the offer period, if required • the provision of RSS feeds to allow potential investors to know when updates to the site have been made 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> • potential investors with either broadband or dial-up internet connections to access the Offer Websites effectively and efficiently download electronic versions of the offer documentation and other materials on the Offer Websites, to the maximum extent possible • the secure electronic lodgement of application forms including associated payment of application monies using electronic means and secure transfer of that application and payment data to the Application Processing Centre and Banker to the Issue as relevant (Note: it is currently not intended to allow payment of application monies via credit card) applicants who do not wish to apply online to print out the offer document and application form with the intent of delivering a hard copy of the application form to the Application Processing Centre (together with their payment) • generation of electronic acknowledgement via email and potentially SMS to applicants confirming the application has been successfully received 	
12.	Services post completion of each Offer	
	<p>The Respondent must confirm its ability to provide the following services post completion of each Offer:</p> <ul style="list-style-type: none"> • build additional functionality into the Offer Website that will allow applicants to log in to confirm their allocation of shares in consultation with the Share Registry • facilitate any person, organisation or Government body 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	tasked by The Treasury to conduct an audit of the MOM Programme Website, Offer Websites, Project Extranet and all other digital interfaces and data	
13.	Accessibility	
	<p>The Respondent must:</p> <ul style="list-style-type: none"> ensure that content design balances the need for quality and minimal file download times with particular consideration for customers with lower bandwidth or poor telecommunications infrastructure recognise the diversity of devices, configurations, and preferences of consumers of internet content (including reasonable range of browsers, internet-enabled devices and assistive technologies such as screen-readers) ensure the website is capable of supporting, at a minimum, the following browsers: <ul style="list-style-type: none"> Internet Explorer versions 6/7/8/9 and any later release versions Firefox 3.X and any later release versions Safari 4.X and any later release versions Google Chrome (all release versions) ensure browser testing occurs prior to the site going live. (The site/applications should also degrade gracefully for other browsers not included in the supported browser list) 	
14.	Website security and redundancy	
	The Respondent is required to provide a detailed website hosting	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<p>proposal, as appropriate for a high volume website. This should include:</p> <ul style="list-style-type: none"> • robust redundancy and load capacity/balancing solutions, including pre-launch load testing • 24/7 technical support provisions for potential website downtime (note that Part B5 requires the Respondent to provide a copy of its business continuity plan) • results of a self-assessment against the Cloud Security Alliance's "Cloud Controls Matrix" or a similar framework • a statement of the security standards the website complies with • results from recent independent external audits of its ICT security <p>The Respondent must confirm that the system provided is within the New Zealand or Australian jurisdiction – i.e. that all data must be stored in either New Zealand or Australia, and the Respondent must be incorporated in New Zealand or Australia. The Respondent must confirm that it does not sub-contract any ICT services to third party providers outside of New Zealand or Australia.</p>	
15.	Website archiving	
	<p>To ensure that The Treasury can meet its record-keeping obligations under the Public Records Act and Official Information Act, the Respondent must maintain logs of all website updates, and retain snapshots of all website text and metadata after each update of page content. The Treasury must be able to access snapshots of any page taken at any point in the page's lifetime on the website.</p>	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
B.2 Receipt and processing of pre-registration requests and offer applications		
16	Services over the pre-launch phase	
	<p>The Respondent must confirm its ability to provide the following services in relation to the pre-launch phase of the MOM Programme:</p> <ul style="list-style-type: none"> • establish systems and protocols for the storage, transmission, interpretation and reconciliation of pre-registrant and Offer applicant data in advance of the first Offer, the estimated timetable for which is contained in paragraph 3 of Part A of Schedule 1 • undertake testing to ensure the systems and protocols established for the storage, transmission and reconciliation of pre-registrant and offer applicant data are robust in advance of the first Offer • establish and test the systems and protocols in consultation with other relevant service providers, particularly the supplier providing the Offer Services described in Part B.1 (if different), The Treasury, the JLMs and the Share Registry • development of pre-registration and offer application forms in a form that allows the efficient recording of data in an agreed format 	
17.	Pre-registration	
	<p>The Respondent must confirm its ability to provide the following services in relation to the pre-registration phase of the Offers:</p> <ul style="list-style-type: none"> • receive and store real-time data from pre-registration requests to a central database. Pre-registration requests may be received in electronic, hard copy or through the Call Centre. The Respondent will work closely with the supplier of 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<p>the Offer Services in Part B.1 (unless the same Respondent is appointed to Part B.1 and Part B.2).</p> <ul style="list-style-type: none"> • liaise with The Treasury, the JLMs and the Printing, Paper and Envelope Sourcing Supplier in the determination of the quantity of Offer documents to be printed based on pre-registration requests and other information • after the close of the pre-registration period, liaise with the Mail House to organise for Offer documents to be mailed to the list of pre-registrants that request a hard copy of the Offer document. • in consultation with the successful Respondent providing the services under Part B.1 above and the Call Centre, create protocols for the receipt and storage of pre-registration data in accordance with relevant laws such that information can be used in subsequent Offers in the MOM Programme • provide pre-registrant statistics and daily reports to The Treasury, the JLMs and other service providers as instructed • implement data transfer solutions to support the expected large volume of pre-registrant and Offer applicant data to the Mail House and Share Registry respectively, with the security specifications required to transfer or make this data available • where required provide web-hosting services, or if web-hosting services are provided by the supplier of the Offer Services in Part B.1, co-operate and liaise with the service provider to support the efficient and cost effective delivery of the services to make later logistical processes as efficient as possible. 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
18.	Offer application processing	
	<p>The Respondent must confirm its ability to provide the following services in relation to the offer application phase of the Offers:</p> <ul style="list-style-type: none"> • following the opening of the offer, receive and store real-time data from offer applications to a central database. Offer applications may be received in electronic form (through the Offer Website) or hard copy form, that are either printed from the Offer document contained on the website or from a printed hard copy of the Offer document. • following the processing of offer applications, periodically transfer or make available the applicant information to the Share Registry in an agreed format (only where the supplier of the Offer Services in Part B.2 is not also the Share Registry for the relevant Offer) • assist other relevant service providers where required to manage unsuccessful or incorrect payments into the Offer bank account by applicants, where online payment of application proceeds is utilised on any of the Offers • assist other relevant service providers where required to put in place protocols to minimise and manage fraudulent applications or multiple applications from single investors • in consultation with the supplier providing the Offer Services in Part B.1 (if different) provide acknowledgement to applicants confirming the application has been successfully processed • work with the Share Registry and New Zealand Stock Exchange to obtain Common Shareholder Numbers for applicants where required • in consultation with other relevant service providers receive, 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	store, transmit and interpret Offer application data and make such information readily available and accessible in an appropriate form for reconciliation with application proceeds received through the Offer period	
B.3 Mail House Services		
19.	Services	
	<p>The Respondent must confirm its ability to perform the following across the MOM Programme:</p> <ul style="list-style-type: none"> • establish and maintain a database of addresses and other relevant applicant information for each of the Offers • facilitate integration with the Printing, Paper and Envelope Sourcing Supplier to minimise document handling and delay from printing to mail box • coordinate the storage of all Offer related communications in a safe, secure and accessible storage location prior to mailing • coordinate the timely dispatch of all Offer related communications • if required, manage the collation of Offer documents with application forms throughout the Offer period • liaise with the Call Centre twice daily during the Offer period to arrange for relevant Offer documents to be mailed as requested • liaise with the Share Registry as required to ensure timely dispatch of Securities Transaction Statements following the relevant Offer. 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
B.4 Call Centre Services		
20.	Services	
	<p>The Respondent must confirm its ability to perform the following across the MOM Programme:</p> <ul style="list-style-type: none"> • assist in establishing systems to achieve a seamless interface between the Call Centre, Application Processing Centre, Share Registry and the Mail House • arrange a Call Centre telephone number which is operational over the time period and during the hours specified by The Treasury or the JLMs • settle a script of responses to a range of questions during each phase of each of the Offers including to: <ul style="list-style-type: none"> • calls regarding the MOM Programme • calls regarding pre-registration • calls following the launch of the Offers • calls relating to processing of Offer applications • calls following allotment of shares, in response to the mail out of Securities Transaction Statements and cheques, if required, at the completion of the Offers • recruit and train staff in relation to the scripted responses to questions and when queries should be escalated to a supervisor • prepare Call Centre automated messages for each stage of the Offers and manage and advise on revisions to these messages • report on the volume, source and nature of calls on a daily basis 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> • develop systems for monitoring calls and analysing any particular issues which arise or feedback which is gathered during all phases of the Offers, as well as providing reports detailing this information to The Treasury and the JLMs on a daily basis • if decided upon, undertake an outbound calling programme • liaise with the Mail House twice daily during the Offer periods to arrange for forms and offer documents to be mailed to callers as requested 	
B.5 General services and other undertakings (all Respondents to confirm ability to provide)		
21.	Services	
	<p>Without limitation to the specific obligations detailed in Part B.1 to B.4, the Respondent must confirm its ability to perform the following:</p> <ul style="list-style-type: none"> • advise the JLMs and The Treasury on the conduct of the Offers as required by the JLMs or The Treasury • participate in any meetings in connection with the Offers, wherever held, as reasonably requested by the JLMs or The Treasury or as necessary for the proper implementation of the Offers • participate in any committees and/or working groups in connection with the Offers • assist with the development and implementation of the risk management plan, fraud control plan and/or other plans, processes and strategies in connection with the Offer and perform the Offer Services in compliance with such plans • liaise and co-operate with any other parties who are assisting the JLMs and/or The Treasury with the implementation of the Offers 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> • prepare, implement, review, develop and comply with such reports and advice as may be required by the JLMs or The Treasury, including: <ul style="list-style-type: none"> - reports detailing progress achieved in the performance of the Offer Services, noting The Treasury will reserve the right to terminate the appointed preferred Respondent(s) for non-performance relative to the requirements of the executed Contract for Services - reports highlighting key issues faced by the Supplier in performing the Offer Services - reports identifying emerging strategic threats and opportunities to the performance of the Offer Services - a risk management plan, in consultation with the JLMs and The Treasury, for the Offer Services that can be incorporated into the broader Offer risk management plan developed by the JLMs and The Treasury - a business continuity plan, in consultation with the JLMs and The Treasury, in relation to the Offer Services - a detailed project timetable for the performance of the Offer Services, in consultation with the JLMs and The Treasury. • prepare and provide to the JLMs such sign-offs on the performance of the Offer Services as required by and in consultation with the JLMs or The Treasury • refer any inquiries from media to a contact specified by The Treasury and otherwise comply with all reasonable directions from The Treasury, the JLMs, the Programme Communications Advisor and Crown IPO Communications 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<p>Advisor in relation to media or public relations matters</p> <ul style="list-style-type: none"> • prepare a written evaluation of the activities and aspects of the Offers undertaken by the Supplier (post completion report) within one calendar month after the completion date as specified in the Contract for Services • advise and assist the JLMs and The Treasury with respect to any post-completion matters as required by the JLMs or The Treasury including, without limitation, advice and assistance with any warranty claims or queries • provide detailed and auditable reports (in a form and manner as required by the JLMs or The Treasury) on a regular basis summarising the status of activities under their management and ad hoc activity reports including but not limited to activity reports on the volume of pre-registration and geographical allocation (in a form and manner as required by the JLMs or The Treasury) • allow the JLMs, The Treasury and any other party nominated by the JLMs or The Treasury to access, inspect and copy (in such format as the JLMs or The Treasury require) an auditable documentation trail on all aspects of the performance of the Offer Services, including a financial account trail to justify payment or reimbursement for Offer Services and to satisfy any audit processes in connection with the Offers including any audit • allow the JLMs, The Treasury, or any persons authorised in writing by the JLMs or The Treasury, to access premises occupied by the relevant service provider where the services are being performed including for the purpose of conducting logistical risk assessments (which may, for example, include checking technical processes the relevant service provider is 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	using or proposes to use in connection with the performance of the services and the integration of such processes with the processes being adopted by other service providers, advisers or suppliers to the project)	
22.	Other Services	
	The Respondent must confirm its ability to provide other services as requested by the JLMs or The Treasury which are usually performed as part of, or which are reasonably connected to, such a role in respect to a fully marketed offer of listed securities.	
23.	Ancillary or related services	
	The Respondent must confirm its ability to provide additional services that fall outside the list of services described in Parts B.1 to B.4 on Schedule 1 but which are ancillary to or relate to that list of services, which will be charged in accordance with the agreed rates set out in the Contract for Services. The Supplier will be required to provide such ancillary or related services at The Treasury's request.	
24.	Working closely with other parties	
	<p>In performing the Offer Services, the Supplier(s) will work closely with all relevant Crown agencies involved in the MOM Programme, The Treasury the JLMs, legal advisors and service providers in support of the Offers and will perform the Offer Services in accordance with and in order to promote the Crown Objectives.</p> <p>The Supplier(s) will be required to, without limitation to the foregoing, work closely with the following parties in performing the Offer Services:</p> <ul style="list-style-type: none"> • Programme Communications Advisor 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> • Crown IPO Communications Advisor • Company Communications Advisor • Advertising Agency • Market Research Advisor • Share Registry • Special Needs Advisor • Design House • Banker to the Issue • Printing, Paper and Envelope Sourcing Supplier • Technology Advisor (where applicable) • Pre-registrant and Offer application processor (where applicable) • Mail House (where applicable) • Call Centre (where applicable) <p>The Respondent must demonstrate and confirm its ability to work closely with multiple other parties in performing the Offer Services.</p>	
25.	Security	
	<p>The Supplier(s) will have access to confidential and sensitive information at The Treasury that must be protected. The Respondent must demonstrate and confirm its ability to:</p> <ul style="list-style-type: none"> • comply with The Treasury's security requirements • enforce security in a manner compliant with controls defined in NZISM⁸ across all systems, functions and processes delivered as part of the service. Note that this requirement is not limited to information technology services 	

⁸ <http://www.gcsb.govt.nz/newsroom/nzism.html>

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> provide for the secure disposal of surplus sensitive material and waste in a manner compliant with the controls defined in NZISM. 	
26.	Relevant experience	
	<p>The Respondent should provide details of:</p> <ul style="list-style-type: none"> their experience in undertaking projects of a similar nature and scale involving large publicly marketed capital markets transactions and/or complex projects for government or non-government clients the Respondent's experience in working and integrating with other service providers on large publicly marketed capital markets transactions and/or complex projects for government or non-government clients Clients that the Respondent has provided similar services to and any references 	
27.	Fee proposal	
	<p><i>Instructions on presentation of the fee proposal component of Offer Services detailed in Part B.1</i></p> <p>Respondent's submitting a proposal in relation to Offer Services detailed in Part B.1 must break their fee proposal into the following two components:</p> <ul style="list-style-type: none"> a fee proposal for the establishment of the MOM Programme Website and the first Offer Website and all related services set out in Part B.1 that would be provided from the commencement of the Contract for Services until the conclusion of the first Offer; and 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> a fee proposal for the establishment of each subsequent Offer Website and all Offer Services set out in B.1 which would be provided in relation to a each subsequent Offer. <p>In providing a fee proposal for subsequent Offers, Respondents should assume that each Offer in the MOM Programme will have the capacity requirements set out in paragraph 4 of Part A of Schedule 1, but should note that decisions may be taken at a later date around offer size or structure which would mean that the requirements could be significantly different. It is intended that this will be reflected in the Contract for Services</p> <p>Where prices are volume-dependent, Respondents should identify how a change up or down in capacity requirements would impact on their fee proposal.</p>	
	<p><i>General instructions in relation to presentation of fee proposals</i></p> <p>Respondents must provide a fee proposal in relation to all of the Offer Services they are proposing to provide. If a Respondent is providing a fee proposal relating to more than one of the Offer Services as package, the Respondent must also separately detail what their fee proposal is in respect of each of the separate Offer Services forming part of the package on a standalone basis.</p> <p>For example, where the Respondent is submitting a proposal to provide Offer Services in Parts B.1, B.2, B.3 and B.4, the Respondent should provide a fee proposal for providing all of the four Offer Services as a package which demonstrates how the fees can be structured in a way that benefits The Treasury to the maximum</p>	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	extent. In addition, the Respondent should also separately provide a fee proposal for each of the Offer Services in Parts B.1, B.2, B.3 and B.4 which form part of the package, on a standalone basis.	
	<p><i>General instructions in relation to presentation of fee proposals</i></p> <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"> • 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. 	
28.	Draft Contract for Services	
	Respondents must populate the draft Contract for Services attached as Schedule 4 with their proposed schedule of services	
	<ul style="list-style-type: none"> • Respondents (B.1 only) must confirm whether they accept the acceptance testing regime attached as Schedule 5, and populate any parts of Schedule 5 that are in "skeleton" or "place holder" form. If the Respondent thinks it will be unable to accept any part of the acceptance testing regime, it should submit an alternative acceptance testing regime and explain why it is better suited to this proposal. 	
	Respondents (B.1 only) must confirm whether they accept the change management regime attached as Schedule 6, and if the Respondent thinks it will be unable to accept any part of the change	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	management regime, it must state the reasons it is unable to do so and provide alternative wording, by way of marked up changes	
	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	
	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).	
	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	
	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	
	As noted above, 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	
28.	Conflicts of interest	
	<p>The Respondent must:</p> <ul style="list-style-type: none"> confirm that they would have no conflict of interest or potential conflict of interest if it was to perform the Services 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<p>set out in this RFP; or</p> <ul style="list-style-type: none"> if the Respondent would have a conflict of interest or potential conflict of interest the Respondent must disclose this or these interests. 	
29.	Personnel	
	<p>The Respondent must identify the key personnel that will provide the Offer Services, including their relevant experience, and what their role in the provision of the Offer Services will be. The Respondent must also be able to provide a commitment:</p> <ul style="list-style-type: none"> that sufficient personnel will be made available to ensure delivery of the Offer 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. 	
30.	Term	
	<p>The Respondent must:</p> <ul style="list-style-type: none"> 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; 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; 	

REQUIREMENT NO.	SERVICE REQUIREMENTS (AS SET OUT IN PART B OF SCHEDULE 1)	DETAILED RESPONSE
	<ul style="list-style-type: none"> 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. 	

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

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

Start Date		Reference Schedule 2 clause 1
End Date		Reference Schedule 2 clause 1

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

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

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

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

Description of Services

[Insert a concise description of the Services to be provided. Use the questions as prompts]

Description of Services

[What is the nature of the Services?]

[What are the overarching goals, objectives and outcomes you want to achieve?]

[How should the Services be delivered?]

[Refer to any proposal prepared by the Supplier only if this helps describes any aspects of the Service]

Deliverables

[What are the key Deliverables or outputs?]

[What are the specific tasks the Supplier must complete?]

[What are the specific Milestones? Describe each Milestone and its due date]

[Describe any specific records that need to be created and delivered to the Buyer at the end of the Contract]

The Supplier must follow the Acceptance Testing regime set out in Schedule 3

Performance Standards

[What quality standards apply?]

[How will these be measured?]

[When will they be measured and by whom?]

Change management

The parties will follow the Change Management regime set out in Schedule 4

Business continuity

The Supplier must follow the Business Continuity Plan set out in Schedule 5 upon the occurrence of a "Business Continuity Event" (as that term is defined in Schedule 5)

Fees

Reference Schedule 2
clause 3

The Supplier's fee for the work done must be calculated on the following basis:

[Choose one option, insert relevant details and delete remainder]

Fixed Fee

A fixed Fee of \$[] excluding GST.

OR

Hourly Rate

For each hour worked an hourly rate of \$[] excluding GST, up to a total maximum of \$[] excluding GST.

OR

Daily Rate

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.

OR

Personnel Rates and/or Approved Personnel Rates

[Hourly/daily rates] for each of the [Approved] Personnel, to a total maximum of \$[] excluding GST, in accordance with the following table of rates:

[Approved] Personnel	[Hourly/daily rate] (exc GST)	Total hours	Total fees
Total chargeable hours		[Insert total]	
Total chargeable fees (excluding GST)			[Insert total]

Expenses Reference Schedule 2 clause 3	<p>[Choose one option, insert relevant details and delete remainder]</p> <p>No expenses are payable.</p> <p>OR</p> <p>Actual and reasonable — general expenses</p> <p>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:</p> <ol style="list-style-type: none"> the Buyer has given prior written consent to the Supplier incurring the expense the expense is charged at actual and reasonable cost, and the claim for expenses is supported by GST receipts. 															
	<p>OR</p> <p>Actual and reasonable — specified expenses</p> <p>The Buyer will pay the Supplier's actual and reasonable expenses incurred in delivering the Services up to the total maximum amounts stated:</p> <table border="1" data-bbox="497 667 1458 815"> <thead> <tr> <th data-bbox="497 667 874 748">Item of expense</th> <th data-bbox="874 667 1043 748">Number of items</th> <th data-bbox="1043 667 1225 748">Cost (exc GST)</th> <th data-bbox="1225 667 1458 748">Total max cost (exc GST)</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 748 874 784"></td> <td data-bbox="874 748 1043 784"></td> <td data-bbox="1043 748 1225 784"></td> <td data-bbox="1225 748 1458 784"></td> </tr> <tr> <td colspan="3" data-bbox="497 784 1458 815">Total maximum costs (excluding GST)</td> <td data-bbox="1225 784 1458 815">[total costs]</td> </tr> </tbody> </table>				Item of expense	Number of items	Cost (exc GST)	Total max cost (exc GST)					Total maximum costs (excluding GST)			[total costs]
Item of expense	Number of items	Cost (exc GST)	Total max cost (exc GST)													
Total maximum costs (excluding GST)			[total costs]													

Daily Allowance Reference Schedule 2 clause 3	<p>[Choose one option, insert relevant details and delete remainder]</p> <p>No allowances are payable.</p> <p>OR</p> <p>The Supplier is entitled to charge the following allowances:</p> <p>[]</p>			
--	---	--	--	--

Invoices Reference Schedule 2 clause 3.2.	<p>The Supplier must send the Buyer an invoice for the Charges at the following times:</p> <p>[Choose one option, insert relevant details and delete remainder]</p> <p>On completion of the Services.</p> <p>OR</p> <p>On the last day of each month for Services delivered during that month.</p> <p>OR</p> <p>On the following dates subject to completion of relevant Deliverables or Milestones.</p> <table border="1" data-bbox="497 1294 1458 1415"> <thead> <tr> <th data-bbox="497 1294 737 1375">Deliverable</th> <th data-bbox="737 1294 976 1375">Milestones</th> <th data-bbox="976 1294 1216 1375">Due date</th> <th data-bbox="1216 1294 1458 1375">Amount (exc GST)</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 1375 737 1415"></td> <td data-bbox="737 1375 976 1415"></td> <td data-bbox="976 1375 1216 1415"></td> <td data-bbox="1216 1375 1458 1415"></td> </tr> </tbody> </table> <p>[Insert following clause only if invoice is to be sent to someone other than the Buyer's Contract Manager]</p> <p>The Supplier's invoice must be sent to the Buyer for the attention of [insert name of position/person, and address if necessary].</p>				Deliverable	Milestones	Due date	Amount (exc GST)				
Deliverable	Milestones	Due date	Amount (exc GST)									

Changes to Schedule 2 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"> 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 b. if the other Party gives prior written approval to the use or disclosure c. if the use or disclosure is required by law (including under the Official Information Act 1982) or parliamentary convention, or 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. <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>
Additional clause/s	<p>[set out any new clauses that are in addition to Schedule 2 of this Contract – otherwise state 'None']</p> <p>The following clause is inserted as clause 2.9:</p> <p>“The Parties recognise that there will be personal information to be stored and transferred as part of the Services and Deliverables. The Supplier must ensure that all Services and Deliverables, and any storage or transfer of private information to, from, or within a system (whether in New Zealand or overseas) as part of those Services and Deliverables, will comply with the Privacy Act 1993 and be done to the Buyer's satisfaction.”</p>
Attachments Reference 'Contract documents' described at page 1	<p>Schedule 3 – Acceptance Testing Regime</p> <p>Schedule 4 – Change Management Regime</p> <p>Schedule 5 – Business Continuity Plan</p>

Schedule 5: Acceptance Testing Regime

Schedule []: Acceptance Testing Regime

1. Definitions

1.1 In this Contract, unless the context otherwise requires:

Acceptance means the date on which the Buyer certifies satisfactory completion of the Testing Processes, and “Accepted” has a corresponding meaning;

Development Environment means the technical infrastructure to be implemented in accordance with the Specifications for that environment, that is to be provided by the Supplier, in which development of the Deliverables and the Performance Testing will occur;

Design Phase means [];

Development Phase means [];

Development Phase Deliverable means all items identified in this Contract or as otherwise agreed between the parties that are to be prepared, developed or supplied by the Supplier during the Development Phase;

Development Plan means the operative document described in the Project Plan which sets out the development methodology path that the Supplier will follow in the development of the Deliverables;

Functional Test Environment means the [] to be implemented in accordance with the Specifications for that environment, provided to the Buyer by the Supplier, in which Functional Testing will occur;

Functional Test Plan means a description of test cases that relate to the functioning of the Deliverables in the Functional Test Environment;

Functional Test Requirements means in relation to [], the relevant Requirements and Interface Requirements;

Interface means those interface components developed or to be developed by the Supplier to function and perform in accordance with the Interface Requirements;

Interface Requirements means the interface requirements set out in [];

Minor Errors means faults in any Deliverable that are of such minor nature that they do not on reasonable grounds prevent the Buyer from using those Deliverables for the purposes provided for in this Contract except where any such fault when taken together with all such other faults identified during a Test Pass, results in efficient use of the Development Phase Deliverable being materially impaired;

Performance Test Plan means a description of test cases that relate to the performance of the Deliverables in the Development Environment;

Project Plan means the project plan set out in [];

Quality Standard means in relation to a Deliverable the quality standards that are to apply in relation to the review, approval, agreement, acceptance or sign off of a Deliverable (both specific and general) as set out in [];

Requirements means the statement of the general specifications for the Deliverables[, as confirmed during the Design Phase], and set out in [];

Review Process means the process for the Buyer's review of the Deliverables and all other Documentation set out in Annexure 1 to this Schedule;

Specifications means the specifications set out in [];

Test Objectives has the meaning set out in clause 2.3;

Test Pass is the period required to:

complete a single execution of the Functional Test Plan in relation to a Deliverable; and

issue a Test Pass Report,

and the maximum periods of time allowed for different Test Passes are set out in [];

Test Pass Report means a report on:

- (a) the tests that have been run during a Test Pass;
- (b) tests successfully concluded;
- (c) tests in which the relevant acceptance criteria has not been met (a "testing failure"); and
- (d) those testing failures that the Supplier considers to be Minor Errors; and

Testing Processes are described in clauses 5-8 of Annexure 1 of this Schedule.

2. Review, Acceptance and Remedies

2.1 Review Process and Testing Processes

Review and approval of the Deliverables for the Design Phase and Documentation and Acceptance of the Deliverables for the Development Phase is conditional upon those Deliverables having successfully completed the relevant Review Process and Testing Processes by the date for completion set out in this Contract and the Supplier having performed all relevant actions required by this Contract as of such date. Any review conducted or Acceptance of such Deliverable is only provided by the Buyer for the purposes of payment in relation to that Deliverable. The Supplier acknowledges and agrees that the Buyer is relying on the Supplier's professional skills and know how in the preparation of the Deliverables, to ensure that those Deliverables meet the Specifications or any other sets of specifications agreed between the parties before or during the Design Phase and meet the Requirements.

2.2 Design Phase and all Documentation

The following process applies during the Design Phase:

- (a) Upon delivery of the Deliverables to be prepared or developed in the Design Phase of this Contract and upon delivery of any Documentation, the Buyer will review those Deliverables in accordance with the Review Process described in Annexure 1 in order to determine whether or not they conform to the Requirements for those Deliverables and are otherwise in a form and content satisfactory to the Buyer. The Review Process must be completed by the date or dates specified in the Project Plan for the completion of the same (if any).
- (b) If the requirements of clause 2.2(a) are satisfied then the Buyer will promptly notify the Supplier in writing and the Supplier will promptly begin work on the Development Phase.
- (c) If the requirements of clause 2.2(a) are not satisfied, then the Buyer may, in addition to any other remedy the Buyer may have:
 - (i) agree to an extension of time for the completion of the Review Process, on such terms as the Buyer will then specify;
 - (ii) accept the relevant Deliverables upon terms acceptable to the Buyer; or
 - (iii) if the relevant Deliverables are not likely to be able to meet the Requirements within the time specified in the Project Plan terminate this Contract.

2.3 Development Phase (other than Documentation)

The Supplier is responsible for carrying out all Testing Processes in accordance with Annexure 1 and the provision of the results of that testing to determine the following (**Test Objectives**) whether:

- (a) [the Deliverables meet the Interface Requirements and have passed the Testing Processes and otherwise conform to or with the Specifications and Requirements; and]
- (b) *[insert other testing criteria as applicable.]*

2.4 Successful completion

If the Buyer determines that the Deliverables for the Development Phase have met the Test Objectives, the Buyer will certify to the Supplier that those Test Objectives have been satisfied and the Deliverables will thereupon be deemed to be Accepted.

2.5 Problems during Testing Processes

The Testing Processes may be repeated as many times as the Buyer may deem to be necessary in accordance with Annexure 1 until the Deliverables are Accepted or the Buyer may take the actions specified in clause 2.6.

2.6 Testing failure

If the Deliverables for the Development Phase are not Accepted by the end of the period specified in the Project Plan, then in addition to any other remedy the Buyer may have, the Buyer may elect to:

- (a) agree to an extension of time for the completion of the Testing Processes, on such terms as the Buyer will then specify;
- (b) accept the Deliverables upon terms acceptable to the Buyer; or
- (c) if the relevant Deliverables are not likely to be able to meet the Requirements within the time specified in the Project Plan, terminate this Contract.

Annexure 1: Review and Testing Process

1. Review Process

Clauses 1-4 of this Annexure 1 apply to the review of Design Phase Deliverables and all Documentation identified in this Contract.

1.1 The Supplier checks that the Design Phase Deliverable or Documentation has undergone all Supplier internal project reviews and is ready for approval and sign off.

1.2 The Supplier prepares the following form:

“[RE:]

The above mentioned Design Phase Deliverable or Documentation has been provided to all internal project reviewers identified in the approved sign-off matrix for this Deliverable for their review and in their opinion meets the Requirements for this Deliverable. On this basis, I am of the opinion that this Deliverable is now ready for approval.

Supplier

Name

Date”

and submits this to the Buyer, together with the updated Design Phase Deliverable or Documentation.

1.3 The Buyer reviews the Design Phase Deliverable or Documentation provided and arranges any reviews to be carried out to determine whether the Design Phase Deliverable or Documentation meet the Quality Standards required.

1.4 The Buyer then documents any reasons why, in its view, the Design Phase Deliverable or Documentation does not conform with clause 1.3 of this Annexure 1 (such reasons being referred to as **Deficiencies**).

1.5 If there are no Deficiencies, the Buyer then signs off on the Design Phase Deliverable or Documentation.

1.6 If there are Deficiencies, the Buyer documents the Deficiencies and gives them to the Supplier.

1.7 The Supplier reviews the documented Deficiencies and arranges for any appropriate changes to be made to the Design Phase Deliverable or the Documentation. The Supplier then identifies to the Buyer whether or not a change has been made to the Design Phase Deliverable or the Documentation to address this and, if not, why not.

1.8 The Buyer reviews the Design Phase Deliverable or Documentation provided and determines whether there are any outstanding Deficiencies.

1.9 If there are Deficiencies, the Buyer may escalate the matter to [].

1.10 If there are no Deficiencies, then the Buyer signs off on the Design Phase Deliverable or Documentation.

2. General Quality Standards

- 2.1 The following are the general Quality Standards that are to apply in relation to the Design Phase Deliverables and Documentation. Design Phase Deliverables and other Documentation subject to the Review Process:
- (a) will be clear, unambiguous and complete so as to be understood by the Buyer;
 - (b) will conform to its description;
 - (c) will be consistent in content with any other Deliverable;
 - (d) if the Deliverable is a plan or approach, it will be feasible and practicable and will not impose obligations or requirements on the Buyer beyond those already contemplated in this Contract;
 - (e) will be of a professional quality and the processes and techniques used in producing them are in accordance with recognised professional business standards in the information technology industry, and these have been diligently followed; and
 - (f) will be factually correct based on all information available to the Supplier.

3. Specific Quality Standards

- 3.1 The specific Quality Standards that are to apply in relation to the Design Phase Deliverables as the parties may agree from time to time and which will be documented in the following chart:

• Deliverables	Specific Criteria for Review/Acceptance

4. Obligations with respect to elapsed time

- 4.1 The Supplier must complete step 1.2 on or before the date identified as the due date for the relevant Design Phase Deliverable or Documentation in the Project Plan or as otherwise agreed between the parties.

5. Testing Processes

- 5.1 Clauses 5-8 apply in relation to the testing of all Development Phase Deliverables to be supplied under this Contract.
- 5.2 The Functional Testing to be carried out by the Supplier pursuant to clause 2.3 of this Schedule are detailed further in this part of Annexure 1 and will include, without limitation:
- (a) usability testing;
 - (b) security testing;
 - (c) web penetration testing;
 - (d) integration testing;
 - (e) Interface testing;
 - (f) reliability testing; and
 - (g) any other testing reasonably required to determine conformity with the Requirements, required to ensure that the Development Phase Deliverables fulfil the Requirements.
- 5.3 The Testing Processes will be carried out in accordance with the process set out below.

6. Overview

- 6.1 The Testing Processes comprise:
- (a) a series of testing procedures and processes internal to the Supplier, designed to ensure that each Development Phase Deliverable (individually and working together), the subject of such testing is ready and fit for Functional Testing and will meet the Test Objectives; and
 - (b) Functional Testing Processes, to be undertaken by the Supplier in the presence of the Buyer, the purpose of which is to demonstrate that the Development Phase Deliverables (other than Documentation) meets the Requirements.
- 6.2 The Testing Processes to be undertaken by the Supplier comprise:
- (a) Performance Testing;
 - (b) testing of all Development Phase Deliverables (including Interfaces but excluding Documentation) to ensure that each Development Phase Deliverable meets its relevant specification as a stand alone unit ("component testing"); and
 - (c) testing of each Development Phase Deliverable (including Interfaces but excluding Documentation) to ensure that those Development Phase Deliverables when integrated and operating together function and perform in accordance with the relevant specifications ("assembly testing").

The test results from these Testing Processes will be made available to the Buyer prior to the commencement of Functional Testing. If the test results from these Testing Processes show that a relevant Deliverable does not meet the Test Objectives, the Buyer may ask the

Supplier to repeat any such Testing Process and to make any relevant changes to the Deliverables as may be required to meet the Test Objectives.

- 6.3 The Performance Testing will be conducted in the Development Environment which is to be supplied by the Supplier. The Functional Testing will be conducted in the Functional Test Environment.
- 6.4 The Development Environment and the Functional Test Environment are to be established and maintained by the Supplier. Descriptions of the requirements for these environments are set out in [the Specifications] and will conform to any relevant Requirements.

7. Preparation for Functional Testing

- 7.1 Prior to Functional Testing, the Supplier will:
- (a) prepare a Functional Test Plan for review by the Buyer in accordance with the Review Process;
 - (b) make the Functional Test Environment ready for the conduct of that testing;
 - (c) make the Functional Test Environment available for inspection by the Buyer;
 - (d) make results of all component and assembly testing of the Development Phase Deliverable to be next tested available to the Buyer, together with the Supplier's test scripts associated with that testing;
 - (e) develop all test data to be generated manually for those tests;
 - (f) install and load the Development Phase Deliverables, the subject of that next phase of testing, to the Functional Test Environment in executable form; and
 - (g) populate the relevant Functional Test Environment with any data that has been converted to be used in that testing.

8. Functional Testing

- 8.1 Following successful completion of the Supplier's Testing Processes set out in clause 6 and the steps set out in clause 7 of this Annexure, Functional Testing is to be undertaken in relation to each Development Phase Deliverable.
- 8.2 The purpose of Functional Testing is:
- (a) to show that the relevant Development Phase Deliverable operating in its Functional Test Environment satisfies the Functional Test Requirements applicable to that Development Phase Deliverable; and
 - (b) to show that each Development Phase Deliverable satisfies its Functional Test Requirements when operating and in combination with each other Development Phase Deliverable that has already been Functionally Tested.
- 8.3 Upon the conclusion of each Test Pass of a Functional Test the Supplier will issue a Test Pass Report. Unless otherwise agreed:
- (a) all test failures identified in the Test Plan Report (that are not Minor Errors) are to be resolved no later than the start of the next scheduled Test Pass; and
 - (b) in the case of all Minor Errors, Minor Errors are to be resolved prior to Acceptance.

- 8.4 Without limiting the rights of the Buyer pursuant to clause 2.6 of this Schedule, in the event of any test failures or other problems as identified in clause 2.5 of this Schedule the Supplier will have five Business Days to re-conduct the Test Pass, following notification by the Supplier that the problems have been corrected, to ensure the Development Phase Deliverable satisfies clause 8.2 of this Annexure.
- 8.5 Upon the conclusion of a Test Pass of a Functional Test in which it has been demonstrated that:
- (a) all of the relevant test conditions set out in the relevant Test Plan have been applied or performed; and
 - (b) it has been demonstrated that the required results for each of those Testing Conditions:
 - (i) have been produced; or
 - (ii) have been produced, subject only to Minor Errors; and
 - (c) the Requirements have been met;
- and provided the Supplier has complied with its obligations under this Schedule, the Buyer will issue a test certificate.
- 8.6 Unless otherwise agreed, no test certificates will be issued in the Functional Test for the final Development Phase Deliverable until all Minor Errors have been resolved.
-

Schedule 6: Change Management

Schedule []: Change Management

1. Change Procedure for all Changes

1.1 Application of process

The parties will comply with the Change procedure set out in this Schedule:

- (a) for all changes to the scope of the Services (including any Deliverable); and
 - (b) for any new services,
- (a Change).

2. Submission of Change requests and Impact Statements

2.1 Submission of Change requests

Either the Buyer or the Supplier may, at any time, request a Change by submitting to the other party a written Change request (substantially in the form to be agreed between the parties) that describes the Change and the reasons for it.

2.2 Supplier may not refuse Change request

The Supplier must not refuse or reject, whether directly or indirectly, any Change request submitted by the Buyer, unless the implementation of such Change request would be illegal or is technically impossible. Indirect grounds for refusing or rejecting a Change request include:

- (a) demanding unreasonable fees for the proposed Change; and
- (b) imposing conditions for, or specifying any impact or consequences of, undertaking the proposed Change, which are not consistent with the scope of the proposed Change or the ability of the Supplier to implement the proposed Change.

2.3 Preparation of Impact Statement

For each Change request made by the Supplier or the Buyer, the Supplier will undertake an assessment of the Change and provide to the Buyer a written statement describing the Change and its impact (the **Impact Statement**) as follows:

- (a) if the Supplier is submitting the Change request, with its Change request; or
- (b) if the Buyer has submitted the Change request, within 10 Business Days (or such other period as may be agreed by the parties, acting reasonably).

2.4 Content of Impact Statement

Each Impact Statement will specify, in reasonable detail:

- (a) the Change, its feasibility, and how and when it will be implemented;
- (b) the impact of the Change on the Services, milestones, other timeframes, other terms of the Contract and the ability of the Supplier to perform its obligations under the Contract;
- (c) the impact of the Change on the costs to, and resources of, each party (including, in particular, any Charges payable by the Buyer), where relevant, using the pricing approach set out in Schedule 1;
- (d) a breakdown of the price into its components, such as for equipment, personnel, software, etc, where relevant;
- (e) alternative solutions for implementation of the Change, wherever practicable (including pricing);
- (f) the implications of not implementing the Change;
- (g) risk analysis of, and a back out plan (as relevant) for, the Change;
- (h) any other matter reasonably requested by the Buyer or that is likely to be relevant to the Buyer in its consideration of the Change; and
- (i) a draft Change Authorisation Agreement substantially in the form set out in Annexure 2 of this Schedule, and setting out any changes required to the Contract.

2.5 Inclusion of Statement of Work

In the case of new services, or where otherwise appropriate in the circumstances or reasonably requested by the Buyer, an Impact Statement must include a statement of work (**Statement of Work**) the indicative content of which is set out in Annexure 1 of this Schedule. The terms of any Statement of Work must, as far as is reasonably appropriate in the circumstances, be consistent with the terms of the Contract.

2.6 Review of Impact Statements

Within 10 business days (or such other period as may be agreed by the parties, acting reasonably) of receiving an Impact Statement from the Supplier the Buyer will notify the Supplier whether it:

- (a) approves the Impact Statement, in which case the parties will sign the Change Authorisation Agreement approved in the relevant Impact Statement;
- (b) requests changes to the Impact Statement (including the addition of further relevant information), in which case the Supplier will promptly (and in any event within 10 business days or such other period as may be agreed by the parties, acting reasonably) provide to the Buyer an updated Impact Statement that incorporates the Buyer's reasonably requested changes;
- (c) wishes to negotiate the Impact Statement, in which case the parties will promptly (and in any event within five business days) use their best endeavours to negotiate and agree the Impact Statement, and the Supplier will provide to the Buyer an updated Impact Statement that incorporates the parties' agreed changes promptly upon the parties reaching such agreement; or

at its sole discretion:

- (i) in relation to a Change request initiated by the Buyer, withdraw that Change request; or
- (ii) in relation to a Change request initiated by Supplier, reject the Impact Statement,

in which case Supplier will not implement the Change and the Change request and Impact Statement will be of no effect.

2.7 Truncated process

Where the parties have agreed that a Change is:

- (a) relatively minor (in terms of cost and impact and does not involve a material alteration or deviation from the Contract); or
- (b) urgent,

the parties may agree in writing to a truncated change control process to deal with that Change, provided that the following will still apply:

- (c) the Contract Managers will sign a Change Authorisation Agreement substantially in the form set out in Annexure 2 to this Schedule in relation to the Change; and
- (d) once that Change Authorisation Agreement has been signed, it will be deemed that this Contract is amended in accordance with the terms of the Change Authorisation Agreement.

2.8 Supplier's costs

Unless expressly agreed otherwise by the parties in writing (acting reasonably), each party will be responsible for its own costs and expenses incurred in complying with the Change procedure in this Schedule.

2.9 Liability for Changes

The Buyer will have no liability for any costs or expenses in relation to any Change, and the Supplier will not undertake any Change, until both parties have agreed to the details of the Change in a Change Authorisation Agreement.

3. Assistance with Impact Statement

The Buyer will provide the Supplier with:

- (a) information reasonably requested by the Supplier in preparing an Impact Statement that:
 - is, or is likely to be, material to the Impact Statement;
 - is held or controlled by the Buyer; and
 - the Buyer is permitted to provide to the Supplier; and
- (b) such reasonable assistance as is necessary in the circumstances to enable the Supplier to prepare the relevant Impact Statement in accordance with this Schedule.

4. Change Register

4.1 Maintenance of register

The Supplier must prepare and maintain an electronic register (**Change Register**) that details all the current and past Changes that are or have been subject to the Change procedure, and it will promptly make the Change Register available to the Buyer on request.

4.2 Logging Change requests

The Supplier will assign a unique number to each Change request and log the Change request in the Change Register.

4.3 Details

The Change Register must include the following details for each Change:

- (a) a unique number for the Change;
- (b) the date of registration of the Change;
- (c) the name of the originating party;
- (d) a description of the Change; and
- (e) the current status of the Change.

Annexure 1: Form of Statement of Work

Each Statement of Work will include an introduction and background and a description of the following (as applicable):

- requirements;
- equipment;
- scope of work and milestones;
- services;
- responsibilities;
- acceptance criteria;
- contingency plans;
- project management, including necessary changes to relevant plans;
- key personnel;
- plan for deployment;
- Charges; and
- additional terms and conditions (including, as relevant, any required Changes to the Contract and additional warranties and provisions relating to any Deliverables).

Annexure 2: Form of Change Authorisation Agreement

This Change Authorisation Agreement is made on []

between (1) [] (Buyer)

and (2) [] (Supplier)

Background

A. This is a Change Authorisation Agreement for the purpose of the Change process set out in the Services Contract between the Buyer and the Supplier (the **Services Contract**).

B. *[Insert any other relevant background]*

It is agreed

1. Interpretation

1.1 Definitions

Terms defined in the Services Contract have the same meaning when used in this Agreement. In addition, the following terms have the following meanings, unless the context indicates otherwise:

Agreement means this Change Authorisation Agreement, including its schedules;

Effective Date means the date that the parties sign this Agreement or, if two dates, the later date;

[Insert any other relevant definitions]

1.2 Interpretation

The **Background** forms part of this Agreement.

2. Change of the Services Contract

2.1 Change

With effect from the Effective Date, the Services Contract will be amended as follows:

(a) *[references to include the new Statement of Work];*

Execution

Signed as an agreement

[*Buyer*] by

Authorised Signatory

Print Name

[*Supplier*] by

Authorised Signatory

Print Name