

CONSULTANCY SERVICES

Request for Proposal for All of Government Consultancy Services

Accounting/Assurance/Audit/Business Change/Finance and Economics/Human Resources/Marketing and Public Relations/Operations Management and Risk/Procurement and Logistics/Policy, Research and Development/Taxation



Publishing date 27/06/2017

New Zealand Government

New Zealand Government Procurement

PO Box 1473
Wellington 6140
New Zealand

www.procurement.govt.nz
procurement@mbie.govt.nz

CROWN COPYRIGHT © 2016

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Contents

1. Overview of this RFP	6
1.1 What we need	6
1.2 In Scope	6
1.3 Protective Security Services Sub Panel	9
1.4 Consultancy Services Panel Structure	9
1.5 Out of Scope	10
1.6 What is important to us	11
1.7 Why should you bid?	12
1.8 Existing Panel Providers	12
1.9 Indicative spend	13
1.10 A bit about us	14
1.11 About this RFP	15
1.12 Interested? Next Steps	15
1.13 Key Dates	15
2. RFP Details	17
2.1 Our Requirements	17
2.2 Tier Mandatory Requirements	17
2.3 Services Agreement	17
3. RFP Process	19
3.1 RFP Questions	19
3.2 Communication	19
3.3 Questions from Respondents	19
3.4 Status of your Proposal	19
3.5 Submitting your Proposal	19
3.6 Late Proposals	20
3.7 Joint Proposals	20
4. Evaluation	21
4.1 Evaluation Team	21
4.2 Evaluation Process	21
4.3 Secondary Evaluation Process - Protective Security Services Sub Panel	22
4.4 Evaluation Criteria	23
4.5 Mandatory Criteria	23
4.6 Weighted Criteria	24

4.7	Clarification and additional information.....	25
4.8	Selection.....	26
4.9	Negotiations.....	26
4.10	Notification of Successful Respondents.....	26
5.	RFP Terms and Conditions	27
5.1	General.....	27
5.2	Responsibilities of Respondents	27
5.3	Reliance by Respondents	27
5.4	Reliance by the CoE.....	27
5.5	Influencing and undisclosed benefits.....	28
5.6	Ownership and Intellectual Property.....	28
5.7	Public Statements	29
5.8	Confidentiality.....	29
5.9	Rights of the CoE.....	29
5.10	No contractual obligations created.....	30
5.11	No process contract	31
5.12	No anti-competitive behaviour.....	31
5.13	Exclusion of the CoE's liability.....	31
5.14	Amendments and clarifications	31
5.15	Governing law and jurisdiction	32
	Appendix 1: All of Government Consultancy Services Tranches.....	33
	Appendix 2: Glossary.....	34
	Appendix 3: Statement of Requirements.....	38
	Panel of Providers.....	38
	Details of Tiers.....	38
	Tier Allocation	41
	Agency selection of Providers.....	42
	Online Panel Directory	42
	Provider quality scores.....	43
	Pricing.....	43
	Administration Fee.....	44
	Cost savings.....	45
	Invoicing and payment.....	45
	Contract management	45
	Reporting and monitoring.....	46

Service Levels	47
Appendix 4: Cost Savings Methodology and Reporting	48
Overview	48
Job Levels	48
Appendix 5: Protective Security Consultancy Services Sub Panel	50
Appendix 6: RFP Questions	51
Appendix 7: Services Agreement.....	59
Appendix 8: Financial Analysis template	59
Appendix 9: Going Concern Letter.....	59

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

1. Overview of this RFP

1.1 What we need

The Ministry of Business, Innovation and Employment's (MBIE) Centre of Expertise for Consultancy Services (the CoE) has established an All of Government (AoG) solution for the supply of Consultancy Services. The solution is part of the Government Procurement Programme established in 2009.

Business and Finance Consultancy Services Panel was identified as the first of three Consultancy Services Panels to be implemented, however, due to the size and scope of the Business and Finance Consultancy Services market, the decision was made to divide the solution into manageable tranches for both Providers and the CoE. Tranche 1 and Tranche 2 solutions have now been established and together complete the Business and Finance category of the Consultancy Services Panel.

The Consultancy Services Panel has been established to make the procurement of Consultancy Services easier for Providers and Eligible Agencies, reward quality, provide more transparency and to achieve value for money.

The Consultancy Services Panel is open in nature and Providers may be added and removed throughout the life of the solution. The CoE is now seeking additional providers who have the capability to deliver quality, value for money Consultancy Services to join the panel.

Please note that we plan to use a phased approach for future tranches of Consultancy Services which will likely be subject to separate open Request for Proposal (RFP) processes with respect to Property and Construction, and ICT Consultancy Services.

1.2 In Scope

The scope of this RFP includes all Business and Finance Consultancy Services.

Consultancy Services is defined as the provision of external expert knowledge and services which is linked to a defined outcome, typically with remuneration linked to agreed milestones, or deliverables, and where supervision of the individuals is the function and responsibility of the consultancy organisation.

Consultancy does not include 'staff substitution', 'contractor services' or 'gap-fill' services.

The Consultancy Services Panel consists of 11 Panels of Providers, one Panel for each of the following subcategories of Consultancy Services:

- Accounting
- Assurance
- Audit
- Business Change
- Finance and Economics
- Human Resource
- Marketing and Public Relations
- Operations Management and Risk
- Policy, Research and Development
- Procurement and Logistics, and
- Taxation.

Clarifications to scope

The CoE has clarified two areas of scope within the Business and Finance Consultancy Services Panel:

- Finance and Economics - Actuarial Services**
 'Actuarial services' is being specifically included within the Finance and Economics subcategory. Please note that existing Providers who are already successful in this subcategory do not need to submit a new response to provide actuarial services.
- Operations and Risk Management - Protective Security Services**
 The lead government security agencies have identified a need for Providers who can deliver protective security Consultancy Services in accordance with the Protective Security Requirements (PSR). As a result Protective Security Consultancy Services will be included within the Operations Management and Risk subcategory and Providers already successful in this subcategory do not need to submit a new response unless they wish to apply for the Sub Panel (refer to section 1.3 below).

The following table provides examples of the services that might be offered with each subcategory. Please note that this list is not exhaustive:

Figure 1: Scope detailed overview

Subcategory	Service Offerings <u>Examples</u> of what is included in each subcategory:
Accounting	<ul style="list-style-type: none"> Accounting (Technical and Transaction) Advisory Services Business Accounting Services (Bookkeeping, Payroll etc.) Financial Reporting, Compliance and Accounts Preparation
Assurance	<ul style="list-style-type: none"> Quality Assurance and Advice (including Independent Quality Assurance and Quantitative Risk Analysis)
Audit <i>(excluding audit services provided under an appointment or allocation by the Auditor-General pursuant to the Public Audit Act 2001)</i>	<ul style="list-style-type: none"> Compliance and Regulatory Audit Financial Statement Audit Forensic Accountancy Investigations Forensics (excluding Accounting Investigations) Fraud Audit Internal Audit, Investigations and Advisory Services IT Systems Audit Probity Audit Special Purpose Audits and Review Engagements
Business Change	<ul style="list-style-type: none"> Business Analysis and Benchmarking Business Change Implementation Business Change Planning Business Change Strategy – advice, development, review Business Process Improvement Customer Service Improvement Lean, Six Sigma, TQM, and Kaizen Process Re-Engineering Organisational Change Management Programme and Project Management
Finance and Economics	<ul style="list-style-type: none"> Appraisal of Investment Proposals Economic Analysis and Modelling

	<ul style="list-style-type: none"> • Financial Strategy (including Asset Sales) • Investment and Banking Services (including Treasury Management and Treasury Risk Management) • Project Financial Management (including Budgeting, Estimating, Forecasting, and Modelling) • Public Private Partnerships (including Business Case and Strategy) • Systems and Solutions (including Enterprise Resource Planning and Financial Management Information Systems) • Actuarial Services
Human Resource	<ul style="list-style-type: none"> • Applying employment legislation • Capability and Performance Management • Employment Relations (including HR Guidance and Best Practice) • Employment implications of restructures, outplacements • Health and Safety Appraisal, Policy and Development • Health and Safety hazard register • Health and Safety reporting • Health and safety training • Human Resource Strategy – advice, development and review • Leadership Development and Coaching • Learning and Development • Human Resource Organisational Change and Design • Human Resource Programme and Project Management
Marketing and Public Relations	<ul style="list-style-type: none"> • Communications Consultancy Services • Communications Strategy – advice, development, review • Marketing Consultancy Services • Marketing Programme and Project Management • Marketing Strategy – advice, development, review • Public Relations Consultancy Services • Public Relations Programme and Project Management • Public Relations Strategy – advice, design, review
Operations Management & Risk	<ul style="list-style-type: none"> • Business Process Management • Operating Model Development and Design • Operational Procedure Definition • Operations Management Strategy – advice, development, review • Operations Management Programme and Project Management • Transaction and Data Processing • Business Continuity Planning • Disaster Recovery Planning • Reporting and Monitoring Frameworks • Risk identification, treatment and Management • Risk register development • Risk Strategy – advice, development, review • Protective Security Consultancy Services
Policy, Research and Development	<ul style="list-style-type: none"> • Development and Design • Evaluating • Legislation Development and Machinery of Government • Maori and Pacific Peoples Policy (including Treaty of Waitangi) • Market Research and surveys • Policy, Research and Development Programme and Project Management • Public Policy

	<ul style="list-style-type: none"> • Research services (including ICT-related research; excluding Market Research) • Policy, Research and Development Strategy – advice, development and review
Procurement and Logistics	<ul style="list-style-type: none"> • Implementation • Policy, Strategy and Design • Sourcing (excluding Public Private Partnerships) • Spend Analysis • Supply Chain (including Logistics, Strategy, Policy and Inventory Management)
Taxation	<ul style="list-style-type: none"> • Tax Compliance and Preparation • Tax Planning and Advisory

1.3 Protective Security Services Sub Panel

The Protective Security Requirements (PSR) outlines the Government’s expectations for managing personnel, physical and information security. It is a risk based protective security framework which provides holistic protective security policies and guidance for agencies to better help agencies manage business risks and assure continuity of service delivery. The PSR clearly sets out what agencies must and should consider to ensure they are managing security effectively.

The CoE is creating a Sub Panel on behalf of the lead security agencies to further qualify Panel Providers from within the Risk Management and Operations subcategory to deliver Protective Security Consultancy Services.

We are seeking Providers who are able to demonstrate a thorough understanding of the PSR within the state sector operating environment and the current risk context of New Zealand government, and its individual agencies. Providers on the Panel may be able to provide one or more of the following services:

- Threat assessments
- Risk assessments
- Security planning
- Security governance
- Security assurance
- Security design, and
- Security awareness.

Existing and new Providers to the Risk Management and Operations subcategory interested in being a part of the Protective Security Services Sub Panel will need to respond to additional RFP questions as outlined in Appendix 6 of this RFP.

For information regarding PSR refer to the following website: www.protectivesecurity.govt.nz.

1.4 Consultancy Services Panel Structure

The Consultancy Services Panel is open in nature and Providers may be added and removed throughout the life of the solution. Further information regarding the operation of the Panel is detailed later in this RFP. The open Panel structure encompasses a wide array of Providers, from sole traders to large multinational corporations, providing sufficient competitive tension between Panel Providers while giving agencies access to the range of Consultancy Services they require.

The Panel is comprised of Providers offering capability and capacity across both generic and specialised areas of consultancy. This allows Participating Agencies to select the most appropriate Provider for the task at hand. The

open and transparent presentation of information within the Online Panel Directory, such as quality and pricing data, ensures that competitive tension will be maintained within the Panels.

The solution includes three Tiers of Providers. Providers can bid for any Tier in any subcategory provided they meet the Mandatory Criteria for the relevant Tier.

Responding to this RFP:

- Providers may bid for the opportunity to supply any combination of the 11 subcategories of Services
- A bid may include a number of subcategories allocated across different Tiers, and
- Through the subcategory bid, Providers may supply all service offerings or specialist areas within that subcategory.

1.5 Out of Scope

The following services are out of scope for this RFP:

- Consultancy Services in the **ICT and Property and Construction** areas are not sought at this time. These services are expected to be addressed in future tranches that are likely to be subject to a separate open RFP process. A list of indicative future tranches is included as Appendix 1.
- **Property Consultancy Services** including the following subcategories are currently provided by the Property Consultancy Services Common Capability Contract:
 - Property Management & Advisory
 - Property Planning
 - Market Rental Valuation
 - Other Valuation
 - Workplace Strategy, and
 - Workplace Change Management.
- **Services in relation to External legal advice** and opinions, including legal advice in connection with policy formulation and strategy development. These services are already available under the AoG solution for External Legal Services. More information on this solution can be found [HERE](#)¹.
- Services associated with the following **advertising services**:
 - Media – Strategy, Planning and Buying
 - Creative and Production Services
 - Client Services – Strategy
 - Graphic Design Services, and
 - Technical Writing Services.

These services are available under the AoG solution for Advertising Services. More information on this solution can be found [HERE](#)².

- Services in relation to **Contractor placements** arranged by recruitment providers for common corporate, administration and information technology roles in Auckland, Wellington or Christchurch. These services

¹ Link: <http://www.business.govt.nz/procurement/all-of-government-contracts/current-all-of-government-contracts/external-legal-services>

² Link: <http://www.business.govt.nz/procurement/all-of-government-contracts/current-all-of-government-contracts/advertising-services>

are already available under the AoG solution for External Recruitment Services. More information on this solution can be found [HERE](#)³.

- Ancillary services associated with the **AoG External Recruitment Services solution**, including but not limited to:
 - Advertisement writing (relating to recruitment needs)
 - Assessment centre design, assessment observers and facilitation of centres
 - Behavioural interview training
 - Benchmarking information
 - Developing and conducting behavioural interviews
 - Exit interviews - design and provision of
 - Salary surveys and market updates, and
 - Skill testing – using Provider’s in-house assessment tools.
- **The Panel does not include the provision of technical security solutions**, such as
 - Physical security e.g. safes, locks, access control, and
 - Personnel security e.g. security guards services.
- Under the Public Audit Act 2001 the Auditor-General is automatically the auditor of all public entities and must audit the financial statements and other information that a public entity is required to have audited. This solution does not cover this type of audit work.
- Contracting Services are not being sought as they are included in the AoG External Recruitment Services contract. In order to make a distinction between a ‘Contractor’ and a ‘Consultant’, a contractor is an individual who is either hired directly or via a third party to perform duties that would normally be provided by an existing staff member. The contractor is under the direct supervision of the client, with the client responsible for managing any risks associated with the contractor’s work. This constitutes a recruitment service for the provision of a contractor and is covered by the AoG External Recruitment Services contract.

1.6 What is important to us

MBIE is looking for Providers who have the capability to deliver quality, value for money Consultancy Services to the New Zealand Public Sector. The focus of the solution is transparency which will in turn drive efficiencies, provide for easy engagement and highlight quality and value for money.

The key objectives of this RFP process are as follows:

- Reduce the cost (and time) involved in engagement for both Providers and Participating Agencies
- Match the needs of departments, agencies and the wider public sector to the most capable, value for money Providers for the services they require (i.e. optimal quality of service and price)
- Ensure participation by a broad range of Providers in the solution, including small to medium size enterprises (SMEs)
- Create a solution that is flexible, allowing new entrants to participate and Participating Agencies to utilise the innovation opportunities present in a dynamic market, and
- Provide a solution that can be easily used by Participating Agencies as and when required.

³ Link: <http://www.business.govt.nz/procurement/all-of-government-contracts/current-all-of-government-contracts/external-recruitment-services>

1.7 Why should you bid?

Responding to this RFP provides an opportunity to secure a place on the Panel for the supply of Consultancy Services to Participating Agencies. It is intended that the contract term of the Services Agreement will be evergreen without an expiry date.

Potential benefits to Providers as a result of this RFP include:

- The opportunity to supply Services to Eligible Agencies (approximately 300 government agencies and over 2000 schools)
- Participating Agencies will not be required to comply with the advertising provision in the Government Rules of Sourcing when engaging Providers for the provision of Services, which saves time and lowers the cost of engagement and bidding for Participating Agency work
- Clearer understanding of Participating Agencies' objectives
- Increased visibility by Participating Agencies of Providers' business, quality of services, outcomes and their value for money proposition
- Increased information flow and data availability for both Providers and Participating Agencies from the CoE
- Standard terms and conditions for engagement with Participating Agencies, as well as a standard engagement process
- When agencies engage your services, they will use a standard engagement process, and
- Standard and Maximum AoG Rates available for comparison by Participating Agencies, with the ability to further negotiate rates per Engagement i.e. this is your opportunity to compete for agency work.

Extra benefits available to Tier 1 and Tier 2 Providers include:

- Heightened engagement with the CoE
- Increased information sharing between the CoE and Providers
- Opportunity to work closely with the CoE to influence and develop Participating Agency practices, and
- Opportunity for Providers to share detailed information with Participating Agencies via the Online Panel Directory including performance related information.

1.8 Existing Panel Providers

Because the CoE has already evaluated existing Panel Providers, those who are on the Panel do not need to respond again to continue providing the services listed in their Acceptance Letter.

Providers who are interested in responding to additional subcategories or changing Tiers are not required to respond to all Mandatory questions; however, we do require the following information:

- Panel Providers will be asked to confirm that their position with regard to the Mandatory Criteria, including the Services Agreement, has not materially changed since their original RFP response
- All Panel Providers will be asked to confirm whether the addition of the Services to their Appointment Letters will have any adverse effect on, or change, their ability to comply with their obligations under the Services Agreement
- Billing history provided with eligible agencies within the last financial year, and
- Minimum amount of Professional indemnity insurance.

Existing panel providers responding to change their Tier are not required to provide written references as requested in Appendix 6.

Original responses and scores from previous RFP responses submitted by you will not be taken into account when evaluating the suitability of a Provider’s response to a Tier change. Providers need to submit a full response to the weighted criteria to ensure their response is evaluated.

Changing Tiers is not an opportunity for you to re-negotiate your standard or maximum rates therefore any pricing submitted as part of your RFP response will not be considered.

Providers wanting to remove themselves off the Panel or decrease their Tier allocation (i.e. from a Tier 2 to a Tier 3) do not need to respond to any of the criteria however should notify the CoE before the close date of this RFP.

Clarifications to scope

Existing Providers in the following subcategories will automatically be able to provide the following services and if applicable, update their service profile in the Online Panel Directory following the contract award of this RFP.

Figure 2: Scope clarifications

Subcategory:	Scope clarification includes:
Finance and Economics	Actuarial Services
Operations and Risk Management	Protective Security Services

Note: This does not mean automatic entry on to the Protective Security Services Sub Panel. To be eligible for the Sub Panel you first be successful in the Operations and Risk Management subcategory before your response to the Protective Security Services questions will be evaluated.

1.9 Indicative spend

The spend to date across those agencies participating in the AoG Consultancy Services Panel is over \$32 million. This figure is made up of 71% from Tranche 1 subcategories since November 2015, 4% from Tranche 2 since December 2016 and 25% from Tier 3 Providers⁴. The solution is continuing to grow and we anticipate that the spend will increase over time.

The following graphs show spend through the current contract that we are seeking in this RFP. Currently there are 104 Participating Agencies in the Consultancy Services AoG solution, with the expectation that more Eligible Agencies will participate in the new solution.

Figure 3: Spend to date per subcategory

Category	Whole of Life Spend
Finance and Economics	\$ 9,463,304
Tier 3 Providers across all subcategories	\$ 8,041,793
Procurement and Logistics	\$ 5,654,867
Assurance	\$ 3,496,795
Audit	\$ 2,706,902
Accounting	\$ 1,332,047
Business Change	\$ 643,136
Policy Research and Development	\$ 306,035
Taxation	\$ 186,068
Human Resource	\$ 112,711
Operations Management and Risk	\$ 84,272

⁴ Spend reporting is collected on an annual basis at the end of the first quarter for Tier 3 Providers and is not currently reported by subcategory.

Figure 4: Percentage breakdown of contracts across Tiers

Tier	Number of Providers in each Tier	% of Providers that have reported spend
Tier 1	59	52%
Tier 2	71	35%
Tier 3	388	8%

1.10 A bit about us

New Zealand Government Procurement Programme

Shaping procurement excellence

The New Zealand Government Procurement Programme began in 2009 and is led by MBIE's New Zealand Government Procurement and Property Branch. In 2012, the Chief Executive of MBIE was appointed Procurement Functional Leader for the New Zealand government as part of a broader agenda to drive delivery of better public services.

We manage and deliver a range of initiatives and contracts to support our vision: *"shape procurement excellence to deliver value for New Zealand"*.

Our aim is to have a government procurement system focused on results that are great for New Zealand. We work with government agencies to drive best practice procurement. Our focus is on raising standards, improving capability and reducing duplication in government procurement. At the same time, we want the New Zealand government to be the customer of choice for Providers of goods and services. We will achieve this by making it easy for Providers to know where to go and what to do to win government business, and by enabling consistent and principled procurement across government so Providers can get on with delivering effective business solutions.

All of Government contracts play a key role in achieving these objectives. Our aim is to help government agencies take the hassle out of their procurement for common goods and services so they can focus their commercial skills on achieving business outcomes. The contracts improve the engagement between government and its Providers, reducing transaction costs and improving overall service quality for government and Providers alike. They deliver high quality products and services to government and value for money for the New Zealand taxpayer.

Eligible Agencies

All government agencies that are part of the New Zealand State Sector and the New Zealand Public Sector (the Public Sector) are eligible to participate in collaborative government contracts. These include AoG contracts, Common Capability contracts (established by the Department of Internal Affairs as the respective ICT Functional Leader) and Syndicated Common Use contracts.

More information and a current list of named Eligible Agencies can be found [HERE](#)⁵.

Mandatory Agencies

Currently all 'Public Service' agencies and most 'State Services' entities are required to participate in All of Government contracts (with the exception of Crown Entities subsidiaries, Fish and Game councils, Reserve Boards, Trusts, School Boards of Trustees, and other corporate bodies).

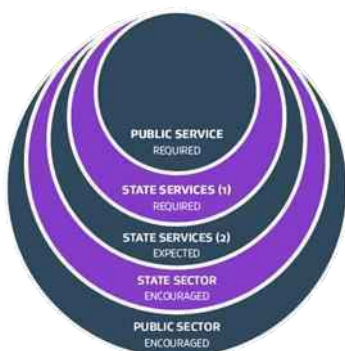
⁵ Link: www.business.govt.nz/procurement/all-of-government-contracts/about-all-of-government-contracts/eligibility-to-buy-from-collaborative-contracts

The total number of agencies required to participate in the AoG contracts is 141.

'State Sector' agencies are encouraged to participate in the AoG Consultancy Services solution.

The 'Public Sector' is encouraged to participate – it is composed of Regional Councils and Territorial Authorities.

Figure 5: AoG contracts Government Sector participation mandate:



1.11 About this RFP

This RFP is issued by MBIE, 15 Stout Street, Wellington, New Zealand.

This RFP and information related to it are available on the GETS website (visit www.gets.govt.nz).

Common capitalised terms used in this RFP are defined in Appendix 2.

All responses to this RFP will be received electronically through the TenderLink electronic tendering system. More information about the TenderLink system is provided in section 3 of this RFP. Responses will not be accepted through any other channel.

1.12 Interested? Next Steps

If you are interested in responding to this RFP, you will need to:

- Notify us of your Intention to Respond, by clicking [HERE](#)⁶ and submitting the form before the due date – see table below. Please note that this is not a compulsory step and is not a pre-requisite for submitting a Proposal, however, will assist with our planning and will mitigate delays with our timeframes.
- Register to access the TenderLink electronic tendering system by clicking on the link available in the Notice of Tender that was advertised on GETS, and
- Submit your Proposal electronically by **2.00 pm on Friday 21 July 2017**.

1.13 Key Dates

The key dates for this RFP are listed in the table below. These dates may be subject to change at our sole discretion. We will notify you by way of notice on GETS of any changes to these dates that we consider may affect you.

Figure 6: AoG Consultancy Services Key Dates:

⁶ Link: <https://www.research.net/r/intentiontorespond>

Event	Date
RFP Issue Date	Monday 26 June 2017
Intention to Respond due	5.00 pm Thursday 6 July 2017
Questions from Respondents close	12.00 pm Monday 17 July 2017
Closing Date for Proposals	2.00 pm Friday 21 July 2017
Evaluation of Proposals	July to August 2017
Respondents notified of their status	September 2017
Anticipated Services Agreement commencement date	October 2017
Debriefs to Respondents	November 2017

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

2. RFP Details

2.1 Our Requirements

The key objectives of the solution is transparency, which will in turn drive efficiencies, provide for easy engagement and highlight quality and value for money.

We are seeking Providers that are able to demonstrate varying levels of capacity, but at a minimum have sufficient staff in their own organisation to complete a full Engagement to a quality acceptable to the New Zealand government.

We have established a Panel of Providers, as no one Provider is expected to have the capacity to provide Consultancy Services to all Eligible Agencies in any one subcategory of Business and Finance Consultancy Services.

We are seeking Providers that are able to demonstrate their capability and technical expertise.

For further information relating to our requirements refer to Appendix 3.

2.2 Tier Mandatory Requirements

Within each subcategory Panel, there will be three Tiers of Providers. Each Tier has its own Mandatory Criteria for entry and different types of benefits and requirements of participation.

Provider requirements and benefits within each Tier (including negotiation opportunities, reporting, and level of Provider engagement with the CoE) will differ. More information on the Tiers and their requirements are included at Appendix 3.

2.3 Services Agreement

Successful Respondents who are not existing Providers

We intend to enter into Services Agreements with each Successful Respondent that set out:

- The relationship between the CoE and the Provider and the framework for providing Services to Eligible Agencies, and
- Standard terms and conditions that will apply when the Provider provides Services to Participating Agencies.

Services Agreements are entered into by the parties signing an Appointment Letter, which will be issued to Successful Respondents by the CoE at the conclusion of this procurement process.

Each Respondent (Tier 1, Tier 2 and Tier 3) that is not an existing Provider must confirm, in its Proposal, acceptance of the Services Agreement.

If a Respondent is not prepared to enter into the Services Agreement in the form attached to this RFP, the Respondent will not be able to progress to the next stages of the evaluation and will be excluded from the Panel until such time as they accept the Services Agreement. This may result in the Respondent missing out on consideration for the Panel at this time and having to reapply through our next Panel Refresh process.

The CoE may amend or add to the terms of the Services Agreement prior to its execution, but will provide notice to relevant Successful Respondents of any such amendments or additions, and seek reconfirmation of the Providers' acceptance of terms.

The CoE may execute the Services Agreement with Successful Respondents (if any).

Existing Panel Providers responding to additional subcategories

For existing Panel Providers who respond to additional subcategories or change Tiers in a subcategory they are already providing, we intend to update and reissue Appointment Letters with each Successful Respondent. Existing Providers will not be required to enter into an additional Services Agreement for additional subcategories, but are required to confirm in the Proposal that the addition of the relevant subcategories to your Appointment Letter will not change the performance of, have any adverse effect on, or decrease the ability to perform your obligations under your existing Services Agreement.

Participating Agencies

A Participating Agency does not execute any Appointment Letters or Services Agreement, but instead enters into:

- A Memorandum of Understanding with the CoE which entitles the Participating Agency to obtain Services under each Services Agreement, and
- Consultancy Services Orders with its selected Provider(s) (substantially in the form set out in Schedule 2 of the Services Agreement) for the provision of selected Services and stipulating any additional or special requirements for the Participating Agency.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

3. RFP Process

3.1 RFP Questions

RFP questions are available in Appendix 6. The electronic RFP submission contains two types of questions:

- 'Text' questions with defined word limits, and
- 'Yes/no' questions.

Respondents must adhere to the defined word limits given in the RFP response form. Any text submitted that is over the defined word limit will not be read or evaluated by the evaluation team.

3.2 Communication

All communication by you regarding this RFP must be through the GETS website. You must not communicate in relation to this RFP or its subject matter by any other method. You may communicate with Eligible Agencies for the sole purpose of carrying on business as usual activities or to seek their consent to act as a referee in your Proposal. Failure to comply with this requirement could result in us excluding you from this RFP process.

3.3 Questions from Respondents

During the period from the date the RFP is released to the date that questions from Respondents close (12.00 pm Monday 17 July 2017), potential Respondents may ask the CoE questions relating to the RFP via GETS. We will not respond to questions received by any other means. We will endeavour to respond to all questions within two Business Days of receipt and intend to publish to all registered parties a weekly update of the questions and our answers on GETS.

We will endeavour to protect your confidential information during the question and response process, particularly where a Respondent asks a question that involves proprietary ideas about matters of importance that are clearly stated to be confidential due to commercial sensitivities or trade secrets. The CoE will not release such information to other Respondents without prior agreement of the Respondent initiating the question, unless compelled to do so by law.

We do not intend to respond to late questions, but we reserve the right to do so.

3.4 Status of your Proposal

Your Proposal is to be submitted on the basis that it remains open for consideration by us for a minimum period of nine months after the Closing Date or such later date as may be mutually agreed.

Any assumptions you make in the preparation of your Proposal must be clearly documented in your Proposal.

3.5 Submitting your Proposal

Proposals are in the form of answers to an online questionnaire, provided through TenderLink. You will be required to complete an online questionnaire for each subcategory to which you are responding. The questions asked in the online questionnaire are provided for you information at Appendix 6.

Proposals **must** be submitted electronically through TenderLink, following a Respondent registration on the system. We are unable to accept Proposals submitted by any other means. Failure to respond in the manner prescribed may cause you to be eliminated from this RFP process.

You can find a quick guide to responding to tenders [HERE](#)⁷.

The Closing Date and time of **2.00 pm Friday 21 July 2017** will be loaded into TenderLink. It is your responsibility to ensure that your Proposal is submitted through the system before that time.

Before you submit your response please save and export your response. Please be sure to check to check you have answered all required questions as Providers will not be given an opportunity to re submit their response after the Closing Date if any of the questions are left unanswered. Please note that if you wish to export your response from TenderLink this must be done prior to the RFP Closing Date.

It is important that you receive an automatically generated confirmation receipt from TenderLink confirming that your Proposal has been submitted correctly. If you do not receive a receipt from TenderLink, your Proposal has not been successfully submitted in the system and will not be delivered to us following the close of the RFP.

You will be able to log into and out of TenderLink while completing your Proposal at any time before the RFP Closing Date. Should you submit your Proposal in TenderLink and then wish to amend it, you will be able to do so, up until the Closing Date.

By submitting a Proposal, you warrant that all information provided to us in relation to your Proposal is true, complete, accurate and not misleading in all material respects.

After the Closing Date, once submitted, a Proposal is irrevocable, and may not be withdrawn or modified.

TenderLink support staff are available via telephone or email between 8:30 am and 5:00 pm NZ Standard Time on each business day up until the RFP closing date, as follows:

Phone: 0800 698 363

Email: support@tenderlink.com

Outside of those hours, support will be provided by designated staff via an answering service and/or 24/7 email support address. TenderLink also makes available a number of user guides as well as online support.

3.6 Late Proposals

This tender closes at 2.00 pm on Friday 21 July 2017, and any submissions received after this time and date will be deemed to be a 'late Proposal'. We reserve the right to accept or refuse any late Proposals. Keeping this in mind, please ensure you allow enough time for file upload and any possible delays when submitting your Proposal.

3.7 Joint Proposals

You may work with other Respondent(s) to create a joint Proposal, provided that each Respondent is expressly jointly and severally liable for the performance of all Services and obligations of any Respondent, or the Proposal details the roles, responsibilities and accountability of each Respondent (to our satisfaction).

⁷ Link: <http://www.business.govt.nz/procurement/for-Suppliers/gets/user-guides>

4. Evaluation

4.1 Evaluation Team

The evaluation team will comprise selected personnel of the CoE and representatives of other Eligible Agencies, and may include other members chosen for their particular expertise or experience relevant to the evaluation.

4.2 Evaluation Process

We intend to evaluate Proposals through the following phases:

- Each Proposal is submitted in the correct format, through TenderLink, before the closing time and date
- Each Proposal is assessed against the Mandatory Criteria
- Each Proposal that successfully passes the Mandatory Criteria stage will then be independently evaluated by the evaluation team against the Weighted Criteria
- Part One: **Capability Management** will be evaluated by the Capability Management evaluation team
- Part Two: **Technical Expertise** is the evaluation of the capability and experience of the Respondent in the subcategory/ies and will be independently evaluated by the Technical Expertise evaluation team against the weighted criteria
- Requests for clarification (including reference checks if required) and/or additional information may be requested of Respondents. Evaluators will consider this additional information as part of their evaluation of responses
- Financial viability and reference checking (not scored) will (if applicable) be undertaken in parallel
- The Capability Management and Technical Expertise scores will undergo a group moderation and then be amended or confirmed
- Further requests for clarification and/or additional information may be requested of Respondents
- Confirmation of moderated scores based on the additional information received
- The scores from Part One (Capability Management) and Part Two (Technical Expertise) will be combined to award a score per subcategory, per Respondent
- Confirmation of consolidated scores by the Evaluators
- Identification and confirmation, with the Evaluation Panel, of Shortlisted Respondents in each subcategory Panel
- Negotiation (as required) for Tier 1 and 2 Providers
- Identification and confirmation of Successful Respondents in all Tiers, and
- Contract award for Successful Respondents in all Tiers.

Figure 7: The evaluation process



We may undertake due diligence relating to any Respondent(s) at any time during the evaluation process, including contacting referees and completing financial viability checks as considered appropriate.

We may provide any Proposal(s) to independent advisers appointed by the CoE for the purpose of carrying out an independent review of such Proposal(s) or to any relevant professional advisers, including legal and financial advisers.

4.3 Secondary Evaluation Process - Protective Security Services Sub Panel

- Respondents eligible for the Sub Panel must answer the questions for Protective Security Services outlined in Appendix 6.
- Each Proposal will be assessed individually against the Protective Security Services Evaluation Criteria outlined in 4.6 below.
- Requests for clarification (including reference checks if required) and/or additional information may be requested of Respondents. Evaluators will consider this additional information as part of their evaluation of responses
- The Evaluation scores will undergo a group moderation and then be amended or confirmed
- Further requests for clarification and/or additional information may be requested of Respondents
- There will be confirmation of moderated scores based on the additional information received
- Confirmation of consolidated scores by the Evaluators
- Identification and confirmation, with the Evaluation Panel, of Shortlisted Respondents for the Sub Panel
- Negotiation (as required)
- Identification and confirmation of Successful Respondents in all Tiers, and
- Contract award for Successful Respondents in all Tiers for the Sub Panel.

4.4 Evaluation Criteria

The Evaluation Criteria consist of Mandatory Criteria and Weighted Criteria.

4.5 Mandatory Criteria

To proceed through the evaluation process, your Proposal must meet the minimum standard required for each Tier for each of the following Mandatory Criteria (you can also refer to the Tier Selection Tool in Appendix 3 for further information relating to the Tiers):

Figure 8: AoG Consultancy Services Mandatory Criteria

Mandatory Criteria	Tier One	Tier Two	Tier Three
Revenue from government in your last full financial year	Meet a revenue threshold of \$5 million or more in total across one or more subcategories and exceed \$500,000 per annum from Eligible Agencies in the relevant subcategory you are applying for.	Meet or exceed a revenue threshold of \$500,000 per annum from Eligible Agencies in the relevant subcategory you are applying for.	No revenue threshold.
Billing history provided	Yes	Yes	Yes
For all Respondents that are existing Panel Providers, confirm that the addition of subcategories to your Appointment Letter will not have an adverse effect on, or change, the performance of your obligations under your existing Services Agreement	Yes	Yes	Yes
For all Respondents that are not Panel Providers -Accept the Services Agreement	Yes	Yes	Yes
Insurance provision in Services Agreement understood	Yes	Yes	Yes
Minimum amount of Professional indemnity insurance	\$500,000	\$500,000	N/A
Financial viability – CoE satisfied	Yes	Yes	N/A

Confidential information – provisions understood	Yes	Yes	Yes
--	-----	-----	-----

Respondents who are unable to meet all Mandatory Criteria for a Tier should conclude that they will not benefit from submitting a Proposal for that Tier.

4.6 Weighted Criteria

The evaluation team will use a weighted attribute evaluation model. Criteria will be weighted to reflect their relative importance. Each of the Weighted Criteria will be scored and multiplied by the relevant weighting to give a weighted score.

High level weightings are provided in the following table:

Figure 9: AoG Consultancy Services Weighted Criteria:

Criterion	Weighting
1. Capability Management	40%
Capability Management <ul style="list-style-type: none"> The CoE is satisfied the Respondent has adequate processes in place that assure they can deliver on their statements The CoE is satisfied the Respondent will strive for continuous improvement in their delivery of service The benefits of any innovations offered are outlined in particular the specific value provided for Eligible Agencies 	
2. Technical Expertise	60%
Capability Specific to Consultancy Area <ul style="list-style-type: none"> The CoE is satisfied the Respondent will provide a consistently high level of service to Eligible Agencies The CoE is satisfied that the Respondent has sufficient expertise and experience in the chosen subcategory and is able to meet the standard of service required 	
3. Reference Checking	Not Weighted
Reference Checking <ul style="list-style-type: none"> The CoE is satisfied that the Respondent has a proven track record of quality delivery to its clients The reference checking process has not raised any substantive concerns with the Respondent 	
Total weightings	100%

Price is not a Weighted Criterion as it is not a main driver for entry into the solution. This means that Proposals that are capable of full delivery and achieve the pre-determined minimum score will be considered for Panel inclusion. Pricing will be published in the Online Panel Directory to assist Participating Agencies with their Provider selection process.

Please note that value for money is a key consideration for Participating Agencies and therefore your pricing may affect your ability to compete for business.

Protective Security Services

The high level weightings for the Protective Security Services Sub Panel secondary Evaluation are as follows:

Figure 10: Protective Security Services Sub Panel Weighted Criteria:

Weighting:	Applicable to:	Criteria:
40%	<ul style="list-style-type: none"> • Tier 1 • Tier 2 • Tier 3 	Awareness and Understanding <ul style="list-style-type: none"> • Awareness and understanding of Protective Security Requirements within the state sector operating environment and the current risk context of New Zealand (NZ) Government and its individual agencies • Ability for personnel to acquire/hold a national security clearance (please note this is not a mandatory requirement)
60%	<ul style="list-style-type: none"> • Tier 1 • Tier 2 • Tier 3 	Experience and Track Record <ul style="list-style-type: none"> • Previous NZ Government experience working within the NZ Protective Security Framework
Not weighted	<ul style="list-style-type: none"> • Tier 1 • Tier 2 • Tier 3 	Reference Checks
100%	TOTAL	

Please note:

- Respondents may be excluded due to national security reasons, and
- Participating Agencies may have a requirement for a Provider whose personnel hold a national security clearance.

4.7 Clarification and additional information

We may request clarification and/or additional information from you and/or relevant third parties about any aspect of a Proposal. We may not request the same clarification and/or additional information from each Respondent.

You authorise us to collect any information from you and/or relevant third parties (except for commercially sensitive pricing information in the case of third parties) and to use that information in evaluating your Proposal.

You must provide any clarification or additional information in writing and it must be received by us within the time notified by us.

If you fail to respond adequately or in a timely manner to any request for clarification or additional information, we may reject your Proposal without seeking further clarification from you.

4.8 Selection

From the Proposals received, we will shortlist Respondents from those that:

- Meet the Mandatory Criteria for the relevant Tier, and
- Have been assessed as capable of quality service delivery in the subcategory applied for.

We may enter into negotiations with some or all Shortlisted Respondents and from which we intend to select more than one Successful Respondent for each subcategory Panel and Tier.

The final Panel composition will be subject to confirmation of the overall quality, capability management and technical expertise. While pricing is not being scored the CoE may take it into consideration for finalising the Panel composition. Although pricing is not scored you may not be successful if your pricing is not deemed competitive irrespective of meeting the quality, capability and technical requirements.

4.9 Negotiations

Without limiting section 2.3 of this RFP, we do not intend to negotiate with Shortlisted Respondent(s) regarding the final form of the Services Agreement. We consider that the Services Agreement (for all Tiers) represents a fair arrangement and allocation of risk between the contracting parties.

We intend to negotiate with Tier 1 and Tier 2 Respondents, however, we may negotiate with any Shortlisted Respondent at our discretion. Negotiations may centre on certain aspects, for example pricing and innovation, of your Proposal.

During any negotiations, we may seek to ensure an appropriate commercial outcome is achieved for us and to enable Participating Agencies to compare credible alternatives. We may discontinue negotiations with you at any time at our sole discretion.

More detail on the approach to pricing is provided in Appendices 3 and 4.

4.10 Notification of Successful Respondents

We will notify all Respondents in writing of the outcome of our evaluation. The names of the appointed Providers will be posted on GETS at the conclusion of the negotiation process.

We will offer debriefs to Respondents who would like to take advantage of this offer. We will discuss the format and timeframe for debriefing with you. We are unlikely to conduct debriefs until after Services Agreements have been entered into/updated with each Successful Respondent (if any).

5. RFP Terms and Conditions

5.1 General

The terms and conditions of this RFP are set out below. These terms and conditions are non-negotiable and do not require a response. Each Respondent will be deemed to have agreed to these terms and conditions without reservation or variation on submitting a Proposal.

Respondents submit Proposals without any obligation on the CoE to accept any Proposals. Each Respondent must meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

Capitalised terms used but not defined in this RFP have the meaning given to them in the Services Agreement.

5.2 Responsibilities of Respondents

Each Respondent will:

- Examine this RFP and any documents referenced in this RFP and any other information made available by the CoE to the Respondent
- Identify and obtain any additional information it may require to design, cost and provide firm pricing for appropriate Services that meet the Requirements and other specifications in this RFP
- Obtain any independent advice it requires before making a decision to submit a Proposal
- Consider all the risks, contingencies, impacts and other circumstances having an effect on its Proposal
- Satisfy itself as to the truth, accuracy and completeness of its Proposal and the pricing submitted as part of its Proposal and the sufficiency of the proposed Services in its Proposal to meet the Requirements and other specifications in this RFP
- Disclose in its Proposal any assumptions, qualifications and perceived risks identified and/or made in putting forward proposed solutions, Services and pricing in its Proposal
- Promptly notify the CoE on becoming aware of any errors, omissions or inaccuracies in its Proposal or in any additional information provided by the Respondent, and
- Submit its Proposal by the Closing Date.

5.3 Reliance by Respondents

All information contained in this RFP or given to any Respondent by the CoE is for the purpose of allowing the Respondent to prepare its Proposal. The CoE has endeavoured to ensure the integrity of such information; however, it has not been independently verified and may not be updated. The CoE does not make any representation nor give any warranty (express or implied) to Respondents as to the accuracy or completeness of the documents forming part of, or the information contained in, this RFP.

5.4 Reliance by the CoE

The CoE may rely upon all statements, representations and warranties made or given by any Respondent in its Proposal, in correspondence or negotiations with the CoE or its representatives, and in participating in the RFP process. If a Respondent is selected as a Successful Respondent, any such statements, representations and warranties may be included in the Services Agreement entered into/updated between the CoE and the Successful Respondent.

Each Respondent must ensure all information provided to the CoE is true, complete, accurate and not misleading in all material respects. The CoE is under no obligation to check any Proposal for errors, omissions or inaccuracies. Each Respondent will notify the CoE promptly upon being aware of any errors, omissions or inaccuracies in its Proposal or in any additional information provided by the Respondent.

If the CoE discovers or is notified of any errors, omissions or inaccuracies in a Respondent's Proposal, it may cease evaluating the Proposal and, where applicable, may cease negotiating with the Respondent. If the relevant errors, omission or inaccuracy will not involve re-calculation, re-pricing or any other material change, the CoE may alternatively amend the error, omission or inaccuracy and invite the relevant Respondent to confirm that its Proposal remains open for acceptance as amended. Unless the Respondent confirms its Proposal as amended, the Proposal may be deemed to be withdrawn.

5.5 Influencing and undisclosed benefits

Respondents must not discuss this RFP or its subject matter with any third party, except with the CoE's prior written consent or otherwise in accordance with this RFP.

Without limiting the above paragraph, Respondents must not directly or indirectly provide any form of personal inducement or reward, or approach, contact, lobby, solicit information from, or attempt to influence, any CoE representative, evaluation team member or any Minister who is directly or indirectly involved with this RFP.

Business as usual communications relating to the provision of services (including Tranche 1 Consultancy Services) under existing business arrangements between the CoE or Eligible Agencies who are offering personnel to evaluate Proposals, and a Respondent will be maintained with the usual contacts. However, during this RFP process, Respondents must not use business as usual contacts to lobby or solicit, or to discuss any aspect of this RFP or its subject matter or the RFP process with, any person at the CoE or its agents, including evaluation team members. Respondents may contact business as usual contacts to seek their consent to use them as a case study or as a referee in their Proposal.

The CoE may disqualify a Respondent from participating in this RFP process if the Respondent breaches the above requirements.

5.6 Ownership and Intellectual Property

This RFP and any other documents or information provided by the CoE to any Respondent remain the property of the CoE.

All copyright and other Intellectual Property rights in this RFP and any documentation and other information provided by or on behalf of the CoE to any Respondent or any other person in connection with this RFP will remain with, and belong at all times to, the CoE or its licensors.

The CoE may request the immediate return of all documents supplied and any copies made of them at any time. Respondents must comply with any such request in a timely manner.

Each Respondent may only distribute this RFP to its partners, principals, directors, employees, contractors, officers, professional advisers and related entities to the extent necessary for the purpose of preparing its Proposal.

Any Proposal submitted by any Respondent to the CoE will become the property of the CoE and will not be returned to the Respondent. Ownership of the Intellectual Property rights in a Proposal does not pass to the CoE. However, in submitting a Proposal, each Respondent:

- Grants the CoE a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose its Proposal for any purpose related to this RFP process, and
- Warrants that the provision of such information to the CoE and the use of it by the CoE for the evaluation of its Proposal and for any resulting negotiation will not breach any third party Intellectual Property rights.

5.7 Public Statements

The CoE will make public the names of any Successful Respondent(s) and may make public the names of any unsuccessful Respondents.

No advertising, press release or other information relating to the acceptance or submission of any Proposal shall be published in any newspaper, magazine, journal, website or other medium without the prior written consent of the CoE.

Respondents, including Successful Respondents, must not make any public statements to any third party in relation to any aspect of this RFP process or the awarding of any contract without the prior written permission of the CoE.

5.8 Confidentiality

This RFP and all information and communications in respect of it are confidential to the CoE.

Each Respondent agrees to keep this RFP and all information provided in connection with this RFP strictly confidential. No such information may be used by a Respondent in any other context, nor divulged to any other party, without the prior written consent of the CoE, although such consent is not required if the Respondent is only disclosing such information to its partners, principals, directors, employees, contractors, officers, professional advisers and related entities who are directly involved in the preparation of its Proposal or if a Respondent is contacting a business as usual contact to seek their consent to use them as a case study or as a referee in their Proposal. Each Respondent shall take all reasonable steps to ensure that such recipients do not disclose such information to any person.

The CoE may refuse any request from a third party under the Official Information Act 1982 for official information relating to this RFP where it considers this is justified under that Act. The CoE cannot, however, ensure that any decision not to release such information will not be successfully challenged and the official information ultimately disclosed. Each Respondent should identify any parts of its Proposal that it considers are commercially sensitive. It will not be acceptable for a Respondent to identify its entire Proposal as commercially sensitive.

The CoE will not, subject to its legal obligations (including under the Official Information Act) and its obligations to Parliament, provide commercially sensitive information to any third party, except for members of the evaluation team and its personnel, advisers and contractors who are directly involved in this RFP process.

5.9 Rights of the CoE

The CoE reserves the right to:

- Not accept the lowest priced or any Proposal
- Consider, accept or reject any or all Proposals (including any non-conforming Proposal or any alternative Proposal)

- Accept any Proposal for evaluation at any time, provided that, if a Proposal is not received by the Closing Date, in so accepting it there is no material prejudice to the other Respondents
- Seek clarification in respect of any part of any Proposal
- Re-invite Proposals
- Amend any date or make any other change in or to this RFP (including the Requirements or any associated documents) or the RFP process on written notice to Respondents via GETS
- Waive any irregularities or informalities in this RFP process
- Deal separately with any divisible elements of the Requirement and other specifications in this RFP or of any Proposal
- Accept part of a Proposal from any Respondent(s) and, at the CoE's option, re-tender for the remainder
- Reissue this RFP, in whole or in part, for any reason
- Suspend (in whole or in part) this RFP process if a material or significant issue emerges during the process
- Cancel this RFP, in whole or in part, on written notice to Respondents
- Take into account any other relevant information that the CoE may have in its possession and to make enquiries of any person, inspect any property or sites, test any products and/or review information received from any third party to assist it in the evaluation process, which (if relevant) will be done in a manner to ensure all Respondents are treated equally and fairly
- Contact, liaise and negotiate with any Respondent(s), which may be to the exclusion of any other Respondent(s), at any time before or after the selection of any Successful Respondent or any award of contract(s) and on any terms and conditions
- Contract with all, some or none of the Respondents
- Negotiate and conclude any number, type or class of contract(s) with any Respondent(s) to the exclusion of other Respondents (on the basis of a Proposal or any alternative basis)
- Reject or not consider further any documentation related to a Proposal that it may receive from a Respondent
- Give whatever weight it considers appropriate to any policy or criteria relating to participation in this RFP process or the evaluation of any Proposal
- Exclude any person from this RFP process
- Provide or withhold from any information in relation to any question arising in relation to this RFP, such information being withheld if it is deemed unnecessary, is confidential or commercially sensitive to a Respondent, is inappropriate or unreasonable to supply at the time of the request or for any other reason as determined in the sole discretion of the CoE
- Ensure that any Successful Respondent and any Panel composition has the capability, capacity, competence and coverage necessary to meet the needs of Eligible Agencies relating to the Services
- Not enter into/update any Services Agreement with any Respondent in relation to some or all of the matters described in this RFP, and
- Run this RFP process in such manner as the CoE may see fit.

5.10 No contractual obligations created

No statement in this RFP binds or places the CoE under any contractual or other obligation.

This RFP does not constitute an offer by the CoE to acquire goods or Services or enter into any agreement with any Respondent. The request for, and receipt of, Proposals does not imply any obligation on the CoE to contract for any Services included in any Proposal. The CoE will not be bound in any way until a Services Agreement is entered into/updated with respect to the Services.

The CoE makes no representations and gives no warranties (express or implied) about any matter in in this RFP or the RFP process.

Any verbal communications made by the CoE during this RFP process will not be binding on the CoE and are subject to the terms of this RFP.

5.11 No process contract

Despite any other provision in this RFP or any other document relating to this RFP, the issue of this RFP does not legally obligate or otherwise commit the CoE to proceed with, or follow the process outlined in, this RFP or to evaluate any Proposal or enter into any negotiations or contractual arrangements with any Respondent.

For the avoidance of doubt, this RFP and this RFP process does not give rise to a process contract.

5.12 No anti-competitive behaviour

This RFP process is intended to promote fair competition between Respondents. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions, or in any discussions or negotiations with the CoE.

The CoE may require statutory declarations, and other evidence as it sees fit, throughout this RFP process in pursuing its goal to ensure the probity of the overall RFP process.

5.13 Exclusion of the CoE's liability

The CoE will not be liable (whether in contract, tort, including negligence, or otherwise) for any cost, damage, expense or loss suffered or incurred by any Respondent, its affiliates or any other person arising directly or indirectly in connection with this RFP, including without limitation:

- The evaluation process
- The preparation of any Proposal
- Any investigations of or by any Respondent
- Negotiating or concluding any contract
- The acceptance or rejection of any Proposal
- The suspension or cancellation of the process contemplated in this RFP, or
- Any information given or not given to any Respondent(s).

By participating in this RFP process, each Respondent waives any rights that it may have to make any claim against the CoE. To the extent that legal relations between the CoE and any Respondent cannot be excluded as a matter of law, the liability of the CoE is limited to \$1.

Nothing contained or implied in or arising out of this RFP or any other communications by the CoE to any Respondent shall be construed as legal, financial or other advice of any kind.

5.14 Amendments and clarifications

Where the CoE amends any date or makes any other material change in or to this RFP process, this RFP or any associated documents, it will implement such amendment by way of written notice issued on GETS.

All amendment notices or clarifications issued will become part of this RFP.

5.15 Governing law and jurisdiction

This RFP will be construed according to, and governed by, New Zealand law and each Respondent agrees to submit to the exclusive jurisdiction of New Zealand courts in any dispute concerning this RFP or any Proposal.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Appendix 1: All of Government Consultancy Services Tranches

Figure 11: AoG Consultancy Services - Tranches and subcategories



Appendix 2: Glossary

In this RFP, unless the context otherwise requires:

Figure 12: Glossary

Header row	Header row
\$	means New Zealand dollars.
Administration Fee	means a fee invoiced to Providers by the CoE for the establishment and management of AoG contracts on behalf of Participating Agencies. The Administration Fee is collected from Participating Agencies by Tier 1 and Tier 2 Providers at point of invoicing for In Scope Spend. The CoE then invoices the Providers and each Provider remits the Administration Fee quarterly to the CoE. The Administration Fee is charged as a percentage of the Total Invoiced Spend with Tier 1 and Tier 2 Providers, except any expenditure which is exempt from the Administration Fee.
AoG	means All of Government.
Appointment Letter	means the letter issued to a Provider by the CoE, as amended or reissued from time to time, confirming (among other things) the Provider's appointment as an All of Government Provider of Consultancy Services and detailing the terms and conditions of the appointment (including the applicable subcategories and Tier(s)).
Pre-AoG Government Rate	means the average daily price for a specific Service that would be offered to any Participating Agency, if it were not a party to the AoG (i.e. if that Participating Agency were to source such Services independently). It is a recent historic rate (average) that has been charged to government agencies.
Business Day	means any day of the year other than a Saturday, Sunday or public holiday (as defined in section 44 of the Holidays Act 2003), provided that "public holiday" means a public holiday observed in Wellington, New Zealand.
Closing Date	means 2:00 pm 21 July 2017 (subject to amendment by notification on GETS).
CoE or Centre of Expertise	means Her Majesty the Queen in right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment.
Consultancy Services	means the Consultancy Services that make up the complete AoG Consultancy Services solution (including the Services).
Consultancy Services Order (CSO)	means the statement of work a Participating Agency enters into with a Provider per Engagement for the provision of Services. The CSO must be in the form provided in the Services Agreement.
Cost Savings Methodology	means the methodology detailed in Appendix 4.
Eligible Agency	means: <ul style="list-style-type: none"> a. Each Public Service department, as defined in section 27 of the State Sector Act 1988;

	<ul style="list-style-type: none"> b. the New Zealand Defence Force, the New Zealand Police, the New Zealand Security Intelligence Service, the Parliamentary Counsel Office, the Office of the Clerk of the House of Representatives and the Parliamentary Service; c. each Crown Entity, as defined in section 7 of the Crown Entities Act 2004; d. each organisation listed in the fourth schedule of the Public Finance Act 1989; e. the Reserve Bank of New Zealand; f. the Office of the Controller and Auditor-General, the Office of the Ombudsmen and the Office of the Parliamentary Commissioner for the Environment; g. schools (approximately 2,500) – their Boards of Trustees are Crown Entities; h. each corporation listed in the first schedule to the State Owned Enterprises Act 1986; i. each local authority, as defined in section 5 of the Local Government Act 2002; and j. any other organisation, agency or person that does not fall within the above categories but which the CoE determines should be treated as an Eligible Agency for the purposes of the Services Agreement.
Engagement	means an agreed set of Services that a Provider is to provide in accordance with a Consultancy Services Order.
Evaluation Criteria	means the Mandatory Criteria and the Weighted Criteria together.
GETS	means the website at www.gets.govt.nz where this RFP has been published and which is the primary means of communication between the CoE and potential Respondents.
In-Scope Spend	means spend associated with purchases made against subcategories that attract Gross Savings. It is calculated using number of units purchased, multiplied by the Standard AoG Rate.
Intellectual Property	means copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, trade or other proprietary rights or rights derivative of those rights (including licence rights) anywhere in the world as well as any other rights in intellectual property which are recognised or protected under law.
Intention to Respond	means the notification of your intention to submit a Proposal to this RFP, as detailed in Section 1.12.
Letter of Accession or LoA	means the letter that an Eligible Agency signs to become a Participating Agency and a party to the MoU.
Mandatory Criteria	are as detailed on Section 4.5.
Maximum AoG Rate	means the maximum daily price that may be charged for a Service as provided or negotiated between the CoE and the Provider. It is a tendered rate, and a Provider may not charge above this rate. The Maximum AoG Rate does not include the Administration Fee.

MBIE	means the Ministry of Business, Innovation and Employment.
MoU or Memorandum of Understanding	means the agreement between the CoE and all other Participating Agencies, relating to the management of their relationship with Providers, as amended from time to time.
Online Panel Directory	means the IT web platform established and maintained by the CoE which will store, manage and display information on Providers and the Services that they offer.
Panel	means any number of Providers, selected to supply a subcategory of Consultancy Services.
Participating Agency	means the CoE and any other Eligible Agency that has entered into the MoU.
Programme	means the Government Procurement Reform Programme.
Proposal	means a Proposal submitted by a Respondent in response to this RFP, which will include completion of the relevant sections of this RFP as contained in TenderLink.
Provider	means a Successful Respondent that has executed a, or updated its existing Services Agreement with the CoE relating to Consultancy Services.
Requirements	means the Requirements set out in Section 2 and Appendix 3.
Respondent	means a person or organisation that submits a Proposal in response to, and in accordance with, this RFP.
RFP	means this Request for Proposals, including its appendices.
Service(s)	means the Service(s) included in scope of any subcategories that Providers may supply to Participating Agencies.
Services Agreement	means an agreement relating to the supply of Consultancy Services. The agreement will be in the form described in Section 2.3 and referenced in Appendix 7.
Standard AoG Rate	means the daily price for a Service as provided or negotiated between the CoE and the Provider. The Standard AoG Rate does not include the Administration Fee.
Shortlisted Respondent	Means any Respondent has been successful in proceeding to negotiations.
Successful Respondent	means any Respondent notified by the CoE that its Proposal is successful, subject to entering into a Services Agreement.
TenderLink	means the electronic tendering system provided by TenderLink Limited to be used by Respondents to submit Proposals as detailed in Section 3.
Tier	means the three Tiers of participation available to Providers within the solution. Each Tier has different requirements for entry and benefits of participation as detailed in Appendix 3.
Total Invoiced Spend	the total of In-Scope Spend (that which attracts Gross Savings) and Zero Savings Spend (that which does not attract Gross Savings), plus the Administration Fee for Tier 1 and Tier 2 Providers.
Tranche 1	means the subcategories of Business and Finance Consultancy Services included in in Section 1.52 and Appendix 1.

Tranche 2	means the subcategories of Business and Finance Consultancy Services included in in Section 1.2 and Appendix 1.
We or us	means MBIE (together with Participating Agencies and Eligible Agencies depending on context).
Weighted Criteria	are as detailed in Section 4.6 and any sub-criteria used by us to evaluate Proposals.
You	means a potential Respondent.
A reference to any date or time in this RFP is a reference to a New Zealand date or New Zealand time.	

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

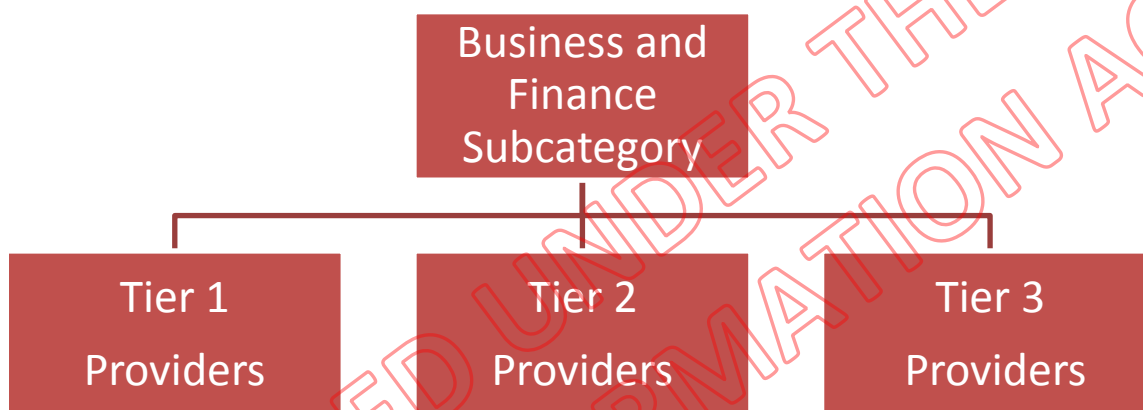
Appendix 3: Statement of Requirements

Panel of Providers

The Consultancy Services solution consists of 11 Panels of Providers, one Panel for each subcategory consisting of three Tiers of Providers. Respondents can bid:

- To supply all Services within a subcategory or specialist areas within the subcategory, provided they meet the Mandatory Criteria, and
- For any Tier in any subcategory relevant to their capability and capacity provided they meet the Qualifying Criteria for that Tier.

Figure 13: Subcategory and Tier relationship



Details of Tiers

Figure 14: Tier characteristics and benefits

Tier characteristics	Tier 1	Tier 2	Tier 3
Number of subcategories where the Provider can provide Services to a high professional standard	Have the ability to provide Services in one or more subcategories to a high professional standard	Have an ability to provide Services in at least one subcategory to a high professional standard	Have demonstrable expertise in providing Services in at least one subcategory
Eligible Agency revenue threshold	Meet a revenue threshold of \$5 million or more in total across one or more subcategories and exceed \$500,000 per annum from Eligible Agencies in the relevant subcategory you are applying for	Meet or exceed a revenue threshold of \$500,000 per annum from Eligible Agencies in the relevant subcategory you are applying for	No revenue threshold
Proprietary models	Have established	Not Applicable	Not Applicable

Tier characteristics	Tier 1	Tier 2	Tier 3
	proprietary models, IP and frameworks		
RFP Evaluation	Undergo a higher degree of evaluation, with a greater number of response criteria	Undergo a medium degree of evaluation, with a number of response criteria	Undergo a low degree of evaluation, with few response criteria
Service levels	Commit to Service Levels with the CoE	Commit to Service Levels with the CoE	Not Applicable
Reporting	Report quarterly on Service Levels, spend and performance Report six monthly on Participating Agency feedback	Report quarterly on Service Levels, spend and performance Report six monthly on Participating Agency feedback	Report annually on spend from agencies
Online Panel Directory	Maintain their information on the Online Panel Directory (as provided in Schedule 7 of the proposed Services Agreement)	Maintain their information on the Online Panel Directory (as provided in Schedule 7 of the proposed Services Agreement)	Maintain their information on the Online Panel Directory (as provided in Schedule 7 of the proposed Services Agreement)
CoE relationship	Meet regularly with the CoE	Meet occasionally with the CoE	Meet with CoE on ad-hoc basis, if requested, and when there is value in meeting
Contract & Engagement	Enter a Services Agreement with the CoE Use a Consultancy Service Order to engage with Participating Agencies	Enter a Services Agreement with the CoE Use a Consultancy Service Order to engage with Participating Agencies	Enter a Services Agreement with the CoE Use a Consultancy Service Order to engage with Participating Agencies
Insurance	Hold professional indemnity insurance of at least \$500,000	Hold professional indemnity insurance of at least \$500,000	Not Applicable
Administration Fee	Collect and pay the relevant Administration Fee to the CoE	Collect and pay the relevant Administration Fee to the CoE	No Administration Fee will be payable to the CoE
	Have a profile advertised to Participating Agencies including performance measurement and rates	Have a profile advertised to Participating Agencies including performance measurement and rates	Have a limited profile advertised to Participating Agencies including rates

Tier characteristics	Tier 1	Tier 2	Tier 3
	<p>Meet regularly with the CoE to discuss their contract performance</p> <p>The CoE will provide regular reporting and feedback on performance relative to the Panel</p> <p>Work closely with the CoE to shape the AoG solution and help improve the way Eligible Agencies engage with the market.</p> <p>Help the CoE to develop agency capability when purchasing Consultancy Services</p> <p>Participating Agencies will not be required to comply with the advertising provision in the Government Rules of Sourcing when engaging Providers for the provision of Services, which saves time and lowers the cost of engagement and bidding for Participating Agency work</p> <p>Have agreed and standardised terms and conditions for doing business with Participating Agencies. The specifics of each Engagement are all that need to be agreed, speeding up the engagement process for Providers</p>	<p>Meet occasionally with the CoE to discuss their contract performance</p> <p>The CoE will provide occasional reporting and feedback on performance relative to the Panel</p> <p>Work with the CoE to shape the AoG solution and help improve the way Eligible Agencies engage with the market</p> <p>Participating Agencies will not be required to comply with the advertising provision in the Government Rules of Sourcing when engaging Providers for the provision of Services, which saves time and lowers the cost of engagement and bidding for Participating Agency work</p> <p>Have agreed and standardised terms and conditions for doing business with Participating Agencies. The specifics of each engagement are all that need to be agreed, speeding up the engagement process for Providers</p>	<p>Have less direct contact with the CoE in shaping the AoG solution but will be able to contribute via more general means (e.g. surveys)</p> <p>Participating Agencies will not be required to comply with the advertising provision in the Government Rules of Sourcing when engaging Providers for the provision of Services, which saves time and lowers the cost of engagement and bidding for Participating Agency work</p> <p>Have agreed and standardised terms and conditions for doing business with Participating Agencies. The specifics of each engagement are all that need to be agreed, speeding up the engagement process for Providers</p>

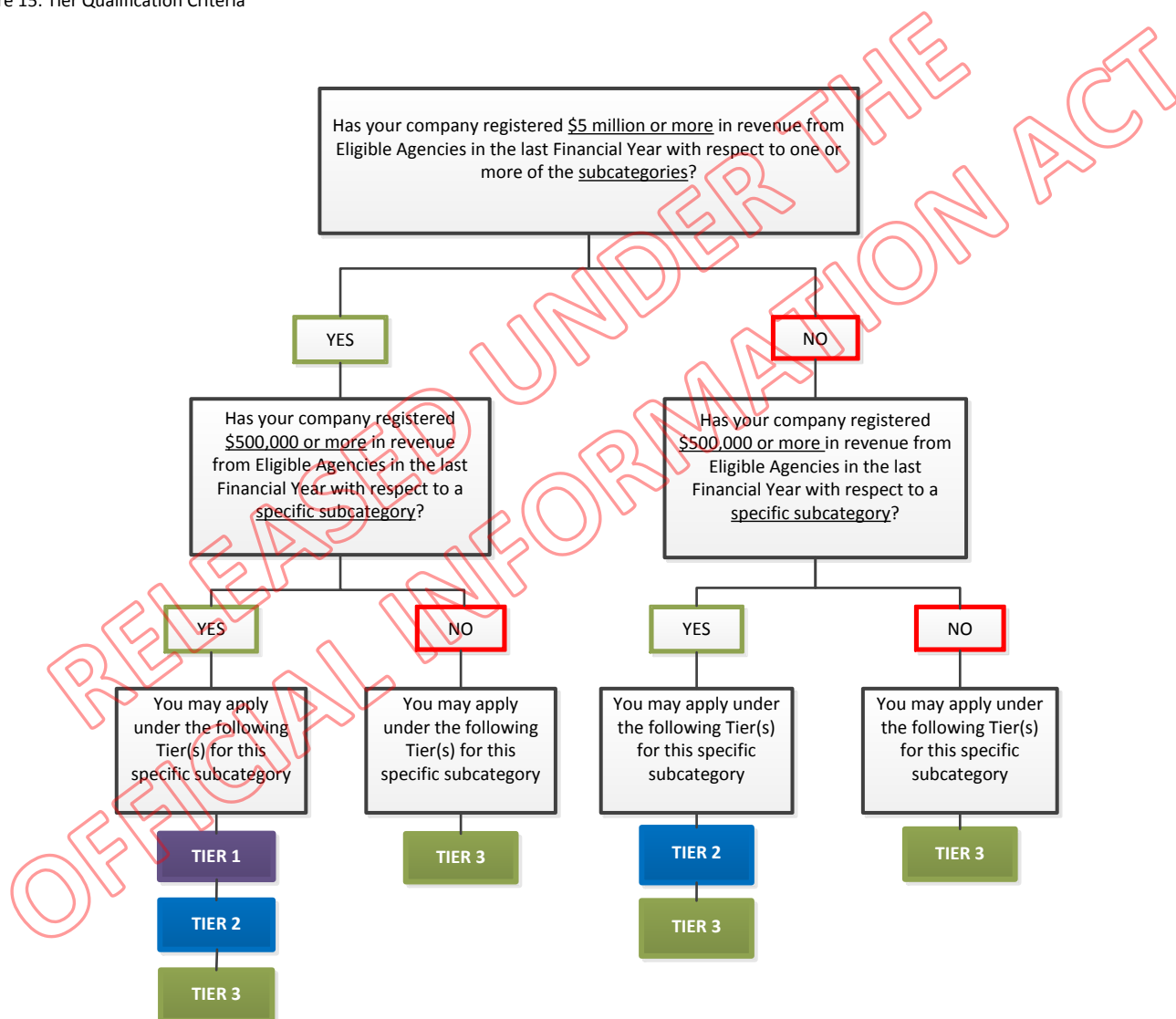
RELEASED UNDER THE OFFICIAL INFORMATION ACT

Tier Allocation

You are required to self-select the Tier that you submit your Proposal for, using the Mandatory Criteria as a guide. We will evaluate your Proposal against the Mandatory Criteria and Weighted Criteria for the Tier that you respond to. However, if you fail the Mandatory Criteria for the Tier your Proposal was submitted for, or we believe that a better commercial outcome would be gained by you and/or Participating Agencies if you were appointed to a different Tier, we may discuss this with you. We may require additional information to be submitted by you during these discussions.

The following flow chart is designed to assist you select the appropriate Tier:

Figure 15: Tier Qualification Criteria



If a Respondent has a cumulative \$5 million revenue from some or all subcategories, it may apply under Tier 1 (or Tier 2/3 if they choose) for those subcategories which individually meet or exceed a revenue of \$500,000. Any subcategories whose revenue falls below \$500,000 would fit under Tier 3.

- Example 1 - If a Respondent meets the overall \$5 million revenue figure (\$6.6 million in the below example), the Respondent may apply under the following Tiers:

Subcategory 1 - \$ 2 million revenue – TIER 1, 2 or 3

- Subcategory 2 - \$ 2 million revenue – TIER 1, 2 or 3
- Subcategory 3 - \$ 2 million revenue – TIER 1, 2 or 3
- Subcategory 4 - \$ 500,000 revenue – TIER 1, 2 or 3
- Subcategory 5 - \$ 100,000 revenue – TIER 3

- Example 2 - If a Respondent does not meet the overall \$5 million revenue figure (\$ 4.6 million in the below example), the Respondent may apply under the following Tiers:

- Subcategory 1 - \$ 2 million revenue - TIER 2 or 3
- Subcategory 2 - \$ 1 million revenue - TIER 2 or 3
- Subcategory 3 - \$ 1 million revenue - TIER 2 or 3
- Subcategory 4 - \$ 500,000 revenue - TIER 2 or 3
- Subcategory 5 - \$ 100,000 revenue - TIER 3

Agency selection of Providers

We intend that a Consultancy Services Panel solution will allow Participating Agencies to evaluate all Providers on each Panel and select the Provider(s) that have the right capacity and capability to fulfil the Participating Agency's needs and offer the best value for money to the Participating Agency.

The Participating Agency will be able to select any Provider via a direct or secondary procurement process, through their internal procurement team using information provided by the CoE to compare Providers within the Online Panel Directory. The CoE will provide best practice guidance and recommendations around this. It will not be necessary for the Participating Agency to comply with the advertising provision in the Government Rules of Sourcing when engaging Providers for the provision of Services. Further negotiations regarding prices for each Engagement is expected at this time.

Once selection has been undertaken the Provider and Participating Agency will enter into a Consultancy Services Order with the Provider, for the Engagement and may negotiate pricing.

Participating Agencies must purchase Consultancy Services from Providers and must not purchase services that are equivalent to Consultancy Services from any alternative Provider. In exceptional circumstances, such as the unavailability of a specialised Panel Provider, an agency may discuss alternate means of procurement with the CoE.

Information on all Providers will be available to Participating Agencies through an Online Panel Directory established and maintained by the CoE. More information on the Online Panel Directory is included in the next section.

It is likely that some Participating Agencies will establish Sub Panels for their organisation to further streamline their selection process and assist with relationship building with a smaller sub set of Providers from each, or some, Panels. The CoE will provide best practice guidance and recommendations to Participating Agencies undertaking secondary procurement processes.

Online Panel Directory

An Online Panel Directory has been developed to electronically store, manage and display information on the Panel and the services they offer (including services, charges and Participating Agency feedback). It is intended that Providers will maintain their own information within the Online Panel Directory. The Online Panel Directory will act as a contract directory, not as an e-tendering service.

The Online Panel Directory will provide information on Providers including:

- Provider name
- Which Tier each Provider is participating in for each Panel
- Contact details for each Provider
- Quality scoring for Tier 1 and 2 Providers
- Pricing information – each Provider’s Standard AoG Rates and Maximum AoG Rates. The CoE will provide quality scores for each Provider taken from the RFP, to be updated periodically to reflect the feedback derived from the agency satisfaction surveys, and
- Provider input into an organisational overview of their services offered within a particular subcategory.

The Online Panel Directory will be secure and accessed by Participating Agencies and Providers via a secure log on.

Provider quality scores

For Tier 1 and 2 Panel Providers quality scores will be updated on a biannual basis. Every six months, the CoE will collect customer satisfaction surveys from Providers referencing Engagements from the past two quarters.

While the initial quality score will rely heavily on the RFP evaluation score, the importance of those will be reduced in the subsequent reporting periods. This is because more recent and relevant quality data (the agency satisfaction survey) will become available. The table below illustrates the transition into the ‘moving average’ quality score calculation:

Figure 16: Evolution of quality reporting into a ‘moving average’ composition

	Contract Initiation	Q2 (Reporting for Q1 and Q2)	Q4 (Reporting for Q3 and Q4)	Q6 (Reporting for Q5 and Q6)
Quality (RFP evaluation score)	100%	50%		
Q1 Agency Satisfaction Survey		25%		
Q2 Agency Satisfaction Survey		25%		
Q3 Agency Satisfaction Survey			50%	
Q4 Agency Satisfaction Survey			50%	
Q5 Agency Satisfaction Survey				50%
Q6 Agency Satisfaction Survey				50%

Pricing

We intend to have a consistent pricing structure for all Providers to allow for quick comparisons by Participating Agencies. You will be required to submit a rate card detailing three types of rates charged per day across a selection of consultant types, differentiated by experience in the relevant subcategory. The rate card will be submitted electronically through TenderLink. Respondents’ pricing submission will be made up of the following three rates:

Pre-AoG Government Rate: Is the average daily price for a specific Service that would be offered to any Participating Agency, if it were not a party to the AoG (i.e. if that Participating Agency were to source such Services independently). It is a recent historic rate (average) that has been charged to government agencies.

Standard AoG Rate: Is the daily price for a Service as provided or negotiated between the CoE and the Provider. The Standard AoG Rate does not include the Administration Fee.

Maximum AoG Rate: Is the maximum daily price that may be charged for a Service as provided or negotiated between the CoE and the Provider. It is a tendered rate, and a Provider may not charge above this rate. The Maximum AoG Rate does not include the Administration Fee.

During this procurement process the CoE may negotiate pricing with Tier 1 and Tier 2 Respondents. Negotiated prices will be based on Standard AoG Rates charged per day across a selection of consultant types, Tier 3 Respondents will submit pricing in the same way as Tier 1 and Tier 2 Respondents however it is likely that no further negotiation with the CoE will occur. Instead the rates submitted will be final.

Pricing will be fixed for the first two years of the Services Agreement. Pricing may or may not be negotiated after this term. The CoE cannot guarantee that any price increase requests will be granted.

The prices you quote in your Proposal (through TenderLink) should reflect the significant scale of the AoG solution and the reduced cost of engagement with Eligible Agencies via this solution.

It is the CoE's expectation that Providers will charge Participating Agencies the Standard AoG Rate unless there is good reason to charge a different rate, *up to* the Maximum AoG Rate. Any deviation from the Standard AoG Rate will be agreed with the agency and documented in the CSO. A lesser rate may also be negotiated.

Existing Tranche 1 Providers were initially only required to submit a Maximum AoG Rate however existing Tranche 1 Providers submitting a response to an additional Tranche 1 (or 2) subcategory will need to submit a pricing response in the above format. It is intended that existing Tranche 1 Subcategory Providers will adopt Standard AoG Rates in addition to Maximum AoG Rates. This will ensure that Tranches 1 and 2 will have an aligned pricing model that supports Value for Money service provision.

Participating Agencies may wish to negotiate with Providers to agree a fixed price for a team of consultants, a price for a full project Engagement or an alternative pricing model. You are not requested to submit pricing for these variations through this process.

The Administration Fee described below is outside the pricing model. You should make no allowance for it in your pricing. All pricing should be exclusive of GST.

The CoE is required to report cost savings to its stakeholders, and therefore Tier 1 and Tier 2 Providers will need to be able to provide reports aligned to the methodology proposed in Appendix 4, (and described under a separate heading below).

Tier 1 and Tier 2 Providers will have different levels of reporting required under this methodology, however, Tier 1 and 2 Providers must have the capability to report high level savings to the CoE and Participating Agencies at least quarterly. Tier 3 Providers are not required to report cost savings, but this may be considered in the future.

Administration Fee

The New Zealand Government Procurement programme is primarily funded from fiscally neutral Crown capital injections that are repayable as the programme becomes self-funding. Repayment of those capital injections is by way of an Administration Fee that represents a small portion of the savings being realised by Participating Agencies.

The Administration Fee funds the establishment and on-going administration of each AoG contract, and other deliverables of the programme.

The Administration Fee for the Consultancy Services solution for Services provided by Tier 1 and Tier 2 Providers is 1%.

The Administration Fee will be collected by Tier 1 and Tier 2 Providers and returned to us quarterly as set out in the Services Agreement. There will be no Administration Fee collected on Services provided by Tier 3 Providers.

All pricing proposed by you under this RFP should be presented **exclusive** of the Administration Fee.

Cost savings

Achieving cost savings for Participating Agencies is important to us. As part of our objective to deliver value for money to Participating Agencies, we expect that:

- Daily pricing for Services contracted under the AoG Consultancy Services solution will be lower than what would be achieved by an individual Participating Agency if they did not participate
- We can measure and report on cost savings achieved through the AoG Consultancy Services solution, and
- Other benefits are visible and recognised.

We have therefore developed a standardised Cost Savings Methodology designed to ensure:

- Consistent and relevant data capture from Providers, and
- Consistent and relevant savings reporting to Participating Agencies and the CoE.

The proposed Cost Savings Methodology for the Consultancy Services solution is detailed in Appendix 4 – Cost Savings Methodology and reporting.

We don't require you to provide any cost savings reporting in your Proposal, but if you are successful in becoming a Tier 1 or Tier 2 Provider then you will need to provide cost savings reporting to the CoE on a quarterly basis.

Invoicing and payment

The processing and payment of invoices for the purchase of Services by Participating Agencies must be easy to manage, efficient and facilitate prompt payment.

Invoices must provide sufficient information in order for the Participating Agency to process the payment efficiently. Cost centre and project codes which support distribution of costs across individual Participating Agencies are a minimum requirement for all invoices.

Expenditure should be clearly split to show how many units have been charged for each level of consultant and the Administration Fee amount should be stated as a separate item on the invoice.

Contract management

The CoE is responsible for the management of the Services Agreements. This includes contract management and monitoring the performance of Providers. The CoE will meet with Tier 1 Providers on a regular basis, Tier 2 Providers occasionally and Tier 3 Providers on an as required basis.

The CoE is also responsible for managing Eligible Agency sign up to the MoU. Once participating, the CoE assists with dispute resolution, including issues between Providers and Participating Agencies that cannot be resolved directly between them. The CoE also provides advice and reporting to Participating Agencies on their spend, savings and Provider performance.

The CoE is also responsible for providing reporting to Providers. Providers will receive different levels of information and data from the CoE depending on their Tier with Tier 1 Providers receiving detailed reporting, Tier 2 Providers receiving limited reporting and Tier 3 Providers receiving high level reporting only from the CoE.

The relationship between Participating Agencies and their Providers focuses on selection of Providers, agreeing Consultancy Services Orders, negotiating and managing Engagements as well as relationship management.

Reporting and monitoring

Providers will be expected to provide reporting, in a specified format, to the CoE and to each Participating Agency regarding agreed Engagements with that Provider.

The CoE requires reporting on spend, savings and performance. Each Tier of Providers will have differing levels of reporting required. Tier 3 Providers are not required to report on savings achieved, but this may be considered in the future.

Reporting is to be submitted by Providers to the CoE on a quarterly and annual basis, for Tier 1 and Tier 2 Providers, and on an annual basis for Tier 3 Providers and includes:

- Total In-Scope Spend (exclusive of Administration Fee for Tier 1 and Tier 2 Providers), and
- Total number of Engagements underway, started and completed over the period (aggregated and per Participating Agency).

Additionally Tier 1 and Tier 2 Providers will be required to report the following more detailed information to the CoE on a quarterly and annual basis:

- Detailed and aggregated performance against Service Levels, and
- Administration Fee calculated as a percentage of Total In-Scope Spend by Participating Agencies.

Tier 1 Providers will also be required to provide:

- Detail of each specific Engagement underway including project start and finish date and consultant engaged.

Tier 1 and Tier 2 Providers will also be required to submit all completed agency satisfaction surveys on a six monthly basis to the CoE.

This reporting will be collected by the CoE and used for reporting to our internal and external stakeholders. The CoE will also use these reports to provide data and information back to Providers in differing levels of detail. Tier 1 and 2 Providers will receive the most information regularly from the CoE and Tier 3 Providers will receive more limited information less regularly from the CoE.

Provider reporting to Participating Agencies is at a transactional level, and may include the following data:

- Detailed spend (including information on the Administration Fee for Tier 1 and 2 Providers) for each Engagement
- Detailed progress against Engagements

- Detailed performance against Service Levels, and
- Cost savings reporting in a format agreed with each Participating Agency.

Service Levels

Service Levels, as included in Schedule 3 (Performance Measurement) of the Services Agreement will be used to monitor the Tier 1 and Tier 2 Providers' performance and cover:

- Service (e.g. project delivery against timeframes, fit for purpose, project delivery against specified outcomes and budget)
- Account management (e.g. reporting and data provision, query resolution), and
- Participating Agency satisfaction with the Provider's performance (e.g. as per agency satisfaction surveys completed at the conclusion of each Engagement).

Tier 3 Providers' performance will not be measured against Service Levels that must be reported on regularly.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Appendix 4: Cost Savings Methodology and Reporting

Overview

A standardised Cost Savings Methodology is used for all AoG contracts to ensure consistency and relevancy in the CoE's calculation and reporting of contractual savings. The Cost Savings Methodology is designed to ensure:

- Consistent and relevant data capture from Providers
- Consistent and relevant savings reporting to Participating Agencies.

The basis for the savings methodology for Service(s) is the calculation of the price difference between what an individual participating Agency was paying to a Supplier for the services before joining the AoG contract (the Pre-AoG Agency Price) and the benefits of an aggregated AoG contract for the same service.

Tier 1 and Tier 2 Providers will calculate and report on savings quarterly. More detail will be required from Tier 1 Providers and less information is required from Tier 2 Providers.

The standardised methodology is explained fully at http://www.business.govt.nz/procurement/pdf-library/aog/aog-savings-methodology-for-products.pdf/at_download/file (the *savings* methodology will apply to Consultancy Services).

Job Levels

The Consultancy Services solution includes many variations, so for simplicity the CoE has created Job Levels which are:

Figure 17: indicative characteristics of job levels

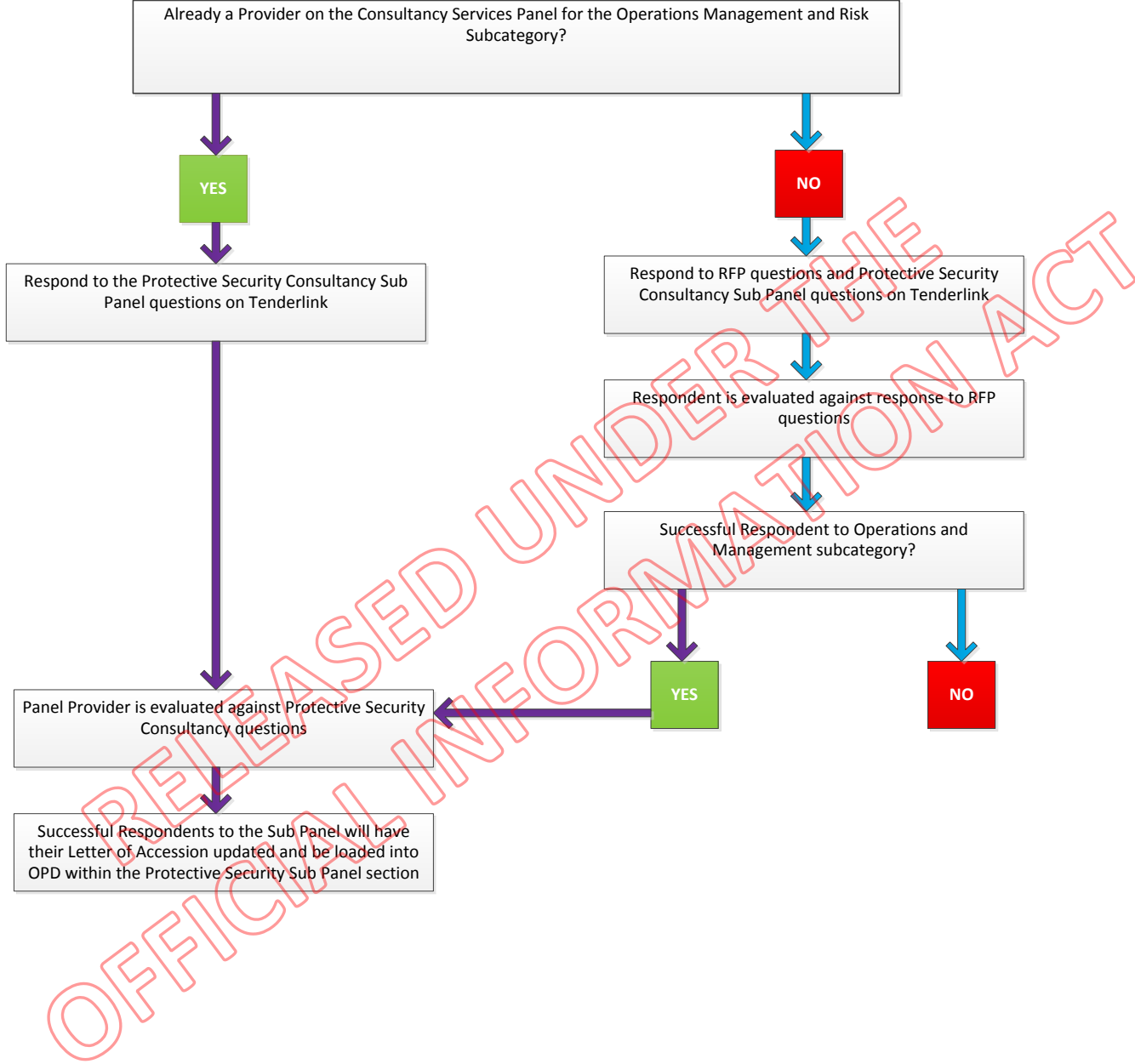
Job Level	Indicative Characteristics
Level 5	<ul style="list-style-type: none"> • 15+ years of extensive professional experience in their specialised field in a consultancy role. • An industry leader and key influencer who is respected for their professional proficiency and knowledge. • Recognised as a trusted adviser to ministers and/or senior executive teams. • Acts as the senior responsible person on major client engagements. Able to be accountable for leading complex projects/programs. • Responsible for leading a high performing team of professionals, including the coaching and mentoring of colleagues at Levels 1–4.
Level 4	<ul style="list-style-type: none"> • 10+ years of substantial professional experience in their specialised field in a consultancy role. • Strong theoretical base in subject area, with ability to apply best practice principles to the subject matter context. • Senior team leader with the ability to deputise for the senior responsible person and coach and mentor more junior staff. • Ability to coordinate contributions of other specialists to complete a joint project.

	<ul style="list-style-type: none"> • Can engage with clients at strategic/management level if required.
Level 3	<ul style="list-style-type: none"> • 3-10 years of notable professional experience in their specialised field in a consultancy role. • A trusted performer on a wide range of client-facing consultancy projects in both the private and public sectors. • Thorough knowledge of functional area, combining a broad grasp of relevant best practice principles. • Ability to participate in multi-disciplinary teams and to work independently (with limited supervision). • Performs professional level analysis requiring technical skills and independent initiative within a well-defined program of work. • Contacts with clients predominantly at a working level.
Level 2	<ul style="list-style-type: none"> • 1-3 years of demonstrable professional experience in their specialised field in a consultancy role. • Previous experience on a range of client-facing consultancy projects, preferably in both the private and public sectors. • Has a theoretical base in subject area, possibly supplemented through recent study, with the ability to translate theory into practice • Performs a variety of analytical tasks requiring independent initiative and knowledge. • Interacts with clients predominantly at the working level.
Level 1	<ul style="list-style-type: none"> • 0+ years of relevant professional experience in a professional environment. • Evidence of prior contributions to consultancy engagements. • Performs a range of administrative tasks to support the wider team. • Work is performed under the guidance of colleagues at Levels 3-5.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 5: Protective Security Consultancy Services Sub Panel

Figure 18: Process for getting onto the Protective Security Consultancy Service Sub Panel



Appendix 6: RFP Questions

Figure 19: RFP questions

RFP Questions	Tier 1	Tier 2	Tier 3
1.11 RFP Contact			
Contact name	✓	✓	✓
Contact position title	✓	✓	✓
Contact email	✓	✓	✓
Postal address	✓	✓	✓
Organisational Information			
1.2.1 Registered name	✓	✓	✓
1.2.1 NZ Companies Registration Number (or equivalent e.g. Australian Company Number)	✓	✓	✓
1.2.1 NZ Business Number	✓	✓	✓
1.2.1 Entity Type	✓	✓	✓
1.2.1 Website url	✓	✓	✓
1.2.1 Number of consultants employed (not sub-contracted)	✓	✓	✓
1.2.1 Is this a joint proposal/consortium?	✓	✓	✓
1.2.2 Are you an existing provider on the Operations Management and Risk subcategory responding to join the Protective Security Services Sub Panel?	✓	✓	✓
1.2.3 Are you an existing Consultancy Panel Provider applying to change tiers in a subcategory listed on your Appointment Letter?	✓	✓	✓
1.2.4 Are you an existing Consultancy Panel Provider responding to additional subcategories?	✓	✓	✓
1.2.5 Please identify which subcategory(ies) and tier you are responding to	✓	✓	✓
Respondent Profile			
1.3.1 Please provide a brief summary of the Business and Finance Consultancy Services your organisation offers (in no more than 300 words).	✓	✓	✓
Billing History			

1.4.1 Based on the last financial year (1 April 2015- March 2016) please identify total billings (exclusive of GST) for Consultancy Service to Eligible Agencies for each subcategory applied for.	✓	✓	✓
Accounting	✓	✓	✓
Assurance	✓	✓	✓
Audit	✓	✓	✓
Business Change	✓	✓	✓
Finance and Economics	✓	✓	✓
Human Resource	✓	✓	✓
Marketing and Public Relations	✓	✓	✓
Operations Management and Risk	✓	✓	✓
Policy, Research and Development	✓	✓	✓
Procurement and Logistics	✓	✓	✓
Taxation	✓	✓	✓
Mandatory Compliance			
1.5.1 If you are an existing Consultancy Services Provider, please confirm that your position with regard to the Mandatory Criteria has not materially changed since your original response.	✓	✓	✓
1.5.2 If you are a Consultancy Services Provider, please confirm that the addition of the relevant subcategories to your Appointment Letter will not have any adverse effect on, or change, the performance of your obligations under your existing Services Agreement.	✓	✓	✓
1.5.3 Please confirm that you hold a minimum amount of \$500,000 (for any one claim) Professional Indemnity cover. The CoE reserves the right to see evidence of your Professional Indemnity insurance.	✓	✓	x
1.5.4 It is recognised that existing Panel Providers have been assessed as suitable providers of Business and Finance Consulting Services to government. For this reason, any respondent to this RFP who is an existing Consultancy Service Provider should respond 'N/A' to the remaining questions below and skip to Part One provided that the answer to the three preceding questions has been 'Yes'.	✓	✓	✓
Services Agreement			
1.6.1 Agreement to the Services Agreement – please confirm that you have read and agree to the Services Agreement.	✓	✓	✓
1.6.2 If you have any comment on the Services Agreement it may be provided here, however please note that we do not intend to negotiate with Successful Respondent(s) regarding the final form of the Services Agreement.	✓	✓	✓

1.6.3 When handling sensitive or commercial information or material, including individual information, private information, commercially sensitive information, classified information or information relating to sensitive government matters, high levels of integrity are expected. It is expected that information passed between government agencies and their consultants will be handled and treated according to the security classification of the information.	✓	✓	✓
1.6.4 Please confirm that your organisation and any employees working as consultants within it understand the obligations in regard to the following legislation, as those obligations relate to work in the New Zealand public sector:	✓	✓	✓
Official Information Act 1982	✓	✓	✓
Privacy Act 1991	✓	✓	✓
Public Records Act 2005	✓	✓	✓
1.6.5 Please confirm that your organisation has documents and enforced policies and/or procedures for handling sensitive or confidential information or material? The CoE reserves the right to ask for more information about and/or copies of your policies and/or procedures.	✓	✓	✓
Insurance			
1.7.1 It is the provider's legal responsibility to hold adequate insurance when engaging in business under any contract that may be created as a result of this RFP process.			
Please confirm that you have read and understand the above clause.	✓	✓	✓
Mandatory Information			
Financial Viability			
1.8.1 Please provide the information requested in ONE of the following TWO options. You must provide one set of information, however you do not need to provide both sets of information.	✓	✓	✗
a. Please complete and upload the Financial Analysis template downloaded with this RFP Appendix 8 OR	✓	✓	✗
b. Please upload a letter from your Chartered Accountant (on their letterhead, in the form provided as Appendix 9), stating that your organisation is financially sound as at 31 March 2016.	✓	✓	✗
1.8.3 Is your organisation or associated entities currently in default of any agreement or contract, or subject to any legal proceedings that might adversely affect your financial capacity to provide the Services as defined in the Services Agreement?	✓	✓	✓
If you answered yes to the above question please provide further details.	✓	✓	✓

PART ONE – CAPABILITY MANAGEMENT	Tier 1	Tier 2	Tier 3
Availability of Suitable Consultants			
2.1.1 Please identify the highest tier you are responding to (Tier 1 is the highest) and answer the questions according to that tier	✓	✓	✓
2.1.2 Explain how your organisation will ensure it is able to meet the needs of Participating Agencies with regards to availability of suitable consultants and how you ensure that Participating Agencies are getting consultants who are best suited for the job (in no more than 1000 words).	✓	✓	✓
2.1.3 Please provide an overview of the systems, policies and processes that your organisation uses for managing workforce planning and sub-contractors (in no more than 500 words).	✓	✓	✓
Knowledge Management			
2.2.1 Explain how your organisation ensures that consultants keep up to date with developments in their area of expertise and how learnings from consultants working across the private and public sector are shared with Participating Agencies (in no more than 300 words).	✓	✓	x
2.2.2 Explain how your organisation ensures that consultants keep up to date with developments in their area of expertise (in no more than 300 words).	x	x	✓
Continuity and Knowledge Transfer			
2.3.1 It is recognised that from time to time a consultant may be removed from or unable to complete an assignment with a Participating Agency. How will you ensure continuity of services to clients and that knowledge is transferred to the replacement consultant with minimal disruption to the agency? Include any tools and techniques that your organisation uses (in no more than 300 words).	✓	✓	✓
2.3.2 How will you ensure a consultant assigned to an assignment is best suited to deliver the service to the Participating Agency? (In no more than 300 words).	✓	✓	✓
Managing Assignment Challenges			
2.4.1 It is recognised that challenges in consulting engagements may include unrealistic expectations, poorly defined scope or a lack of overarching strategy or direction. Name some of the key things that your organisation does to ensure the success of its consulting engagements and explain why these factors are critical to success? (In no more than 500 words).	✓	✓	✓
Continuous Improvement			
2.5.1 As a Tier 1 provider it is expected that you will have a closer relationship with the CoE than Providers in other tiers. The CoE is interested, on an ongoing basis, in your views and constructive ideas about how the panel	✓	x	x

<p>arrangements can be optimised for the benefit of all. Some of the challenges to AoG procurement of Consultancy Services are:</p> <ul style="list-style-type: none"> • Improving the capability of agencies when purchasing consultancy services • Ensuring quality outcomes are achieved and celebrated • Increasing the value for money delivered through increasing transparency and promoting the great work of service providers that do deliver value • Managing good performance in an appropriate manner • Maintaining and developing relationships between the CoE, Providers and Participating Agencies. <p>Outline how your organisation can contribute to the CoE and/or Participating Agencies to help achieve these objectives and support the ongoing improvement and success of the panel? (In no more than 1000 words)</p>			
2.5.2 Please outline any innovative offerings available as part of your response and discuss how your organisation will ensure that it offers Participating Agencies the best ongoing value for money (In no more than 500 words).	✓	✓	✗
Quality Assurance			
2.6.1 Provide an overview of your organisation's Quality Assurance Programme, System or Policy including how often it is reviewed and maintained? The CoE reserves the right to see evidence of your Quality Assurance programme (in no more than 500 words).	✓	✓	✗
2.6.2 Has your organisation gained any formal independent Quality Assurance standards e.g. ISO9000? (Y/N)	✓	✓	✗
2.6.3 If you answered yes to the above question please provide more detail about what those standards are (in no more than 300 words).	✓	✓	✗
Budget and Time Management			
2.7.1 It is recognised that a key challenge in consulting engagements is delivery on time and within budget. What systems and practices does your organisation have in place to ensure that you stay within the agreed budget and timeframes of clients? (In no more than 500 words)	✓	✓	✓
2.7.2 Please estimate the portion of your organisation's consulting engagements that are undertaken for a fixed fee?	✓	✓	✗
Assumptions			
2.8.1 If your organisation has made any assumptions relating to the RFP which have affected your organisation's proposal please list them here.	✓	✓	✓

PART TWO – TECHNICAL EXPERTISE			
Please identify which tier you are responding to	✓	✓	✓
Please provide a profile of your organisation including a summary of the Business and Finance Consultancy Service that your organisation offers and the relevant subcategories your organisation is applying for (in no more than 500 words).	✓	✓	✓
Technical Expertise			
Please provide a summary of your organisation’s recent experience providing consultancy services within this subcategory, including key deliverables and outcomes achieved for your clients. You may provide examples to support your answer (in no more than 2500 words).	✓	✓	✓
PART THREE – REFERENCE CHECKING (Not applicable for Tier change respondents)			
Please provide written references from two referees including their contact details as follows: <ul style="list-style-type: none"> • Name, title and organisation • Contact phone number and email address The references should support examples provided in your response to the Technical Expertise questions above. In providing these references you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Proposal. You also agree that all information provided by the referee to us will be confidential to us.	✓	✓	✗
Please upload reference check 1	✓	✓	✗
Please upload reference check 2	✓	✓	✗
PRICING			
Please provide the Pre-AoG Government Rate for this subcategory. This rate is defined as the average daily price for a specific Service that would be offered to any Participating Agency, if it were not a party to the AoG (i.e. if that participating Agency were to source such services independently). It is a recent historic rate average) that has been charged to government agencies.			
Job Level 1	✓	✓	✓
Job Level 2	✓	✓	✓
Job Level 3	✓	✓	✓
Job Level 4	✓	✓	✓

Job Level 5	✓	✓	✓
Please provide the Standard AoG Rate for this subcategory. This daily rate is defined as the price for a Service or Service Group as provided or negotiated between the CoE and the Provider. The Standard AoG Rate does not include the Administration Fee. It is expected that Providers will charge Standard AoG Rates or lower rates if agencies negotiate these, and should only charge higher rates up to the Maximum AoG Rates for more technical services provision.			
Job Level 1	✓	✓	✓
Job Level 2	✓	✓	✓
Job Level 3	✓	✓	✓
Job Level 4	✓	✓	✓
Job Level 5	✓	✓	✓
Please provide the Maximum AoG Rate for this subcategory. This daily rate is defined as the Maximum daily rate that may be charged for a Service or Service Group as provided or negotiated between the CoE and the Provider. It is a tendered rate, and a Provider may not charge above this rate. The Maximum Rate does not include the Administration Fee.			
Job Level 1	✓	✓	✓
Job Level 2	✓	✓	✓
Job Level 3	✓	✓	✓
Job Level 4	✓	✓	✓
Job Level 5	✓	✓	✓

PART FOUR – PROTECTIVE SECURITY SERVICES SUB PANEL			
Existing and new Providers to the Risk Management and Operations subcategory interested in being a part of the Protective Security Services Sub Panel must respond to the following RFP questions. Please note that existing Providers already on the Risk Management and Operations subcategory must complete the Organisational Questions and 'Part Four' questions below, however do not need to complete Parts 1 – 3 of the RFP questions.			
Awareness and Understanding			
Please provide an overview of how the Protective Security Requirements provide value for New Zealand Government (in no more than 300 words).	✓	✓	✓

Please outline how security can be a business enabler for agencies? (In no more than 300 words).			
Please outline the rationale of a risk based security framework (in no more than 300 words).			
Please outline the role that governance plays in the security context (in no more than 300 words).			
Please describe your understanding of security culture and its importance (in no more than 500 words).			
Please describe why security within an agency requires sustained focus, even after target capability is achieved (in no more than 500 words).			
Please outline your ability for your personnel to acquire and hold a national security clearance.			
Experience and Track Record			
Please provide a summary of government agencies (a minimum of two) that you have worked with previously in a security context (within the last five years) including (in no more than 3000 words): <ul style="list-style-type: none"> • The services provided to the government agency • An overview of the work that was completed e.g. final report or advice • A summary of the outcomes achieved as a result of the work. 			
Referees			
Please provide the contact details for two referees which support the examples provided in the question above. In providing these references you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Proposal. You also agree that all information provided by the referee to us will be confidential to us.			
Referee 1 name and organisation			
Referee 1 contact phone and email			
Referee 2 name and organisation			
Referee 2 contact phone and email			

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 7: Services Agreement

This appendix is available at www.gets.govt.nz in the tender listing for this RFP.

Note to Respondents: For existing Panel Providers, we intend to update and reissue Appointment Letters with each Successful Respondent to add the new subcategories and relevant Tier(s) for additional Consultancy Services. You will not be required to enter into an additional Services Agreement for additional subcategories, but you are required to confirm in your Proposal that the additional subcategories to your Appointment Letter will not have any adverse effect on, or changes the performance or the ability to perform your obligations under your existing Services Agreement.

Appendix 8: Financial Analysis template

This appendix is available at www.gets.govt.nz in the tender listing for this RFP.

Appendix 9: Going Concern Letter

This appendix is available at www.gets.govt.nz in the tender listing for this RFP.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Mandatories

PASS / FAIL

Part One: Capability Management 40%

Evaluated once per Respondent by the Capability Management evaluation team

Questions and weightings are evaluated by tiers as below

TIER ONE

Organisational capability	18%
Continuous improvement and value add	6%
Budget and time management	8%
Reporting	4%
Quality Assurance	4%

TIER TWO

Organisational capability	20%
Budget and time management	10%
Reporting	6%
Quality Assurance	4%

TIER THREE

Organisational capability	36%
Reporting	4%

Part Two: Technical Expertise

60%

Evaluated per sub category by the Technical Expertise evaluation team.

Reference Checks are not weighted

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Section	Section Title	Weight	Sub	Sub	Sub	Requi	Requirement Title	Requ	Mandatory Type	For Evaluator Only	Response Item Type	Response Item Label	Is Scored	Supplier	Response
1	RFP Questions	0.1.1	ORG	0.1.1.1	RFP Contact	0	Mandatory	False	Field (Short Text)	Contact name	False	Thompson & Clark Investigations Limited	Nick Thompson		
1	RFP Questions	0.1.1	ORG	0.1.1.1	RFP Contact	0	Mandatory	False	Field (Short Text)	Contact position title	False	Thompson & Clark Investigations Limited	Director		
1	RFP Questions	0.1.1	ORG	0.1.1.1	RFP Contact	0	Mandatory	False	Field (Short Text)	Contact email	False	Thompson & Clark Investigations Limited	S 9(2)(a) @tcil.co.nz		
1	RFP Questions	0.1.1	ORG	0.1.1.1	RFP Contact	0	Mandatory	False	Field (Short Text)	Postal address	False	Thompson & Clark Investigations Limited	PO Box 301 775, Albany, Auckland, 0752		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	Field (Short Text)	Business Entity Type	False	Thompson & Clark Investigations Limited	NZ Limited Company		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	Field (Number)	Number of consultants employed (not sub-contracted)	False	Thompson & Clark Investigations Limited	8		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	Field (Short Text)	NZ Companies Registration Number (or equivalent e.g. Australian Company Number)	False	Thompson & Clark Investigations Limited	1287169		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	Field (Short Text)	NZ Business Number	False	Thompson & Clark Investigations Limited	9429036060023		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	Field (Short Text)	Registered name	False	Thompson & Clark Investigations Limited	Thompson & Clark Investigations Limited		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	Field (URL)	Website url	False	Thompson & Clark Investigations Limited	www.tcil.co.nz		
1	RFP Questions	0.1.2	ORG	0.1.2.1	Organisational Details	0	Mandatory	False	List	Is this a joint proposal/consortium?	False	Thompson & Clark Investigations Limited	No		
1	RFP Questions	0.1.2	ORG	0.1.2.2	Existing provider (Operations Management and Risk subcategory)	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	No		
1	RFP Questions	0.1.2	ORG	0.1.2.3	Respondent Details	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	No		
1	RFP Questions	0.1.2	ORG	0.1.2.4	Respondent Details	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	No		
1	RFP Questions	0.1.2	ORG	0.1.2.5	TIER 1	0	NotMandatory	False	List	Tier 1	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.2	ORG	0.1.2.6	TIER 2	0	NotMandatory	False	List	Tier 2	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.2	ORG	0.1.2.7	TIER 3	0	NotMandatory	False	List	Tier 3	False	Thompson & Clark Investigations Limited	Operations Management and Risk		
															Our organisation provides security risk management services in line with the requirements of the Operations Management & Risk category and all of the services outlined in the Protective Security Services Sub Panel.
															T&C has over 14 years' experience and a large client base which is represented by both global and local New Zealand organisations. With national coverage T&C provides strategic, tactical and operational protective security services to state sector, local government and top 100 New Zealand companies. T&C has had the honour of maintaining continued corporate relationships with some of its clients for over 10 years. During this time T&C has designed and implemented protective security frameworks, helping to protect its client's people, property, information and reputation against security threats. By following the New Zealand and Australian Security Risk Management framework as outlined in AS/NZS ISO 31000:2009 Risk Management Principles and Guidelines T&C has quietly and effectively gone about managing real threats to our clients that at times have been of national public interest. T&C has a small dedicated team of professionals who are based at our office hub in Auckland; where they use agile project management focused on continuous improvement, scope flexibility, team input, and the delivery of quality products to our clients.
1	RFP Questions	0.1.3	ORG	0.1.3.1	Respondent Profile	0	NotMandatory	False	Text	Operations Management and Risk	False	Thompson & Clark Investigations Limited	\$273,284.53		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Accounting	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Assurance	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Audit	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Business Change	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Finance and Economics	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Human Resource	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Marketing and Public Relations	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Policy, Research and Development	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Procurement and Logistics	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.4	ORG	0.1.4.1	Billing History	0	Mandatory	False	Field (Short Text)	Taxation	False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.5	ORG	0.1.5.1	Mandatory Compliance	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.5	ORG	0.1.5.2	Mandatory Compliance	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.5	ORG	0.1.5.3	Mandatory Compliance	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.5	ORG	0.1.5.4	Mandatory Compliance	0	Mandatory	False	List	Please confirm you understand the paragraph above	False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.6	ORG	0.1.6.1	Services Agreement	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.6	ORG	0.1.6.2	Services Agreement	0	NotMandatory	False	Text		False	Thompson & Clark Investigations Limited	N/A		
1	RFP Questions	0.1.6	ORG	0.1.6.3	Services Agreement	0	Mandatory	False	List	Please confirm you understand the paragraph above	False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.6	ORG	0.1.6.4	Services Agreement	0	Mandatory	False	List	Official Information Act 1982	False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.6	ORG	0.1.6.4	Services Agreement	0	Mandatory	False	List	Privacy Act 1991	False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.6	ORG	0.1.6.4	Services Agreement	0	Mandatory	False	List	Public Records Act 2005	False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.6	ORG	0.1.6.5	Services Agreement	0	Mandatory	False	List		False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.7	ORG	0.1.7.1	Insurance	0	Mandatory	False	List	Please confirm that you have read and understand the above clause.	False	Thompson & Clark Investigations Limited	Yes		
1	RFP Questions	0.1.8	ORG	0.1.8.1	Financial Viability	0	NotMandatory	False	File	Please complete and upload the Financial Analysis template downloaded with this RFP Appendix 8 OR	False	Thompson & Clark Investigations Limited	No		
1	RFP Questions	0.1.8	ORG	0.1.8.2	Financial Viability	0	NotMandatory	False	File		False	Thompson & Clark Investigations Limited			
1	RFP Questions	0.1.8	ORG	0.1.8.3	Financial Viability	0	NotMandatory	False	List		False	Thompson & Clark Investigations Limited			
1	RFP Questions	0.1.8	ORG	0.1.8.3	Financial Viability	0	NotMandatory	False	Text	If you answered yes to the above question please provide further details.	False	Thompson & Clark Investigations Limited			
10	SUBCATEGORY: C	0.10.1	PAR	0.10.1.1	Technical Expertise	0	NotMandatory	False	List		False	Thompson & Clark Investigations Limited	Yes		
10	SUBCATEGORY: C	0.10.1	PAR	0.10.1.2	Technical Expertise	0	NotMandatory	False	List		False	Thompson & Clark Investigations Limited	Tier 3		
															have a significant client base, represented by global and local New Zealand companies, private organisations, Government Departments, State Owned Enterprises and Crown Research Institutes.
															What distinguishes T&C is our intelligence-led approach which has the principal purpose of, "clarifying ambiguity in support of decision making under conditions of uncertainty." By adopting an intelligence focused work stream, T&C's Fusion Centre uses innovative intelligence tools and resources to provide advanced warning resulting in reduced uncertainty for clients. By understanding the risk and opportunities T&C helps clients improve the likelihood of better decision outcomes.
															T&C follows the New Zealand and Australia Security Risk Management framework as outlined in AS/NZS ISO 31000:2009 Risk Management Principles and Guidelines. We operate to the highest standards of ethics, code of conduct and are committed to producing positive results for all our clients. All work is conducted in accordance with the law of New Zealand and the principles and guidelines of the Private Security Personnel and Private Investigators Act 2010 and the code of conduct for the industry.
															T&C provides the majority of its client's ongoing situational awareness on a retained basis projecting both a client's reputation and operation. This service encompasses the preparedness, protection and preservation of people, property, reputation, and information, both tangible and intangible.
															At the core of T&C's service is a shared information model completed through our Fusion Centre and information sharing principles. T&C use powerful intelligence software and traditional intelligence cycle standards run by our Collections Manager and Intelligence Analysts (who between them have in excess of 45 years of government collective intelligence and analysis experience) then evaluate, analyse and then disseminate intelligence allowing us to connect the dots for our clients. By using an intelligence Fusion model, T&C manages the flow of information and intelligence across its clients integrating both open and closed sources of information for analysis. The fusion process proactively seeks to identify perceived threats and mitigate them before they occur. Each of T&C's clients is a conduit of raw information which is captured as per the Fusion Centres intelligence principles.
															A fusion centre is defined as "a collaborative effort of two or more agencies that provide resources, expertise, and/or information to the centre with the goal of maximizing the ability to detect, prevent, apprehend, and respond to threats likely to affect T&C's client's
10	SUBCATEGORY: C	0.10.1	PAR	0.10.1.3	Technical Expertise	0	NotMandatory	False	Text		False	Thompson & Clark Investigations Limited			

RELEASED UNDER THE OFFICIAL INFORMATION ACT

15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.1 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited
15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.2 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited
15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.3 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited
15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.4 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited
15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.5 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited
15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.6 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited
15	PART FOUR – PRI	0 15.2 Awareness and Understanding	0 15.2.7 Awareness and Understanding	0 NotMandatory	False	Text	False	Thompson & Clark Investigations Limited

T&C believes the Protective Security Requirements which was approved by Cabinet in December 2014 provides value for the New Zealand Government by allowing its government departments and their functions to enhance the security of its assets and continuity of its business operations through the effective management of security risks within a common structure. The Protective Security Requirements allows for the consideration of specific circumstances to be managed through a risk-based approach.

The New Zealand Protective Security Requirements (PSR) allows agencies to identify their own individual levels of security risk tolerance, achieve the mandatory requirements expected by government and develop an appropriate security culture to securely and effectively meet each agency's business goals.

Protective Security Requirements with its security risk management framework is a powerful tool in assisting the prevention and management of the consequences of events that are often outside of an organisations normal understanding and experience of risk management.

By taking a common approach the Government is able to obtain value by the fact that security resources within government departments are directed towards minimising the number and severity of security incidents that have the potential to cause harm to its people, property, information and reputation.

Good security practices and culture plays a vital role in maintaining the uptime and availability of critical business services of an agency. Professionally tailored robust security policies and practices (with the right associated technology) helps an agency to win business through a reputation of trust, integrity and efficiency, better serve clients, and react with greater agility to a crisis or event that could damage, or even destroy an agency's business. A relevant case in point would be the 1080 poison blackmail attempt against Fonterra in 2014, and which Fonterra's Victim Impact statement to the High Court described as having "struck at the heart of Fonterra's business... (having) very real emotional and financial cost on Fonterra's people and our business." The Ministry for Primary Industries estimated the cost to New Zealand's economy could have been as high as \$7.5 billion had there been an international suspension on Fonterra's products; Fonterra alone stating in its Victim Impact statement the cost of its response to the blackmail threat was \$20 million alone. For Fonterra a timely, professional, and convincingly targeted security response (in which T&C was engaged in a central role) was the enabler to allow the public, customers, and the market to continue to have faith and confidence in the company's products; mitigating a situation which could have been disastrous for both the company and the country's economy. In Fonterra's case, security as a business enabler allowed customer retention. In other cases it can lead to tangible gains in productivity, revenue, and reputational enhancement through public and corporate confidence. A good security culture, properly implemented will help enable an organisation's overall decision making process and maximise its ability to achieve its objectives.

Security risk is a function of the likelihood of consequence and the severity of consequence of an adversarial or non-adversarial security threat. A security threat is predominantly deliberate, 'adversarial' actions designed to exploit vulnerabilities planned to cause maximum harm or impact. While a sound risk based security framework and management system cannot always preclude adverse events from occurring, it does enable security efforts to focus on those things that are most likely to bring the greatest harm, and implement approaches that are most likely to mitigate harm (reputational and/or economic) and prevent or allow an organisation to be better prepared to respond to incidents.

The value of such a framework to decision makers is not in the promotion of a particular course of action, but provides them the ability to distinguish between various choices within the larger context of having correctly identified and analysed the risk. It is an empowering tool for decision makers who may have only one chance to "get it right" in terms of a response. In short, in addressing risk, it allows for a systematic and comprehensive approach to decision making.

Protective Security Requirements, being a risk based approach to security, ensures improved corporate governance and transparency of decision making through managing risks that threaten the ongoing sustainability of an agency. Good governance allows for the shaping of decisions around security and its implementation. It shapes the rules, structures, norms and processes (both formal and informal) that influence how an organisation's security culture operates and is implemented. Considering security from the perspective of governance is useful because it includes oversight of the roles and responsibilities needed to achieve a good security framework, but also highlights how personnel can influence security provisions, management and oversight in both positive and negative ways.

Good governance ensures accountability so there are clear expectations that security provisions, and opportunities are met. It provides transparency, where information is freely available and accessible to those tasked with an organisation's security needs will be affected by decisions and their implementation. It ensures all personnel have a respectful and current understanding of the law, both criminal and civil relevant to the organisation's obligations, functions, safety, and security. It also ensures participation and the opportunity for staff to participate in decision-making and service provisions on an inclusive basis. Critically it must factor responsiveness sensitive to the different security needs of all parts of an organisation. It must ensure effectiveness so that all relevant staff and personnel, contractors, etc fulfill their respective roles, responsibilities and tasks to a high professional standard. Finally, good governance in a security context must ensure efficiency to make the best possible use of the organisation's resources in meeting security needs and measures.

T&C believe strongly in developing a positive security culture within an organisation and do this for our clients. We see security culture as being as important as health and safety and advocate that each person within an organisation take personal responsibility for security. It should be built and encouraged in a way that ensures all internal and external risks are considered in a holistic way. A resilient security culture is both a mind-set and mode of operation that is integrated into day-to-day thinking and decision-making.

A good security culture focuses on the attitudes and behaviours of personnel who collectively maintain, monitor, and cultivate a strong security awareness and action in the protection of business objectives, assets and information. On the other hand, a security culture that is inadequate will facilitate uncertainty and ultimately lead to security incidents that an organisation cannot afford to sustain.

The formulation of an organisation's security culture must be a top down initiative and good security practices delivered by example. This will attract buy in from all staff and help develop a positive culture of awareness and self-policing. An organisation's attitude and culture towards security must be encouraged and this is a core responsibility of the organisation and its management.

An organisation's security culture must be designed and nurtured in a fashion that best supports the needs and requirements of the business. Although no two organisations' security cultures will be the same it is important to develop a suitable framework in which to build from and implement. The four key considerations that will assist in the developing and maintaining of a positive security culture include assessing the organisation, analysing the people and functions, policy development, and procedure implementation.

Like Health & Safety security within an agency requires a sustained focus to ensure that it is indoctrinated into culture and becomes second nature. It avoids recidivism of the threat or repetition of the risk. Resilience must remain an ongoing concern for an organisation, requiring constant adaptation as new vulnerabilities and threats emerge. A sustained focus also acts as a deterrent to future risks and threats to the safety and security of an organisation's operations, reputation, assets, and personnel. A sustained focus allows for allocation of security resources where they are most needed within an organisation at any particular time, ensuring efficiencies are delivered along with protection.

Very few business risks remain static. A risk that is currently within a business's control may not remain so. Therefore ongoing review of risks is essential to ensure that the selected mitigation remains effective. The factors that affect the likelihood and impact of a risk eventuating may change, as could the factors that affect the suitability or cost of the mitigation options. Therefore it is necessary to monitor and review risks on a regular basis. The monitoring and review of the risk seeks to ensure that likelihood has not increased and to ascertain if the cost of the mitigation to reduce the impact has decreased to a level that makes its implementation cost effective. The monitoring and review of risks enables an organisation to learn lessons from the risk management process by reviewing events, response plans and the effectiveness of the outcomes.

The majority of our current personnel have previous (and in some cases extensive) New Zealand Government security-related service where they held Secret, Top Secret, and Top Secret Special security clearances. Some of our staff have previously been engaged in operations to mitigate security-related threats at a national and international level, including having worked closely for and/or with the Security Services and Police Forces of other 'Five Eye Nations.' It is common for T&C to deal with the most sensitive of projects and integrity of its team is paramount to its businesses success.

Question	Question - Options	Response
Contact name		Nick Thompson
Contact position title		Director
Contact email		S 9(2)(a) @tcil.co.nz
Postal address		PO Box 301 775, Albany, Auckland, 0752
1.2.1 Entity Type		NZ Limited Company
1.2.1 Number of consultants employed (not sub-contracted)		8
1.2.1 NZ Companies Registration Number (or equivalent e.g. Australian Company Number)		1287169
1.2.1 NZ Business Number		9429036060023
1.2.1 Registered name		Thompson & Clark Investigations Limited
1.2.1 Website url		www.tcil.co.nz
1.2.1 Is this a joint proposal/consortium?		No
1.2.2 Are you an existing provider on the Operations Management and Risk subcategory responding to join the Protective Security Services Sub Panel?		No
1.2.3 Are you an existing Consultancy Panel Provider applying to change tiers in a subcategory listed on your Appointment Letter?		No
1.2.4 Are you an existing Consultancy Panel Provider responding to additional subcategories?		No
1.2.5 Please identify which subcategory(ies) and tier you are responding to	Tier 1	N/A
	Tier 2	N/A
	Tier 3	Operations Management and Risk
1.3.1 Please provide a brief summary of the Business and Finance Consultancy Services your organisation offers (in no more than 300 words).		<p>Our organisation provides security risk management services in line with the requirements of the Operations Management & Risk category and all of the services outlined in the Protective Security Services Sub Panel.</p> <p>T&C has over 14 years' experience and a large client base which is represented by both global and local New Zealand organisations. With national coverage T&C provides strategic, tactical and operational protective security services to state sector, local government and top 100 New Zealand companies. T&C has had the honour of maintaining continued corporate relationships with some of its clients for over 10 years. During this time T&C has designed and implemented protective security frameworks, helping to protect its client's people, property, information and reputation against security threats. By following the New Zealand and Australian Security Risk Management framework as outlined in AS/NZS ISO 31000:2009 Risk Management Principles and Guidelines T&C has quietly and effectively gone about managing real threats to our clients that at times have been of national public interest. T&C has a small dedicated team of professionals who are based at our office hub in Auckland; where they use agile project management focused on continuous improvement, scope flexibility, team input, and the delivery of quality products to our clients.</p>
1.4.1 Based on the last financial year (1 April 2015-March 2016) please identify total billings (exclusive of GST) for Consultancy Service to Eligible Agencies for each subcategory applied for.	Operations Management and Risk	\$273,284.53
	Accounting	N/A
	Assurance	N/A
	Audit	N/A
	Business Change	N/A
	Finance and Economics	N/A
	Human Resource	N/A
	Marketing and Public Relations	N/A
	Policy, Research and Development	N/A
	Procurement and Logistics	N/A
	Taxation	N/A

1.5.1 If you are an existing Consultancy Services Provider, please confirm that your position with regard to the Mandatory Criteria has not materially changed since your original response.

N/A

1.5.2 If you are a Consultancy Services Provider, please confirm that the addition of the relevant subcategories to your Appointment Letter will not have any adverse effect on, or change, the performance of your obligations under your existing Services Agreement.

N/A

1.5.3 Please confirm that you hold a minimum amount of \$500,000 (for any one claim) Professional Indemnity cover. The CoE reserves the right to see evidence of your Professional Indemnity insurance.

N/A

1.5.4 It is recognised that existing Panel Providers have been assessed as suitable providers of Business and Finance Consulting Services to government. For this reason, any respondent to this RFP who is an existing Consultancy Service Provider should respond 'N/A' to the remaining questions below and skip to Part One provided that the answer to the three preceding questions has been 'Yes'.

1.6.1 Agreement to the Services Agreement – please confirm that you have read and agree to the Services Agreement.

Yes

1.6.2 If you have any comment on the Services Agreement it may be provided here, however please note that we do not intend to negotiate with Successful Respondent(s) regarding the final form of the Services Agreement.

N/A

1.6.3 When handling sensitive or commercial information or material, including individual information, private information, commercially sensitive information, classified information or information relating to sensitive government matters, high levels of integrity are expected. It is expected that information passed between government agencies and their consultants will be handled and treated according to the security classification of the information.

Yes

1.6.4 Please confirm that your organisation and any employees working as consultants within it understand the obligations in regard to the following legislation, as those obligations relate to work in the New Zealand public sector:

Official Information Act 1982 Yes

Privacy Act 1991 Yes

Public Records Act 2005 Yes

RELEASED UNDER THE OFFICIAL INFORMATION ACT

1.6.5 Please confirm that your organisation has documents and enforced policies and/or procedures for handling sensitive or confidential information or material? The CoE reserves the right to ask for more information about and/or copies of your policies and/or procedures. Yes

1.7.1 It is the provider's legal responsibility to hold adequate insurance when engaging in business under any contract that may be created as a result of this RFP process. Please confirm that you have read and understand the above clause. Yes

1.8.1 Please provide the information requested in ONE of the following TWO options. You must provide one set of information, however you do not need to provide both sets of information.

a. Please complete and upload the Financial Analysis template downloaded with this RFP Appendix 8 OR

b. Please upload a letter from your Chartered Accountant (on their letterhead, in the form provided as Appendix 9), stating that your organisation is financially sound as at 31 March 2016.

1.8.3 Is your organisation or associated entities currently in default of any agreement or contract, or subject to any legal proceedings that might adversely affect your financial capacity to provide the Services as defined in the Services Agreement? No

If you answered yes to the above question please provide further details. If you answered yes to the above question please provide further details.

PART TWO – TECHNICAL EXPERTISE

Please identify which tier you are responding to Tier 3

RELEASED UNDER THE OFFICIAL INFORMATION ACT

T&C is New Zealand's leading security risk management company. Founded in 2003, T&C operates nationally and internationally and have a significant client base, represented by global and local New Zealand companies, private organisations, Government Departments, State Owned Enterprises and Crown Research Institutes.

What distinguishes T&C is our intelligence-led approach which has the principal purpose of, "clarifying ambiguity in support of decision making under conditions of uncertainty." By adopting an intelligence focused work stream, T&C's Fusion Centre uses innovative intelligence tools and resources to provide advanced warning resulting in reduced uncertainty for clients. By understanding the risk and opportunities T&C helps clients improve the likelihood of better decision outcomes.

T&C follows the New Zealand and Australia Security Risk Management framework as outlined in AS/NZS ISO 31000:2009 Risk Management Principles and Guidelines. We operate to the highest standards of ethics, code of conduct and are committed to producing positive results for all our clients. All work is conducted in accordance with the law of New Zealand and the principles and guidelines of the Private Security Personnel and Private Investigators Act 2010 and the code of conduct for the industry.

T&C provides the majority of its client's ongoing situational awareness on a retained basis projecting both a client's reputation and operation. This service encompasses the preparedness, protection and preservation of people, property, reputation, and information, both tangible and intangible.

At the core of T&C's service is a shared information model completed through our Fusion Centre and information sharing principles. T&C use powerful intelligence software and traditional intelligence cycle standards run by our Collections Manager and Intelligence Analysts (who between them have in excess of 45 years of government collective intelligence and analysis experience) then evaluate, analyse and then disseminate intelligence allowing us to connect the dots for our clients. By using an Intelligence Fusion model, T&C manages the flow of information and intelligence across its clients integrating both open and closed sources of information for analysis. The fusion process proactively seeks to identify perceived threats and mitigate them before they occur. Each of T&C's clients is a conduit of raw information which is captured as per the Fusion Centres intelligence principles.

A fusion centre is defined as "a collaborative effort of two or more agencies that provide resources, expertise, and/or information to the centre with the goal of maximizing the ability to detect, prevent, apprehend, and respond to threats likely to affect T&C's client's people, assets, operations and reputation.

During our retained service which for some clients lasts over 10 years T&C completes the full spectrum of security risk management services from establishing the context, identify the risk, analysing, evaluating them and then proposing treatments across client companies. This places us in a strong position to apply to supply consultancy services through the Operations, Management & Risk under the Protective Security Services Sub Panel and the following subcategories of

- *Threat assessments
- *Risk assessments
- *Security planning
- *Security governance
- *Security assurance
- *Security design, and
- *Security awareness

Please provide a profile of your organisation including a summary of the Business and Finance Consultancy Service that your organisation offers and the relevant subcategories your organisation is applying for (in no more than 500 words).

T&C's experience has developed the charter of our businesses over the last 14 years. The company has been given the honour of supporting some of New Zealand's most recognisable organisations during some of their most difficult times. Each experience discussed below has been handled in the most professional manner resulting in the building of trusted relationship using core security risk management principles.

Outlined below are a small selection of projects undertaken using our security risk management services.

- *14 years of continued on-going management of issues for 30 plus clients who have been exposed to opposition to oil & gas exploration, climate change and other politically charged issues such as 1080 and genetic engineering.
- *Developing a solution for Mercury Energy to continue the disconnection of electricity from bad debt customers immediately after the unfortunate death of Mrs Muliaga in 2007. The crisis driven solution is now used as "business as usual" by the entire retail energy sector in New Zealand.
- *Leading the crisis response and helping to project manage the Pike River Coal Mine disaster for Pike River immediately after the November 2010 disaster.
- *Supporting Solid Energy's crisis response on the day of the February 2011 earthquake.
- *2012 internal fraud investigation into a Mighty River Power employee who stole \$2.3M from the company
- *Summer of 2013 – 2017: Security risk management services for every offshore oil and gas operation within New Zealand's waters, including Anadarko's US\$250M drilling operation, the deployment of the drill rigs KTIV and ENSCO107 plus numerous 2D and 3D seismic surveys.
- *2014 – 2015 First response to Fonterra's 1080 infant formula threat - November 2014 and continued security risk management support around producing a global Fonterra Security Standard.
- *2016 – 2017 Security Risk management services for both PGS and Schlumberger's offshore 3D Seismic Survey's the largest geospatial surveying of its kind in New Zealand and the biggest survey in the world at the time.

Please provide a summary of your organisation's recent experience providing consultancy services within this subcategory, including key deliverables and outcomes achieved for your clients. You may provide examples to support your answer (in no more than 2500 words).

PRICING	
Please provide the Pre-AoG Government Rate for this subcategory. This rate is defined as the average daily price for a specific Service that would be offered to any Participating Agency, if it were not a party to the AoG (i.e. if that participating Agency were to source such services independently). It is a recent historic rate average that has been charged to government agencies.	Operations Management and Risk Job Level 1
	Operations Management and Risk Job Level 2
	Operations Management and Risk Job Level 3

<p>2.1.3 Please provide an overview of the systems, policies and processes that your organisation uses for managing workforce planning and sub-contractors (in no more than 500 words).</p>	<p>T&C for the past 5 years has used ActionStep a powerful, cloud based practice management software which is run and hosted in New Zealand. We use ActionStep to customise ours and our clients' needs allowing for end-to-end matter management, integrated time billing and accounting and workflow automation. All of our team operate on ActionStep which is championed by our office manager.</p> <p>It's the heart of Actionstep that allows T&C to provide sophisticated workflows that enables us to provide improved productivity and better management of workloads. We set up defined processes, automatically generate documents and e-mails, assign tasks, and ensure that nothing gets missed.</p> <p>ActionStep in New Zealand uses the Catalyst Cloud infrastructure to provide a secure and scalable platform to host our data on. The systems are located in purpose-built high-availability data centres based in multiple locations around New Zealand.</p> <p>Each matter type has a specific workflow to guide T&C through a series of steps. The workflow automates certain actions at each step such as sending out emails, assigning tasks, and prompting users to enter data. The workflow benefits are:</p> <ul style="list-style-type: none"> *Members of the T&C team can easily see what needs to happen next *Compliance is ensured with mandatory tasks at each step *Productivity is improved through automation *Routine work can be delegated to clerical staff *Report on matters step by step.
<p>2.2.1 Explain how your organisation ensures that consultants keep up to date with developments in their area of expertise and how learnings from consultants working across the private and public sector are shared with Participating Agencies (in no more than 300 words).</p>	<p>N/A</p>
<p>2.2.2 Explain how your organisation ensures that consultants keep up to date with developments in their area of expertise (in no more than 300 words).</p>	<p>Our team of consultant are continuously building and learning on their established areas of expertise with every new task they undertake. Being already certified industry experts our team members adopt and follows continued professional development. All team members conduct quarterly snap shot reviews with their lead director providing feedback on tasks completed and discussing their personal development goals. T&C supports its team's personal development goals by allowing individuals to further their knowledge base in a way that best suits the person and matches T&C's business needs. This could be from attending courses, conferences or joining associations. At the leadership level one of our Directors is a current board member of the New Zealand Institute of Professional Investigators, with the other Director recently ending a term as a Director of the New Zealand Security Association.</p>
<p>2.3.1 It is recognised that from time to time a consultant may be removed from or unable to complete an assignment with a Participating Agency. How will you ensure continuity of services to clients and that knowledge is transferred to the replacement consultant with minimal disruption to the agency? Include any tools and techniques that your organisation uses (in no more than 300 words).</p>	<p>T&C is practiced in providing continuity of service to its clients and prides itself on this. Over the past 14 years for various reasons consultants have had to be moved in and out of jobs. Our success in being able to cope with knowledge transfer is in our DNA. Being security risk management professionals each member of our team is used to coping in a team environment which can, at times, be highly pressurised and fast moving. This DNA is cemented in the use of our practice management software ActionStep which ensures workflows are followed and detailed notes stored around any tasks T&C is assigned. Adding to the ability to provide a seamless transfer between consultants and service is the occurrence of a weekly meeting where the team comes together to discuss each other's work flows and offer support and advice where required to each other. On top of this the directors never take time off together ensuring there is always strategic and tactical support to any one working on an active job. Should we need to switch a consultant between jobs it's a natural experience for us which will see a seamless service provision to Participating Agencies.</p>
<p>2.3.2 How will you ensure a consultant assigned to an assignment is best suited to deliver the service to the Participating Agency? (in no more than 300 words).</p>	<p>A T&C director always attends any new project undertaken by the company. From this first meeting with a Participating Agency a scope is developed outlining the proposed outcome and the skills required to complete the job. The director identifies a consultant or group of consultants based on a skills match and review of current workloads who will be best suited to ensure the best outcome. The director will always remain accountable for the job conducting regular reviews on progress. Such reviews can at times see responsibilities changing for the completion of the project should the skill set change. This is often the case on complex tasks.</p>
<p>2.4.1 It is recognised that challenges in consulting engagements may include unrealistic expectations, poorly defined scope or a lack of overarching strategy or direction. Name some of the key things that your organisation does to ensure the success of its consulting engagements and explain why these factors are critical to success? (in no more than 500 words).</p>	<p>T&C's area of expertise is security risk management which is based on a structure of communicating and consulting throughout the process. This foundation to our expertise, plus our 14 years' experience enables us to ensure we provide realistic expectations. We always provide a detailed statement of works with every job, confirming our client's requirements within set timeframes. We establish and continue to understand who within an organisation is accountable and responsible for each task completed by us. Continued good communication with this identified person/s, and efficiently managing scope variations, always result in a positive outcome for our clients and ourselves.</p>

2.5.1 As a Tier 1 provider it is expected that you will have a closer relationship with the CoE than Providers in other tiers. The CoE is interested, on an ongoing basis, in your views and constructive ideas about how the panel arrangements can be optimised for the benefit of all. Some of the challenges to AoG procurement of Consultancy Services are:

N/A

2.5.2 Please outline any innovative offerings available as part of your response and discuss how your organisation will ensure that it offers Participating Agencies the best ongoing value for money (In no more than 500 words).

N/A

2.6.1 Provide an overview of your organisation's Quality Assurance Programme, System or Policy including how often it is reviewed and maintained? The CoE reserves the right to see evidence of your Quality Assurance programme (In no more than 500 words).

N/A

2.6.2 Has your organisation gained any formal independent Quality Assurance standards e.g. ISO9000? (Y/N)

N/A

2.6.3 If you answered yes to the above question please provide more detail about what those standards are (in no more than 300 words).

N/A

2.7.1 It is recognised that a key challenge in consulting engagements is delivery on time and within budget. What systems and practices does your organisation have in place to ensure that you stay within the agreed budget and timeframes of clients? (In no more than 500 words)

T&C is an accomplished business when it comes to delivering our product on time and within budget. We have fine-tuned this process through our practice management software ActionStep. Every job that T&C completes has its unique ActionStep number and depicts a workflow including established budgets. Members of our team complete timesheets in real-time either via their computers or via their phones. At the same time they enter a description of the work completed assigned to the jobs that they are working on. This allows T&C to complete both time and fixed-fee billing based on time. ActionStep allows us to set up expected payment schedules, which also link into steps within the workflow. At each step we can specify whether an invoice needs to be created, or a payment needs to be received before allowing the team member to move to the next step. By using this process we ensure that we stay within the agreed budget and timeframes. A Director also analyses each member of the team's hours weekly to ensure that budgeted hours aren't being exceeded.

2.7.2 Please estimate the portion of your organisation's consulting engagements that are undertaken for a fixed fee?

Percentage

N/A

2.8.1 If your organisation has made any assumptions relating to the RFP which have affected your organisation's proposal please list them here.

N/A

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Question	Answer
<p>15.2.1 Please provide an overview of how the Protective Security Requirements provide value for New Zealand Government (in no more than 300 words).</p>	<p>T&C believes the Protective Security Requirements which was approved by Cabinet in December 2014 provides value for the New Zealand Government by allowing its government departments and their functions to enhance the security of its assets and continuity of its business operations through the effective management of security risks within a common structure. The Protective Security Requirements allows for the consideration of specific circumstances to be managed through a risk-based approach.</p> <p>The New Zealand Protective Security Requirements (PSR) allows agencies to identify their own individual levels of security risk tolerance, achieve the mandatory requirements expected by government and develop an appropriate security culture to securely and effectively meet each agency's business goals.</p> <p>Protective Security Requirements with its security risk management framework is a powerful tool in assisting the prevention and management of the consequences of events that are often outside of an organisations normal understanding and experience of risk management.</p> <p>By taking a common approach the Government is able to obtain value by the fact that security resources within government departments are directed towards minimising the number and severity of security incidents that have the potential to cause harm to its people, property, information and reputation.</p>
<p>15.2.2 Please outline how security can be a business enabler for agencies? (in no more than 300 words).</p>	<p>Good security practices and culture plays a vital role in maintaining the uptime and availability of critical business services of an agency. Professionally tailored robust security policies and practices (with the right associated technology) helps an agency to win business through a reputation of trust, integrity and efficiency, better serve clients, and react with greater agility to a crisis or event that could damage, or even destroy an agency's business. A relevant case in point would be the 1080 poison blackmail attempt against Fonterra in 2014, and which Fonterra's Victim Impact statement to the High Court described as having "struck at the heart of Fonterra's business...(having) very real emotional and financial cost on Fonterra's people and our business." The Ministry for Primary Industries estimated the cost to New Zealand's economy could have been as high as \$7.5 billion had there been an international suspension on Fonterra's products; Fonterra alone stating in its Victim Impact statement the cost of its response to the blackmail threat was \$20 million alone. For Fonterra a timely, professional, and convincingly targeted security response (in which T&C was engaged in a central role) was the enabler to allow the public, customers, and the market to continue to have faith and confidence in the company's products; mitigating a situation which could have been disastrous for both the company and the country's economy. In Fonterra's case, security as a business enabler allowed customer retention. In other cases it can lead to tangible gains in productivity, revenue, and reputational enhancement through public and corporate confidence. A good security culture, properly implemented will help enable an organisation's overall decision making process and maximise its ability to achieve its objectives.</p>
<p>15.2.3 Please outline the rationale of a risk based security framework (in no more than 300 words).</p>	<p>Security risk is a function of the likelihood of consequence and the severity of consequence of an adversarial or non-adversarial security threat. A security threat is predominantly deliberate, 'adversarial' actions designed to exploit vulnerabilities planned to cause maximum harm or impact. While a sound risk based security framework and management system cannot always preclude adverse events from occurring, it does enable security efforts to focus on those things that are most likely to bring the greatest harm, and implement approaches that are most likely to mitigate harm (reputational and/or economic) and prevent or allow an organisation to be better prepared to respond to incidents.</p> <p>The value of such a framework to decision makers is not in the promotion of a particular course of action, but provides them the ability to distinguish between various choices within the larger context of having correctly identified and analysed the risk. It is an empowering tool for decision makers who may have only one chance to "get it right" in terms of a response. In short, in addressing risk, it allows for a systematic and comprehensive approach to decision making.</p>
<p>15.2.4 Please outline the role that governance plays in the security context (in no more than 300 words).</p>	<p>Protective Security Requirements, being a risk based approach to security, ensures improved corporate governance and transparency of decision making through managing risks that threaten the ongoing sustainability of an agency. Good governance allows for the shaping of decisions around security and its implementation. It shapes the rules, structures, norms and processes (both formal and informal) that influence how an organisation's security culture operates and is implemented. Considering security from the perspective of governance is useful because it includes oversight of the roles and responsibilities needed to achieve a good security framework, but also highlights how personnel can influence security provisions, management and oversight in both positive and negative ways.</p> <p>Good governance ensures accountability so there are clear expectations that security provisions, and opportunities are met. It provides transparency, where information is freely available and accessible to those tasked with an organisation's security needs will be affected by decisions and their implementation. It ensures all personnel have a respectful and current understanding of the law, both criminal and civil relevant to the organisation's obligations, functions, safety, and security. It also ensures participation and the opportunity for staff to participate in decision-making and service provisions on an inclusive basis. Critically it must factor responsiveness sensitive to the different security needs of all parts of an organisation. It must ensure effectiveness so that all relevant staff and personnel, contractors, etc fulfil their respective roles, responsibilities and tasks to a high professional standard. Finally, good governance in a security context must ensure efficiency to make the best possible use of the organisation's resources in meeting security needs and measures.</p>
<p>15.2.5 Please describe your understanding of security culture and its importance (in no more than 500 words).</p>	<p>T&C believe strongly in developing a positive security culture within an organisation and do this for our clients. We see security culture as being as important as health and safety and advocate that each person within an organisation take personal responsibility for security. It should be built and encouraged in a way that ensures all internal and external risks are considered in a holistic way. A resilient security culture is both a mind-set and mode of operation that is integrated into day-to-day thinking and decision-making.</p> <p>A good security culture focuses on the attitudes and behaviours of personnel who collectively maintain, monitor, and cultivate a strong security awareness and action in the protection of business objectives, assets and information. On the other hand, a security culture that is inadequate will facilitate uncertainty and ultimately lead to security incidents that an organisation cannot afford to sustain.</p> <p>The formulation of an organisation's security culture must be a top down initiative and good security practices delivered by example. This will attract buy in from all staff and help develop a positive culture of awareness and self-policing. An organisation's attitude and culture towards security must be encouraged and this is a core responsibility of the organisation and its management.</p> <p>An organisation's security culture must be designed and nurtured in a fashion that best supports the needs and requirements of the business. Although no two organisations' security cultures will be the same it is important to develop a suitable framework in which to build from and implement. The four key considerations that will assist in the developing and maintaining of a positive security culture include assessing the organisation, analysing the people and functions, policy development, and procedure implementation.</p>
<p>15.2.6 Please describe why security within an agency requires sustained focus, even after target capability is achieved (in no more than 500 words).</p>	<p>Like Health & Safety security within an agency requires a sustained focus to ensure that it is indoctrinated into culture and becomes second nature. It avoids recidivism of the threat or repetition of the risk. Resilience must remain an ongoing concern for an organisation, requiring constant adaptation as new vulnerabilities and threats emerge. A sustained focus also acts as a deterrent to future risks and threats to the safety and security of an organisation's operations, reputation, assets, and personnel. A sustained focus allows for allocation of security resources where they are most needed within an organisation at any particular time, ensuring efficiencies are delivered along with protection.</p> <p>Very few business risks remain static. A risk that is currently within a business's control may not remain so. Therefore ongoing review of risks is essential to ensure that the selected mitigation remains effective. The factors that affect the likelihood and impact of a risk eventuating may change, as could the factors that affect the suitability or cost of the mitigation options. Therefore it is necessary to monitor and review risks on a regular basis. The monitoring and review of the risk seeks to ensure that likelihood has not increased and to ascertain if the cost of the mitigation to reduce the impact has decreased to a level that makes its implementation cost effective. The monitoring and review of risks enables an organisation to learn lessons from the risk management process by reviewing events, response plans and the effectiveness of the outcomes.</p>
<p>15.2.7 Please outline your ability for your personnel to acquire and hold a national security clearance.</p>	<p>The majority of our current personnel have previous (and in some cases extensive) New Zealand Government security-related service where they held Secret, Top Secret, and Top Secret Special security clearances. Some of our staff have previously been engaged in operations to mitigate security-related threats at a national and international level, including having worked closely for and/or with the Security Services and Police Forces of other 'Five Eye Nations.' It is common for T&C to deal with the most sensitive of projects and integrity of its team is paramount to its businesses success.</p>

<p>15.3.1 Please provide a summary of government agencies (a minimum of two) that you have worked with previously in a security context (within the last five years) including (in no more than 3000 words):</p> <ul style="list-style-type: none"> • The services provided to the government agency • An overview of the work that was completed e.g. final report or advice • A summary of the outcomes achieved as a result of the work. 	<p>Over the past 14 years T&C has worked directly and indirectly for a vast array of Government Agencies, State Own Enterprises and Crown Research Institutes. T&C's heritage has been ingrained in providing security risk management to its clients and outlined below is a summary of some of the work completed within the past five years:</p> <p>Operation Exploration T&C have worked for the past 5 years with a dedicated Government Joint Intelligence Group with regard to opposition to deep sea oil and gas exploration and the Governments response. We have provided threat, risk assessment and security planning for each year's operation on behalf of our clients. This has involved providing to this group continuous security awareness which has resulted in the ability for the Government to respond appropriately to a highly motivated and organised threat. The latest operation resulted in the presentation of information to MBIE that has resulted in legal proceedings being taken against the threat.</p> <p>Operation Concord Op Concord was a matter of National Security and T&C was the first security organisation that the CEO of Fonterra engaged with to seek strategic advice on how best to handle it. T&C's understanding of the gravity of the threat to National Security and its previous dealings with ODSEC and the National Police Security Intelligence and Threats Group allowed the all of Government approach to have a 3 month planning cushion before the threat became public. During that period T&C completed threat, risk assessment and security planning as well as physical and operational security assessments of Fonterra's infant formula supply chain within New Zealand. The result was Fonterra providing confidence to the Government that they had reviewed their supply chain and implemented appropriate controls to the threat by taking a risk based approach.</p> <p>1080 Opposition For the last 5 seasons T&C has provided continued security risk management support to three Government controlled agencies, OSPRI, Orillion (formally Animal Control Products) and the Department of Conservation. This ongoing support has been with regards to on-going strategic, tactical and operational security support around the use of 1080 and opposition to that use. T&C have conducted threat, risk assessment and security planning for all 1080 operations in New Zealand, setting threat levels for organisations and helping them to understand and mitigate against the risk of personal harm to its staff, along with the impacts of economic and reputational damage that those opposed to 1080 can inflict.</p> <p>PHYSEC Department of Conservation T&C is currently implementing the physical security and related governance aspects of the Protective Security Requirements for the Department of Conservation. This is across DOC's entire national operation and has involved T&C developing a PHYSEC policy, standard operating procedures and guidelines. T&C is currently developing an in-house software platform that will allow DOC to manage its PHYSEC program and provide assurance reporting that DOC is improving its security in line with Protective Security Requirements.</p> <p>Ministry of Health T&C currently has a contract with the Ministry of Health to assist its Public Health Units undertake routine investigations under public health legislation, including the Health Act 1956, Sale and Supply of Alcohol Act 2012, Psychoactive Substances Act 2013, Hazardous Substances and New Organisms Act 1996, Biosecurity Act 1993, Prostitution Reform Act 2003, Burial and Cremation Act 1964 and Misuse of Drugs Act 1975. T&C has warranted officers as part of its team to support compliance and enforcement to ensure an effective public health programme as part of the public health continuum and as one strategy in holistic programmes to improve public health. Threat, risk assessment and security planning are key parts of this support.</p> <p>Part Privatisation T&C completed security risk management services for two of the Governments stated owned energy companies after it announced plans to reduce its shareholding from 100 percent to 51 percent and to sell off the remaining 49 percent as part of a controversial "mixed-ownership model" plan. T&C completed threat, risk assessment and security planning and continued awareness support to Mighty River Power and Genesis Energy during this time. Supporting the board and executive after both companies faced threats from those opposed to part privatisation allowed confidence that the company's personnel and assets were appropriately protected during challenging times.</p> <p>TPPA Negotiations & Signing Between 2010 – 2016 T&C has worked with the New Zealand Partnership Forum and MFAT around threat, risk assessment and security planning for negotiation meetings and the signing ceremony of the Trans-Pacific Partnership Agreement. The security risk management planning and support provided ensured the events ran smoothly and without disruption from large scale opposition to the agreement in New Zealand.</p>
--	---

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Inete.

PSR

My name is [insert name], I am ringing from [insert name of organisation] in relation to invitation for submissions for the Protective Security Services Sub Panel, as part of the Consultancy Services Panel Refresh.

[Insert Respondents name] has provided your name as a referee for an engagement they have had with you. Do you have five minutes available to answer a couple of questions in relation to the engagement? Or can I call back at a more convenient time?

Referee Check #1 for [insert name of respondent]		Thompson + Clark.
[Referee company name] MBIE.		
[contact name] Josh Adams		
[phone number] s 9(2)(a) [redacted]		
Question	Answer	
1. Can you confirm the type of services provided by the Respondent and what it was that they delivered or completed e.g. a report or advice	Petroleum Permits -> Permit Holders contracted. High risk/Security arrangements -> worked closely with them. -> very familiar. Employed to be expert witnesses/surveillance ^{exchange} for prosecutions ie Green Rose. In-Clark provide security advice/planning.	
2. What was the length of the engagement?		
3. Who was involved from their end?	Nick Thompson - mainly. ... witnesses -> more junior staff.	
4. Were there any constraints that held up delivery of the services on-time or against budget?	Very professional. Very good job. Know what they are doing + legal constraints involved.	
5. Was the outcome of the Engagement successful? / Were you pleased with the service provided? Did it help you build on your protective security capability?	Positive. Know what they are doing. Provide service as per what would be expected.	
6. Would you engage them again? If not, why not?	Certainly the companies that contract them would + we certainly are happy to work with them.	

Referee Check #2 for [insert name of respondent]	
[Referee company name]	
[contact name]	
[phone number]	
Question	Answer

My name is Julienne McRae. I am ringing from the Ministry of Business, Innovation & Employment in relation to invitation for submissions for the Protective Security Services Sub Panel, as part of the Consultancy Services Panel Refresh.

Thompson & Clark has provided your name as a referee for an engagement they have had with you. Do you have five minutes available to answer a couple of questions in relation to the engagement? Or can I call back at a more convenient time?

Referee Check #2 for Thompson & Clark		
Harry Maher Director, Health & Safety Department of Conservation s 9(2)(a) [REDACTED] hmaher@doc.govt.nz		Harry was contacted because Kathy Houkamau was away on Leave.
	Question	Answer
1.	Can you confirm the type of services provided by the Respondent and what it was that they delivered or completed e.g. a report or advice	Confirmed the services provided in submission. Length of engagement was at least 9-12 months for that particular engagement but they have also been engaged for other things.
2.	What was the length of the engagement?	
3.	Who was involved from their end?	Nick Thompson and one other person.
4.	Were there any constraints that held up delivery of the services on-time or against budget?	No not that I was aware of.
5.	Was the outcome of the Engagement successful? / Were you pleased with the service provided? Did it help you build on your protective security capability?	Yes, good working relationship. They were very professional. Deliverables were delivered. Yes they helped build on our protective security capability.
6.	Would you engage them again? If not, why not?	Yes

Tier	Respondent Name
1	Ernst & Young Partnership
1	KPMG
1	Maven Consulting Ltd
1	Deloitte Limited
1	Beca Limited
3	J H Yearsley Limited
3	PM Systems Limited
3	Mann & Associates Limited
3	Axenic Ltd
3	Thompson & Clark Investigations Ltd (Tier 3)
3	Tracecare

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SUPPLIER INFORMATION

Thompson & Clark Investigations Limited

Status Reason
Active

Owner*
Jacky Steff...

Summary

SUPPLIER INFORMATION

Supplier Name*	Thompson & Clark Investigations Limited
Trading Name	--
Parent Company	--
NZBN*	--
Website	--
New Zealand Owned	No
Ownership	--
Company Number*	--
Companies Office Reg	--
Level of Engagement	--
Finance Debtor Num	--
NGO Partner Program	--

NOTES

ACTIVITIES NOTES

Enter a note

No Notes found.

ApG Supplier Strategy	--
Audit Date	--
Annual Report Date*	--
Annual Profit	--
Annual Turnover	--
GST Registration Num	--
Stock Exchange Listing	--
Standards and Pools I	--
Collusion	No
RFP Exclusion	--
Insurance details	--
Value of Guarantee	--
No. of Employees*	--

ADDRESS

Street 1	PO Box 301 775
Street 2	--
City	Auckland 752
Country*	--
Postal Code	--

CONTACTS

Search for records		
Full Name ↑	Job Title	Email
Nick Thompson		s9(2)(a)@tcil.co.nz

Related Queries

Customer ↑	Supplier	Title	Due Date	Owner	Status Reason ↑	Acknowledgement SLA status	Completion SLA status
No Query records found.							

Active



Thompson and Clark Investigations Ltd

Supplier NZBN	
Capability Description	
Country	New Zealand
Email	s 9(2)(a) @tcil.co.nz
Phone	s 9(2)(a)
Website	
Fax	
Full Address	s 9(2)(a) NEW ZEALAND, 1021
Is The Supplier Organisation Account Activated?	Yes
Number Of Employees	0
Is The Supplier Organisation Account Activated?	Yes
Supplier User Full Name	Nick Thompson
Supplier User Phone	s 9(2)(a)
Supplier User Email	s 9(2)(a) @tcil.co.nz
Supplier User Created Date (dd Mmm yyyy)	28 May 2014

RFx ID	RFx Type Code	Posting Agency	Supplier Subscription Date	Response	Successful Response?
6633706	RFP	HealthAlliance N.Z. Limited	25 Nov 2014	None	N/A
7705392	ROI	Ministry for Primary Industries	05 Jan 2015	None	N/A
18768824	RFP	Ministry of Business, Innovation and Employment	10 Jul 2017	None	N/A
19216460	ROI	Auckland Council	21 Nov 2017	Online	N/A

COMMERCIAL IN CONFIDENCE

Please note that the information contained within this site is commercially sensitive and confidential. The information on this site is provided to help your agency make an informed procurement decision in relation to the supply of the services under the contract your agency is participating in.



OPD ACCESS

From 27 May, some older browsers such as IE8, IE9 and IE10 will be unable to access this website. To check if you will be affected, please read the following news item [Access blocked for older browsers from 28 April](#)



Thompson & Clark Investigations Limited

Business and Finance / Operations Management and Risk



Nick Thompson

s 9(2)(a)
 s 9(2)(a) @tcil.co.nz
 http://www.tcil.co.nz
 PO Box 301 775, Auckland 752

SHORTLIST

EXPORT

[View shortlist](#)

Thompson & Clark is a small boutique consultancy firm of security risk management professionals which provides a bespoke and personal service to our clients.

Thompson & Clark (T&C) has over 14 years' experience and a large client base which is represented by global and local New Zealand organisations. With national coverage T&C provides strategic, tactical and operational protective security services to state sector, local government and top 100 NZ companies. T&C has maintained continued corporate relationships with some of its clients for over 10 years. During this time T&C has designed and implemented protective security frameworks, helping to protect its client's people, property, information and reputation against security threats. By following the NZ and Australian Security Risk Management framework as outlined in AS/NZS ISO 31000:2009 Risk Management Principles and Guidelines T&C has quietly and effectively gone about managing real threats to our clients that at times have been of national public interest. T&C has a small dedicated team of professionals who are based at our office hub in Auckland. Our team members have all been working for T&C for at least the past 5 years and we only engage consultants who have in excess of 10 years Government experience. T&C has 2 shareholders who are the company's directors and who remain personally involved in overseeing every job their team members are involved in. This ensures that T&C provides best suited consultants to any job that is undertaken and has enabled us to meet our clients' needs over the past 14 years. We see this approach as enabling T&C to provide participating agencies with the continuing level of service we provide to our current clients.

AVAILABLE FROM	Now	STANDARD DAILY RATE PER JOB LEVEL	MAX DAILY RATE PER JOB LEVEL
CONSULTANTS AVAILABLE FOR THIS SUB-CATEGORY	4	1	n/a
QUALITY SCORE	N/A	2	n/a
TIER	3	3	n/a
PRICING SCORE	s 9(2)(b)(ii)	4	n/a
		5	s 9(2)(b)(ii)

NZBN #: 9429036060023

Contact Us Procurement



New Zealand Government

COMMERCIAL IN CONFIDENCE

Please note that the information contained within this site is commercially sensitive and confidential. The information on this site is provided to help your agency make an informed procurement decision in relation to the supply of the services under the contract your agency is participating in.



OPD ACCESS

From 27 May, some older browsers such as IE8, IE9 and IE10 will be unable to access this website. To check if you will be affected, please read the following news item [Access blocked for older browsers from 28 April](#)



Thompson & Clark Investigations

Protective Security Services / Protective Security Services

Nick Thompson

s 9(2)(a)

s 9(2)(a)@tcil.co.nz

PO Box 301 775, Auckland 752

SHORTLIST

EXPORT

[View shortlist](#)

AVAILABLE FROM	n/a	STANDARD DAILY RATE PER JOB LEVEL	MAX DAILY RATE PER JOB LEVEL
TIER	3	1	n/a
		2	n/a
		3	n/a
		4	n/a
		5	s 9(2)(b)(ii)

[Contact Us](#) | [Procurement](#)