



Headquarters
New Zealand Defence Force
Defence House
Private Bag 39997
Wellington Mail Centre
Lower Hutt 5045
New Zealand

OIA-2026-5913

13th October 2026

Dear [REDACTED]

I refer to your email of 2 August 2026 requesting, under the Official Information Act 1982 (OIA), the following information:

Total annual expenditure on each of the following product groups, for each of the last five completed financial years (2021/22 to 2025/26):

- a. **Mattresses and mattress protection** — including barracks and camp mattresses, foam mattresses, mattress toppers and overlays, mattress protectors and encasements, and medical facility mattresses including pressure-redistribution and bariatric.
- b. **Beds, bunks and sleeping furniture** — including bed bases and frames, bunk beds, stretchers, camp beds and field sleeping systems.
- c. **Bed linen and bedding** — including sheets, pillowcases, pillows, duvet inners and covers, blankets, bedspreads and pre-assembled bed packs.
- d. **Towels and personal linen** — including bath, hand and face towels, bath mats and bathrobes.
- e. **Accommodation furniture and soft furnishings** — including bedside cabinets, wardrobes, drawers, chairs, tables and curtains for barracks, camp and messing accommodation.
- f. **Uniforms, workwear and apparel** — including shirts, trousers, tee shirts, shorts and singlets, fleece tops, trackpants and sweatshirts, outerwear, underwear and socks, and footwear.
- g. **General-purpose PPE and safety equipment** — including gloves, gowns, aprons, masks and respiratory protection, eye protection, safety footwear, and disposable or reusable protective clothing. I am not requesting information on ballistic, chemical-biological or otherwise operationally sensitive protective equipment.
- h. **Laundry, housekeeping and hygiene consumables** — including commercial laundry equipment, services and chemicals, laundry and carry bags, cleaning cloths, dish cloths and tea towels, commercial kitchen textiles and general hygiene consumables.
- i. **At-risk and anti-ligature products** — including tear-resistant and anti-ligature mattresses, safe bedding, blankets and pillows, and anti-ligature clothing and gowns, for use in medical, mental health, detention and at-risk observation settings.

2. The number of items purchased or replaced annually over the same period for each group above, broken down by category or type if held, and the total number of accommodation beds and mattresses currently in service across the camp and base estate, if available.
3. A breakdown of this expenditure by supplier (supplier name and total annual spend), where this can be released without breaching commercial confidentiality.
4. Any tender documents, requests for proposal, or contract award notices relating to the product groups listed above, issued in the last five years, to the extent these can be released.

I apologise for the delay in providing this response. Facilities maintenance contracts with City Care Limited and PAE (New Zealand) Limited provide the items in product groups *a-e* and *h* of your request. Expenditure for these as discrete inventory/expense items is not recorded by the New Zealand Defence Force (NZDF), except for field sleeping systems that are provided by ADA Proprietary Limited (ADA PTY LTD). The number of field sleeping systems and total annual spend (\$M) for each financial year is provided in the table below:

FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
283	507	1881	1124	1203
\$0.294	\$0.249	\$0.320	\$0.137	\$0.147

For product groups *f, g*, and *i* of your request, these are provided under a wearables supply and managed services contract with ADA PTY LTD. Transaction and expenditure information is only available for the below listed clothing items. NZDF systems only track transactions and the details are provided in the table below by financial year. Several items may be issued in a single transaction.

Categories	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Shirts	11,460	13,060	10,829	9,875	11,226
Trousers	14,876	16,069	15,414	14,062	16,467
Tee-shirts	906	1,746	5,417	5,091	5,276
Shorts	2,360	2,880	3,083	2,665	3,065
Singlets	3,198	2,951	3,089	2,673	3,573
Fleece tops	150	145	336	467	486
Trackpants	40	139	200	210	134
Sweatshirts	1,654	2,060	2,142	1,743	1,945
Outerwear	11,544	13,375	11,309	10,694	10,984
Underwear	1,418	1,641	1,360	1,128	1,455
Socks	12,981	14,671	15,366	14,678	18,697
Footwear	14,057	18,381	19,566	17,126	20,434

The annual spend (\$M) for these items by financial year is as follows:

Categories	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Shirts	\$2.075	\$4.629	\$1.932	\$1.580	\$1.684
Trousers	\$2.752	\$5.224	\$3.117	\$2.908	\$2.899
Tee-shirts	\$0.246	\$0.215	\$0.462	\$0.376	\$0.436
Shorts	\$0.126	\$0.170	\$0.152	\$0.139	\$0.150
Singlets	\$0.347	\$0.369	\$0.286	\$0.252	\$0.310
Fleece tops	\$0.050	\$0.009	\$0.028	\$0.033	\$0.038
Trackpants	\$0.003	\$0.041	\$0.052	\$0.035	\$0.034
Sweatshirts	\$0.115	\$0.170	\$0.162	\$0.139	\$0.140
Outerwear	\$4.866	\$7.189	\$3.967	\$3.634	\$3.209

Underwear	\$0.076	\$0.120	\$0.081	\$0.072	\$0.110
Socks	\$0.458	\$0.639	\$0.727	\$0.765	\$0.833
Footwear	\$2.493	\$3.775	\$4.136	\$3.598	\$4.387

Enclosed are copies of Registrations of Interest, Request for Tenders, and Requests for Proposal for facilities maintenance services across the NZDF regions. No tender, award, provision or notification have been issued for the provision of wearable and managed services by ADA PTY LTD since 2021.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

GA Motley

Brigadier

Chief of Staff HQNZDF

Enclosures:

1. Registration of Interest ROI_241, 7 May 2025
2. Request for Tender RFT_2767, 12 September 2025
3. Request for Proposal Stage One, Northern Region
4. Request for Proposal Stage Two, Northern Region
5. Registration of Interest, Wellington, Tasman and Southern Regions
6. Request for Proposal, Wellington and Tasman Regions
7. Request for Proposal, Southern Region



Call for Registrations of Interest for Facilities Maintenance Services

ROI_241

ROI released: 07 May 2025

Deadline for Questions: 4.00pm 23 May 2025

Deadline for Registrations: 2.00pm 04 June 2025

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This Opportunity in a Nutshell

The New Zealand Defence Force (the NZDF) is seeking prime providers to deliver Facilities Maintenance Services (FMS) for the NZDF Estate. The NZDF estate covers nine camps/bases located in Auckland (Whenuapai, Devonport, Papakura), Central North Island (Linton, Ohakea, Waiouru (and the National Army Museum), Wellington (Trentham), Tasman (Woodbourne), and Canterbury (Burnham), and associated satellite sites related to the camps or bases.

The successful FMS providers will be required to collectively maintain nine complex sites and their related satellite sites, all with large residential, educational and logistics facilities. Several sites have heavy industrial maintenance and fabrication facilities, one contains a port with New Zealand's largest dry-dock, and three are large-airframe operational airports.

The NZDF is seeking to procure experienced prime FMS providers for each of the nine camps and bases, with an independent contract for each site. Waiouru is to be considered as one site; however, the successful provider for Waiouru will be awarded two contracts, required to differentiate between the two legal entities of the NZDF and Queen Elizabeth II Army Memorial Museum Trust Board (trading as the National Army Museum).

This call for Registrations of Interest (**ROI**) is the first stage of a two-stage procurement process. This stage is to provide information about the opportunity and to pre-qualify and shortlist Registrants for the second stage. We are **not** at this stage requesting pricing proposals or finalised site-specific solutions.

This ROI will shortlist Registrants on a per-camp/base basis. This means you must ensure that you complete Criteria 4 for all sites that you wish to be considered for.

What We Need

The NZDF needs to engage prime FMS providers to deliver agreed maintenance service standards that are cost-effective and compliant. This means a prime provider must be capable of delivering the majority of Facilities Maintenance Services (**FMS**) directly themselves and with the assistance of subcontractors. Where the provider utilises subcontractors in its solution, the NZDF requires the prime provider to limit their subcontracting to one level only, and any subcontracting beyond this will require the NZDF's approval on a case by case basis.

Our key focus for the future FMS contracts is for the delivery of core maintenance requirements, using clear prescriptive maintenance specifications and schedules. We will utilise input based contracts, giving the NZDF the ability to control how and when maintenance is performed by the prime FMS providers, and allowing greater flexibility to adapt and adjust to changes in the future.

While structured on a straightforward input specification basis with defined scheduled maintenance task instructions, the future FMS contracts will include the ability to enhance some service requirements during the life of the contract. A maturing approach will allow the NZDF to adopt a more comprehensive asset management and maintenance approach that best aligns with developing improvements within the fiscal environment.

What We Don't Want

This contract opportunity is only for prime providers who are capable of delivering the majority of FMS directly themselves, with the assistance of level one subcontractors. **The NZDF is not seeking to contract directly with non-prime providers who can only deliver part of our requirements or specific specialist services directly themselves.**

What's Important to Us

The NZDF is looking for credible prime providers who have the capability, experience and infrastructure to deliver the FMS required by the NZDF. Registrants need to have a good track record delivering services that are similar to those the NZDF is seeking in size and complexity. We need a sustainable and enduring workforce that has the right skills/experience, in the right geographical locations, to perform the services to the specifications.

It is the NZDF's preference for the prime providers to be based in New Zealand, and an NZDF requirement for the prime providers to have contractual and financial decision-making and binding commitments made in New Zealand, and preferably at each site.

A bit about us

The NZDF protects and promotes New Zealand and its interests at home and abroad across diverse geographic and operating environments. The NZDF provides the New Zealand Government with Defence outputs in conjunction with the Ministry of Defence. Our highest priority is the preparation and readiness of effective armed forces.

Defence Estate and Infrastructure (DEI) is responsible for maintaining the Defence Estate which covers 81,000 ha, supporting more than 14,500 people across Navy, Army, Air Force and Civilian staff.

The general types of facilities to be maintained include:

- Residential dwellings (all camps and bases).
- Campus sites and grounds (all camps and bases).
- Logistic and equipment maintenance facilities (all camps and bases).
- Heavy industry facilities (Trentham, Devonport and Woodbourne).
- Aviation facilities (Woodbourne, Ohakea and Whenuapai).
- Maritime facilities (Devonport).
- Regional facilities such as commercial tenancies or standalone buildings.
- Weapons range and training areas for ground works and structures (two major and four medium field training areas).

Where we operate

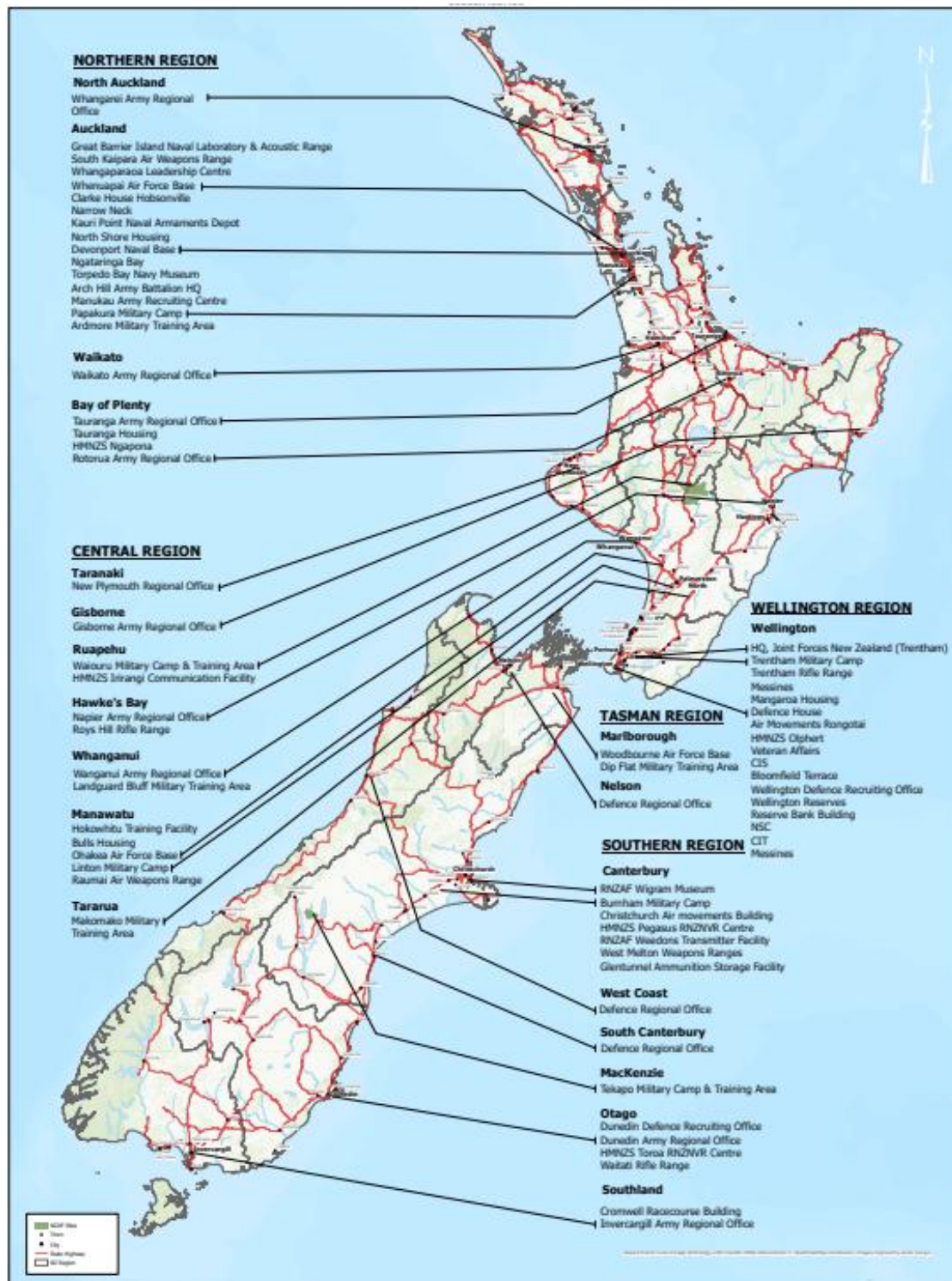
The nine camps and bases are listed below:

- Devonport Naval Base – Auckland.
- Whenuapai Air Force Base - Auckland.
- Papakura Military Camp – Auckland.
- Waiouru Military Camp, including the National Army Museum - Waiouru.
- Ohakea Air Force Base – Ohakea, Palmerston North.
- Linton Military Camp – Linton, Palmerston North.
- Trentham Military Camp – Upper Hutt, Wellington.
- Woodbourne Air Force Base – Woodbourne, Blenheim.
- Burnham Military Camp – Burnham, Canterbury.

The locations covered by the contracts are not restricted to the camps and bases listed above, they also include other related regional facilities, ranges, and training areas in the general geographic region of that camp/base.

As part of this ROI process, you will be required to select which camps and bases you would like to be considered for, noting that the NZDF will shortlist providers per camp and base. You may submit for all nine, or you may select based on those most appropriate for you.

More information can be found at: <https://www.NZDF.mil.nz/defence-and-whanau/where-we-are/>, and the following two pages outline our locations and estate composition.



Nine main camps and bases	Two main training areas
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**Supports
14,500+
people**

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14,500+
people**



- Third highest Crown Land value (\$845M) behind Housing New Zealand (\$16.3bn) and Education (\$5.5bn)

- 5 operational paved runways
- 25+ wharves, jetties and slipways covering a total area of 16,180M²

- Owns one of the only two dry docks in New Zealand
- 350+ barracks/huts providing 7,100+ beds. Owns or maintains 1,900+ houses
- 35+ weapons ranges as well as a number of armouries and bunkers

- 160+ training infrastructure assets including 90+ confidence course structures
- 470+ workshops, warehouses and storage buildings
- 5,350M² of fuel storage, that's more than the volume of two Olympic swimming pools

- 15 medical facilities (including both medical and dental centres)
- 405km+ of road (sealed and unsealed), that's longer than the length of state highway in the Auckland Region (307km)
- 7 swimming pools

- 425km+ of water pipe (portable water, wastewater and storm water pipe)
- Approximately 152 heritage sites (including sites awaiting assessment)

SECTION 1:

Key Information

1.1 Context

- a. This call for Registrations of Interest (ROI) is the first stage of a two-stage procurement process for the Facilities Maintenance Services contract opportunity. A Request for Tender (RFT) will be issued to Registrants who have been shortlisted through this ROI process.
- b. This procurement is being conducted in accordance with the New Zealand Government Procurement Rules (4th edition 2019). At the date of this ROI, the proposed 5th edition of the New Zealand Government Procurement Rules is still under development.
- c. A briefing session is being offered to interested providers which will cover the details of the ROI and provide an opportunity to ask questions. The briefing will only be held online using MTeams, so your physical attendance in person is not required. Interested providers will need to register for the briefing first, then a MTeams meeting invite will be sent to you.
- d. This ROI requires Registrants to confirm that they meet or agree with a range of preconditions and mandatory requirements. Those who do not meet all preconditions and mandatory requirements may not be considered further.
- e. The Technical requirements of this ROI require Registrants to provide information against four key criteria – three criteria are general in nature and focussed on the experience and capability of the Registrant, while the fourth is more geographically and asset-type specific to each camp/base. Weighted scoring will be used for this element and following an evaluation, and consideration of due diligence findings, Registrants who are shortlisted for each camp/base will be invited to participate in the RFT stage with respect to such camp/base.
- f. This ROI process does not assess and will not accept any pricing response, nor are Registrants expected to provide detailed for-contract proposals for delivery of services at specific sites. This will be the subject of the RFT stage.

1.2 Our Indicative Timeline

Note: All dates and times are those applicable in New Zealand at the relevant date. All dates and times set out below are subject to change by written notice from the NZDF.

Activity:	Date:
ROI Issue:	07 May 2025
Deadline to Register for Briefing Session:	Monday 2.00PM 12 May 2025
Date of Briefing Session:	Wednesday 2.00PM 14 May 2025
Deadline for Questions from Registrants:	4.00PM 23 May 2025
Deadline for the NZDF to answer questions:	29 May 2025
Deadline for Registrations:	Wednesday 2:00PM 04 June 2025
Evaluation	June – July 2025
Shortlisting and Notifications/Debriefs	July 2025

RFT process

July – October 2025

Evaluation and Negotiations

November 2025 – February 2026

Anticipated Contract Start Date:

Mid 2026

1.3 How to Contact Us

- a. All enquiries MUST be directed through the SmartProcure message function.
- b. **Potential Registrants wishing to attend the ROI briefing must RSVP via SmartProcure message to the NZDF. The message must include a point of contact email address to receive a MS Teams link. RSVPs must be received by 2:00PM Monday 12 May 2025.**

1.4 Developing and Submitting Your Registration

- a. This is an open competitive two stage procurement process. The ROI sets out the step-by-step process and conditions that apply for the first stage.
- b. Take time to read and understand the ROI. In particular:
 - i. Develop a strong understanding of the NZDF's requirements detailed in [Section 2](#).
 - ii. In structuring your Registration, consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. If anything is unclear or you have a question, ask us to explain. You need to do so before the Deadline for Questions.
- d. Your Registration must be submitted using the NZDF SmartProcure system, and must include:
 - i. the completed Registration Form provided with this ROI;
 - ii. the completed Due Diligence Response Form provided with this ROI and associated information; and
 - iii. the completed Foreign Ownership, Control and Influence DISP Form.
- e. You must complete and sign the declaration at Section 3 of the Registration Form.
- f. Check you have provided all information requested, in the format and order requested.
- g. Having done the work don't be late – please ensure you get your Registration to us before the Deadline for Registrations!

1.5 Our ROI Process, Terms and Conditions (ROI Terms)

- a. This ROI and the associated procurement process are subject to the ROI Terms set out in Section 4.

1.6 Late Changes to the ROI or ROI Process

- a. If, after publishing the ROI, we need to change anything about the ROI, the ROI process, or want to provide Registrants with additional information, we will let all parties who have registered on SmartProcure know using the SmartProcure message function.

1.7 The Requirements and Contracts

- a. The Requirements that comprise this ROI are set out in [Section 2](#) - Our Requirements.
 - b. The proposed contracts for each camp/base are being developed and will be shared at RFT stage.
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SECTION 2:

Our Requirements

2.1 Background

The Defence Estate covers 81,000 hectares, with complex and high-value assets supporting more than 14,500 people (including our Air, Army and Navy services).

The FMS providers will be required to completely maintain the equivalent of nine small towns, all with large residential, educational and logistics facilities, as well as related satellite facilities and areas within the same geographic area. Three of the sites have heavy industry maintenance and fabrication facilities and infrastructure, one with a port with New Zealand's largest dry-dock. Three sites are large airframe operational airports.

2.2 Camp and Base Profile

Profiles for each camp and base can be found in the attachments section of SmartProcure. Attachments include for each camp and base:

- A3 aerial map.
- Horizontal asset map.
- Overall profile.
- Grounds map.

2.3 Defence Estate and Infrastructure

The Defence Estate is considered a strategic asset. It provides our operational capability with the training, working, living environments, and vital infrastructure critical for generating and maintaining the Defence Force. The NZDF needs the right infrastructure, in the right place, at the right time, and at the right cost. In managing and maintaining the Estate, we need to be flexible and have the ability to adapt to changing Defence Force requirements and priorities.

The NZDF's Estate and Infrastructure is old and outdated, with a large proportion dating back to the 1940s. Portions of buildings and infrastructure are at or past the end of their useful life, in poor condition, at risk of not meeting minimum regulatory requirements, and in some cases not fit for purpose.

2.4 Assets to be Maintained

The list below provides a high-level overview of the service area and asset portfolio, noting the assets vary across the camps and bases:

- Grassed areas, grounds, gardens, roads, footpaths, fences and sealed areas.
- Sports fields and playing surfaces, playgrounds, confidence and high ropes courses.
- Airfield, and airfield management, ranges.
- Swimming pools and gyms.
- Buildings and structures, specialised facilities, vehicle wash points, drying rooms.
- Wharves and dry dock maintenance (Devonport).
- Urban warfare training facilities (UTF).
- Boilers and reticulated heating systems.

- Air supply and extraction systems, heating, ventilation and air conditioning.
- Built-in refrigeration units, compressed air and fixed air distribution systems.
- Cranes, lifts, hoists and anchor points.
- Hangar doors, roller/tilt doors and bar grilles.
- Stand-by generators (mechanical) and stand-by generators and ups systems (electrical).
- Electrical supply networks (11,000 and 400 volt, 50Hz and 6,600 volt, 60Hz).
- Exterior and interior lighting, lightning conductors and arrestors.
- Aircraft static earthing points and conductors, earth bonding systems.
- Water supply and treatment systems.
- Wastewater drainage systems and treatment plant.
- Stormwater drainage systems.
- Gas reticulation and heating systems.
- Security systems, security fences and gates.
- Open and closed landfills.
- Fire mains and hydrants, fire extinguishers, aircraft hangar fire protection systems.
- Sub asset plant and equipment maintenance.
- Housing and barracks accommodation.

2.5 Scope of the Facilities Maintenance Services

The Future Facilities Maintenance Services (Future FMS) that will be covered by the contract opportunity cover a range of requirements to meet the ongoing needs of the Defence Estate. A general description of the requirements is included in the table below:

Category	Category Services
Maintenance Services	• General trade services such as carpentry, electrician, plumbing, drain laying, gas fitting, painting, decorating, mechanical. • Various types of civil works and traffic control. • Ground services such as, mowing, gardening and arborist. • Health and safety monitoring and compliance. • Building inspections, compliance and quality management. • Waste management. • Water and waste water reticulation networks, treatment plants, pump stations. • Roofing, glazing, flooring, fencing, heating, signage, locksmith. • Pest control for small plants, animals, insects. • Cleaning services including hygiene and sanitary products and other related services. • Call Centre, administration, and customer services. • Contract management and reporting. • Management and sourcing of bespoke services. • Electrical and hard-wired appliance repairs, and portable appliance testing. • FMS related communication and data reticulation/cabling between buildings, including BMS. • Operational maintenance data to the NZDF. • Condition of asset assessment data when carrying out scheduled maintenance and unscheduled maintenance.
Management Services	• 24/7 site based service help desk, with onsite help desk during business hours. • Core permanent onsite roles such as Site Manager, Health and Safety Supervisor, Operations/Scheduling Manager, Customer Call Centre, Finance/Administrator,

Category	Category Services
	LBP Electrician, LBP Carpenter, LBP Plumber, Three Waters accredited professionals, Ground and Cleaning personnel. • Identified critical roles on site to align with each DEI on site Estate Delivery team. • Mobilisation and Transition Plan to be approved by DEI, tied to milestone payments. • Standard monthly reporting and KPIs. • Contract management for own staff and subcontractors. • Bulk electronic invoicing with alignment of task/activity to Functional Location (FLOC). • Management and delivery of DEI's Site Scheduled Maintenance Plan. • Develop provider Site Operations Plan, Quality Management Plan, Business Continuity Plan, to be audited annually by DEI.

2.6 Maintenance Service Categorisation

The maintenance services will be categorised through two different classifications for each contract:

- **Scheduled.** Repetitive tasks that are included in the baseline services in the FMS contract such as grass cutting, gardening, and trade works. These could be included in a baseline services fixed fee or paid for on a recurring basis when performed.
- **Unscheduled.** Repair of unexpected failures, e.g. burst water pipes, broken windows and chiller failure, etc.

The associated Management Services will include key roles, call centre services, management, governance and reporting.

The contract will include provisions for the additional work to be awarded to the provider on a case by case basis, but without financial or contractual commitment, as described below:

- **Additional Work.** Any additional work will not be guaranteed. However, when additional work is requested by the NZDF from the provider, contractual rates will apply. Additional Work includes:
 - Minor Project Works. Unplanned maintenance that is not part of the Planned Maintenance Programme.
 - Planned Maintenance Programme/Capital Works. Work needed to keep a facility up to standard for its defined useful life. Planned work projects are predefined, and are carried out on a planned priority basis.

2.7 Environmental Services

The prime provider will be responsible for delivering FMS to (and the management of) energy, solid waste, land and water use, vegetation, five waters (wastewater, stormwater, water supply, surface water, ground water). The requirement is to provide:

- safe, wholesome and compliant water supplied in volumes that meet the needs of the NZDF and agreed customers.
- wastewater services that protect the health of the NZDF and the wider community and minimise environmental impacts.
- stormwater services that protect property and minimise environmental impacts.

2.8 Provider Investment

The successful Respondents to the RFT will be required to supply their own plant and equipment to deliver the FMS deliverables for performance of the relevant contract. Therefore, investment by the provider will be required and will vary by camp and base. Shortlisted Registrants will be able to make an informed assessment of those costs during the RFT phase, drawing on site visits and access to more detailed asset information. A small amount of specialist Government furnished equipment unique to each contract will be available for use by the successful Respondents to the RFT.

2.9 Out of Scope

This procurement specifically excludes:

- Asset management advisory services.
- Hospitality Services such as kitchen, dining hall, bar and barrack cleaning, catering, dining, bar services, barrack and transit accommodation management.
- Cadet Units that sit outside of camp and base sites.
- Maintenance of bulk fuel farms.
- Management of Building Warrant of Fitness inspections.

2.10 NZDF onsite contracted partners

Current onsite Government Agencies and contracted partners also use the NZDF assets that are required to be maintained. Some partners may require FMS, however that work sits outside of this contract opportunity. The prime provider at the applicable camp/base will be required to liaise with the relevant NZDF partners, such as Lockheed Martin, Babcock, Airbus, Compass Group, Nelson Marlborough Institute of Technology, Marlborough Airport Ltd, Airways NZ, Air NZ, Youth Development Unit, NZ Police, and Te Whatu Ora.

2.11 Hours of Operation

The NZDF is trained, equipped, and ready to respond to situations 24 hours per day, 7 days per week, supporting people and communities in need. FMS will generally be carried out during normal working hours (0730hrs to 1700hrs Monday to Friday), however, providers will need to be prepared and able to provide services 24 hours a day, 7 days a week.

2.12 Security

Defence Industry Security Programme

In contracting with the NZDF, providers will be required to access secure facilities, assets or classified information. Therefore, you will need to be accredited under the Defence Industry Security Programme (DISP).

Where accreditation is required, there are New Zealand Government and NZDF standards you will need to meet so that our information and assets are protected to the same level we require of NZDF staff. For further information about DISP please refer to:

<https://www.NZDF.mil.nz/assets/Uploads/DocumentLibrary/Defence-Industry-Security-Guide.pdf>

Registrants are required to complete the Foreign Ownership, Control and Influence DISP Form for this ROI. An early risk assessment of Registrants will be undertaken by the NZDF to inform the shortlisting process.

Information Security and Data Protection

To protect Future FMS providers' ability to operate in today's complex information and cyber security environment, and to protect NZDF data, the NZDF's Directorate of Information Security will require compliance with some of the following standards and/or controls – to be confirmed at RFT stage.

- NCSC Cyber Security Framework.
- ISO2700 series.
- NIST SP 800-171.
- NZISM controls <https://www.nzism.gcsb.govt.nz>.

2.13 Health and Safety

The NZDF is responsible for the safety risk management of all personnel, contractors and related activities on its sites. The NZDF has developed the Contractor Health and Safety Specifications (CHESS), which is the core of DEI's Health and Safety Management System and Framework. CHESS informs FMS providers safety plans and ensures that these plans reflect the scope of work undertaken through construction and/or maintenance. Future FMS providers are required to be responsible for all their personnel and subcontractors in relation to the management of, and compliance with, CHESS requirements.

For further information about CHESS please refer to Vol 1 (Policy and Specifications) and Vol 2 (Processes and Procedures) which can be found at: <https://jars.nz/chess.html>

2.14 Contract Term

The anticipated total Contract Term is ten years, initially for five years with two rights of renewal of three years and two years (5+3+2).

The contracts will have varying start dates based on the expiry of the current contracts as detailed below, with the future contracts having anticipated expiration dates in 2036. These dates are subject to change.

Location	Contract Start Date	Anticipated Expiry Date
Trentham	01 June 2026	31 May 2036
Burnham	01 July 2026	31 June 2036
Waiouru and National Army Museum	01 August 2026	31 July 2036
Ohakea	01 August 2026	31 July 2036
Linton	01 August 2026	31 July 2036
Devonport	01 September 2026	31 August 2036
Whenuapai	01 September 2026	31 August 2036

Location	Contract Start Date	Anticipated Expiry Date
Papakura	01 September 2026	31 August 2036
Woodbourne	01 November 2026	31 October 2036

2.15 Contract Value

We estimate the total value of all contracts to be \$71 million per annum for scheduled and unscheduled maintenance. As a guide, the table below provides the estimated expenditure for the last financial year per camp and base.

Location	Scheduled Maintenance	Unscheduled Maintenance	Total Estimated Value p.a.
Trentham	4,700,000	2,000,000	6,700,000
Burnham	6,500,000	3,000,000	9,500,000
Waiouru and National Army Museum	5,900,000	2,800,000	8,700,000
Ohakea	5,300,000	2,000,000	7,300,000
Linton	6,100,000	4,200,000	10,300,000
Devonport	5,300,000	8,100,000	13,400,000
Whenuapai	4,300,000	2,500,000	6,800,000
Papakura	2,200,000	1,300,000	3,500,000
Woodbourne	2,500,000	2,300,000	4,800,000

Note: The above values are based on the previous Outcome Based Contracts, therefore the values may not accurately reflect the future cost for the future Input Based Contracts.

Scheduled Maintenance

Scheduled (proactive) maintenance will be agreed fixed sums.

Unscheduled Maintenance

Unscheduled (reactive) maintenance is a large component of delivering FMS with varying response times depending on priorities. Due to the volume of unscheduled maintenance and to achieve efficiencies for both the provider and the NZDF, the contract will allow for a maximum preapproved threshold of \$2,000 per job (work order).

Value and Availability of Additional Work

Future FMS prime providers may also be engaged to deliver additional work, such as project work and planned maintenance. Historically, additional work has been in the range of \$40 to \$75 million per annum across the Defence Estate. Additional work is dependent on available funding, and the NZDF cannot, and does not, guarantee funding for additional work per camp and base. If funding is available for additional work, it is expected that it will be allocated as detailed in the thresholds table below. However, the allocation of all additional work will be

at the sole discretion of the NZDF, with the NZDF's decision process in each case likely to include provider performance and capability to undertake the type of additional work. The following threshold structure outlines the currently intended purchasing pathway for additional work:

Thresholds	Purchasing Pathways
\$2k to \$100k	1-3 quotes to be provided by the onsite FMS provider.
\$100k to \$1M	3 quotes to be provided by the onsite FMS provider.
>\$1M to \$9M	Open tender process, or an NZDF exemption to use onsite FMS provider.
>\$9M	Open tender process.

2.16 Volume of work

We have estimated the volume of unscheduled work to provide Registrants with an indication only of annual volumes of works orders undertaken at each camp and base. The table below provides a 12 month average taken over a period of two years. However, volumes can fluctuate with the impact of COVID, weather events, budget constraints, etc.

Location	Volume of Unscheduled Maintenance (Individual Work Orders)
Trentham	3,100
Burnham	6,100
Waiouru and National Army Museum	4,800
Ohakea	4,500
Linton	7,200
Devonport	5,075
Whenuapai	3,580
Papakura	1,850
Woodbourne	4,000

2.17 Contract Allocation

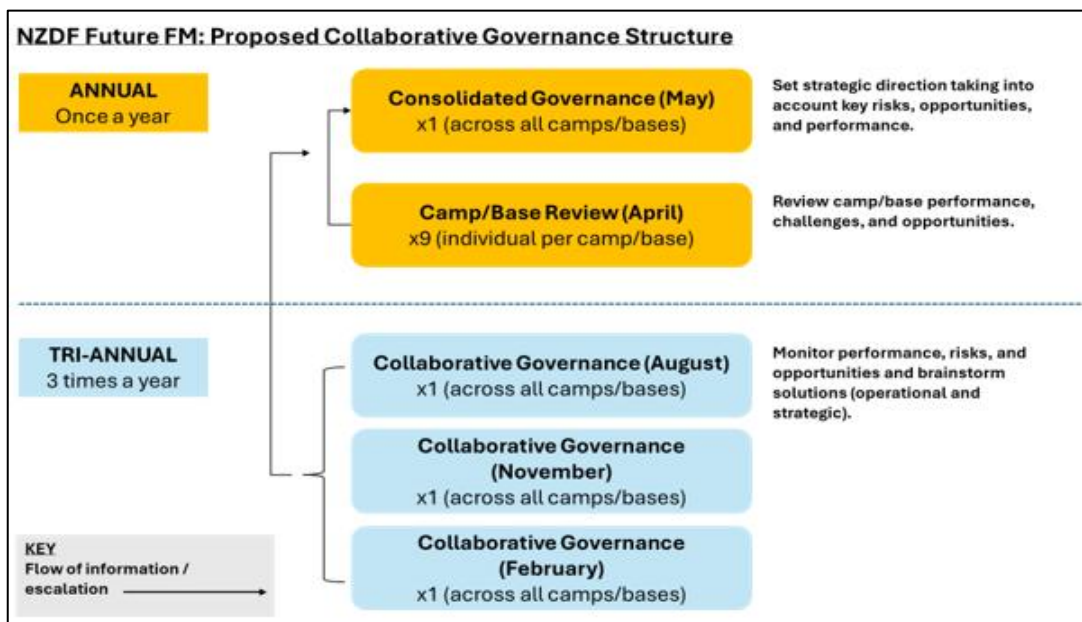
The NZDF is seeking multiple providers (indicatively two to four, but subject to the evaluation process and value for money assessments) to deliver FMS across the Defence Estate. This would result in the 10 separate contracts being bundled across the successful providers, with a minimum of two sites being allocated per successful provider. However, please note that the allocation model remains subject to change depending on the tenders received across the Defence Estate at the RFT stage.

2.18 Collaborative Governance

The NZDF is committed to fostering regular and active involvement between the NZDF and the successful FMS providers, individually and as a group. A collaborative governance approach is crucial to ensuring the success of the future contracts by helping to facilitate:

- Higher-quality and consistent delivery outcomes.
- Enhanced effectiveness and adaptability to evolving maintenance needs.
- Stronger alignment between the NZDF and the FMS providers' priorities and values for the contracts.
- Greater standardisation across all NZDF camps/bases.
- Regular formal and informal communication (two-way), helping to promote a sense of trust, openness and responsiveness.
- Proactive management of issues and initiation of strategic initiatives across the Defence Estate.
- Meaningful stakeholder and customer inclusion.

The proposed collaborative governance structure is shown in the table below:



The collaborative governance structure will help to develop the NZDF's and the FMS providers' contract management maturity by:

- Providing regular scheduled opportunities for the NZDF to proactively communicate and collaborate with FMS provider(s), and vice versa.
- Creating clear pathways for joint problem-solving, decision-making and issue escalation (from the operational level up to the strategic level).
- Enhancing visibility of customer and stakeholder perspectives, and regularly requiring the NZDF and FMS provider(s) to consider these perspectives.

2.19 Transition

The Defence Estate is one of the largest property portfolios in New Zealand, and by far the most diverse and complex. This will be the first time that the NZDF has transitioned to new FMS contracts for all of its sites in the same time period.

Transition and mobilisation of the prime providers to the new contracts is of critical importance to the NZDF and the success of the future contracts.

Each camp and base will work with their contracted Future FMS providers to develop a mobilisation plan that co-ordinates, among other things, a provider training schedule for these activities.

2.20 Bond

As security for defective or unfinished work, non-performance, or to reconstitute the services if the contract is terminated, the successful Future FMS providers will be required to arrange an on demand Performance Bond from a registered New Zealand bank acceptable to the NZDF. This bond will be required to be provided at the commencement of the contract and its value maintained throughout the term of the contract. The sum is yet to be determined, however it will be approximately \$500,000 per contract (the value will be finalised for RFT stage).

2.21 Code of Conduct and Probity

The New Zealand Government has outlined a Code of Conduct that providers are required to adhere to, and compliance with this code of conduct will be a contractual requirement. A copy of the Code as at the date of this ROI can be found at the back of the ROI Terms.

2.22 NZDF Values

What we believe in is what defines the NZDF as an exceptional Force for New Zealand. Who we are, how we act, and what we believe in is at the heart of the trust we have in each other. Our communities know they can count on us because of our courage, commitment, comradeship, and integrity. It is an expectation that the NZDF contracted providers (and their subcontractors) align with the NZDF's values. <https://www.NZDF.mil.nz/the-NZDF/who-we-are/living-our-values/>

SECTION 3:

Our Evaluation Approach

QUALIFICATION ENVELOPE (PASS/FAIL)

3.1 Pre-conditions

Each Registration must meet all the following pre-conditions. Registrations that fail to meet one or more will likely be eliminated from further consideration (at the NZDF's sole discretion). Please carefully consider whether you meet all of the following pre-conditions before responding. Your response in relation to these pre-conditions is required to be included in your Registration Form.

Pre-conditions	Evidence requested to support Registration
Contract Distribution	The Registrant must accept the NZDF intent to award individual camp and base contracts across multiple providers.
Contract Distribution	The Registrant must accept the NZDF's intention to distribute contracts between two and four successful prime providers across the Defence Estate. However, this is at the NZDF's discretion, depending on tenders received at the RFT stage and based on assessment of best public value.
Term	The Registrant must accept a 5+3+2 contract term.
Collaborative Governance	The Registrant must be willing to work in a collaborative governance model that includes other suppliers across other camps and bases.
Subcontracting limitations	The Registrant must agree to comply with the one level limitation for subcontracting, with prior approval required (in specialised situations) from the NZDF to extend the subcontracting level beyond the one level limit.
Geographical Location of Assets within Scope	The Registrant must accept the regional sites within the geographical area of each camp and base are included as part of the camp/base scope of requirements.
Scheduled and Unscheduled Maintenance	The Registrant must accept the contract is to deliver scheduled and unscheduled maintenance at the applicable site and satellite sites, and that any additional work is dependent on the NZDF's available funding, the provider's performance and capability to undertake the additional work and the scale of the work.
Pre-Approval Threshold for Unscheduled Maintenance	The Registrant must accept that it will need to operate with a \$2,000 pre-approval threshold for Unscheduled Maintenance.

Pre-conditions	Evidence requested to support Registration
New Zealand Government Code of Conduct and the NZDF's values	The Registrant must accept the requirement for providers to comply with the New Zealand Government Code of Conduct and the NZDF's values if successful in being awarded and whilst holding any NZDF contract.
Defence Industry Security Accreditation	The Registrant must either have or understand the requirement to have Defence Industry Security Accreditation prior to commencement of the contract if successful.
The NZDF's Contractor Health and Safety Specifications (CHESS)	The Registrant must agree to meet CHESS requirements prior to commencing work with the NZDF.
Performance Bond	The Registrant must accept the requirement for an on demand performance bond per contract, indicatively \$500,000 per contract (value TBC at RFT stage).
Asset Investment	The Registrant must accept there will be capital investment from the successful Respondent at each camp and base being necessary for delivery of the services.
Financial stability	The Registrant must have the financial viability and stability to deliver the Contracts for which the Registrant is registering its interest in this Registration, for the full potential 10 year term.
Due diligence information	The Registrant must complete and submit all due diligence information requested by the NZDF, including completing the separate due diligence response form that forms part of, and was issued with, this ROI.

3.2 Mandatory requirement

For the below mandatory requirements, an overall assessment will be made from the information provided in the Registration Form to determine a pass or fail.

Mandatory Requirements	Response	Evidence requested to support Registration
Prime provider	Pass/Fail	Registration demonstrates using examples that the Registrant is experienced as a prime contractor in a facilities maintenance contract environment across multiple sites of similar scale.
Modern Day Slavery and the Protection of Vulnerable Employees	Pass/Fail	The Registrant must be willing and able to manage issues around modern day slavery and protection of vulnerable employees, including complying with all relevant legislation in these areas. Registration must include relevant evidence of appropriate policies to demonstrate this.

Mandatory Requirements	Response	Evidence requested to support Registration
Foreign Ownership, Control and Influence DISP Form	Pass/Fail	The Registrant must complete, sign and submit the NZDF's Foreign Ownership, Control and Influence DISP Form.
Legal structure	Pass/Fail	Evidence provided that fully describes the ownership and operating structure of the Registrant.
Delegated Contract Authority held in New Zealand	Pass/Fail	Evidence provided that demonstrates that the Registrant has (or will have) a delegated Contract Authority within New Zealand who can make decisions and legally bind the provider, if successful.
Historical/pending legal action/disputes	Pass/Fail	Declaration and description of any historical or pending legal action/disputes have been provided, and these are assessed by the NZDF as not posing risk to any resultant contract (if the Registrant were to be successful).

TECHNICAL ENVELOPE (WEIGHTED SCORING)

3.3 Evaluation Methodology

WEIGHTED ATTRIBUTE METHODOLOGY:

The evaluation model that will be used is weighted attribute (weighted criteria) of non-price factors, with a combination of general (65%) and site/asset specific (35%) criteria.

This approach selects the most appropriate non-price attributes for a specific procurement and ranks the importance of each by placing a weighting on each of them. Once the evaluation scores have been completed and agreed by all members of the evaluation team, the weighting is applied, and scores adjusted to provide the weighted score for non-price attributes.

This ROI does not require Registrants to make any commercial or price proposals.

The preferred Registrant for each camp/base will be shortlisted and invited to participate in the RFT process.

3.4 Evaluation Criteria

Registrations which meet all pre-conditions will be evaluated on their Technical response according to the following criteria and weightings. Registrations will gain one overall weighted score for their response to Criteria 1-3 (out of a possible 65%). They will then gain a weighted score for each camp/base response in Criteria 4 (out of a possible 35%). The Criteria 1-3 score will be added to each Criteria 4 score to provide an overall score for each camp/base.

Technical Criteria (Non-Price)	
Criteria	Weighting
General Previous Experience and Confidence in the Registrant	65%
C1 - Relevant Experience Relevant experience as an FMS prime provider operating on sites that have similar levels of scale, scope and complexity to the NZDF camps and bases. Considerations include:	25%

Technical Criteria (Non-Price)	
- The experience and extent of delivery of FMS as a prime provider to customers with similar scope and complexity to the NZDF sites. - The experience and extent of operating and delivering FMS in restricted and/or controlled sites. - Experience and extent of delivering FMS to horizontal and vertical assets/facilities that form part of a system network. - Experience maintaining assets at or near end of operational life. - Experience maintaining specialised or bespoke assets. - Experience and extent of transitioning and mobilising FMS from an incumbent provider.	
C2 - Demonstrated Track Record Track record in delivery of facilities services. Considerations include: - Previous contracts held that are similar in type, duration, value, and resource delivery model. - Delivery of continuous improvement, including practical application. - Performance in delivering FMS that is responsive and supports business continuity including timely and quality 24/7 services, responsiveness, and in compliance with client requirements.	10%
C3 - Cultural Fit, Ways of Working and Broader Outcomes Working with customers, including supporting effective and efficient ways to work together. Considerations include: - Experience in ensuring transparency, efficiency and adaptability when delivering FMS. - Experience in working within a collaborative contractual relationship. - Alignment to NZDF values. - Support of local subcontracting industry to enable broader outcomes (economic and contractual) for local communities. - Experience in working alongside a customer to achieve positive results through professional working relationships and seamless co-ordination and information/communication flows.	30%
Camp and Base Specific Response	35%
C4 - Technical Experience, Capability and Resourcing Camp and base specific examples that demonstrate technical experience, capability and resourcing. Considerations include (<i>as applicable to relevant camp/base</i>): - Capability and experience to deliver to sites and geographic locations. - Resources and established contractual arrangements to deliver at each site. - Local knowledge and experience of each site, including current industry relationships held. - Experience in maintaining assets related to aviation – those being airfields, runways, and/or airframe maintenance facilities and hangars. - Experience in maintaining assets related to maritime operations – those being docks/shipyards and/or heavy engineering assets/facilities. - Experience and capability in providing services in archive, museum or exhibit environments. - Experience in providing services to bespoke training and management facilities, including the management of resources in a highly controlled environment. - Experience and capability in maintaining and operating Three Waters assets.	35%

Technical Criteria (Non-Price)	
• Experience and capability in providing metal roading maintenance services. • Experience in maintaining levels of service to assets undergoing major regeneration or upgrade. • Experience in providing services to large campus sites, ideally those with heavy vehicle and logistic facilities. • Experience and capability in working within secure, access-controlled corporate or headquarters facilities. • Experience in providing services to heavy industry facilities such as engineering, vehicle maintenance and warehousing sites.	
Total Weightings:	100%

SECTION 4:

ROI Terms and Conditions

These ROI Terms and Conditions (the **ROI Terms**) are the process terms and conditions that apply to this ROI.

4.1 Preparing and submitting a Registration

- (a) By submitting a Registration to the NZDF in response to the call for Registrations of Interest (**ROI**), the Registrant accepts that it is bound by these ROI Terms.
- (b) Each Registrant is to include in its Registration all information requested by the NZDF in this ROI. This includes completing and submitting the forms and information referenced in paragraph 1.4 of this ROI.
- (c) New Zealand time, dates and currency apply unless stated otherwise.
- (d) Each Registrant must:
 - (i) examine this ROI, any documents referenced in this ROI and any other information provided by the NZDF;
 - (ii) consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Registration to manage such risks and contingencies;
 - (iii) document in its Registration all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the NZDF or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements;
 - (iv) if appropriate, obtain independent advice before submitting a Registration; and
 - (v) satisfy itself as to the correctness and sufficiency of its Registration, including any proposed pricing and the sustainability of that pricing (where requested).
- (e) Each Registrant that prepares and submits a Registration does so based on the Registrant's acknowledgment and agreement that:
 - (i) the NZDF makes no representations or warranties that the information in this ROI or any information communicated or provided to the Registrant during this ROI process or the procurement process as a whole, is, or will be, accurate, current or complete;
 - (ii) it does not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these terms other than as expressly stated by the NZDF in writing;
 - (iii) it has relied entirely upon its own enquiries and inspection in respect of the subject of its Registration and has obtained all information necessary for the preparation of its Registration prior to submitting its Registration;
 - (iv) it is aware of its obligations under the Commerce Act 1986, and the NZDF's requirement that the Registrant has not and does not engage in any conduct that could be considered by the NZDF to be anti-competitive, competition-reducing or act as a barrier to any other party to participation in this ROI;
 - (v) it is aware of the Fair Trading Act 1986 and Part 6 of the Crimes Act 1961 under which giving false or misleading information is a serious offence;
 - (vi) it is aware of the impact of the Public Audit Act 2001 on its participation in this ROI, any future RFP or RFT and any resultant contract; and
 - (vii) it is aware that the NZDF has obligations under the Official Information Act 1982 and other public accountability requirements, and understands the impact of these on its participation in this ROI process, any future RFP or RFT process and any resultant contract.

- (f) Each Registrant understands and agrees that this ROI process is intended to be used to create a shortlist of participants who will be invited to participate in a closed RFP or RFT in relation to this contract opportunity. The NZDF reserves the right to determine how many Registrants (if any) will be shortlisted and invited to respond to an RFP or RFT, or to negotiate directly with any Registrant. The basis for selection of the shortlisted Registrants is intended to be as set out in this ROI, but the NZDF reserves the right to alter that as it sees fit.
- (g) Each Registrant, its personnel, subcontractors and representatives must comply with the NZDF's security and operational requirements where they have any access to any property or information of the NZDF.
- (h) Each Registrant is to comply with the New Zealand Government Supplier Code of Conduct throughout the procurement process, and in relation to any contract should the Registrant be successful. A copy is set out at the end of these ROI Terms.
- (i) The NZDF is constrained by laws controlling incurring credit (including pre-payments), finance leases and in respect of guarantees, indemnities and other contingent liabilities.
- (j) The Registrant acknowledges that it is the NZDF's policy to require prepayment securities in the form of on demand advance payment bonds issued by a reputable financial institution that is acceptable to the NZDF in relation to all advance payments and progress payments under any contract. This requirement relates to every amount the NZDF is required under a contract to pay the supplier before the NZDF is delivered goods and services of equivalent value. Other financial securities and/or a parent company guarantee may also be required and will be described in the RFT.

4.2 Registrants' questions

- (a) Each Registrant should satisfy itself as to the interpretation of this ROI. If there is any perceived ambiguity or uncertainty in any ROI document, the Registrant should seek clarification before the Deadline for Questions specified in this ROI.
- (b) All requests for clarification must be made by submission through the SmartProcure messaging function and must clearly and concisely set out what matters require clarification or what further information is sought. The NZDF will endeavour to respond to requests in a timely manner, and endeavour to respond no later than the Deadline for the NZDF to answer Registrants' questions specified in this ROI.
- (c) If the NZDF considers a request to be of sufficient importance to all Registrants, it may provide details of the question and answer to other Registrants. In doing so, the NZDF may summarise the Registrant's question and will endeavour not to disclose the Registrant's identity. The question and answer may be posted on SmartProcure and/or emailed to known participating Registrants. A Registrant may withdraw a request at any time prior to it being answered.
- (d) In submitting its question or request for clarification, the Registrant may indicate any information that it considers to be commercially sensitive. The NZDF may modify a question or request for clarification to eliminate commercially sensitive information, and publish that modified question/request and response where the NZDF considers it to be of relevance to all Registrants. In any event, the NZDF will be the sole judge of whether an enquiry or the response constitutes commercially sensitive information, and the sole judge of whether or not an enquiry and response should be disclosed to other potential Registrants.

4.3 Submitting a Registration

- (a) Each Registrant is responsible for ensuring that its Registration is received by the NZDF following the submission instructions set out in this ROI on or before the Deadline for Registrations stated in this ROI. Any instructions in this ROI relating to format and/or use of separate envelopes must be complied with. All Registrations must be in either

Microsoft Word or PDF (word searchable) format, and use Calibri 11 font text (or similar text size).

- (b) The NZDF is not under any obligation to check any Registration for errors and is entitled to rely on the Registrant's Registration and all information provided by the Registrant (e.g., correspondence and clarifications). In submitting a Registration and communicating with the NZDF, each Registrant undertakes that all information it provides to the NZDF:
 - (i) is true, accurate and complete, and not misleading in any material respect; and
 - (ii) does not contain materials, information or documentation that will breach a third party's rights (including their intellectual property rights).
- (c) Where the NZDF requires the Registration to be delivered in different formats or in different settings (e.g., soft copies, hard copies or through an oral presentation), the Registrant is responsible for ensuring that all parts of its Registration are consistent.
- (d) The Registrant undertakes to promptly advise the NZDF's Point of Contact of any change in circumstances that causes any information contained in its Registration to become inaccurate or misleading in a material respect.

4.4 Meetings

- (a) Any meetings to be held in connection with this ROI will be held at the NZDF's premises (or other premises nominated by the NZDF) in New Zealand unless otherwise notified by the NZDF. Any site visits will take place at the location notified by the NZDF. Attendance at all meetings, site visits industry days and the like by the Registrant will be at the Registrant's own expense. If face to face meetings are not able to occur for any reason, then a Microsoft Teams Meeting or similar platform may be offered by the NZDF at its discretion.

4.5 Evaluation panel

- (a) The NZDF will convene an evaluation panel comprising members chosen for their relevant expertise and experience.
- (b) The NZDF may use third parties to assist it in evaluating Registrations as required.

4.6 Third party information

- (a) Each Registrant authorises the NZDF to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Registrant's Registration.
- (b) Each Registrant is to ensure that all referees listed in support of its Registration agree to provide a reference.
- (c) To facilitate discussions between the NZDF and third parties, each Registrant waives any confidentiality and privacy obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

4.7 NZDF's clarification

- (a) The NZDF may, at any time, request from any Registrant clarification of its Registration as well as additional information about any aspect of its Registration. The NZDF is not required to request the same clarification or information from each Registrant.
- (b) The Registrant must provide the clarification or additional information in the format and timeframe requested by the NZDF.
- (c) There is no obligation on the NZDF to take into account additional information provided by a Registrant in response to a request for additional information. However, the NZDF may take such clarification or additional information into account in evaluating the Registration.
- (d) Where the NZDF considers that a Registrant has failed to respond adequately or within a reasonable time to a request for clarification or additional information, the NZDF may

cease evaluating that Registrant's Registration and may eliminate the Registration from this ROI process, in each case at the NZDF's sole discretion.

4.8 Evaluation

- (a) The NZDF will base its initial evaluation on the Registrations submitted in response to this ROI, as well as any relevant information in its possession or that it has obtained from any source. The NZDF may adjust its evaluation of a Registration following consideration of any clarification or additional information, if any. The quality and the format of the Registration will be taken into account when evaluating the Registration.
- (b) Each Registration must comply with all of the evaluation criteria that are designated as mandatory. A Registration that fails in the NZDF's view to fully comply with all mandatory criteria will be deemed a Non-Conforming Response, and, at the NZDF's discretion, may be excluded from this ROI process, and not considered further.
- (c) Evaluation criteria designated as desirable will be taken into account by the evaluation panel when conducting the evaluation. A Registration that does not comply with all desirable criteria may reduce the Registrant's overall score, but will not result in the exclusion of the Registration from further consideration.
- (d) The NZDF may, at its sole discretion:
 - (i) invite any Registrant to a one-on-one evaluation conference in order to review and clarify its Registration and to enable the NZDF to interview key personnel identified in the Registration;
 - (ii) conduct site visits and/or inspect any facilities and/or equipment of any Registrant and/or its proposed subcontractors, at reasonable times as part of the evaluation process;
 - (iii) consider additional information related to any evaluation criteria;
 - (iv) consider material submitted in response to one evaluation criterion in the evaluation of any other criterion; and
 - (v) use material submitted by the Registrant in other procurement processes conducted by the NZDF, or information obtained by or provided to the NZDF in connection with any government to government channels, for purposes consistent with the NZDF's procurement objectives.
- (e) In deciding which Registrant(s) to shortlist (if any), the NZDF will take into account the results of the evaluations of each Registration as well as each Registrant's:
 - (i) understanding of the NZDF's requirements; and
 - (ii) assessed capability to fully deliver each applicable contract.
- (f) In deciding which Registrant(s) to shortlist (if any), the NZDF may also take into account any of the following additional information:
 - (i) the results from reference checks, site visits/meetings and any other due diligence;
 - (ii) any matter that materially impacts on the NZDF's trust and confidence in the Registrant; and
 - (iii) any other relevant information that the NZDF may have in its possession.
- (g) The NZDF will inform a Registrant if it has been shortlisted. Being shortlisted does not constitute acceptance by the NZDF of the Registrant's Registration, or imply or create any obligation on the NZDF to enter into negotiations with, or award a contract for delivery of any of the Requirements to, any shortlisted Registrant. The NZDF may or may not make the shortlist public, at its discretion.
- (h) The NZDF is not bound to shortlist or negotiate with any Registrant.

4.9 Registrants debrief

- (a) The NZDF will offer all Registrants that are not shortlisted a debrief. Each Registrant will have 20 Business Days from the date of the NZDF's offer to request a debrief. When a Registrant requests a debrief, the NZDF will provide the debrief within 30

Business Days of the date of the request, or of the date the last contract has been signed in relation to this contract opportunity, or of the date the procurement has been formally cancelled (if applicable), whichever is latest.

- (b) The debrief may be provided by the NZDF by letter, email, phone or at a meeting in Wellington, New Zealand. The debrief will:
 - (i) provide the reasons why the Registration was not shortlisted;
 - (ii) explain how the Registration performed against the evaluation criteria;
 - (iii) indicate the Registration's relative strengths and weaknesses;
 - (iv) seek to address any concerns or questions from the Registrant; and
 - (v) seek feedback from the Registrant on this ROI and the overall procurement process in which the Registrant took part.
- (c) No express comparison with any other Registration or Registrant will be made; however, the debrief may provide, in general terms, an explanation of the relative advantage(s) of the successful Registration.
- (d) Each Registrant shall meet its own costs associated with any debrief.
- (e) Where a probity auditor is appointed for this procurement, the probity auditor may also make contact with each Registrant separately to discuss the procurement process with them.

4.10 Notification of final outcome

- (a) Following the award of the final contract in relation to this procurement (if any), the NZDF may publish a contract award notice on the Government Electronic Tenders Service (GETS).

4.11 Issues and complaints

- (a) A Registrant may, in good faith, raise with the NZDF or the probity auditor (if appointed) any issue or complaint about this ROI (including any interpretation or inconsistency issues), or about this procurement process. Any such issue or complaint shall be lodged in writing with the NZDF's Point of Contact or with the probity auditor (where a probity auditor has been appointed in relation to the procurement).
- (b) The NZDF (or the probity auditor, if applicable) will consider and respond promptly and impartially to the Registrant's issue or complaint. The outcome of any review by a probity auditor will be documented and provided to both the NZDF and the Registrant.
- (c) Both the NZDF and the Registrant agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to this ROI or this procurement process.
- (d) The fact that a Registrant has raised an issue or complaint will not be used by the NZDF to unfairly prejudice the Registrant's ongoing participation in this procurement process or future contract opportunities.
- (e) Paragraph **Error! Reference source not found.** applies with respect to any such issue or complaint, where the NZDF considers the issue or complaint is of general application to this ROI or all Registrants.

4.12 NZDF's Point of Contact

- (a) All enquiries regarding this ROI must be directed to the NZDF's Point of Contact utilising the SmartProcure message function. Registrants must not directly or indirectly approach any representative of the NZDF, or any other person, to solicit information concerning any aspect of this ROI or this procurement process. Unauthorised contact with any NZDF person other than the NZDF's Point of Contact may result in the Registrant being disqualified from further participation in this procurement process at the NZDF's sole discretion.
- (b) Only the NZDF's Point of Contact is authorised to communicate with Registrants regarding any aspect of this ROI and this procurement process. The NZDF will not be bound by any statement made by any other person.

- (c) The NZDF may change the NZDF's Point of Contact at any time. The NZDF will notify Registrants of any such change. This notification may be posted on SmartProcure or sent directly by email to the relevant Registrants or known prospective Registrants.
- (d) Where a Registrant has an existing contract with the NZDF, business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Registrants must not use business as usual contacts to lobby the NZDF, solicit information or discuss aspects of this ROI or this procurement process.

4.13 Conflict of interest

- (a) Each Registrant must complete and submit as part of its Registration the conflict of interest declaration that is required by this ROI. Each Registrant must disclose any circumstances, arrangements, understandings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest that a Registrant could have as a result of participating in this procurement process or as a result of any contract that may be negotiated or executed between the Registrant and the NZDF. A conflict of interest may include being a member of the NZDF or having a close relationship with a person who is a member of the NZDF.
- (b) Each Registrant must immediately inform the NZDF should a conflict of interest arise during this procurement process, including after submission of its Registration but prior to contract award. A material conflict of interest may result in the Registrant being disqualified from participating further in this procurement process at the NZDF's discretion.
- (c) If a Registrant fails to notify the NZDF of a conflict of interest or is unable or unwilling to resolve or deal with the conflict as required by the NZDF, the Registrant may be disqualified from participating further in this procurement process at the NZDF's discretion.

4.14 Ethics

- (a) Each Registrant must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the NZDF in relation to this ROI or the procurement process.
- (b) Each Registrant must not seek or accept assistance from any current personnel, employees or contractors acting in employee or reservist roles to the NZDF, or any consultants or contractors who are or have been engaged in relation to the Future FMS project, or utilise any information unlawfully obtained from the NZDF or any of its personnel (including in breach of an obligation of confidentiality) in the preparation of its Registration.
- (c) Each Registrant must not engage in professionally inappropriate behaviour or other unethical behaviour. This includes actions that could result in a potential competitor being dissuaded from participating in this procurement process due to other relationships with the Registrant being leveraged to prevent such participation.
- (d) If any Registrant attempts to do, or the NZDF has reason to believe it has attempted to do, anything prohibited by paragraphs (a), (b), 4.14(a), 4.14(b) or 4.14(c), that Registrant may be disqualified by the NZDF (at its sole discretion) from participating further in this procurement process.
- (e) The NZDF reserves the right to require additional declarations, or other evidence from a Registrant, or any other person, throughout this procurement process to ensure probity of this procurement process. Each Registrant consents to the collection and provision of all such information and evidence.

4.15 Anti-collusion and bid rigging

- (a) Each Registrant must not engage in collusive, deceptive or improper conduct in the preparation of its Registration or other submissions or in any discussions or negotiations with the NZDF. Such behaviour may result in the Registrant being

disqualified from participating further in this procurement process at the NZDF's discretion, and could result in that Registrant being excluded from participation in future procurements run by the NZDF. In submitting a Registration, the Registrant warrants that its Registration has not been prepared in collusion with a competitor and nor has the Registrant (or any of its constituent members) acted in a way that could reasonably be considered by the NZDF to constitute anti-competitive behaviour or professionally inappropriate behaviour.

- (b) The NZDF reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by a Registrant to the appropriate authority and to give that authority all relevant information, including a Registrant's Registration, and the NZDF reserves the right to pursue other remedies available against a Registrant that the NZDF reasonably believes has engaged in such conduct under any applicable law.

4.16 Confidential Information

- (a) The NZDF and each Registrant will each take reasonable steps to protect Confidential Information of the other and, subject to paragraphs 4.16(b), 4.16(c) and 4.16(d), and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information of the other to a third party without the other's prior written consent or as expressly permitted by this ROI.
- (b) The NZDF and each Registrant may each disclose Confidential Information of the other to any person who is directly involved in this ROI process on its behalf, such as officers, personnel, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in, or running, this ROI process. To avoid doubt, Registrants cannot otherwise disclose Confidential Information except as expressly permitted by these ROI Terms or with the NZDF's prior written consent.
- (c) The NZDF may disclose Confidential Information (excepting price information) contained in a Registration to the Governments of Australia, Canada, the United Kingdom and/or the United States of America if such information is requested by those governments. If Confidential Information is disclosed to overseas Governments under this paragraph 4.16(c), it will be done on a confidential basis.
- (d) Each Registrant acknowledges that the NZDF's obligations under paragraph 4.16(a) are subject to requirements imposed on the NZDF by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention and other obligations imposed by law. In addition, the NZDF will not be in breach of its obligations if Confidential Information is disclosed by the NZDF to the appropriate authority in accordance with paragraph (b). Where the NZDF receives an OIA request that relates to the Registrant's Confidential Information, the NZDF may ask the Registrant to explain why the information is considered by the Registrant to be confidential or commercially sensitive, but nothing in this ROI will prevent the NZDF from complying with its obligations under the OIA, parliamentary and constitutional convention and any other obligations implied by law.
- (e) By submitting a Registration, the Registrant authorises the NZDF to collect and use any information in respect of the Registrant and the parties named in its Registration, including personal information as defined in the Privacy Act 2020. The Registrant (and such parties) may require the NZDF to update or correct that information.

4.17 Confidentiality of ROI information

- (a) The Registrant agrees to keep any information provided by or on behalf of the NZDF in relation to this ROI, or any RFP or RFT issued to it, that is not publicly available strictly confidential at all times, including beyond the conclusion of this procurement process.
- (b) A Registrant may disclose any confidential ROI information to any person described in paragraph (b) but only for the purpose of participating in this ROI. The Registrant must

take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to this ROI.

- (c) The Registrant agrees not to make any public statement, advertisement or announcement to any third party in relation to any aspect of this ROI, this procurement process or the award of any contract, without the NZDF's prior written consent.

4.18 Costs of participating in this procurement process

- (a) Each Registrant will meet its own costs associated with the preparation and presentation of its Registration (including attending any industry briefings, site visits, presentations or meetings), any further participation in the procurement process and any negotiations, and no such costs will be included in or attributed to the price, nor will the Registrant recover, or attempt to recover, such costs from the NZDF in any other manner.

4.19 Ownership of documents

- (a) This ROI and its contents remain the property of the NZDF, including all specifications, manuals and other documentation provided or disclosed to the Registrant during this procurement process. All intellectual property rights in this ROI remain the property of the NZDF or its licensors. Any improvements, enhancements or development of these will also become the property of the NZDF.
- (b) The NZDF may request the immediate return or destruction of any or all ROI documents and any copies. Each Registrant must comply with any such request in a timely manner and, on request, provide written confirmation that it has complied with this paragraph and such request.
- (c) All documents forming the Registration will, when delivered to the NZDF, become the property of the NZDF. Registrations will not be returned to Registrants at the end of this procurement process and may be retained or destroyed by the NZDF at the NZDF's sole discretion.
- (d) Subject to paragraph 4.19(a), ownership of intellectual property rights in the Registration remain the property of the Registrant or its licensors. However, despite paragraph 4.16, the Registrant grants to the NZDF a non-exclusive, perpetual, irrevocable, royalty-free licence to retain, use, copy and disclose information contained in the Registration or otherwise provided to the NZDF as part of this procurement process, for any purpose related to this procurement process and all purposes contemplated in this ROI.

4.20 Agents

- (a) The NZDF may not consider Registrations from an agent for another party unless the agent is authorised to submit the Registration. Registrations submitted by agents must include:
 - (i) written evidence from the agent's principal that the agent is the authorised agent of the principal and that the agent is authorised to submit the Registration; and
 - (ii) advice from the agent's principal on whether the NZDF must deal through the agent or whether the NZDF may deal directly with the principal.
- (b) Failure to provide this information may invalidate the Registration.

4.21 No binding legal relations

- (a) Neither this ROI, nor any part of this procurement process, creates a process contract or any legal relationship between the NZDF and any Registrant, except in respect of:
 - (i) any declaration given by the Registrant in its Registration;
 - (ii) the Registrant's statements, representations and/or warranties in its Registration and in its correspondence and negotiations with the NZDF; and
 - (iii) the standard ROI conditions set out in paragraphs 4.12 to 4.26.

- (b) Each exception in paragraph 4.21(a) is subject only to the NZDF's reserved rights in paragraph 4.23.
- (c) Only the Chief of Defence Force, or that person's delegates authorised in writing, has the authority to legally bind the NZDF with respect to this procurement. Except for the legal obligations set out in paragraph 4.21(a), and any binding legal obligations expressly stated in any future RFP or RFT, no legal relationship is formed between the NZDF and any Registrant unless and until a contract is entered into between, and signed by, both of those parties, at which time the only legal relationship between the NZDF and the successful Registrant is as set out in that contract.

4.22 Elimination

- (a) The NZDF may exclude a Registrant from participating in this ROI or any future part of the procurement process if the NZDF has information of any of the following, and this is considered by the NZDF to be material to this procurement:
 - (i) the Registrant has acted in breach of any of paragraphs 4.12 to 4.26;
 - (ii) the Registrant has failed to provide all information requested, or in the correct format, or materially breached a term or condition of this ROI;
 - (iii) the Registrant has failed to meet any security requirements or restrictions;
 - (iv) the Registration contains a material error, omission or inaccuracy;
 - (v) the Registrant is in bankruptcy, receivership or liquidation, suffers from an insolvency administration or does not appear to have the financial viability, stability and sustainability to perform the contract(s);
 - (vi) the Registrant has made a false declaration;
 - (vii) there is a serious performance issue in a historic or current contract delivered by the Registrant;
 - (viii) the Registrant, or any of its key personnel, has been convicted of a serious crime or offence;
 - (ix) in the opinion of the NZDF, there is professional misconduct or an act or omission on the part of the Registrant that adversely reflects on the integrity of the Registrant;
 - (x) the Registrant has failed to pay taxes, duties or other levies;
 - (xi) the Registrant represents a threat to national security or the confidentiality of sensitive government information;
 - (xii) the Registrant is a person or organisation designated as a terrorist by New Zealand Police or any other Crown organisation permitted to validly make such designations;
 - (xiii) serious and credible allegations of human rights violations by the Registrant or any person or party in the Registrant's group or supply chain; and/or
 - (xiv) any matter that materially diminishes the NZDF's trust and confidence in the Registrant or its offered solution.

4.23 NZDF's additional rights

- (a) Despite any other provision in this ROI, the NZDF may, on giving due notice to Registrants (including through the SmartProcure platform):
 - (i) amend, suspend, cancel and/or re-issue this ROI, or any part of this ROI; and/or
 - (ii) make any material change to this ROI (including any change to the timeline or requirements), provided that Registrants are given a reasonable time within which to respond to the change. If a Registration has been submitted prior to the change, that Registration may be withdrawn, modified to take account of the change, and re-submitted by the Deadline for Registrations.
- (b) Despite any other provision in this ROI, the NZDF may:
 - (i) change any date or time in this ROI process (e.g., extend or shorten timeframes);

- (ii) permit any person to participate in this ROI process, prior to the Deadline for Registrations;
- (iii) accept a late Registration;
- (iv) answer a question submitted after the deadline for questions;
- (v) change any rule of this ROI process by notice in writing;
- (vi) not respond to any enquiry if at any time any required security clearances have not been granted to, or are revoked in respect of, the enquiring Registrant or any of its representatives;
- (vii) exclude or not deal any further with any Registrant if any security requirements or restrictions are not, are no longer, or have not been, met or observed at any time by that Registrant or by any of its respective representatives;
- (viii) provide or withhold from any Registrant information in relation to any question arising in relation to this ROI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Registrant, is inappropriate to supply at the time of the request, or cannot be released for legal reasons;
- (ix) restrict or deny the supply of, or access to, any NZDF site or other property or any of the NZDF's personnel, information or property to any person;
- (x) seek clarification of any aspect of information provided in a Registration (and require the Registrant to revise its Registration to reflect such clarifications), and seek further information from any party, but the NZDF is not required to seek such clarification or further information or to seek the same clarifications or further information in relation to all Registrants;
- (xi) have any of the NZDF's personnel view and inspect any premises and other facilities and equipment of any Registrant, and of the proposed subcontractors of the Registrant, at reasonable times as part of the process of assessing the Registrant's ability (including risk assessment) to meet the NZDF's criteria set out in this ROI;
- (xii) deal separately with any of the elements of the goods, services, documentation, works and/or product;
- (xiii) exclude any person from this procurement process (whether on the grounds of capability, country of origin, price) due to New Zealand Government policy or direction, security or operational requirements or otherwise;
- (xiv) accept or reject any Registration, or part of any Registration;
- (xv) accept or reject any non-affordable, non-compliant or non-conforming Registration;
- (xvi) without limiting paragraph (a), eliminate any Registrant from participating further in this procurement process for any reason;
- (xvii) not retain, return or destroy any information;
- (xviii) cancel this ROI process, any future part of the procurement process, or the project, at any time;
- (xix) re-advertise this ROI;
- (xx) liaise or negotiate with any supplier at any time, without disclosing this to, or doing the same with, any Registrant or any other Registrant;
- (xxi) waive irregularities or requirements in or during this procurement process where it considers it appropriate and reasonable to do so; and/or
- (xxii) otherwise run this ROI and the procurement process as it sees fit.
- (c) For the avoidance of doubt, the NZDF reserves all rights it may have against each Registrant for any false, misleading or deceptive conduct.
- (d) With regard to the NZDF's additional rights set out in paragraphs 4.23(a) and 4.23(b), such rights are to be construed in accordance with the widest possible interpretation, notwithstanding any examples included in those paragraphs.

- (e) For the avoidance of doubt, the NZDF is not bound to shortlist or to negotiate with any Registrant, and issue of this ROI does not legally oblige or otherwise commit the NZDF to proceed with or follow the process outlined in this ROI, to evaluate any particular Registrant's Registration or to proceed to any future RFP or RFT in relation to the project.

4.24 New Zealand law

- (a) The laws of New Zealand will govern this ROI and the future elements of this procurement process, and each Registrant agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning this ROI or this procurement process.
- (b) The NZDF is the Sovereign in right of New Zealand acting by and through the Chief of Defence Force. The NZDF is used for convenience.

4.25 Disclaimer

- (a) Neither the NZDF nor any of its agents, representatives or advisers will be liable in contract, tort (including negligence), equity, under statute, under any other cause of action or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Registrant or any other person in respect of this procurement process, including any matters relating to shortlisting or non-shortlisting, the negotiating, drafting or execution of any contract, preparatory work in anticipation of a contract being entered into or reliance by a Registrant on any information provided by or on behalf of the NZDF.
- (b) Nothing contained or implied in this ROI, or this procurement process, or any other communication by the NZDF to any Registrant will be construed as legal, financial or other advice. The NZDF has endeavoured to ensure the integrity of all information it provides in relation to this ROI and the procurement process. However, it has not been independently verified and may not be updated.
- (c) Except to the extent required by law, the NZDF may withhold any information from any person for any reason and will not be responsible to any person for any information.
- (d) To the extent that liability cannot be excluded, the maximum aggregate liability of the NZDF, its agents and advisers is \$1.
- (e) This ROI and the procurement process affects no executive or prerogative power or right, or any immunity, of the NZDF.

4.26 Precedence

- (a) Any conflict or inconsistency in this ROI will be resolved by giving precedence in the following descending order:
 - (i) these ROI Terms;
 - (ii) all other sections and parts of this ROI package; and
 - (iii) any additional information or documentation provided by the NZDF to Registrants through the NZDF's Point of Contact or SmartProcure, unless in providing such information the NZDF expressly notes that the information will have a different level of precedence.
- (b) If there is any conflict or inconsistency between information or documents having the same level of precedence, in the usual course the later information or document will prevail and specifics will prevail over generalities.
- (c) However, any Registrant who perceives any inconsistency between any parts of the ROI package should raise a clarification question with the NZDF to resolve the conflict or inconsistency, in accordance with paragraph (a).



Supplier Code of Conduct

Statement of Government Expectations

The Government is committed to sustainable and inclusive government procurement that delivers for New Zealand and New Zealanders. This Supplier Code of Conduct outlines the expectations we have of our suppliers. Suppliers must make their subcontractors aware of this code.

Ethical behaviour

The Government expects its suppliers to:

- › manage their activities and affairs, and conduct themselves, with integrity in accordance with applicable laws, regulations and ethical standards
- › not engage in any form of corruption
- › be transparent about their ethical policies and practices.

Labour and human rights

The Government expects its suppliers to:

- › adhere to International human rights standards in their workplace and monitor and address these standards within their supply chain
- › comply with New Zealand employment standards and maintain a workplace that is free from unlawful discrimination.

Health, safety and security

The Government expects its suppliers to:

- › comply with workplace health and safety laws and regulations and maintain healthy and safe work environments
- › comply with any security requirements notified to them by the Government
- › adequately protect any information, assets, tools and materials provided by the Government and return these promptly when requested.

Environmental sustainability

The Government encourages suppliers to establish environmentally responsible business practices and proactively improve their environmental performance. The Government expects its suppliers to:

- › conduct their business in accordance with applicable laws, regulations and standards regarding the mitigation of impacts on, and protection of, the environment
- › work to improve their environmental sustainability and reduce their environmental impacts.

Corporate social responsibility

The Government encourages its suppliers to be good corporate citizens and contribute positively to their communities. Some positive things suppliers could do are:

- › pay their subcontractors promptly
- › consider including local, Māori, and Pasifika businesses to deliver the contract.

New Zealand Government

Definitions

Advance Notice	A notice published by the NZDF on GETS in advance of publishing the ROI. An Advance Notice alerts the market to a contract opportunity.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Competitor	Any other business that is in competition with a Registrant either in relation to the goods or services sought under the ROI or in general.
Confidential Information	Information that: 1. is by its nature confidential 2. is marked by either the NZDF or a Registrant as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' 3. is provided by the NZDF, a Registrant, or a third party in confidence 4. the NZDF or a Registrant knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault on the part of either the NZDF or a Registrant.
Conflict of Interest	A Conflict of Interest arises if a Registrant's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the NZDF under the ROI or in the provision of the goods or services. It means that the Registrant's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: ▪ actual: where the conflict currently exists ▪ potential: where the conflict is about to happen or could happen, or ▪ perceived: where other people may reasonably think that a person is compromised.
Contract	The written contract/s entered into by the NZDF and successful Respondent/s for the delivery of the Requirements.
Deadline for Registration	The deadline that Registrations are to be delivered or submitted to the NZDF as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for Registrants to submit questions to the NZDF as stated in Section 1, paragraph 1.2, if applicable.
Due Diligence Form	The due diligence form issued with the ROI that each Registrant must complete and submit as part of its Registration.
Evaluation Approach	The approach used by the NZDF to evaluate Registrations as described in Section 3 and the ROI Terms.
GETS	Government Electronic Tenders Service www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	Each of the NZDF and each Registrant is required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process. The NZDF's Point of Contact is identified in Section 1, paragraph 1.3. The Registrant's Point of Contact is identified in its Registration.
Registrant	A person, organisation, business or other entity that submits a Registration in response to this ROI. The term Registrant includes its officers, employees, contractors, consultants, agents and

	representatives. It also includes, prior to the Deadline for Registrations, parties who have registered on SmartProcure to receive the ROI.
Registration	The response a Registrant submits in reply to the NZDF's ROI. It comprises the completed Registration Form, the completed Due Diligence Response Form, the Foreign Ownership, Control and Influence DISP Form, and all other information submitted by a Registrant.
Registration Form	The form and declaration prescribed by the NZDF and used by a Registrant to respond to the ROI, duly completed and submitted by a Registrant as part of its Registration.
Requirements	The goods and/or services described in Section 2, which the NZDF intends to purchase.
Respondent	Each party shortlisted by the NZDF for participation in the RFT stage after evaluation of Registrations received in response to this ROI.
Response Form	The form and declaration prescribed by the NZDF and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.
ROI	The NZDF's call for Registrations of Interest, including this ROI document (including the ROI Terms) and any other schedule, appendix or document attached to or issued with this ROI, and any subsequent information provided by the NZDF to Registrants through the NZDF's Point of Contact, SmartProcure in relation to this ROI process.
ROI Terms	The Process, Terms and Conditions that apply to this ROI process, as described in Section 4. These may be varied subsequent to the release of the ROI by the NZDF on giving notice to Registrants.
Three Waters	The collective term for drinking water, wastewater, and stormwater infrastructure services.



Request for Tenders (RFT)

for

NZDF Facilities Maintenance Services

RFT_2767

RFT released: Friday 12 Sep 2025

Deadline for Questions: 05:00PM Tuesday 28 Oct 2025

Deadline for Responses: 12:00PM Wednesday 05 Nov 2025

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SECTION 1:

Key Information

1.1 Context

- a. This Request for Tender (RFT) is the second stage of a two-stage procurement process for the Facilities Maintenance Services opportunity.
 - b. This procurement is being conducted in accordance with the Government Procurement Rules (5th edition 2025).
 - c. The Technical Envelope requires respondents to perform against four key criteria – criteria will be assessed across both a general response (site agnostic), and responses tailored to each camp/base (site specific).
 - d. The Pricing Envelope requires respondents to fully price their provision of services at each shortlisted site in the provided Price Book.
 - e. **Respondents are to provide a response only for those sites shortlisted. Responses submitted for sites the Respondent was not shortlisted for will not be evaluated.**
 - f. This tender process will include two key opportunities to access camp/base facilities. These are intended to give Respondents an overview of the sites and their key facilities (Site Tour), as well as a follow-up opportunity to access hard-copy maintenance materials and to request access to specific areas of site as required (Site Open Days).
 - i. Site Tours – this will be a conventional escorted site walk/drive through each camp and base for all shortlisted respondents. The intent of these site tours are to familiarise you with the layout and condition of the sites you are bidding for, as well as showing you existing facilities available for FM supplier use. All shortlisted respondents will be taken around each site together.
 - ii. Site Visits – this will be an opportunity for respondents to access data rooms on each site, with key facilities maintenance documentation and schedules. This will also enable Respondents to carry out additional escorted tours of specific camp/base facilities as applicable, on request. This site visit opportunity for each camp/base will be spread out over three days (except for Papakura Camp) to enable access for all shortlisted respondents.
-

1.3 Our Timeline –

Note: All dates and times are in New Zealand.

The following is the timeline for this RFT:

	Date:
Issue RFT	Friday 12 September
Date of Online Briefing Session:	1:00PM Wednesday 17 September
Site Tours:	
• Devonport Naval Base	Tuesday 23 September
• Whenuapai Air Base	Wednesday 24 September
• Papakura Military Camp	Thursday 25 September
• Waiouru Military Camp	Tuesday 30 September
• Ohakea Air Base	Wednesday 01 October
• Linton Military Camp	Thursday 02 October
• Woodbourne Air Base	Monday 06 October
• Trentham Military Camp	Tuesday 07 October
• Burnham Military Camp	Thursday 09 October
Site Visits and Data Rooms Access:	
• Devonport Naval Base	Monday 29 September – Wednesday 01 October
• Whenuapai Air Base	Tuesday 30 September – Thursday 02 October
• Papakura Military Camp	Monday 29 September – Friday 03 October
• Waiouru Military Camp	Monday 06 October – Wednesday 08 October
• Ohakea Air Base	Tuesday 07 October – Thursday 09 October
• Linton Military Camp	Wednesday 08 October – Friday 10 October
• Burnham Military Camp	Monday 13 October – Wednesday 15 October
• Trentham Military Camp	Tuesday 14 October – Thursday 16 October
• Woodbourne Air Base	Wednesday 15 October – Friday 17 October
Deadline for Questions from Respondents:	Monday 27 October
Deadline for NZDF to answer questions:	Friday 31 October
Deadline for Responses:	5:00PM Wednesday 05 November
Evaluation, Moderation and Due Diligence:	November 2025 – January 2026
Award Agreements:	Q1 2026
Notification to unsuccessful Respondents:	Q1 2026
Respondent Debriefs (if requested):	Q2 2026
Anticipated Agreement Start Dates:	Q2-Q4 2026

1.4 How to Contact Us

- a. All enquiries (other than site RSVPs) MUST be directed through SmartProcure.
- b. Respondents must RSVP to NZDF for Site Tours and Site Visits as soon as possible via email to FutureFM@nzdf.mil.nz and the respective site contact.

1.5 Developing and Submitting Your Response

- a. This is a closed competitive shortlisted tender process. The RFT sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFT. In particular:
 - i. Develop a strong understanding of NZDF's requirements detailed in **Section 2**.
 - ii. In structuring your Response consider how it will be evaluated. **Section 3** describes our Evaluation Approach.
- c. For helpful hints on tendering and access to a supplier resource centre go to: www.procurement.govt.nz/suppliers/.
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions.
- e. Your response must be submitted using the NZDF SmartProcure system.
- f. In submitting your Response you must use the following Response Forms:
 - iii. **TECHNICAL ENVELOPE:** General Response Form, Camp/Base Specific Response Forms, Non-Price Tags Table.
 - iv. **COMMERCIAL ENVELOPE:** Price Tags Table, Due Diligence Response Form, Price Response Form and Price Book. Response Forms are available in the attachments section of SmartProcure.
- g. Page Limits applied for specific questions must be strictly adhered to. *Any additional information provided beyond the stated page limits will not be considered, and excessive violation of page limits may void your response.*
- h. Responses must utilise text no smaller than Size 11 Calibri font.
- i. If your answer to similar questions on different sites is the same, you may reference a single answer rather than duplicating the same answer multiple times (eg. *See answer to Devonport 1.b*).
- j. All individual document attachments must be under 18MB in size. The only exception is the optional summary video, which is to be saved in a file sharing service (such as Dropbox) with a link provided to NZDF via SmartProcure message.
- k. Check you have provided all information requested, in the format and order requested.
- l. Ensure you get your Response to us before the Deadline for Responses!

1.6 Our RFT Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Response, the Respondent agrees that their offer will remain open for acceptance by NZDF for 180 days from the Deadline for Responses.
- b. This RFT is subject to the RFT Process Conditions of Tendering set out in Section 5.

1.7 Late Changes to the RFT or RFT Process

- a. If, after publishing the RFT, we need to change anything about the RFT, the RFT process, or want to provide Respondents with additional information we will let all Respondents know using the SmartProcure message function.
-

1.8 The Tender Documents and Services Agreement

a. The Tender Documents that comprise this RFT are as follows:

Code	Item	Description
00 – TENDER DOCUMENTS		
01	Main RFT Document – Sections 1 to 5 (<i>this document</i>)	For guidance
02	List of Sites and Associated Satellite Locations	For information
03	Draft Facilities Maintenance Services Agreement	Schedules 1-14
01 – RESPONSE FORMS AND PRICE BOOK		
04	Non-Price Response Form (General)	To be completed
05	Non-Price Response Forms (Site-Specific)	To be completed
06	Price Book Instructions	For guidance
07	Price Response Form	To be completed
08	Price Book (Excel workbook)	To be completed
02 – MAINTENANCE SPECIFICATIONS		
09	List of Maintenance Specifications	For information
10	Standard Maintenance Specifications	For information
11	3 Waters Maintenance Specifications	For information
03 – POLICIES, PROESSES AND HISTORICAL DATA		
12	CHESS (Health and Safety) Volume 1 and 2	For information
13	Defence Industry Security Programme (DISP) Suppliers Guide	For information
14	Organisational Structure – Defence Estate and Infrastructure	For information
15	Memorandum of Understanding between Property Group and the NZDF Hospitality Services Contract Manager	For information
16	Vulnerable Employee Information	For information
17	Historical Unscheduled Maintenance Works Order Data	For information
18	NZDF OP RESPECT Strategy	For information
19	NZDF Sustainable Infrastructure Standards (SIS) Volume 2	For compliance
20	Standard Business Processes – Service Request Triage Process	For compliance
21	Standard Business Processes – BWOFF Compliance Checks	For compliance
22	Standard Business Processes - Invoicing	For compliance
23	Standard Business Processes – Contract Variation	For compliance
04 (SEPARATE FOLDERS PER SITE, CODED 4A (WHENUAPAI) to 4I (BURNHAM))		
24	Asset Management Plan (Executive Summary)	For information
25	Asset Management Plan (Full)	For information

26	Maintenance Specifications (bespoke/specific to each site as applicable)	For information
27	Critical Roles	For information
28	Camp/Base and Satellite Locations Asset List	For information
29	Camp/Base Profile (from ROI)	For information
30	BWOF and Building Compliance Schedule	For information
31	Cleaning Services Schedule	For information
32	Waste Management Services Schedule	For information
33	Resource Consent Conditions List	For information
34	Building Number Map (Main Site)	For information
35	Mowing Maps	For information
36	Satellite Location Maps	For information

SECTION 2:

Our Requirements

2.1 Background

- a. The Defence Estate covers 81,000 hectares, with complex and high-value assets supporting more than 14,500 people across the Royal New Zealand Navy, New Zealand Army, and Royal New Zealand Air Force.
- b. The successful Suppliers will be required to provide Facilities Maintenance Services (FM services) to the equivalent of nine small towns, all with large residential, educational and logistics facilities. Three of the sites have heavy industry maintenance and fabrication facilities and infrastructure, one with a port with New Zealand's largest dry-dock. Three sites are large airframe operational airports.
- c. The previous ROI process has delivered a shortlist of four to five Respondents per camp and base, who have demonstrated their capability and experiences as Prime Suppliers of FM services. This RFT will test the more detailed technical solutions, cultural fit, transition approach and economic benefit to New Zealand of Respondents, to select the successful Supplier for each site.
- d. **NZDF intent is to select two to four Suppliers in total, with a minimum of two sites and maximum of five sites per Supplier.** This group of Suppliers will form a collaborative governance framework with NZDF, driving continuous improvement, transparency, and collective engagement.
- e. The term 'site' is used throughout this tender in reference to the entire geographic area of responsibility for a camp/base FM contract unless otherwise stated. For example, for the purposes of the tender and subsequent contract, 'Burnham' refers to Burnham Military Camp and all associated satellite sites throughout the South Island. **It is critical that Respondents consider all satellite facilities and areas as part of their response to each camp/base.**
- f. External probity assurance has been provided by Audit NZ across all market engagement to date, including the Registration of Interest. Audit NZ will also have oversight of this tender process through to negotiation and award of contracts.

2.2 What We Require: The Solution

- a. The successful suppliers must develop and implement methodologies and plans that ensure the continued operation of the assets and facilities outlined in the Operating Management Plan. The scope of services required includes the following:
 - i. **Management Services** – functions required to manage all other deliverables, including management administration, contract management, call centre services and governance.
 - ii. **Maintenance Services** – physical works required to maintain NZDF assets across camps and bases as follows:

- i. Scheduled Maintenance – planned repetitive maintenance tasks as outlined in the NZDF Maintenance Plan.
 - ii. Unscheduled Maintenance - unplanned reactive maintenance and repairs to unexpected faults, failures and breakages. NZDF has provided historical works order volumes over a five-year period for all sites, giving an indication of the anticipated of unscheduled maintenance works. However, NZDF cannot guarantee volumes of future unscheduled maintenance.
 - iii. Resource Consent Compliance Tasks – tasks related to compliance with resource consent conditions on behalf of NZDF.
- iii. **Key Personnel** – the key personnel required to support the management and provision of deliverables.
- iv. **Additional Work** – project work that is allocated or awarded to FM services suppliers at the discretion of NZDF, including the following work types:
 - i. Planned Maintenance Programme (PMP) works. Work needed to keep a facility up to standard for its defined useful life. PMP projects are predefined and carried out on a planned priority basis.
 - ii. Minor new works. Unplanned maintenance that is not part of the PMP.
 - iii. Other work. Direct support for other tasks and projects occurring on site, or support to other onsite construction contractors engaged by NZDF.

2.3 What We Require: Capacity and Capability

- a. We are seeking Suppliers that can demonstrate the capability and capacity to:
 - i. Plan and manage a robust transition process that enables rapid and seamless transition of services to a new supplier,
 - ii. Operational planning of tasks and services to optimise asset viability throughout useful life,
 - iii. Attract, train and retain appropriately skilled and experienced personnel at each site to provide high quality services,
 - iv. Proactively and constructively contribute to a collaborative governance framework with both NZDF and other suppliers, and
 - v. Manage large, complex sites with diverse asset composition.

2.4 Out of Scope

- a. This procurement specifically excludes:
 - i. Asset management advisory services.
 - ii. Hospitality Services such as kitchen, dining hall, bar and barrack cleaning, catering, dining, bar services, barrack and transit accommodation management.
 - iii. Maintenance of bulk fuel farms.
 - iv. Independent Qualified Person (IQP) resourcing for building warrant of fitness (BWOFF) issuance;
 - v. Consultancy services;
 - vi. Document destruction and document storage;

- vii. Energy (electricity or gas) supply at any NZDF Site (except only as described in the Agreement;
- viii. Fit-out works for buildings (excluding those that are instructed as Additional Works);
- ix. IT equipment, installation and/or support at any NZDF Site;
- x. Security and associated services at any NZDF Site.
- xi. NZDF vehicles and fleet management.
- xii. Assets and Infrastructure that are not outlined in the Asset Register or managed by DEI directly such as onsite NZDF Units or NZDF Third Party suppliers.
- xiii. Cadet Units that sit outside of camp and base sites.

2.5 Proposed Contract

- a. The proposed contract is an NZDF Facilities Maintenance Agreement. NZDF intent is to have individual contracts per camp and base, that share consistent terms and conditions.
- b. The Agreement is structured as follows:
 - i. **NZDF Facilities Maintenance Services Agreement** (Terms and Conditions).
 - i. Schedule One – Service Requirements.
 - ii. Schedule Two – Key Personnel.
 - iii. Schedule Three – Computerised Maintenance Management Information System (CMMIS).
 - iv. Schedule Four – Fees.
 - v. Schedule Five – Health and Safety.
 - vi. Schedule Six – Operational Planning and Management.
 - vii. Schedule Seven – Performance Measures and Reporting.
 - viii. Schedule Eight – Collaborative Governance and Contract Management.
 - ix. Schedule Nine – Provided Facilities and Licence to Occupy.
 - x. Schedule Ten – Transition.
 - xi. Schedule Eleven – Government Furnished Materiel (GFM)
 - xii. Schedule Twelve – Performance Bond.
 - xiii. Schedule Thirteen – Contract Forms.
 - xiv. Schedule Fourteen – Nominated Suppliers.

2.6 Contract Term

- a. The anticipated contract term is ten years, comprised of an initial five-year period with two rights of renewal for three and two years respectively.

Description	Years
Initial term of the Agreement	Five years
Options for NZDF to extend the Agreement	Up to two extensions: three years, then two years
Maximum term of the Agreement	10 years

- b. The contracts will have varying start dates based on the expiry of the current contracts as detailed below, with the future contracts expiring in 2036:

Location	Contract Start Date	Anticipated Expiry (TBC)
Trentham	01 June 2026	June 2036
Burnham	01 July 2026	June 2036
Woodbourne	01 November 2026	June 2036
Ohakea	01 August 2026	October 2036
Linton	01 August 2026	October 2036
Waiouru (including National Army Museum)	01 August 2026	October 2036
Devonport	01 September 2026	October 2036
Whenuapai	01 September 2026	October 2036
Papakura	01 September 2026	October 2036

2.7 Respondent Briefing and Site Activities

- a. An online briefing for all Respondents will be held on Wednesday 17 September at 01:00PM via MS Teams. Respondents are required to RSVP via SmartProcure message no later than Tuesday 15 September 12.00pm with email addresses requiring the MS Teams link.
- b. The invitation of any AI chatbot or assistance entity into any NZDF briefing is expressly prohibited, and will result in the immediate cessation of any such briefing.
- c. Site Tour and Site Visit activities will occur in accordance with the previously released NTT 00 and NTT OA (pre-tender), and the attachment labelled Site Visit and Site Tour Information.

2.8 Site Allocation

- a. NZDF will engage two to four suppliers to deliver FM services across the Defence Estate. This means ten separate contracted Agreements will be awarded across the successful providers, with a minimum of two sites and maximum of five sites being allocated per successful provider.

Para 3.5 outlines the process NZDF will undertake to confirm site allocation and achieve our stated outcomes.

2.9 Security

- a. Respondents must comply with NZDF security requirements as set out in the Facilities Maintenance Services Agreement. Respondents working on NZDF sites will be required to comply with all security requirements.
- b. At the conclusion of this tender process, unsuccessful Respondents are required to delete all Tender Documents from electronic files and destroy any hard copies post tender award.

Defence Industry Security Programme

- c. In contracting with NZDF, Suppliers will be required to access secure facilities, assets or classified information, and will must be accredited under the Defence Industry Security Programme (DISP).
- d. To become accredited, there are New Zealand Government and NZDF standards you will need to meet so that our information and assets are protected. For further information about DISP please refer to: <https://www.nzdf.mil.nz/assets/Uploads/DocumentLibrary/Defence-Industry-Security-Guide.pdf>
- e. A Defence Site Clearance Form (MD390) will need to be completed and approved for all contract personnel prior to any entry to NZDF sites. This process takes approximately 4 weeks per individual to complete, and the Respondent must factor this as part of their planning for transition activity. Copies of MD390 will be provided to the successful Respondents.

Information Security and Data Protection

- f. To protect the successful suppliers' ability to operate in the complex information and cyber security environment of NZDF, and to protect our data, NZDF require compliance with the following standards and/or controls:
 - i. NCSC Cyber Security Framework.
 - ii. ISO2700 series.
 - iii. NIST SP 800-171.
 - iv. NZISM controls <https://www.nzism.gcsb.govt.nz>
- g. Refer to Schedule One of the Agreement for further details on security requirements.

2.10 Provided Facilities

- a. Each camp/base has sufficient available commercial space for the FM Supplier to provide and manage services from. These premises will be accessible to view during site tours and site visits and will be leased to successful Suppliers under a license to occupy.
- b. Waouru Military Camp is unique in that it also provides twenty residential homes in the adjacent housing area for occupation by FM Supplier staff.
- c. Refer to Schedule Nine of the Agreement for more detail of NZDF-provided facilities.

2.11 Health and Safety

- a. The Construction Health, Environment and Safety Specification (CHESS) is the NZDF's Health and Safety management system and framework that the Supplier will comply with for all facilities maintenance and construction work.

- b. Respondents will be required to adhere to CHES requirements and the Joint Assurance and Reporting System (JARS) in the delivery of all work - <https://jars.nz/chess.html>.
- c. NZDF is responsible for the safety risk management of all personnel, contractors and related activities on its sites. The Contractor Health and Safety Specifications (CHES) is the core of DEI's Health and Safety Management System and Framework. CHES informs FM services Suppliers safety plans and ensures that these plans reflect the scope of work undertaken through construction and/or maintenance. Prime FM services Providers are required to be responsible for all their personnel and sub-contractors in relation to the management and compliance of CHES requirements.
- d. Refer to Schedule Five of the Agreement for further detail on Health, Safety and Environmental requirements specific to the Facilities Maintenance context.

2.12 Environmental Services

- a. The prime provider will be responsible for delivering FM services to (and the management of) energy, solid waste, land and water use, vegetation, five waters (wastewater, stormwater, water supply, surface water, ground water). The requirement is to provide:
 - i. safe, wholesome and compliant water supplied in volumes that meet the needs of the NZDF and agreed customers.
 - ii. wastewater services that protect the health of the NZDF and the wider community and minimise environmental impacts.
 - iii. stormwater services that protect property and minimise environmental impacts.
- b. NZDF requires all onsite activities to be compliant with all relevant RMA requirements and a site specific supplier Environmental Management Plan will be required for each site to demonstrate this.
 - i. The successful Suppliers will be responsible for carrying out a series of resource consent related tasks at each site. The timely and effective completion of these tasks is critical for NZDF compliance and must be clearly addressed in the Environmental Management Plan.

2.13 Collaborative Governance

- a. NZDF is committed to fostering regular and active involvement between NZDF and the successful FM services Suppliers.
- b. A collaborative governance approach is crucial to ensuring the success of the future contracts by helping to facilitate:
 - i. Higher-quality and consistency of Deliverables for our customers.
 - ii. Enhanced effectiveness and adaptability of changing maintenance needs.
 - iii. Stronger alignment between NZDF and the FM services suppliers' priorities and values for the various contracts.
 - iv. Greater standardisation across all NZDF camps/bases.
 - v. Regular formal and informal two-way communication, promoting trust, openness and responsiveness.
 - vi. Proactive management of issues and asset risks at the site.

- c. Refer to Schedule Eight of the Agreement for a full description of the principles, roles, responsibilities and intended approach for collaborative governance.

2.14 Transition

- a. The NZDF Estate is one of the largest property portfolios in New Zealand, and by far the most diverse and complex. This will be the first time that the NZDF has transitioned to new FM services suppliers for all its sites at the same time. Transition and mobilisation of the new Suppliers is of critical importance to the NZDF and the success of the future contracts.
- b. A series of milestones have been implemented based on contract execution dates, which will guide the NZDF and suppliers through an agreed programme of planning and mobilisation. This includes the delivery of key management artefacts in advance of the contract start date as follows:
 - i. Mobilisation Plan,
 - ii. Operating Management Plan,
 - iii. Facilities Safety Management Plan,
 - iv. Three Waters Management Plan,
 - v. Environmental Management Plan, and
 - vi. Activation of a functioning call centre.
- c. Refer to Schedule Ten of the Agreement for further details on the requirements for transition into and out of the new Agreement for successful suppliers, as well as the milestone payment regime that will apply.

2.15 Insurances

- a. The Suppliers will be required to maintain the below insurances for the duration of the Agreement.
 - i. Public liability \$10,000,000
 - ii. Third party motor vehicle insurance \$10,000,000
 - iii. Statutory liability \$2,000,000
 - iv. Professional Indemnity \$2,000,000
- b. The Respondent must provide insurance certificates to verify insurances held in accordance with the Services Agreement.
- c. Additional Works will be subject to separate contract works policies, confirmed on a project-by-project basis.
- d. Refer to Clause 28 of the Agreement Terms and Conditions for further detail.

2.16 Bond

- a. NZDF requires a Supplier's Bond of \$500,000.00 per site from a bank registered in New Zealand (or from an alternative surety approved by the NZDF) in the form described in Schedule Twelve of the Services Agreement for the amount and period specified.

2.17 Code of Conduct and Probity

- a. The New Zealand Government has outlined a Code of Conduct that Providers are required to adhere to, and this will be a contractual requirement. These can be found at:

<https://www.procurement.govt.nz/Providers/how-to-supply-to-government/>

2.18 NZDF Values

- a. What we believe in is what defines NZDF as an exceptional Force for New Zealand. Who we are, how we act, and what we believe in is at the heart of the trust we have in each other. Our communities know they can count on us because of our courage, commitment, comradeship, and integrity. NZDF-contracted Suppliers (and their sub-contractors) must align with our values.

<https://www.nzdf.mil.nz/nzdf/who-we-are/living-our-values/>

SECTION 3:

Our Evaluation Approach

3.1 Evaluation Methodology

- a. The evaluation model that will be used is weighted attribute (weighted criteria), with price unweighted. This approach selects the most appropriate non-price attributes for a specific tender and ranks the importance of each by placing a weighting on each of them. Once the evaluation scores have been completed and agreed by all members of the evaluation team, the weighting is applied to give a total weighted score for non-price attributes.
- b. The model has been selected by the NZDF to enable us to assess the relative non-price quality of each response, prior to testing affordability against funding envelopes.
- c. Respondents are required to submit a Technical Envelope (non-price, weighted), and a Commercial Envelope (price and due diligence, unweighted) to enable this evaluation.

3.2 Pre-conditions

- a. Each Response must meet all the following pre-conditions. Responses which fail to meet one or more will be eliminated from further consideration.

#	Pre-condition	Meets
1.	CONFIRM that you have provided a separate attachment that fully describes the ownership and operating structure of the Respondent.	[Yes/No]
2.	CONFIRM that you have provided audited financial statements demonstrating performance of the contracted entity over the past 3 years.	[Yes/No]
3.	CONFIRM that you have provided declaration and description of any historical or pending legal action/disputes.	[Yes/No]
4.	CONFIRM that you have familiarised yourself with CHESS (https://jars.nz/CHESS.html) and agree to adhere to this throughout the life of the Agreement.	[Yes/No]
5.	CONFIRM that you have familiarised yourself with the Defence Industry Security Programme (DISP) and understand the requirements to gain DISP accreditation and security clearances as part of onboarding onto new contracts.	[Yes/No]
6.	CONFIRM that you have read and agree to the Terms and Conditions and contained Schedules of the Agreement, and agree to adhere to these subject to any Tag provided in the Tag Schedule.	[Yes/No]

3.3 Evaluation Criteria

Technical Criteria (Non-Price, weighted)	
Technical Capability of the Proposed Solution Respondents must outline the extent to which their proposed specific site solution will provide the technical capabilities, plant/equipment and capacity needed to maintain the Defence Estate, while meeting compliance and good industry standards of practice on a specific site. Considerations include: • Technical expertise and experience, • Levels of redundancy and support for NZDF business continuity, • Demonstrated capacity at a national level • Demonstrated capacity within the region of the camp or base, • Levels of innovation and proposed methodologies.	45%
Cultural Fit and Ways of Working Respondents must outline the extent to which their proposed solution at the Camp/Base will support effective and efficient ways for the Respondent and NZDF to work together. Considerations include: • The Respondent's proposed approach to coordination and information flow, • Efficient and effective ways of working, • Task prioritisation, • Oversight, • Adaptability and responsiveness, • Coordination and teamwork, • Alignment with NZDF goals, outcomes and values, • On-site accessibility, and the fit of behaviours (including attitude, willingness, ownership and transparency)	30%
Transition The extent to which the proposed solution will support an effective transition at both a national/organisation level and the relevant site. Respondents must outline their mobilisation into the Agreement from current arrangements, and provide for effective change management and continuous improvement throughout the Agreement's life and any extensions, and transition out of the Agreement whenever it is concluded. Considerations include: • The Respondent's capabilities and proposed mobilisation approach, • Methodologies and maturity levels for transition management, • Change management and continuous improvement, • Capacity and capability to transition at pace.	15%
Economic Benefit to New Zealand Respondents must outline how they will deliver economic benefit to New Zealand at a national and site specific level through the life of the Agreement. Considerations include: • Providing skills and training that benefits New Zealand communities, • Using New Zealand business, including SMEs, regional businesses and Māori/Pasifika businesses in delivering goods and services, either directly as a subcontractor or in the supply chain, • Developing New Zealand and site-specific industry capabilities or capacity, and adopting innovative practices that benefit New Zealand communities, • Contributing to positive social and cultural outcomes in New Zealand communities.	10%
Total Weightings:	100%

Price (unweighted)	
The degree to which the NZDF is confident that the tender for the specific site represents value for money, and the Respondent will be able to perform the deliverables at the agreed price, while making sufficient profit to be sustainable over the longer term. Considerations include: • Best public value which is the best available result for the money spent. It includes using resources effectively, economically and responsibly considering the contribution to the objectives NZDF is trying to achieve. This includes economic benefit to New Zealand and, • The rates, margins and overall profitability of the Agreement as compared to the current market, informed by QS advice. • The extent to which the Management Fee is sufficient to provide the resources and activities required to be undertaken. • The extent to which the Tender price will be sufficient to meet the Estimated Annual Total Contract Price (EATCP) obtained through independent estimating and financial modelling.	Unweighted (utilised for value for money assessment and site distribution decisions)

3.4 Scoring

- a. The following scoring scale will be used in the non-price element of Responses. Scores by individual Evaluation Panel members may be modified through a moderation process across the whole evaluation panel.

Tender Evaluation Scoring Scale		
Rating	Description	Score
Exceptional	Exceeds the requirement to an exceptional extent. Exceptional demonstration by the Respondents of the capability, understanding, experience, skills, resources and quality measures required to provide the goods / services. Major and enduring benefits and/or innovation with reduced risk and supporting evidence. Demonstrates ability to go beyond NZDFs requirements and add measurable value.	10
Outstanding	Substantially exceeds the requirement. Extensive demonstration by the Respondents of the capability, understanding, experience, skills, resources and quality measures required to provide the goods / services. Major transparent benefits and/or innovation with supporting evidence and little or no risk.	9
Excellent	Significantly exceeds the requirement. Sound understanding of the requirements and demonstration by the Respondents of the capability, understanding, experience, skills, resources and quality measures required to provide the goods / services. Significant transparent benefits/innovation with few risks and supporting evidence.	8
Very good	Exceeds the requirement in some respects. Above average demonstration by the Respondents of the capability, understanding, experience, skills, resources and quality measures required to provide the goods / services. Moderate transparent benefits / innovation with little or minor risks and supporting evidence.	7
Good	Satisfies the requirement with some minor benefits. Demonstration by the Respondents of the capability, understanding, experience, skills, resources, and quality measures required to provide the goods / services, with supporting evidence and/or cost transparency. Minor benefits may have some risk or increased cost.	6
Acceptable	Satisfies the requirement. Demonstration by the Supplier of the capability, understanding, experience, skills, resources, and quality measures required to provide the goods / services, with supporting evidence and/or cost transparency.	5
Fair	Minor reservations. The answer conveys compliance but lacks some evidence and/or cost transparency. Some minor reservations about the Respondent's capability, understanding, experience, skills, resources and quality measures required to provide the goods / services.	4

Marginal	Considerable reservations. The answer is compliant but lacks credible evidence and/or cost transparency. Some significant reservations about the Respondent's capability, understanding, experience, skills, resources and quality measures required to provide the goods / services.	3
Poor	Serious reservations. The answer is partially non-compliant and has little supporting evidence. Major reservations about the Respondent's capability, understanding, experience, skills, resources and quality measures required to provide the goods / services. Respondents would need extensive guidance.	2
Unacceptable	Substantially non-compliant. Insufficient evidence provided to demonstrate that the Respondent's has the capability, understanding, experience, skills, resources & quality measures required to provide the goods / services, with little or no supporting evidence.	1
Totally non-compliant	No answer provided or is totally non-compliant and does not attempt to meet the requirement.	0

3.5 Site Allocation Methodology

- a. The preferred site distribution is the scenario that complies with the following allocation rules:
 - i. Minimum of two and maximum of four successful respondents;
 - ii. Minimum of two and maximum of five sites awarded per successful respondent;
 - iii. All awarded sites are assessed as affordable and commercially sustainable within NZDF funding envelopes; and
 - iv. Maximum total non-price score while achieving the rules above.
- b. NZDF will utilise an order of priority to determine the distribution of sites that satisfies the allocation rules above, as follows:
 - i. Non-price scoring will be evaluated and moderated by the evaluation panel. This will result in each Respondent being ranked per site based on non-price score.
 - ii. This preliminary ranking will be rebalanced (if required) to ensure the allocation rules are achieved, while maintaining maximum total non-price scoring across all sites.
 - iii. The price submissions of the selected respondents will then be introduced and tested to confirm affordability and commercial sustainability. The following scenarios apply:
 - i. If all sites in the rebalanced baseline scenario are considered affordable and realistic in terms of pricing, NZDF will proceed to negotiations with these respondents.
 - ii. If any site fails the affordability/sustainability check at para 3.5.b.iii, NZDF will reallocate that site to the next highest non-price respondent for that site and retest. This process will be repeated until the rules at para 3.5.a are achieved in combination with an affordable/sustainable price across all sites.
 - iii. In the event of a tie break, NZDF may consider capacity, regional balance, or commercial negotiation to allocate the site.
- c. NZDF reserves the right to negotiate or request a Best and Final Offer (BAFO) for any site, from any number of respondents, at any time after the non-price moderation is completed.
- d. The site allocation process will be fully documented and overseen by an independent Probity Auditor to verify for fairness.

SECTION 4:

Pricing Information

4.1 Price

- a. We wish to obtain the best value-for-money over the whole-of-life of the Agreement. This means achieving the right combination of technical quality, responsiveness etc.
- b. If a Respondent offers pricing that is substantially lower than other Responses (an abnormally low bid), NZDF may seek to verify with the Respondent that the Respondent is capable of fully performing all deliverables and meeting all of the conditions of the proposed Agreement for the price quoted.
- c. If the Supplier cannot provide the NZDF with sufficient confidence in ability to perform the deliverables for the proposed price, the NZDF retains the right to reject the tender.
- d. *All pricing information is to be submitted in the Commercial Envelope. Do not include any pricing information in your non-price Technical Envelope response.*

4.2 Normalisation

- a. NZDF reserves the right, for evaluation purposes only, to normalise any pricing or commercial inputs in a Response to enable a fair, like-for-like comparison with other Responses. Normalisation may include adjusting proposed hours/effort to a common baseline, reallocating or including reasonably foreseeable costs, correcting arithmetical errors, and assessing whole-of-life costs.
- b. Any normalisation will be documented and applied consistently across Respondents and does not vary a Respondent's quoted rates or contractual terms unless expressly agreed in writing. NZDF may seek clarifications and is not obliged to accept the lowest price.

4.3 Intent of the Price Book

- a. The Price Book allows Respondents to comprehensively price all elements of the Deliverables, with a combination of fixed price and rate-based pricing.
- b. The separate Price Book Instructions attachment provides a guide for the Price Book, to ensure ease of use by Respondents.

4.4 Structure of the Price Book

- a. The Price Book is a single Excel workbook broken down into multiple tabs as follows:
 - i. Mobilisation and Transition – lump sum price for the provision of services related to onboarding, resourcing, and embedment into the NZDF contract environment.
 - ii. Direct Overheads – annual rates for costs directly related to the provision of the deliverables, such as vehicles and digital systems. This is provided at a site by site level.
 - iii. Fixed Overheads – annual rates for costs indirectly related to the provision of the deliverables, such as corporate overhead costs. This is provided at a site by site level.

- iv. Key Personnel – this allows for costs of those key personnel who are specifically allocated to each site (not including corporate overhead). The required key roles are specified by NZDF.
- v. Trade Rates (Unscheduled Maintenance) – pricing of rates for tradespeople in support of unscheduled maintenance at different sites.
- vi. Internal Cleaning - pricing of rates for cleaning as per the cleaning scope at different sites.
- vii. Scheduled Maintenance – pricing of individual tasks specified by NZDF at different sites.
- viii. Bill of Materials – pricing of scenario projects to enable assessment of likely cost of Additional Works.

4.5 Pricing information to be provided by respondents

- a. Respondents are to provide their price as part of their Response. In submitting the Price Book, the Respondent must ensure the following:
 - i. The Respondent must provide insurance certificates to verify insurances held in accordance with the Services Agreement.
 - ii. Respondents are to use and complete the Price Book provided in the Price Book.
 - iii. The Price Book is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Services on an annualised basis. Respondents MUST follow the provided “Price Book Instructions attachment.
 - iv. Where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required. These rates will be used later for pricing variations if necessary.
- b. Where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required. These rates will be used later for pricing variations if necessary.
- c. In preparing the Response, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Price Book and pricing information to manage such risks and contingencies.
- d. Respondents are to document in their Response all assumptions and qualifications made about the delivery of the Services, including in the Price Book. Any assumption that NZDF or a third party will incur any cost related to the delivery of the Services is to be stated.
- e. Any price related Tags must be identified and recorded in the Price Tags Table.
- f. Prices should be tendered in NZ\$. NZDF will arrange contractual payments in NZ\$.
- g. Pricing responses must conform with the Price Book and Price Book Instructions. Alternative methods of pricing will not be accepted.
- h. Pricing within the Price Book is broken into tabs for each element of the pricing makeup. Respondents must complete all tabs, providing a full breakdown of costs as summarised in the table below:

Tab	Description	Pricing
Mobilisation	Pre Agreement commencement activities.	Fixed Lump Sum
Direct Overheads	Costs not directly related to the Agreement (Corporate Overheads)	Fixed Lump Sum
Fixed Overheads	Non-maintenance related costs directly attributable to the Services	Fixed Lump Sum
Key Personnel	Costs for Personnel allocated to the Agreement.	Fixed Lump Sum
Trade Rate Card	Rates applicable to delivery of Unscheduled Maintenance Services.	Time * Rate
Trade Rates Personnel	Annual Rates for onsite FTE Trade Personnel.	Fixed Lump Sum
Waste Management	The cost to perform waste management removal as per the waste management scope.	Fixed Lump Sum
Cleaning	The cost to perform cleaning as per the cleaning scope at the defined frequency.	Fixed Lump Sum
Scheduled Maintenance	The cost to perform Scheduled Maintenance on NZDF Assets.	Fixed Lump Sum
Additional Works – Day Rates	Cost for day rates for the relevant trades which may be utilised in delivery of additional works	Time * Rate
Bill of Materials	The proposed cost of delivering additional works. Costs are provided as % variance against the current QV Cost Builder rates.	Quoted Works

SECTION 5:

RFT Conditions

4.1 Preparing a Tender

- a. By submitting a Tender to the NZDF in response to the RFT, the Respondent accepts that it is bound by these Conditions of Tender.
- b. Each Respondent is to include in its Tender all information requested by the NZDF in this RFT.
- c. New Zealand time, dates and currency apply unless stated otherwise.
- d. Each Respondent must:
 - i. **examine this RFT, any documents** referenced in this RFT and any other information provided by the NZDF;
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Project and include adequate provision in its Tender to manage such risks and contingencies;
 - iii. document in its Tender all assumptions and qualifications made about the delivery of the Project, including any assumption that the NZDF or a third party will deliver any aspect of the Project or incur any cost related to the delivery of the Project;
 - iv. if appropriate, obtain independent advice before submitting a Tender; and
 - v. satisfy itself as to the correctness and sufficiency of its Tender, including the proposed pricing and the sustainability of the pricing.
- e. Each Respondent that prepares and submits a Tender does so based on the Respondent's acknowledgment and agreement that:
 - i. the NZDF makes no representations or warranties that the information in this RFT or any information communicated or provided to the Respondent during this RFT process is, or will be, accurate, current or complete;
 - ii. it does not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these terms other than as expressly stated by the NZDF in writing;
 - iii. it has relied entirely upon its own enquiries and inspection in respect of the subject of its Tender and has obtained all information necessary for the preparation of its Tender and the provision of the goods, services, documentation and other requirements with respect to the Project if it is successful, prior to submitting its Tender. Any successful Tender will be deemed to include all costs and expenses for provision of all required goods, services, documentation and other requirements, and no claim will be accepted by the NZDF on the grounds of want of knowledge by the Respondent at the time of submitting its Tender;

- iv. it is aware of its obligations under the Commerce Act 1986, and the NZDF's requirement that the Respondent has not and does not engage in any conduct that could be considered by the NZDF to be anti-competitive, competition-reducing or act as a barrier to any other party to participation in this RFT;
 - v. it is aware of the Fair Trading Act 1986 and Part 6 of the Crimes Act 1961 under which giving false or misleading information is a serious offence;
 - vi. it is aware of the impact of the Public Audit Act 2001 on its participation in this RFT and any resultant contract; and
 - vii. it is aware that the NZDF has obligations under the Official Information Act 1982 and other public accountability requirements, and understands the impact of these on its participation in this RFT process and any resultant contract.
- f. Each Respondent must indicate in its Tender if it intends any person or organisation (who is not an employee) to deliver any part of the Project if it is successful. That party's details, the element of the contract they would be responsible for, and the approximate value of the subcontracting arrangements with that party with respect to the Project, must be provided in the Tender.
- g. Each Respondent, its personnel, subcontractors and representatives must comply with the NZDF's security and operational requirements where they have any access to any property or information of the NZDF.
- h. Each Respondent is to comply with the New Zealand Government's Supplier Code of Conduct, a copy of which is set out at the end of these Conditions of Tender.
- i. The NZDF is constrained by laws controlling incurring credit (including pre-payments), finance leases and, in respect of guarantees, indemnities and other contingent liabilities.
- j. It is the NZDF's policy to require prepayment securities in the form of on demand advance payment bonds issued by a reputable financial institution that is acceptable to the NZDF in relation to all advance payments and progress payments. This requirement relates to every amount the NZDF is required under a contract to pay the supplier before the NZDF is delivered goods and services of equivalent value. Other financial securities and/or a parent company guarantee may also be required as set out in this RFT. If the Respondent's Tender anticipates the NZDF making any payment in advance, or before the NZDF is delivered goods and services of equivalent value, the Tender must also include:
- i. the proposed issuer/promisor for each on demand payment bond, and the pricing information is to include any price associated with the provision of such bonds; and
 - ii. where a parent company guarantee is required by this RFT:
 - iii. the proposed promisor for the ultimate parent company guarantee; and
 - iv. the proposed form (terms and conditions) of the ultimate parent company guarantee.

4.2 Tender Validity Period

- a. Each Tender must remain valid and open for acceptance by the NZDF for the Tender Validity Period stated in this RFT, and may not be changed except with the written consent of the NZDF for that period. The Respondent may agree to extend the Tender Validity Period.

4.3 Respondents' deadline for questions

- a. Each Respondent should satisfy itself as to the interpretation of this RFT. If there is any perceived ambiguity or uncertainty in the RFT package, the Respondent should seek clarification before the deadline for questions specified in this RFT.
- b. All requests for clarification must be made by submission through the SmartProcure messaging function and must clearly and concisely set out what matters require clarification or what further information is sought. The NZDF will endeavour to respond to requests in a timely manner, and endeavour to respond no later than the deadline for the NZDF to answer Respondents' questions specified in this RFT.
- c. If the NZDF considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents. In doing so, the NZDF may summarise the Respondent's question and will endeavour not to disclose the Respondent's identity. The question and answer may be posted on SmartProcure and/or emailed to known participating Respondents. A Respondent may withdraw a request at any time prior to it being answered.
- d. In submitting its question or request for clarification, the Respondent may indicate any information that it considers to be commercially sensitive. The NZDF may modify a question or request for clarification to eliminate commercially sensitive information, and publish that modified question/request and response where the NZDF considers it to be of relevance to all Respondents. In any event, the NZDF will be the sole judge of whether an enquiry or the response constitutes commercially sensitive information, and the sole judge of whether or not an enquiry and response should be disclosed to other potential Respondents.

4.4 Submitting a Tender

- a. Each Respondent is responsible for ensuring that its Tender is received by the NZDF following the submission instructions set out in this RFT on or before the Tender Closing Time stated in this RFT. Any instructions in this RFT relating to format and/or use of separate envelopes must be complied with.
- b. The NZDF is not under any obligation to check any Tender for errors and is entitled to rely on the Respondent's Tender and all information provided by the Respondent (e.g., correspondence and negotiations). In submitting a Tender and communicating with the NZDF, each Respondent undertakes that all information it provides to the NZDF:
 - i. is true, accurate and complete, and not misleading in any material respect; and
 - ii. does not contain materials, information or documentation that will breach a third party's rights (including their intellectual property rights).

- c. Acceptance by the NZDF of a Tender that contains errors will not invalidate any contract formed by, or on the basis of, that acceptance.
- d. Where the NZDF requires the Tender to be delivered in different formats or in different settings (e.g., soft copies, hard copies or through an oral presentation), the Respondent is responsible for ensuring that all parts of its Tender are consistent.
- e. Prices included in a Tender must include all pricing applicable to delivery of the Project as a whole. Where any individual items are not priced in the Tender, they shall be deemed to be covered by other rates and prices detailed in the Tender and no additional amounts shall be payable by the NZDF if that Tender is accepted.
- f. The Respondent undertakes to promptly advise the NZDF's Contact Officer of any change in circumstances that causes any information contained in its Tender to become inaccurate or misleading in a material respect.

4.5 Alternative Tenders

- a. The NZDF may in its sole discretion consider alternative Tenders.
- b. If the NZDF elects to consider alternative Tenders, it does so solely at the discretion of the NZDF as to their acceptability and cost implications. The Respondent shall provide adequate information on the alternative Tender for the NZDF's consideration.
- c. Alternative Tenders must be submitted as a separate Tender clearly identified as an alternative Tender. Respondents may be required during the Tender evaluation period to submit additional information to facilitate the evaluation of the alternative.
- d. Respondents must still submit a fully compliant Tender in order for any alternative Tender to be considered.

4.6 Meetings

- a. Any meetings to be held in connection with this RFT will be held at the NZDF's premises (or other premises nominated by the NZDF) in New Zealand unless otherwise notified by the NZDF. Site visits/industry days will be held at the location(s) notified by the NZDF. Attendance at all meetings, site visits, industry days and the like by the Respondent will be at the Respondent's own expense. If face to face meetings are not able to occur for any reason, then a Microsoft Teams Meeting or similar platform may be offered by the NZDF at its discretion.

4.7 Evaluation panel

- a. The NZDF will convene an evaluation panel comprising members chosen for their relevant expertise and experience.
- b. The NZDF may use third parties to assist it in evaluating Tenders as required.

4.8 Third party information

- a. Each Respondent authorises the NZDF to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Tender.

- b. Each Respondent is to ensure that all referees listed in support of its Tender agree to provide a reference.
- c. To facilitate discussions between the NZDF and third parties, each Respondent waives any confidentiality and privacy obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

4.9 NZDF's clarification

- a. The NZDF may, at any time, request from any Respondent clarification of its Tender as well as additional information about any aspect of its Tender. The NZDF is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format and timeframe requested by the NZDF.
- c. There is no obligation on the NZDF to take into account additional information provided by a Respondent in response to a request for additional information. However, the NZDF may take such clarification or additional information into account in evaluating the Tender.
- d. Where the NZDF considers that a Respondent has failed to respond adequately or within a reasonable time to a request for clarification or additional information, the NZDF may cease evaluating that Respondent's Tender and may eliminate the Tender from this RFT process, in each case at the NZDF's sole discretion.

4.10 Evaluation

- a. The NZDF will base its initial evaluation on the Tenders submitted in response to this RFT, as well as any relevant information in its possession or that it has obtained from any source. The NZDF may adjust its evaluation of a Tender following consideration of any clarification or additional information or best and final offer (BAFO) process, if any. The quality and the format of the Tender will be taken into account when evaluating the Tender.
- b. Each Tender must comply with all of the evaluation criteria that are designated as mandatory. A Tender that fails in the NZDF's view to fully comply with all mandatory criteria will be deemed a Non-Conforming Response, and, at the NZDF's discretion, it and any related alternative Tender may be excluded from this RFT process, and not considered further.
- c. Evaluation criteria designated as desirable will be taken into account by the evaluation panel when conducting the evaluation. A Tender that does not comply with all desirable criteria may reduce the Respondent's overall score, but will not result in the exclusion of the Tender from further consideration.
- d. The NZDF may, at its sole discretion:
 - i. invite any Respondent to a one-on-one evaluation conference in order to review and clarify its Tender and to enable the NZDF to interview key personnel identified in the Tender;

- ii. conduct site visits and/or inspect any facilities and/or equipment of any Respondent and/or its proposed subcontractors, at reasonable times as part of the evaluation process;
 - iii. consider additional information related to any evaluation criteria;
 - iv. consider material submitted in response to one evaluation criterion in the evaluation of any other criterion; and
 - v. use material submitted by the Respondent in other procurement processes conducted by the NZDF, or information obtained by or provided to the NZDF in connection with any government to government channels, for purposes consistent with the NZDF's procurement objectives.
- e. In deciding which Respondent(s) to shortlist and/or negotiate with, the NZDF will take into account the results of the evaluations of each Tender as well as each Respondent's:
 - i. understanding of the NZDF's requirements;
 - ii. assessed capability to fully deliver the Project; and
 - iii. willingness to meet the terms and conditions and principles of the draft contract.
- f. In deciding which Respondent(s) to shortlist and/or negotiate with, the NZDF may also take into account any of the following additional information:
 - i. the results from reference checks, site visits/meetings and any other due diligence;
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the draft contract;
 - iii. any matter that materially impacts on the NZDF's trust and confidence in the Respondent; and
 - iv. any other relevant information that the NZDF may have in its possession.
- g. An overarching consideration for the NZDF in evaluating Tenders is to ensure its requirements are met in the most effective and timely manner so as to achieve the best public value, taking into account the whole of life costs and all the risks relating to the delivery of the Project. The best public value Tender will not necessarily be the Tender with the lowest price.
- h. The NZDF will inform a Respondent if it has been shortlisted (where shortlisting occurs) or selected as a preferred Respondent. Being shortlisted or selected as a preferred Respondent does not constitute acceptance by the NZDF of the Respondent's Tender, or imply or create any obligation on the NZDF to enter into negotiations with, or award a contract for delivery of the Project to any shortlisted or preferred Respondent(s). At the shortlisting stage (where there is a shortlist), the NZDF may or may not make the shortlist public, at its discretion.
- i. The NZDF is not bound to shortlist or negotiate with any Respondent.

4.11 Non-compliances or tags

- a. Tenders submitted subject to non-compliances or tags (each a Tag) may be considered by the NZDF to be non-conforming. In respect of any Tag, the NZDF may at its sole discretion:
 - i. evaluate or reject the Tender containing such Tag;
 - ii. assign a price premium to any Tag;
 - iii. request that the Respondent withdraw or revise any Tag without any adjustment to the price stated in the Tender; and/or
 - iv. request that the Respondent withdraw or revise any Tag with adjustment to the price stated in the Tender, provided that the adjustment is for an amount that would have been reasonably expected if the Tender had been submitted without that Tag.
- b. All Tags must be clearly identified in the Tender as a Tag. Any statement in a Tender that has the general effect of being a Tag will not be considered as such if it has not been expressly stated to be a Tag.
- c. Where a Respondent submits a Tag or other condition that has a price implication, the Tender must include the price based on the Tagged item as well as a conforming (non-Tagged) price for the Tagged item, with the options (as Tagged / not Tagged) clearly described and shown. If the Respondent fails to submit a conforming price for a Tag that has a price implication, and the Tag is rejected by NZDF or withdrawn by the Respondent, the Respondent's price stated in the Tender shall be deemed to include the cost of that item without the Tag.
- d. The NZDF will not be bound by any Tag unless such Tag has been:
 - i. expressly stated in the Tender to be a Tag; and
 - ii. expressly agreed by the NZDF and incorporated in the contract.
- e. Each Respondent shall be deemed to have accepted all terms of the proposed contract that it has not identified in its Tender as a Tag in accordance with this paragraph 5.11, and shall not be entitled to raise any additional Tags with respect to the contract if that Respondent is invited to enter into negotiations in accordance with paragraph 5.12, except only in relation to any new or amended contract terms proposed by the NZDF.

4.12 Negotiations

- a. The NZDF may, at any time prior to its acceptance of any Tender, invite a Respondent to enter into negotiations with a view to agreeing a contract. Where the outcome is unsatisfactory, the NZDF may discontinue negotiations with a Respondent and may then either terminate the procurement process, or initiate negotiations with another Respondent, or with other suppliers either by re-issuing a similar RFT or through direct discussions.
- b. The NZDF may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the NZDF will treat each Respondent fairly, and:
 - i. advise each Respondent that it wishes to negotiate with, that concurrent negotiations will be carried out; and

- ii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Respondent and the NZDF will be essentially in the form set out in this RFT. Negotiations do not constitute an acceptance of any sort by the NZDF or imply or create an obligation of the NZDF to award any contract to that Respondent.
- d. The NZDF may use third parties to negotiate with Respondents as required.

4.13 Respondent's debrief

- a. The NZDF will offer all unsuccessful Respondents a debrief. Each Respondent will have 20 Business Days from the date of the NZDF's offer to request a debrief. When a Respondent requests a debrief, the NZDF will provide the debrief within 30 Business Days of the date of the request, or of the date the contract has been signed, or of the date the procurement has been formally cancelled (if applicable), whichever is latest.
- b. The debrief may be provided by the NZDF by MS Teams, phone or at a meeting in Wellington, New Zealand. The debrief will:
 - i. provide the reasons why the Tender was not successful;
 - ii. explain how the Tender performed against the evaluation criteria;
 - iii. indicate the Tender's relative strengths and weaknesses;
 - iv. seek to address any concerns or questions from the Respondent; and
 - v. seek feedback from the Respondent on this RFT and the procurement process (including the ROI phase, if any).
- c. No express comparison with any other Tender or Respondent will be made; however, the debrief may provide, in general terms, an explanation of the relative advantage(s) of the successful Tender.
- d. Each Respondent shall meet its own costs associated with any debrief.
- e. Where a probity auditor is appointed for the project, the probity auditor may also make contact with each Respondent separately to discuss the procurement process with them.

4.14 Notification of final outcome

- a. Following the award of a contract in relation to this RFT (if any), the NZDF may publish a contract award notice on the Government Electronic Tender Service (GETS). The NZDF may make public the name of the successful Respondent and any unsuccessful Respondent(s).

4.15 Issues and complaints

- a. A Respondent may, in good faith, raise with the NZDF any issue or complaint about this RFT (including any interpretation or inconsistency issues), or about this RFT process. Any such issue or complaint shall be lodged in writing with the NZDF's Contact Officer, or with the probity auditor (where a probity auditor has been appointed in relation to the Project).

- b. The NZDF (or the probity auditor, if applicable) will consider and respond promptly and impartially to the Respondent's issue or complaint. The outcome of any review by a probity auditor will be documented and provided to both the NZDF and the Respondent.
- c. Both the NZDF and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to this RFT or this RFT process.
- d. The fact that a Respondent has raised an issue or complaint will not be used by the NZDF to unfairly prejudice the Respondent's ongoing participation in this RFT process or future contract opportunities.
- e. Paragraph 5.3 applies with respect to any such issue or complaint, where the NZDF considers the issue or complaint is of general application to this RFT or all Respondents.

4.16 NZDF's Contact Officer

- a. All enquiries regarding this RFT must be directed to the NZDF's Contact Officer or utilising the SmartProcure message function. Respondents must not directly or indirectly approach any representative of the NZDF, or any other person, to solicit information concerning any aspect of this RFT or this RFT Process. Unauthorised contact with any NZDF person other than the NZDF's Contact Officer may result in the Respondent being disqualified from further participation in this RFT process at the NZDF's sole discretion.
- b. Only the NZDF's Contact Officer is authorised to communicate with Respondents regarding any aspect of this RFT and the RFT process. The NZDF will not be bound by any statement made by any other person.
- c. The NZDF may change the NZDF's Contact Officer at any time. The NZDF will notify Respondents of any such change. This notification may be posted on SmartProcure or sent directly by email to the relevant Respondents or known prospective Respondents.
- d. Where a Respondent has an existing contract with the NZDF, business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the NZDF, solicit information or discuss aspects of this RFT or the RFT process.

4.17 Conflict of interest

- a. Each Respondent must complete and submit as part of its Tender any conflict of interest declaration that is required by this RFT. Each Respondent must disclose any circumstances, arrangements, understandings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest that a Respondent could have as a result of participating in this RFT process or as a result of any contract that may be negotiated or executed between the Respondent and the NZDF. A conflict of interest may include being a member of the NZDF or having a close relationship with a person who is a member of the NZDF.
- b. Each Respondent must immediately inform the NZDF should a conflict of interest arise during this RFT process, including after submission of its Tender but prior to contract award. A material conflict of interest may result in the Respondent being disqualified from participating further in this RFT process at the NZDF's discretion.

- c. If a Respondent fails to notify the NZDF of a conflict of interest or is unable or unwilling to resolve or deal with the conflict as required by the NZDF, the Respondent may be disqualified from participating further in this RFT process at the NZDF's discretion.

4.18 Ethics

- a. Each Respondent must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the NZDF in relation to this RFT.
For the avoidance of doubt, each Respondent must not provide any offer of gifts or hospitality to any NZDF personnel during this process.
- b. Each Respondent must not seek or accept assistance from any current personnel, employees or contractors acting in employee or reservist roles to the NZDF, or any consultants or contractors who are or have been engaged on the Project, or utilise any information unlawfully obtained from the NZDF or any of its personnel (including in breach of an obligation of confidentiality) in the preparation of its Tender.
- c. Each Respondent must not engage in professionally inappropriate behaviour or other unethical behaviour. This includes actions that could result in a potential competitor being dissuaded from participating in this RFT due to other relationships with the Respondent being leveraged to prevent such participation.
- d. If any Respondent attempts to do, or the NZDF has reason to believe it has attempted to do, anything prohibited by paragraphs 5.17.a, 5.17.d, 5.18.a, 5.18.b or 5.18.c, that Respondent may be disqualified by the NZDF (at its sole discretion) from participating further in this RFT process.
- e. The NZDF reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout this RFT process to ensure probity of this RFT process. Each Respondent consents to the collection and provision of all such information and evidence.

4.19 Anti-collusion and bid rigging

- a. Each Respondent must not engage in collusive, deceptive or improper conduct in the preparation of its Tender or other submissions or in any discussions or negotiations with the NZDF. Such behaviour may result in the Respondent being disqualified from participating further in this RFT process at the NZDF's discretion, and could result in that Respondent being excluded from participation in future procurements run by the NZDF. In submitting a Tender, the Respondent warrants that its Tender has not been prepared in collusion with a competitor and nor has the Respondent (or any of its constituent members) acted in a way that could reasonably be considered by the NZDF to constitute anti-competitive behaviour or professionally inappropriate behaviour.
- b. The NZDF reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by a Respondent to the appropriate authority and to give that authority all relevant information, including a Respondent's Tender, and the NZDF reserves the right to pursue other remedies available against a Respondent that the NZDF reasonably believes has engaged in such conduct under any applicable law.

4.20 Confidential Information

- a. The NZDF and each Respondent will each take reasonable steps to protect Confidential Information of the other and, subject to paragraphs 5.20.b, 5.20.c and 5.20.d, and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information of the other to a third party without the other's prior written consent or as expressly permitted by this RFT.
- b. The NZDF and each Respondent may each disclose Confidential Information of the other to any person who is directly involved in this RFT process on its behalf, such as officers, personnel, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in, or running, this RFT process. To avoid doubt, Respondents cannot otherwise disclose Confidential Information except as expressly permitted by these Conditions of Tender or with the NZDF's prior written consent.
- c. The NZDF may disclose Confidential Information (excepting price information) contained in a Tender to the Governments of Australia, Canada, the United Kingdom and/or the United States of America if such information is requested by those governments. If Confidential Information is disclosed to overseas Governments under this paragraph 5.20.c, it will be done on a confidential basis.
- d. Each Respondent acknowledges that the NZDF's obligations under paragraph 5.18.a are subject to requirements imposed on the NZDF by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention and other obligations imposed by law. In addition, the NZDF will not be in breach of its obligations if Confidential Information is disclosed by the NZDF to the appropriate authority in accordance with paragraph 5.20.b. Where the NZDF receives an OIA request that relates to the Respondent's Confidential Information, the NZDF may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive, but nothing in this RFT will prevent the NZDF from complying with its obligations under the OIA, parliamentary and constitutional convention and any other obligations implied by law.
- e. By submitting a Tender, the Respondent authorises the NZDF to collect and use any information in respect of the Respondent and the parties named in its Tender, including personal information as defined in the Privacy Act 2020. The Respondent (and such parties) may require the NZDF to update or correct that information.

4.21 Confidentiality of RFT information

- a. The Respondent agrees to keep any information provided by or on behalf of the NZDF in relation to this RFT that is not publicly available strictly confidential at all times, including beyond the conclusion of this RFT process.
- b. A Respondent may disclose any confidential RFT information to any person described in paragraph 5.20.b but only for the purpose of participating in this RFT. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to this RFT.

- c. The Respondent agrees not to make any public statement, advertisement or announcement to any third party in relation to any aspect of this RFT, this RFT process or the award of any contract, without the NZDF's prior written consent.

4.22 Costs of participating in this procurement process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Tender (including attending any industry briefings, site visits, presentations or meetings) and any negotiations, and no such costs (nor costs associated with any other part of this procurement process) will be included in or attributed to the price, nor will the Respondent recover, or attempt to recover, such costs from the NZDF in any other manner.

4.23 Ownership of documents

- a. This RFT and its contents remain the property of the NZDF, including all specifications, manuals and other documentation provided or disclosed to the Respondent during this RFT process. All intellectual property rights in this RFT remain the property of the NZDF or its licensors. Any improvements, enhancements or development of these will also become the property of the NZDF.
- b. The NZDF may request the immediate return or destruction of any or all RFT documents and any copies. Each Respondent must comply with any such request in a timely manner and, on request, provide written confirmation that it has complied with this paragraph.
- c. All documents forming the Tender will, when delivered to the NZDF, become the property of the NZDF. Tenders will not be returned to Respondents at the end of this RFT process and may be retained or destroyed by the NZDF at the NZDF's sole discretion.
- d. Subject to paragraph 5.23.a, ownership of intellectual property rights in the Tender remain the property of the Respondent or its licensors. However, despite paragraph 5.20, the Respondent grants to the NZDF a non-exclusive, perpetual, irrevocable, royalty-free licence to retain, use, copy and disclose information contained in the Tender or otherwise provided to the NZDF as part of this RFT process, for any purpose related to this RFT process and all purposes contemplated in this RFT.

4.24 Agents

- a. The NZDF may not consider Tenders from an agent for another party unless the agent is authorised to submit the Tender. Tenders submitted by agents must include:
 - i. written evidence from the agent's principal that the agent is the authorised agent of the principal and that the agent is authorised to submit the Tender; and
 - ii. advice from the agent's principal on whether the NZDF must deal through the agent or whether the NZDF may deal directly with the principal.
- b. Failure to provide this information may invalidate the Tender.

4.25 No binding legal relations

- a. Neither this RFT, nor this RFT process, creates a process contract or any legal relationship between the NZDF and any Respondent, except in respect of:
 - i. any declaration given by the Respondent in its Tender;

- ii. the Tender Validity Period;
 - iii. the Respondent's statements, representations and/or warranties in its Tender and in its correspondence and negotiations with the NZDF; and
 - iv. the standard RFT conditions set out in paragraphs 5.16 to 5.29.
- b. Each exception in paragraph 5.25.a is subject only to the NZDF's reserved rights in paragraph 5.27.
- c. Only the Chief of Defence Force, or their delegates authorised in writing, has the authority to legally bind the NZDF with respect to this procurement. Except for the legal obligations set out in paragraph 5.25.a, no legal relationship is formed between the NZDF and any Respondent unless and until a contract is entered into between, and signed by, both of those parties, at which time the only legal relationship between the NZDF and the successful Respondent is as set out in that contract.

4.26 Elimination

- a. The NZDF may exclude a Respondent from participating in this RFT if the NZDF has information of any of the following, and this is considered by the NZDF to be material to this RFT:
- i. the Respondent has acted in breach of any of paragraphs 5.14 to 5.27;
 - ii. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of this RFT;
 - iii. the Respondent has failed to meet any security requirements or restrictions;
 - iv. the Tender contains a material error, omission or inaccuracy;
 - v. the Respondent is in bankruptcy, receivership or liquidation or suffers from an insolvency administration, or does not appear to have the financial viability, stability and sustainability to perform the Project;
 - vi. the Respondent has made a false declaration;
 - vii. there is a serious performance issue in a historic or current contract delivered by the Respondent;
 - viii. the Respondent, or any of its key personnel, has been convicted of a serious crime or offence;
 - ix. in the opinion of the NZDF, there is professional misconduct or an act or omission on the part of the Respondent that adversely reflects on the integrity of the Respondent;
 - x. the Respondent has failed to pay taxes, duties or other levies;
 - xi. the Respondent represents a threat to national security or the confidentiality of sensitive government information;
 - xii. the Respondent is a person or organisation designated as a terrorist by New Zealand Police or any other Crown organisation permitted to validly make such designations;
 - xiii. serious and credible allegations of human rights violations by the Respondent or any person or party in the Respondent's group or supply chain; and/or

- xiv. any matter that materially diminishes the NZDF's trust and confidence in the Respondent or its offered solution.

4.27 NZDF's additional rights

- a. Despite any other provision in this RFT, the NZDF may, on giving due notice to Respondents (including through the SmartProcure platform):
 - i. amend, suspend, cancel and/or re-issue this RFT, or any part of this RFT; and/or
 - ii. make any material change to this RFT (including any change to the timeline, requirements or evaluation approach), provided that Respondents are given a reasonable time within which to respond to the change. If a Tender has been submitted prior to the change, that Tender may be withdrawn, modified to take account of the change, and re-submitted by the Tender Closing Time.
- b. Despite any other provision in this RFT, the NZDF may:
 - i. change any date or time in this RFT process (e.g., extend or shorten timeframes);
 - ii. permit any person to participate in this RFT process, prior to the Tender Closing Time;
 - iii. accept a late Tender;
 - iv. answer a question submitted after the deadline for questions;
 - v. change any rule of this RFT process by notice in writing;
 - vi. not respond to any enquiry if at any time any required security clearances have not been granted to, or are revoked in respect of, the enquiring Respondent or any of its representatives;
 - vii. exclude or not deal any further with any Respondent if any security requirements or restrictions are not, are no longer, or have not been, met or observed at any time by that Respondent or by any of its respective representatives;
 - viii. exclude any person from this RFT process (whether on the grounds of capability, country of origin, price) due to Government policy or direction, security or operational requirements or otherwise;
 - ix. restrict or deny the supply of, or access to, any NZDF site or other property or any of the NZDF's personnel, information or property to any person;
 - x. accept or reject any Tender, or part of any Tender;
 - xi. accept or reject any non-affordable, non-compliant, non-conforming or alternative Tender;
 - xii. without limiting paragraph 5.26.a, eliminate any Respondent from participating further in this RFT process for any reason;
 - xiii. decide not to accept the lowest priced conforming Tender;
 - xiv. decide not to enter into a contract with any Respondent;
 - xv. liaise or negotiate with any supplier at any time, without disclosing this to, or doing the same with, any Respondent or any other Respondent;

- xvi. decide not to proceed to contract negotiation with any of the Respondents;
 - xvii. provide or withhold from any Respondent information in relation to any question arising in relation to this RFT. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request, or cannot be released for legal reasons;
 - xviii. amend the draft contract at any time, including during negotiations;
 - xix. not retain, return or destroy any information;
 - xx. re-advertise this RFT;
 - xxi. cancel this RFT process or the Project at any time;
 - xxii. have any of the NZDF's personnel view and inspect any premises and other facilities and equipment of any Respondent, and of the proposed subcontractors of the Respondent, at reasonable times as part of the process of assessing the Respondent's ability (including risk assessment) to meet the NZDF's criteria set out in this RFT;
 - xxiii. select one or more Respondents and invite such Respondents to participate in a closed best and final offer (BAFO) process;
 - xxiv. seek clarification of any aspect of information provided in a Tender (and require the Respondent to revise its Tender to reflect such clarifications), and seek further information from any party, but the NZDF is not required to seek such clarification or further information or to seek the same clarifications or further information in relation to all Respondents;
 - xxv. deal separately with any of the elements of the goods, services, documentation, works and/or product;
 - xxvi. waive irregularities or requirements in or during this RFT process where it considers it appropriate and reasonable to do so; and/or
 - xxvii. otherwise run this RFT process as it sees fit.
- c. For the avoidance of doubt, the NZDF reserves all rights it may have against each Respondent for any false, misleading or deceptive conduct.
 - d. With regard to the NZDF's additional rights set out in paragraphs 5.27.a 5.27.b, such rights are to be construed in accordance with the widest possible interpretation, notwithstanding any examples included in those paragraphs.
 - e. For the avoidance of doubt, the NZDF is not bound to shortlist or to negotiate with any Respondent, and issue of this RFT does not legally oblige or otherwise commit the NZDF to proceed with or follow the process outlined in this RFT, or to evaluate any particular Respondent's Tender.

4.28 New Zealand law

- a. The laws of New Zealand will govern this RFT and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning this RFT or this RFT process.

- b. The NZDF is the Sovereign in right of New Zealand acting by and through the Chief of Defence Force. The NZDF is used for convenience.

4.29 Disclaimer

- a. Neither the NZDF nor any of its agents, representatives or advisers will be liable in contract, tort (including negligence), equity, under statute, under any other cause of action or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of this RFT process, including any matters relating to the negotiating, drafting or execution of any contract, preparatory work in anticipation of a contract being entered into or reliance by a Respondent on any information provided by or on behalf of the NZDF.
- b. Nothing contained or implied in this RFT, or this RFT process, or any other communication by the NZDF to any Respondent will be construed as legal, financial or other advice. The NZDF has endeavoured to ensure the integrity of all information it provides in relation to this RFT process. However, it has not been independently verified and may not be updated.
- c. Except to the extent required by law, the NZDF may withhold any information from any person for any reason and will not be responsible to any person for any information.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of the NZDF, its agents and advisors is \$1.
- e. This RFT process affects no executive or prerogative power or right, or any immunity, of the NZDF.

4.30 Precedence

- a. Any conflict or inconsistency in this RFT will be resolved by giving precedence in the following descending order:
 - b. these Conditions of Tender;
 - c. all other sections and parts of this RFT package; and
 - d. any additional information or documentation provided by the NZDF to Respondents through the NZDF's Contact Officer or SmartProcure, unless in providing such information the NZDF expressly notes that the information will have a different level of precedence.
- e. If there is any conflict or inconsistency between information or documents having the same level of precedence, in the usual course the later information or document will prevail and specifics will prevail over generalities.
- f. However, any Registrant who perceives any inconsistency between any parts of the RFT package should raise a clarification question with the NZDF to resolve the conflict or inconsistency, in accordance with paragraph 5.3.a.

ATTACHMENT FOUR – STATEMENT OF REQUIREMENT



HER MAJESTY THE QUEEN

**NEW ZEALAND DEFENCE FORCE
TE OPE KĀTUA O AOTEAROA**

REQUEST FOR PROPOSAL

STAGE ONE

FM 2077

FOR THE PROVISION OF

FACILITIES MAINTENANCE AND MANAGEMENT SERVICES

TO

NEW ZEALAND DEFENCE FORCE'S

NORTHERN REGION

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STATEMENT OF REQUIREMENT

OVERVIEW

1 Interpretation

- 1.1 In this SoR, unless the context otherwise requires, the use of the following terms means and/or requires the following actions. Additional definitions relevant to the Outcomes are in **Annex A** to this SoR.

Additional Work means a service that is to be provided by the Supplier on request from NZDF that is not covered in the Contract Price and includes the project work generated from NZDF's Planned Maintenance Programmes, Minor New Works and Capital Work streams for the Designated Facilities.

Asset means any land, building, plant, infrastructure, equipment that make up the Facilities.

Bond means the performance/reconstitution bond between the Supplier, NZDF and the Supplier's specified bank as security for defective or unfinished work, or the non-performance of any obligation, or to reconstitute the Services if the Contract is terminated.

Commercial Facilities means the buildings and facilities that will be used by the Supplier to perform the Services.

Customer means any member of NZDF whom the Supplier has to communicate or work with in achieving the Outcomes.

Designated Facilities means those groups of Assets that are specifically identified and required to be maintained as part of the Services at the following locations; Papakura Military Camp and outlying sites (Ardmore Military Training Area, Arch Hill, Auckland City, Manukau, Tauranga, Te Rapa, Hamilton Army Territorial Force, Hamilton Veterans Affairs Office, Rotorua, Whangarei), Devonport Naval Base and outlying sites (Narrowneck, Kauri Point, Navy Museum Torpedo Bay, Whangaparua, Great Barrier Island, Waitangi, Mt Maunganui), and Whenuapai Air Force Base and outlying sites (Hobsonville, Kaipara).

Facilities means a group of Assets that are required to be maintained in the performance of the Services.

Information Systems means any computer hardware and software resident programmes and attachments including the environment and network within which they operate.

Issues Register means the issues register required to be implemented and maintained by the Supplier.

KPI Balanced Scorecard means the tool used to measure and record ongoing performance of the Supplier against the KPI's.

NZDF's Personnel means all NZDF employees being both civilian and military persons and invitees.

NZDF's Planned Maintenance Programme means a schedule of preventative maintenance repairs to Assets that NZDF has planned to undertake. Each programme is compiled and set in the preceding financial year for the current year and the next two financial years. This programme does not include repairs of an operational nature.

NZDF's Representative means the person appointed by NZDF to manage the Contract.

Operating Manual means the manual, which sets out the method, tasks, Scheduled Maintenance plan of NZDF's Assets and undertakings, required for the performance of the Services as provided by the Supplier to NZDF.

Outcomes/Outcomes Statements means the performance specifications for specific areas of work or Facilities that are required to be maintained.

Partnering means the manner in which both parties to the Contract interact with each other.

Partnering Charter means a written agreement that outlines the behaviours and precepts of a partnering relationship for the Contract's smooth and harmonious operations.

Residential Facilities means the residential properties owned by NZDF.

Services mean all things necessary to ensure achievement of the Outcomes.

Supplier means action or information to be provided by the successful Tenderer once the Contract has been awarded.

Supplier's Personnel means the Supplier's employees, agents, sub-contractors and invitees.

Supplier's Representative means the person who is authorised to act on behalf of the Supplier in all matters in regard to the Contract.

Standard Specification means the standards and requirements to be met in the carrying out of the required Services at the Designated Facilities.

Tenderer means action or information to be provided at the time of tender.

Third Party Work means any business or trading activity not associated with the performance of the Contract.

Vulnerable Employee means any employee who is employed to perform the category of services that have been given protection as set out in subpart 1, part 6A and Schedule 1A of the Employment Relations Act 2000 where such services are contracted out, contracted in or retendered to a subsequent contractor.

Working Hours means, except where expressly provided for in this Contract, the hours from 0730 to 1700 hours.

Works Order means the written advice issued by NZDF authorising the Supplier to carry out that part of the Services specified in the Works Order.

2 Background

- 2.1 This SoR details the requirements for the provision of Facilities Maintenance and Management (FM) Services to New Zealand Defence Force's (NZDF) Northern Region which encompasses Whenuapai Air Force Base, Devonport Naval Base, Papakura Military Camp and outlying areas.
- 2.2 NZDF are seeking a prime Supplier to maintain and manage the Assets and Facilities of NZDF's Northern Region sites under an outcome performance-based maintenance Contract for a period of five years with one, five year right of renewal. The estimated annual value of the Northern Region Facilities Management contract is \$23 million.
- 2.3 FM Services at NZDF's main sites of Whenuapai Air Force Base and Papakura Military Camp in the Northern Region are currently provided by suppliers under contracts that are due to expire on 31 August 2012. Devonport Naval Base is currently serviced and maintained by a number of standing offers covering all trades. The Devonport Naval Base is being re-tendered along with Whenuapai Air Force Base and Papakura Military Camp in a move to a fully outsourced FM service delivery model for the Northern Region.
- 2.4 Devonport Naval Base will be NZDF's principal site within the Northern Region. Whenuapai Air Force Base and Papakura Military Camp will be secondary sites within the region. However, NZDF expects the Supplier to locate their operations to best serve all main sites within the region.
- 2.5 NZDF has space available at the Whenuapai and Papakura sites for the Supplier's service yards. However there is no space at the Devonport site and the Supplier will need to make their own off-site arrangements for service yards. NZDF will make space available at all main sites for operational level management functions and at the Devonport site for regional level management functions. Any NZDF Facilities leased to the Supplier during the term of the Contract will be at commercial rates and conditions.
- 2.6 Defence housing stocks are reducing in number and will continue to do so in the foreseeable future. Maintenance activities on housing will become entirely reactive and only essential tasks will be undertaken so as to comply with health and safety requirements. Annual house inspections will be the only task to be undertaken as a planned maintenance activity.
- 2.7 Cleaning schedules will not be provided by NZDF as part of the Stage Two RFP documentation. Suppliers will be required to develop cleaning specifications and apply these to their own cleaning schedules, from which the Supplier will then develop an overall cleaning plan for submission to NZDF's Representative for approval. Once approved, this will be incorporated into the Operating Manual. Note that messes, barrack and transit accommodation management and cleaning are not included.
- 2.8 A contracting company leases from NZDF a number of workshop buildings and the Dry Dock at the far end of the Devonport Naval Base South Yard. This company contracts to Navy with regards to ship maintenance and other general engineering activities. NZDF are responsible for the maintenance of these Facilities and they are included in the scope of this tender. The contractor is responsible for making good any damage as a result of their activities.

3 NZDF's Objectives

- 3.1 NZDF's objectives in for this FM Contract are to:
- a. achieve Services of an FM industry-leading standard for the maintenance and management of its Assets and Facilities;
 - b. utilise market expertise and innovation;

- c. progressively move NZDF's spend on FM service delivery from Unscheduled to Scheduled Maintenance activities;
 - d. ensure that NZDF receives value for money, including minimising NZDF's need to invest in non-core processes; and
 - e. have a cost effective, Partnering arrangement, performed to cause least disruption to NZDF.
- 3.2 The overall outcome that NZDF is seeking is that at all times the integrity of the Assets within the Northern Region are operational, compliant and maintained to the current state or achieve a better condition than the current state.

4 Services In Scope

4.1 FM Services required by NZDF include:

- a. Grassed Areas, Grounds and Roads.
- b. Pest Control.
- c. Range Maintenance and Management.
- d. Airfield Maintenance.
- e. Wharves and Dry Dock Maintenance.
- f. Buildings and Specialised Facilities.
- g. Mechanical, Electrical, Plumbing Trades and Utilities.
- h. Swimming Pool Maintenance and Management.
- i. Fire Protection Systems.
- j. Security Systems.
- k. Waste Management.
- l. Working Accommodation Cleaning and Hygiene Services.
- m. Building and Resource Compliance Management.
- n. Asset and Data Management.
- o. Customer Client Services.
- p. Project Management.
- q. Contract Administration.

5 Services Out of Scope

5.1 Services not required by NZDF are:

- a. Alarm Monitoring.
- b. Hospitality, Catering and Bar Services.

- c. Messes, Barrack and Transit Accommodation Management and Cleaning.
- d. Laundry and Dry Cleaning Services.
- e. Security Guard Staffing.
- f. Reprographic and Library Services.
- g. Communications and Data Reticulation/Cabling between buildings.

6 Site Locations and Descriptions

- 6.1 The Northern Region supports approximately 3,400 NZDF Personnel in total, and is spread across a number of locations.
- 6.2 The following map identifies the locations of NZDF sites. The NZDF Northern Region encompasses sites within the North Auckland, Auckland, Waikato and Bay of Plenty Districts.



6.3 The following tables are an indication of site compositions at the Designated Facilities and not a comprehensive list of all Assets. Services are required in the following locations:

a. Papakura Military Camp and Outlying Sites.

Location	General Site Composition
Papakura Military Camp	The Papakura Military Camp (PMC) is located in south Auckland approximately 28km from central Auckland. The camp is spread over 18ha and supports the 1NZSAS Group and the Auckland Regional Support Centre. Within the camp are 95 buildings dating from 1940's timber clad construction to recently constructed metal clad warehouse and timber clad barrack accommodation structures. Additionally within the camp are 23 mainly metal clad buildings constructed in 2002 within a secure fenced compound. There are 49 houses located externally to the camp.
Ardmore Military Training Area	The Ardmore Military Training Area is an Army satellite training camp constructed in the 1940s and is located approximately 10km from Papakura Military Camp. It includes barrack accommodation for 32 and capability for 100 persons in tents along with five houses, range training facilities small arms ranges and demolition ranges, all within a 680ha fenced area of mainly bush and regenerating scrub. A significant redevelopment of the site commenced in 2009 including extended shooting ranges, a Method of Entry Facility and environmental works. Redevelopment of this site will continue until 2014.
Arch Hill	Auckland Army Centre consisting of two buildings constructed in 1977 and one building constructed in 2009 along with a vehicle storage building moved onto the site in 1997.
Auckland City	Army Recruiters have leased an office located on the 5 th floor of Westpac Tower in central Auckland.
Manukau	Army Recruiters have leased an office in the Manukau Mall.
Tauranga	Army Territorial Force facility occupying an ex-dairy company site consisting of four concrete buildings with timber and concrete floors, timber walls and roof framing clad in galvanised iron. One house located external to the site.
Te Rapa	Army Vehicle Storage facility in leased building, along with associated offices, ablutions and kitchen.
Hamilton	Army Territorial Force facility in two leased buildings along with associated sealed parking.
Hamilton	Veterans Affairs NZ office in a leased floor in a building in the central city.
Rotorua	Army Territorial Force facility in a leased building along with

Location	General Site Composition
	associated sealed parking.
Whangarei	Army Territorial Force facility in a leased office building. One house located external to the site.

b. Devonport Naval Base and Outlying Sites.

Location	General Site Composition
Devonport Naval Base	Devonport Naval Base is located on the North Shore at the southern end of the Devonport Peninsula and is approx 20km from central Auckland. The Base is split into the North Yard, South Yard and Ngataranga Bay. The North and South Yards are joined by a single lane tunnel. The North Yard has 51 buildings of varying age and construction including warehouses, offices, training schools and various supporting facilities. The South Yard consists of 71 buildings of varying age and construction, along with a Dry Dock, Navy Fuel Installation and wharves. Ngataranga Bay has 11 buildings including the Sea Safety Training Facility and a variety of sports fields. There are a number of Cat A Heritage buildings located in both Yards. All three areas support 1900 personnel and are approx 48ha in size. There are 318 service houses spread across the Devonport peninsula.
Narrowneck	Narrowneck is a 17ha site located on the Devonport Peninsula approx 3km north east of Devonport Naval Base. The 15 buildings include barrack accommodation and an Officer Training School, generally constructed in the 1950's or 1980's. To the rear of the site is a sports field and general grassed landscaped area.
Kauri Point	Kauri Point Naval Armaments Depot is located on the North Shore and is spread over a 73ha fully fenced site. There are 74 buildings scattered over this land of which many are old and disused explosive storehouses. There is a wharf which is used for transferring armaments to and from ships.
Navy Museum Torpedo Bay	The Navy Museum at Torpedo Bay is located at the base of North Head, Devonport. There are six buildings which includes a leased Café, all constructed in 2010.
Whangaparaoa	The Tamaki Leadership Centre is located at the end of the Whangaparaoa Peninsula approx 35km north of central Auckland. The site is 130ha in size and forms part of the Shakespeare Open Sanctuary. There are 13 buildings which include the recently completed galley, classrooms, accommodation blocks, along with three firing ranges and six huts.
Great Barrier Island	Great Barrier Naval Lab and Acoustic Listening Station is located on Great Barrier Island. The station consists of four

Location	General Site Composition
	buildings including the Caretakers house.
Waitangi	The site consists of a 33m high historical flag pole located within the Waitangi Treaty Grounds.
Mt Maunganui	Naval Reserves HMNZS Ngapona has leased office space in the northern end of Cargo Shed 2 at the Mt Maunganui Wharves near Tauranga.

c. Whenuapai Air Force Base and Outlying Sites.

Area	General Site Composition
Whenuapai Air Force Base	Whenuapai Air Force Base is an operational international airport occupying a 256ha site approx 22km west of central Auckland. The Base has two main runways, interconnected taxiways and hardstand areas. The current manning at Whenuapai Base is around 1200 personnel. The base has 210 buildings include 1930's era concrete hangers, some newer buildings, service housing, barrack and mess accommodation, recreational facilities and a medical and dental unit. There are 59 service houses on base and 96 service houses located off base in Whenuapai village. The Dale Road Transmitter Site is located 2km west of Whenuapai and occupies a 7ha site.
Hobsonville	The Hobsonville site has been transferred to Housing New Zealand ownership and is being developed by a subsidiary company called Hobsonville Land Company. Currently Defence has a small number of units at Hobsonville working out of leased buildings. A number of the existing on base service houses are still occupied by RNZAF personnel. Clark House occupies a 2Ha site on Clark Road. It is a two storey Heritage listed building and is occupied by an Army Medical unit. The Hobsonville off base service housing site is also being developed by Hobsonville Land Company. These houses are being systematically vacated and are being progressively handed over to Hobsonville Land Company.
Kaipara	The Kaipara Air Weapons Range is located in the South Head region of Kaipara Harbour. Site structures include a service house permanently occupied by the Range Warden, a main kitchen and accommodation building, both freestanding and chalet type accommodation buildings and a stand alone ablution block. There is a master quadrant control tower located inside the forestry area used to view the target range. All grasscutting and ground maintenance activities are undertaken by the NZDF Range Warden.

SERVICE DELIVERY

7 Requirement

- 7.1 There are three key aspects to the overall delivery of FM Services. These are:
- a. Asset Related Outcomes – the Services.
 - b. High Level Outcomes – enablers for the Asset Related Outcomes.
 - c. Overarching requirements – company enablers.
- 7.2 Service delivery is based on Outcomes, not on the specification of processes, unless a specific task process is required for operational and/or policy reasons. Having said this, some systems, processes or specialised facility requirements may therefore be described as outputs. Outcomes are further described later in this SoR.
- 7.3 Supporting the delivery of the Outcomes are a series of overarching requirements. These are the corporate or company level enablers in support of service delivery and are described later in this SoR.
- 7.4 The major activities required to complete the Services is the development and implementation of methodologies to ensure the continued operation of the Assets and Facilities which will be expressed within an Operating Manual to facilitate:
- a. Completion of Scheduled Maintenance which includes all routine inspections, testing, maintenance, minor repairs, consumables and replacement of parts that can be predicted to be replaced through the life cycle of the Asset.
 - b. Completion of Unscheduled Maintenance to cover reactive maintenance and repairs to faults and breakages.
 - c. Reporting to NZDF on the operation, completed maintenance, and condition of Assets and Facilities.
 - d. Completion of Additional Works ordered by NZDF under the Contract.

8 NZDF Key Drivers

- 8.1 The key drivers for NZDF in the delivery of FM to Bases and Camps are listed below (in no particular order of priority):
- a. Regionalisation approach in the delivery of FM services to optimise efficiencies and economies of scale.
 - b. Continuity of Defence Outputs with a 24/7 response to emergencies or outages requiring an emphasis on Facilities and/or Assets that ensure business continuity.
 - c. An aging estate coupled with a lack of recapitalisation requires an Asset management approach that maximises the life of type of Assets.
 - d. Sub Asset, plant and equipment maintenance as a planned action utilising current and best practice technologies.
 - e. Supplier systems for Asset maintenance management that integrates with NZDF systems.

- f. Provision of end-user focused Services that takes into account the needs of the NZDF estate.
- g. A culture of safety and continuous improvement.

9 Outcomes

9.1 There are ten groups of Outcomes within the scope of the proposed Contract. Groups 1 to 9 are Asset Related Outcomes while Group 10 are High Level Outcomes and generally apply across the other nine groups of outcomes.

9.2 The Outcomes have been described separately for convenience but they are not independent of each other.

9.3 A summary of Group 1 to 10 Outcomes is as follows:

Group	Group Heading	Description
1	Grounds	All grassed areas, grounds, gardens, roads, pest control, sports fields, training courses, airfield maintenance and range maintenance.
2	Buildings	All buildings, houses and specialised structures including Wharves, Aircraft Hangars, Ammunition Storage Houses, Battle Training Facility, Method of Entry Facility and Sea Safety Training Facility.
3	Mechanical	Boilers, reticulated heating systems, HVAC, air extraction systems, refrigeration, compressed air systems, lifting equipment, industrial doors, generators and fuel management.
4	Electrical	High voltage networks (11,000 & 400 volt), electrical installations (50 & 60 Hz), lighting systems, generators, UPS, earth bonding systems and airfield lighting systems.
5	Plumbing	Water supply, storage and treatment systems, wastewater/tradewaste drainage and treatment systems, stormwater drainage systems, gas reticulation, gas heating and swimming pool maintenance and management.
6	Fire	Fire protection systems including fire mains and hydrants, fire detection and alarm systems, sprinkler systems, aircraft hangar foam fire protection systems and fire extinguisher maintenance.
7	Security	Security systems including access control, intruder detection, closed circuit TV and the maintenance of all fences, gates and barriers.
8	Waste	Management of waste in all its forms including recycling, storage and disposal.
9	Cleaning	Cleaning of all working accommodation Facilities including provision of hygiene services and consumables.
10	Administration	Administration and management of the Contract at a Site/Regional level.

9.4 The following are detailed descriptions of the Group 10 Outcomes (Outcome Statements are in **Annex B** to this SoR):

- a. **Building Compliance Management** – There are approximately 625 buildings plus 841 houses spread across all NZDF sites in the Northern Region. At all times the Designated Facilities are fit for purpose and compliant with regards to the requirements of the Building Act. This will entail all building warrant of fitness inspections and audits of buildings, Facilities and structures by appropriately qualified persons being carried out to ensure compliance with the Building Act. It will also require the reporting on any aspect of a building or structure that does not meet the requirement for a safe, reliable, functional and complaint Facility.
- b. **Environmental Compliance Management** – The NZDF Estate is required to operate in compliance with the Resource Management Act. Currently there are 46 resource consents and four environmental management plans across sites in the Northern Region. All resource consents and permits are to be regularly monitored, audited and reported on by the Supplier using the CS-VUE web based resource monitoring tool to provide NZDF with assurance that they are current and are being operated in a compliant manner. The Supplier is to also assist with the development and implementation of management plans where required.
- c. **Asbestos Monitoring** – NZDF has an aging estate with asbestos in its various forms being present in approximately 10% of all Designated Facilities. The identification, testing and reporting on all forms of asbestos within the Designated Facilities is to be provided by the Supplier in accordance with required legislation and the NZDF Asbestos Register.
- d. **Asset Management** – NZDF requires high levels of advice on Asset maintenance and management issues to ensure that Assets and sub Assets are maintained and operated to their optimum levels. This will entail a multi faceted and close working relationship with NZDF in the development and implementation of Asset management processes utilising software tools that provide the required levels of data input, Asset condition modelling and reporting. Refer to **Annex C** Asset Management Process and **Annex D** Asset Development Chart for clarification on areas of added value, involvement and effort to be provided by the Supplier.

The Supplier will be expected to develop and provide:

- (1) Advice on maintenance planning to maximise the life of Assets.
 - (2) Ongoing advice and appraisals of Asset/sub Asset condition.
 - (3) Solutions for Asset through life management.
 - (4) Comprehensive and wide ranging reporting on Assets and work outputs.
 - (5) Input into the development of NZDF's Planned Maintenance Programmes.
- e. **Data Management** - Management of all records that are required in the delivery of the Services or created in the management of the Assets are to be maintained. The correlation, analysis, retrieval and provision of up to date records of maintenance of the Facilities are to be readily accessible to NZDF in a format that facilitates a complete understanding. Plans, operating and maintenance manuals, records of plant/equipment, financial data, environmental monitoring, Services provided and 'as built' are maintained and current.

Data management, in its various forms, is to be in accordance with NZDF systems to enable interoperability and ease of transfer. NZDF Asset data systems are based around the SAP Plant and Equipment module. Stand-alone, ad hoc or unique

operating systems will not be acceptable if they cannot deliver to NZDF effective one to one communication.

- f. **Customer Client Services** - A Service Centre is to be established where all occupants of the Facilities have their Service requests met on a day to day basis. Persons requesting service activities have a twenty-four hour a day point of contact that will take ownership and keep the customer fully informed. A full audit trail is to be provided for each Service request detailing response time and/or action taken. The maintenance process will culminate with the person/persons who raised the Service request gaining a high level of customer satisfaction. Service response times are detailed later in this SoR.
- g. **Project Management** – The Supplier may be required on occasion to develop and deliver project works of a variable nature. To support this capability the Supplier is required to provide a range of Services including, but not limited to, architectural, structural, geotechnical, mechanical, environmental design, along with cost management, project management and construction services. The scope of project work will be generated from NZDF's Planned Maintenance Programmes and Capital Works Programmes for the Designated Facilities, with input provided by the Supplier.
- h. **Operational Maintenance** - All Operational Maintenance is provided in a safe manner to ensure that all elements within the Facilities retain a high operational standard, maintain their present level of functionality, aesthetics and safety, meet the ongoing requirements of the occupants and conform to the relevant policies and standards. An Operating Manual that documents methodology, timeframe and process for completing Operational Maintenance is to be provided to NZDF by the Supplier.

Operational Maintenance consists of:

- (1) **Scheduled Maintenance** - The Supplier is to complete a planned approach of Scheduled Maintenance to ensure that all elements within the Facilities are constantly in a state of readiness for use and to satisfy the requirements of the Building Act. The planned approach will include all pre-emptive Scheduled Maintenance that is reasonably foreseeable to ensure that the Assets and Facilities retain their operational capability.
 - (2) **Unscheduled Maintenance** - All Unscheduled Maintenance will be performed by the Supplier to rectify unexpected failure of elements returning the Facilities to the state of operational readiness. Unexpected failure includes but is not limited to accidental damage, vandalism, adverse weather conditions and acts of nature.
 - (3) **Minor New Works** – The Supplier will be required to deliver maintenance related Minor New Work tasks that are generated from condition assessments, recommendations and NZDF's changing needs for the Facilities. These projects are generally of a non-cyclic or discretionary nature, funded from an annual budgeting process or separate funding cases at a site or regional level. The delivery of Minor New Work tasks are not to adversely impact on the Supplier's ability to deliver Scheduled and Unscheduled Maintenance.
- i. **Contract Administration** – NZDF views the Regional FM Contract relationship as a long-term one and will aid the development a close Partnering relationship with the Supplier to promote efficient communication and joint problem solving so customer service is maintained to a high level. NZDF sees the management of the FM contract, both at head office and site/regional levels, as requiring extensive Contract and project engagement expertise on the part of both parties. To this end the Supplier would be expected to employ and utilise resources of a calibre that are appropriate to ensure the success of the Contract.

10 Operating Manual

- 10.1 The Operating Manual sets out the methods, tasks, Scheduled Maintenance plans for NZDF Assets, and undertakings required for the performance of the Services. It incorporates all of the Supplier's various contractual plans, including cleaning schedules, which detail and enable the Supplier to perform the contracted Services.
- 10.2 The Supplier's Operating Manual is a working document and requires continuous updating as changes to the Services occur. The Supplier is to provide updated versions of the Operating Manual annually, or as required by NZDF.
- 10.3 Any Outcomes that are not delivered in accordance with the Operating Manual must be remedied as soon as practicable, to the extent possible and at no cost to NZDF.
- 10.4 The Supplier is to have an approved Operating Manual presented to and approved by NZDF's Representative prior to the end of the six month Transition-In period.

11 Response Times

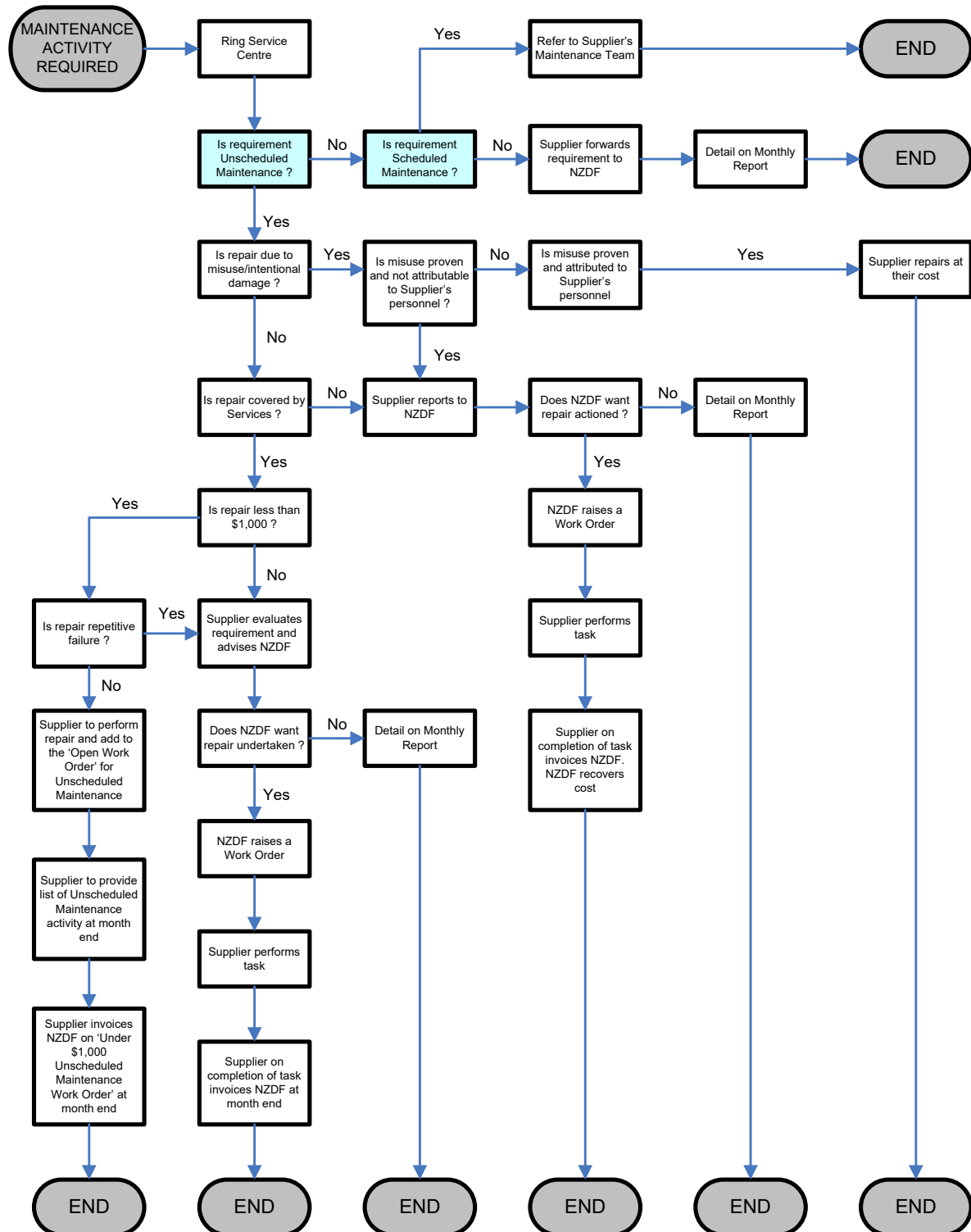
- 11.1 Response times that the Supplier will conform to are listed below:

Level	Description	Response
Level 1 - Emergency	Emergency: Immediately actioned, made safe, and completed as soon as possible. The failure will compromise health, safety, security and will inhibit NZDF's ability to deliver its outputs. Takes priority over all other work for that trade. NZDF's Representative is to be informed of the work immediately and kept informed of progress.	1. No more than one hour to respond and make safe. 2. No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 2 - Urgent	Urgent: The failure will compromise health, safety, and security, and will reduce the efficiency of NZDF's ability to deliver its outputs. Takes priority over all other work for that trade except Emergency tasks. NZDF's Representative is to be informed of the work immediately and kept informed of progress.	1. Responded to and made safe in no more than three hours. 2. No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 3 - Routine (Category I)	Routine (Category I): The failure will not compromise health, safety, and security, but will affect NZDF's ability to deliver its outputs if not attended to.	1. Responded to within 48 hours. 2. No more than 10 Working Days to complete unless agreed to by NZDF's Representative
Level 4 – Routine (Category II)	Routine (Category II): The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to.	1. Responded to within five days. 2. No more than 10 Working Days to complete unless agreed to by NZDF's Representative.

Level	Description	Response
Level 5 – Routine (Category III)	Routine (Category III): The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to. If it is inefficient to respond to it as a separate task and it may be more efficient to group it together as part of other work that is occurring in that location within the month of the issue being reported.	1. Responded to and completed within 30 days unless agreed to by NZDF's Representative.

12 Operational Maintenance Model

12.1 The following flowchart outlines the process model for the Operational Maintenance and repair of Assets:



- 12.2 The Supplier will be responsible for the day-to-day maintenance, repair and upkeep of the Assets in accordance with the Operational Maintenance Model.
- 12.3 Scheduled Maintenance will be performed in accordance with the Outcomes and the Operating Manual. The cost of Scheduled Maintenance is a fixed fee within the Contract price. Except as detailed otherwise, the cost of Scheduled Maintenance will include (whether specifically mentioned or not) all items of a consumable nature or those materials requiring replacement on a routine basis as part of performing the Scheduled Maintenance activities.
- 12.4 Where Unscheduled Maintenance is included in the scope of the Contract and has an estimated cost of up to \$1,000.00 (excluding GST), the Supplier will carry out the work in accordance with this Contract, without reference to NZDF, and having due regard for NZDF budget forecasts. The Supplier will record and claim for the work against the 'under \$1,000.00 Unscheduled Maintenance Works Order'.
- 12.5 Where an Unscheduled Maintenance task is estimated to cost greater than or equal to \$1,000.00 (excluding GST), the Supplier will refer the task to NZDF's Representative to determine if the work is to be carried out. If the work is agreed to be carried out, a separate Works Order will be raised by NZDF and the Supplier will identify the Works Order number when submitting a claim for the work performed.
- 12.6 The cost of Unscheduled Maintenance Works will be calculated using agreed Working Rates and Charges as detailed in the Contract.
- 12.7 In support of each claim for Unscheduled Maintenance the Supplier is to provide a comprehensive breakdown of the total cost (inclusive of time and labour by trade, materials, plant and sub-contractor costs) of each task performed.
- 12.8 Where an Asset requires substantial or recurring Repairs, the Supplier will advise NZDF's Representative of the circumstances. NZDF will then determine if the Asset is to continue to be maintained or placed on NZDF's Planned Maintenance Programme or other programmes, to be managed or replaced.
- 12.9 All requests for the repair of an Asset will go to the Supplier's Service Centre. The Service Centre will then determine the appropriate action for the management of the request for Repair in accordance with the Operational Maintenance Model and will also establish the appropriate response times for managing the Repairs.
- 12.10 Where a request for Repair is outside the scope of the Operational Maintenance Model the Supplier will complete an assessment and estimate of cost of the Repair required and advise NZDF's Representative. NZDF's Representative will then determine the appropriate action for the item.

13 Additional Work

- 13.1 NZDF's intent is to have the Supplier involved in the planning, design and delivery of projects to help ensure a 'whole of life' and maintenance practicality approach to NZDF's infrastructure requirements.
- 13.2 NZDF will offer to the Supplier project design and/or delivery services at Designated Facilities for works encompassing Planned Maintenance, Minor New Works and Capital Works which are collectively described as Additional Work. This will be offered if the value of each project is estimated to cost less than \$250,000.00 (excluding GST) and is of a similar nature to the Services provided under the Contract, providing a contract with another supplier is not in place.
- 13.3 NZDF retains the right to market test and/or employ alternative sources to undertake these works. Where NZDF chooses to procure the services through a formal tender process, The Supplier will be invited to provide an offer.

14 Ordering of Works

- 14.1 NZDF reserves the right not to action any item of Additional Work, and may during the period of the Contract employ a third party to carry out the work where:
- a. the Supplier, in the opinion of NZDF's Representative, is unable to complete the work within the required time frame (having regard to the programme of work with due consideration to scope and complexity); or
 - b. the nature of works required is, in the opinion of NZDF's Representative, outside the scope of activities and expertise routinely provided by the Supplier under this Contract; or
 - c. the Supplier has failed to meet any of the performance or reporting requirements of the Contract; or
 - d. funding constraints; or
 - e. a change in need (such as Base/Camp closure, decommissioning of a Facility, or alteration to a Facilities function) arises.

15 Planned Maintenance Programmes

- 15.1 As soon as possible after 01 July each year, NZDF will make available to the Supplier the relevant part of NZDF's Planned Maintenance Programmes for the next financial year and each of the following forecasted two financial years commencing on 01 July each year.
- 15.2 NZDF's Planned Maintenance Programmes will identify those Planned Maintenance and Minor New Works tasks to be performed by the Supplier under this Contract.
- 15.3 Where an Asset is included in the NZDF's Planned Maintenance Programmes the Supplier will ensure that any repair works performed on the Asset takes into account the nature and extent of the Planned Maintenance Programme tasks.
- 15.4 Where the Supplier recommends in writing an item of Planned Maintenance together with evidence that justifies its inclusion in NZDF's Planned Maintenance Programmes, and NZDF agrees, then NZDF may add that item to its Planned Maintenance Programmes.
- 15.5 As part of the Supplier's Asset Management service, the Supplier is to provide input into the development of NZDF's Planned Maintenance Programmes.

16 Design Services

- 16.1 The Supplier will provide design services using either direct staff or through established relationships with recognised and approved suppliers of technical design services. Where design work is required along with estimates to provide NZDF with assistance in budgeting for future projects, these services are to be provided with sufficient detail and will be paid for through a separate Works Order.
- 16.2 The cost of the Supplier's involvement in managing or co-ordinating design work will be calculated using agreed Project Manager labour rates. Where the Supplier utilises a third party supplier, NZDF will pay for those services plus any other charges along with the Supplier's involvement using agreed rates.

17 Project Delivery

- 17.1 The Supplier will be required to provide a firm price for the delivery of Project Work. The cost of Project Work will be calculated using agreed Working Rates and other charges, or

better. The cost of preparing this price will be considered an overhead cost and will not be reimbursable.

- 17.2 Where the Supplier, at their own discretion, nominates to carry out any works outside normal Working Hours then no additional fee will be paid by NZDF.
- 17.3 For Project Work that is valued at over \$100,000 (excluding GST), the Supplier is to engage an independent quantity surveyor to provide NZDF with cost surety of the firm price. The quantity surveying services will be paid for by NZDF through a separate Works Order.
- 17.4 All pricing accepted by NZDF will be confirmed with a Works Order issued in writing under the terms and conditions of the Contract. These instructions will include:
- a. A description of the works required, including any drawings, diagrams or design work necessary to accurately complete the task;
 - b. Stipulation of any standards required to be followed and any guarantees or warranties in relation to the Services provided, and
 - c. Identification of any time periods for construction and maintenance required (if applicable) and what if any retention may be held.
- 17.5 Where the Supplier elects to only project manage the work and use third party sub-contractors for the delivery of the physical works, the Supplier is to provide three quotes along with a written recommendation to NZDF's Representative's for approval.
- 17.6 The Supplier will be responsible for providing all site and project management Services necessary to ensure works are completed in a timely, safe, efficient and effective manner. The cost for these services is deemed to be included within the agreed Working Rates and other charges. When third party sub-contractors are used, a separate cost for them is to be included in the submitted price, plus any agreed charges.
- 17.7 All services within trenches, under slabs and within ceiling spaces and wall frames are required to be inspected by NZDF prior to closing in or backfilling. Regular inspections will also be held jointly between the Supplier and NZDF's Representative to check on interim project progress and compliance with safety plans.
- 17.8 The Supplier will advise NZDF's Representative when each task has been completed, whereby they will jointly inspect the works to identify any defects or outstanding works requiring rectification or completion. This inspection process will be repeated at regular intervals until NZDF is satisfied that all work has been satisfactorily completed, at which time a certificate of completion will be issued in writing by NZDF's Representative.
- 17.9 The undertaking of a Works Order under this clause is not to impact adversely on the delivery of Scheduled and Unscheduled Maintenance or any other Service that is supplied as part of this Contract. Additional Work may only be offered once the Supplier has provided an assurance they have adequate resources to meet the contracted Outcomes in conjunction with undertaking any further work.
- 17.10 Invoicing for Additional Work will be as per the Claims Procedure clause as specified in the Contract. NZDF are also implementing a paperless invoicing system. This will require the Supplier to work with NZDF to develop and implement reciprocal systems that support this new initiative.

18 Damage and Vandalism

- 18.1 The Supplier will advise NZDF in writing of all damage, vandalism or theft to any building, plant or equipment as soon as the Supplier becomes aware of it.
- 18.2 If any damage, vandalism or theft occurs and it is not attributed to the Supplier's personnel, the cost of Repair or replacement will be met by NZDF. NZDF may arrange for the Repair or replacement itself or request the Supplier to carry out the Repair.
- 18.3 Any damage, vandalism or theft to NZDF's buildings, plant or equipment attributed to the Supplier's personnel will be repaired or replaced by the Supplier at no cost to NZDF. Repairs or replacement of NZDF's buildings, plant or equipment must be completed within five Working Days of written notification by NZDF to the Supplier or commenced within a timeframe acceptable to NZDF.

19 Materials and Workmanship

- 19.1 Unless specifically instructed or approved by NZDF's Representative, all consumables, spare parts and materials provided by the Supplier will be new, and where applicable, comply with relevant New Zealand standards, be manufacturer compliant and not negate any manufacturer's warranties or guarantees.
- 19.2 Consumables, spare parts and materials required to carry out any works completed under this Contract will be supplied by the Supplier unless otherwise required by NZDF's Representative.
- 19.3 The cost of consumables, spare parts and materials for Services supplied by the Supplier will be in accordance with the agreed terms and rates as stipulated in the Contract.
- 19.4 All Services will be carried out in a tradesman like manner and in accordance with the manufacturer's recommended procedures. NZDF will provide any necessary as-built and operating information relating to any Facility, where those details are available.
- 19.5 The Supplier will provide all equipment, tools, testing apparatus, plant, equipment and machinery as necessary to carry out the Services.
- 19.6 Except as detailed below, the cost of the Supplier's equipment, tools, testing apparatus and means of transportation and the like are included in the rates and charges for Unscheduled Maintenance, Planned Maintenance, Minor New Works and Additional Works. Items that may be charged in addition to these rates include:
- a. mobile construction machinery (cranes, excavating equipment, tractors etc) but not cars, vans, utilities and trailers; and
 - b. specialist equipment that would not normally be held by the Supplier.
- 19.7 The charges for Scheduled Maintenance will include all of the Supplier's equipment of whatever nature.

20 Plant, Services and Equipment Shutdowns

- 20.1 The Supplier will plan and execute the Services so that interference with NZDF activities on and adjacent to the Facility is kept to a minimum and to comply with all reasonable requests from NZDF's Representative.

- 20.2 Where the Supplier requires to shutdown plant, Services or equipment to carry out any Scheduled Maintenance and other work activities then the prior approval of NZDF's Representative is required. The Supplier will request such approval in writing and not less than two weeks before the intended shutdown. The request for approval will include:
- a. Details of the intended shutdown.
 - b. The timing and duration of the intended shutdown.
 - c. A brief description of the consequences of the intended shutdown.
 - d. A continuity plan in the event of exceeding the agreed time to complete the works.
- 20.3 NZDF's approval in granting a shutdown will not be unreasonably withheld.
- 20.4 Where plant, Services or equipment shutdowns are required to be carried out for emergency or urgent priority Unscheduled Maintenance, the shutdown is to be co-ordinated with NZDF's Representative at the time of the requirement.

21 Hours of Work

- 21.1 All Services will generally be carried out during normal Working Hours (0730hrs to 1700hrs Monday to Friday). The Supplier will be prepared and able to provide the Services 24 hours a day, 7 days a week. Charges for Scheduled Maintenance include all costs for carrying out the Services at the times and frequencies as necessary to meet the requirements in the Outcomes and Operating Manual.
- 21.2 Additional costs for working outside normal Working Hours will only be paid for if approval to do so has been granted by NZDF's Representative.
- 21.3 Where the Supplier, at their own discretion, nominates to carry out any Services outside normal Working Hours then no additional fees, rates or other charges will be paid by NZDF.

22 Disposal of Waste Materials

- 22.1 Waste materials generated in performing the Services are to be promptly removed from the site and taken to an approved landfill/waste management facility. Costs associated in the disposal of waste material are included in the cost of performing the work.

OVERARCHING REQUIREMENTS

23 Relationship Management

- 23.1 NZDF and the Supplier will jointly adopt Partnering concepts into their relationship to promote efficient communication and joint problem solving to ensure the Contract operates smoothly and customer service is maintained at a high level.
- 23.2 The relationship shall be based on openness, trust and good faith and will require the development of a Partnering Charter.
- 23.3 NZDF envisages a tiered regionalised management structure for the Northern Region FM Contract to ensure communications and responsibilities are maintained at the appropriate level at all times. The proposed tiered levels of management are as follows:
- a. Corporate Level – for resolving escalated issues, involvement in Partnering relationships and formal review meetings of the Contract.

- b. Operational Level – for daily relationship management, overseeing the delivery of Services, routine administration, auditing and reporting to all principal and secondary sites within the Northern Region.

24 Security

- 24.1 Security is a paramount concern for NZDF and its operations both within New Zealand and overseas. The outputs that NZDF provides to the Government of New Zealand are of national importance and at times politically sensitive. Certain military facilities, equipment and information must be controlled in a manner that ensures it is contained for Defence purposes only. Other nations that have treaties with NZ also expect a level of security to be maintained to ensure a level of trust that enables the sharing of information, equipment and facilities.
- 24.2 Accordingly, NZDF requires that all the Supplier's personnel (including employees, subcontractors and other representatives) requiring access to the Designated Facilities, or information relating to the Designated Facilities or the Services, undergo a security clearance screening and the Supplier be registered with the Defence Industry Security Programme (DISP). Details are in Attachment Three of this tender.
- 24.3 NZDF reserves the right to refuse entry to the Designated Facilities or access to information to any person who:
 - a. declines to undergo security clearance screening,
 - b. fails to obtain security clearance,
 - c. commits an offence that results in the individual losing their security clearance, or
 - d. fails to comply with NZDF's security requirements.

25 Reporting

- 25.1 The Supplier will provide to NZDF the following reports:
 - a. **Daily:** Where any event involving emergency callouts, serious work accidents or Resource Management Act incidents, security breaches, and/or work where Service is likely to be adversely affected (e.g. kitchen boiler or equipment unable to be repaired affecting kitchen output).
 - b. **Monthly:** Provide within five working days of each calendar month following the reporting month - an Operational level report detailing but not limited to:
 - (1) Any new defects that require NZDF's decision and/or action and details of any defects for which such decision and/or action is outstanding.
 - (2) Trend analysis of selected key details provided for the preceding three months.
 - (3) Key Performance Indicator's (KPI's) performance.
 - (4) Performance against the Outcomes.
 - (5) Additional Work completed.
 - (6) Occupational Safety and Health issues.
 - (7) Waste recycling volumes.

- (8) Other issues reported during the period.
 - (9) Estimated life of Assets and any proposal for inclusion in NZDF's Planned Maintenance Programme.
 - c. **Bi-annual:** Provide within 10 working days following the end of the six month reporting period - a Corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Trend analysis of selected key details provided for the preceding six months.
 - (2) Resource Management Act breaches, test results and reports.
 - (3) Occupational Safety and Health incidents.
 - (4) Training undertaken during the period and what training is planned for the next period.
 - (5) Summary of Repairs undertaken.
 - d. **Annual:** Provide within 20 working days of the anniversary of Contract start date - a Corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Any changes to the Quality Plan.
 - (2) Any changes to the Business Continuity Plan.
 - (3) Performance against the annual Business Plan for that operating year and a review on the previous year's performance.
 - (4) The completed KPI Balanced Scorecard.
 - (5) Matters relating to the resource consents maintained by the Supplier on behalf of NZDF.
 - (6) Occupational Safety and Health incidents.
 - (7) Estimated life of Assets and any proposals for inclusion in NZDF's Planned Maintenance Programme.
- 25.2 Monthly, bi-annual and annual reports are to be provided to the NZDF FM site manager for comment before formal submission of the reports to the NZDF Representative. Partnering meetings will be convened for the formal presentation of Bi-annual and Annual Reports.

26 Annual Business Plan

- 26.1 The Supplier will provide an Annual Business Plan for the next year, detailing any required and/or proposed changes to the preceding year's Business Plan (in the format provided by NZDF) and detailing but not limited to:
- a. An executive summary and overview of the Contract relationship.
 - b. Proposed changes and investments in plant, equipment and resources serving the Contract.
 - c. Proposed changes in staff, training, management and processes.
 - d. Proposed changes to the KPI indicators.

- e. Proposed variations to the Contract.
- f. Proposed opportunities for improvements, innovation and added value.

26.2 The Annual Business Plan will be formally presented and discussed during with the Annual Review presentation meeting.

27 Management of nominated Sub-contractors

27.1 NZDF may specify nominated Sub-contractors for specific areas of work. The Supplier is required to manage them on behalf of NZDF and include the nominated Sub-contractors costs in the Contract Price.

27.2 The Supplier is to manage the nominated Sub-contractors on the same terms and conditions as for other Sub-contractors employed by the Supplier. At the end of the nominated Sub-contractors contract term, NZDF and the Supplier will review the contractual relationship.

28 Business Continuity Plan

28.1 The Supplier will develop a Business Continuity Plan (BCP) for submission to NZDF's Representative for approval.

28.2 The BCP is to include, but is not limited to the following details:

- a. Overall description of the Base/Camp infrastructure.
- b. Location of all major utility networks, backup systems and access control.
- c. The operation, control and management of all utility networks and backup systems.
- d. Contingency plans/resources in the event of failure of the backup systems.
- e. Emergency event actions, procedures and priorities to be followed.
- f. Emergency points of contact.

28.3 The Supplier will conduct annual testing of the BCP and submit the results in a report to NZDF's Representative.

28.4 The Supplier is to amend the BCP as a result of lessons learnt from the annual testing and submit the amended plan for inclusion in the annual report.

29 NZDF Crest

29.1 The Supplier may use approved NZDF Crests on the following aspects of its operations that are used in direct relation to this Contract:

- a. Service vehicles.
- b. Signage.
- c. Stationery.
- d. Staff uniforms.

30 Insurances

30.1 The Supplier is required to provide evidence of insurance cover in accordance with the following minimum amounts before commencing work:

- a. General Liability \$10 million.
- b. Product Liability \$10 million.
- c. Motor Vehicle (Third Party) \$10 million.
- d. Professional Indemnity \$2 million.

31 Performance Bond

31.1 The Supplier is required to provide a Performance Bond of \$1,000,000 before commencing work.

32 Performance Measurement and Reward

32.1 Managing the performance of the Contract is essential to ensure the required Outcomes, compliance and value for NZDF are achieved. It also enables an assessment of the Supplier's performance against key criteria to ascertain the actual level of performance. NZDF have therefore implemented systems to enable contract performance to be measured and rewarded.

32.2 The performance measurement system in the Contract is based on a Key Performance Indicator (KPI) Balanced Scorecard. The scorecard is completed monthly at the operational/site level and will be reviewed six monthly at the corporate level as part of the Contract Partnering and Annual Review meetings.

32.3 The KPI Balanced Scorecard enables NZDF to compare or benchmark its suppliers across all FM contracts where the KPI Balanced Scorecard is used.

32.4 The performance reward system in the Contract is based on a 'Profit at Risk' mechanism. This requires the Supplier to specify the annual profit margin that it wishes to earn and to have a portion of that margin 'put at risk' and which is tied to the performance measurement system.

32.5 The 'at risk' profit margin portion is determined for award or otherwise during the six monthly Contract Partnering meetings.

32.6 The parties agree that the portion of profit margin at risk represents in part the value to NZDF of proper performance of the Services and where the Supplier is not paid any of the profit margin at risk, the amount not paid represents the reduced value to NZDF of the Services.

32.7 The actions taken with regard to the profit margin at risk do not overrule the provisions set out in the Non-Compliance clauses or any other provision in the Contract.

32.8 The Supplier may only add the profit margin portion that is not at risk to its invoices for the fixed fee (Scheduled Maintenance) components of the Services prescribed in the Contract. For any work awarded to the Supplier that is considered as Additional Work or Unscheduled Maintenance, the Supplier is to invoice NZDF using the total profit margin amount specified in the Contract.

32.9 The profit margin at risk mechanism will not apply to project work.

32.10 NZDF's and the Supplier's Representatives will jointly manage performance measurement.

33 Safety Compliance

- 33.1 NZDF has a heads of agreement in place with SiteSafe New Zealand Incorporated to help ensure an appropriate safety standard for all NZDF staff, contractors and sub-contractors involved in construction and maintenance activities on NZDF sites.
- 33.2 The Supplier is required to be either Site Safe accredited or be prepared to undergo appropriate Site Safe accreditation before physical works are conducted on NZDF sites.
- 33.3 The Site Safe 'Passport' for contractors performing physical works and 'Gold Card' accreditation for supervisors of contractors and direct staff is required.
- 33.4 The Supplier is to produce a site specific safety plan covering all work activities across all sites covered by the Contract. The site safety plan is to be submitted to NZDF for approval and is to include processes for managing all personnel requiring access to NZDF sites in relation to the Services or other work activities.

34 Quality Management

- 34.1 NZDF intend to carry out checks on the Services carried out by the Supplier as part of ensuring quality and due diligence. In the majority of instances NZDF will use in-house staff to perform this function. Quality assurance checking will take a variety of forms and will include but not be limited to the following:
 - a. Forecasted checks of Scheduled Maintenance activity to verify that it is being performed and that the outcomes are being delivered.
 - b. Random and unforecasted spot checks on systems, processes and plans required in the carrying out of the contracted services.
 - c. Spot checks of Unscheduled Maintenance activity performed.
 - d. Safety checks on maintenance activity and project work.
 - e. Auditing of maintenance activity by independent specialist third parties.
- 34.2 NZDF undertakes that the results of these checks will be made known to the Supplier so that any corrective action or identified areas of improvement can be undertaken. The results of the checks in some instances will inform the KPI Scorecard (eg. safety expectations and Services delivered).
- 34.3 The Supplier will keep, maintain and update as necessary all plans, maintenance records, operating records, logs, drawings and manuals to demonstrate proper and adequate maintenance inspections and tests and must provide either access to or copies of such information to NZDF.
- 34.4 NZDF requires the Supplier to have processes in place to ensure:
 - a. A system of continuous improvement in the delivery of Services using ISO 9001 or other proposed system.
 - b. Continuity of supplied Services.
 - c. Resources are used to their fullest potential and waste (in all forms) is minimised.
- 34.5 The Supplier is to develop a Quality Plan and review it annually for inclusion in the Annual Report.

35 Corporate Responsibility and Sustainability

- 35.1 NZDF is committed to a leadership role in the community with regard to corporate responsibility. As part of this NZDF has a drive to improving the sustainability of its business practices, thereby ensuring the NZDF outputs to the Government and the people of New Zealand are delivered in a responsible, effective and efficient manner.
- 35.2 NZDF supports and encourages an approach to sustainability and the principles of integrating economic, social, and environmental considerations into all decision making..
- 35.3 NZDF takes into account such issues as resource extraction, consumption and renewal, recycling and waste disposal options; employee rights and conditions, corruption, unfair competition and ethical behaviour. In the delivery of the Services the Supplier is to consider:
- a. Strategies to avoid unnecessary consumption and manage demand.
 - b. Environmental impacts of the Services over the whole of life of the Services, such as resource use, recycling etc.
 - c. Social aspects including sustainable supply chains issues, labour conditions, occupational safety and health compliance, and relevant industrial and environmental regulations.
- 35.4 The Supplier undertakes to prioritise the reducing, reusing and recycling of resources to support NZDF in improving the sustainability of its business practises throughout the life of the Contract, by employing the following strategies:
- a. Office recycling policies and procedures.
 - b. Policies that prescribe the purchase of fuel efficient vehicles (such as petrol-hybrids and diesels).
 - c. Participation in accredited CO2 offset programmes for their organisation and clients.
- 35.5 NZDF recognises that staff are a key resource to the effective delivery of an organisation's outputs. Well trained and valued staff can have a beneficial effect on the successful delivery of services. This is achieved through attracting quality skilled workers, fair and reasonable conditions of service, the retention of skills and corporate knowledge, and ongoing training and awareness of changes in industry.
- 35.6 The cleaning Services include a specified category of employees who have been given certain protections under the Employment Relations Act 2000 ("Vulnerable Employees"). The successful Tenderer will be required to employ all Vulnerable Employees who elect to transfer on the same terms and conditions as they are currently employed and where this occurs, to treat their employment as continuous.
- 35.7 A list containing positions and salaries of the Vulnerable Employees will be provided to shortlisted Tenderers in the RFP Stage Two.

36 Continuous Improvement, Innovation and Added Value.

- 36.1 The Supplier is encouraged to continuously identify opportunities for improvement, efficiency gains, new technologies, innovation and added value. All identified opportunities will be discussed and implemented jointly, provided they are acceptable to NZDF.
- 36.2 Any undertakings or promises offered by the Tenderer during the Tender process may be taken as an obligation to NZDF under the Contract.

37 Transition Plans

- 37.1 NZDF and the Supplier will jointly prepare and agree on a detailed Transition-In Plan. The Transition-In period will run for six months from an agreed site start date.
- 37.2 NZDF will endeavour to confirm a Contract acceptance two months prior to the agreed site start date to allow the Supplier time to mobilise all staff, equipment and resources necessary for an effective commencement to the Transition-In phase of the Contract.
- 37.3 NZDF and the Supplier will jointly prepare and agree on a detailed Transition-Out Plan six months prior to expiry of the Contract term.

38 Address Record Database

- 38.1 NZDF uses a single commercial solution, maintained by DAYTM.COM of Sydney, to maintain a permanent live record for each of its Supplier's address and bank account details. The successful Tenderer is encouraged to take up the free membership of the DAYTM.COM database system.

39 Syndicated Procurement

- 39.1 Syndicated Procurement is a Government initiative to create effectiveness and efficiencies in the public sector. It is intended that any Contract agreed to by NZDF for the provision of Facilities Maintenance and Management Services Northern Region will include a 'Common Use Provision' that will allow any Government Agency to join the Contract with the NZDF Facilities Maintenance and Management Services Supplier, subject to endorsement by the Syndicated Contracts Review Board, under the same terms and conditions as those agreed to by NZDF. No Guarantee is given that any other public sector agency will participate during the life of the Contract.
- 39.2 Tenderers are to note that Syndicated Procurement for the Northern Region applies only to this area which encompasses North Auckland, Auckland, Waikato and Bay of Plenty. Government Agencies may select all or any part of the scope of Services.

ANNEX A - NZDF DEFINITIONS

Serial	Outcomes	Definition
D 1.1	Grassed Areas	Includes but not limited to all lawn areas, training fields, sports fields, air fields, verges, remote site locations and ranges pertinent to the Designated Facilities.
D 1.2	Grounds	Includes but not limited to all grassed areas, garden areas, fire breaks, tree areas, shelter belts, roads, hard surfaces, paved areas, runways, taxiways, air fields, fence lines, open drains, exterior furniture and exterior structures pertinent to the Designated Facilities.
D 1.3	Gardens	Includes but not limited to all flowerbeds, decorative plants, memorial areas, plaques, trees, shrubs and hedges.
D 1.4	Roads, Footpaths and Sealed Areas	Includes but not limited to all sealed roads, unsealed roads, 4WD tracks, fire breaks, car parks, turning bays, hardstand areas, parade grounds, footpaths, pathways, paved areas, speed humps, concrete areas and all associated signs and markings.
D 1.5	Pest Plant Control	Includes but not limited to the control of barberry, blackberry, broom, gorse, old man's beard, thistle, ragwort, cape daisy and other pest plants.
D 1.6	Pest Animal Control	Includes but not limited to the control of birds, rats, mice, feral cats, wild dogs, possums, pigeons, rabbits, hares and other pest animals.
D 1.7	Pest Insect Control	Includes but not limited to the control of cockroaches, ants, wasps, silverfish, cluster flies, spiders and other pest insects.
D 1.8	Sports Fields and Courts	Includes but not limited to grassed sports fields for rugby union, rugby league, touch, football, hockey, softball, athletics, and all weather courts for netball and tennis, along with all associated markings, goal posts, nets and flags.
D 1.9	Playgrounds, Confidence and High Ropes Courses	Includes but not limited to children's playgrounds, climbing towers, obstacle courses, confidence courses, trim courses and high ropes courses.
D 1.10	Airfield Maintenance	Includes but not limited to runways, taxiways, hardstand areas and grassed areas, including airfield inspection regimes, FOD sweeping, bird control, vector control, drainage systems, markings, wind direction indicators, anchor points and all other installations and equipment on or adjacent to the area used in connection with flight.
D 1.11	Range Maintenance	Includes but not limited to the range floor, mantlet, stop butt, access structures, distance and lane markers, firing pits, equipment sheds and target mechanisms on all ranges.
D 2.1	Buildings and Structures	Includes but not limited to all Designated Facilities including all buildings, towers, flag stations, tunnels, hangars, ammunition storage houses, weather stations, bridges, wharves, dry dock and the like.
D 2.2	Urban Warfare Training Facility (UTF)	Includes but not limited to the maintenance and repair of the Urban Warfare Training Facility also incorporating shipping containers, relocated houses, unsealed roads, drainage systems and residential fencing all laid out to replicate a variety of urban environments.
D 2.3	Battle Training Facility (BTF)	Includes but not limited to the maintenance and repair of the Battle Training Facility also incorporating contaminated material removal and replacement of

Serial	Outcomes	Definition
		ballistic protection and collection systems.
D 2.4	Method of Entry Facility (MEF)	Includes but not limited to the maintenance and repair of the Method of Entry Facility also incorporating underwater training structures, pumps, storage tanks and replacement of ballistic protection systems.
D 2.5	Sea Safety Training Facility (SSTF)	Includes but not limited to the maintenance and repair of the Sea Safety Training Facility also incorporating fire training unit, protection training unit, damage control unit and diesel recovery unit including all pumps, hydraulic systems, HVAC, environmental effects generation, piped reticulations, ducting, drainage systems, separator tanks, filters and all associated plant equipment and controls.
D 3.1	Boilers and Reticulated Heating Systems	Includes but not limited to steam and medium temperature hot water heating systems including boiler installations, calorifiers, steam traps, circulating pumps, heat exchangers, reticulated insulated heating pipework, hot water radiators and all associated plant, equipment and controls.
D 3.2	Air Supply and Extraction Systems	Includes but not limited to all air supply and extract systems, noxious fume extraction units, air handler units, spray booths, paint shop extract systems, built in vacuum cleaner systems, fans, vents, grilles, filters, ducting systems, drip trays, hoods, and all associated plant, equipment and controls.
D 3.3	Heating, Ventilation and Air Conditioning Systems	Includes but not limited to heating, ventilation and air conditioning systems including all ducting, pipework, diffusers, grilles, drying rooms, heat pump units, fan coil units, air handler units, split air systems, dehumidifiers and all associated plant, equipment and controls.
D 3.4	Built-in Refrigeration Systems	Includes but not limited to refrigeration units, walk in cool stores and freezers, along with associated plant and equipment.
D 3.5	Compressed Air and Fixed Air Distribution Systems	Includes but not limited to all air compressors, breathing apparatus (BA) compressors, pressure vessels, air dryers, control systems and associated fixed air distribution equipment and/or systems.
D 3.6	Cranes, Lifts, Hoists and Anchor Points	Includes but not limited to all gantry cranes, dry dock crane, dry dock hydraulic bridge, lifts, hoists, and associated chain blocks, motors, rams and safety systems.
D 3.7	Industrial Doors and Grilles	Includes but not limited to hangar main doors, tail slot doors, ESH doors, roller doors, tilt doors, bar grilles and any associated chain blocks and motors.
D 3.8	Stand By Generator (Mechanical)	Includes but not limited to the mechanical maintenance on standby generators including associated controls, fuel storage tanks, flues and all associated plant and equipment.
D 3.9	Fuel Management	Includes but not limited to inspection of NZDF fuel points including stock management, stock quality, plant safety inspections and environmental control for diesel, petrol, avgas (excluding RNZAF), coal and wood pellet fuel types.
D 3.10	Naval Fuel Installation	Includes but not limited to bunker storage facilities for marine diesel and aviation fuel including fuel line reticulations, pumps, filtration system and wharf re-fuelling points.
D 4.1	Electricity Supply Systems	Includes but not limited to all NZDF owned high voltage (11,000 & 400 volt) reticulations including switchgear, oil

Serial	Outcomes	Definition
		circuit breakers, oil switches, fuse switches, distribution transformers, pillar boxes and associated equipment, underground cables, overhead lines, and poles.
D 4.2	Exterior Lighting	Includes but not limited to all exterior light fittings, exterior security lighting, flood lighting, sports field lighting, street lighting and all associated controls, bulbs, and supports.
D 4.3	Interior Lighting	Includes but not limited to all interior light fittings, emergency lighting and all associated controls, bulbs, battery backups and supports.
D 4.4	Stand By Generator and UPS Systems (Electrical)	Includes but not limited to the electrical maintenance on standby generators and UPS systems including associated controls and equipment.
D 4.5	Building Electrical Services	Includes but not limited to electrical installations, cabling and switchboards including maintenance and testing on hard wired appliances, electric heaters, television aerial installations, energy management and building management systems.
D 4.6	Earth Bonding Systems and Conductors	Includes but not limited to earth bonding systems, lightning arrestors, conductive flooring systems, aircraft static earthing points and bonding leads.
D 4.7	Airfield Lighting and Power Supply Systems	Includes but not limited to approach lights, hazard lights, runway, taxiway, T-VASI and PAPI lights, control and support systems along with associated power and control cabling, transformers, transformer stations, regulators, relay and switch cabinets and secondary power supply equipment.
D 4.8	60Hz Electrical Reticulation	Includes but not limited to rotary converters, transformers, supplementary diesel generator, diesel storage tank and ship/shore supply boxes.
D 5.1	Water Supply Systems and Treatment Plant	Includes but not limited to secure water bores, wells, water storage tanks, reservoirs, water treatment and dosing plant, pumps, aerators, water reticulation system and all associated controls and equipment.
D 5.2	Wastewater Drainage Systems and Treatment Plant	Includes but not limited to manholes, gully traps, sumps, drain lines, foul water pipes, septic holding tanks, pump installations, and any other components that contribute to the flow, discharge, storage and treatment of sewage and trade waste water.
D 5.3	Tradewaste Drainage Systems and Treatment Plant	Includes but not limited to vehicle and aircraft wash down facilities, dry dock, fuel runoff containment areas and industrial waste drainage networks, along with all waste reticulation pipework, pumps, effluent holding tanks, traps, filters and associated plant and equipment.
D 5.4	Stormwater Drainage Systems	Includes but not limited to manholes, gully traps, drain lines, soak pits, holding tanks, pump installations, and any other components that contribute to the flow, storage and discharge of stormwater.
D 5.5	Building Plumbing Services	Includes but not limited to plumbing installations, hot and cold water piping, solar water heating systems, sanitary fixtures, tapware, valves, hot water cylinders, plumbed in appliances and cold water storage tanks.
D 5.6	Roof Drainage Systems	Includes but not limited to all roofs, valleys, gutters, spouting, down-pipes, overflows, rainwater heads and any other component that contributes to the flow and discharge of stormwater from a building or structure.
D 5.7	Gas Reticulation and Heating Systems	Includes but not limited to all NZDF owned gas main reticulations including valves, meters, gas fired heating systems, gas fired hot water units, gas storage cylinders,

Serial	Outcomes	Definition
		gas appliances and signage.
D 5.8	Swimming Pool Maintenance and Management	Includes but not limited to the management and maintenance of swimming pool facilities and all associated water quality treatment, monitoring and control systems.
D 6.1	Fire Mains & Hydrants	Includes but not limited to dedicated fire mains, fire fighting water storage structures, fire hydrants and associated pumps, valves, location markers and signage.
D 6.2	Building Fire Detection and Alarm Systems	Includes but not limited to smoke and heat detectors, manual call points, alarm indicator panels, sirens, VESDA systems, and all associated cabling and signage.
D 6.3	Building Fire Suppression Systems	Includes but not limited to riser mains, fire fighting water storage header tanks, automatic sprinkler systems, booster pumps, valves, fire blankets, fire dampers and all associated reticulated pipework and signage.
D 6.4	Aircraft Hangar Fire Protection Systems	Including but not limited to foam deluge systems, foam hose systems, fire sprinkler systems, pumps, valves, and all associated reticulation, control equipment and signage.
D 6.5	Hand Held Fire Fighting Equipment	Includes but not limited to the testing, charging and replacement of hand held fire extinguishers, fire hose reels and associated signage.
D 7.1	Security Systems	Includes but not limited to all intruder detection systems, controlled access systems, CCTV, alarm monitoring and all associated controls, operating software and equipment.
D 7.2	Security Fences and Gates	Includes but not limited to all barrier arms, secure compounds, security fences, perimeter fences, electric fences, gates, crash gates, bollards and associated signage.
D 8.1	Waste Management	Includes but not limited to the collection, sorting and disposal of all recyclable material, waste to landfill, hazardous waste, medical waste, classified material waste, food waste, contents of ashtrays and female sanitary waste, and including supply of all waste collection bins, recycling bins and swill containers.
D 8.2	Closed Landfill Site Management	Includes but not limited to the management of closed landfills in accordance with approved management plans.
D 8.3	Open Landfill Site Management	Includes but not limited to the management of open landfills in accordance with approved management plans.
D 9.1	Cleaning Services	Includes but not limited to the provision of all labours, materials, equipment and consumables as required for the cleaning of Designated Facilities.
D 9.2	Hygiene and Sanitary Services	Includes but not limited to the provision of hygiene and sanitary services fixtures and consumables including soap, toilet paper, paper towels, room deodorisers, sanitary disposal bins, hand driers, toilet brushes and any associated dispensers and holders.
D 10.1	Building Compliance Management	Includes but not limited to ensuring compliance of all Designated Facilities with the requirements of the Building Act.
D 10.2	Environmental Compliance Management	Includes but not limited to ensuring compliance of the NZDF Estate with the requirements of the Resource Management Act.
D 10.3	Asbestos Monitoring	Includes but not limited to the identification, testing and

Serial	<u>Outcomes</u>	Definition
		reporting of all forms of asbestos, or products with an asbestos content.
D 10.4	Asset Management	Includes but not limited to the assessment of Assets and the subsequent implementation of plans and approaches that ensures Assets are maintained to their optimum levels and efficiencies while maximising their life cycle in a cost effective manner.
D 10.5	Data Management	Includes but not limited to the implementation of processes that records all forms of data and information relating to Assets and the performance of the Contract which in turn provides routine reporting, feedback and data integration with NZDF systems.
D 10.6	Customer Client Services	Includes but not limited to the provision of a service centre point of contact for customers of the Designated Facilities to register Service requests and to receive informed feedback.
D 10.7	Project Management	Includes but not limited to the provision of design and delivery services for projects of a variable nature, including architectural, structural, geotechnical, mechanical and environmental design services, along with cost and project management services.
D 10.8	Scheduled Maintenance	Includes but not limited to the management of the Scheduled Maintenance Plan that ensures Assets remain in a state of compliance and operational readiness, including all routine inspections, testing, maintenance, minor repairs, consumables and replacement parts that can be predicted to be replaced through the life cycle of the Assets. The actual carrying out of planned maintenance activities is included in the applicable Asset Related Outcomes.
D 10.9	Unscheduled Maintenance	Includes but not limited to the carrying out of unplanned maintenance activities to return Assets to a state of compliance and operational readiness as a result of accidental damage, vandalism, adverse weather conditions, acts of nature and unexpected failure.
D 10.10	Contract Administration	Includes but not limited to all Contract administration and management duties, resources and responsibilities at both operational and corporate levels, including all insurances, bond, office equipment, staff costs, leasing costs, safety processes, security clearances, business plans, performance monitoring, legislative compliance, corporate social responsibilities and reporting.
Miscellaneous		Definition
D 11	Internal Fittings and Furnishings	Includes but not limited to all notice boards, white boards, fitted built-in furniture/fixtures, wall furnishings, clocks, murals, blinds and curtains, however it excludes all loose furniture, freestanding desks, chairs, cabinets and shelves.
D 12	Common Areas	Common areas are all areas within barrack accommodation where the residents have free and unimpeded access. Includes but not limited to common rooms, lounges, foyers, tea making facilities, ironing rooms and any other such areas, excluding plant and service rooms.
D 13	Service Requests	Requests from customers for technical support, quotes, estimates, repairs and maintenance, including requests for work to be undertaken that is not of a repair nature, or is beyond the scope of the Contract.

Serial	Outcomes	Definition
D 14	Check	To carefully and critically scrutinise and verify (without dismantling and by using the senses of sight, sound, smell, and touch) the condition and operation of an Asset (in its operational state where possible) including wear, damage, deterioration and the need for adjustment and where necessary refer for consequent repair or maintenance activity. Also included, where specified, minor cleaning, lamp replacements, lubrication, replenishments, replacements of consumable materials and advice/reporting to a specified party.
D 15	Inspect	The detailed checking and/or testing of an Asset by an appropriately qualified or experienced person(s) and the reporting of the type, timing, extent and likely cost of any major repairs or modifications that may be essential. Also included, where specified, are the completion of any check sheets/log books, minor adjustments, minor cleaning, lamp replacements, lubrication, replenishments, replacements of consumable materials and advice/reporting to a specified party.
D 16	Test	The use of appropriate testing instruments and/or measures as required together with such dismantling as may be necessary to prove that the Asset (in its operational state where possible) is functioning correctly.
D 17	Maintain	The inspection of an Asset, the reporting of any defects, and the application of a routine, treatments and/or adjustments (recommended by the manufacturer and required by the contract that are designed to maximise the durability and life of a Asset within the manufacturers specified range of operation) that will continue to make its operation/appearance acceptable without fixing or replacing any of its components.
D 18	Repair	The remedying of the defects of an Asset (or the replacement of an Asset) in any year such that a further repair of the defects is unlikely within 12 months.
D 19	Minor New Work	Is a service that is to be provided by the Supplier on request from the NZDF that is not covered in the contract price. It includes work generally of a minor maintenance or discretionary nature to ensure a facility is in a fit condition for occupation. Examples are minor office alterations, additional hot points, a new fire hose reel, hanging a whiteboard or constructing a deck.

ANNEX B – GROUP 10 OUTCOME STATEMENTS

INDEX

10. Administration

- 10.1 Building Compliance Management
- 10.2 Environmental Compliance Management
- 10.3 Asbestos Monitoring
- 10.4 Asset Management
- 10.5 Data Management
- 10.6 Customer Client Services
- 10.7 Project Management
- 10.8 Scheduled Maintenance
- 10.9 Unscheduled Maintenance
- 10.10 Contract Administration

10.1 Building Compliance Management**Outcome Statement:**

Building Compliance Management includes but not limited to ensuring compliance of all Designated Facilities with the requirements of the Building Code.

Required Outcomes are:

- All Designated Facilities are Inspected for compliance and maintained in accordance with the requirements of the New Zealand Building Code, manufacturer's recommendations and best industry practice.
- All Designated Facilities perform to their designed function in a safe, reliable, functional and compliant manner.
- All appropriate compliance inspections of the Designated Facilities are undertaken, records maintained and audits conducted.

Locations:

- Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City
- Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi
- Whenuapai, Hobsonville, Kaipara

Maps:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38

Relevant Policies, Standards and Plans:**New Zealand Legislation:**

New Zealand Building Act 2004
 New Zealand Building Regulations 1992 (incl. Bldg Code in 1st Schedule)
 Resource Management Act 1991
 Hazardous Substances (classification) Regulations 2001
 Hazardous Substances and New Organisms Act 2004
 Hazardous Substances Regulations 2001
 Health and Safety in Employment Act 1992
 New Zealand Historic Places Act 1992
 Disabled Persons Community Welfare Act 1975
 Fire Services Act 1975
 Fire Safety and Evacuation of Building Regulations 2006

New Zealand Standards and Codes of Practice:

AS/NZS 1735:2002 Lifts, Escalators and Moving Walkways
 AS/NZS 1768:2007 Lightning Protection
 NZS 4541:2007 Automatic Fire Sprinkler Systems
 NZS 4121:2001 Design for Access and Mobility: Buildings and Associated Facilities NZS 4503: 1993
 AS/NZS 4504:1998 Domestic Garage Doors – Method of Test
 NZS 4510:2008 Fire Hydrant Systems for Buildings
 NZS 4510:2008 Fire Hydrant Systems for Buildings
 NZS 4512:2010 Fire Detection and Alarm Systems in Buildings
 NZS 4541:2007 Automatic Fire Sprinkler Systems
 NZS 5807:1980 Code of practice Industry Identification by Colour, Wording or Other Coding
 NZS 60598.2.22:2005 Luminaires – Luminaires for Emergency Lighting
 AS/NZS 60079.17:2009 Explosive Atmospheres – Electrical Installations Inspection and Maintenance
 AS/NZS 3010:2005 Electrical Installations
 AS/NZS 3000:2007 Electrical Installations (Known as the Aust/NZ Wiring Rules)
 Department of Labour Approved Codes of Practice

NZDF Standard Specifications:

SS 45 Building Compliance
 SS45.1 Independent Qualified Person (IQP)
 SS 51 Reporting Standards
 SS 52 Service Requests
 SS 53 Supplier Personnel Standards
 SS 54 Routine Consumables and Materials
 SS 55 Response Times
 SS 55.1 Additional Work Requests
 SS55.2 Defect Repairs

NZDF Definitions

Definitions are in Annex A to this Statement of Requirement.

Performance Measurement:

- All Designated Facilities are inspected in accordance with the New Zealand Building Code and achieve the required level of compliance.
- DSS Facilities Management (FM) is promptly notified of any defects or items of non-compliance, which are outside the scope of the Operational Maintenance Model and cannot be immediately repaired.
- Audits result in evidence that due diligence and compliance has been achieved.
- A Building Warrant of Fitness is issued annually for each site/building on or before the due date and in accordance with approved Designation Conditions and compliance schedules for the specified systems therein.
- All emergency systems operate correctly in the event of system failure or other emergency situation and are otherwise compliant at all times.
- Written reports, maintenance plans and system surveys are submitted to DSS FM on time.
- Leased premises are monitored to ensure that NZDF activities do not compromise Land Lord responsibilities.

Work By Others:

Leased premises are generally the responsibility of the respective landlord.

10.2 Environmental Compliance Management

Outcome Statement:

Environmental Compliance Management includes but not limited to ensuring compliance of the NZDF Estate with the requirements of the Resource Management Act.

Required Outcomes are:

- All Assets and Facilities operate in compliance with the Resource Management Act and the explicit and implicit conditions of Designations, Resource or other Legislative Consents (including monitoring) to the satisfaction of NZDF and the Consenting Authority. All work is conducted in compliance with relevant standards, legislation and other documents.
- All features of the regional FM contract hold a current consent under the Resource Management Act where that is required. Where consents may be required the Supplier is to immediately inform DSS FM and DSS Environmental Services (ES).
- Management and monitoring of Resource Consents and permits is undertaken using CS-VUE web based application.
- Provision of Resource Consent monitoring reports (as required by Councils) to DSS ES.
- All features of the regional FM contract are maintained and repaired to comply with the conditions of all current resource consents and trade waste permits applying to them. This includes site specific Stormwater Management Plans, Air Quality Management Plans, Standard Operating Procedures and Operational and Maintenance Manuals where applicable. Maintenance records will be submitted to DSS FM quarterly.
- Develop and implement an Environmental Management Plan covering all aspects of the regional FM contract, including project work, and submit to DSS FM and ES within 6 months of the contract being awarded for inclusion in the site FM Operating Manual. The Environmental Management Plan will facilitate compliance with the Resource Management Act, District and Regional Plans, resource consents and industry best practice.
- Compliance with the Environmental Management Plan will be reviewed six-monthly. Timeframes for completion of corrective actions resulting from audits to be agreed with DSS ES.
- All environmental incidents are reported to FM and ES and corrective actions implemented.

Locations:

- Papakura, Ardmore, Arch Hill
- Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island
- Whenuapai, Hobsonville

Maps:

1, 2, 3, 4, 5, 6, 7, 8, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37

Relevant Standards and Documents:

New Zealand Legislation:

Resource Management Act 1991 and related Regulations.

Biosecurity Act 1993

Historic Places Act 1992

Hazardous Substances (classification) Regulations 2001

Hazardous Substances and New Organisms Act 2004

Hazardous Substances Regulations 2001

Hazardous Substances (classification) Regulations 2001

Health and Safety in Employment Act 1992

New Zealand Standards and Codes of Practice:

Department of Labour Approved Codes of Practice.

District and Regional Plans (including Designation Conditions).

Regional Pest Management Strategy.

National Policy Statements and National Environmental Standards.

NZDF Plans and Policies:

Various NZDF Airfield and Range Management Plans.

NZDF CS-VUE procedure for maintenance of Resource Consents.

Defence Estate Management Manual (DEMM).

NZDF Standard Specifications:

SS 46 Environmental Management and Resource Consents

NZDF Definitions

Definitions are in Annex A to this Statement of Requirement.

Performance Measurement:

- No infringement notifications received. If non-compliance due to non-performance in relation to consent conditions results in infringement action by the regulatory authority then the Supplier will be responsible for any associated remedial actions or cost including infringement penalties.
- Maintenance records for all site specific management plans have been provided quarterly to DSS ES.
- CS-VUE data entry and compliance reporting is kept up to date and confirms overall compliance with current consents.
- No incidents of non-compliance in regards to the approved Environmental Management Plan have been reported.

Work By Others:
• The initial identification, development, application, establishment and uploading to CS-VUE of any environmental resource compliance activity is undertaken by DSS ES. • DSS ES will prepare the annual Environmental Report for the Whenuapai Industrial Trade Process Consent.

10.3 Asbestos Monitoring
Outcome Statement:
Asbestos Monitoring includes but not limited to the identification, testing and reporting of all forms of asbestos, or products with an asbestos content.
Required Outcomes are: • The Designated Facilities are inspected annually for all the asbestos registered in accordance with the HSE Asbestos Regulations. • The Asbestos Register is maintained regularly with all occurrences of asbestos being identified, tested, reported and recorded.
Locations:
▪ Papakura, Ardmore, Arch Hill, Tauranga, ▪ Devonport, Narrow Neck, Kauri Point, Whangaparaoa ▪ Whenuapai, Hobsonville, Kaipara
Maps:
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36,
Relevant Policies, Standards and Plans:
New Zealand Legislation: New Zealand Building Act 2004 New Zealand Building Regulations 1992 (incl. Bldg Code in 1 st Sched) Resource Management Act 1991 Hazardous Substances (classification) Regulations 2001 Hazardous Substances and New Organisms Act 2004 Hazardous Substances Regulations 2001 Health and Safety in Employment Act 1992 Historic Places Act 1992 New Zealand Standards and Codes of Practice: Department of Labour Approved Codes of Practice NZDF Standard Specifications: SS 41 Waste Management SS 50 Asbestos SS 51 Reporting Standards SS 52 Service Requests SS 53 Service Personnel Standards SS 54 Routine consumables and materials SS 55 Response Times SS 55.1 Additional Work Requests SS 55.2 Defect Repairs NZDF Definitions Definitions are in Annex A to this Statement of Requirement.
Performance Measurement:
• All asbestos is identified and tested and recorded in an Asbestos Register. • Annual update of the Asbestos Register is provided to DSS FM. • DSS FM is promptly notified of any asbestos not previously identified and recorded.
Work By Others:
DSS maintains a central Asbestos Register in the NZDF intranet that is accessible to all NZDF staff.

10.4 Asset Management

Outcome Statement:

Asset Management includes but not limited to the assessment of Assets and the subsequent implementation of plans and approaches that ensures Assets are maintained to their optimum levels and efficiencies while maximising their life cycle in a cost effective manner.

Required Outcomes are:

- The provision of comprehensive Asset maintenance management processes and systems to achieve the required level of detail on Assets to enable NZDF to provide strategic level advice on Assets and to undertake long term Asset / Infrastructure development planning.
- The provision of Asset maintenance management plans and advice to ensure that individual Assets / Sub Assets / Plant and Equipment are maintained and operated to their optimum levels to maximise their life cycle.
- Provide a 5 year Planned Maintenance Plan on Assets to enable NZDF to forecast through life expenditure on Assets.
- To provide advice to reduce the occurrence of Unscheduled Maintenance.
- To proactively work with NZDF to develop solutions for through life management of Assets / Sub Assets / Plant and Equipment.
- Provision of ongoing advice on condition of Assets to sub Asset level.
- To undertake condition assessments on Assets and infrastructure when required by NZDF.

Locations:

- Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City
- Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi
- Whenuapai, Hobsonville, Kaipara

Maps:

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Relevant Policies, Standards and Plans:

New Zealand Legislation:

Resource Management Act 1991.
The Building Act 2004.
Health and Safety in Employment Act 1992.
Historic Places Act 1992.

New Zealand Standards and Guidelines:

International Infrastructure Management Manual (IIMM).

NZDF Plans and Policies:

Defence Force Order 32 – Facilities and Property Management
Defence Force Order 23 - Sustainability Policy.
Defence Force Order 8/2009 – Defence Real Estate
NZDF Asset Management Plan.
NZDF Operational Maintenance Model.
NZDF Infrastructure Development Plans.
Defence Estate Management Manual.

NZDF Standard Specifications:

SS 42 Building Compliance
SS 43 Resource Consents
SS 51 Reporting Standards
SS 52 Service Requests
SS 53 Service Personnel Standards
SS 54 Routine consumables and materials
SS 55 Response Times
SS 55.1 Additional Work Requests
SS 55.2 Defect Repairs

NZDF Definitions

Definitions are in Annex A to this Statement of Requirement.

Performance Measurement:
Performance measurement will be determined empirically by the Regional Manager's interpretation for the effective and timely provision of information with regards to: • Ongoing provision of Asset Management advice. • Provision of a continuously updated prioritised proposed minimum 5 year planned maintenance plan based upon Asset and sub Asset condition assessment. • Strategic advice provided on condition of Assets / Sub Assets / Plant and Equipment. • Advice provided to reduce the occurrence of Unscheduled Maintenance. • Proactive in identifying areas for improvement in service delivery and Asset maintenance. • Effective input and advice into the production of the Planned Maintenance Programme (PMP).
Work By Others:
▪ Condition Appraisals on Assets. ▪ Condition Surveys on Underground Utilities. ▪ Environmental Assessments.

10.5 Data Management
Outcome Statement:
Data Management includes but not limited to the implementation of processes that records all forms of data and information relating to Assets and the performance of the contract which in turn provides routine reporting, feedback and data integration with NZDF systems. Required Outcomes are: • Management of all data records that are required to be maintained in the delivery of the Services or created in the management of the Assets. • Provision of data for all Unscheduled Maintenance activity in a format that allows automatic upload into NZDF database systems. This may in time also extend to include Scheduled Maintenance activity. • Plans, operating and maintenance manuals, records of Assets, financial data, audit reports, inspections, services provided, and 'as-built' drawings are maintained and current. • Data and information in all its forms is provided in appropriate and compatible formats for viewing, retrieval and transfer to NZDF systems. Data systems must be resilient to the effects of business interruption and natural hazards. • Access to the Supplier's management systems to enable real-time viewing of all maintenance activity.
Locations:
• Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City • Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi • Whenuapai, Hobsonville, Kaipara
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1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38
Relevant Policies, Standards and Plans:
New Zealand Legislation: Applicable New Zealand and International law relating to the collection and analysis of environmental data. New Zealand Standards: NZS 5902 Part 5:1981 Building Drawing Practice. ISO 9001: Quality Management NZDF Plans and Policies: NZDF CS-VUE procedure for maintenance of Resource Consents. DFO 52 - Materiel Management DFO 32 – Facilities and Property Management DFO 51 – Defence Security Defence Estate Management Manual (DEMM). NZDF Standard Specifications: SS 51 Reporting Standards SS 52 Service Requests SS 53 Service Personnel Standards SS 55 Response Times SS 55.1 Additional Work Requests SS 55.2 Defect Repairs NZDF Definitions Definitions are in Annex A to this Statement of Requirement.
Performance Measurement:
• Monthly updates and transfer of all Schedule / Unscheduled Maintenance and Minor New Work activity to NZDF systems. • All plans, operating manuals, records, financial data, reports, inspections and <i>as-builts</i> are up to date and provided within agreed timelines. • Successful and accurate transfer of all required data to NZDF systems.
Work By Others:

10.6 Customer Client Services
Outcome Statement:
Customer Client Services includes but not limited to the provision of a service centre point of contact for customers of the Designated Facilities to register service requests and to receive informed feedback.
Required Outcomes are: • A service centre point of contact whereby service requests are met on a 24 hours per day seven days per week basis that will take ownership and keep the customer fully informed. • All service requests to rectify failure, faults or problems are responded to within the specified Response Times. • A full audit trail is provided of each service request detailing the response time and/or action taken.
Locations:
• Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City • Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi • Whenuapai, Hobsonville, Kaipara
Maps:
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Relevant Policies, Standards and Plans:
NZDF Plans and Policies: Defence Force Order 51 – Defence Security. NZDF Standard Specifications: SS 51 Reporting Standards SS 52 Service Requests SS 53 Service Personnel Standards SS 55 Response Times SS 55.1 Additional Work Requests SS 55.2 Defect Repairs NZDF Definitions Definitions are in Annex A to this Statement of Requirement.
Performance Measurement:
▪ At all times service requests to rectify failure, faults or problems is provided within the specified Response Times. ▪ A high level of customer satisfaction is gained by the customer following the submission of a service request.
Work By Others:
DSS provide standard customer surveys for use by the Supplier for national benchmarking purposes.

10.7 Project Management
Outcome Statement:
Project Management includes but not limited to the provision of design and delivery services for projects of a variable nature, including architectural, structural, geotechnical, mechanical and environmental design services, along with cost management and project management services. Required Outcomes are: • Provision of design and delivery services for projects of a variable nature. • Provision of advice in infrastructure planning, design and delivery to help ensure a 'whole of life' and maintenance practicality approach to infrastructure projects.
Locations:
• Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City • Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi • Whenuapai, Hobsonville, Kaipara
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Relevant Policies, Standards and Plans:
New Zealand Legislation: The Building Act, The Building Code, and all subsequent amendments. Resource Management Act 1991. Designation Conditions. Health and Safety in Employment Act 1992. Historic Places Act 1992. New Zealand Standards and Codes of Practice: IPENZ Conditions of Contract for Consultancy Services. New Zealand Standard 3910:2003 Conditions of Contract for Building and Civil Engineering Construction. All Design and Construction related New Zealand and AS/NZS standards. All Design and Construction related Legislation and Codes of Practice. Manufacturer's technical recommendations. NZDF Plans and Policies: Defence Force Order 32 – Facilities and Property Management Defence Force Order 52 – Materiel Management NZDF Property Group Standard Works Brief. NZDF Health and Safety Manual. NZDF Standard Specifications: SS 45 Building Compliance SS 45.1 Independent Qualified Person (IQP) SS 51 Reporting Standards SS 52 Service Requests SS 53 Service Personnel Standards SS 54 Routine consumables and materials SS 55.1 Additional Work Requests NZDF Definitions Definitions are in Annex A to this Statement of Requirement.
Performance Measurement:
The optimum design and delivery of any project should demonstrate a balanced outcome across the following measures: ▪ Building and Resource consents are successfully applied for as part of Design/Consultancy Services. Designation Conditions are complied with and Outline Plans of Works are provided where required. ▪ Projects are designed and delivered within budget, within agreed timelines, to the requisite standards of aesthetics, maintainability, safety and end user functionality, as well as complementing the immediate built environment. ▪ Projects comply with all relevant legislation, policies, guidelines and consents. ▪ New project works are completed to cause least disruption to Customers and are safe working environments during delivery and after completion of the works. ▪ At all times the Supplier's staff, subcontractors and agents hold current SiteSafe accreditation, are suitably qualified, experienced and skilled who are equipped with appropriate protective equipment, tools of trade and plant to carry out the work to a higher standard than normally expected by members of their trade. ▪ Waste minimisation, sustainability, energy efficiency and 'whole of life' principles are incorporated. ▪ All handover documentation, as-builts, and records are completed along with updating of Asset Registers.
Work By Others:
• Data and telephone cabling and installations.

10.8 Scheduled Maintenance
Outcome Statement:
Scheduled Maintenance includes but is not limited to the management of planned maintenance that ensure Assets remain in a state of compliance and operational readiness, including all routine inspections, testing, maintenance, consumables and replacement parts that can be predicted to be replaced through the life cycle of the Assets. The actual carrying out of scheduled maintenance activities is included in the applicable Asset Related Outcomes. Required outcomes are: • The Supplier completes and maintains a planned approach to pre-emptive Scheduled Maintenance through the development of an Operating Manual to ensure that all elements within the Designated Facilities are constantly compliant and in a state of readiness for use. • The carrying out and provision of all routine inspections, testing, maintenance, consumables, and replacement parts that can be predicted to be replaced through the lifecycle of the Asset. • The provision of monthly updates on progress against the Scheduled Maintenance Plan. • To implement processes whereby the volume of reactive Unscheduled Maintenance work is reduced in favour of pre-emptive Scheduled Maintenance work.
Locations:
• Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City • Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi • Whenuapai, Hobsonville, Kaipara
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Relevant Policies, Standards and Plans:
New Zealand Legislation: The Building Act 2004. Resource Management Act 1991. Health and Safety in Employment Act 1992. Historic Places Act 1992. New Zealand Standards and Guidelines: International Infrastructure Management Manual (IIMM). NZDF Plans and Policies: Defence Force Order 32 – Facilities and Property Management. Defence Force Order 23 – Sustainability Policy. Defence Estate Management Manual (DEMM). NZDF Asset Management Plan. NZDF Infrastructure Development Plans. NZDF Operational Maintenance Model. NZDF Standard Specifications: SS 41 Waste Management SS 45 Building Compliance SS 45.1 Independent Qualified Person (IQP) SS 50 Asbestos SS 51 Reporting Standards SS 52 Service Requests SS 53 Service Personnel Standards SS 54 Routine consumables and materials SS 55 Response Times SS 55.1 Additional Work Requests SS 55.2 Defect Repairs NZDF Definitions Definitions are in Annex A to this Statement of Requirement.
Performance Measurement:
▪ Scheduled Maintenance is completed to cause least disruption to Customers. ▪ At all times the Designated Facilities are compliant and in a state of operational readiness. ▪ At all times the Operating Manual is current and all scheduled maintenance is up to date.
Work By Others:

10.9 Unscheduled Maintenance
Outcome Statement:
Unscheduled Maintenance includes but not limited to the carrying out of unplanned maintenance activities to return Assets to a state of compliance and operational readiness as a result of accidental damage, vandalism, adverse weather conditions, acts of nature and unexpected failure. Required Outcomes are: • All Unscheduled Maintenance is performed to return the Designated Facilities to a state of compliance and operational readiness. • The provision of monthly updates on performance against Unscheduled Maintenance for Work under \$1,000. • To implement processes whereby the volume of reactive Unscheduled Maintenance work is reduced in favour of pre-emptive Scheduled Maintenance work.
Locations:
• Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City • Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi • Whenuapai, Hobsonville, Kaipara
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Relevant Policies, Standards and Plans:
New Zealand Legislation: The Building Act and 2004. Health and Safety in Employment Act 1992. Historic Places Act 1992. Resource Management Act 1991. New Zealand Standards and Codes of Practice: All related Manufacturers specifications and maintenance recommendations. International Infrastructure Management Manual (IIMM). NZDF Plans and Policies: Defence Force Order 32 – Facilities and Property Management Defence Force Order 52 – Materiel Management NZDF Standard Specifications: SS 41 Waste Management SS 45 Building Compliance SS 45.1 Independent Qualified Person (IQP) SS 50 Asbestos SS 51 Reporting Standards SS 52 Service Requests SS 53 Service Personnel Standards SS 54 Routine consumables and materials SS 55 Response Times SS 55.1 Additional Work Requests SS 55.2 Defect Repairs NZDF Definitions Definitions are in Annex A to this Statement of Requirement.
Performance Measurement:
▪ Unscheduled Maintenance is completed to cause least disruption to Customers. ▪ The Designated Facilities are returned to a state of compliance and operational readiness within agreed response times.
Work By Others:

10.10 Contract Administration**Outcome Statement:**

Contract Administration includes but not limited to all contract administration and management duties, resources and responsibilities at both operational and corporate levels, including all insurances, bond, office equipment, staff costs, leasing costs, safety processes, security clearances, business plans, performance monitoring, legislative compliance, corporate social responsibilities and reporting.

Required Outcomes are:

- Appropriate management structures and resources are in place to ensure the success of the contract.
- Appropriate processes, policies, guidelines, plans and systems are in place to ensure the effective administration and management of the contract.
- To undertake regular dialogue, meetings and reporting with all parties to the contract to ensure the effective and appropriate progress and performance of the contract.
- To ensure all staff, subcontractors and other representatives of the Supplier have the required security and site safety qualifications and clearances to enable access to or to undertake works at the Designated Facilities.
- To ensure that all contractual and legal compliance requirements are in place to provide for the safe and proper running of the contract.
- To create a culture of safety, continuous improvement, innovation and added value in all aspects of the running of the contract.
- The provision of timely and accurate invoicing along with a 'work in progress' list.
- To ensure that staff are receiving appropriate training.

Locations:

- Papakura, Ardmore, Arch Hill, Tauranga, Rotorua, Te Rapa, Hamilton, Hamilton VANZ, Whangarei, Manukau, Auckland City
- Devonport, Narrow Neck, Kauri Point, Torpedo Bay, Whangaparaoa, Great Barrier Island, Mt Maunganui, Waitangi
- Whenuapai, Hobsonville, Kaipara

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Relevant Policies, Standards and Plans:**New Zealand Legislation:**

Employment Relations Act 2000.

Health and Safety In Employment Act 1992.

New Zealand Standards and Codes of Practice:

Department of Labour Approved Codes of Practice.

ISO 9001: Quality Management.

NZDF Plans and Policies:

DFO 51 - Defence Security.

Defence Estate Management Manual (DEMM).

NZDF Health and Safety Manual.

NZDF Asset Management Plan.

NZDF Definitions

Definitions are in Annex A to this Statement of Requirement.

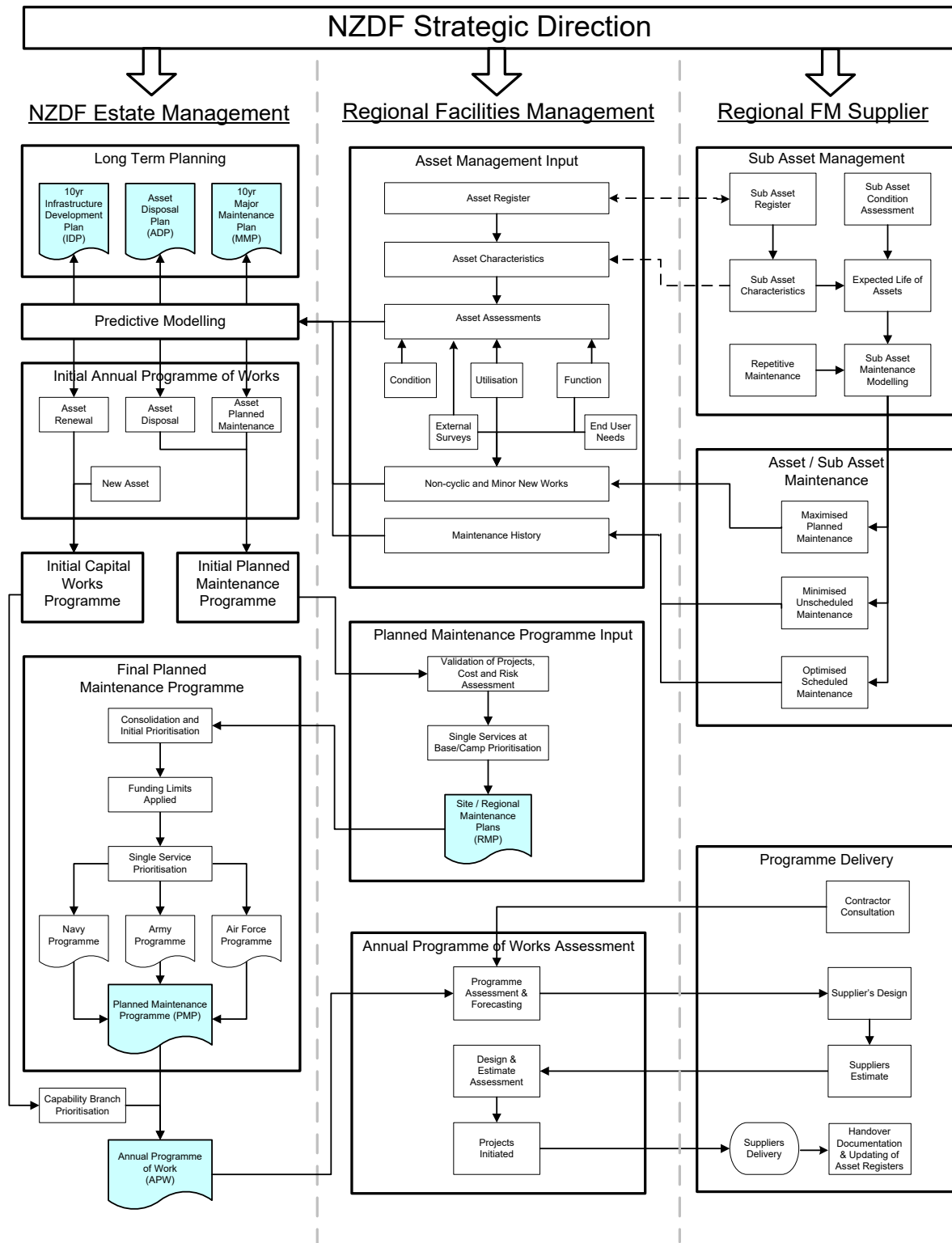
Performance Measurement:

- All reports are completed and presented within agreed timeframes.
- All business plans, operating plans and manuals are completed, updated and approved within agreed timeframes.
- The principles of the Partnering Charter are being adhered to and the contractual relationship is succeeding.
- The results of the KPI Scorecard enable the rewarding of the Profit at Risk portion of the Supplier's margin on the annual fixed fee.
- The delivery of services at the Designated Facilities has been undertaken in a safe and proper manner with the minimum of inconvenience and disruption to the end users.
- All required inspections, compliance auditing and customer satisfaction surveys have been undertaken.
- High levels of customer satisfaction.
- No serious incidents reported of security non-compliance or site safety failure.
- No incidents reported of contractual or legal non-compliance.
- All variation pricing and invoicing is provided in a timely and accurate manner.

Work By Others:

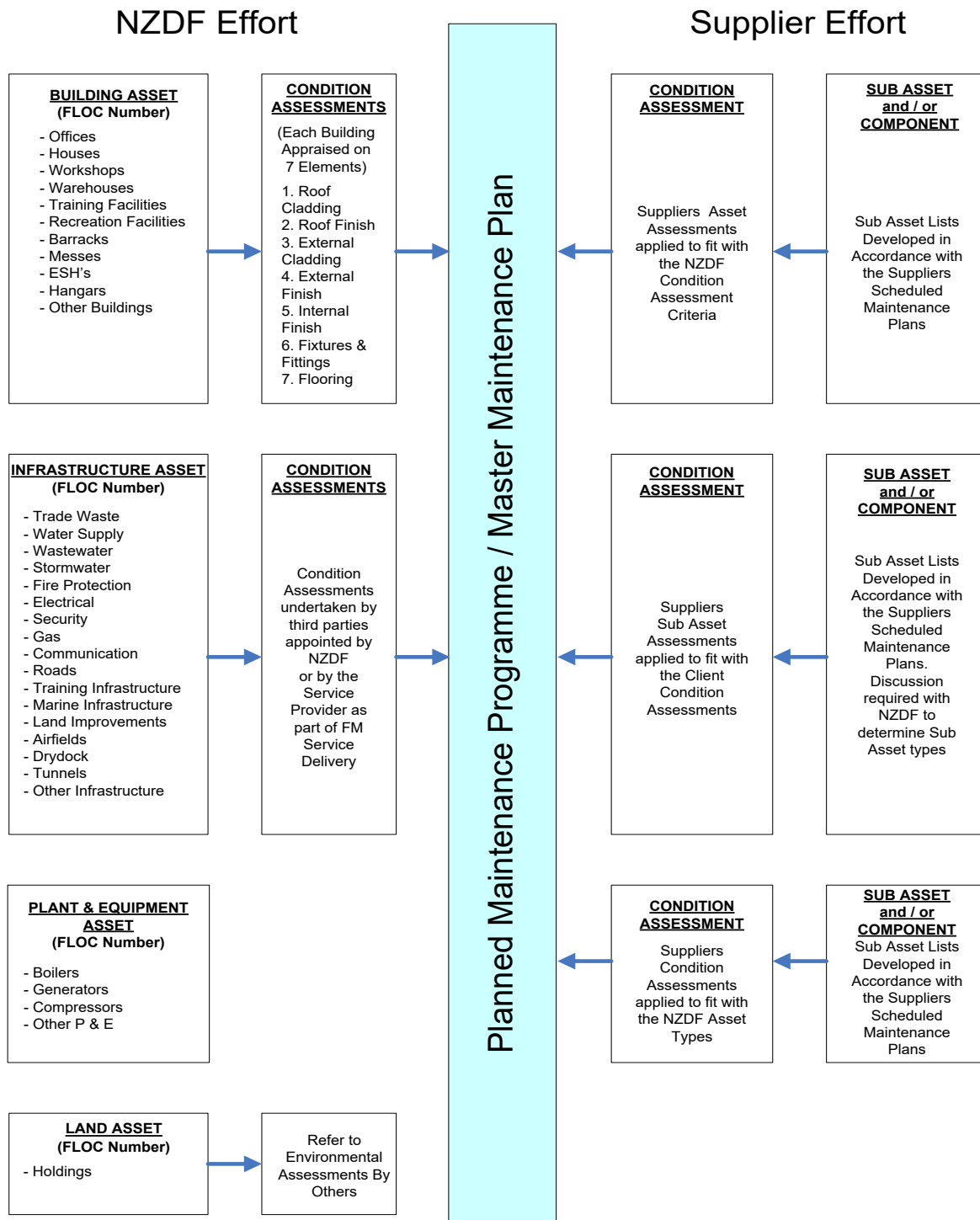
ANNEX C – ASSET MANAGEMENT PROCESS

Asset Management Process



ANNEX D – ASSET – SUB ASSET DEVELOPMENT CHART

Asset-Sub Asset Development Chart



ATTACHMENT FOUR – STATEMENT OF REQUIREMENT



HER MAJESTY THE QUEEN

**NEW ZEALAND DEFENCE FORCE
TE OPE KĀTUA O AOTEAROA**

REQUEST FOR PROPOSAL

STAGE TWO

FM 2077

**FOR THE PROVISION OF

FACILITIES MAINTENANCE AND MANAGEMENT SERVICES

TO

NEW ZEALAND DEFENCE FORCE'S

NORTHERN REGION**

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STATEMENT OF REQUIREMENT

OVERVIEW

1 Interpretation

- 1.1 Definitions are in Attachment Five Draft Conditions of Contract. Specific definitions that apply only to this SoR, unless the context otherwise requires, means and/or requires the following actions. Additional definitions relevant to the Outcomes are in **Annex A** to this SoR.

FLOC means Facilities Location Identifier. FLOCs are used in NZDF's Asset Management database as the unique identification for each fixed asset.

Supplier means action or information to be provided by the successful Tenderer once the Contract has been awarded.

Tenderer means action or information to be provided at the time of tender.

2 Background

- 2.1 This SoR details the requirements for the provision of Facilities Maintenance and Management (FM) Services to New Zealand Defence Force's (NZDF) Northern Region which encompasses Whenuapai Air Force Base, Devonport Naval Base, Papakura Military Camp and outlying areas.
- 2.2 NZDF are seeking a prime Supplier to maintain and manage the Assets and Facilities of NZDF's Northern Region sites under an outcome performance-based maintenance Contract for a period of five years with one, five year right of renewal. The estimated annual value of the Northern Region Facilities Management contract is \$23 million.
- 2.3 FM Services at NZDF's main sites of Whenuapai Air Force Base and Papakura Military Camp in the Northern Region are currently provided by suppliers under contracts that are due to expire on 31 October 2012. Devonport Naval Base is currently serviced and maintained by a number of standing offers covering all trades. The Devonport Naval Base is being re-tendered along with Whenuapai Air Force Base and Papakura Military Camp in a move to a fully outsourced FM service delivery model for the Northern Region.
- 2.4 Devonport Naval Base will be NZDF's principal site within the Northern Region. Whenuapai Air Force Base and Papakura Military Camp will be secondary sites within the region. However, NZDF expects the Supplier to locate their operations to best serve all main sites within the region.
- 2.5 NZDF has space available at the Whenuapai and Papakura sites for the Supplier's service yards. However there is no space at the Devonport site and the Supplier will need to make their own off-site arrangements for service yards. NZDF will make space available at all main sites for operational level management functions and at the Devonport site for regional level management functions. Any NZDF Facilities leased to the Supplier during the term of the Contract will be at commercial rates and conditions.
- 2.6 Defence housing stocks are currently under review and will remain so for the foreseeable future. All houses have been identified according to zones with maintenance activities performed as follows:

- a. Green zone houses which are found predominantly within base or camp confines will continue to be maintained in accordance with this SoR and the Outcome Statements in **Annex B** and applicable Tenancy Agreements. Green zone houses constitute approximately 30% of all Defence houses within the Northern Region.
 - b. Red and Amber zone houses are subject to possible disposal and therefore maintenance will be limited to reactive works to ensure NZDF's continued compliance and responsibilities in accordance with the Health & Safety in Employment Act and other legislative requirements. Red and Amber zone houses constitute approximately 70% of all Defence houses within the Northern Region.
 - c. All houses regardless of which zone they reside in will still require annual inspection for the purpose of electrical safety compliance, smoke detectors and to reduce the occurrence of Unscheduled Maintenance.
 - d. Whole of Life planned maintenance projects with respect to housing will be performed but these are separate activities carried out under the Additional Work clauses.
- 2.7 Cleaning schedules will not be provided by NZDF as part of this Stage Two RFP documentation. Suppliers will be required to develop cleaning specifications and apply these to their own cleaning schedules, from which the Supplier will then develop an overall cleaning plan for submission to NZDF's Representative for approval. Once approved, this will be incorporated into the Operating Manual. Note that messes, barrack and transit accommodation management and cleaning including common areas, are not included.
- 2.8 A contracting company leases from NZDF a number of workshop buildings and the Dry Dock at the far end of the Devonport Naval Base South Yard. This company contracts to Navy with regards to ship maintenance and other general engineering activities. NZDF are responsible for the maintenance of these Facilities and they are included in the scope of this tender. The contractor is responsible for making good any damage as a result of their activities.

3 NZDF's Objectives

- 3.1 NZDF's objectives are to:
- a. achieve Services of an FM industry-leading standard for the maintenance and management of its Assets and Facilities;
 - b. utilise market expertise and innovation;
 - c. progressively move NZDF's spend on FM service delivery from Unscheduled to Scheduled Maintenance activities;
 - d. ensure that NZDF receives value for money, including minimising NZDF's need to invest in non-core processes; and
 - e. have a cost effective, Partnering arrangement, performed to cause least disruption to NZDF.
 - f. Obtain cost savings through a programme of continuous innovation and improvement .
- 3.2 The overall outcome that NZDF is seeking is that at all times the integrity of the Assets within the Northern Region are operational, compliant and maintained to the current state or achieve a better condition than the current state.

4 Services In Scope

4.1 FM Services required by NZDF include:

- a. Grassed Areas, Grounds and Roads.
- b. Pest Control.
- c. Range Maintenance.
- d. Airfield Maintenance.
- e. Wharves and Dry Dock Maintenance.
- f. Buildings and Specialised Facilities.
- g. Mechanical, Electrical, Plumbing Trades and Utilities.
- h. Swimming Pool Maintenance and Management.
- i. Fire Protection Systems.
- j. Security Systems.
- k. Waste Management.
- l. Working Accommodation Cleaning and Hygiene Services.
- m. Building and Resource Compliance Management.
- n. Asset and Data Management.
- o. Customer Client Services.
- p. Project Management.
- q. Contract Administration.

5 Services Out of Scope

5.1 Services not required by NZDF are:

- a. Alarm Monitoring.
- b. Hospitality, Catering and Bar Services.
- c. Messes, Barrack and Transit Accommodation Management and Cleaning.
- d. Laundry and Dry Cleaning Services.
- e. Security Guard Staffing.
- f. Reprographic and Library Services.
- g. Communications and Data Reticulation/Cabling between buildings.

6 Site Locations and Descriptions

- 6.1 The Northern Region supports approximately 3,400 NZDF Personnel in total, and is spread across a number of locations.
- 6.2 The following map identifies the locations of NZDF sites. The NZDF Northern Region encompasses sites within the Northland, Auckland, Waikato and Bay of Plenty Districts.



6.3 The following tables are an indication of site compositions at the Designated Facilities and not a comprehensive list of all Assets. Services are required in the following locations:

a. Papakura Military Camp and Outlying Sites.

Location	General Site Composition
Papakura Military Camp	The Papakura Military Camp (PMC) is located in south Auckland approximately 28km from central Auckland. The camp is spread over 18ha and supports the 1NZSAS Group and the Auckland Regional Support Centre. Within the camp are 95 buildings dating from 1940's timber clad construction to recently constructed metal clad warehouse and timber clad barrack accommodation structures. Additionally within the camp are 23 mainly metal clad buildings constructed in 2002 within a secure fenced compound. There are 49 houses located externally to the camp.
Ardmore Military Training Area	The Ardmore Military Training Area is an Army satellite training camp constructed in the 1940s and is located approximately 10km from Papakura Military Camp. It includes barrack accommodation for 32 and capability for 100 persons in tents along with five houses, range training facilities small arms ranges and demolition ranges, all within a 680ha fenced area of mainly bush and regenerating scrub. A significant redevelopment of the site commenced in 2009 including extended shooting ranges, a Method of Entry Facility and environmental works. Redevelopment of this site will continue until 2014.
Arch Hill	Auckland Army Centre consisting of two buildings constructed in 1977 and one building constructed in 2009 along with a vehicle storage building moved onto the site in 1997.
Auckland City	Army Recruiters have leased an office located on the 5 th floor of Westpac Tower in central Auckland.
Manukau	Army Recruiters have leased an office in the Manukau Mall.
Tauranga	Army Territorial Force facility occupying an ex-dairy company site consisting of four concrete buildings with timber and concrete floors, timber walls and roof framing clad in galvanised iron. One house located external to the site.
Te Rapa	Army Vehicle Storage facility in leased building, along with associated offices, ablutions and kitchen.
Hamilton	Army Territorial Force facility in two leased buildings along with associated sealed parking.
Hamilton	Veterans Affairs NZ office in a leased floor in a building in the central city.

Location	General Site Composition
Rotorua	Army Territorial Force facility in a leased building along with associated sealed parking.
Whangarei	Army Territorial Force facility in a leased office building. One house located external to the site.

b. Devonport Naval Base and Outlying Sites.

Location	General Site Composition
Devonport Naval Base	Devonport Naval Base is located on the North Shore at the southern end of the Devonport Peninsula and is approx 20km from central Auckland. The Base is split into the North Yard, South Yard and Ngataranga Bay. The North and South Yards are joined by a single lane tunnel. The North Yard has 51 buildings of varying age and construction including warehouses, offices, training schools and various supporting facilities. The South Yard consists of 71 buildings of varying age and construction, along with a Dry Dock, Navy Fuel Installation and wharves. Ngataranga Bay has 11 buildings including the Sea Safety Training Facility and a variety of sports fields. There are a number of Cat A Heritage buildings located in both Yards. All three areas support 1900 personnel and are approx 48ha in size. There are 318 service houses spread across the Devonport peninsula.
Narrowneck	Narrowneck is a 17ha site located on the Devonport Peninsula approx 3km north east of Devonport Naval Base. The 15 buildings include barrack accommodation and an Officer Training School, generally constructed in the 1950's or 1980's. To the rear of the site is a sports field and general grassed landscaped area.
Kauri Point	Kauri Point Naval Armaments Depot is located on the North Shore and is spread over a 73ha fully fenced site. There are 74 buildings scattered over this land of which many are old and disused explosive storehouses. There is a wharf which is used for transferring armaments to and from ships.
Navy Museum Torpedo Bay	The Navy Museum at Torpedo Bay is located at the base of North Head, Devonport. There are six buildings which includes a leased Café, all constructed in 2010.
Whangaparaoa	The Tamaki Leadership Centre is located at the end of the Whangaparaoa Peninsula approx 35km north of central Auckland. The site is 130ha in size and forms part of the Shakespeare Open Sanctuary. There are 13 buildings which include the recently completed galley, classrooms, accommodation blocks, along with three firing ranges and six huts.

Location	General Site Composition
Great Barrier Island	Great Barrier Naval Lab and Acoustic Listening Station is located on Great Barrier Island. The station consists of four buildings including the Caretakers house.
Waitangi	The site consists of a 33m high historical flag pole located within the Waitangi Treaty Grounds.
Mt Maunganui	Naval Reserves HMNZS Ngapona has leased office space in the northern end of Cargo Shed 2 at the Mt Maunganui Wharves near Tauranga.

c. Whenuapai Air Force Base and Outlying Sites.

Area	General Site Composition
Whenuapai Air Force Base	Whenuapai Air Force Base is an operational international airport occupying a 256ha site approx 22km west of central Auckland. The Base has two main runways, interconnected taxiways and hardstand areas. The current manning at Whenuapai Base is around 1200 personnel. The base has 210 buildings include 1930's era concrete hangers, some newer buildings, service housing, barrack and mess accommodation, recreational facilities and a medical and dental unit. There are 59 service houses on base and 96 service houses located off base in Whenuapai village. The Dale Road Transmitter Site is located 2km west of Whenuapai and occupies a 7ha site.
Hobsonville	The Hobsonville site has been transferred to Housing New Zealand ownership and is being developed by a subsidiary company called Hobsonville Land Company. Currently Defence has a small number of units at Hobsonville working out of leased buildings. A number of the existing on base service houses are still occupied by RNZAF personnel. Clark House occupies a 2Ha site on Clark Road. It is a two storey Heritage listed building and is occupied by an Army Medical unit. The Hobsonville off base service housing site is also being developed by Hobsonville Land Company. These houses are being systematically vacated and are being progressively handed over to Hobsonville Land Company.
Kaipara	The Kaipara Air Weapons Range is located in the South Head region of Kaipara Harbour. Site structures include a service house permanently occupied by the Range Warden, a main kitchen and accommodation building, both freestanding and chalet type accommodation buildings and a stand alone ablution block. There is a master quadrant control tower located inside the forestry area used to view the target range. All grasscutting and ground maintenance activities are undertaken by the NZDF Range Warden.

SERVICE DELIVERY

7 Requirement

- 7.1 There are three key aspects to the overall delivery of FM Services. These are:
- a. Asset Related Outcomes – the Services.
 - b. High Level Outcomes – enablers for the Asset Related Outcomes.
 - c. Overarching requirements – company enablers.
- 7.2 Service delivery is based on Outcomes, not on the specification of processes, unless a specific task process is required for operational and/or policy reasons. Having said this, some systems, processes or specialised facility requirements may therefore be described as outputs. Outcomes are further described later in this SoR.
- 7.3 Supporting the delivery of the Outcomes are a series of overarching requirements. These are the corporate or company level enablers in support of service delivery and are described later in this SoR.
- 7.4 The major activities required to complete the Services is the development and implementation of methodologies to ensure the continued operation of the Assets and Facilities which will be expressed within an Operating Manual to facilitate:
- a. Completion of Scheduled Maintenance which includes all routine inspections, testing, maintenance, minor repairs, consumables and replacement of parts that can be predicted to be replaced through the life cycle of the Asset.
 - b. Completion of Unscheduled Maintenance to cover reactive maintenance and repairs to faults and breakages.
 - c. Reporting to NZDF on the operation, completed maintenance, and condition of Assets and Facilities.
 - d. Completion of Additional Works ordered by NZDF under the Contract.

8 NZDF Key Drivers

- 8.1 The key drivers for NZDF in the delivery of FM to Bases and Camps are listed below (in no particular order of priority):
- a. Regionalisation approach in the delivery of FM services to optimise efficiencies and economies of scale.
 - b. Continuity of Defence Outputs with a 24/7 response to emergencies or outages requiring an emphasis on Facilities and/or Assets that ensure business continuity.
 - c. An aging estate coupled with a lack of recapitalisation requires an Asset management approach that maximises the life of type of Assets.
 - d. Sub Asset, plant and equipment maintenance as a planned action utilising current and best practice technologies.
 - e. Supplier systems for Asset maintenance management that integrates with NZDF systems.

- f. Provision of end-user focused Services that takes into account the needs of the NZDF estate.
- g. A culture of safety and continuous improvement.

9 Outcomes

9.1 There are ten groups of Outcomes within the scope of the proposed Contract. Groups 1 to 9 are Asset Related Outcomes while Group 10 are High Level Outcomes and generally apply across the other nine groups of outcomes.

9.2 The Outcomes have been described separately for convenience but they are not independent of each other.

9.3 A summary of Group 1 to 10 Outcomes is as follows:

Group	Group Heading	Description
1	Grounds	All grassed areas, grounds, gardens, roads, pest control, sports fields, training courses, airfield maintenance and range maintenance.
2	Buildings	All buildings, houses and specialised structures including Wharves, Aircraft Hangars, Ammunition Storage Houses, Battle Training Facility, Method of Entry Facility and Sea Safety Training Facility.
3	Mechanical	Boilers, reticulated heating systems, HVAC, air extraction systems, refrigeration, compressed air systems, lifting equipment, industrial doors, generators and fuel management.
4	Electrical	High voltage networks (11,000 & 400 volt), electrical installations (50 & 60 Hz), lighting systems, generators, UPS, earth bonding systems and airfield lighting systems.
5	Plumbing	Water supply, storage and treatment systems, wastewater/tradewaste drainage and treatment systems, stormwater drainage systems, gas reticulation, gas heating and swimming pool maintenance and management.
6	Fire	Fire protection systems including fire mains and hydrants, fire detection and alarm systems, sprinkler systems, aircraft hangar foam fire protection systems and fire extinguisher maintenance.
7	Security	Security systems including access control, intruder detection, closed circuit TV and the maintenance of all fences, gates and barriers.
8	Waste	Management of waste in all its forms including recycling, storage and disposal.

9	Cleaning	Cleaning of all working accommodation Facilities including provision of hygiene services and consumables.
10	Administration	Administration and management of the Contract at a Site/Regional level.

9.4 The following are detailed descriptions of the Group 10 Outcomes (Outcome Statements are in **Annex B** to this SoR):

- a. **Building Compliance Management** – There are approximately 625 buildings plus 841 houses spread across all NZDF sites in the Northern Region. At all times the Designated Facilities are fit for purpose and compliant with regards to the requirements of the Building Act. This will entail all building warrant of fitness inspections and audits of buildings, Facilities and structures by appropriately qualified persons being carried out to ensure compliance with the Building Act. It will also require the reporting on any aspect of a building or structure that does not meet the requirement for a safe, reliable, functional and complaint Facility.
- b. **Environmental Compliance Management** – The NZDF Estate is required to operate in compliance with the Resource Management Act. Currently there are 46 resource consents and four environmental management plans across sites in the Northern Region. All resource consents and permits are to be regularly monitored, audited and reported on by the Supplier using the CS-VUE web based resource monitoring tool to provide NZDF with assurance that they are current and are being operated in a compliant manner. The Supplier is to also assist with the development and implementation of management plans where required.
- c. **Asbestos Monitoring** – NZDF has an aging estate with asbestos in its various forms being present in approximately 10% of all Designated Facilities. The identification, testing and reporting on all forms of asbestos within the Designated Facilities is to be provided by the Supplier in accordance with required legislation and the NZDF Asbestos Register.
- d. **Asset Management** – NZDF requires high levels of advice on Asset maintenance and management issues to ensure that Assets and sub Assets are maintained and operated to their optimum levels. This will entail a multi faceted and close working relationship with NZDF in the development and implementation of Asset management processes utilising software tools that provide the required levels of data input, Asset condition modelling and reporting. Refer to **Annex C** Asset Management Process and **Annex D** Asset Development Chart for clarification on areas of added value, involvement and effort to be provided by the Supplier.

The Supplier will be expected to develop and provide:

- (1) Advice on maintenance planning to maximise the life of Assets.
 - (2) Ongoing advice and appraisals of Asset/sub Asset condition.
 - (3) Solutions for Asset through life management.
 - (4) Comprehensive and wide ranging reporting on Assets and work outputs.
 - (5) Input into the development of NZDF's Planned Maintenance Programmes.
- e. **Data Management** - Management of all records that are required in the delivery of the Services or created in the management of the Assets are to be maintained. The correlation, analysis, retrieval and provision of up to date records of

maintenance of the Facilities are to be readily accessible to NZDF in a format that facilitates a complete understanding. Plans, operating and maintenance manuals, records of plant/equipment, financial data, environmental monitoring, Services provided and 'as built's are maintained and current.

Data management, in its various forms, is to be in accordance with NZDF systems to enable interoperability and ease of transfer. NZDF Asset data systems are based around the SAP Plant and Equipment module. Stand-alone, ad hoc or unique operating systems will not be acceptable if they cannot deliver to NZDF effective one to one communication.

- f. **Customer Client Services** - A Service Centre is to be established where all occupants of the Facilities have their Service requests met on a day to day basis. Persons requesting service activities have a twenty-four hour a day point of contact that will take ownership and keep the Customer fully informed. A full audit trail is to be provided for each Service request detailing response time and/or action taken. The maintenance process will culminate with the person/persons who raised the Service request gaining a high level of Customer satisfaction. Service response times are detailed later in this SoR.
- g. **Project Management** – The Supplier may be required on occasion to develop and deliver project works of a variable nature. To support this capability the Supplier is required to provide a range of Services including, but not limited to, architectural, structural, geotechnical, mechanical, environmental design, along with cost management, project management and construction services. The scope of project work will be generated from NZDF's Planned Maintenance Programmes and Capital Works Programmes for the Designated Facilities, with input provided by the Supplier.
- h. **Operational Maintenance** - All Operational Maintenance is provided in a safe manner to ensure that all elements within the Facilities retain a high operational standard, maintain their present level of functionality, aesthetics and safety, meet the ongoing requirements of the occupants and conform to the relevant policies and standards. An Operating Manual that documents methodology, timeframe and process for completing Operational Maintenance is to be provided to NZDF by the Supplier.

Operational Maintenance consists of:

- (1) **Scheduled Maintenance** - The Supplier is to complete a planned approach of Scheduled Maintenance to ensure that all elements within the Facilities are constantly in a state of readiness for use and to satisfy the requirements of the Building Act. The planned approach will include all pre-emptive Scheduled Maintenance that is reasonably foreseeable to ensure that the Assets and Facilities retain their operational capability.
- (2) **Unscheduled Maintenance** - All Unscheduled Maintenance will be performed by the Supplier to rectify unexpected failure of elements returning the Facilities to the state of operational readiness. Unexpected failure includes but is not limited to accidental damage, vandalism, adverse weather conditions and acts of nature.
- (3) **Minor New Works** – The Supplier will be required to deliver maintenance related Minor New Work tasks that are generated from condition assessments, recommendations and NZDF's changing needs for the Facilities. These projects are generally of a non-cyclic or discretionary nature, funded from an annual budgeting process or separate funding cases at a site or regional level. The delivery of Minor New Work tasks are not to adversely impact on the Supplier's ability to deliver Scheduled and Unscheduled Maintenance.

- i. **Contract Administration** – NZDF views the Regional FM Contract relationship as a long-term one and will aid the development a close Partnering relationship with the Supplier to promote efficient communication and joint problem solving so Customer service is maintained to a high level. NZDF sees the management of the FM contract, both at head office and site/regional levels, as requiring extensive contract and project engagement expertise on the part of both parties. To this end the Supplier would be expected to employ and utilise resources of a calibre that are appropriate to ensure the success of the Contract.

10 Operating Manual

- 10.1 The Operating Manual sets out the methods, tasks, Scheduled Maintenance plans for NZDF Assets, and undertakings required for the performance of the Services. It incorporates all of the Supplier's various contractual plans, including cleaning schedules, which detail and enable the Supplier to perform the contracted Services.
- 10.2 The Supplier's Operating Manual is a working document and requires continuous updating as changes to the Services occur. The Supplier is to provide updated versions of the Operating Manual annually, or as required by NZDF.
- 10.3 Any Outcomes that are not delivered in accordance with the Operating Manual must be remedied as soon as practicable, to the extent possible and at no cost to NZDF.
- 10.4 The Supplier is to have an approved Operating Manual presented to and approved by NZDF's Representative prior to the end of the six month Transition-In period.

11 Response Times

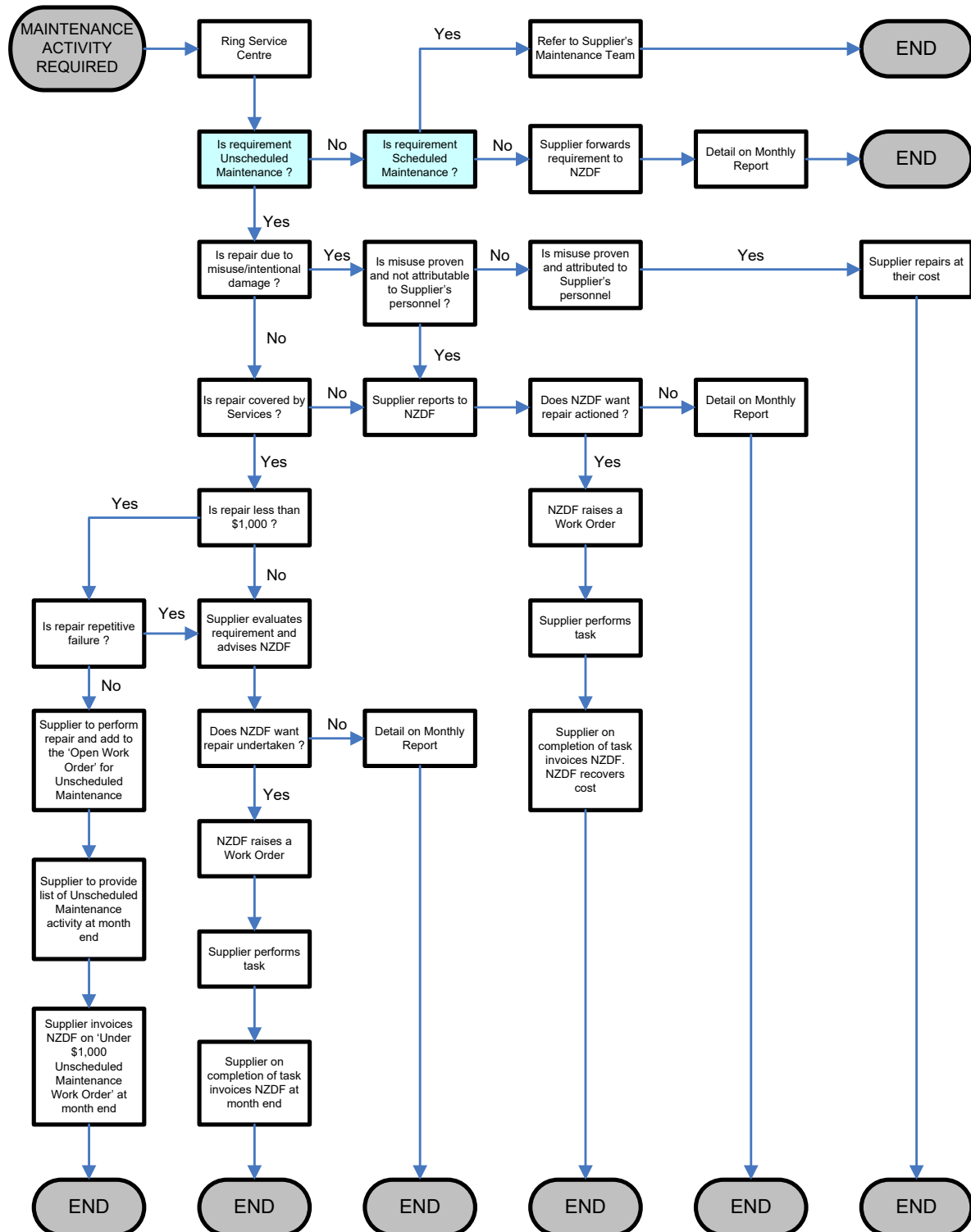
- 11.1 Response times that the Supplier will conform to are listed below:

Level	Description	Response
Level 1 - Emergency	Emergency: Immediately actioned, made safe, and completed as soon as possible. The failure will compromise health, safety, security and will inhibit NZDF's ability to deliver its outputs. Takes priority over all other work for that trade. NZDF's Representative is to be informed of the work immediately and kept informed of progress.	1. No more than one hour to respond and make safe. 2. No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 2 - Urgent	Urgent: The failure will compromise health, safety, and security, and will reduce the efficiency of NZDF's ability to deliver its outputs. Takes priority over all other work for that trade except Emergency tasks. NZDF's Representative is to be informed of the work immediately and kept informed of progress.	1. Responded to and made safe in no more than three hours. 2. No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 3 - Routine (Category I)	Routine (Category I): The failure will not compromise health, safety, and security, but will affect NZDF's ability to deliver its outputs if not attended to.	1. Responded to within 48 hours. 2. No more than 10 Working Days to complete unless

Level	Description	Response
		agreed to by NZDF's Representative
Level 4 – Routine (Category II)	Routine (Category II): The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to.	1. Responded to within five days. 2. No more than 10 Working Days to complete unless agreed to by NZDF's Representative.
Level 5 – Routine (Category III)	Routine (Category III): The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to. If it is inefficient to respond to it as a separate task and it may be more efficient to group it together as part of other work that is occurring in that location within the month of the issue being reported.	1. Responded to and completed within 30 days unless agreed to by NZDF's Representative.

12 Operational Maintenance Model

12.1 The following flowchart outlines the process model for the Operational Maintenance and repair of Assets:



- 12.2 The Supplier will be responsible for the day-to-day maintenance, Repair and upkeep of the Assets in accordance with the Operational Maintenance Model.
- 12.3 Scheduled Maintenance will be performed in accordance with the Outcomes and the Operating Manual. The cost of Scheduled Maintenance is a fixed fee within the Contract price. Except as detailed otherwise, the cost of Scheduled Maintenance will include (whether specifically mentioned or not) all items of a consumable nature or those materials requiring replacement on a routine basis as part of performing the Scheduled Maintenance activities.
- 12.4 Where Unscheduled Maintenance is included in the scope of the Contract and has an estimated cost of up to \$1,000.00 (excluding GST), the Supplier will carry out the work in accordance with this Contract, without reference to NZDF, and having due regard for NZDF budget forecasts. The Supplier will record and claim for the work against the 'under \$1,000.00 Unscheduled Maintenance Works Order'.
- 12.5 Where an Unscheduled Maintenance task is estimated to cost greater than or equal to \$1,000.00 (excluding GST), the Supplier will refer the task to NZDF's Representative to determine if the work is to be carried out. If the work is agreed to be carried out, a separate Works Order will be raised by NZDF and the Supplier will identify the Works Order number when submitting a claim for the work performed.
- 12.6 The cost of Unscheduled Maintenance Works will be calculated using agreed Working Rates and Charges as detailed in the Contract.
- 12.7 In support of each claim for Unscheduled Maintenance the Supplier is to provide a comprehensive breakdown of the total cost (inclusive of time and labour by trade, materials, plant and sub-contractor costs) of each task performed.
- 12.8 Where an Asset requires substantial or recurring Repairs, the Supplier will advise NZDF's Representative of the circumstances. NZDF will then determine if the Asset is to continue to be maintained or placed on NZDF's Planned Maintenance Programme or other programmes, to be managed or replaced.
- 12.9 All requests for the Repair of an Asset will go to the Supplier's Service Centre. The Service Centre will then determine the appropriate action for the management of the request for Repair in accordance with the Operational Maintenance Model and will also establish the appropriate response times for managing the Repairs.
- 12.10 Where a request for Repair is outside the scope of the Operational Maintenance Model the Supplier will complete an assessment and estimate of cost of the Repair required and advise NZDF's Representative. NZDF's Representative will then determine the appropriate action for the item.

13 Additional Work

- 13.1 NZDF's intent is to have the Supplier involved in the planning, design and delivery of projects to help ensure a 'whole of life' and maintenance practicality approach to NZDF's infrastructure requirements.
- 13.2 NZDF will offer to the Supplier project design and/or delivery services at Designated Facilities for works encompassing Planned Maintenance, Minor New Works and Capital Works which are collectively described as Additional Work. This will be offered if the value of each project is estimated to cost less than \$250,000.00 (excluding GST) and is of a similar nature to the Services provided under the Contract, providing a contract with another supplier is not in place.

- 13.3 NZDF retains the right to market test and/or employ alternative sources to undertake these works. Where NZDF chooses to procure the services through a formal tender process, the Supplier will be invited to provide an offer.

14 Ordering of Works

- 14.1 NZDF reserves the right not to action any item of Additional Work, and may during the period of the Contract employ a third party to carry out the work where:
- a. the Supplier, in the opinion of NZDF's Representative, is unable to complete the work within the required time frame (having regard to the programme of work with due consideration to scope and complexity); or
 - b. the nature of works required is, in the opinion of NZDF's Representative, outside the scope of activities and expertise routinely provided by the Supplier under this Contract; or
 - c. the Supplier has failed to meet any of the performance or reporting requirements of the Contract; or
 - d. funding constraints; or
 - e. a change in need (such as Base/Camp closure, decommissioning of a Facility, or alteration to a Facilities function) arises.

15 Planned Maintenance Programmes

- 15.1 As soon as possible after 01 July each year, NZDF will make available to the Supplier the relevant part of NZDF's Planned Maintenance Programmes for the next financial year and each of the following forecasted two financial years commencing on 01 July each year.
- 15.2 NZDF's Planned Maintenance Programmes will identify those Planned Maintenance and Minor New Works tasks that may be performed by the Supplier under this Contract.
- 15.3 Where an Asset is included in the NZDF's Planned Maintenance Programmes the Supplier will ensure that any Repair performed on the Asset takes into account the nature and extent of the Planned Maintenance Programme tasks.
- 15.4 Where the Supplier recommends in writing an item of Planned Maintenance together with evidence that justifies its inclusion in NZDF's Planned Maintenance Programmes, and NZDF agrees, then NZDF may add that item to its Planned Maintenance Programmes.
- 15.5 As part of the Supplier's Asset Management service, the Supplier is to provide input into the development of NZDF's Planned Maintenance Programmes.

16 Design Services

- 16.1 The Supplier will provide design services using either direct staff or through established relationships with recognised and approved suppliers of technical design services. Where design work is required along with estimates to provide NZDF with assistance in budgeting for future projects, these services are to be provided with sufficient detail and will be paid for through a separate Works Order.
- 16.2 The cost of the Supplier's involvement in managing or co-ordinating design work will be calculated using agreed Project Manager labour rates. Where the Supplier utilises a third party (ie sub-contractor), NZDF will pay for those services plus any other charges along with the Supplier's involvement using agreed rates.

17 Project Delivery

- 17.1 The Supplier will be required to provide a firm price for the delivery of Project Work. The cost of Project Work will be calculated using the Additional Work Rates and other charges, or better. The cost of preparing this price will be considered an overhead cost and will not be reimbursable.
- 17.2 Where the Supplier, at their own discretion, nominates to carry out any works outside normal Working Hours then no additional fee will be paid by NZDF.
- 17.3 For Project Work that is valued at over \$100,000 (excluding GST), the Supplier is to engage an independent quantity surveyor to provide NZDF with cost surety of the firm price. The quantity surveying services will be paid for by NZDF through a separate Works Order.
- 17.4 All pricing accepted by NZDF will be confirmed with a Works Order issued in writing under the terms and conditions of the Contract. These instructions will include:
- a. A description of the works required, including any drawings, diagrams or design work necessary to accurately complete the task.
 - b. Stipulation of any standards required to be followed and any guarantees or warranties in relation to the Services provided.
 - c. Identification of any time periods for construction and maintenance required (if applicable) and what if any retention may be held.
- 17.5 Where the Supplier elects to only project manage the work and use third party sub-contractors for the delivery of the physical works, the Supplier is to provide three quotes along with a written recommendation to NZDF's Representative's for approval.
- 17.6 The Supplier will be responsible for providing all site and project management Services necessary to ensure works are completed in a timely, safe, efficient and effective manner. The cost for these services is deemed to be included within the Additional Work Rates and other charges. When third party sub-contractors are used, a separate cost for them is to be included in the submitted price, plus any agreed charges.
- 17.7 All services within trenches, under slabs and within ceiling spaces and wall frames are required to be inspected by NZDF prior to closing in or backfilling. Regular inspections will also be held jointly between the Supplier and NZDF's Representative to check on interim project progress and compliance with safety plans.
- 17.8 The Supplier will advise NZDF's Representative when each task has been completed, whereby they will jointly inspect the works to identify any defects or outstanding works requiring rectification or completion. This inspection process will be repeated at regular intervals until NZDF is satisfied that all work has been satisfactorily completed, at which time a certificate of completion will be issued in writing by NZDF's Representative.
- 17.9 The undertaking of a Works Order under this clause is not to impact adversely on the delivery of Scheduled and Unscheduled Maintenance or any other Service that is supplied as part of this Contract. Additional Work may only be offered once the Supplier has provided an assurance they have adequate resources to meet the contracted Outcomes in conjunction with undertaking any further work.
- 17.10 Invoicing for Additional Work will be as per the Claims Procedure clause as specified in the Contract. NZDF are also implementing a paperless invoicing system. This will require the Supplier to work with NZDF to develop and implement reciprocal systems that support this new initiative.

18 Damage and Vandalism

- 18.1 The Supplier will advise NZDF in writing of all damage, vandalism or theft to any building, plant or equipment as soon as the Supplier becomes aware of it.
- 18.2 If any damage, vandalism or theft occurs and it is not attributed to the Supplier's Personnel, the cost of Repair or replacement will be met by NZDF. NZDF may arrange for the Repair or replacement itself or request the Supplier to carry out the Repair.
- 18.3 Any damage, vandalism or theft to NZDF's buildings, plant or equipment attributed to the Supplier's Personnel will be repaired or replaced by the Supplier at no cost to NZDF. Repairs or replacement of NZDF's buildings, plant or equipment must be completed within five Working Days of written notification by NZDF to the Supplier or commenced within a timeframe acceptable to NZDF.

19 Materials and Workmanship

- 19.1 Unless specifically instructed or approved by NZDF's Representative, all consumables, spare parts and materials provided by the Supplier will be new, and where applicable, comply with relevant New Zealand standards, be manufacturer compliant and not negate any manufacturer's warranties or guarantees.
- 19.2 Consumables, spare parts and materials required to carry out any works completed under this Contract will be supplied by the Supplier unless otherwise required by NZDF's Representative.
- 19.3 The cost of consumables, spare parts and materials for Services supplied by the Supplier will be in accordance with the agreed terms and rates as stipulated in the Contract.
- 19.4 All Services will be carried out in a tradesman like manner and in accordance with the manufacturer's recommended procedures. NZDF will provide any necessary as-built and operating information relating to any Facility, where those details are available.
- 19.5 The Supplier will provide all equipment, tools, testing apparatus, plant, equipment and machinery as necessary to carry out the Services.
- 19.6 Except as detailed below, the cost of the Supplier's equipment, tools, testing apparatus and means of transportation and the like are included in the Additional Work Rates and charges for Unscheduled Maintenance, Planned Maintenance, Minor New Works and Additional Works. Items that may be charged in addition to these rates include:
- a. mobile construction machinery (cranes, excavating equipment, tractors etc) but not cars, vans, utilities and trailers; and
 - b. specialist equipment that would not normally be held by the Supplier.
- 19.7 The charges for Scheduled Maintenance will include all of the Supplier's equipment of whatever nature.

20 Plant, Services and Equipment Shutdowns

- 20.1 The Supplier will plan and execute the Services so that interference with NZDF activities on and adjacent to the Facility is kept to a minimum and to comply with all reasonable requests from NZDF's Representative.
- 20.2 Where the Supplier requires to shutdown plant, Services or equipment to carry out any Scheduled Maintenance and other work activities then the prior approval of NZDF's

Representative is required. The Supplier will request such approval in writing and not less than two weeks before the intended shutdown. The request for approval will include:

- a. Details of the intended shutdown.
- b. The timing and duration of the intended shutdown.
- c. A brief description of the consequences of the intended shutdown.
- d. A continuity plan in the event of exceeding the agreed time to complete the works.

20.3 NZDF's approval in granting a shutdown will not be unreasonably withheld.

20.4 Where plant, Services or equipment shutdowns are required to be carried out for emergency or urgent priority Unscheduled Maintenance, the shutdown is to be co-ordinated with NZDF's Representative at the time of the requirement.

21 Hours of Work

21.1 All Services will generally be carried out during normal Working Hours (0730hrs to 1700hrs Monday to Friday). The Supplier will be prepared and able to provide the Services 24 hours a day, seven days a week. Charges for Scheduled Maintenance include all costs for carrying out the Services at the times and frequencies as necessary to meet the requirements in the Outcomes and Operating Manual.

21.2 Additional costs for working outside normal Working Hours will only be paid for if approval to do so has been granted by NZDF's Representative.

21.3 Where the Supplier, at their own discretion, nominates to carry out any Services outside normal Working Hours then no additional fees, rates or other charges will be paid by NZDF.

22 Disposal of Waste Materials

22.1 Waste materials generated in performing the Services are to be promptly removed from the site and taken to an approved landfill/waste management facility. Costs associated in the disposal of waste material are included in the cost of performing the work. Hazardous waste will be managed separately and in accordance with processes stipulated elsewhere in the Contract.

OVERARCHING REQUIREMENTS

23 Relationship Management

23.1 NZDF and the Supplier will jointly adopt Partnering concepts into their relationship to promote efficient communication and joint problem solving to ensure the Contract operates smoothly and Customer service is maintained at a high level.

23.2 The relationship shall be based on openness, trust and good faith and will require the development of a Partnering Charter.

23.3 NZDF envisages a tiered regionalised management structure for the Northern Region FM Contract to ensure communications and responsibilities are maintained at the appropriate level at all times. The proposed tiered levels of management are as follows:

- a. Corporate Level – for resolving escalated issues, involvement in Partnering relationships and formal review meetings of the Contract.
- b. Operational Level – for daily relationship management, overseeing the delivery of Services, routine administration, auditing and reporting to all principal and secondary sites within the Northern Region.

24 Security

- 24.1 Security is a paramount concern for NZDF and its operations both within New Zealand and overseas. The outputs that NZDF provides to the Government of New Zealand are of national importance and at times politically sensitive. Certain military facilities, equipment and information must be controlled in a manner that ensures it is contained for Defence purposes only. Other nations that have treaties with NZ also expect a level of security to be maintained to ensure a level of trust that enables the sharing of information, equipment and facilities.
- 24.2 Accordingly, NZDF requires that all the Supplier's Personnel requiring access to the Designated Facilities, or information relating to the Designated Facilities or the Services, undergo a security clearance screening and the Supplier be registered with the Defence Industry Security Programme (DISP). Details are in Attachment Three of this tender.
- 24.3 NZDF reserves the right to refuse entry to the Designated Facilities or access to information to any person who:
 - a. declines to undergo security clearance screening,
 - b. fails to obtain security clearance,
 - c. commits an offence that results in the individual losing their security clearance, or
 - d. fails to comply with NZDF's security requirements.

25 Reporting

- 25.1 The Supplier will provide to NZDF the following reports:
 - a. **Daily:** Where any event involving emergency callouts, serious work accidents or Resource Management Act incidents, security breaches, and/or work where Service is likely to be adversely affected (e.g. kitchen boiler or equipment unable to be repaired affecting kitchen output).
 - b. **Monthly:** Provide within five Working Days of each calendar month following the reporting month - an Operational level report detailing but not limited to:
 - (1) Any new defects that require NZDF's decision and/or action and details of any defects for which such decision and/or action is outstanding.
 - (2) Trend analysis of selected key details provided for the preceding three months.
 - (3) Key Performance Indicator's (KPI's) performance.
 - (4) Performance against the Outcomes.
 - (5) Additional Work completed.
 - (6) Occupational Safety and Health issues.

- (7) Waste recycling volumes.
 - (8) Other issues reported during the period.
 - (9) Estimated life of Assets and any proposal for inclusion in NZDF's Planned Maintenance Programme.
 - c. **Bi-annual:** Provide within 10 Working Days following the end of the six month reporting period - a Corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Trend analysis of selected key details provided for the preceding six months.
 - (2) Resource Management Act breaches, test results and reports.
 - (3) Occupational Safety and Health incidents.
 - (4) Training undertaken during the period and what training is planned for the next period.
 - (5) Summary of Repairs undertaken.
 - d. **Annual:** Provide within 20 Working Days of the anniversary of Contract start date - a Corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Any changes to the Quality Plan.
 - (2) Any changes to the Business Continuity Plan.
 - (3) Performance against the annual Business Plan for that operating year and a review on the previous year's performance.
 - (4) The completed KPI Balanced Scorecard.
 - (5) Matters relating to the resource consents maintained by the Supplier on behalf of NZDF.
 - (6) Occupational Safety and Health incidents.
 - (7) Estimated life of Assets and any proposals for inclusion in NZDF's Planned Maintenance Programme.
- 25.2 Monthly, bi-annual and annual reports are to be provided to the NZDF FM site manager at each location for comment before formal submission of the reports to the NZDF Representative. Partnering meetings will be convened for the formal presentation of Bi-annual and Annual Reports.

26 Annual Business Plan

- 26.1 The Supplier will provide an Annual Business Plan for the next year, detailing any required and/or proposed changes to the preceding year's Business Plan (in the format provided by NZDF) and detailing but not limited to:
- a. An executive summary and overview of the Contract relationship.
 - b. Proposed changes and investments in plant, equipment and resources serving the Contract.

- c. Proposed changes in staff, training, management and processes.
 - d. Proposed changes to the KPI indicators.
 - e. Proposed variations to the Contract.
 - f. Proposed opportunities for improvements, innovation and added value.
- 26.2 The Annual Business Plan will be formally presented and discussed at the Annual Review meeting.

27 Management of nominated sub-contractors

- 27.1 NZDF may specify nominated sub-contractors for specific areas of work. The Supplier is required to manage them on behalf of NZDF and include the nominated Sub-contractors costs in the Contract Price.
- 27.2 The Supplier is to manage the nominated sub-contractors on the same terms and conditions as for other sub-contractors employed by the Supplier. At the end of the nominated sub-contractors contract term, NZDF and the Supplier will review the contractual relationship.

28 Business Continuity Plan

- 28.1 The Supplier will develop a Business Continuity Plan (BCP) for submission to NZDF's Representative for approval.
- 28.2 The BCP is to include, but is not limited to the following details:
- a. Overall description of the Base/Camp infrastructure.
 - b. Location of all major utility networks, backup systems and access control.
 - c. The operation, control and management of all utility networks and backup systems.
 - d. Contingency plans/resources in the event of failure of the backup systems.
 - e. Emergency event actions, procedures and priorities to be followed.
 - f. Emergency points of contact.
- 28.3 The Supplier will conduct annual testing of the BCP and submit the results in a report to NZDF's Representative.
- 28.4 The Supplier is to amend the BCP as a result of lessons learnt from the annual testing and submit the amended plan for inclusion in the annual report.

29 NZDF Crest

- 29.1 The Supplier may use approved NZDF Crests on the following aspects of its operations that are used in direct relation to this Contract:
- a. Service vehicles.
 - b. Signage.
 - c. Stationery.

- d. Staff uniforms.

30 Insurances

30.1 The Supplier is required to provide evidence of insurance cover in accordance with the following minimum amounts before the Commencement of the Contract:

- a. General Liability \$10 million.
- b. Product Liability \$10 million.
- c. Motor Vehicle (Third Party) \$10 million.
- d. Professional Indemnity \$2 million.

31 Performance Bond

31.1 The Supplier is required to provide a Performance Bond of \$1,000,000 before the Commencement of the Contract.

32 Performance Measurement and Reward

- 32.1 Managing the performance of the Contract is essential to ensure the required Outcomes, compliance and value for NZDF is achieved. It also enables an assessment of the Supplier's performance against key criteria to ascertain the actual level of performance. NZDF have therefore implemented systems to enable Contract performance to be measured and rewarded.
- 32.2 The performance measurement system in the Contract is based on a Key Performance Indicator (KPI) Balanced Scorecard. The scorecard is completed monthly at the operational/site level and will be reviewed six monthly at the corporate level as part of the Contract Partnering and Annual Review meetings.
- 32.3 The KPI Balanced Scorecard enables NZDF to compare or benchmark its suppliers across all FM contracts where the KPI Balanced Scorecard is used. A sample KPI Balanced Scorecard is provided at **Annex G**.
- 32.4 The performance reward system in the Contract is based on a 'Profit at Risk' mechanism. This requires the Supplier to specify the annual profit margin that it wishes to earn and to have a portion of that margin 'put at risk' and which is tied to the performance measurement system.
- 32.5 The 'at risk' profit margin portion is determined for award or otherwise during the six monthly Contract Partnering meetings.
- 32.6 The parties agree that the portion of profit margin at risk represents in part the value to NZDF of proper performance of the Services and where the Supplier is not paid any of the profit margin at risk, the amount not paid represents the reduced value to NZDF of the Services.
- 32.7 The actions taken with regard to the profit margin at risk do not overrule the provisions set out in the Non-Compliance clauses or any other provision in the Contract.
- 32.8 The Supplier may only add the profit margin portion that is not at risk to its invoices for the fixed fee (Scheduled Maintenance) components of the Services prescribed in the Contract. For any work awarded to the Supplier that is considered as Additional Work or Unscheduled Maintenance, the Supplier is to invoice NZDF using the total profit margin amount specified in the Contract.

- 32.9 The profit margin at risk mechanism will not apply to project work.
- 32.10 NZDF's and the Supplier's Representatives will jointly manage performance measurement.

33 Safety Compliance

- 33.1 NZDF has a heads of agreement in place with SiteSafe New Zealand Incorporated to help ensure an appropriate safety standard for all NZDF staff, contractors and sub-contractors involved in construction and maintenance activities on NZDF sites.
- 33.2 The Supplier is required to be either Site Safe accredited or be prepared to undergo appropriate Site Safe accreditation before physical works are conducted on NZDF sites.
- 33.3 The Site Safe 'Passport' for contractors performing physical works and 'Gold Card' accreditation for supervisors of contractors and direct staff is required.
- 33.4 The Supplier is to produce a site specific safety plan covering all work activities across all sites covered by the Contract. The site safety plan is to be submitted to NZDF for approval and is to include processes for managing all personnel requiring access to NZDF sites in relation to the Services or other work activities.

34 Quality Management

- 34.1 NZDF intend to carry out checks on the Services carried out by the Supplier as part of ensuring quality and due diligence. In the majority of instances NZDF will use in-house staff to perform this function. Quality assurance checking will take a variety of forms and will include but not be limited to the following:
- a. Forecasted checks of Scheduled Maintenance activity to verify that it is being performed and that the Outcomes are being delivered.
 - b. Random and unforecasted spot checks on systems, processes and plans required in the carrying out of the Services.
 - c. Spot checks of Unscheduled Maintenance activity performed.
 - d. Safety checks on maintenance activity and project work.
 - e. Auditing of maintenance activity by independent specialist third parties.
- 34.2 NZDF undertakes that the results of these checks will be made known to the Supplier so that any corrective action or identified areas of improvement can be undertaken. The results of the checks in some instances will inform the KPI Scorecard (eg. safety expectations and Services delivered).
- 34.3 The Supplier will keep, maintain and update as necessary all plans, maintenance records, operating records, logs, drawings and manuals to demonstrate proper and adequate maintenance inspections and tests and must provide either access to or copies of such information to NZDF.
- 34.4 NZDF requires the Supplier to have processes in place to ensure:
- a. A system of continuous improvement in the delivery of Services using ISO 9001 or other proposed system.
 - b. Continuity of supplied Services.
 - c. Resources are used to their fullest potential and waste (in all forms) is minimised.

- 34.5 The Supplier is to develop a Quality Plan and review it annually for inclusion in the Annual Report.

35 Corporate Responsibility and Sustainability

- 35.1 NZDF is committed to a leadership role in the community with regard to corporate responsibility. As part of this NZDF has a drive to improving the sustainability of its business practices, thereby ensuring the NZDF outputs to the Government and the people of New Zealand are delivered in a responsible, effective and efficient manner.
- 35.2 NZDF supports and encourages an approach to sustainability and the principles of integrating economic, social, and environmental considerations into all decision making.
- 35.3 NZDF takes into account such issues as resource extraction, consumption and renewal, recycling and waste disposal options; employee rights and conditions, corruption, unfair competition and ethical behaviour. In the delivery of the Services the Supplier is to consider:
- a. Strategies to avoid unnecessary consumption and manage demand.
 - b. Environmental impacts of the Services over the whole of life of the Services, such as resource use, recycling etc.
 - c. Social aspects including sustainable supply chains issues, labour conditions, occupational safety and health compliance, and relevant industrial and environmental regulations.
- 35.4 The Supplier undertakes to prioritise the reducing, reusing and recycling of resources to support NZDF in improving the sustainability of its business practises throughout the life of the Contract, by employing the following strategies:
- a. Office recycling policies and procedures.
 - b. Policies that prescribe the purchase of fuel efficient vehicles (such as petrol-hybrids and diesels).
 - c. Participation in accredited CO² offset programmes for their organisation and clients.
- 35.5 NZDF recognises that staff are a key resource to the effective delivery of an organisation's outputs. Well trained and valued staff can have a beneficial effect on the successful delivery of services. This is achieved through attracting quality skilled workers, fair and reasonable conditions of service, the retention of skills and corporate knowledge, and ongoing training and awareness of changes in industry.
- 35.6 The cleaning Services include a specified category of employees who have been given certain protections under the Employment Relations Act 2000 ("Vulnerable Employees"). The Supplier will be required to employ all Vulnerable Employees who elect to transfer on the same terms and conditions as they are currently employed and where this occurs, to treat their employment as continuous.
- 35.7 A list containing positions and salaries of the Vulnerable Employees is provided at **Annex H** to this SoR.

36 Continuous Improvement, Innovation and Added Value.

- 36.1 The Supplier is encouraged to continuously identify opportunities for improvement, efficiency gains, new technologies, innovation and added value. All identified opportunities will be discussed and implemented jointly, provided they are acceptable to NZDF.
- 36.2 Any undertakings or promises offered by the Tenderer during the Tender process may be taken as an obligation to NZDF under the Contract.

37 Cost Reduction

- 37.1 The Supplier is to deliver cost savings through a programme of continuous innovation and improvement of a level that is sufficient to achieve a minimum 2% reduction in the Annual Fixed fee in addition to offsetting any increases as a result of Consumer Price Increase (CPI) movement.

38 Transition Plans

- 38.1 NZDF and the Supplier will jointly prepare and agree on a detailed Transition-In Plan. The Transition-In period will run for six months from an agreed site start date.
- 38.2 NZDF will endeavour to confirm a Contract acceptance two months prior to the agreed site start date to allow the Supplier time to mobilise all staff, equipment and resources necessary for an effective commencement to the Transition-In phase of the Contract.
- 38.3 NZDF and the Supplier will jointly prepare and agree on a detailed Transition-Out Plan six months prior to expiry of the Contract term.

39 Address Record Database

- 39.1 NZDF uses a single commercial solution, maintained by DAYTM.COM of Sydney, to maintain a permanent live record for each of its Supplier's address and bank account details. The Supplier is encouraged to take up the free membership of the DAYTM.COM database system.

40 Syndicated Procurement

- 40.1 Syndicated Procurement is a Government initiative to create effectiveness and efficiencies in the public sector. It is intended that any Contract agreed to by NZDF for the provision of Facilities Maintenance and Management Services Northern Region will include a 'Common Use Provision' that will allow any Government Agency to join the Contract with the NZDF Facilities Maintenance and Management Services Supplier, subject to endorsement by the Syndicated Contracts Review Board, under the same terms and conditions as those agreed to by NZDF. No Guarantee is given that any other public sector agency will participate during the life of the Contract.
- 40.2 Tenderers are to note that Syndicated Procurement for the Northern Region applies only to areas which encompass Northland, Auckland, Waikato and Bay of Plenty. Government Agencies may select all or any part of the scope of Services.

ATTACHMENT THREE – STATEMENT OF REQUIREMENT



HER MAJESTY THE QUEEN

**NEW ZEALAND DEFENCE FORCE
TE OPE KĀTUA O AOTEAROA**

REGISTRATION OF INTEREST

RXI 48

**FOR THE PROVISION OF
FACILITIES MAINTENANCE AND MANAGEMENT SERVICES
TO
WELLINGTON, TASMAN AND SOUTHERN REGIONS**

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OVERVIEW

1 Background

- 1.1 This Statement of Requirement (SoR) details the requirements for the provision of Facilities Maintenance and Management (FM) Services to New Zealand Defence Force's (NZDF) Wellington, Tasman and Southern Regions which encompasses Trentham Military Camp, Defence House, Woodbourne Air Force Base, Wigram Air Force Museum and Burnham Military Camp main sites along with other secondary sites within each region.
- 1.2 NZDF's requirement is for a prime Supplier(s) to maintain and manage the Assets and Facilities of NZDF's Wellington, Tasman and Southern Regions under separate outcomes performance-based maintenance Contracts, each for a period of five years with one, five year right of renewal.
- 1.3 The estimated annual values of the new regional FM contracts are:
 - a. Wellington Region - \$7.7 million.
 - b. Tasman Region - \$4.2 million.
 - c. Southern Region - \$10.3 million.
- 1.4 The above values encompass the following:
 - a. Scheduled maintenance.
 - b. Unscheduled maintenance.
 - c. Housing maintenance.
 - d. Project work encompassing planned maintenance and minor new works.
 - e. The Supplier's agreed annual fixed overhead fee.
 - f. The Supplier's agreed nominated margins on the above.
- 1.5 FM Services at all NZDF sites are currently provided by Suppliers under contracts that are due to expire as follows:
 - a. Wellington Region – 28 February 2014.
 - b. Tasman Region – 31 March 2014.
 - c. Southern Region – 30 June 2014.

2 NZDF's Objectives

2.1 NZDF's objectives are to:

- a. achieve the services of an FM industry-leading standard for the maintenance and management of its Assets and Facilities;
- b. utilise market expertise and innovation;
- c. progressively move NZDF's spend on FM service delivery from Unscheduled to Scheduled Maintenance activities;
- d. ensure that NZDF receives value for money, including minimising NZDF's need to invest in non-core processes;
- e. have a cost effective, Partnering arrangement, performed to cause least disruption to NZDF; and
- f. obtain cost savings through a programme of incentivised continuous innovation and improvement.

2.2 The overall outcome that NZDF is seeking is that at all times the integrity of the Assets within the Wellington, Tasman and Southern Regions are operational, compliant and maintained to the current state or achieve a better condition than the current state.

3 Services In Scope

3.1 FM Services required by NZDF include:

- a. Grassed Areas, Grounds and Roads.
- b. Pest Control.
- c. Range Maintenance.
- d. Buildings and Specialised Facilities.
- e. Mechanical, Electrical, Plumbing Trades and Utilities.
- f. Fire Protection Systems.
- g. Security Systems.
- h. Waste Management.
- i. Working Accommodation Cleaning and Hygiene Services.
- j. Building and Resource Compliance Management.
- k. Asset and Data Management.
- l. Customer Client Services.
- m. Project Management.
- n. Contract Administration.

4 Services Out of Scope

4.1 Services not required by NZDF are:

- a. Alarm Monitoring.
- b. Hospitality, Catering and Bar Services.
- c. Messes, Barrack and Transit Accommodation Management and Cleaning.
- d. Laundry and Dry Cleaning Services.
- e. Security Guard Staffing.
- f. Communications and Data Reticulation/Cabling between buildings.

5 Site Locations and Descriptions

5.1 The Wellington, Tasman and Southern Regions supports approximately 5,520 NZDF Personnel in total, spread across all locations.

5.2 The following map identifies the locations of NZDF sites.



5.3 There are approximately 910 buildings plus 574 houses spread across all NZDF sites in the Wellington, Tasman and Southern Regions. The following tables are an indication of site compositions at the Designated Facilities and not a comprehensive list of all Assets.

5.4 Services are required in the following locations:

Wellington Region	General Site Composition
Trentham Military Camp	Trentham Military Camp (TMC) is located in Upper Hutt approximately 25km from central Wellington. The camp is spread over 28ha and supports the Wellington Regional Support Company, Messines Defence Centre, and Shooting Ranges adjacent to the camp. Also within and adjacent to the camp are 235 buildings dating from 1940's timber clad construction to recently constructed specialist facilities and barrack accommodation. There are 75 houses located externally to the camp.
Joint Forces Headquarters Facility	Located in Upper Hutt adjacent to Trentham Camp; consisting of a three level building, carparking and landscaping, supporting Defence joint operations.
Point Jerningham Ceremonial Site	Located in central Wellington; consisting of two buildings and platform area for performing ceremonial gun salutes.
Olphert Buckle Street Defence Facility	Located in central Wellington; consisting of four buildings and car parking, supporting various NZDF units.
Rongotai Air Movements Facility	Located on the west side of Wellington Airport; consisting of one building and car parking supporting RNZAF air operations.
Defence House (Leased)	Located in central Wellington; consisting of six levels of office accommodation, supporting NZDF head office functions.
Wigan Street (Leased)	Located in central Wellington; consisting of a small facility for use as the RNZAF Band training area.
Allied Finance House (Leased)	Located in central Wellington; consisting of two levels of office accommodation, supporting NZDF administrative functions.
Defence Careers House (Leased)	Located in central Wellington; consisting of one level of office accommodation, supporting NZDF administrative functions.
YDU Facility (Leased)	Located in Upper Hutt in the old CIT complex adjacent to Trentham Camp; consisting of accommodation, lounge and classroom facilities for the Youth Development Unit.

Wellington Region	General Site Composition
Torrens House (Leased)	Located in Upper Hutt adjacent to Trentham Camp; consisting of two levels of office accommodation, supporting NZDF administrative functions.
HR Service Centre (Leased)	Located in central Upper Hutt; consisting of one level of office accommodation, supporting NZDF administrative functions.

Tasman Region	General Site Composition
Woodbourne Air Force Base	Woodbourne Air Force Base (WDN) is located 10km from central Blenheim in the Marlborough District. The Base is spread over 28ha and shares the airport and runway facilities with a number of other stakeholders. There are 132 buildings ranging from hangars and engineering workshops to classroom training facilities and barrack accommodation. Also located externally to the Base are 176 houses.
Dip Flat Training Area	Located 105km from Woodbourne Air Force Base at the head of the Wairau River Valley and consisting of 15 buildings and other small structures in a bush setting as a training facility for NZDF personnel.
Nelson Army Centre	Located in Nelson, approximately 107km from Woodbourne Air Force Base and consisting of three buildings and car parking, supporting various NZDF Army units.

Southern Region	General Site Composition
Burnham Military Camp	Burnham Military Camp (BMC) is located 33 km south of central Christchurch. The camp is spread over 504 ha and supports the Southern Regional Support Company and a variety of open space training facilities adjacent to the camp. There are 299 buildings dating from 1940's timber clad construction to recently constructed barrack accommodation and LAV storage facilities. There are 319 houses located adjacent to the camp.
West Melton Ranges	Located 10 km from Burnham Camp on a 439 ha site, largely covered in grass. It consists of a variety of shooting ranges, a grenade range, road network, communications aerals and 26 buildings within a camp area.
Weedons Communications Site	Located 10 km from Burnham Camp on a 43 ha site, consisting of four buildings and a variety of communications aerals and towers as a Defence communication facility.
Glentunnel Ammo Storage Facility	Located 40 km from Burnham Camp on a 301 ha heritage site, consisting of 16 ammunition storage houses, two administration buildings and three houses.
Wigram Defence Area	Located on the outskirts of Christchurch City on the old Wigram airfield site covering 37 ha. The site includes airfield grasscutting and two buildings within a fenced compound for the EOD Squadron.
Wigram Air Force Museum	Located on the outskirts of Christchurch on the edge of the old Wigram airfield site. The Museum consists of 15 buildings including a hangar, display facilities, gardens and patron carparking.
Pegasus Defence Facility	Located in central Christchurch, consisting of one large heritage building and surrounding for use as a Defence regional administration facility.
Christchurch Air Movements Facility (Leased)	Located at Christchurch airport, consisting of a part lease of a warehouse building for use as a Defence air movements facility.
Cass Bay Naval Facility (Leased)	Located 15 km from Christchurch near Port Lyttleton, consisting of a leased boat shed and ramp for use by the local Sea Cadets.
Greymouth Army Centre	Located in Greymouth, consisting of one building and carparking within a fenced compound for use as an Army Centre.
Tekapo Military Training Area	Located approximately 200 km from Burnham Camp, consisting of a 14,800 ha site for use as

	an alpine military training area largely covered in grass and tussock. The camp area consists of 133 buildings and one house, along with various other infrastructures.
Timaru Army Centre (Leased)	Located in Timaru, consisting of a part lease of a building for use as an Army Centre.
Waitati Range	Located 27 km from Dunedin, consisting of a 109 ha bush clad site with a shooting range and five range support buildings.
Dunedin Army Centre	Located in central Dunedin, consisting of one large building (Kensington Hall) for use as an Army Centre.
Toroa Dunedin Defence Facility	Located in central Dunedin, consisting of three linked buildings and carparking within a fenced compound for use as a Defence facility.
Rattray Wharf Naval Facility	Located in central Dunedin on the waterfront, consisting of one wharf storage shed for use by the Navy.
Invercargill Army Centre	Located in Invercargill, consisting of one building and carparking within a fenced compound for use as an Army Centre.

SERVICE DELIVERY

6 Requirement

- 6.1 There are three key aspects to the overall delivery of FM Services. These are:
- Asset Related Outcomes – the services.
 - High Level Outcomes – enablers for the Asset Related Outcomes.
 - Overarching requirements – company enablers.
- 6.2 Service delivery is based on Outcomes, not on the specification of processes, unless a specific task process is required for operational and/or policy reasons. Having said this, some systems, processes or specialised facility requirements may therefore be described as outputs.
- 6.3 Supporting the delivery of the Outcomes are a series of overarching requirements. These are the corporate or company level enablers in support of service delivery.
- 6.4 The major activities required to complete the Services is the development and implementation of methodologies to ensure the continued operation of the Assets and Facilities which will be expressed within an Operating Manual to facilitate:
- Completion of Scheduled Maintenance which includes all routine inspections, testing, maintenance, minor repairs, consumables and replacement of parts that can be predicted to be replaced through the life cycle of the Asset.

- b. Completion of Unscheduled Maintenance to cover reactive maintenance and repairs to faults and breakages.
- c. Reporting to NZDF on the operation, completed maintenance, and condition of Assets and Facilities.
- d. Completion of Additional Works ordered by NZDF under the Contract.

7 NZDF Key Drivers

7.1 The key drivers for NZDF in the delivery of FM to NZDF's Bases and Camps are listed below (in no particular order of priority):

- a. Regionalisation approach in the delivery of FM services to optimise efficiencies and economies of scale.
- b. Continuity of Defence Outputs with a 24/7 response to emergencies or outages requiring an emphasis on Facilities and Assets that ensure business continuity.
- c. An aging estate coupled with a lack of recapitalisation requires an Asset management approach that maximises the life of type of Assets.
- d. Sub Asset, plant and equipment maintenance as a planned action utilising current and best practice technologies.
- e. Supplier systems for Asset maintenance management that integrates with NZDF systems.
- f. Provision of end-user focused services that takes into account the needs of the NZDF estate.
- g. A culture of safety and continuous improvement.

8 Outcomes

8.1 There are ten groups of Outcomes within the scope of the proposed Contract. Groups 1 to 9 are Asset Related Outcomes while Group 10 are High Level Outcomes and generally apply across the other nine groups of outcomes.

8.2 The Outcomes have been described separately for convenience but they are not independent of each other.

8.3 A summary of Group 1 to 10 Outcomes is as follows:

Group	Group Heading	Description
1	Grounds	All grassed areas, grounds, gardens, roads, pest control, sports fields, training courses, airfield maintenance and range maintenance.
2	Buildings	All buildings, houses and specialised structures including Wharves, Aircraft Hangars, Ammunition Storage Houses, Battle Training Facility, Method of Entry Facility and Sea Safety Training Facility.
3	Mechanical	Boilers, reticulated heating systems, HVAC, air extraction systems, refrigeration, compressed air systems,

		lifting equipment, industrial doors, generators and fuel management.
4	Electrical	High voltage networks (11,000 & 400 volt), electrical installations (50 & 60 Hz), lighting systems, generators, UPS, earth bonding systems and airfield lighting systems.
5	Plumbing	Water supply, storage and treatment systems, wastewater/tradewaste drainage and treatment systems, stormwater drainage systems, gas reticulation, gas heating and swimming pool maintenance and management.
6	Fire	Fire protection systems including fire mains and hydrants, fire detection and alarm systems, sprinkler systems, gas flood systems and fire extinguisher maintenance.
7	Security	Security systems including access control, intruder detection, closed circuit TV and the maintenance of all fences, gates and barriers.
8	Waste	Management of waste in all its forms including recycling, storage and disposal.
9	Cleaning	Cleaning of all working accommodation Facilities including provision of hygiene services and consumables.
10	Administration	Administration and management of the Contract at a Site/Regional level.

8.4 The following are detailed descriptions of the Group 10 Outcomes:

- a. **Building Compliance Management** – At all times the Designated Facilities are fit for purpose and compliant with regards to the requirements of the Building Act. This will entail all building warrant of fitness inspections and audits of buildings, Facilities and structures by appropriately qualified persons being carried out to ensure compliance with the Building Act. It will also require the reporting on any aspect of a building or structure that does not meet the requirement for a safe, reliable, functional and complaint Facility.
- b. **Environmental Compliance Management** – The NZDF Estate is required to operate in compliance with the Resource Management Act. All resource consents and permits are to be regularly monitored, audited and reported on by the Supplier using the CS-VUE web based resource monitoring tool to provide NZDF with assurance that they are current and are being operated in a compliant manner. The Supplier is to also assist with the development and implementation of management plans where required.
- c. **Asbestos Monitoring** – NZDF has an aging estate with asbestos in its various forms being present in approximately 10% of all Designated Facilities. The identification, testing and reporting on all forms of asbestos within the Designated Facilities is to be provided by the Supplier in accordance with required legislation and the NZDF Asbestos Register.
- d. **Asset Management** – NZDF requires high levels of advice on Asset maintenance and management issues to ensure that Assets and sub Assets are maintained and

operated to their optimum levels. This will entail a multi faceted and close working relationship with NZDF in the development and implementation of Asset management processes utilising software tools that provide the required levels of data input, Asset condition modelling and reporting.

The Supplier will be expected to develop and provide:

- (1) Advice on maintenance planning to maximise the life of Assets;
- (2) Ongoing advice and appraisals of Asset/sub Asset condition;
- (3) Solutions for Asset through life management;
- (4) Comprehensive and wide ranging reporting on Assets and work outputs, and
- (5) Input into the development of NZDF's Planned Maintenance Programmes.

- e. **Data Management** - Management of all records that are required in the delivery of the Services or created in the management of the Assets are to be maintained. The correlation, analysis, retrieval and provision of up to date records of maintenance of the Facilities are to be readily accessible to NZDF in a format that facilitates a complete understanding. Plans, operating and maintenance manuals, records of plant/equipment, financial data, environmental monitoring, Services provided and 'as built's' are maintained and current.

Data management, in its various forms, is to be in accordance with NZDF systems to enable interoperability and ease of transfer. NZDF Asset data systems are based around the SAP Plant and Equipment module. Stand-alone, ad hoc or unique operating systems will not be acceptable if they cannot deliver to NZDF effective one to one communication.

- f. **Customer Client Services** - A Service Centre is to be established where all occupants of the Facilities have their Service requests met on a day to day basis. Persons requesting service activities have a twenty-four hour a day point of contact that will take ownership and keep the Customer fully informed. A full audit trail is to be provided for each Service request detailing response time and/or action taken. The maintenance process will culminate with the person/persons who raised the Service request gaining a high level of Customer satisfaction. Service response times are detailed later in this SoR.
- g. **Project Management** – The Supplier may be required on occasion to develop and deliver project works of a variable nature. To support this capability the Supplier is required to provide a range of Services including, but not limited to, architectural, structural, geotechnical, mechanical, environmental design, along with cost management, project management and construction services. The scope of project work will be generated from NZDF's Planned Maintenance Programmes and Capital Works Programmes for the Designated Facilities, with input provided by the Supplier.
- h. **Operational Maintenance** - All Operational Maintenance is provided in a safe manner to ensure that all elements within the Facilities retain a high operational standard, maintain their present level of functionality, aesthetics and safety, meet the ongoing requirements of the occupants and conform to the relevant policies and standards. An Operating Manual that documents methodology, timeframe and process for completing Operational Maintenance is to be provided to NZDF by the Supplier.

Operational Maintenance consists of:

- (1) **Scheduled Maintenance** - The Supplier is to complete a planned approach of Scheduled Maintenance to ensure that all elements within the Facilities are constantly in a state of readiness for use and to satisfy the requirements of the Building Act. The planned approach will include all pre-emptive Scheduled Maintenance that is reasonably foreseeable to ensure that the Assets and Facilities retain their operational capability.
 - (2) **Unscheduled Maintenance** - All Unscheduled Maintenance will be performed by the Supplier to rectify unexpected failure of elements returning the Facilities to the state of operational readiness. Unexpected failure includes but is not limited to accidental damage, vandalism, adverse weather conditions and acts of nature.
 - (3) **Minor New Works** – The Supplier will be required to deliver maintenance related Minor New Work tasks that are generated from condition assessments, recommendations and NZDF's changing needs for the Facilities. These projects are generally of a non-cyclic or discretionary nature, funded from an annual budgeting process or separate funding cases at a site or regional level. The delivery of Minor New Work tasks are not to adversely impact on the Supplier's ability to deliver Scheduled and Unscheduled Maintenance.
- i. **Contract Administration** – NZDF views the Regional FM Contract relationship as a long-term one and will aid the development a close Partnering relationship with the Supplier to promote efficient communication and joint problem solving so Customer service is maintained to a high level. NZDF sees the management of the FM contract, both at head office and site/regional levels, as requiring extensive contract and project engagement expertise on the part of both parties. To this end the Supplier would be expected to employ and utilise resources of a calibre that are appropriate to ensure the success of the Contract.

9 Operating Manual

- 9.1 An Operating Manual will set out the methods, tasks, Scheduled Maintenance plans for NZDF Assets, and undertakings required for the performance of the Services. It incorporates all of the Supplier's various contractual plans, including cleaning schedules, which detail and enable the Supplier to perform the contracted Services.
- 9.2 The Supplier's Operating Manual is a working document and requires continuous updating as changes to the Services occur.

OVERARCHING REQUIREMENTS

10 Relationship Management

- 10.1 NZDF and the Supplier will jointly adopt partnering concepts into their relationship to promote efficient communication and joint problem solving to ensure the Contract operates smoothly and customer service is maintained at a high level.
- 10.2 The relationship will be based on openness, trust and good faith and will require the development of a Partnering Charter.
- 10.3 NZDF envisages a tiered regionalised management structure for the FM Contract to ensure communications and responsibilities are maintained at the appropriate level at all times. The proposed tiered levels of management are as follows:

- a. Corporate Level – for resolving escalated issues, involvement in Partnering relationships and formal review meetings of the Contract.
- b. Operational Level – for daily relationship management, overseeing the delivery of Services, routine administration, auditing and reporting to all principal and secondary sites within the Region.

11 Security

- 11.1 Security is a paramount concern for NZDF and its operations both within New Zealand and overseas. The outputs that NZDF provides to the Government of New Zealand are of national importance and at times politically sensitive. Certain military facilities, equipment and information must be controlled in a manner that ensures it is contained for Defence purposes only. Other nations that have treaties with NZ also expect a level of security to be maintained to ensure a level of trust that enables the sharing of information, equipment and facilities.
- 11.2 Accordingly, NZDF requires that all the Supplier's Personnel requiring access to the Designated Facilities, or information relating to the Designated Facilities or the Services, undergo a security clearance screening and the Supplier be registered with the Defence Industry Security Programme (DISP).
- 11.3 NZDF reserves the right to refuse entry to the Designated Facilities or access to information to any person who:
 - a. declines to undergo security clearance screening,
 - b. fails to obtain security clearance,
 - c. commits an offence that results in the individual losing their security clearance, or
 - d. fails to comply with NZDF's security requirements.

12 Performance Measurement and Reward

- 12.1 Managing the performance of the Contract is essential to ensure the required Outcomes, compliance and value for NZDF is achieved. It also enables an assessment of the Supplier's performance against key criteria to ascertain the actual level of performance. NZDF have therefore implemented systems to enable Contract performance to be measured and rewarded.
- 12.2 The performance measurement system in the Contract is based on a Key Performance Indicator (KPI) Balanced Scorecard. The scorecard is completed monthly at the operational/site level and will be reviewed six monthly at the corporate level as part of the Contract Partnering and Annual Review meetings.
- 12.3 The KPI Balanced Scorecard enables NZDF to compare or benchmark its Suppliers across all FM contracts where the KPI Balanced Scorecard is used.
- 12.4 The performance reward system in the Contract is based on a 'Profit at Risk' mechanism. This requires the Supplier to specify the annual profit margin that it wishes to earn and to have a portion of that margin 'put at risk' and which is tied to the performance measurement system.
- 12.5 The 'at risk' profit margin portion is determined for award or otherwise during the six monthly Contract Partnering meetings.

- 12.6 The parties agree that the portion of profit margin at risk represents in part the value to NZDF of proper performance of the Services and where the Supplier is not paid any of the profit margin at risk, the amount not paid represents the reduced value to NZDF of the Services.
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- 13.2 The Supplier is required to be either SiteSafe accredited or be prepared to undergo appropriate SiteSafe accreditation before physical works are conducted on NZDF sites.
- 13.3 The SiteSafe 'Passport' for contractors performing physical works and 'Gold Card' accreditation for supervisors of contractors and direct staff is required.
- 13.4 The Supplier is to produce a site specific safety plan covering all work activities across all sites covered by the Contract. The site safety plan is to be submitted to NZDF for approval and is to include processes for managing all personnel requiring access to NZDF sites in relation to the Services or other work activities.
- 13.5 The Supplier's site specific safety plans are to be reviewed annually.

14 Quality Management

- 14.1 NZDF intend to carry out checks on the Services carried out by the Supplier as part of ensuring quality and due diligence. In the majority of instances NZDF will use in-house staff to perform this function. Quality assurance checking will take a variety of forms and will include but not be limited to the following:
- a. Forecasted checks of Scheduled Maintenance activity to verify that it is being performed and that the Outcomes are being delivered.
 - b. Random and unforecasted spot checks on systems, processes and plans required in the carrying out of the Services.
 - c. Spot checks of Unscheduled Maintenance activity performed.
 - d. Safety checks on maintenance activity and project work.
 - e. Auditing of maintenance activity by independent specialist third parties.
- 14.2 NZDF requires the Supplier to have processes in place to ensure:

- a. A system of continuous improvement in the delivery of Services using ISO 9001 or other proposed system, and
- b. Continuity of supplied Services.

15 Sustainability

- 15.1 NZDF is committed to a leadership role in the community with regard to corporate responsibility and has a drive to improving the sustainability of its business operations, thereby ensuring the NZDF outputs to the Government and the people of New Zealand are delivered in a responsible, effective and efficient manner. The Supplier undertakes to support NZDF in this initiative.
- 15.2 The Supplier also undertakes to prioritise the reducing, reusing and recycling of resources to support NZDF in improving the sustainability of all business practises throughout the life of the Contract. In the delivery of the Services the Supplier is to consider:
 - a. Strategies to avoid unnecessary consumption and manage demand;
 - b. Environmental impacts of the Services over the whole of life of the Services;
 - c. Social aspects including sustainable supply chains issues and relevant industrial and environmental regulations, and
 - d. Resources are used to their fullest potential and waste (in all forms) is minimised.

16 Employment of Staff

- 16.1 The Supplier is to take into account such issues as employee rights and conditions, corruption, unfair competition, occupational safety and health and ethical behaviour in the employment of staff and the delivery of the Services.
- 16.2 NZDF recognises that staff are a key resource to the effective delivery of an organisation's outputs. Well trained and valued staff can have a beneficial effect on the successful delivery of services. This is achieved through attracting quality skilled workers, fair and reasonable conditions of service, the retention of skills and corporate knowledge, and ongoing training and awareness of changes in industry.
- 16.3 The cleaning Services include a specified category of employees who have been given certain protections under the Employment Relations Act 2000 ("Vulnerable Employees"). The Supplier will be required to employ all Vulnerable Employees who elect to transfer on the same terms and conditions as they are currently employed and where this occurs, to treat their employment as continuous.

17 Continuous Improvement, Innovation and Added Value.

- 17.1 The Supplier is encouraged to continuously identify opportunities for improvement, efficiency gains, new technologies, innovation and added value.
- 17.2 All identified opportunities will be discussed and implemented jointly, provided they are acceptable to NZDF. Any benefits or costs associated with accepted opportunities will be confirmed along with an agreed sharing basis, prior to implementation.
- 17.3 Any undertakings or promises offered by the Tenderer during the Tender process may be taken as an obligation to NZDF under any resulting Contract.

18 Syndicated Procurement

- 18.1 Syndicated Procurement is a Government initiative to create effectiveness and efficiencies in the public sector. It is intended that any Contract agreed to by NZDF for the provision of Facilities Maintenance and Management Services will include a 'Common Use Provision' (CUP) that will allow any Government Agency to join the Contract with the NZDF Facilities Maintenance and Management Services Supplier, subject to endorsement by the Procurement Reform Group (PRG), under the same terms and conditions as those agreed to by NZDF. No Guarantee is given that any other public sector agency will participate during the life of the Contract.
- 18.2 Government Agencies may select all or any part of the scope of Services.

ATTACHMENT FIVE - STATEMENT OF REQUIREMENT



HER MAJESTY THE QUEEN

**NEW ZEALAND DEFENCE FORCE
TE OPE KĀTUA O AOTEAROA**

REQUEST FOR PROPOSAL

RFP 389

FOR THE PROVISION OF

FACILITIES MAINTENANCE AND MANAGEMENT SERVICES

TO

WELLINGTON AND TASMAN REGIONS

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OVERVIEW

1 Interpretation

- 1.1 Definitions are in Attachment Four Draft Conditions of Contract. Additional definitions relevant to the Outcomes are in **Annex A** to this SoR. Specific definitions that apply only to this Statement of Requirement (SoR) are detailed below:

FLOC means Facilities Location Identifier. FLOCs are used in NZDF's Asset Management database as the unique identification for each fixed asset.

Service Provider means action or information to be provided by the successful Tenderer once the Contract has been awarded.

Tenderer means action or information to be provided at the time of tender.

2 Background

- 2.1 This SoR details the requirements for the provision of Facilities Maintenance and Management (FM) Services to New Zealand Defence Force's (NZDF) Wellington Region (including Trentham Military Camp and Defence House), and Tasman region, along with other secondary regional sites for both regions.
- 2.2 NZDF's requirement is for a prime Service Provider to maintain and manage the Assets and Facilities of NZDF's Wellington and Tasman regions under two outcome performance-based maintenance contracts. Each contract will be for a period of five years with one, five year right of renewal.
- 2.3 NZDF's estimated annual value for each region is:
- a. Wellington regional FM requirement is \$7.7 million.
 - b. Tasman regional FM requirement is \$4.2 million.
- 2.4 The above value encompasses the following:
- a. Scheduled maintenance.
 - b. Unscheduled maintenance.
 - c. Housing maintenance.
 - d. Project work encompassing planned maintenance and minor new works.
 - e. The Service Provider's agreed annual fixed overhead fee.
 - f. The Service Provider's agreed nominated margins on the above.
- 2.5 FM Services are currently provided by two Service Providers under contract that are due to expire on 01 November 2014 (Wellington region) and 01 December 2014 (Tasman region).
- 2.6 Cleaning schedules will not be provided by NZDF as part of this RFP but example cleaning schedules for each region have been included on the Data Disk. Service Providers will be required to develop cleaning specifications and apply these to their own cleaning schedules, from which the Service Provider will then develop an overall cleaning plan for submission to

NZDF's Representative for approval. Once approved, this will be incorporated into the Operating Manual. Note that messes, barrack and transit accommodation management and cleaning including common areas, are not included.

3 NZDF's Objectives

3.1 NZDF's objectives are to:

- a. achieve an FM industry-leading standard of service for the maintenance and management of its Assets and Facilities;
- b. utilise market expertise and innovation;
- c. progressively move NZDF's spend on FM service delivery from Unscheduled to Scheduled Maintenance activities;
- d. ensure that NZDF receives value for money, including minimising NZDF's need to invest in non-core processes;
- e. manage its relationship with the Service Provider using a partnering arrangement;
- f. reduce operating costs through continuous innovation and improvement.

3.2 The overall outcome sought by NZDF is that at all times the integrity of the Assets and Facilities within the Wellington and Tasman regions are operational, compliant and maintained to the current states or achieve a better condition than the current states.

4 Site Locations and Descriptions

4.1 The following map identifies the locations of NZDF sites.



Wellington Region

- 4.2 The Wellington region supports approximately 2000 NZDF Personnel in total, spread across all locations.
- 4.3 There are approximately 260 buildings plus 75 houses spread across all NZDF sites in the Wellington Region. The following tables are an indication of site compositions at the designated facilities and not a comprehensive list of all Assets.
- 4.4 Services are required in the following locations:

Wellington Region	General Site Composition
Trentham Military Camp	Trentham Military Camp (TMC) is located in Upper Hutt approximately 25km from central Wellington. The camp is spread over 28ha and supports the Wellington Regional Support Company, Messines Defence Centre, and Shooting Ranges adjacent to the camp. Also within and adjacent to the camp are 235 buildings dating from 1940's timber clad construction to recently constructed specialist facilities and barrack accommodation. There are 75 houses located externally to the camp.
Joint Forces Headquarters Facility	Located in Upper Hutt adjacent to Trentham Camp; consisting of a three level building, carparking and landscaping, supporting Defence joint operations.
Point Jerningham Ceremonial Site	Located in central Wellington; consisting of two buildings and platform area for performing ceremonial gun salutes.
Olphert Buckle Street Defence Facility	Located in central Wellington; consisting of four buildings and car parking, supporting various NZDF units.
Rongotai Air Movements Facility	Located on the west side of Wellington Airport; consisting of one building and car parking supporting RNZAF air operations.
Freyberg (Defence) House (Leased)	Located in central Wellington; consisting of six levels of office accommodation, supporting NZDF head office functions.
Wigan Street (Leased)	Located in central Wellington; consisting of a small facility for use as the RNZAF Band training area.
Allied Finance House (Leased)	Located in central Wellington; consisting of two levels of office accommodation, supporting NZDF administrative functions.
Defence Careers House (Leased)	Located in central Wellington; consisting of one level of office accommodation, supporting NZDF administrative functions.

Wellington Region	General Site Composition
YDU Facility (Leased)	Located in Upper Hutt in the old CIT complex adjacent to Trentham Camp; consisting of accommodation, lounge and classroom facilities for the Youth Development Unit.
National Service Centre (NSC) (Leased)	Located in Upper Hutt adjacent to Trentham Camp; consisting of two levels of office accommodation, supporting NZDF administrative functions.
HR Service Centre (Leased)	Located in central Upper Hutt; consisting of one level of office accommodation, supporting NZDF administrative functions.

Tasman Region

- 4.5 The Tasman region supports approximately 450 NZDF Personnel in total, spread across all locations.
- 4.6 There are approximately 150 buildings plus 176 houses spread across all NZDF sites in the Tasman region. The following tables are an indication of site compositions at the designated facilities and not a comprehensive list of all Assets.
- 4.7 Tenderers are to note that the details for Dip Flat Training Area are provided for information only and is not to be included in the pricing. The Service Provider will provide unscheduled maintenance services for Dip Flat until the disposal of the site.
- 4.8 Services are required in the following locations.

Tasman Region	General Site Composition
Woodbourne Air Force Base	Woodbourne Air Force Base (WDN) is located 10km from central Blenheim in the Marlborough District. The Base is spread over 28ha and shares the airport and runway facilities with a number of other stakeholders. There are 132 buildings ranging from hangars and engineering workshops to classroom training facilities and barrack accommodation. Also located externally to the Base are 176 houses.
Dip Flat Training Area	Located 105km from Woodbourne Air Force Base at the head of the Wairau River Valley and consisting of 15 buildings and other small structures in a bush setting as a training facility for NZDF personnel.
Nelson Army Centre	Located in Nelson, approximately 107km from Woodbourne Air Force Base and consisting of three buildings and car parking, supporting various NZDF Army units.

5 NZDF Key Drivers

- 5.1 The key drivers for NZDF in the delivery of the Services required are listed below (in no particular order of priority):
- a. Regionalisation approach in the delivery of FM services to optimise efficiencies and economies of scale.
 - b. Continuity of Defence Outputs with a 24/7 response to emergencies or outages requiring an emphasis on the Assets and Facilities that ensure business continuity.
 - c. An aging estate coupled with a lack of recapitalisation requires a Service delivery approach that maximises the life of type of the Assets and Facilities.
 - d. Identifying opportunities to improve the efficiency and effectiveness of Service delivery.
 - e. Service Provider systems for asset maintenance management that integrate with NZDF systems.
 - f. Service delivery that is focused on meeting end-user requirements balanced against NZDF's estate needs and ensuring the operating and compliance integrity of the Assets and Facilities is maintained.
 - g. Ensuring the workplace is safe for everyone.

SERVICE DELIVERY

6 Requirement

- 6.1 There are three key aspects to the overall Service delivery requirement. These are:
- a. Asset Related Outcomes – the main services.
 - b. General Management Outcomes – enablers for the Asset Related Outcomes.
 - c. Overarching Requirements – Business and performance enablers.
- 6.2 Most of the Service delivery requirement is based on Outcomes, not on the specification of processes. However, there are circumstances where NZDF wishes to emphasise an action and/or a specific task process is required by NZDF for operational, functional and/or policy reasons. Where these circumstances exist the specific requirement/task process is described in the Outcome Statements. Supporting the delivery of the Outcomes are a series of overarching requirements. These are the corporate or company level enablers in support of service delivery. These are described later in the Overarching Requirements. section of this SoR.
- 6.3 The Service Provider is required to prepare and implement an Operating Manual to ensure the Service delivery requirement is met and the continued operation of the Assets and Facilities. The manual will describe in detail the tasks, processes and timings that are to be applied, including, but not limited to the following areas;

- a. Completion of Scheduled Maintenance which includes all routine inspections, testing, maintenance, minor repairs, consumables and replacement of parts that can be predicted to be replaced through the life cycle of the Asset.
- b. Completion of Unscheduled Maintenance to cover reactive maintenance and repairs to faults and breakages.
- c. Reporting to NZDF on the operation, completed maintenance, and condition of Assets and Facilities.
- d. Undertaking of Additional Works ordered by NZDF under the Contract.

7 Services In Scope

7.1 FM Services required by NZDF include:

- a. Grassed Areas, Grounds and Roads.
- b. Pest Control.
- c. Range Maintenance.
- d. Buildings and Specialised Facilities.
- e. Mechanical, Electrical, Plumbing Trades and Utilities.
- f. Fire Protection Systems.
- g. Security Systems.
- h. Waste Management.
- i. Working Accommodation Cleaning and Hygiene Services.
- j. Building and Resource Compliance Management.
- k. Asset and Data Management.
- l. Customer Client Services.
- m. Project Management.
- n. Contract Administration.

8 Services Out of Scope

8.1 Services not required by NZDF under this requirement are:

- a. Alarm Monitoring.
- b. Hospitality, Catering and Bar Services.
- c. Messes, Barrack and Transit Accommodation Management and Cleaning.
- d. Laundry and Dry Cleaning Services.
- e. Security Guard Staffing.

- f. Communications and Data Reticulation/Cabling between buildings.

9 Outcomes

- 9.1 There are twelve groups of Outcomes within the scope of the requirement. The Outcome statements for each group and region are provided at **Annex B-1** and **Annex B-2**.
- 9.2 Groups 1 to 10 are Asset Related Operational Maintenance Outcomes and are generally described as follows:
- a. **Operational Maintenance** - Operational maintenance consists of those activities performed so as to maintain the Assets and Facilities and their associated systems, plant and equipment components in working order, maintain their present level of functionality, aesthetics and safety, and conforms with all applicable regulations, policies and standards. Operational Maintenance is further broken into two components of:
- (1) **Scheduled Maintenance** (Outcome Groups 1-9) including but not limited to performing maintenance that ensures Assets and Facilities remain in a state of compliance and operational readiness, including all routine inspections, testing, maintenance, consumables and replacement parts that can be predicted to be replaced through the life cycle of the assets. The actual carrying out of individual Scheduled Maintenance activities is covered in the applicable Asset Related Outcomes (Groups 1 – 9).
 - (2) **Unscheduled Maintenance** (Outcome Group 10) includes those maintenance activities required from the Service Provider to facilitate repairs and rectify unexpected failures thus returning the Assets and Facilities to the state of operational readiness. Unexpected failure includes, but is not limited to, accidental damage, vandalism, adverse weather conditions and acts of nature.
- 9.3 The Service Provider's Representative and NZDF's Representative will work together to identify and establish appropriate performance measures for the Operational Maintenance Outcomes.
- 9.4 The Operational Maintenance model and associated management rules are described at Section 11.
- 9.5 Outcome Group 11 covers Additional Works. The management rules for these works are described at Section 12.
- 9.6 Outcome Group 12 covers General and Management requirements and generally apply across the other 11 groups of outcomes.
- 9.7 The Outcomes have been described separately for convenience but are not independent of each other.
- 9.8 A summary of the outcome groups is provided in the following table.

Group	Group Heading	Description
1	Grounds	All grassed areas, grounds, gardens, roads, pest control, sports fields, training courses, airfield maintenance and range maintenance.
2	Buildings	All buildings, houses and specialised structures including Wharves, Aircraft Hangars, Ammunition

Group	Group Heading	Description
		and Storage Houses.
3	Mechanical	Boilers, reticulated heating systems, HVAC, air extraction systems, refrigeration, compressed air systems, lifting equipment, industrial doors, generators and fuel management.
4	Electrical	High voltage networks (11,000 & 400 volt), electrical installations (50 & 60 Hz), lighting systems, generators, UPS, earth bonding systems and airfield lighting systems.
5	Plumbing	Water supply, storage and treatment systems, wastewater/tradewaste drainage and treatment systems, stormwater drainage systems, gas reticulation, gas heating and swimming pool maintenance and management.
6	Fire	Fire protection systems including fire mains and hydrants, fire detection and alarm systems, sprinkler systems, gas flood systems and fire extinguisher maintenance.
7	Security	Security systems including access control, intruder detection, closed circuit TV and the maintenance of all fences, gates and barriers.
8	Waste	Management of waste in all its forms including recycling, storage and disposal.
9	Cleaning	Cleaning of all working accommodation Assets and Facilities including provision of hygiene services and consumables.
10	Unscheduled Maintenance	Unscheduled Maintenance includes those maintenance activities required from the Service Provider to facilitate repairs and rectify unexpected failures thus returning the Assets and Facilities to the state of operational readiness. Unexpected failure includes but is not limited to accidental damage, vandalism, adverse weather conditions and acts of nature.
11	Additional Works	The Service Provider may be required to develop and deliver project works of variable scope. To support this capability the Service Provider is required to provide a range of Services including, but not limited to, architectural, structural, geotechnical, mechanical, environmental design, along with cost management, project management and construction services. Project requirements will be generated as part of the Additional Works programmes Service Provider
12	General and Management	Building and Environmental Compliance and other general management and operating outcomes.

9.9 The outcomes for Group 12 include a range of general management and service requirements. The following is a description of the Group 12 Outcomes:

- a. **Building Compliance Management** – At all times the Assets and Facilities are fit for purpose and compliant with regards to the requirements of the Building Act. This includes the performing of building warrant of fitness inspections and audits of all the Designated Facilities by appropriately qualified persons, to ensure compliance with the Building Act. It will also require the reporting on any aspect of the Designated Facilities that do not meet the regulatory compliance requirements.
- b. **Environmental Compliance Management** – The NZDF Estate is required to operate in compliance with the Resource Management Act. All resource consents and permits are to be regularly monitored, audited and reported on by the Service Provider using the CS-VUE web based resource monitoring tool to provide NZDF with assurance that they are current and are being operated in a compliant manner. The Service Provider is also required to assist with the development and implementation of management plans where required.
- c. **Asbestos Monitoring** – NZDF has an aging estate with asbestos in its various forms being present in approximately 10% of all Assets and Facilities. The identification, testing and reporting on all forms of asbestos is to be provided by the Service Provider in accordance with required legislation and the NZDF Asbestos Register.
- d. **Asset Management** – The Service Provider will be required to provide advice to, and work with NZDF on asset maintenance and management processes and practices. Refer to **Annex C** Asset Management Process and **Annex D** Asset Development Chart for clarification on the involvement and effort to be provided by the Service Provider.

The Service Provider will be expected to provide:

- (1) Advice on maintenance planning to maximise the life of Assets.
 - (2) Ongoing advice and appraisals of Asset condition.
 - (3) Five year maintenance plans.
 - (4) Comprehensive reporting on asset performance.
 - (5) Input into the development of NZDF's Planned Maintenance Programme(s).
- e. **Data Management** – This includes the management and maintenance of all data records that are generated/required in the delivery of the Services or created in the management of the Assets and Facilities. All data records are to be readily accessible to the NZDF and in a format that facilitates a complete understanding of the information. Plans, operating and maintenance manuals, records of plant/equipment, financial data, environmental monitoring and 'as built's are to be current. Data held by the Service Provider, is to be maintained in a format that can be easily transferred to NZDF Asset data system (SAP Plant Maintenance module for textual data and AutoCAD for spatial data).
 - f. **End User Client Services** - A Service Centre is to be established to be the first point of contact for all Service requests. The Service Centre shall be operable twenty-four hours a day seven days a week. A full audit trail is to be available for each service request detailing response time and/or action taken. Service response times are detailed later in this SoR.

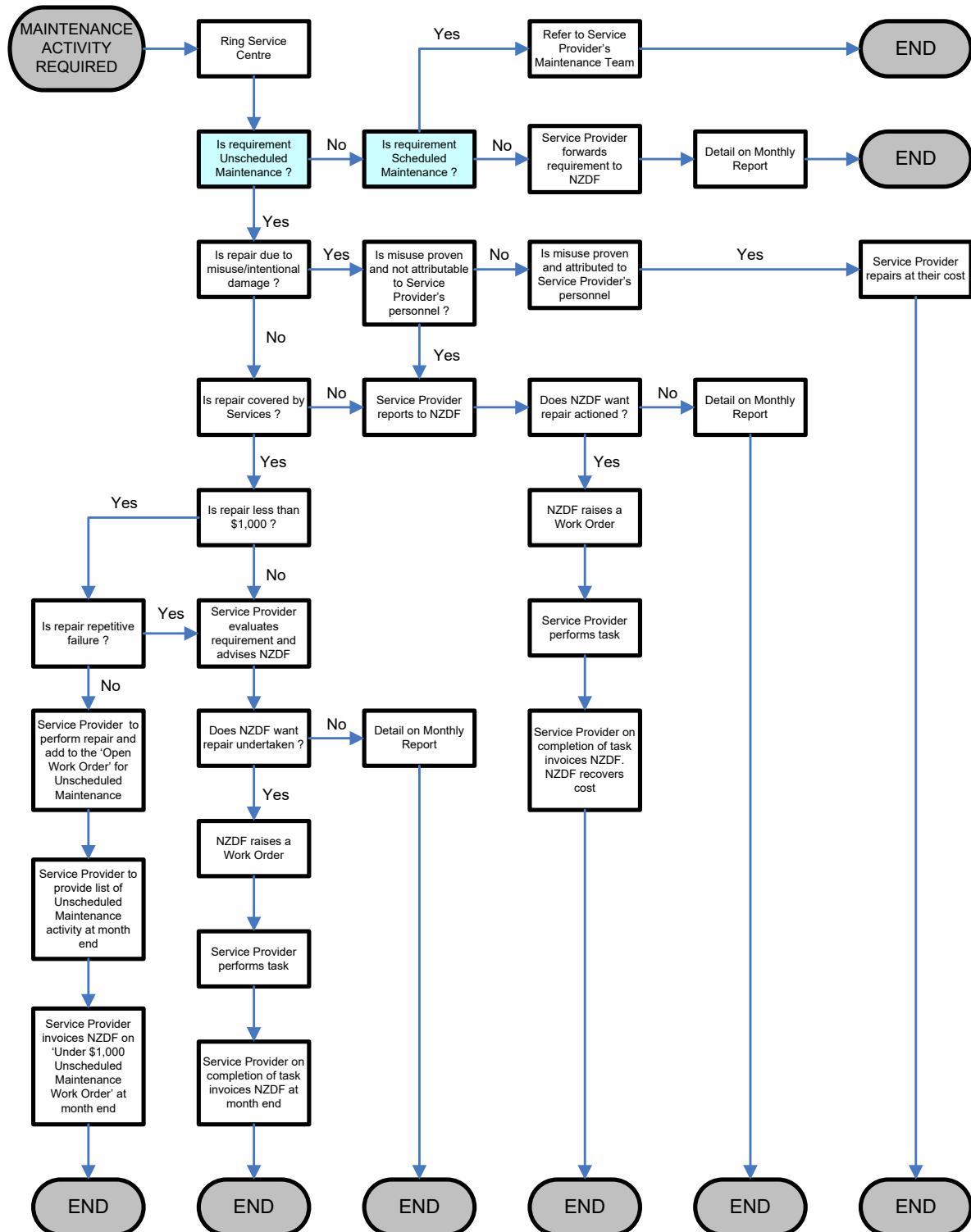
- g. **General Contract Management** – Covers all those activities of an administrative, overhead, planning and management nature required to ensure the Services are delivered in accordance with the NZDF's requirements. The NZDF wishes to approach the management and relationship through the development of a close Partnering relationship with the Service Provider. NZDF sees the successful management of the contract, both at head office and site/regional levels, as requiring the involvement, on the part of both parties, of personnel who have extensive expertise in FM industry and related contract management. To this extent the Service Provider would be expected to employ and utilise resources who have such knowledge and experience to ensure the success of the Contract.
- 9.10 Maps and asset lists are provided at Annexes E and F in support of the outcomes. The information is provided to assist the Service Provider to identify the general application of the outcomes in order to understand the likely nature and extent of activity required. The information, however, does not limit the application of the outcomes.

10 Operating Manual

- 10.1 The Service Provider shall produce an Operating Manual. The Operating Manual will describe in detail all maintenance plans, methods, tasks and processes to be performed by the Service Provider along with their respective timings, in order to meet the Service delivery requirements. For Scheduled Maintenance requirements, this shall include detailing maintenance actions for each key system and associated plant, equipment and components, as well as cleaning activity schedules.
- 10.2 For Unscheduled maintenance and Additional Works activities the Operating Manual shall detail methodologies and processes to be applied to achieve the required outcomes.
- 10.3 From the detail in the Operating Manual, the NZDF shall be able to confirm that maintenance plans/actions will achieve the outcome requirements, allow the Service Provider's maintenance activities to be validated for the purpose of performance audit and provide sufficient detail so as to allow NZDF to maintain the facilities for a period of time if operational reasons require. The Operating Manual shall be a working document and require updating as changes to the Services occur. The Service Provider is to provide updated versions of the Operating Manual annually, or as required by NZDF.
- 10.4 Any outcomes that are not delivered in accordance with the Operating Manual must be remedied as soon as practicable, and at no cost to NZDF.
- 10.5 The Service Provider shall present the completed Operating Manual to the NZDF's Representative for approval prior to the end of the six month Transition-In period.

11 Operational Maintenance Model

11.1 The following flowchart outlines the process model for the Operational Maintenance and repair of Assets:



- 11.2 The Service Provider will be responsible for the day-to-day maintenance, Repair and upkeep of the Assets and Facilities in accordance with the Operational Maintenance Model.
- 11.3 Scheduled Maintenance will be performed in accordance with the Outcomes and the Operating Manual. The cost of Scheduled Maintenance is a fixed fee within the Contract price. Except as detailed otherwise, the cost of Scheduled Maintenance will include (whether specifically mentioned or not) all items of a consumable nature or those materials requiring replacement on a routine basis as part of performing the Scheduled Maintenance activities.
- 11.4 Where Unscheduled Maintenance is included in the scope of the Contract and has an estimated cost of up to \$1,000.00 (excluding GST), the Service Provider will carry out the work in accordance with the Contract, without reference to NZDF, and having due regard for NZDF budget forecasts. The Service Provider will record and claim for the work against the 'under \$1,000.00 Unscheduled Maintenance Works Order'.
- 11.5 Where an Unscheduled Maintenance task is estimated to cost greater than or equal to \$1,000.00 (excluding GST), the Service Provider will refer the task to NZDF's Representative to determine if the work is to be carried out. If the work is agreed to be carried out, a separate Works Order will be raised by NZDF and the Service Provider will identify the Works Order number when submitting a claim for the work performed.
- 11.6 The cost of Unscheduled Maintenance Works will be calculated using agreed Working Rates and Charges as detailed in the Contract.
- 11.7 In support of each claim for Unscheduled Maintenance the Service Provider is to provide a comprehensive breakdown of the total cost (inclusive of time and labour by trade, materials, plant and sub-contractor costs) of each task performed.
- 11.8 Where an Asset or Facility requires substantial or recurring Repairs, the Service Provider will advise NZDF's Representative of the circumstances. NZDF will then determine if the Asset is to continue to be maintained or placed on NZDF's Planned Maintenance Programme or other programmes, to be managed or replaced.
- 11.9 All requests for the Repair of an Asset will go to the Service Provider's Service Centre. The Service Centre will then determine the appropriate action for the management of the request for repair in accordance with the Operational Maintenance Model, along with the appropriate response times for managing the repair.
- 11.10 Where a request for repair is outside the scope of the Operational Maintenance Model the Service Provider will complete an assessment and estimate of cost of the Repair required and advise NZDF's Representative. NZDF's Representative will then determine the appropriate action for the item.
- 11.11 Response times for the provision of Operational Maintenance that the Service Provider will conform to are listed below:

Level	Description	Response
Level 1 - Emergency	Emergency: - Immediately actioned, made safe, and completed as soon as possible. - The failure will compromise health, safety, security and will inhibit NZDF's ability to deliver its outputs. - Takes priority over all other work for that trade. - NZDF's Representative is to be informed of the work immediately and kept informed of progress.	- No more than one hour to respond and make safe. - No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 2 – Urgent	Urgent: - The failure will compromise health, safety, and security, and will reduce the efficiency of NZDF's ability to deliver its outputs. - Takes priority over all other work for that trade except Emergency tasks. - NZDF's Representative is to be informed of the work immediately and kept informed of progress.	- Responded to and made safe in no more than three hours. - No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 3 – Routine (Category I)	Routine (Category I): The failure will not compromise health, safety, and security, but will affect NZDF's ability to deliver its outputs if not attended to.	- Responded to within 48 hours. - No more than 10 Working Days to complete unless agreed to by NZDF's Representative
Level 4 – Routine (Category II)	Routine (Category II): The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to.	- Responded to within five days. - No more than 10 Working Days to complete unless agreed to by NZDF's Representative.
Level 5 – Routine (Category III)	Routine (Category III): - The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to. - If it is inefficient to respond to it as a separate task and it may be more efficient to group it together as part of other work that is occurring in that location within the month of the issue being reported.	Responded to and completed within 30 days unless agreed to by NZDF's Representative.

12 Additional Works

- 12.1 Additional work is outlined in Outcome statement 11. NZDF will offer to the Service Provider project design, development, management and/or delivery services for works encompassing Planned Maintenance, Minor New Works and Capital Works, which are generally of the nature of upgrade, refurbishment or development activities, and collectively described as Additional Work. This will be offered if the value of each project is estimated to cost less than \$250,000.00 (excluding GST) and is of a similar nature to the Services provided under the Contract, providing a contract with another Service Provider is not in place.
- 12.2 NZDF's intent is to have the Service Provider involved in the planning, design and delivery of such Additional Works to help ensure a 'whole of life' and maintenance practicality approach to the Assets and Facilities. The provision of Additional Works also provides the ability to access work that can be delivered complementary to, and therefore improve the utilisation of, trade capabilities required to be held by the Service Provider to meet Operational Maintenance activities, to the benefit of both parties.
- 12.3 While there are no specific requirements on how the Service Provider resources the delivery of assigned Additional Works, NZDF's anticipates that the decision on the extent to which in-house capabilities and/or third party subcontractors are used will be balanced so to achieve the best overall outcome for NZDF in terms of ensuring projects are delivered to an appropriate standard and quality, meet required time frames and represent value for money to NZDF.
- 12.4 NZDF retains the right to market test and/or employ alternative Service Providers to undertake any Additional works. Where NZDF chooses to procure the services through a formal tender process, the Service Provider will be invited to provide an offer.
- 12.5 **Design Services:** The NZDF shall define the scope of the design requirement along with any applicable user requirement or briefing documents. The Service Provider shall provide design services using either their own staff or through established relationships with recognised and approved/qualified Service Providers of technical design services.
- 12.6 The cost of any Service Provider's involvement in managing or co-ordinating design work will be calculated using the Project Manager labour rate from the Working Rates and Charges. Where the Service Provider utilises a third party sub contractor, the cost for these design services will be charged as for design sub contractors in the Working Rates and Charges.
- 12.7 Where design work is required to support the development of future projects, the requirement will be covered by a separate Work Order.
- 12.8 The Service Provider shall provide to the NZDF the methodology for selecting sub-contracted design services so as to ensure that NZDF obtains value for its spend, receives services of an appropriate quality/standard and has visibility of the likely charges/rates to be applied. The methodology, once agreed to by NZDF, shall form part of the Operating Manual.
- 12.9 **Project Delivery** (includes Estimation, Project Management and Delivery): NZDF shall confirm the design, drawings, diagrams, standards and like required. The Service Provider shall provide a firm estimate of costs for the delivery of Additional Works which shall include all elements required for the successful delivery of the requirement. The cost of preparing the estimate will be considered an overhead cost and will not be reimbursable. For Project Work that is valued at over \$100,000 (excluding GST), the Service Provider shall engage an independent quantity surveyor to provide NZDF with cost surety of the firm estimate. Quantity surveying services will be charged as for subcontractors and paid for by NZDF through a separate Works Order.

- 12.10 The cost of Additional Works shall be calculated using the Works Labour rates and Other Charges in the Price Schedule, or better. Where the Service Provider provides only project management services and sub-contracts the main delivery of the project work to a third party, the Service Provider is to obtain a minimum of three quotes for the subcontracted delivery works. The quotes along with a written recommendation are to be provided to the NZDF's representative as part of the cost estimate submission. The Service Provider shall provide to NZDF its methodology for costing and evaluating of subcontractor quotes. The methodology, once agreed to by NZDF, shall form part of the Operating Manual.
- 12.11 The Service Provider will be responsible for providing all site and project management services necessary to ensure works are completed in a timely, safe, efficient and effective manner. The cost for management of the Additional Work outputs will be included within the annual cost for the overall outcome and is not separately chargeable. The extent of these activities includes, but is not specifically limited to, cost estimation and tendering overall programme co-ordination and activity management, safety and compliance management, reporting and administration.
- 12.12 The cost for day to day project management and site supervision of assigned projects will be deemed to be included in the Works Labour Rates and Other Charges. Where the Service Provider uses the Works Labour Rates for Additional Works they may nominate in the Price Schedule an additional margin on those rates to cover associated project management costs. Where the Service Provider subcontracts project works, any project management and supervision costs are deemed to be included in the nominated sub-contract margins nominated in the Price Scheduled.
- 12.13 Where the Service Provider, at their own discretion, nominates to carry out any works outside normal Working Hours then no additional fee will be paid by NZDF.
- 12.14 All Additional Works and associated costings accepted by NZDF for delivery will be confirmed with a Works Order issued in writing under the terms and conditions of the Contract. These instructions will include:
- a. A description of the works required, including any drawings, diagrams or design work necessary to accurately complete the task.
 - b. Stipulation of any standards required to be followed and any guarantees or warranties in relation to the Services provided.
 - c. Identification of any time periods for construction and maintenance required (if applicable) and what if any retention may be held.
- 12.15 All services within trenches, under slabs and within ceiling spaces and wall frames are required to be inspected by NZDF prior to closing in or backfilling. Regular inspections will also be held jointly between the Service Provider and NZDF's Representative to check on interim project progress and compliance with safety plans.
- 12.16 The Service Provider will advise NZDF's Representative when each task has been completed, whereby they will jointly inspect the works to identify any defects or outstanding works requiring rectification or completion. This inspection process will be repeated at regular intervals until NZDF is satisfied that all work has been satisfactorily completed, at which time a certificate of completion will be issued in writing by NZDF's Representative.
- 12.17 The undertaking of Additional Works is not to impact adversely on the delivery of Operational Maintenance or any other Service that is supplied as part of this Contract. Additional Work may only be offered once the Service Provider has provided an assurance they have adequate resources to meet the contracted Outcomes in conjunction with undertaking any further work.
- 12.18 Invoicing for Additional Work will be as per the Claims Procedure clause as specified in the Contract. NZDF are also implementing a paperless invoicing system. This will require the

Service Provider to work with NZDF to develop and implement reciprocal systems that support this new initiative.

13 Ordering of Works

- 13.1 NZDF reserves the right not to action any item of Work, and may during the period of the Contract employ a third party to carry out the work where:
- a. the Service Provider, in the opinion of NZDF's Representative, is unable to complete the work within the required time frame (having regard to the programme of work with due consideration to scope and complexity); or
 - b. the nature of works required is, in the opinion of NZDF's Representative, outside the scope of activities and expertise routinely provided by the Service Provider under this Contract; or
 - c. the Service Provider has failed to meet any of the performance or reporting requirements of the Contract; or
 - d. funding constraints; or
 - e. a change in need (such as base/camp closure, decommissioning of a facility, or alteration to a facility function) arises.

14 Works Programmes

- 14.1 **Planned Maintenance Programme:** The primary source of Additional Works projects will be from NZDF's Planned Maintenance Programme. As soon as possible after 01 July each year, NZDF will make available to the Service Provider the relevant part of the Planned Maintenance Programmes for that financial year, and to the extent possible the following financial year period, including identifying those projects that may be delivered by the Service Provider as Additional Works under this Contract.
- 14.2 The Service Provider may recommend in writing, together with evidence that justifies its inclusion, a new Planned Maintenance project requirement. If NZDF agrees, then NZDF may add that item to its Planned Maintenance Programme and prioritise that work for delivery with the Service Provider.
- 14.3 Where an asset or facility is included in NZDF's Planned Maintenance Programmes, and regardless of the proposed method of project delivery, the Service Provider will ensure that any Repair performed on the asset takes into account the nature and extent of the Planned Maintenance Programme tasks.
- 14.4 **Capital Works** Programmes are centrally prioritised and funded by NZDF. Once funded, NZDF shall advise the Service Provider of any capital works projects that may fit within the Additional Works requirements and discuss and agree on delivery.

15 Damage, Vandalism and Theft

- 15.1 The Service Provider will advise NZDF in writing of all damage, vandalism or theft to any asset or facility as soon as the Service Provider becomes aware of it.
- 15.2 If any damage, vandalism or theft occurs and it is not attributed to the Service Provider's Personnel, the cost of Repair or replacement will be met by NZDF. NZDF may arrange for the Repair or replacement itself or request the Service Provider to carry out the Repair.
- 15.3 Any damage, vandalism or theft to NZDF's Assets and Facilities attributed to the Service Provider's Personnel will be repaired or replaced by the Service Provider at no cost to NZDF.

Repairs or replacement of NZDF's Assets and Facilities must be completed within five Working Days of written notification by NZDF to the Service Provider or commenced within a timeframe acceptable to NZDF.

16 Materials and Workmanship

- 16.1 Unless specifically instructed or approved by NZDF's Representative, all consumables, spare parts and materials provided by the Service Provider will be new, and where applicable, comply with relevant New Zealand standards, be manufacturer compliant and not negate any manufacturer's warranties or guarantees.
- 16.2 Consumables, spare parts and materials required to carry out any works completed under this Contract will be supplied by the Service Provider unless otherwise required by NZDF's Representative.
- 16.3 The cost of consumables, spare parts and materials for Services supplied by the Service Provider will be in accordance with the agreed terms, rates and charges as stipulated in the Contract.
- 16.4 All Services will be carried out in a tradesman like manner and in accordance with the manufacturer's recommended procedures. NZDF will provide any necessary as-built and operating information relating to any asset or facility, to the extent these details are available.
- 16.5 The Service Provider will provide all equipment, tools, testing apparatus, plant, equipment machinery and transport as necessary to carry out the Services.
- 16.6 Except as detailed below, the cost of the Service Provider's equipment, tools, testing apparatus, plant, equipment and machinery and means of transportation and the like are included in the rates and charges for Unscheduled Maintenance and Additional Works. Items that may be charged in addition to these rates include:
 - a. mobile construction machinery (cranes, excavating equipment, tractors etc) but not cars, vans, utilities and trailers; and
 - b. specialist equipment that would not normally be held by the Service Provider.
- 16.7 The charges for Scheduled Maintenance will include all of the Service Provider's equipment, tools, testing apparatus, plant, equipment and machinery and transport of whatever nature required to deliver the required Services.

17 Plant, Services and Equipment Shutdowns

- 17.1 The Service Provider will plan and execute the Services so that interference with NZDF activities on and adjacent to the Assets and Facilities is kept to a minimum and to comply with all reasonable requests from NZDF's Representative.
- 17.2 Where the Service Provider requires to shutdown plant, Services or equipment to carry out any Scheduled Maintenance and other work activities then the prior approval of NZDF's Representative is required. The Service Provider will request such approval in writing and not less than two weeks before the intended shutdown. The request for approval will include:
 - a. Details of the intended shutdown.
 - b. The timing and duration of the intended shutdown.
 - c. A brief description of the consequences of the intended shutdown.

d. A continuity plan in the event of exceeding the agreed time to complete the works.

17.3 NZDF's approval in granting a shutdown will not be unreasonably withheld.

17.4 Where plant, Services or equipment shutdowns are required to be carried out for emergency or urgent priority Unscheduled Maintenance, the shutdown is to be co-ordinated with NZDF's Representative at the time of the requirement.

18 Hours of Work

18.1 All Services will generally be carried out during normal Working Hours (0730hrs to 1700hrs Monday to Friday). The Service Provider will be prepared and able to provide the Services 24 hours a day, seven days a week. Charges for Scheduled Maintenance include all costs for carrying out the Services at the times and frequencies as necessary to meet the requirements in the Outcomes and Operating Manual.

18.2 Additional costs for working outside normal Working Hours will only be paid for if approval to do so has been granted by NZDF's Representative.

18.3 Where the Service Provider, at their own discretion, decides to carry out any Services outside normal Working Hours then no additional fees, rates or other charges will be paid by NZDF.

19 Disposal of Waste Materials

19.1 Waste materials generated in performing the Services are to be promptly removed from the site and taken to an approved landfill/waste management facility. Costs associated in the disposal of waste material are included in the cost of performing the work. Hazardous waste will be managed separately and in accordance with processes stipulated elsewhere in the Contract.

OVERARCHING REQUIREMENTS

20 Relationship Management

20.1 NZDF and the Service Provider will jointly adopt partnering concepts into their relationship to promote efficient communication and joint problem solving to ensure the Contract operates smoothly and customer service is maintained at a high level.

20.2 The relationship will be based on openness, trust and good faith and will require the development of a Partnering Charter.

20.3 NZDF envisages a tiered regionalised management structure for the FM Contract to ensure communications and responsibilities are maintained at the appropriate level at all times. The proposed tiered levels of management are as follows:

- a. Corporate Level – for resolving escalated issues, involvement in Partnering relationships and formal review meetings of the Contract.
- b. Operational Level – for daily relationship management, overseeing the delivery of Services, routine administration, auditing and reporting to all principal and secondary sites within the Region.

21 Security

- 21.1 Security is a paramount concern for NZDF and its operations both within New Zealand and overseas. The outputs that NZDF provides to the Government of New Zealand are of national importance and at times politically sensitive. Certain military facilities, equipment and information must be controlled in a manner that ensures it is contained for Defence purposes only. Other nations that have treaties with New Zealand also expect a level of security to be maintained to ensure a level of trust that enables the sharing of information, equipment and facilities.
- 21.2 Accordingly, NZDF requires that all the Service Provider's Personnel (including employees, subcontractors and other representatives) requiring access to the Assets and Facilities, or information relating to the Assets and Facilities or the Services, undergo a security clearance screening and the Service Provider be registered with the Defence Industry Security Programme (DISP).
- 21.3 NZDF reserves the right to refuse entry to the Assets and Facilities or access to information to any person who:
- a. declines to undergo security clearance screening,
 - b. fails to obtain security clearance,
 - c. commits an offence that results in the individual losing their security clearance, or
 - d. fails to comply with NZDF's security requirements.

22 Reporting

- 22.1 The Service Provider will provide to NZDF the following reports:
- a. **Daily:** Where any event involving emergency callouts, serious work accidents or Resource Management Act incidents, security breaches, and/or work where Service is likely to be adversely affected (e.g. kitchen boiler or equipment unable to be repaired affecting kitchen output).
 - b. **Monthly:** Provide within five Working Days of each calendar month following the reporting month - an operational level report detailing but not limited to:
 - (1) Any new defects that require NZDF's decision and/or action and details of any defects for which such decision and/or action is outstanding.
 - (2) Trend analysis of selected key details provided for the preceding three months.
 - (3) Key Performance Indicator's (KPI's) performance.
 - (4) Performance against the Outcomes.
 - (5) Additional Work completed.
 - (6) Occupational Safety and Health issues.
 - (7) Waste recycling volumes.
 - (8) Other issues reported during the period.

- (9) Estimated life of assets and any proposal for inclusion in NZDF's Planned Maintenance Programme.
 - c. **Quarterly:** Provide within 10 Working Days of each calendar month following the reporting month - an operational level summary report on Environmental compliance, detailing but not limited to:
 - (1) Instances of non-compliance and environmental incidents
 - (2) Details of records or reports submitted to Territorial Authorities.
 - (3) Maintenance of structures or contract features,
 - (4) A summary of changes to the Environmental Management Plan,
 - (5) An outline of any audits undertaken and their outcomes; and
 - (6) Any other relevant environmental matters.
 - d. **Bi-annual:** Provide within 10 Working Days following the end of the six month reporting period - a corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Trend analysis of selected key details provided for the preceding six months.
 - (2) Resource Management Act breaches, test results and reports.
 - (3) Occupational Safety and Health incidents.
 - (4) Training undertaken during the period and what training is planned for the next period.
 - (5) Summary of Repairs undertaken.
 - e. **Annual:** Provide within 20 Working Days of the anniversary of Contract start date - a corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Any changes to the Quality Plan.
 - (2) Any changes to the Business Continuity Plan.
 - (3) Performance against the annual Business Plan for that operating year and a review on the previous year's performance.
 - (4) The completed KPI Balanced Scorecard.
 - (5) Matters relating to the resource consents maintained by the Service Provider on behalf of NZDF.
 - (6) Occupational Safety and Health incidents.
 - (7) Estimated life of assets and any proposals for inclusion in NZDF's Planned Maintenance Programme.
- 22.2 Monthly, bi-annual and annual reports are to be provided to the for comment before formal submission of the reports to the NZDF Representative. Partnering meetings will be convened for the formal presentation of Bi-annual and Annual Reports.

23 Annual Business Plan

- 23.1 The Service Provider will provide an annual Business Plan for the next year, detailing any required and/or proposed changes to the preceding year's Business Plan (in the format provided by NZDF) and detailing but not limited to:
- a. An executive summary and overview of the Contract relationship.
 - b. Proposed changes and investments in plant, equipment and resources serving the Contract.
 - c. Proposed changes in staff, training, management and processes.
 - d. Proposed changes to the KPI indicators.
 - e. Proposed variations to the Contract.
 - f. Proposed opportunities for improvements, innovation and added value.
- 23.2 The annual Business Plan will be formally presented and discussed at the Annual Review meeting.

24 Management of nominated sub-contractors

- 24.1 NZDF may specify nominated sub-contractors for specific areas of work. The Service Provider is required to manage them on behalf of NZDF and include the nominated Sub-contractors costs in the Contract price.
- 24.2 The Service Provider is to manage the nominated sub-contractors on the same terms and conditions as for other sub-contractors employed by the Service Provider. At the end of the nominated Sub-contractors contract term, NZDF and the Service Provider will review the contractual relationship.

25 Business Continuity Plan

- 25.1 The Service Provider will develop a Business Continuity Plan (BCP) for submission to NZDF's Representative for approval, no later than two months after the contract Commencement Date.
- 25.2 The BCP is to include, but is not limited to the following details:
- a. Overall description of the Base/Camp infrastructure.
 - b. Location of all major utility networks, backup systems and access control.
 - c. The operation, control and management of all utility networks and backup systems.
 - d. Contingency plans/resources in the event of failure of the backup systems.
 - e. Emergency event actions, procedures and priorities to be followed.
 - f. Emergency points of contact.
- 25.3 The Service Provider will conduct annual testing of the BCP and submit the results in a report to NZDF's Representative.
- 25.4 The Service Provider is to amend the BCP as a result of lessons learnt from the annual testing and submit the amended plan for inclusion in the annual report.

26 NZDF Crest

26.1 The Service Provider may use approved NZDF Crests on the following aspects of its operations that are used in direct relation to this Contract:

- a. Service vehicles.
- b. Signage.
- c. Stationery.
- d. Staff uniforms.

27 Insurances

27.1 The Service Provider is required to provide evidence of insurance cover in accordance with the following minimum amounts before the Commencement of the Contract:

- a. General Liability \$20 million.
- b. Product Liability \$10 million.
- c. Motor Vehicle (Third Party) \$10 million.
- d. Professional Indemnity \$5 million.
- e. Statutory Liability \$2 million.

28 Performance Bond

28.1 The Service Provider is required to provide a Performance Bond of \$500,000 before the Commencement of the Contract.

29 Performance Measurement and Reward

29.1 Managing the performance of the Contract is essential to ensure the required Outcomes, compliance and value for NZDF is achieved. It also enables an assessment of the Service Provider's performance against key criteria to ascertain the actual level of performance. NZDF have therefore implemented systems to enable Contract performance to be measured and rewarded.

29.2 The performance measurement system in the Contract is based on a Key Performance Indicator (KPI) Balanced Scorecard. The scorecard is completed monthly at the operational/site level and will be reviewed six monthly at the corporate level as part of the Contract Partnering and Annual Review meetings.

29.3 The KPI Balanced Scorecard enables NZDF to compare or benchmark its Service Providers across all similar contracts where the KPI Balanced Scorecard is used.

29.4 The performance reward system in the Contract is based on a 'Profit at Risk' mechanism. This requires the Service Provider to specify the annual profit margin that it wishes to earn and to have a portion of that margin 'put at risk' and which is tied to the performance measurement system.

29.5 The 'at risk' profit margin portion is determined for award or otherwise during the six monthly Contract Partnering meetings.

29.6 The parties agree that the portion of profit margin at risk represents in part the value to NZDF of proper performance of the Services and where the Service Provider is not paid any

of the profit margin at risk, the amount not paid represents the reduced value to NZDF of the Services.

- 29.7 The actions taken with regard to the profit margin at risk do not overrule the provisions set out in the Non-Compliance clauses or any other provision in the Contract.
- 29.8 The Service Provider may only add the profit margin portion that is not at risk to its invoices for the fixed fee (Scheduled Maintenance) components of the Services prescribed in the Contract. For any work awarded to the Service Provider that is Additional Work or Unscheduled Maintenance, the Service Provider is to invoice NZDF using the total profit margin amount specified in the Contract.
- 29.9 The profit margin at risk mechanism will not apply to project work.
- 29.10 NZDF's and the Service Provider's Representatives will jointly manage performance measurement.

30 Safety Compliance

- 30.1 NZDF has a heads of agreement in place with SiteSafe New Zealand Incorporated to help ensure an appropriate safety standard for all NZDF staff, contractors and sub-contractors involved in construction and maintenance activities on NZDF sites.
- 30.2 The Service Provider is required to be SiteSafe accredited before physical works are conducted on NZDF sites.
- 30.3 The Service Provider will ensure that all their direct employees and any sub-contractors and their direct employees, undertake Site Safe Passport training as a standard entry to NZDF construction sites.
- 30.4 The Service Provider's Personnel are to hold Site Safe Accreditation and that 'Gold Card' accreditation is held by the Service Provider's Personnel as appropriate and the Service Provider's Personnel comply with the safety standards outlined in the Site Safe Passport;
- 30.5 The Service Provider is to produce a site specific safety plan covering all work activities across all sites covered by the Contract. The site safety plan is to be submitted to NZDF for approval prior to the commencement of the contract and is to include processes for managing all their Personnel requiring access to NZDF sites in relation to the Services or other work activities.
- 30.6 The Service Provider's site specific safety plans are to be reviewed annually.

31 Quality Management

- 31.1 NZDF intend to carry out checks on the Services carried out by the Service Provider as part of ensuring quality and due diligence. In the majority of instances NZDF will use in-house staff to perform this function. Quality assurance checking will take a variety of forms and will include but not be limited to the following:
- a. Forecasted checks of Scheduled Maintenance activity to verify that it is being performed and that the Outcomes are being delivered.
 - b. Random and unforecasted spot checks on systems, processes and plans required in the carrying out of the Services.
 - c. Spot checks of Unscheduled Maintenance activity performed.
 - d. Safety checks on maintenance activity and project work.

- e. Auditing of maintenance activity by independent specialist third parties.

31.2 NZDF requires the Service Provider to have processes in place to ensure:

- a. A system of continuous improvement in the delivery of Services using ISO 9001 or other proposed system, and
- b. Continuity of supplied Services.

32 Sustainability

32.1 NZDF is committed to improving the sustainability of its business operations, thereby ensuring the NZDF outputs to the Government and the people of New Zealand are delivered in a responsible, effective and efficient manner. The Service Provider undertakes to support NZDF in this initiative.

32.2 The Service Provider also undertakes to prioritise the reducing, reusing and recycling of resources to support NZDF in improving the sustainability of all business practises throughout the life of the Contract. In the delivery of the Services the Service Provider is to consider:

- a. Strategies to avoid unnecessary consumption and manage demand;
- b. Environmental impacts of the Services over the whole of life of those Services;
- c. Social aspects including sustainable supply chains issues and relevant industrial and environmental regulations, and
- d. Resources being used to their fullest potential and waste (in all forms) being minimised.

33 Employment of Staff

33.1 The Service Provider is to take into account such issues as employee rights and conditions, corruption, unfair competition, occupational safety and health and ethical behaviour in the employment of staff and the delivery of the Services.

33.2 NZDF recognises that staff are a key resource to the effective delivery of an organisation's outputs. Well trained and valued staff can have a beneficial effect on the successful delivery of services. This is achieved through attracting quality skilled workers, fair and reasonable conditions of service, the retention of skills and corporate knowledge, and ongoing training and awareness of changes in industry.

34 Vulnerable Employees

34.1 The cleaning Services include a specified category of employees who have been given certain protections under the Employment Relations Act 2000 ("Vulnerable Employees"). The Service Provider will be required to employ all Vulnerable Employees who elect to transfer on the same terms and conditions as they are currently employed and where this occurs, to treat their employment as continuous.

35 Continuous Improvement, Innovation and Added Value.

35.1 The Service Provider is encouraged to continuously identify opportunities for improvement, efficiency gains, new technologies, innovation and added value.

- 35.2 All identified opportunities will be discussed and implemented jointly, provided they are acceptable to NZDF. Any benefits or costs associated with accepted opportunities will be confirmed along with an agreed sharing basis, prior to implementation.
- 35.3 Any undertakings or promises offered by the Tenderer during the Tender process may be taken as an obligation NZDF under any resulting Contract.

36 Transition Plans

- 36.1 NZDF and the Service Provider will jointly prepare and agree on a detailed Transition-In Plan. The Transition-In period will run for six months from an agreed site start date.
- 36.2 NZDF will endeavour to confirm a Contract acceptance two months prior to the agreed site start date to allow the Service Provider time to mobilise all staff, equipment and resources necessary for an effective commencement to the Transition-In phase of the Contract.
- 36.3 NZDF and the Service Provider will jointly prepare and agree on a detailed Transition-Out Plan six months prior to expiry of the Contract term.

37 Address Record Database

- 37.1 NZDF uses a single commercial solution, maintained by DAYTM.COM of Sydney, to maintain a permanent live record for each of its Service Provider's address and bank account details. The Service Provider is encouraged to take up the free membership of the DAYTM.COM database system.

38 Syndicated Procurement

- 38.1 Syndicated Procurement is a Government initiative to create effectiveness and efficiencies in the public sector. It is intended that any Contract agreed to by NZDF for the provision of Facilities Maintenance and Management Services will include a 'Common Use Provision' (CUP) that will allow any Government Agency to join the Contract with the NZDF Facilities Maintenance and Management Services Service Provider, subject to endorsement by the Procurement Reform Group (PRG), under the same terms and conditions as those agreed to by NZDF. No Guarantee is given that any other public sector agency will participate during the life of the Contract.
- 38.2 Government Agencies may select all or any part of the scope of Services.

ATTACHMENT FIVE - STATEMENT OF REQUIREMENT



HER MAJESTY THE QUEEN

**NEW ZEALAND DEFENCE FORCE
TE OPE KĀTUA O AOTEAROA**

REQUEST FOR PROPOSAL

RFP 496

FOR THE PROVISION OF

FACILITIES MAINTENANCE AND MANAGEMENT SERVICES

TO

SOUTHERN REGION

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OVERVIEW

1 Interpretation

- 1.1 Definitions are in Attachment Four Draft Conditions of Contract. Additional definitions relevant to the Outcomes are in **Annex A** to this Statement of Requirement (SoR). Specific definitions that apply only to this SoR are detailed below:

FLOC means Facilities Location Identifier. FLOCs are used in NZDF's Asset Management database as the unique identification for each fixed asset.

Service Provider means action or information to be provided by the successful Tenderer once the Contract has been awarded.

Tenderer means action or information to be provided at the time of tender.

2 Background

- 2.1 This SoR details the requirements for the provision of Facilities Maintenance and Management (FM) Services to New Zealand Defence Force's (NZDF) Southern Region, along with other secondary regional sites.
- 2.2 NZDF's requirement is for a prime Service Provider to maintain and manage the Assets and Facilities of NZDF's Southern Region under an outcome performance-based maintenance contract. This contract will be for a period of five years with one, five year right of renewal.
- 2.3 NZDF's estimated annual value for the Southern Region is \$11,000,000.
- 2.4 The above value encompasses the following:
- a. Scheduled maintenance.
 - b. Unscheduled maintenance.
 - c. Housing maintenance.
 - d. Project work encompassing planned maintenance and minor new works.
 - e. The Service Provider's agreed annual fixed overhead fee.
 - f. The Service Provider's agreed nominated margins on the above.
- 2.5 FM Services are currently provided by a Service Provider under contract that is due to expire on 30 June 2015.
- 2.6 Cleaning schedules will not be provided by NZDF, other than for the RNZAF Museum at Wigram, as part of this RFP but example cleaning schedules for each region have been included on the Data Disk. The Service Provider will be required to develop cleaning specifications and apply these to their own cleaning schedules, from which the Service Provider will then develop an overall cleaning plan for submission to NZDF's Representative for approval. Once approved, this will be incorporated into the Operating Manual. Note that messes, barrack and transit accommodation management and cleaning including common areas, is excluded.

3 NZDF's Objectives

3.1 NZDF's objectives are to:

- a. achieve an FM industry-leading standard of service for the maintenance and management of its Assets and Facilities;
- b. utilise market expertise and innovation;
- c. progressively move NZDF's spend on FM service delivery from Unscheduled to Scheduled Maintenance activities;
- d. ensure that NZDF receives value for money, including minimising NZDF's need to invest in non-core processes;
- e. manage its relationship with the Service Provider using a partnering arrangement;
- f. reduce operating costs through continuous innovation and improvement.

3.2 The overall outcome sought by NZDF is that at all times the integrity of the Assets and Facilities within the Southern region are operational, compliant and maintained to the current states or achieve a better condition than the current states.

4 Site Locations and Descriptions

4.1 The following map identifies the locations of all NZDF sites. Sites relevant to this RFP are detailed in clause 5 of this attachment.



5 Southern Region

- 5.1 The Southern region supports approximately 2000 - 3000 NZDF Personnel in total, spread across all locations.
- 5.2 There are approximately 500 buildings plus 345 houses. Some of the Burnham houses are excluded as they form part of the Christchurch rebuild project. The following tables are an indication of site compositions at the Designated Facilities and not a comprehensive list of all Assets.
- 5.3 Services are required in the following locations:

Southern Region	General Site Composition
Burnham Military Camp	Burnham Military Camp is located approximately 30km south of central Christchurch. The camp is spread over 205ha and supports the Southern Regional Support Centre and training areas adjacent to the Camp. Also within and adjacent to the camp are 306 buildings dating from 1940's in timber clad construction to recently constructed specialist facilities and barrack accommodation. There are 46 houses located within the camp and 292 adjacent to the Camp, split in to zones (236 being maintained). There is a waste water treatment plant located approximately 2km from the Camp.
Wigram Museum Southern Recruiting Office Explosive Ordnance Depot (EOD)	The RNZAF Museum is located 9km from central Christchurch. On this 63 ha site is the RNZAF Museum and approximately 20 associated buildings including aircraft hangers. The Museum is a commercial activity and is open most days of the year and on some evenings when special events are held. Adjacent to the Museum's car park is the old Southern Region recruiting office. This is a late 80's single story building with offices and ablutions. This building is currently utilised by others as part of the Christchurch Rebuild. On the opposite side of the airfield is the EOD facility. This is a modern single story building with garaging and secure compound. The building has offices, ablutions, sleeping and kitchen facilities.
Weedons	Weedons is located approximately 20km south west of central Christchurch. On this 43 ha site are two buildings (No.4 store and transmitter building) and an aerial farm. The majority of the land is licensed for agricultural purposes. However there are three areas of contaminated land which have restricted access.

Southern Region	General Site Composition
	No.4 Store: Old large warehouse style building which has sustained earthquake damage and is due for demolition. As such, access is limited. The store houses RNZAF artefacts. Transmitter building: Single story building containing offices, ablutions and garaging. Adjacent to the building is the aerial farm. The aerial farm and transmitter building are within a secure area.
West Melton Range	Located 20km west of central Christchurch, the West Melton Range covers an area of approximately 440 ha with 40 buildings and one house. Within this area is a camp comprising of sleeping accommodation, kitchen facilities, ablutions and training rooms. Adjacent to the camp is a workshop and office. The small arms ranges are spread over the site and have basic multi purpose buildings and facilities supporting training and range activities.
Glentunnel	Glentunnel is located approximately 30km west of central Christchurch on a 300ha site. Within this area are 13 explosive store houses, Headquarters building and three houses along with other infrastructure associated with munition handling and storage. A large portion of the area is licensed for agricultural purposes.
Tekapo Training Area	Tekapo training area is located approximately 6km West of the Tekapo Township, The camp and training area are located on a 19,500ha site. The camp (143ha) contains 107 buildings and associated facilities including: sleeping accommodation, kitchen facilities, ablutions, workshops and two permanently occupied houses.
Timaru (leased)	Located in Timaru City Centre. The site consists of one two story building with a small amount of off street parking. Ground floor has garaging for a vehicle, storage rooms, gym area and ablutions. First floor has kitchen, ablutions, offices and common room and is occupied by NZDF's recruiting and Territorial Forces
Kensington Army Hall	The Kensington Army Hall is located in South Dunedin, consisting of a historic purpose built army hall on two levels. The ground floor has offices and large open area with rooms/storage facilities around the perimeter. The first level (Mezzanine) contains office accommodation, mess, flat/quarters and ablutions. The site supports NZDF Territorial Force (TF) administrative functions.

Southern Region	General Site Composition
Pegasus and Cass Bay Boat Shed	Pegasus is located in central Christchurch and consists of a two story building with secure parking and grounds. The building contains offices, mess/catering facility, drill hall and ablutions. Utilised by RNZN and NZDF Recruiting. Case Bay is located on Banks Peninsula some 15km south east of central Christchurch. Single story timber clad boat shed and concrete ramp. The building is utilised by Sea Cadets.
Toroa	Toroa is located in Central Dunedin and consists of a two story building with secure parking area. The building contains offices, mess/catering facility, ablutions, small private museum and drill hall with mezzanine floor. There is also a below ground store area with gym above. The building is utilised by NZDF Recruiting and RNZN Reservists.
Waitati Range	Located 19km North of Dunedin, Waitati Range covers an area of approximately 109ha. Within this area is located a small arms range, three basic multi purpose buildings and an ablution block.
Invercargill	Located in Invercargill. the facility consists of one new building with secure parking. The building is in two parts. First part having offices, large dividable meeting room, catering facilities and ablutions. The second part consists of garaging for military vehicles with mezzanine floor for storage used by NZDF Recruiting and TF support.
62 Shakespear Street, Greymouth (leased). and Greymouth Army Hall.	Located in Greymouth these facilities provide TF and NZDF recruiting support. There are two locations: Greymouth Army Hall: Single story building with office and kitchen facilities. Garaging with off street parking. Unoccupied, however still utilised for storage purposes. Greymouth (Leased Facility): a 145sqm weather board clad "villa" style building with off street parking..

6 NZDF Key Drivers

- 6.1 The key drivers for NZDF in the delivery of the Services required are listed below (in no particular order of priority):
- a. Continuity of Defence Outputs with a 24/7 response to emergencies or outages requiring an emphasis on the Assets and Facilities that ensure business continuity.
 - b. An aging estate coupled with a lack of recapitalisation requires a Service delivery approach that maximises the life of type of the Assets and Facilities.
 - c. Identifying opportunities to improve the efficiency and effectiveness of Service delivery.
 - d. Service Provider systems for asset maintenance management that integrate with NZDF systems.
 - e. Service delivery that is focused on meeting end-user requirements balanced against NZDF's estate needs and ensuring the operating and compliance integrity of the Assets and Facilities is maintained.
 - f. Ensuring the workplace is safe for everyone.

SERVICE DELIVERY

7 Requirement

- 7.1 There are three key aspects to the overall Service delivery requirement. These are:
- Asset Related Outcomes – the main services.
- General Management Outcomes – enablers for the Asset Related Outcomes.
- Overarching Requirements – Business and performance enablers.
- 7.2 Most of the Service delivery requirement is based on Outcomes, not on the specification of processes. However, there are circumstances where NZDF wishes to emphasise an action and/or a specific task process is required by NZDF for operational, functional and/or policy reasons. Where these circumstances exist the specific requirement/task process is described in the Outcome Statements. Supporting the delivery of the Outcomes are a series of overarching requirements. These are the corporate or company level enablers in support of service delivery. These are described later in the Overarching Requirements section of this SoR.
- 7.3 The Service Provider is required to prepare and implement an Operating Manual to ensure the Service delivery requirement is met and the continued operation of the Assets and Facilities. The manual will describe in detail the tasks, processes and timings that are to be applied, including, but not limited to the following areas;
- a. Completion of Scheduled Maintenance which includes all routine inspections, testing, maintenance, minor repairs, consumables and replacement of parts that can be predicted to be replaced through the life cycle of the Asset.

- b. Completion of Unscheduled Maintenance to cover reactive maintenance and repairs to faults and breakages.
- c. Reporting to NZDF on the operation, completed maintenance, and condition of Assets and Facilities.
- d. Undertaking of Additional Works ordered by NZDF under the Contract.

8 Services In-Scope

8.1 FM Services required by NZDF include:

- a. Grassed Areas, Grounds and Roads.
- b. Pest Control.
- c. Range Maintenance.
- d. Buildings and Specialised Facilities.
- e. Mechanical, Electrical, Plumbing Trades and Utilities.
- f. Swimming Pool Maintenance and Management
- g. Fire Protection Systems.
- h. Security Systems.
- i. Waste Management.
- j. Working Accommodation Cleaning and Hygiene Services.
- k. Building and Resource Compliance Management.
- l. Asset and Data Management.
- m. Customer Client Services.
- n. Project Management.
- o. Contract Administration.

9 Services Out of Scope

9.1 Services not required by NZDF under this requirement are:

- a. Security Alarm Monitoring.
- b. Hospitality, Catering and Bar Services.
- c. Messes, Barrack and Transit Accommodation Management and Cleaning.
- d. Laundry and Dry Cleaning Services.
- e. Security Guard Staffing.
- f. Communications and Data Reticulation/Cabling between buildings.

10 Outcomes

- 10.1 There are twelve groups of Outcomes within the scope of the requirement. The Outcome statements for each group are provided at **Annex B**.
- 10.2 Groups 1 to 10 are Asset Related Operational Maintenance Outcomes and are generally described as follows:
- a. **Operational Maintenance** - Operational maintenance consists of those activities performed so as to maintain the Assets and Facilities and their associated systems, plant and equipment components in working order, maintain their present level of functionality, aesthetics and safety, and conforms with all applicable regulations, policies and standards. Operational Maintenance is further broken into two components of:
 - (1) **Scheduled Maintenance** (Outcome Groups 1-9) including but not limited to performing maintenance that ensures Assets and Facilities remain in a state of compliance and operational readiness, including all routine inspections, testing, maintenance, consumables and replacement parts that can be predicted to be replaced through the life cycle of the assets. The actual carrying out of individual Scheduled Maintenance activities is covered in the applicable Asset Related Outcomes (Groups 1 – 9).
 - (2) **Unscheduled Maintenance** (Outcome Group 10) includes those maintenance activities required from the Service Provider to facilitate repairs and rectify unexpected failures thus returning the Assets and Facilities to the state of operational readiness. Unexpected failure includes, but is not limited to, accidental damage, vandalism, adverse weather conditions and acts of nature.
- 10.3 The Service Provider's Representative and NZDF's Representative will work together to identify and establish appropriate performance measures for the Operational Maintenance Outcomes.
- 10.4 The Operational Maintenance model and associated management rules are described at Section 12.
- 10.5 Outcome Group 11 covers Additional Works. The management rules for these works are described at Section 13.
- 10.6 Outcome Group 12 covers General and Management requirements and generally apply across the other 11 groups of outcomes.
- 10.7 The Outcomes have been described separately for convenience but are not independent of each other.

10.8 A summary of the Outcome groups is provided in the following table.

Group	Group Heading	Description
1	Grounds	All grassed areas, grounds, gardens, roads, pest control, sports fields, training courses, airfield maintenance and range maintenance.
2	Buildings	All buildings, houses and specialised structures including aircraft hangars, ammunition and storage houses.
3	Mechanical	Boilers, reticulated heating systems, HVAC, air extraction systems, refrigeration, compressed air systems, lifting equipment, industrial doors, generators and fuel management.
4	Electrical	High voltage networks (11,000 and 400 volt), electrical installations (50 and 60 Hz), lighting systems, generators, UPS, earth bonding systems and
5	Plumbing	Water supply, storage and treatment systems, wastewater/tradewaste drainage and treatment systems, stormwater drainage systems, gas reticulation, gas heating and swimming pool maintenance and management.
6	Fire	Fire protection systems including fire mains and hydrants, fire detection and alarm systems, sprinkler systems, gas flood systems and fire extinguisher maintenance.
7	Security	Security systems including access control, intruder detection, closed circuit TV and the maintenance of all fences, gates and barriers.
8	Waste	Management of waste in all its forms including recycling, storage and disposal.
9	Cleaning	Cleaning of all working accommodation Assets and Facilities including provision of hygiene services and consumables.
10	Unscheduled Maintenance	Unscheduled Maintenance includes those maintenance activities required from the Service Provider to facilitate repairs and rectify unexpected failures thus returning the Assets and Facilities to the state of operational readiness. Unexpected failure includes but is not limited to accidental damage, vandalism, adverse weather conditions and acts of nature.
11	Additional Works	The Service Provider may be required to develop and deliver project works of variable scope. To support this capability the Service Provider is required to provide a range of Services including, but not limited to, architectural, structural, geotechnical, mechanical, environmental design, along with cost management, project management and construction services. Project requirements will

Group	Group Heading	Description
		be generated as part of the Additional Works programmes.
12	General and Management	Building and Environmental Compliance and other general management and operating outcomes.

10.9 The outcomes for Group 12 include a range is general management and service requirements. The following is a description of the Group 12 Outcomes:

- a. **Building Compliance Management** – At all times the Assets and Facilities are fit for purpose and compliant with regards to the requirements of the Building Act. This includes the performing of building warrant of fitness inspections and audits of all the Designated Facilities by appropriately qualified persons, to ensure compliance with the Building Act. It will also require the reporting on any aspect of the Designated Facilities that do not meet the regulatory compliance requirements.
- b. **Environmental Compliance Management** – The NZDF Estate is required to operate in compliance with the Resource Management Act. All resource consents and permits are to be regularly monitored, audited and reported on by the Service Provider using the CS-VUE web based resource monitoring tool to provide NZDF with assurance that they are current and are being operated in a compliant manner. The Service Provider is also required to assist with the development and implementation of management plans where required.
- c. **Asbestos Monitoring** – NZDF has an aging estate with asbestos in its various forms being present in approximately 10% of all Assets and Facilities. The identification, testing and reporting on all forms of asbestos is to be provided by the Service Provider in accordance with required legislation and the NZDF Asbestos Register.
- d. **Asset Management** – The Service Provider will be required to provide advice to, and work with NZDF on asset maintenance and management processes and practices. Refer to **Annex C** Asset Management Process and **Annex D** Asset Development Chart for clarification on the involvement and effort to be provided by the Service Provider.

The Service Provider will be expected to provide:

- (1) Advice on maintenance planning to maximise the life of Assets.
 - (2) Ongoing advice and appraisals of Asset condition.
 - (3) Five year maintenance plans.
 - (4) Comprehensive reporting on asset performance.
 - (5) Input into the development of NZDF's Planned Maintenance Programme(s).
- e. **Data Management** – This includes the management and maintenance of all data records that are generated/required in the delivery of the Services or created in the management of the Assets and Facilities. All data records are to be readily accessible to the NZDF and in a format that facilitates a complete understanding of the information. Plans, operating and maintenance manuals, records of plant/equipment, financial data, environmental monitoring and 'as built's are to be current. Data held by the Service Provider, is to be maintained in a format that can

be easily transferred to NZDF Asset data system (SAP Plant Maintenance module for textual data and AutoCAD for spatial data).

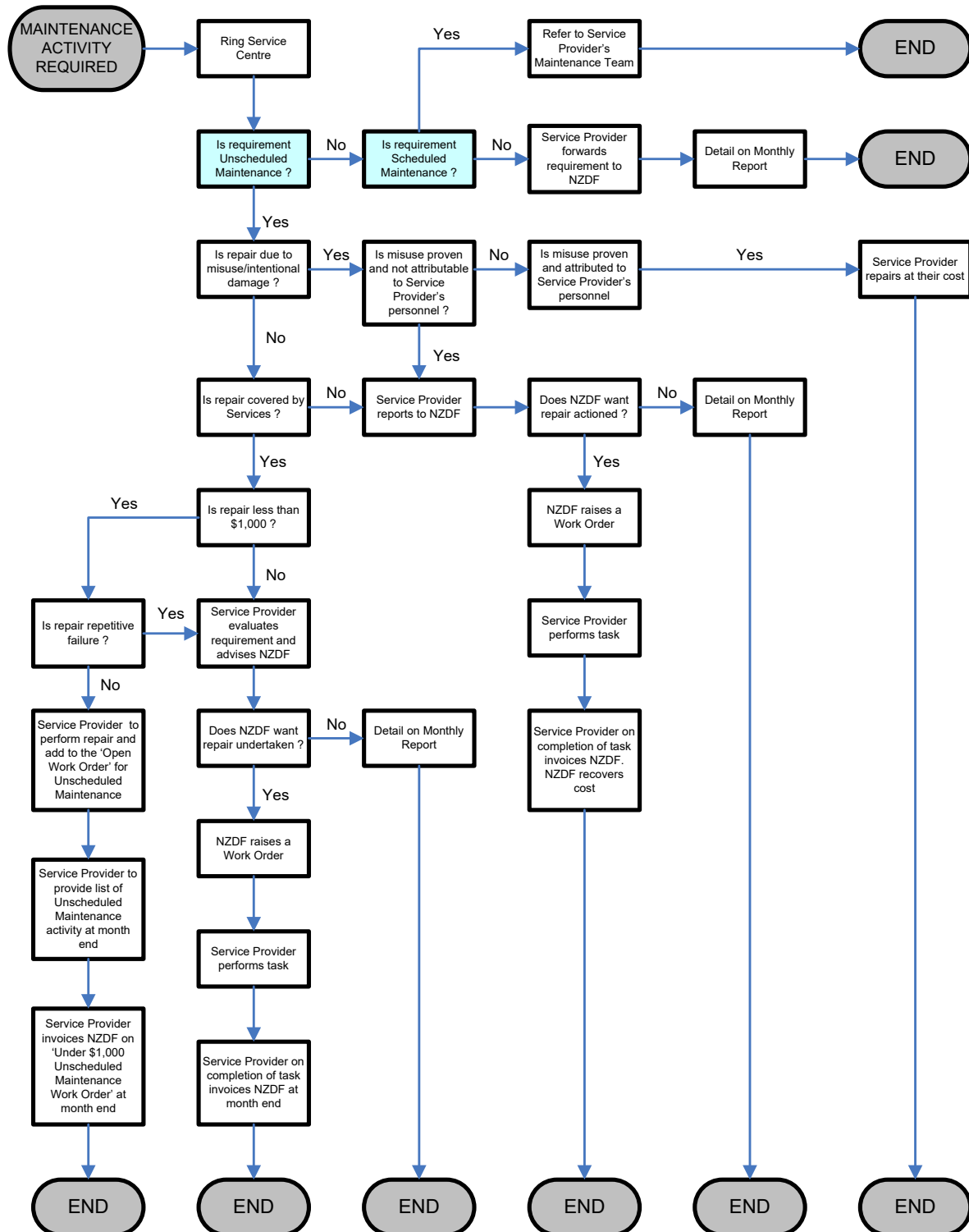
- f. **End User Client Services** - A Service Centre is to be established to be the first point of contact for all Service requests. The Service Centre shall be operable twenty-four hours a day seven days a week. A full audit trail is to be available for each service request detailing response time and/or action taken. Service response times are detailed later in this SoR.
 - g. **General Contract Management** – Covers all those activities of an administrative, overhead, planning and management nature required to ensure the Services are delivered in accordance with the NZDF's requirements. NZDF wishes to approach the management and relationship through the development of a close Partnering relationship with the Service Provider. NZDF sees the successful management of the contract, both at head office and site/regional levels, as requiring the involvement, on the part of both parties, of personnel who have extensive expertise in FM industry and related contract management. To this extent the Service Provider would be expected to employ and utilise resources who have such knowledge and experience to ensure the success of the Contract.
- 10.10 Maps and asset lists are provided at Annexes E and F in support of the outcomes. The information is provided to assist the Service Provider to identify the general application of the outcomes in order to understand the likely nature and extent of activity required. The information, however, does not limit the application of the outcomes.

11 Operating Manual

- 11.1 The Service Provider shall produce an Operating Manual. The Operating Manual will describe in detail all maintenance plans, methods, tasks and processes to be performed by the Service Provider along with their respective timings, in order to meet the Service delivery requirements. For Scheduled Maintenance requirements, this shall include detailing maintenance actions for each key system and associated plant, equipment and components, as well as cleaning activity schedules.
- 11.2 For Unscheduled Maintenance and Additional Works activities the Operating Manual shall detail methodologies and processes to be applied to achieve the required outcomes.
- 11.3 From the detail in the Operating Manual, NZDF shall be able to confirm that maintenance plans/actions will achieve the outcome requirements, allow the Service Provider's maintenance activities to be validated for the purpose of performance audit and provide sufficient detail so as to allow NZDF to maintain the facilities for a period of time if operational reasons require. The Operating Manual shall be a working document and require updating as changes to the Services occur. The Service Provider is to provide updated versions of the Operating Manual annually, or as required by NZDF.
- 11.4 Any outcomes that are not delivered in accordance with the Operating Manual must be remedied as soon as practicable, and at no cost to NZDF.
- 11.5 The Service Provider shall present the completed Operating Manual to the NZDF's Representative for approval prior to the end of the six month Transition-In period.

12 Operational Maintenance Model

12.1 The following flowchart outlines the process model for the Operational Maintenance and repair of Assets:



- 12.2 The Service Provider will be responsible for the day-to-day maintenance, Repair and upkeep of the Assets and Facilities in accordance with the Operational Maintenance Model.
- 12.3 Scheduled Maintenance will be performed in accordance with the Outcomes and the Operating Manual. The cost of Scheduled Maintenance is a fixed fee within the Contract price. Except as detailed otherwise, the cost of Scheduled Maintenance will include (whether specifically mentioned or not) all items of a consumable nature or those materials requiring replacement on a routine basis as part of performing the Scheduled Maintenance activities.
- 12.4 Where Unscheduled Maintenance is included in the scope of the Contract and has an estimated cost of up to \$1,000.00 (excluding GST), the Service Provider will carry out the work in accordance with the Contract, without reference to NZDF, and having due regard for NZDF budget forecasts. The Service Provider will record and claim for the work against the 'under \$1,000.00 Unscheduled Maintenance Works Order'.
- 12.5 Where an Unscheduled Maintenance task is estimated to cost greater than or equal to \$1,000.00 (excluding GST), the Service Provider will refer the task to NZDF's Representative to determine if the work is to be carried out. If the work is agreed to be carried out, a separate Works Order will be raised by NZDF and the Service Provider will identify the Works Order number when submitting a claim for the work performed.
- 12.6 The cost of Unscheduled Maintenance works will be calculated using agreed Working Rates and Charges as detailed in the Contract.
- 12.7 In support of each claim for Unscheduled Maintenance the Service Provider is to provide a comprehensive breakdown of the total cost (inclusive of time and labour by trade, materials, plant and sub-contractor costs) of each task performed.
- 12.8 Where an Asset or Facility requires substantial or recurring Repairs, the Service Provider will advise NZDF's Representative of the circumstances. NZDF will then determine if the Asset is to continue to be maintained or placed on NZDF's Planned Maintenance Programme or other programmes, to be managed or replaced.
- 12.9 All requests for the Repair of an Asset will go to the Service Provider's Service Centre. The Service Centre will then determine the appropriate action for the management of the request for repair in accordance with the Operational Maintenance Model, along with the appropriate response times for managing the repair.
- 12.10 Where a request for Repair is outside the scope of the Operational Maintenance Model the Service Provider will complete an assessment and estimate of cost of the Repair required and advise NZDF's Representative. NZDF's Representative will then determine the appropriate action for the item.
- 12.11 Response times for the provision of Operational Maintenance that the Service Provider will conform to are listed below:

Level	Description	Response
Level 1 - Emergency	Emergency: - Immediately actioned, made safe, and completed as soon as possible. - The failure will compromise health, safety, security and will inhibit NZDF's ability to deliver its outputs. - Takes priority over all other work for that trade. - NZDF's Representative is to be informed of the work immediately and kept informed of progress.	- No more than one hour to respond and make safe. - No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 2 – Urgent	Urgent: - The failure will compromise health, safety, and security, and will reduce the efficiency of NZDF's ability to deliver its outputs. - Takes priority over all other work for that trade except Emergency tasks. - NZDF's Representative is to be informed of the work immediately and kept informed of progress.	- Responded to and made safe in no more than three hours. - No more than one Working Day to complete unless agreed to by NZDF's Representative.
Level 3 – Routine (Category I)	Routine (Category I): The failure will not compromise health, safety, and security, but will affect NZDF's ability to deliver its outputs if not attended to.	- Responded to within 48 hours. - No more than 10 Working Days to complete unless agreed to by NZDF's Representative
Level 4 – Routine (Category II)	Routine (Category II): The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to.	- Responded to within five days. - No more than 10 Working Days to complete unless agreed to by NZDF's Representative.
Level 5 – Routine (Category III)	Routine (Category III): - The failure will not compromise health, safety, and security, and will not affect NZDF's ability to deliver its outputs if not attended to. - If it is inefficient to respond to it as a separate task and it may be more efficient to group it together as part of other work that is occurring in that location within the month of the issue being reported.	Responded to and completed within 30 days unless agreed to by NZDF's Representative.

13 Additional Works

- 13.1 Additional work is outlined in Outcome statement 11. NZDF will offer to the Service Provider project design, development, estimation and tendering, project management and/or delivery services for works encompassing Planned Maintenance, Minor New Works and Capital Works, which are generally of the nature of upgrade, refurbishment or development activities, and collectively described as Additional Work. This will be offered if the value of each project is estimated to cost less than \$250,000.00 (excluding GST) and is of a similar nature to the Services provided under the Contract, providing a contract with another Service Provider is not in place. The range of services ordered for any project could encompass a combination of any of the indicated activities.
- 13.2 NZDF's intent is to have the Service Provider involved in the planning, design and delivery of such Additional Works to help ensure a 'whole of life' and maintenance practicality approach to the Assets and Facilities. The provision of Additional Works also provides the ability to access work that can be delivered complementary to, and therefore improve the utilisation of, trade capabilities required to be held by the Service Provider to meet Operational Maintenance activities, to the benefit of both parties.
- 13.3 While there are no specific requirements on how the Service Provider resources the delivery of assigned Additional Works, NZDF's anticipates that the decision on the extent to which in-house capabilities and/or third party subcontractors are used will be balanced so to achieve the best overall outcome for NZDF in terms of ensuring projects are delivered to an appropriate standard and quality, meet required time frames and represent value for money to NZDF.
- 13.4 NZDF retains the right to market test and/or employ alternative Service Providers to undertake any Additional works. Where NZDF chooses to procure the services through a formal tender process, the Service Provider will be invited to provide an offer.
- 13.5 NZDF shall define the scope of the design requirement along with any applicable user requirement or briefing documents. The Service Provider shall provide design services using either their own staff or through established relationships with recognised and approved/qualified Service Providers of technical design services.
- 13.6 The cost of any Service Provider's involvement in managing or co-ordinating design work will be calculated using the Project Manager labour rate from the Working Rates and Charges. Where the Service Provider utilises a third party sub contractor, the cost for these design services will be charged as for design sub contractors in the Working Rates and Charges.
- 13.7 The Service Provider shall provide to NZDF the methodology for selecting sub-contracted design services so as to ensure that NZDF obtains value for its spend, receives services of an appropriate quality/standard and has visibility of the likely charges/rates to be applied. The methodology, once agreed to by NZDF, shall form part of the Operating Manual.
- 13.8 Project Management responsibilities include, but are not limited to, the provision of any development, planning, estimation, tendering and contract and consultant management services, as well as all site and project management services necessary to ensure works are completed in a timely, safe, efficient and effective manner.
- 13.9 NZDF will confirm the design, drawings, diagrams, standards and like required. The Service Provider will provide a firm estimate of costs for the delivery of Additional Works which shall include all elements required for the successful delivery of the requirement. Where Project Work is expected to cost over \$100,000 (excluding GST), the Service Provider shall engage an independent quantity surveyor to provide NZDF with cost surety of the firm estimate. Quantity surveying services will be charged as for subcontractors and paid for by NZDF through a separate Works Order.

- 13.10 The cost for Additional Works, including Project Management services, will be calculated using the Works Labour Rates and Other Charges specified in the Price Schedule, or better. Where the Service Provider provides only project management services and sub-contracts the main delivery of the project work to a third party, the Service Provider is to obtain a minimum of three quotes for the subcontracted delivery works. The quotes along with a written recommendation are to be provided to NZDF's Representative as part of the cost submission. The Service Provider shall provide to NZDF its methodology for costing and evaluating of subcontractor quotes. The methodology, once agreed to by NZDF, shall form part of the Operating Manual.
- 13.11 The cost for establishing all systems and process required to support and administrate the delivery of the Additional Works shall be included within the annual cost for the overall outcome and is not separately chargeable.
- 13.12 The cost for day to day trade supervision of assigned projects will be deemed to be included in the Works Labour Rates and Other Charges applied. Where the Service Provider uses the Works Labour Rates for Additional Works they may nominate in the Price Schedule an additional margin on those rates to cover associated trade supervision costs. Where the Service Provider subcontracts project works, any trade supervision costs are deemed to be included in the nominated sub-contract margins specified in the Price Schedule.
- 13.13 Where the Service Provider, at their own discretion, nominates to carry out any works outside normal Working Hours then no additional fee will be paid by NZDF.
- 13.14 All Additional Works and associated costings accepted by NZDF for delivery will be confirmed with a Works Order issued in writing under the terms and conditions of the Contract. These instructions will include:
- a. A description of the works required, including any drawings, diagrams or design work necessary to accurately complete the task.
 - b. Stipulation of any standards required to be followed and any guarantees or warranties in relation to the Services provided.
 - c. Identification of any time periods for construction and maintenance required (if applicable) and what if any retention may be held.
- 13.15 All services within trenches, under slabs and within ceiling spaces and wall frames are required to be inspected by NZDF prior to closing in or backfilling. Regular inspections will also be held jointly between the Service Provider and NZDF's Representative to check on interim project progress and compliance with safety plans.
- 13.16 The Service Provider will advise NZDF's Representative when each task has been completed, whereby they will jointly inspect the works to identify any defects or outstanding works requiring rectification or completion. This inspection process will be repeated at regular intervals until NZDF is satisfied that all work has been satisfactorily completed, at which time a certificate of completion will be issued in writing by NZDF's Representative.
- 13.17 The undertaking of Additional Works is not to impact adversely on the delivery of Operational Maintenance or any other Service that is supplied as part of this Contract. Additional Work may only be offered once the Service Provider has provided an assurance they have adequate resources to meet the contracted Outcomes in conjunction with undertaking any further work.
- 13.18 Invoicing for Additional Work will be as per the Claims Procedure clause as specified in the Contract. NZDF have implemented a paperless invoicing system. This requires the Service Provider to work with NZDF to develop and implement reciprocal systems that support this.

14 Ordering of Works

- 14.1 NZDF reserves the right not to action any item of work, and may during the period of the Contract employ a third party to carry out the work where:
- a. the Service Provider, in the opinion of NZDF's Representative, is unable to complete the work within the required time frame (having regard to the programme of work with due consideration to scope and complexity); or
 - b. the nature of works required is, in the opinion of NZDF's Representative, outside the scope of activities and expertise routinely provided by the Service Provider under this Contract; or
 - c. the Service Provider has failed to meet any of the performance or reporting requirements of the Contract; or
 - d. funding constraints; or
 - e. a change in need (such as base/camp closure, decommissioning of a facility, or alteration to a facility function) arises.

15 Works Programmes

- 15.1 **Planned Maintenance Programme:** The primary source of Additional Works projects will be from NZDF's Planned Maintenance Programme. As soon as possible after 01 July each year, NZDF will make available to the Service Provider the relevant part of the Planned Maintenance Programmes for that financial year, and to the extent possible the following financial year period, including identifying those projects that may be delivered by the Service Provider as Additional Works under this Contract.
- 15.2 The Service Provider may recommend in writing, together with evidence that justifies its inclusion, a new Planned Maintenance project requirement. If NZDF agrees, then NZDF may add that item to its Planned Maintenance Programme and prioritise that work for delivery with the Service Provider.
- 15.3 Where an asset or facility is included in NZDF's Planned Maintenance Programmes, and regardless of the proposed method of project delivery, the Service Provider will ensure that any Repair performed on the asset takes into account the nature and extent of the Planned Maintenance Programme tasks.
- 15.4 Capital Works Programmes are centrally prioritised and funded by NZDF. Once funded, NZDF shall advise the Service Provider of any capital works projects that may fit within the Additional Works requirements and discuss and agree on delivery.

16 Damage, Vandalism and Theft

- 16.1 The Service Provider will advise NZDF in writing of all damage, vandalism or theft to any asset or facility as soon as the Service Provider becomes aware of it.
- 16.2 If any damage, vandalism or theft occurs and it is not attributed to the Service Provider's Personnel, the cost of Repair or replacement will be met by NZDF. NZDF may arrange for the Repair or replacement itself or request the Service Provider to carry out the Repair.
- 16.3 Any damage, vandalism or theft to NZDF's Assets and Facilities attributed to the Service Provider's Personnel will be repaired or replaced by the Service Provider at no cost to NZDF. Repairs or replacement of NZDF's Assets and Facilities must be completed within five

Working Days of written notification by NZDF to the Service Provider or commenced within a timeframe acceptable to NZDF.

17 Materials and Workmanship

- 17.1 Unless specifically instructed or approved by NZDF's Representative, all consumables, spare parts and materials provided by the Service Provider will be new, and where applicable, comply with relevant New Zealand standards, be manufacturer compliant and not negate any manufacturer's warranties or guarantees.
- 17.2 Consumables, spare parts and materials required to carry out any works completed under this Contract will be supplied by the Service Provider unless otherwise required by NZDF's Representative.
- 17.3 The cost of consumables, spare parts and materials for Services supplied by the Service Provider will be in accordance with the agreed terms, rates and charges as stipulated in the Contract.
- 17.4 All Services will be carried out in a tradesman like manner and in accordance with the manufacturer's recommended procedures. NZDF will provide any necessary as-built and operating information relating to any asset or facility, to the extent these details are available.
- 17.5 The Service Provider will provide all equipment, tools, testing apparatus, plant, equipment machinery and transport as necessary to carry out the Services.
- 17.6 Except as detailed below, the cost of the Service Provider's equipment, tools, testing apparatus, plant, equipment and machinery and means of transportation and the like are included in the rates and charges for Unscheduled Maintenance and Additional Works. Items that may be charged in addition to these rates include:
- a. mobile construction machinery (cranes, excavating equipment, tractors etc) but not cars, vans, utilities and trailers; and
 - b. specialist equipment that would not normally be held by the Service Provider.
- 17.7 The charges for Scheduled Maintenance will include all of the Service Provider's equipment, tools, testing apparatus, plant, equipment and machinery and transport of whatever nature required to deliver the required Services.

18 Plant, Services and Equipment Shutdowns

- 18.1 The Service Provider will plan and execute the Services so that interference with NZDF activities on and adjacent to the Assets and Facilities is kept to a minimum and to comply with all reasonable requests from NZDF's Representative.
- 18.2 Where the Service Provider requires to shutdown plant, Services or equipment to carry out any Scheduled Maintenance and other work activities then the prior approval of NZDF's Representative is required. The Service Provider will request such approval in writing and not less than two weeks before the intended shutdown. The request for approval will include:
- a. Details of the intended shutdown.
 - b. The timing and duration of the intended shutdown.
 - c. A brief description of the consequences of the intended shutdown.
 - d. A continuity plan in the event of exceeding the agreed time to complete the works.

- 18.3 NZDF's approval in granting a shutdown will not be unreasonably withheld.
- 18.4 Where plant, Services or equipment shutdowns are required to be carried out for emergency or urgent priority Unscheduled Maintenance, the shutdown is to be co-ordinated with NZDF's Representative at the time of the requirement.

19 Hours of Work

- 19.1 All Services will generally be carried out during normal Working Hours (0730hrs to 1700hrs Monday to Friday). The Service Provider will be prepared and able to provide the Services 24 hours a day, seven days a week. Charges for Scheduled Maintenance include all costs for carrying out the Services at the times and frequencies as necessary to meet the requirements in the Outcomes and Operating Manual.
- 19.2 Additional costs for working outside normal Working Hours will only be paid for if approval to do so has been granted by NZDF's Representative.
- 19.3 Where the Service Provider, at their own discretion, decides to carry out any Services outside normal Working Hours then no additional fees, rates or other charges will be paid by NZDF.

20 Disposal of Waste Materials

- 20.1 Waste materials generated in performing the Services are to be promptly removed from the site and taken to an approved landfill/waste management facility. Costs associated in the disposal of waste material are included in the cost of performing the work. Hazardous waste will be managed separately and in accordance with processes stipulated elsewhere in the Contract.

OVERARCHING REQUIREMENTS

21 Relationship Management

- 21.1 NZDF and the Service Provider will jointly adopt partnering concepts into their relationship to promote efficient communication and joint problem solving to ensure the Contract operates smoothly and customer service is maintained at a high level.
- 21.2 The relationship will be based on openness, trust and good faith and will require the development of a Partnering Charter.
- 21.3 NZDF envisages a tiered regionalised management structure for the FM Contract to ensure communications and responsibilities are maintained at the appropriate level at all times. The proposed tiered levels of management are as follows:

Corporate Level – for resolving escalated issues, involvement in Partnering relationships and formal review meetings of the Contract.

Operational Level – for daily relationship management, overseeing the delivery of Services, routine administration, auditing and reporting to all principal and secondary sites within the Region.

22 Security

- 22.1 Security is a paramount concern for NZDF and its operations both within New Zealand and overseas. The outputs that NZDF provides to the Government of New Zealand are of national importance and at times politically sensitive. Certain military facilities, equipment and information must be controlled in a manner that ensures it is contained for Defence purposes only. Other nations that have treaties with New Zealand also expect a level of security to be maintained to ensure a level of trust that enables the sharing of information, equipment and facilities.
- 22.2 Accordingly, NZDF requires that all the Service Provider's Personnel (including employees, subcontractors and other representatives) requiring access to the Assets and Facilities, or information relating to the Assets and Facilities or the Services, undergo a security clearance screening and the Service Provider be registered with the Defence Industry Security Programme (DISP).
- 22.3 NZDF reserves the right to refuse entry to the Assets and Facilities or access to information to any person who:
- declines to undergo security clearance screening,
 - fails to obtain security clearance,
 - commits an offence that results in the individual losing their security clearance, or
 - fails to comply with NZDF's security requirements.

23 Reporting

- 23.1 The Service Provider will provide to NZDF the following reports:
- a. **Daily:** Where any event involving emergency callouts, serious work accidents or Resource Management Act incidents, security breaches, and/or work where Service is likely to be adversely affected (e.g. kitchen boiler or equipment unable to be repaired affecting kitchen output).
 - b. **Monthly:** Provide within five Working Days of each calendar month following the reporting month - an operational level report detailing but not limited to:
 - (1) Any new defects that require NZDF's decision and/or action and details of any defects for which such decision and/or action is outstanding.
 - (2) Trend analysis of selected key details provided for the preceding three months.
 - (3) Key Performance Indicator's (KPI's) performance.
 - (4) Performance against the Outcomes.
 - (5) Additional Work completed.
 - (6) Occupational Safety and Health issues.
 - (7) Waste recycling volumes.
 - (8) Other issues reported during the period.

- (9) Estimated life of assets and any proposal for inclusion in NZDF's Planned Maintenance Programme.
 - c. **Quarterly:** Provide within 10 Working Days of each calendar month following the reporting month - an operational level summary report on Environmental compliance, detailing but not limited to:
 - (1) Instances of non-compliance and environmental incidents
 - (2) Details of records or reports submitted to Territorial Authorities.
 - (3) Maintenance of structures or contract features,
 - (4) A summary of changes to the Environmental Management Plan,
 - (5) An outline of any audits undertaken and their outcomes; and
 - (6) Any other relevant environmental matters.
 - d. **Bi-annual:** Provide within 10 Working Days following the end of the six month reporting period - a corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Trend analysis of selected key details provided for the preceding six months.
 - (2) Resource Management Act breaches, test results and reports.
 - (3) Occupational Safety and Health incidents.
 - (4) Training undertaken during the period and what training is planned for the next period.
 - (5) Summary of Repairs undertaken.
 - e. **Annual:** Provide within 20 Working Days of the anniversary of Contract start date - a corporate level report (in the format provided by NZDF) detailing but not limited to:
 - (1) Any changes to the Quality Plan.
 - (2) Any changes to the Business Continuity Plan.
 - (3) Performance against the annual Business Plan for that operating year and a review on the previous year's performance.
 - (4) The completed KPI Balanced Scorecard.
 - (5) Matters relating to the resource consents maintained by the Service Provider on behalf of NZDF.
 - (6) Occupational Safety and Health incidents.
 - (7) Estimated life of assets and any proposals for inclusion in NZDF's Planned Maintenance Programme.
- 23.2 Monthly, bi-annual and annual reports are to be provided to the NZDF Representative for comment before formal submission of the reports to the NZDF Representative. Partnering meetings will be convened for the formal presentation of Bi-annual and Annual Reports.

24 Annual Business Plan

- 24.1 The Service Provider will provide an annual Business Plan for the next year, detailing any required and/or proposed changes to the preceding year's Business Plan (in the format provided by NZDF) and detailing but not limited to:
- a. An executive summary and overview of the Contract relationship.
 - b. Proposed changes and investments in plant, equipment and resources serving the Contract.
 - c. Proposed changes in staff, training, management and processes.
 - d. Proposed changes to the KPI indicators.
 - e. Proposed variations to the Contract.
 - f. Proposed opportunities for improvements, innovation and added value.
- 24.2 The annual Business Plan will be formally presented and discussed at the Annual Review meeting.

25 Management of nominated sub-contractors

- 25.1 NZDF may specify nominated sub-contractors for specific areas of work. The Service Provider is required to manage them on behalf of NZDF and include the nominated Sub-contractors costs in the Contract price.
- 25.2 The Service Provider is to manage the nominated sub-contractors on the same terms and conditions as for other sub-contractors employed by the Service Provider. At the end of the nominated Sub-contractors contract term, NZDF and the Service Provider will review the contractual relationship.

26 Business Continuity Plan

- 26.1 The Service Provider will develop a Business Continuity Plan (BCP) for submission to NZDF's Representative for approval, no later than two months after the contract Commencement Date.
- 26.2 The BCP is to include, but is not limited to the following details:
- a. Overall description of the Base/Camp infrastructure.
 - b. Location of all major utility networks, backup systems and access control.
 - c. The operation, control and management of all utility networks and backup systems.
 - d. Contingency plans/resources in the event of failure of the backup systems.
 - e. Emergency event actions, procedures and priorities to be followed.
 - f. Emergency points of contact.
- 26.3 The Service Provider will conduct annual testing of the BCP and submit the results in a report to NZDF's Representative.

- 26.4 The Service Provider is to amend the BCP as a result of lessons learnt from the annual testing and submit the amended plan for inclusion in the annual report.

27 NZDF Crest

- 27.1 The Service Provider may use approved NZDF Crests on the following aspects of its operations that are used in direct relation to this Contract:

- a. Service vehicles.
- b. Signage.
- c. Stationery.
- d. Staff uniforms.

28 Insurances

- 28.1 The Service Provider is required to provide evidence of insurance cover in accordance with the following minimum amounts before the Commencement of the Contract:

- a. General Liability \$20 million.
- b. Product Liability \$10 million.
- c. Motor Vehicle (Third Party) \$10 million.
- d. Professional Indemnity \$5 million.
- e. Statutory Liability \$2 million.

29 Performance Bond

- 29.1 The Service Provider is required to provide a Performance Bond of \$500,000 before the Commencement of the Contract.

30 Performance Measurement and Reward

- 30.1 Managing the performance of the Contract is essential to ensure the required Outcomes, compliance and value for NZDF is achieved. It also enables an assessment of the Service Provider's performance against key criteria to ascertain the actual level of performance. NZDF have therefore implemented systems to enable Contract performance to be measured and rewarded.
- 30.2 The performance measurement system in the Contract is based on a Key Performance Indicator (KPI) Balanced Scorecard. The scorecard is completed monthly at the operational/site level and will be reviewed six monthly at the corporate level as part of the Contract Partnering and Annual Review meetings.
- 30.3 The KPI Balanced Scorecard enables NZDF to compare or benchmark its Service Providers across all similar contracts where the KPI Balanced Scorecard is used.
- 30.4 The performance reward system in the Contract is based on a 'Profit at Risk' mechanism. This requires the Service Provider to specify the annual profit margin that it wishes to earn and to have a portion of that margin 'put at risk' and which is tied to the performance measurement system.

- 30.5 The 'at risk' profit margin portion is determined for award or otherwise during the six monthly Contract Partnering meetings.
- 30.6 The parties agree that the portion of profit margin at risk represents in part the value to NZDF of proper performance of the Services and where the Service Provider is not paid any of the profit margin at risk, the amount not paid represents the reduced value to NZDF of the Services.
- 30.7 The actions taken with regard to the profit margin at risk do not overrule the provisions set out in the Non-Compliance clauses or any other provision in the Contract.
- 30.8 The Service Provider may only add the profit margin portion that is not at risk to its invoices for the fixed fee (Scheduled Maintenance) components of the Services prescribed in the Contract. For any work awarded to the Service Provider that is Additional Work or Unscheduled Maintenance, the Service Provider is to invoice NZDF using the total profit margin amount specified in the Contract.
- 30.9 The profit margin at risk mechanism will not apply to project work.
- 30.10 NZDF's and the Service Provider's Representatives will jointly manage performance measurement.

31 Safety Compliance

- 31.1 NZDF has a heads of agreement in place with SiteSafe New Zealand Incorporated to help ensure an appropriate safety standard for all NZDF staff, contractors and sub-contractors involved in construction and maintenance activities on NZDF sites.
- 31.2 The Service Provider is required to be SiteSafe accredited before physical works are conducted on NZDF sites.
- 31.3 The Service Provider will ensure that all their direct employees and any sub-contractors and their direct employees, undertake Site Safe Passport training as a standard entry to NZDF construction sites.
- 31.4 The Service Provider's Personnel are to hold Site Safe Accreditation and that 'Gold Card' accreditation is held by the Service Provider's Personnel as appropriate and the Service Provider's Personnel comply with the safety standards outlined in the Site Safe Passport;
- 31.5 The Service Provider is to produce a site specific safety plan covering all work activities across all sites covered by the Contract. The site safety plan is to be submitted to NZDF for approval prior to the commencement of the contract and is to include processes for managing all their Personnel requiring access to NZDF sites in relation to the Services or other work activities.
- 31.6 The Service Provider's site specific safety plans are to be reviewed annually.

32 Quality Management

- 32.1 NZDF intend to carry out checks on the Services carried out by the Service Provider as part of ensuring quality and due diligence. In the majority of instances NZDF will use in-house staff to perform this function. Quality assurance checking will take a variety of forms and will include but not be limited to the following:
- a. Forecasted checks of Scheduled Maintenance activity to verify that it is being performed and that the Outcomes are being delivered.

- b. Random and un-forecast spot checks on systems, processes and plans required in the carrying out of the Services.
- c. Spot checks of Unscheduled Maintenance activity performed.
- d. Safety checks on maintenance activity and project work.
- e. Auditing of maintenance activity by independent specialist third parties.

32.2 NZDF requires the Service Provider to have processes in place to ensure:

- a. A system of continuous improvement in the delivery of Services using ISO 9001 or other proposed system, and
- b. Continuity of supplied Services.

33 Sustainability

33.1 NZDF is committed to improving the sustainability of its business operations, thereby ensuring the NZDF outputs to the Government and the people of New Zealand are delivered in a responsible, effective and efficient manner. The Service Provider undertakes to support NZDF in this initiative.

33.2 The Service Provider also undertakes to prioritise the reducing, reusing and recycling of resources to support NZDF in improving the sustainability of all business practises throughout the life of the Contract. In the delivery of the Services the Service Provider is to consider:

- a. Strategies to avoid unnecessary consumption and manage demand;
- b. Environmental impacts of the Services over the whole of life of those Services;
- c. Social aspects including sustainable supply chains issues and relevant industrial and environmental regulations, and
- d. Resources being used to their fullest potential and waste (in all forms) being minimised.

34 Employment of Staff

34.1 The Service Provider is to take into account such issues as employee rights and conditions, corruption, unfair competition, occupational safety and health and ethical behaviour in the employment of staff and the delivery of the Services.

34.2 NZDF recognises that staff are a key resource to the effective delivery of an organisation's outputs. Well trained and valued staff can have a beneficial effect on the successful delivery of services. This is achieved through attracting quality skilled workers, fair and reasonable conditions of service, the retention of skills and corporate knowledge, and ongoing training and awareness of changes in industry.

35 Vulnerable Employees

35.1 The cleaning Services include a specified category of employees who have been given certain protections under the Employment Relations Act 2000 ("Vulnerable Employees"). The Service Provider will be required to employ all Vulnerable Employees who elect to transfer on the same terms and conditions as they are currently employed and where this occurs, to treat their employment as continuous.

36 Continuous Improvement, Innovation and Added Value.

- 36.1 The Service Provider is encouraged to continuously identify opportunities for improvement, efficiency gains, new technologies, innovation and added value.
- 36.2 All identified opportunities will be discussed and implemented jointly, provided they are acceptable to NZDF. Any benefits or costs associated with accepted opportunities will be confirmed along with an agreed sharing basis, prior to implementation.
- 36.3 Any undertakings or promises offered by the Tenderer during the Tender process may be taken as an obligation NZDF under any resulting Contract.

37 Transition Plans

- 37.1 NZDF and the Service Provider will jointly prepare and agree on a detailed Transition-In Plan. The Transition-In period will run for six months from an agreed site start date.
- 37.2 NZDF will endeavour to confirm a Contract acceptance two months prior to the agreed site start date to allow the Service Provider time to mobilise all staff, equipment and resources necessary for an effective commencement to the Transition-In phase of the Contract.
- 37.3 NZDF and the Service Provider will jointly prepare and agree on a detailed Transition-Out Plan six months prior to expiry of the Contract term.

38 Address Record Database

- 38.1 NZDF uses a single commercial solution, maintained by DAYTM.COM of Sydney, to maintain a permanent live record for each of its Service Provider's address and bank account details. The Service Provider is encouraged to take up the free membership of the DAYTM.COM database system.

39 Syndicated Procurement

- 39.1 Syndicated Procurement is a Government initiative to create effectiveness and efficiencies in the public sector. It is intended that any Contract agreed to by NZDF for the provision of Facilities Maintenance and Management Services will include a 'Common Use Provision' (CUP) that will allow any Government Agency to join the Contract with the NZDF Facilities Maintenance and Management Services Service Provider, subject to endorsement by the Procurement Reform Group (PRG), under the same terms and conditions as those agreed to by NZDF. No Guarantee is given that any other public sector agency will participate during the life of the Contract.
- 39.2 Government Agencies may select all or any part of the scope of Services.