



10 June 2025

24/303



Dear [REDACTED]

Request for information related to transfer of Council Chambers and reuse of previous Council Chambers space

I refer to your official information request dated 5 May 2025 for documents concerning the relocation of the Council Chambers to the Dannevirke Town Hall and reuse of previous Council Chambers space .

Part of the information you have requested is enclosed. However, we have decided to refuse your request for quotes and invoices from contractors working on this project, under section 7(2)(b)(ii) of the Local Government Official Information and Meetings Act 1987, to protect the commercial position of the people who supplied the information. We have considered the public interest aspect of making this information available, but believe that is outweighed by the duty to protect the commercial position of the suppliers involved.

With regard to your request for documents concerning the transfer of the Council Chambers to upstairs at the Dannevirke Town Hall, and the establishment of offices in the vacated council chamber space in Gordon Street, we note that no offices have been established in the vacated space. The relocation of staff from the previously rented offices in Denmark Street to the vacated Council Chambers space in Gordon Street involved the officers bringing their existing furniture and equipment into that space.

The project came about due to a resolution of the Finance and Performance Committee, at its 19 June 2024 meeting. The meeting resolved as follows:

Rates Reduction

That the Chief Executive is directed to further reduce operational expenditure through rationalisation and operational efficiencies to decrease the overall rating requirement from Year 1 of the Long Term Plan, with further savings in Year 2.

Gilmore/Wards Carried

A division was called:

Voting for the motion: Councillors Gilmore, Wards, Franklin, Johns, Chase and Long

Voting against the motion: Councillors Peeti-Webber, Sutherland, Wallace and Her Worship the Mayor

As a result of the above resolution, savings were identified from discontinuing the rental of office space in Denmark Street, and making use of existing Council-owned spaces instead.

A budget was included in the Long Term Plan (refer pages 58-59 of Part 3 – copy attached) for \$103,000 for any work required. However, most of this budget was not required as the majority of the spend was for the audio-visual equipment which was due for renewal. Therefore the renewal funding was used for this work. No new furniture or physical alterations to either building was needed, apart from electrical cabling, as existing equipment was re-used.

Total spend is \$205,776 with IT renewals totalling \$173,780 of this.

With regard to the Council fund the payments were made from, because this project was a combination of renewal work with regards to the IT system, and minor alterations to allow for the new IT system it has come from either loan funding or Council depreciation reserves held.

Please find enclosed the following information:

- Pages 58-59 of Long Term Plan Part 3
- Copy of RFP for Tender Process including technical requirements, respondents' checklist and addendums to tender documents
- Copy of correspondence with Heritage New Zealand Pouhere Taonga

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Yours sincerely

Allie Dunn
Manager – Democracy Services

Kupu Tipoka 4: Whakapaunga Pūrawa Kē Atu

Note 4: Other Capital Expenditure

Whakapaunga Pūrawa Katoa – Tautoko Mahi

Total Capital Expenditure – Support Activity

	Year 1 2024/2025 \$000's	Year 2 2025/2026 \$000's	Year 3 2026/2027 \$000's
Growth			
Total Capital Expenditure for Growth	-	-	-
Level of Service			
Capitalisation Project Management Office	755	770	787
Computer Network Developments	22	23	24
Digitisation of Council records and Introduction of E-Services	205	314	-
District Admin Buildings Solar Power	-	23	-
District eServices and Web Platform	33	-	11
District Intergration of Council Services Admin Buildings	103	-	-
Electric Vehicles - Electricity Ducting	23	23	25
Fibre Ducting	11	12	12
Hardware Development	98	89	102
Software Development/New	383	234	100
Working Alone Solutions	-	-	24
Total Capital Expenditure for Level of Service	1,632	1,487	1,082
Renewal			
Authority (ERP) Replacement/Upgrade	-	445	-
Community Support Town CCTV Renewals	78	69	73
Council CCTV Renewals	16	17	18
District BI Project	26	26	27
District IoT devices - Renewals	11	-	12
District Plant - UAV Renewal	33	23	24
District Software Renewals	15	47	16
Hardware Renewal	531	727	523
Vehicle Renewals	257	262	268
Total Capital Expenditure for Renewal	968	1,616	960
Total Capital Expenditure for Support Activity	2,600	3,104	2,042

Year 4 2027/2028 \$000's	Year 5 2028/2029 \$000's	Year 6 2029/2030 \$000's	Year 7 2030/2031 \$000's	Year 8 2031/2032 \$000's	Year 9 2032/2033 \$000's	Year 10 2033/2034 \$000's
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-	-	-	-	-	-	-
804	821	838	854	870	887	904
25	26	27	28	30	30	32
-	-	-	-	-	-	-
13	-	-	-	-	-	-
-	11	-	12	-	12	-
-	-	-	-	-	-	-
25	27	28	29	30	31	32
13	13	14	15	15	16	16
93	106	97	110	101	115	105
200	137	106	213	146	112	225
-	-	-	-	-	-	-
1,174	1,142	1,110	1,261	1,191	1,203	1,313
-	-	-	-	-	-	-
90	94	98	95	97	101	106
19	19	21	21	21	22	22
27	28	28	29	30	30	31
-	13	-	14	-	-	-
25	39	27	28	31	46	32
16	50	17	52	18	18	18
770	698	460	837	423	1,002	1,374
274	279	285	291	296	302	307
1,221	1,220	936	1,367	916	1,521	1,891
2,395	2,362	2,046	2,628	2,107	2,724	3,204



REQUEST FOR PROPOSAL (RFP)

TARARUA DISTRICT COUNCIL – Council Chambers AV Solution

Released: 6th August 2024

Deadline for Responses: 5th September 2024

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THE OPPORTUNITY

This RFx is issued by Tararua District Council, referred to below as “the Buyer” or “we” or “us”.

WHAT WE NEED

Tararua District Council (TDC) is seeking a suitably qualified and experienced Supplier to provide:

- A complete council chambers integrated audio/visual solution
- Inclusive of design, supply, installation and testing.

SECTION 1: KEY INFORMATION

1.1 CONTEXT

- a. This Request for Proposal is an open invitation to suitably qualified suppliers to submit a response for the Council Chambers AV Solution opportunity.
- b. This RfX is the only stage of a single stage procurement process.

1.2 OUR TIMELINE

Here is our timeline for this RfX (all are New Zealand times and dates):

Site Visit (by appointment)	[09:00 – 17:00] [12 – 23 08 2024]
Deadline for Questions	[17:00] [28 08 2024]
Deadline for us to answer questions	[30 08 2024]
Deadline for Responses	[17:00] [05 09 2024]
Respondent(s) notified of their result (indicative)	[13 09 2024]
Expected start date of Contract (indicative)	[23 09 2024]

1.3 HOW TO CONTACT US

- a. Except for notifying us of your intention to respond to this request (which can be done by emailing the point of contact), all questions must be directed through GETS. We will manage all external communication through GETS during the RfX process.
- b. Should you have any issues that cannot be addressed by contacting us through GETS, please contact us as per the below details.
- c. Our Point of Contact:

Name: Paul Morris

Title/role: External Consultant and Responsible Procurement Officer

Email address: paul@moxnz.com

- d. To arrange a site visit, please contact:

Name: Violet Christison

Title/role: IT Projects

Email address: violet.christison@tararua.govt.nz

1.4 DEVELOPING AND SUBMITTING YOUR RESPONSE

- a. This is an open competitive, process.
- b. Take time to read and understand the RFX.
- c. Take time to understand our Requirements. These are in SECTION 2: of this document.
- d. Take time to understand how your Response will be evaluated. See SECTION 3: of this document.
- e. For resources on participating visit <https://www.procurement.govt.nz/suppliers/>
- f. If you have questions, ask our Point of Contact before the Deadline for Questions as per section 1.3 above.
- g. Use the Response Form(s) provided in the GETS listing for this RFX to submit your Response.
- h. Complete and sign the declaration at the end of the Response Form.
- i. Check you have provided all the necessary information in the correct format and order.
- j. Having done the work don't be late – please ensure you get your Response to us before the Deadline for Responses!

1.5 ADDRESS FOR SUBMITTING YOUR RESPONSE

- a. Responses must be submitted by electronically via GETS.
- b. We will not accept Responses sent by post, fax or delivered to our office.
- c. Make sure you include all attachments and reference material.

1.6 OUR TERMS

- a. **Offer Validity Period**
By submitting a Response, the Respondent agrees that their offer will remain open for three (3) calendar months from the Deadline.
- b. **Terms**
By submitting a Response, the Respondent agrees to the Terms described in SECTION 6: .

1.7 LATER CHANGES TO THE PROCESS

- a. After publishing the RFX, if we need to change anything or provide additional information, we will let all Respondents know by placing a notice on GETS.
- b. If you downloaded the RFX from GETS you will automatically receive notifications of any changes.

SECTION 2: OUTCOME REQUIREMENTS

2.1 BACKGROUND

The Taranua District Council office building is undergoing renovations, and this requires staff desks to be moved into the current Council chambers facilities at Gordon Street.

Council chambers functions are planned to be in the Concert Chambers room (first floor) of the Dannevirke Council Chambers and Town Hall, located at 156 High Street, Dannevirke.

2.2 KEY OUTCOMES

Upon completion of the procurement, we must be able to:

- Have a fully operational audio/visual integrated meeting room solution, suitable for Council meetings, staff meetings, and citizenship ceremonies. Completed before January 2025.
- Have a solution that is simple to operate by a single person who will also be minuting the meeting in addition to controlling other meeting functions (e.g., live streaming).
- Live stream Council meetings.

2.3 WHAT WE REQUIRE FROM A RESPONDENT:

a. Supplier – People

- A supplier that can support with staff that have at least 2 years' experience in providing AV solutions.

b. Supplier – Track Record

- A supplier who can evidence at least 1 similar project completed in the past 12 months.
- A supplier who can evidence at least 1 similar project completed in a regional/provincial location.

c. Supplier – Expertise

- A supplier that understands how to deliver their services to a regional/provincial local authority/council.
- A supplier that can manage the project with minimal support and proactively manage their sub-contractors.

d. Supplier – Performance Measurements

- A supplier that measures their performance based on work completed, not on hours burned.

e. Solution – Quality & Simplicity

- A solution that meets the needs of the technical requirements document.

f. Solution – Risk Management

- A solution that identifies typical risks involved in providing the solution and provides mitigation measures to minimise or eliminate them.

g. Solution – Time Management

- A solution that can meet the key milestones in section 2.6.

h. Solution – Assumptions/Exclusions

- A solution that clearly details all assumptions.
- A solution that keeps exclusions to a minimum.

2.4 RESPONSE REQUIREMENTS

In addition to the completed response form, we require the following to be included with your Response (where appropriate):

- Named personnel and certifications
- Evidence of Insurance
- Evidence of Health and Safety Certification

2.5 CONTRACT TERM

We expect that the Contract will commence as per section 1.2. The requirement is that all deliverables will be completed by the successful supplier before January 2025.

2.6 KEY MILESTONES

Description	Indicative date for delivery
Completion of installation and testing	Before January 2025

2.7 OTHER RFX DOCUMENTS

These documents have been uploaded on GETS and are available to Respondents – they form part of this market engagement. These include:

- Response form(s)
- Technical Requirements – Council Chambers AV Solution Rev 0

SECTION 3: OUR EVALUATION APPROACH

This section sets out the Evaluation Approach that will be used to assess Responses.

3.1 EVALUATION MODEL

The evaluation model is **Q-Score***.

**This is a method of determining value, similar to a PQM methodology, yet simpler. A final score is determined by evaluation based on the evaluation criteria. The final commercial (pricing) calculation is divided by the final score providing a Q-Score.*

Q-score = the amount of \$ required for each scoring point.

All Responses that meet the pre-conditions are evaluated using the evaluation model. Scores will assist in deciding the Successful Respondent(s), but ultimately the decision will be based on which Response(s) we consider will provide the best overall public value.

3.2 PRE-CONDITIONS

A Respondent must meet all the following pre-conditions. Submitted Responses which fail to meet one or more of the pre-conditions will not be evaluated and the Respondents details will be recorded by Taranua District Council.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Response.

#	Pre-conditions
1.	The Respondent provides their Response by the closing time and date and their Response is complete answering all aspects of the response form(s) and meeting all the pre-conditions.
2.	The Respondent accepts the RFX terms and conditions detailed in section 6.
3.	The Respondent confirms: <ol style="list-style-type: none"> there are no proceedings (including, but not limited to, bankruptcy, de-registration, insolvency), either actual or threatened, against the Respondent or related or associated entities, including any over the last five years; neither themselves nor associated entities are currently in default of any arrangement or contract that would be likely to adversely affect your financial capacity to provide services; there are no other factors which might affect the financial viability of the Respondent to successfully provide the services as detailed in the RFX; they are solvent and able to meet all debts as and when they fall due in the normal course of business; and there are no pending mergers/acquisitions or litigations against them.

4. The Respondent complies with the Health and Safety at Work Act 2015, it has appropriate policies and procedures in place and that its personnel are appropriately trained and qualified to provide the services. If this is not applicable (for example, if the Respondent will be delivering the services from outside of New Zealand) the Respondent confirms that they have the appropriate policies and procedures in place and its personnel are appropriately trained and qualified in regard to all applicable health and safety legislation in their origin jurisdiction. The Respondent can provide evidence, upon request, of the above.

5. The Respondent has appropriate levels of insurance.

If you are unable to answer yes to any of the above and still wish to respond, please tell us:

- To what extent you are unable to meet the pre-conditions, and
- What steps would you need to take to be able to meet the pre-conditions, and
- Why we should consider your response further.

3.3 EVALUATION CRITERIA

We will evaluate Responses which meet all pre-conditions according to the following criteria and weightings.

Evaluation Category	Evaluation Criteria	Weighting
Supplier	People	10%
	Track Record	15%
	Expertise	10%
	Measurements	5%
Solution	Quality & Simplicity	20%
	Risk Management	10%
	Time Management	20%
	Assumptions/Exclusions	10%
<i>Total weightings:</i>		<i>100%</i>

Price will be considered as an assessment of value against the evaluation criteria above. For example, a higher scoring response might be a higher cost but represent better overall value.

3.4 SCORING

The following scoring scale will be used in evaluating Responses. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
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EXCELLENT <i>significantly exceeds the criterion</i>	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Response identifies factors that will offer potential added value, with supporting evidence.	10
GOOD <i>exceeds the criterion in some aspects</i>	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Response identifies factors that will offer potential added value, with supporting evidence.	8
ACCEPTABLE <i>meets the criterion in full, but at a minimal level</i>	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	6
MINOR RESERVATIONS <i>marginally deficient</i>	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	4
SERIOUS RESERVATIONS <i>significant issues that need to be addressed</i>	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	2
UNACCEPTABLE <i>significant issues not capable of being resolved</i>	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

3.5 PRICE

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose quality, on time delivery, quantity and price.

If a Respondent offers a price that is substantially lower than other Responses (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all the Requirements and meeting all of the conditions of the Proposed Agreement for the price quoted.

Note: Any claims made about price must be clear, accurate and unambiguous. Prices must include or be clear about Goods and Services Tax (GST).

3.6 DUE DILIGENCE

We may undertake any form of due diligence in relation to all Respondents. The findings may be used to verify the Respondents confirmation of meeting the pre-conditions and their responses to the evaluation criteria. Examples include but aren't limited to:

- a. reference check the Respondent and any named personnel
- b. make other checks against the Respondent e.g. a search of the Companies Office or NZBN
- c. interview Respondents
- d. arrange site-visits
- e. undertake a credit check
- f. undertake a Police check for all named personnel

3.7 NEGOTIATIONS

We may negotiate with Respondents. This will be scheduled after the initial evaluation of Responses.

3.8 PUBLIC VALUE & BROADER OUTCOMES

We wish to obtain the best public value over the whole-of-life of the Contract. For us, public value means getting the best possible result using resources effectively, economically, and without waste considering:

- the total cost and benefits;
- risk and benefits to our people, our stakeholders and the general public; and
- contributions to our objectives and workplace culture.

Public value includes considerations that are not necessarily focused on price, the actual services delivered, or specific elements of our Evaluation Criteria. For instance, aspects of Responses that we expect to be viewed favourably in all our procurements include initiatives to improve worker conditions, alignment with local community development plans, support for disadvantaged demographics across New Zealand, and investment in the natural environment. You can learn more about the public value approach [here](#).

Respondents should seek opportunities to maximise the public value they offer throughout their Responses. We're keen to understand how this project can be a vehicle for delivering genuine commitments to generating measurable societal benefits - not generic promotional material. In our assessment of public value, we will ensure the successful Respondent has the optimal mix of quality, pricing and societal benefits that can help meet our objectives.

SECTION 4: PRICING INFORMATION

4.1 PRICING INFORMATION PROVIDED BY RESPONDENTS

Respondents are to provide their price as part of their Response. In submitting the Price, the Respondent must meet the following:

- a. Respondents can use their own template for pricing.
- b. The pricing must show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the contract. It must also clearly state the total price exclusive of GST.
- c. Where the price is based on fee rates, specify all rates exclusive of GST, either hourly or daily or both as required.
- d. Respondents must show how they will manage all risks, contingencies and other circumstances related to the delivery of the Requirements and include adequate provisions in the Response and pricing information to manage such risks and contingencies.
- e. Respondents must document in their Response all assumptions, qualifications and dependencies made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible. In other words, if the Respondent would expect us to pay more than the quoted price or estimate if particular assumptions, qualifications or dependencies are not satisfied, the Respondent must call out those assumptions, qualifications and dependencies.
- f. Respondents must price in NZ\$. Unless otherwise agreed, we will arrange contractual payments in NZ\$.
- g. If two or more Respondents intend to submit a joint Response the Pricing must include all costs, fees, expenses and charges chargeable by all Respondents.

SECTION 5: OUR PROPOSED AGREEMENT

5.1 PROPOSED AGREEMENT

The following is the Proposed Agreement that we intend to use for the purchase and delivery of the requirements:

- Major Services Modular Agreement

In submitting your Response, you must let us know if you wish to question or negotiate any of the terms or conditions in the Proposed Agreement or wish to negotiate new terms or conditions.

The Response Form contains a section for you to state your position. If you do not state your position, you will be deemed to have provided an incomplete response and fail to meet the pre-conditions.

Preference will be made for Respondents who accept the contract in full without changes.

SECTION 6: TERMS

Defined terms are shown using capitals. You can find definitions at the end of this Section.

6.1 PREPARING A RESPONSE

a. Respondent obligations

The Respondent must:

- i. read the complete RFX and any additional information provided and referred to by the Buyer
- ii. respond using the Response Form(s) and Pricing Schedule(s) provided and include all information the Buyer requests
- iii. consider the risks and contingencies relating to the delivery of the requirements and outline how it will manage those risks and contingencies
- iv. include any assumptions, dependencies and/or qualifications in the Response, including anything that may limit its obligations or increase its quoted pricing or cost estimates
- v. quote prices in NZ\$, exclusive of GST
- vi. obtain independent advice before submitting a Response (if necessary)
- vii. make sure the Response is correct and the pricing is sustainable, e.g. covers the Whole-of-Life of the agreement.

b. Process acceptance

By submitting a Response, the Respondent accepts the Section 6: Terms.

c. No obligation, no penalty

Suppliers are not expected or required to submit a Response to remain on any prequalified or registered supplier list.

6.2 OFFER VALIDITY PERIOD

The Response must remain open for the Offer Validity Period stated in Section 1.

6.3 RESPONDENT QUESTIONS

- a. The Respondent must make sure they understand the RFX.
- b. If the Respondent has any questions or needs clarification, they:
 - i. must submit questions before the Deadline for Questions (Section 1)
 - ii. must clearly indicate any commercially sensitive information in their questions
 - iii. may withdraw their questions at any time.

- c. When the Buyer receives questions before the Deadline for Questions:
 - i. The Buyer will respond on or before the Deadline for Answers.
 - ii. The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent's identity.
 - iii. Unless stated otherwise in the RFX, the Buyer will post both the questions and answers on GETS.
 - iv. The Buyer will not publish the Respondent's commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and publish both this and the answer. In that case the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

6.4 SUBMITTING A RESPONSE

- a. The Respondent must ensure the Buyer receives the Response at the correct address on or before the Deadline for Responses.
- b. After the Deadline for Responses, the Buyer will acknowledge receipt of the Response.
- c. The Respondent must ensure that all information they provide to the Buyer:
 - i. is true, accurate and complete
 - ii. is not misleading in any material respect
 - iii. does not contain material that infringes a third party's intellectual property rights
 - iv. is identical if they supply both hard and soft copy Responses.
- d. The Buyer may rely on the Response and all information provided by the Respondent during the RFX process (e.g. correspondence and negotiations).

6.5 EVALUATION PANEL

The Buyer's evaluation panel will evaluate the Response. The Buyer may have different evaluation panel members for evaluating different aspects of the Response. The Buyer may include independent advisors as evaluation panel members to evaluate some or all aspects of the Response.

6.6 THIRD PARTY INFORMATION

- a. The Buyer may request information from a third party where the Buyer considers the information may be relevant to the RFX process, excluding commercially sensitive information about pricing or contract terms.
- b. If this occurs, the Respondent:
 - i. authorises the Buyer to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to the Buyer

- ii. agrees the Buyer may use that information in its evaluation of the Response
- iii. must ensure that all referees listed in the Response agree to provide a reference.

6.7 CLARIFICATION OF RESPONSE

- a. The Buyer may ask the Respondent for more information or clarification on the Response at any time during the process.
- b. The Buyer need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.
- d. If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by the Buyer), the Buyer may remove the Response from its evaluation process.

6.8 EVALUATION AND SHORTLISTING OF RESPONSE

- a. The Buyer will evaluate the Response according to the Evaluation Approach (Section 3 of the RFx).
- b. The Buyer may adjust its evaluation after considering additional information or clarification, as described in Sections 6.6 and 6.7 above.

6.9 NEGOTIATIONS

- a. The Buyer may invite one or more Respondents to enter negotiations with a view to forming an agreement.
- b. During negotiations, the Buyer may:
 - i. discontinue negotiations with one Respondent and then initiate negotiations with another Respondent
 - ii. negotiate concurrently with more than one Respondent.
- c. If negotiating concurrently with more than one Respondent, the Buyer must:
 - i. treat each Respondent fairly
 - ii. prepare a separate plan for each negotiation
 - iii. hold a separate negotiation meeting with each Respondent
 - iv. advise each relevant Respondent that concurrent negotiations will be carried out.

6.10 RESPONDENT DEBRIEF

- a. At the end of the process, the Buyer will offer to debrief the Respondent. This debrief may be by letter, email, phone or a meeting.
- b. The Respondent has 10 Business Days from the date of the Buyer's offer to accept a debrief.

- c. The Buyer will provide the debrief within 30 Business Days from the date of the Respondent's acceptance of a debrief.
- d. The debrief will:
 - i. explain why the Response was successful or not successful
 - ii. explain how the Response performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Response's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantages of the successful Response
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFX and the process.

6.11 NOTIFICATION OF OUTCOME

During the 30 Business Days after the Agreement has been signed, the Buyer:

- a. will let all unsuccessful Respondents know the name of the Successful Respondent(s), if any
- b. may make public the name and address of the Successful Respondent(s) (if any) and any unsuccessful Respondents
- c. will publish a Contract Award Notice on GETS, where applicable. Contract Award Notices are available to view by the public on GETS. The Respondent may request that the Buyer withhold its address from the Contract Award Notice for privacy reasons. The Buyer may withhold the Respondent's address from the Contract Award Notice in a manner consistent with the Privacy Act 2020.

6.12 ISSUES AND COMPLAINTS

- a. The Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFX or the process at any time.
- b. When this occurs:
 - i. the Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint
 - ii. both the Respondent and the Buyer must do their best to resolve the issue or complaint
 - iii. the Buyer must not allow the issue or complaint to prejudice the Respondent's participation in the process, or limit or affect the Respondent's future procurement opportunities.

6.13 BUYER'S POINT OF CONTACT

- a. The Respondent must direct all enquiries to the Buyer's Point of Contact in Section 1.
- b. The Respondent must not approach any other employee or other representative of the Buyer, directly or indirectly, for information on any aspect of the RFX.

- c. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the RFX. The Buyer will not be bound by any statement made by any other person.
- d. The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email or posting a notification on GETS.
- e. If the Respondent has an existing contract with the Buyer, the Respondent must not use its business-as-usual communications to contact the Buyer regarding the RFX.

6.14 CONFLICT OF INTEREST

- a. The Respondent must complete the Conflict-of-Interest declaration in the Response Form. If a joint Response is being submitted, each party must complete the Conflict-of-Interest declaration separately.
- b. If a Conflict of Interest arises during the process, the Respondent must inform the Buyer immediately.
- c. The Buyer may exclude a Respondent from the process if a material Conflict of Interest arises.

6.15 ETHICS

- a. The Respondent must not attempt to influence, reward or benefit any representative of the Buyer, nor offer any form of personal inducement, in relation to the RFX or the process.
- b. The Respondent must comply with the Supplier Code of Conduct issued by the Procurement Functional Leader, and any other relevant codes of conduct listed in the RFX.
- c. The Buyer may exclude the Respondent from the process for a breach of paragraphs 6.13b, 6.13e, 6.15a or 6.15b.
- d. To maintain a fair and ethical process, the Buyer may require additional declarations or other evidence from the Respondent, or any other person, at any time.

6.16 ANTI-COLLUSION AND BID RIGGING

- a. By submitting a Response, the Respondent warrants that:
 - i. the Response has not been prepared in collusion with a competitor.
 - ii. it will not engage in deceptive or improper conduct during the process.
- b. The Buyer may exclude the Respondent from the process if a breach of these warranties occurs.
- c. The Buyer reserves the right to report suspected collusion or anti-competitive behaviour to the appropriate authority, and to give that authority all relevant information, including the Response.

6.17 CONFIDENTIAL INFORMATION

- a. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.

- b. Except as permitted by the other provisions of this Section 6.17, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the process on that party's behalf, but only for the purpose of participating in the RFX. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else and does not use the information for any purpose other than participating in the process.
- d. The Respondent acknowledges that the Buyer's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information, the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- e. The Respondent may disclose the Buyer's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with the Buyer before making such a disclosure.
- f. The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive behaviour.

6.18 COSTS OF PARTICIPATING IN THE PROCESS

Except as otherwise stated in the RFX, the Respondent must meet their own costs associated with the preparation, presentation and negotiation of the Response.

6.19 OWNERSHIP OF DOCUMENTS

- a. The RFX and its contents remain the property of the Buyer. All Intellectual Property rights in the RFX remain the property of the Buyer or its licensors.
- b. The Buyer may request the immediate return or destruction of any RFX documents and any copies, in which case the Respondent must comply in a timely manner.
- c. All documents forming part of the Response will, once they are delivered to the Buyer, become the property of the Buyer. The Response will not be returned to the Respondent.
- d. Intellectual Property rights in the Response remain the property of the Respondent or its licensors.
- e. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Response for any purpose related to the process, including keeping appropriate records.

6.20 LIMITED RIGHTS AND OBLIGATIONS

- a. Except as stated otherwise in this Section 6.20, nothing in the RFX, these Terms or the process creates a contract or any other legal relationship between the Buyer and Respondent, unless and until they enter a legally binding agreement.

- b. The following are binding on the Respondent:
 - i. The Respondent's signed declaration (contained in the Response Form(s)).
 - ii. The Respondent's obligation under Section 6.2 to ensure the Response remains open for the Offer Validity Period.
 - iii. The Respondent's obligations under paragraphs 6.4d and 6.4e. Nothing in this Section 6.20 takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the Response or in correspondence or negotiations with the Buyer.
 - iv. The standard conditions in Sections 6.13 to 6.25.
- c. Sections 6.17 and 6.19 are binding on the Buyer.
- d. Where applicable, the Buyer and each Respondent are bound by any other obligation expressly identified in Section 1 as being binding.
- e. All terms and other obligations that are binding on the Buyer are subject to the Buyer's additional rights in Section 6.22.

6.21 EXCLUSION FROM THE PROCESS

- a. The Buyer may exclude the Respondent from the process if the Respondent:
 - i. has not provided requested information in the correct format
 - ii. has breached the Terms and the Buyer considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Recipient)
 - iii. included a material error, omission or inaccuracy in the Response
 - iv. is in bankruptcy, receivership, liquidation or a Change of Control
 - v. has made a false declaration
 - vi. has a conviction for a serious crime or offence
 - vii. has failed to pay taxes, duties or other levies
 - viii. represents a threat to national security or to confidentiality of government information, and/or
 - ix. is a person or organisation designated as a terrorist by New Zealand Police.
- b. The Buyer may exclude the Respondent from the process if:
 - i. there was a serious performance issue in a previous, or current, contract delivered by the Respondent
 - ii. the Buyer considers the integrity of the Respondent is in doubt due to the Respondent's professional misconduct or an act or omission contrary to the Supplier Code of Conduct, and/or

- iii. the Buyer becomes aware of any other matter that materially diminishes the Buyer's trust in the Respondent.

6.22 BUYER'S ADDITIONAL RIGHTS

a. *Changes to the RFX*

- i. The Buyer may amend, suspend, cancel or re-issue the RFX, or any part of it, so long as it notifies the Respondent.
- ii. The Buyer may change material aspects of the RFX, such as the timeline, Requirements or Evaluation Approach, provided it gives the Respondent time to respond to update its Response in relation to the changes.

b. *Timeline*

- i. The Buyer may accept a late Response if it is the Buyer's fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late Response.
- ii. The Buyer may answer a question submitted after the Deadline for Questions and notify all Respondents about the submission of the question and the answer.

c. *The Response*

- i. The Buyer may accept or reject any Response, or part of a Response. This includes any non-compliant, non-conforming or alternative Response.
- ii. The Buyer may decide not to accept the lowest price conforming Response, unless stated otherwise in the Evaluation Approach.

d. *RFX Process*

- i. Subject to paragraph 6.9c, the Buyer may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.
- ii. The Buyer may provide Respondents with information arising from questions about the RFX.
- iii. The Buyer may withhold information arising from questions about the RFX. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
- iv. The Buyer may waive requirements or irregularities around the process if the Buyer considers it appropriate or reasonable to do so.
- v. The Buyer may amend the Proposed Agreement at any time, including during negotiations with a Respondent.
- vi. The Buyer may decide not to enter a legally binding agreement with any Respondent.

e. *Consortia and unbundling*

The Buyer may make its selection conditional on the Respondent agreeing to:

- i. the Buyer selecting the Respondent to deliver the Requirements as a joint venture or consortium with another Respondent selected by the Buyer, and/or
- ii. the Buyer selecting individual elements of the Response that can be delivered separately, unless the Response specifically states that the Response, or the relevant elements, must be taken collectively.

6.23 NEW ZEALAND LAW

The laws of New Zealand govern the RFX. Each Respondent agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the RFX or the process. The Respondent agrees that it cannot bring any claim in relation to the RFX except in a New Zealand court.

6.24 DISCLAIMER

- a. Nothing contained or implied in the RFX, or process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.
- b. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up to date.
- c. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the process, whether as a result of the Buyer exercising its rights under Section 6.22, the Buyer's negligence or breach of these Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the process, to all Respondents combined, is NZ\$5,000 or (if known and greater than \$5,000) 5% of the estimated value of the Proposed Agreement as determined by the Buyer prior to the release of the RFX.
- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

6.25 PRECEDENCE

- a. Any conflict or inconsistency in the RFX shall be resolved by giving precedence in the following descending order:
 - i. Section 1 of the RFX
 - ii. these Terms
 - iii. all other Sections of the RFX document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

DEFINITIONS

In relation to the RFX the following words and expressions have the meanings described below.

Advance Notice: A notice published by the Buyer on GETS in advance of publishing the RFX. An Advance Notice alerts the market to an opportunity. Where used, an Advance Notice forms part of the RFX.

Business Day: Any weekday 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.

Buyer: The government agency that has issued the RFX with the intent of purchasing the goods or services described in the Requirements.

Change of Control: means a change in the identity of more than 50% of those people or entities that can control an organisation, or any other direct or indirect change in control, ownership or effective management, of an organisation.

Competitors: Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFX or in general.

Confidential Information: Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the process, where that information:

- a. is by its nature confidential
- b. is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or
- c. the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.

However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.

Conflict of Interest: A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to:

- a. conflict with the Respondent's obligations to the Buyer under the RFX or in the provision of the goods or services, and/or
- b. call into question the independence, objectivity or impartiality of any person involved in the process on behalf of the Buyer.

A Conflict of Interest may be:

- a. actual: where the conflict currently exists
- b. potential: where the conflict is about to happen or could happen, or
- c. perceived: where other people may reasonably think that a person is compromised.

Contract: Any written legally binding agreement entered by the Buyer and a Successful Respondent for the delivery of the Requirements.

Contract Award Notice: A notice on GETS which a Buyer is required to publish under Rule 48 of the Government Procurement Rules, when it has awarded a contract that is subject to those Procurement Rules.

Deadline for Answers: The deadline for the Buyer to respond to questions submitted by a Respondent stated in Section 1.2 of the RFx.

Deadline for Questions: The deadline for submitting questions to the Buyer as stated in Section 1 of the RFx.

Deadline for Responses: The deadline for delivering or submitting Responses to the Buyer as stated in Section 1 of the RFx.

Evaluation Approach: The approach used by the Buyer to evaluate Responses as described in Section 3 of the RFx.

GETS: Government Electronic Tenders Service available at www.gets.govt.nz.

Intellectual Property: All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.

Offer Validity Period: The period of time when a Response is held open by the Respondent for acceptance by the Buyer as stated in Section 1 of the RFx.

Pricing Schedule: The form prescribed by the Buyer and used by a Respondent to submit its pricing for the RFx, duly completed and submitted by a Respondent as part of the Response.

Point of Contact: The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the process. The Buyer's Point of Contact is identified in Section 1 of the RFx. The Respondent's Point of Contact is identified in its Response.

Proposed Agreement: The legally binding terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5 of the RFx.

Registration of Interest: A formal request by a Buyer asking potential Respondents to register their interest in a procurement. It is the first step in a multi-step process.

Response: The response a Respondent submits in reply to the RFx. It comprises the Response Form(s), the Pricing Schedule and all other information submitted by a Respondent. These can be (but aren't limited to) a quote, a proposal and a tender.

RFx: The RFx comprises the Advance Notice (where used), the Registration of Interest (where used), the RFx document (including the Terms) and any other schedule, appendix or document attached to the RFx, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS. An RFx can be (but isn't limited to) a Request for Information (RFI), a Request for Quote (RFQ), a Request for Proposal (RFP) or a Request for Tender (RFT).

Requirements: The Buyer's requirements for goods and/or services as described in Section 2 of the RFx.

Respondent: A person, company or organisation that submits a Response in response to the RFx. The term Respondent includes each member of any consortium.

RFX Response Form: The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFX, duly completed and submitted by a Respondent as part of the Response.

Successful Respondent: Following the evaluation of Responses and successful negotiation, any Respondent who is awarded a legally binding agreement to deliver all or part of the Requirements

Terms: Means the RFX Terms as set out in Section 6 of the RFX, together with any additions or amendments to those Terms specifically identified in Section 1 of the RFX.

CHECK LIST FOR RESPONDENTS

When you are ready to submit this form, please fill out the checklist below to help ensure you submit a compliant response.

Task	✓
------	---

1. Complete all required sections of the Response Form.

2. Delete all 'supplier tip' boxes from the Response Form. 

3. Remove all yellow highlight from the Response Form.

4. Make sure that you have complied with the following instructions:

- ensure that your response is no greater than 50MB. GETS will not accept a response larger than this.
-

5. Arrange for the declaration to be signed.

6. Prepare your response for electronic submission via GETS.

Note that you can submit into GETS up to 48hrs after the closing date. This is to allow for any delays due to illness or technical difficulties. Your response will be recorded as late.

7. Arrange for the response to be submitted electronically before the Deadline for Responses.



REQUEST FOR PROPOSAL (RFP) Response Form

In response to the Request for Proposal

By: Tararua District Council

For: Council Chambers AV Solution

Date for this Response: [insert date]

SECTION 1: ABOUT THE RESPONDENT



- The section gives the Buyer basic information about your organisation and identifies your Point of Contact for the duration of the process.
- If an item is not applicable e.g. you do not have a registered office complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Response complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Response.

1.1 OUR PROFILE

Choose one of these statements to complete and delete the others.

This is a Response by [insert the name of your organisation] (the Respondent) to supply the Requirements.

OR

This is a [joint/consortium] Response, by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Type of Business:	[brief description of the type of goods and or services that your organisation specialising in delivering]
Are you a local business?	[Defined as a business that has a primary head office located within the Tararua District]
Year established:	
History:	[a brief history of your organisation, including current operations]
Physical address:	[put the address of your head office]

Postal address: [e.g. P.O Box address]

Registered office: [if you have a registered office insert the address here]

Total number of Staff in NZ:

Total staff worldwide:

Number of locations in NZ:

Overseas locations: [state any other country where organisation has an operational presence]

Business website: [url address]

Type of entity (legal status): [sole trader / partnership / limited liability company / other please specify]

NZBN number: [if your organisation has a NZBN registration number insert it here]

Country of residence: [insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]

GST registration number: [NZ GST number / if overseas please state]

1.2 OUR POINT OF CONTACT

Item	Detail
Contact person:	[name of the person responsible for communicating with the Buyer]
Position:	[job title or position]
Phone number:	[landline]
Mobile number:	[mobile]
Email address:	[work email]

1.3 INSURANCES

Insurances held

Policy #1 – Professional Liability

Name of insurers: [insert]

\$ amount of insurance cover: [insert the amount of cover under the policy]

Limitations: [state any limitations which apply to this policy]

History: [summarise your claims history for the last three years]

Policy #2 – Public Liability

Name of insurers: [insert]

\$ amount of insurance cover: [insert the amount of cover under the policy]

Limitations: [state any limitations which apply to this policy]

History: [summarise your claims history for the last three years]

1.4 FINANCES (OPTIONAL)

Financial Information

Current financial status [brief description of your organisation’s current financial status and stability]

Gross revenue [state the gross revenue for the last one/two/three years]

Gross profit [state the gross profit for the last one/two/three years]

Net Assets

Last audited accounts date: [insert date of last audited accounts]

Is a merger/sale/restructure in contemplation? [yes/no]

Is your organisation in dispute with workers or a trade union?

[yes/no]

1.5 ORGANISATIONAL AWARDS, ACCREDITATIONS, AND CERTIFICATIONS (OPTIONAL)

Awards, Accreditations and Certifications

[insert title] [insert description. Why was the award/accreditation/certification given, what for, and how is it relevant to this tender?]

[insert title] [insert description. Why was the award/accreditation/certification given, what for, and how is it relevant to this tender?]

[insert title] [insert description. Why was the award/accreditation/certification given, what for, and how is it relevant to this tender?]

1.6 HEALTH AND SAFETY

Health and safety				
Health and safety management:				
Do you have a written health and safety policy? If so, please provide a copy.	Yes		No	
Is the policy signed by the managing director (or equivalent)?	Yes		No	
How is the policy communicated to employees?				
Do you hold ISO or AS/NZS or other certificates for health and safety? If so, please provide a copy.	Yes		No	
Do you have an employee participation scheme for dealing with health and safety issues?	Yes		No	
Name the senior manager in charge of health and safety:				

Is formal health and safety training given to employees in order to carry out their roles safely?		Yes		No	
What does the training consist of? How often is it done? provide details:					
Records: Which of the following safety records do you maintain?					
Accident Register (as required by Health & Safety Act)?		Yes		No	
Hazard Register?		Yes		No	
History: Have you received health and safety award/s?		Yes		No	
If yes provide details:					
Have you had HEALTH AND SAFETY related notice/warning/fine/prosecution?		Yes		No	
If yes provide details:					
Health and safety procedures:					
Do you have an emergency procedures plan?		Yes		No	
Are formal health and safety risk / hazard assessments carried out and recorded?		Yes		No	
Is there always an investigation into any accident that results in harm, or could have resulted in harm?		Yes		No	

SECTION 2: RESPONSE TO OUR REQUIREMENTS



- In this section you are asked to provide your response to our Requirements (Section 2) by demonstrating your organisation’s ability to meet our Pre-Conditions and criteria (Section 3: Our Evaluation Approach). Carefully read Sections 2 and 3 before completing this part.
- If there is anything that you do not understand please submit your question through GETS.
- If any information you provide is commercially sensitive to your organisation **you must let us know**. Please mark the information ‘commercially sensitive’ or ‘Confidential Information’. It is not acceptable to render this whole document confidential unless this is truly the case. We have a duty to protect Confidential Information subject to the exceptions in the Terms (Section 6).
- If some of an answer is in another document e.g. a marketing brochure, place a reference to the page/section/header in this form and submit the brochure as an additional attachment or if it will exceed the size limit a hyperlink.
- It is your responsibility to ensure that we can find the details of your Response. If references to pages/sections/headers are unclear, ambiguous or incorrect then we may fail to adequately assess your Response against the evaluation criteria.
- You may include information not specifically requested by us in your Response, but only if it adds value and is relevant to our Requirements.

2.1 PRE-CONDITIONS



- You must be able to answer ‘yes’ to each of these pre-conditions. Make sure you can verify that this is the case if requested.
- If you cannot answer ‘yes’ to all, your Response may not meet our basic Requirements and is not likely to be evaluated further.

#	Pre-conditions	Meets
1.	The Respondent provides their response by the closing time and date and their response is complete answering all aspects of the response form and meeting all the pre-conditions.	[Yes/No]
2.	The Respondent accepts the RFX terms and conditions detailed in section 6.	[Yes/No]

#	Pre-conditions	Meets
3.	<p>The Respondent confirms:</p> <ul style="list-style-type: none"> a. there are no proceedings (including, but not limited to, bankruptcy, de-registration, insolvency), either actual or threatened, against the Respondent or related or associated entities, including any over the last five years; b. neither themselves nor associated entities are currently in default of any arrangement or contract that would be likely to adversely affect your financial capacity to provide services; c. there are no other factors which might affect the financial viability of the Respondent to successfully provide the services as detailed in the RFx; d. they are solvent and able to meet all debts as and when they fall due in the normal course of business; and e. there are no pending mergers/acquisitions or litigations against them. 	[Yes/No]
4.	<p>The Respondent complies with the Health and Safety at Work Act 2015, it has appropriate policies and procedures in place and that its personnel are appropriately trained and qualified to provide the services. If this is not applicable (for example, if the Respondent will be delivering the services from outside of New Zealand) the Respondent confirms that they have the appropriate policies and procedures in place and its personnel are appropriately trained and qualified in regard to all applicable health and safety legislation in their origin jurisdiction. The Respondent can provide evidence, upon request, of the above.</p>	[Yes/No]
5.	<p>The Respondent has appropriate levels of insurance.</p>	[Yes/No]

If you are unable to answer yes to any of the pre-conditions and still wish to respond, please tell us:

- To what extent you are unable to meet the requirements, and
- What steps would you need to take to be able to meet the requirements, and
- Why we should consider your response further.

[insert your answer here]

2.2 RESPONSE TO EVALUATION CRITERIA

You have the option to either:

- a. enter an answer directly into this form for each area; or
- b. submit your own document as an attachment (or hyperlink) and then just place page number/section/heading references from your document into this form.



- Here you are asked to answer questions relating to the evaluation criteria. Your Response will be scored against your answers to these criteria. Aim to give answers that are relevant, concise and comprehensive.
- Consider the % weighting for each criterion. The higher the weighting the more important it is. Take the weightings into account in deciding how much detail to include.
- If you have made any assumption about the Requirements or delivery, clearly state the assumption.
- There may be several questions that relate to one criterion. If these questions are not individually weighted assume that they are of equal importance
- We expect you to get your message across with enough evidence using less pages, please do so. As a guide each answer should not be more than half an A4 page.
- We find high quality responses offer lots of supporting evidence to back-up any claims made. Consider responding in this manner where possible.

Supplier: People	Weighting 10%
<p>Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:</p> <ul style="list-style-type: none"> - 5+ years’ experience in providing audio visual solutions - Experience in designing, installing, and testing Council Chamber solutions that include live streaming <p>Minimum Standard: To be considered further, Respondents <u>MUST</u> demonstrate:</p> <ul style="list-style-type: none"> - 2 years’ experience in providing audio visual solutions 	
<p>1. Please provide names and details of key personnel.</p> <p><i>You can add the details in your answer, or you can supply CV’s, hyperlinks to LinkedIn profiles, etc.</i></p>	

[insert your answer here]

2. Please describe 2-3 examples of projects/orders that the key personnel named in Q1 have specifically worked on.

[insert your answer here]

Supplier: Track Record	Weighting 15%
<p>Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:</p> <ul style="list-style-type: none"> - 4 projects completed in the last 12 months - 2 projects completed for a local authority/council <p>Minimum Standard: To be considered further, Respondents <u>MUST</u> demonstrate:</p> <ul style="list-style-type: none"> - 1 project completed in the last 12 months - 1 project completed for a local authority/council 	
<p>3. Please provide 2-3 examples of projects/orders you have completed of a similar scale and scope to the requirements in RFX Section 2.</p>	

[insert your answer here]

4. Which of the 2-3 projects mentioned in Q4 best demonstrate your ability to meet tight deadlines and ensure that the solution works when it goes live?

[insert your answer here]

Supplier: Expertise	Weighting 10%
<p>Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:</p> <ul style="list-style-type: none"> - They are a best practitioner in their industry <p>Minimum Standard: To be considered further, Respondents <u>MUST</u> demonstrate:</p> <ul style="list-style-type: none"> - Understanding of how to deliver their services to a local authority/council 	

- They can manage the project with minimal support and proactively manage their sub-contractors.

5. Please provide details of the services/products you provide that would fulfil the requirements in Section 2 (link to an online service listing is acceptable).

[insert your answer here]

6. What would you highlight are the biggest strengths of your organisation and how would they assist in delivering the requirements in RFX Section 2?

[insert your answer here]

Supplier: Performance Measurements	Weighting 5%
<p>Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:</p> <ul style="list-style-type: none"> - Using their measurements to drive increased performance and productivity <p>Minimum Standard: To be considered further, Respondents <u>MUST</u> demonstrate:</p> <ul style="list-style-type: none"> - Measurement of their performance based on work completed, not hours burned 	
7. How do you measure yourself to ensure quality customer/client delivery?	

[insert your answer here]

Solution: Quality & Simplicity	Weighting 20%
<p>Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:</p> <ul style="list-style-type: none"> - A robust testing methodology that ensures zero solution failures when it goes live for the first time - Urgent support in the event something regarding the solution goes wrong <p>Minimum Standard: To be considered further, Respondents <u>MUST</u> demonstrate:</p> <ul style="list-style-type: none"> - They meet the needs of the technical requirements document 	

8. Describe how your solution meets the requirements in RFX Section 2.

[insert your answer here]

9. Are there any additional benefits/value add from your services/goods?

[insert your answer here]

Solution: Risk Management	Weighting 10%
----------------------------------	----------------------

Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:

- Mitigation measures for the risks detailed in their proposal

Minimum Standard: To be considered further, Respondents MUST demonstrate:

- Clear details of the typical risks involved in completing the scope

10. Based on the information provided in the RFX, what would you describe are the key risks and how would you mitigate them?

[insert your answer here]

11. How do you approach the identification, assessment, and management of risks before, during and after delivery of the services?

[insert your answer here]

Solution: Time Management	Weighting 20%
----------------------------------	----------------------

Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:

- A solution that can be delivered earlier than the key milestones in RFX section 2.6
- A detailed timeline that includes time for design, supply, installation and testing

Minimum Standard: To be considered further, Respondents MUST demonstrate:

- A solution that meets the key milestones in RFX section 2.6

12. Please advise the latest date you can start to be able to meet the timeline requirements in RFX Section 2 and explain your constraints (if there are any).

[insert your answer here]

13. Please detail all the key milestones that must be complete to meet the timeline requirements and who is accountable for them.

[insert your answer here]

Solution: Assumptions & Exclusions	Weighting 10%
---	----------------------

Note: In scoring this section, the evaluators will place high value on Respondents that can demonstrate:

- A method for clearing any assumptions in their proposal
- Clear justification for excluding areas of scope

Minimum Standard: To be considered further, Respondents MUST demonstrate:

- Clear details of all assumptions in their proposal
- They keep exclusions to scope to a minimum

14. Please list all the assumptions and exclusions you have made to determine your solution and price (if applicable)

[insert your answer here]

15. Please detail why you have made each assumption & exclusion in your solution and price (if applicable).

[insert your answer here]

SECTION 3: PRICE



- In the RFX Section 4 we have outlined the pricing information that we are seeking. This should inform you how to present your proposed price. Where we have provided a template, we will advise you if you must use this for your pricing information.
- In preparing your pricing information you must consider all risks, contingencies and other circumstances relating to the delivery of our Requirements and include adequate provision for them. You must also document any assumptions that you have made in costing the full delivery of the Requirements.
- If asked for a 'whole-of-life' cost this is the total cost to the Buyer over the whole of the life of the Agreement. [See Guide to Total Cost of Ownership and TCO calculator on NZGP website.](#)

3.1 PRICING GUIDANCE

Price will be considered as an assessment of value against the evaluation criteria. For example, a higher scoring response might be a higher cost but represent better overall value.

You can use your own template/document to show your price. This can be an attachment to this response form. Alternatively, you can add it to this response form below.

Where PC Sums or Estimates are used, these need to be clearly marked in your price. We require you to advise what % of contingency you would recommend adding to your proposed price.

You will benefit from being clear and concise with your pricing as this will allow us to better assess your value against your overall evaluation score.

[insert your answer here]

SECTION 4: PROPOSED AGREEMENT



- In the RFX Section 5 we have detailed the terms and conditions of our Proposed Agreement. We need to know whether or not you are prepared to do business based on the Proposed Agreement.
- If you have any points that you wish to make about the Proposed Agreement this is where you tell us. Note below any suggestions or changes you wish to propose.
- It is important that, if asked, you are able to explain why your changes are important to you.
- In deciding which Respondent to award the contract, the Buyer will take into account each Respondent’s willingness to meet the Proposed Agreement terms and conditions.

Choose one and delete the other:

Having read and understood the Proposed Agreement, in RFX Section 5, I confirm that these terms and conditions are acceptable. If successful, I agree to sign a Contract based on the Proposed Agreement, or such amended terms and conditions of Contract as are agreed with the Buyer following negotiations.

OR

Having read and understood the Proposed Agreement, in the RFX Section 5, I have the following suggestions to make. If successful, I agree to sign a Contract based on the Proposed Agreement subject to negotiating the following clauses:

4.1 DEVIATIONS TO PROPOSED AGREEMENT

Clause	Concern	Proposed solution
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]

SECTION 5: REFEREES



- Here you are asked to provide the names and contact details of your referees. These must be work related referees i.e. not a friend or family member.
- The best referees are those for whom you have recently delivered similar goods or services.
- Before including their details check with them to make sure that they consent to acting as referee on behalf of your organisation.
- You may choose to use referees linked to the examples, case studies or testimonials used in other parts of your response.

Please supply the details of a minimum of two (2) referees for your organisation. Include a brief description of the goods or services that your organisation provided and when.

Please note in providing these referees you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Response. You also agree that all information provided by the referee to us will be confidential to us.

First referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Second referee	
----------------	--

Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Third referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Fourth referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]

Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Fifth referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Please contact me before you approach a referee for a reference	Yes/Not required
---	------------------

SECTION 6: OUR DECLARATION



- Here you are asked to answer questions and make a formal declaration.
- Remember to select 'agree' or 'disagree' at the end of each row. If you do not you will be deemed to have disagreed.
- Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g. chief executive or a senior manager.
- If you are submitting a joint or consortium Response each Respondent must complete a separate declaration.

Respondent's declaration

Topic	Declaration	Respondent's declaration
RFX Process, Terms and Conditions:	I/we have read and fully understand this RFX, including the RFX Process, Terms and Conditions (shortened to RFX-Terms detailed in Section 6, as amended by Section 1, paragraph 1.6. if applicable). I/we confirm that the Respondent/s agree to be bound by them.	[agree / disagree]
Collection of further information:	<p>The Respondent/s authorises the Buyer to:</p> <ul style="list-style-type: none"> • collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client • use such information in the evaluation of this Response. <p>The Respondent/s agrees that all such information will be confidential to the Buyer.</p>	[agree / disagree]
Ethics:	In submitting this Response the Respondent/s warrants that it:	[agree / disagree]

- has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor
- has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFx
- has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.

Offer Validity Period:	I/we confirm that this Response, including the price, remains open for acceptance for the Offer Validity Period stated in Section 1, paragraph 1.6.	[agree / disagree]
------------------------	---	--------------------

Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Response or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFx process the Respondent/s will report it immediately to the Buyer’s Point of Contact.	[agree / disagree]
-----------------------------------	---	--------------------

Details of conflict of interest: [if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].

DECLARATION

I/we declare that in submitting the Response and this declaration:

- the information provided is true, accurate and complete and not misleading in any material respect
- the Response does not contain intellectual property that will breach a third party’s rights
- I/we have secured all appropriate authorisations to submit this Response, to make the statements and to provide the information in the Response and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.
- I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Response may result in the Response being eliminated from further participation in the RFx process and may be grounds for termination of any Contract awarded as a result of the RFx.

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:

Full name:

Title / position:

Name of
organisation:

Date:

Thank you for responding to our RFX. We appreciate the time and resources it takes to respond.



TECHNICAL REQUIREMENTS

Council Chambers AV Solution

LEVEL 1 - OUTCOME/PROBLEM STATEMENT

1.1 BACKGROUND

The Taranua District Council office building is undergoing renovations, and this requires staff desks to be moved into the current Council chambers facilities at Gordon Street.

Council chambers functions are planned to be in the Concert Chambers room (first floor) of the Dannevirke Council Chambers and Town Hall, located at 156 High Street, Dannevirke.

1.2 WHAT DO WE KNOW?

We can advise that:

- There will be a maximum of 15 people (in total) potentially using the solution at the same time (1 x Mayor, 9 x Councillors, 1 x Chief Executive, 1 x Governance Manager and 3 x Staff Presenters)
- There will also be a staff and public gallery at the back of the room.
- The building is listed as a Historic Place Category 2.
NOTE: Project manager determined that no building compliance issues are expected to be required in undertaking the installation of this solution. No structural work is expected from this project.
- Room is heated by central boiler and radiators on walls in winter. Cooling is achieved by opening windows.
- The entire system must be simple and easily operated by one person. This person has additional tasks in the room i.e. taking minutes that are more important than operating the equipment.
- During installation, another contractor will perform all internal cabling tasks.
- Needs to be adequately protected from cyberthreats and comply with TDC cybersecurity policies.

1.3 WHAT DON'T WE KNOW?

We don't know:

- The exact dimensions of the room. Approx. 15.7m long x 7.63m wide.
- The specific specifications of all audio, visual, livestream, lighting and acoustic solutions.

1.4 (OUTCOME) WHAT CHANGE DO WE WANT TO SEE?

Upon completion of the procurement, we must be able to:

- Have a fully operational audio/visual integrated meeting room solution, suitable for Council meetings, staff meetings and citizenship ceremonies.
- Have a solution that is simple to operate by a single person who will also be minuting the meeting in addition to controlling other meeting functions (e.g., live streaming).
- Live stream Council meetings.
- The proposed system should consist of the following:
 - Audio System
 - Microphones

- Types:
 - For tables, and securely fixed in place.
 - Wireless handheld microphone, with stand suitable for mobile placement in room on existing lectern.
 - Wireless lapel microphone.
- Quantity
 - Sufficient to cover all speaking participants.
- Speakers
 - Placed as needed for even sound distribution.
 - Amplifier as needed to ensure speakers are adequately powered.
- Audio Mixer
 - Channels: enough input channels to accommodate all microphones and audio sources.
 - Features, volume control, mute options,
 - Equalisation and volume levelling,
 - The chair of the meeting must have ability to mute and override other microphones around the room separately from the main mixer.
- Visual system
 - Display
 - Large projector screen at head of the room, expected to occupy 80% of the stage, so that everyone in the room can see 12-point text clearly.
 - Widescreen to match projector.
 - Fixed in place.
 - Re-use existing LG 65” screens from current chambers to reproduce projected display to the meeting chair at head of table (those seated with back to the projected display).
 - A monitor for the operation of the cameras.
 - Re-use two existing 27” computer monitor to operate governance role note taking and meeting administration (organise PowerPoint presentations) connected to a PC.
 - Projector
 - Minimum 4K resolution projecting a bright sharp image across entire screen.
 - Bright enough to display clearly in room with lots of ambient light.
 - Video Mixing
 - Control what is displayed on screens in the room and monitor camera feed.
 - Mix different video feeds onto projected display.
 - Remote meeting
 - PowerPoint presentations
 - Screen sharing from presenters.
 - Mix different video feeds onto LG 65” screens at head of table.
- Livestreaming equipment
 - Camera
 - PTZ (Pan-Tilt-Zoom) as needed for flexible coverage.
 - Resolution: at least 1080p.

- Number enough to cover room.
- Positioned to see faces of participants seated at table clearly and visually see who is talking.
- Remote Meeting Software
 - Automatic camera switching as per microphone activation.
 - Zoom (Primarily)
 - Configured to stream live to YouTube.
 - MS Teams (occasionally)
- Lighting
 - To ensure all video captured is clear on camera.
 - Still ensure maximum visibility of projector screen display
- Acoustic Treatment
 - To reduce echo and improve sound quality of microphones as per desk layout.
 - Physical baffling and or electronic noise cancelling
- Reliability
 - Ability to resolve issues by scheduled (every Thursday) reset of equipment, and ability to remotely support issues by monitoring.

1.5 WHY IS IT IMPORTANT?

It is important that Tararua District Council has:

- has a fully functional council chambers for Tararua District Council in Dannevirke, with easy-to-use modern equipment

1.6 DELIVERABLES (DESCRIPTION ONLY)

- Design of the solution, including:
 - Electrical power requirement specification
 - Power supply specifications (voltage, current, and any special power conditioning needs)
 - Total power consumption needs of proposed solution.
 - To inform switchboard and uninterruptible power supply (UPS) requirements.
 - Installation requirements
 - Cabling (data and electrical) placement plan (microphones, speakers, video, network, & power)
 - Specific wiring requirements, and any other electrical infrastructure.
- Supply of new hardware and ancillary equipment proposed in solution.
- Installation and configuration of the solution for use.
- Testing of the solution to ensure it works when TDC “go live” for the first time.
- As-built documentation of solution, including specified device supported life timeframes and warranty and support.
- Support services for monitoring system performance, servicing, and resolving of issues. Maximum timeframe to supply replacement hardware, next day replacement and installation expected.
- Training
 - Operational use and administration

Allie Dunn

From: Mitchell Guile
Sent: Tuesday, 10 June 2025 1:39 pm
To: Sarah Walshe
Subject: Additionally - 4 Addendums to the Tender are noted below

File upload will be enabled after new addendum is created

Published Addenda List

▼ Addendum 1 - Council Chambers AV Solution: Floor Plan and Site Photos

Please find attached floor plan and site photos.

File Name

[East wall.jpg](#)

[Entrance and public gallery.jpg](#)

[Floor Plan - New Council Chamber.png](#)

[From public gallery looking at stage.jpg](#)

▼ Addendum 2 - Council Chambers AV Solution: Correct Contract Template

There was an incorrect template originally issued with the RFP.

This has been withdrawn and the correct template was added in response to a Q&A from a Supplier.

In case other potential respondents have not identified/captured the new template via the answer to the question, we have added it here via

File Name

[TDC Modular Agreement Major Services - Blank Template.docx](#)

▼ Addendum 3 - Council Chambers AV Solution: Ceiling Strength

We have enclosed copies of the seismic bracing that was carried out as part of the town hall strengthening project. (F on the legend & draw

File Name

[20082024070316-0001.pdf](#)

▼ Addendum 4 - Council Chambers AV Solution: Change of Requirements

We now require that the tables can be moved out of the way. This means that anything on the tables that is wired needs to be unpluggable ;

The reason for this is that there are now new proposed uses of the room: staff meetings and other civic functions (for example citizen cerem

Our staff meetings also have an additional requirement where music playback and singing occurs. Music playing on the speakers in the roo

Previously the intention was that the tables were fixed in place and never moved.



Mitchell Guile | Procurement Specialist
Legal Counsel & Procurement | Tararua District Council

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Please return to the sender and delete your copy. Thank you.

From: [Dave Watson](#)
To: [Allie Dunn](#)
Subject: FW: Town Hall
Date: Tuesday, 10 June 2025 1:47:56 pm
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi Allie this is the contact with Heritage NZ

Dave Watson | Manager – Special Projects

Executive | Tararua District Council

☎ Phone: +64 6 3744099 | Mobile: +64 27 4518639

✉ Dave.Watson@Tararua.govt.nz

From: [REDACTED]@heritage.org.nz>
Sent: Wednesday, 24 July 2024 4:00 pm
To: Dave Watson <Dave.Watson@Tararua.govt.nz>
Subject: RE: Town Hall

EXTERNAL EMAIL ALERT: Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Dave,

Thanks for your email.

This sounds acceptable to Heritage NZ as the works required are modest and will not impact the heritage values of the Town Hall.

Kind regards

[REDACTED]

[REDACTED] | Conservation Advisor | Central Regional Office | Heritage New Zealand
Pouhere Taonga |

Visit www.heritage.org.nz and learn more about New Zealand's heritage places

Tairangahia ā tua whakarere; Tātakihia ngā reanga o āmuri ake nei – Honouring the past; Inspiring the future

From: Dave Watson <Dave.Watson@Taranuadc.govt.nz>

Sent: Wednesday, July 24, 2024 1:29 PM

To: [REDACTED] <[\[REDACTED\]@heritage.org.nz](mailto:[REDACTED]@heritage.org.nz)>

Subject: Town Hall

You don't often get email from dave.watson@taranuadc.govt.nz. [Learn why this is important](#)

Hi [REDACTED]

I have just got your email details from Robert Hood .

I am seeking clarification to what I need to provide the Heritage society prior to doing any work at the Dannevirke Townhall.

My project is to relocate the Council Chamber from our admin building, upstairs to the old Concert chamber in the townhall.
We are setting it up for basically for Council meetings.

The things I need to do is to install a few more power points approx. 4
We need to set up a camera system for streaming/ recording council meetings outside and to a large TV set up which will be located on the stage
A speaker system for microphones at the council tables so people speaking can be heard clearly within the room.
Our IT department will be installing a PC set up at the front Mayors table,

There is no physical work as such to the room itself.
Have you any other advice for me.

Thanks

Cheers Dave

|



Dave Watson | Manager – Special Projects

Executive Group | Taranua District Council

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5 May 2025

Bryan Nicholson
Chief Executive Officer
Tararua District Council
Dannevirke 4930

Dear Bryan

I hereby apply under the Official Information Act for documents concerning the transfer of the Council Chambers to upstairs at the Dannevirke Town Hall, and the establishment of offices in the vacated council chamber space in Gordon Street.

Specifically, I would like to trace the governance process of the transfer, reports and resolutions, budgets and tender documents relating to it. Also quotes and invoices from the contractors who worked on the Gordon Street and Town Hall sites.

Also, the payments made to each contractor and what council fund they were paid from, up to the end of March 2025.

Correspondence and communication with Heritage New Zealand regarding alterations to the Town Hall building should be included in this request.

Yours faithfully



Ratepayer