

28 October 2025

[REDACTED]
Sent via email to [REDACTED]

LG25-0286 – Chief Executive Recruitment Procurement Plan

Dear [REDACTED],

REQUEST FOR OFFICIAL INFORMATION – PARTIAL RELEASE OF INFORMATION

Thank you for your request for information held by the Queenstown Lakes District Council (QLDC). On 18 September 2025 you requested the following information under the Local Government Official Information and Meetings Act 1987 (LGOIMA):

1. A copy of the procurement departure request required for all contracts [valued at] >\$100,000 if an open tender is not used.
2. The tender documents/RFP [Request for Proposal] that went to the three [recruitment] suppliers.
3. A copy of the decision to appoint [the awarded supplier], with details of who voted and who made the decision.
4. A copy of the proposed contract mentioned in the Procurement Plan.
5. The contract [the awarded supplier] has signed - to understand the specific deliverables agreed including any details around engagement and transparency.
6. A list of the people who have signed confidentiality agreements, as indicated by the [procurement] Plan.
7. A copy of the conflict-of-interest declaration signed by [the awarded supplier].
8. The value of all work done for QLDC by each of the three QLDC suppliers who replied to the RFP over the last three years.
9. In addition, could you please provide the details of the relevant [procurement] Panel. I'd like to see:
 - a. The Procurement Plan for the recruitment of the Panel.
 - b. The full list of Panel members.
 - c. The Panel Rules.

QLDC RESPONSE

In response to your request, we consulted with both the QLDC People and Capability Team and the QLDC Procurement Team.

1. A copy of the procurement departure request required for all contracts [valued at more than] >\$100,000 if an open tender is not used.

In this case, the [Procurement Plan](#) itself served as the procurement departure form, containing all required information. It was approved by a QLDC officer with delegated authority to approve procurement departures. This approach was used instead of the standard form because Chief Executive Mike Theelen's decision not to seek reappointment had not yet been publicly announced.

Please note that the enclosed link will expire on 27 November 2025, 8:55 AM (UTC+12:00) Auckland, Wellington.

2. The tender documents/RFP [Request for Proposal] that went to the three suppliers.

Please find attached the [Request for Proposal for Chief Executive Recruitment](#) that was issued to the three shortlisted suppliers.

Please note that the enclosed link will expire on 27 November 2025, 11:24 AM (UTC+12:00) Auckland, Wellington.

8. The value of all work done for QLDC by each of the three QLDC suppliers who replied to the RFP over the last three years.

The following table outlines the total value of services provided to QLDC by each of the three recruitment agencies that responded to the recent Request for Proposal (RFP), over the past three years (GST inclusive):

Supplier Name	Total Value (NZD)
Awarded supplier	\$16,932.57
Supplier A not selected	\$115,681.79
Supplier B not selected	\$135,405.59

9. In addition, could you please provide the details of the relevant [procurement] Panel. I'd like to see:

c. The Panel Rules.

The QLDC Procurement Guidelines refer to "Panel Rules" in the context of a secondary procurement process; however, this was not applicable in this case, as the process was not strictly a secondary procurement from an established panel and drew from the Ministry of Business, Innovation and Employment (MBIE) All-of-Government (AoG) Talent Acquisition Services Panel and existing suppliers to QLDC that were forming part of the QLDC Recruitment Services Panel.

An Evaluation Briefing was held prior to the distribution of supplier responses. The briefing covered:

- Confidentiality of responses
- Requirement for individual scoring to be completed independently
- Evaluation matrix and scoring methodology
- Importance of maintaining objectivity throughout the scoring process
- Next steps, including individual evaluations, a consensus meeting, and the introduction of pricing only after agreement on non-price attributes

A separate discussion was also held with the Director of People and Capability, who subsequently briefed the Mayor.

The AoG Talent Acquisition Services Panel is administered by the MBIE. Public information about the panel — including participating suppliers and the procurement framework — can be accessed via MBIE's website: [Talent acquisition services providers | New Zealand Government Procurement](#).

Decision to withhold information

We have good reason under section 7(2)(b)(ii), section 7(2)(f)(i), section 7(2)(f)(ii), section 7(2)(h) and section 7(2)(i) of the LGOIMA for withholding the requested information. We consider it is necessary to withhold this information on the basis of the following grounds:

- Section 7(2)(b) - the withholding of the information is necessary to protect information where the making available of the information—
 - ii. would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.
- Section 7(2)(f) - the withholding of the information is necessary to maintain the effective conduct of public affairs through—
 - i. the free and frank expression of opinions by or between or to members or officers or employees of any local authority in the course of their duty.
- Section 7(2)(f) - maintain the effective conduct of public affairs through—
 - ii. the protection of such members, officers, employees, and persons from improper pressure or harassment.
- Section 7(2)(h) - the withholding of the information is necessary to—
 - enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.
- Section 7(2)(i) - the withholding of the information is necessary to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).

3. A copy of the decision to appoint [the awarded supplier], with details of who voted and who made the decision.

Section 7(2)(f)(i): This provision protects the effective conduct of public affairs by ensuring that members, officers, and employees of a local authority can express their opinions freely and frankly in the course of their duties. The appointment decision involved internal deliberations and candid discussions. Releasing this information could inhibit open communication among officials, leading to self-censorship and reducing the quality of advice and decision-making.

Section 7(2)(f)(ii): This provision safeguards members, officers, and employees from improper pressure or harassment, ensuring that individuals involved in sensitive decision-making can perform their duties impartially and without undue interference. In this case, the withheld information identifies who voted and who made the decision to appoint the awarded supplier. Disclosure could expose these individuals to external scrutiny, lobbying, or criticism that may amount to undue pressure or harassment.

In this case, these provisions ensure that the Council can maintain the integrity of its governance processes, support free and frank internal discussion, and protect individuals from improper influence. The need to withhold this information outweighs any public interest in disclosure.

Section 7(2)(h): This provision enables local authorities to carry out commercial activities without prejudice or disadvantage. Disclosure of the details surrounding the appointment decision could reveal aspects of Council's commercial evaluation or selection methodology, potentially undermining its ability to conduct future procurement activities fairly and effectively.

The need to protect both the individuals involved and the Council's commercial integrity outweighs any public interest in disclosure.

4. A copy of the proposed contract mentioned in the Procurement Plan.

Section 7(2)(b)(ii): This provision safeguards information where release would be likely to unreasonably prejudice the commercial position of the person of entity who supplied or who is the subject of the information.

In this case, the service agreement contains commercially sensitive terms between Council and the awarded supplier, including pricing, deliverables, and performance expectations. Disclosure could place the supplier at a competitive disadvantage in future tenders or negotiations and discourage open engagement with Council by commercial entities.

Section 7(2)(h): This provision enables local authorities to carry out commercial activities without prejudice or disadvantage. Disclosure of the detailed contractual terms could undermine Council's position in future procurements or negotiations with other providers by disclosing its approach to commercial terms and pricing.

The need to protect the commercial interests of both parties and ensure that Council can continue to operate effectively in a competitive environment outweighs any public interest in disclosure.

5. The contract [the awarded supplier] has signed – to understand the specific deliverables agreed, including any details around engagement and transparency

Section 7(2)(f)(ii): Names and identifying details of Council officers involved in negotiating or approving the contract have been withheld to protect them from improper pressure or harassment. Ensuring that staff can participate in contract management and negotiations without fear of external influence supports the effective conduct of public affairs.

Section 7(2)(h): This provision protects the ability of the local authority to carry out commercial activities without prejudice or disadvantage. The contract contains commercially sensitive information, including specific deliverables, engagement arrangements, and other operational terms. Disclosure of these details could compromise Council's ability to manage similar commercial arrangements effectively in the future.

Section 7(2)(i): This provision safeguards the ability of the local authority to carry on negotiations without prejudice or disadvantage. Certain elements of the contract remain relevant to ongoing or anticipated discussions with suppliers, and disclosure could weaken Council's negotiating position or adversely affect future engagements.

In this case, these provisions ensure the protection of commercially sensitive information, support free and frank internal discussion, and maintain the integrity of Council's negotiation processes. The need to withhold this information outweighs any public interest in its disclosure.

6. A list of the people who have signed confidentiality agreements, as indicated by the [procurement] Plan.

Section 7(2)(f)(ii): This provision protects members, officers, employees, and other persons from improper pressure or harassment, thereby maintaining the effective conduct of public affairs.

In this case, the withheld information identifies specific individuals who signed confidentiality agreements in connection with the procurement process. Releasing these names could expose those individuals to unwarranted scrutiny or external pressure, particularly given the sensitive nature of the recruitment process.

Protecting their identities ensures they can continue to perform their roles impartially and without undue influence. The public interest in transparency is satisfied through disclosure of the process, without needing to identify the individuals personally involved.

7. A copy of the conflict-of-interest declaration signed by [the awarded supplier].

Section 7(2)(h): This provision enables local authorities to carry out commercial activities without prejudice or disadvantage.

In this case, the conflict-of-interest declaration forms part of the supplier's commercial relationship with Council. Disclosure could reveal internal governance arrangements, commercial affiliations, or declarations that might reasonably be regarded as confidential in a competitive environment. Making such information public could deter future suppliers from providing full and frank disclosures or engaging openly in procurement processes.

Accordingly, withholding is necessary to preserve confidence in the Council's commercial dealings and ensure its ability to manage procurement activities without disadvantage.

8. The value of all work done for QLDC by each of the three QLDC suppliers who replied to the RFP over the last three years.

Section 7(2)(b)(ii): This provision safeguards information where release would be likely to unreasonably prejudice the commercial position of the person of entity who supplied or who is the subject of the information.

In this case, releasing the names of the suppliers who participated in the RFP could unreasonably prejudice their commercial position by disclosing their involvement in a specific procurement opportunity. Disclosure could affect how these suppliers are perceived in the market or by other clients and may discourage participation in future Council procurement processes.

On balance, the public interest in protecting fair participation and maintaining supplier confidence in Council procurement outweighs the interest in disclosing the identities of the suppliers involved.

Decision to withhold or refuse information

9. In addition, could you please provide the details of the relevant [procurement] Panel. I'd like to see:
- a. The Procurement Plan for the recruitment of the Panel.
 - b. The full list of Panel members.

We have good reason under section 17(e) of the LGOIMA for refusing the information requested. We consider it is necessary to refuse the requested information on the basis of the following grounds:

- Section 17(e) – that the document alleged to contain the information requested does not exist or, despite reasonable efforts to locate it, cannot be found.

Section 17(e) of the LGOIMA clarifies that a local authority is not required to provide information that does not exist or cannot be found despite reasonable efforts. This ensures that the absence of information is not due to negligence but reflects its genuine non-existence.

We understand your interest in this documentation and have made reasonable efforts to locate the information requested. However, no procurement plan or list of panel members exist. In this case, no “relevant [procurement] panel” was established or used for the procurement of the recruitment agency engaged to undertake the Chief Executive recruitment. The process was conducted through a one-step closed RFP rather than via a supplier panel arrangement. Accordingly, no procurement plan or list of panel members exists for this purpose.

As a local authority, we are committed to fulfilling our obligation to provide access to information that we hold. However, pursuant to Section 17(e) of the LGOIMA, we are unable to release information that either does not exist or cannot be found despite our reasonable efforts.

If, however, your request was intended to refer to the membership of the tender evaluation panel (i.e., those who assessed the RFP responses), the details of that panel are withheld under the grounds outlined in the following section.

a. The Procurement Plan for the recruitment of the Panel.

Section 7(2)(f)(ii): Names and identifying details of officers involved in developing or approving the plan have been withheld to protect them from improper pressure or harassment. Ensuring that staff can participate in procurement processes without fear of external pressure supports the effective conduct of public affairs.

Section 7(2)(h): The Procurement Plan contains details of Council’s commercial approach, evaluation methodology, and supplier selection strategy. Release of this information could prejudice Council’s future procurement activities by revealing commercially sensitive procedures or strategic considerations.

Section 7(2)(i): This provision protects the ability of a local authority to carry on negotiations without prejudice or disadvantage. Some elements of the Procurement Plan remain relevant to ongoing or future negotiations with suppliers, and disclosure could weaken Council’s negotiating position or affect future tender outcomes.

In this case, these provisions are necessary to protect the integrity of both the individuals involved and the Council's commercial and negotiation processes.

b. The full list of Panel members.

Section 7(2)(f)(ii): Disclosure of individual panel members' names could expose them to external scrutiny, lobbying, or criticism, thereby placing them under improper pressure or harassment. Protecting these individuals enables them to perform their functions objectively and maintain the integrity of the procurement process.

In this case, the need to protect against improper pressure outweighs the public interest in release.

Public interest considerations

[REDACTED]

When making decisions about withholding information, we carefully consider the public interest—including whether release would promote transparency, accountability, or informed public participation—and whether those considerations are strong enough to outweigh the reasons for withholding. QLDC fully recognises the importance of these principles and remains committed to releasing information wherever possible to support good governance and public trust.

However, in this instance, QLDC has determined that the need to withhold part of the requested information—on the basis that its release would likely:

- prejudice the commercial position of the supplier or the local authority (section 7(2)(b)(ii));
- maintain the effective conduct of public affairs through the free and frank expression of opinions by or between employees of any local authority in the course of their duty (section 7(2)(f)(i));
- protect members, officers, employees, and other persons from improper pressure or harassment in the course of their duties (section 7(2)(f)(ii));
- protect the ability of the local authority to carry out commercial activities without prejudice or disadvantage (section 7(2)(h)); and
- enable the local authority to carry on negotiations, including commercial and industrial negotiations, without disadvantage (section 7(2)(i))—

are considerations not outweighed by the public interest in favour of disclosure.

Accordingly, we consider that sections 7(2)(b)(ii), 7(2)(f)(i), 7(2)(f)(ii), 7(2)(h), and 7(2)(i) of the LGOIMA apply. In this case, these grounds for withholding are not outweighed by any overriding public interest considerations favouring disclosure.

Right to review the above decision

Note that you have the right to seek an investigation and review by the Ombudsman of this decision. Information about this process is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

If you wish to discuss this decision with us, please contact Naell.Crosby-Roe@qldc.govt.nz (Director Democracy Services).

We trust that the above information satisfactorily answers your request.

Kind regards,

A black rectangular box used to redact a signature.

Democracy Services Team
Corporate Services | Queenstown Lakes District Council
P: +64 3 441 0499
E: informationrequest@qldc.govt.nz

Memo

Subject:	Procurement plan to source a recruitment agency to be ready for the new Council to use for CE recruitment
To:	GM Corporate Services and QLDC Chief Executive
From:	[REDACTED], Director of People & Capability
Date:	1 October 2025

This email relates to the procurement plan dated 4 August 2025 (Procurement Plan) to source a recruitment agency to be ready for the new Council to use for CE recruitment.

With the current Chief Executive ending his term in February 2026, It was my role to ensure there was a recruitment agency available for the new Council to use.

1. Delegation to engage recruitment agencies

As the Director of People & Capability, I hold the operational and financial delegations to engage recruitment agencies. I am qualified and well placed in the organisation to do that. Recruitment agencies advertise roles and source candidates for QLDC, following which the relevant General Manager has the delegation to make hiring decisions. In the case of the Chief Executive, those hiring decisions are reserved to the full Council (see LGA2002 s42 and Sch 7 s32(1)(e)).

It has come to my attention the procurement plan was incorrectly signed, and this was an error. The "approval of the budget" section should have been signed by me. I was in charge of the process and I approved of the Procurement Plan, so to avoid any doubt **I hereby ratify and confirm the approval of the Procurement Plan and the allocated expenditure for it.**

I also take the opportunity to provide the following clarifications:

2. Decision to appoint the Chief Executive

As stated above, by law hiring decisions must be made by the full Council. Nothing in the Procurement Plan detracts from that. My authority to engage recruitment agencies is a sub-delegation from the Chief Executive. I am aware it is the full Council's prerogative to choose a different way of recruiting a new Chief Executive; my role was to assist Council with best practice recruitment.

3. Procurement panel

When selecting the panel to evaluate potential recruitment agencies, I felt it was important to include some members of Council on that panel. The members of the performance committee seemed to be an obvious choice, given their experience in managing chief executive performance. As members of the panel they were performing a procurement function, as opposed to a Council function. Council's Procurement Guidelines provide for

this, and state: *"Depending on the activity – the team could include a mix of skills and experience, staff and external resources, technical and support functions."*

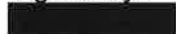
4. Contract with successful recruitment agency

The Procurement Plan has an indicative "contract start date" of 15 September 2025. This is the date the recruiter will become a supplier to QLDC, and they will remain a supplier for a specified term. However, in terms of the job of assisting Council to recruit a CE, this cannot commence until after the Council has approved the job description for the new CE, and after Council has provided any other instructions it may wish to give. If the Council decides at any point to change the recruiter, then the recruiter will stand down and be paid for work to date.

5. Budgeted costs

The amount stipulated as the budgeted cost is a conservative estimate, and includes a buffer, to cover agency fees, disbursements such as travel and accommodation for recruiters and candidates, and contingencies such as the need to go a second time to the market if things don't work out the first time. The actual fee paid to the recruiter is expected to be less than this.

Signed by:



Director of People & Capability
QLDC

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Queenstown Lakes District Council

Procurement Plan

Chief Executive

Recruitment

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Document development control	
Prepared by:	
Position / title:	Director, People and Capability
Business unit:	People & Capability
Document version:	1

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Acronyms

The following acronyms are used in this document.

Acronym	Term
RFP	Request for proposal

Approvals

Authority to proceed to procurement

Project sponsor		
Approval to:	Approach the market to identify executive recruitment agencies for Chief Executive (CE) appointment	
RFP start:	4 th August 2025	
Contract start:	15 th September 2025	
Name:	[REDACTED]	
Position/title:	Mayor	
Signature:		Date:

Approval of the budget

Delegated financial authority holder			
Total cost:	[REDACTED]		
Financial year:	Financial year	Amount	Funding type
	25/26	[REDACTED]	Opex
	26/27	[REDACTED]	
Name:	[REDACTED]		
Position/title:	Mayor		
Signature:		Date:	

Approval of the evaluation criteria and methodology

Subject matter expert		
Name:	[REDACTED]	
Position/title:	Director, People and Capability	
Signature:		Date: 4/08/2025

Endorsement of the Procurement Plan

Procurement Manager		
Name:	[REDACTED]	
Position/title:	Procurement Manager	
Signature:		Date:

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Background

What are we buying and why

- This plan relates to the appointment of a new Chief Executive Officer (CE), in accordance with the Local Government Act 2002. The Local Government Act 2002, outlines the process for recruiting a CE for local authorities in New Zealand. The Act, specifically section 42 and clauses 33-34 of Schedule 7, requires a local authority to appoint a CE. This appointment is for a term not exceeding five years, with a performance review and potential reappointment process nearing the end of each term.
- The key objective of this procurement is to confidentially select one specialist executive recruitment agency, due to the commercial sensitivity of the matter and potential media interest.
- The proposed outcomes of this procurement are to:
 - Deliver increased public value through effective recruitment of CE
 - Reduce provider and participating agency costs of engagement through agreed terms
 - A third party to manage this process, due to best practice in accordance to the Good CE guide: Recruiting and managing Councils CEs link [here](#).

Importance to the agency

This procurement is essential in order to help us to achieve the desired strategic and operational outcomes, as listed below.

1. Access to Specialised Talent - A specialist executive recruitment agency will have access to executive talent and potential passive executive candidates across local government, central government and private sector. The recruitment agency must demonstrate diversity, equity and inclusion (DEI), recruitment practices. This includes strategies that mitigate bias, promote equal opportunities and diverse sourcing.

2. Efficiency in Hiring – This will support the organisation's goals without unnecessary delays or resource wastage. By streamlining executive recruitment workflows, clearly defining roles and expectations, we can reduce time-to-hire, minimise costs, and secure the right talent swiftly. This approach not only aligns with operational priorities, but also enhances the organisation's ability to adapt to evolving demands with a succinct recruitment and appointment timeframe.

3. Cost Management - Transparent fee structures and performance metrics minimise hidden costs and ensures prudent financial management with recruitment costs and ensure value for the ratepayers. A retainer approach is the least desired option, due to the importance of the value for the ratepayers and perceptions, regarding recruitment retainer fee structures.

4. Consistency and Quality Assurance – The preferred respondent recruitment agency will be vetted for their capabilities, ensuring a consistent standard of executive candidate quality. It is key for a strong positive executive recruitment reputation and brand, particularly within the local government sector. It is important to demonstrate a successful placement history of CE's.

5. Scalability and Flexibility - A recruitment agency that provides the flexibility to scale recruitment efforts up or down. This includes within the agency, across sectors, including

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nationally and in Australasia, digital recruitment strategy and collateral, depending on organisational needs. The recruitment agency to have the bench strength for additional hands-on executive recruitment support, when needed and the capability to look at the big picture of the shifting local government landscape for a strategic CE appointment. This includes the capability and the flexibility to collaborate with both internal and external parties, seeking input from kaimahi, the governing body, community or local boards, iwi partners and key stakeholder organisations, when required. The flexibility to meet in-person for key meetings, interviews and milestones for the recruitment process is essential, whilst remaining cost effective and mindful of carbon footprint.

6. Compliance and Risk Management – The recruitment agency will adhere to pre-agreed compliance standards, ensuring alignment with employment laws, organisational policies and the Local Government Act 2002. This includes comprehensive pre-employment checks, such as referencing and robust probity checks. It is imperative to have the availability, competency and capability to facilitate council workshops as subject matter experts in executive recruitment within the local government sector and ensure compliance. In addition, attend as subject matter experts for council meetings, when required and in-person attendance required. Confidentiality is paramount as the recruitment agency will be dealing with the personal and professional lives of individuals and there will be substantial media interest, compared to other CE Council appointments. It is imperative to have a successful track record with probity and all compliance checks.

7. Enhanced Relationships and Collaboration - Building strong partnerships with elected members, particularly the performance committee and the officer supporting, through this recruitment process. It is paramount to foster a comprehensive understanding of QLDC's culture, goals, expectations, the political environment and challenges facing the district. It is important for the recruitment agency to have meaningful connections across local government.

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Market Analysis

The supply market

- The key suppliers and their market shares (supply) are local and or have previously worked with QLDC.
- Competition is primarily based on service offering / fit for purpose / price / quality / service type/ delivery time.
- Councils value as a customer
- The value of the agency's account and the attractiveness of the account have been assessed.
- A detailed statement of our market analysis is contained in *Appendix 3*.

Desired supplier relationship

- Given the significance of the contract, the level of desired trust and communication with the supplier and the approach to managing risk the agency will seek a strategic collaborative relationship
- This means working together with regular check ins and progress reports to ensure the supplier and buyer are working together towards the same goal in a timely manner.
- One supplier will be appointed as a sole recruitment agency, unless the recruitment process is unsuccessful.

Requirements and costs

Our requirements

- A detailed statement of our business requirements is contained in *Appendix 1* and highlights in the importance of a recruitment agency section.

Key dates

- We require the contract to commence by 15th September 2025.
- We estimate that the sourcing of the supplier and contract negotiations will take three weeks.
- This means that the procurement must be initiated by 4th August 2025.

Estimated Costs

An estimate of the total cost over the whole-of-life of the recruitment agency contract, exclusive of GST is

██████.

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Key Stakeholders

Internal Stakeholders

The key internal stakeholders are:

Role	Characteristics	Stakeholders
Responsible	The person or people responsible for undertaking the procurement.	[REDACTED]
Accountable	The person or people that have authority to make decisions and are accountable for the outcomes.	Mayor, performance committee
Supportive	The person or people that do the real work.	[REDACTED]
Governance / Elected members	End users of the service	Elected members

Communications

The agency will communicate with internal stakeholders through regular face to face and online meetings, email and conversations, where project controls and progress are calibrated.

Procurement Process

Type of procurement

- The recommended approach to market is a one-step closed RFP.
- The reason for this recommendation is to understand the specialist executive recruitment agencies in the market can provide these services at a competitive cost, whilst maintaining commercial sensitivities.
- This approach to market fits with the agency's procurement policies, the *Government Procurement Rules* and the New Zealand Government's procurement principles.
- The opportunity will be emailed to the selected respondents rather than using GETS, this is due to the sensitive nature of the procurement and the current public reporting regime of QLDC procurements awarded through the Government Electronic Tendering System (GETS).

Evaluation Panel

The procurement evaluation panel will be comprised of people as described below

Non-voting members

Role	Name	Organisation
Chair of evaluation panel:	[REDACTED]	QLDC
Administrative support:	[REDACTED]	QLDC

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Voting members

Representative/s	Name	Organisation
Business group/owner:	People & Capability	QLDC
User group/beneficiary:	Performance Committee	QLDC
Subject matter expert:		QLDC

Proposed Timeline

The proposed timeline for the procurement is as follows.

Indicative Timeline

Action	Indicative date
Pre-Procurement	
Procurement plan approved	04/08/2025
RFP documents developed	24/07/2025
RFP documents approved	4/08/2025
Action	Indicative date
Procurement	
Panel confidentiality and conflict of interest declarations signed	12/08/2025
Invited respondent direct approaches	4/08/2025
Last date for respondent questions	11/08/2025
Last date for QLDC to answer questions	12/08/2025
RFP Closing Date	Midday 15/08/2025
Action	Indicative date
Evaluation	
Evaluation panel briefing	11/08/2025
Evaluation panel considers responses individually	15/08/2025 – 7/09/2025
Evaluation panel consensus meeting	9/09/2025
Panel question and answer session/s with respondent/s (where required)	9/9/2025 - 11/9/2025
Panel minutes and recommendation	10/09/2025
Recommendation accepted/denied	11/09/2025
Action	Indicative date
Post- Evaluation	
Contract negotiations & execution	12/9/2025 -15/09/2025
Advise bidders of outcome	16/09/2025
Debrief unsuccessful suppliers	17/09/2025 -19/09/2025
Contract start date	15/09/2025

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Evaluation Methodology

Evaluation Method

QLDC will evaluate the Proposals using a Weighted Attribute model, in accordance with the criteria (and relative ranking or weightings) referred to in the table below. However, in general terms, QLDC will be looking to deliver the Project for a reasonable price relative to quality and performance and assess Respondents by reference to their understanding of and ability to deliver the Scope of Works/Specification, their willingness to meet the terms and conditions of the Proposed Contract, as well as the value for money offered by their Proposal.

Evaluation criteria and weightings

CRITERIA	IMPORTANCE OF EACH CRITERION
Pass/Fail Criteria (pre-conditions) (NZ national presence or be locally based)	Pass/Fail
Health and Safety	Pass/Fail
Broader Outcomes	Pass/Fail
Experience/Track Record	25%
Capability to Deliver Requirements	15%
Capacity to Deliver Requirements	15%
Proposed solution (fit for purpose)	15%
Willingness to meet QLDCs terms and conditions	5%
Value for Money (price)	25%
TOTAL	100%

Due Diligence

The following verification matrix will be used as part of the evaluation and due diligence process. The table shows how elements of the criteria will be verified by the panel.

Evaluation and due diligence options	Criteria		
	Fit for purpose	Ability to deliver	Value for money
Reference checks	✓	✓	✓
Presentation/ Q&A session (where required)		✓	
Audited accounts (where required)		✓	

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Contract Type

- The short-listed supplier will be offered a QLDC Services Agreement
- The proposed contract term is two years any extension entirely at Councils decision. This may be supported with a reappointment process.
- The form of contract to be entered into is the QLDC services agreement or the relevant MBIE/DIA Marketplace contract.
- Where Respondents wish to negotiate terms, this should be set out in the relevant Reply Form. If you do not notify QLDC of any negotiation points in the requisite Appendix to the RFP, you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

Risk Management

- Overall this procurement is deemed to be low value with medium risk
- Key risks have been assessed against the risk framework detailed at Appendix 2. They have been assessed on the basis of likelihood (L) and consequence (C).
- They key for the following risk tables is:
 1. likelihood (L): R = rare U = unlikely P = possible outcome L = likely A almost certain
 2. consequence (C): N = negligible L = low M = moderate H = high E = extreme

Key risks in the procurement process

Risk	L	C	Rating	Mitigation action	Responsible
• Caliber of suppliers inadequate	U	S	Medium	Pre-select respondents based on current knowledge of the market.	People & Capability Director
• Low response rate	U	S	Medium	Actively engage with respondents to gauge the level of interest in responding.	Procurement Manager
• Responses received are non-complying	U	S	Medium	Actively engage with respondents to ensure they understand the importance of providing compliant responses.	Procurement Manager

Key risks in delivering the contract

Risk	L	C	Rating	Mitigation action	Responsible
• Service does not meet expectations	U	S	Medium	Set expectations early – regular meetings, progress reports and measuring of impact	People & Capability Director

Probity Management

It is essential that the agency demonstrates ethics and integrity in its procurements. This means:

- acting fairly, impartially, and with integrity
- being accountable and transparent
- being trustworthy and acting lawfully
- managing conflicts of interest protecting the supplier's commercially sensitive and confidential information

Probity in this procurement will be managed by:

- ensuring compliance with the agency's code of conduct
- ensuring that financial authority for the procurement is approved before proceeding to the market
- ensuring everyone involved in the process signs a confidentiality agreement and declares any actual, potential or perceived conflict of interest
- identifying and effectively managing all conflicts of interest
- treating all suppliers equally and fairly
- providing each respondent with a comprehensive debrief at the end of the procurement process where requested by the respondent/s.

Contract Delivery

- The responsibility for managing delivery under the contract and supplier relationships management will pass to the People & Capability Director on the signing of the contract. This person will develop a contract and relationship management plan in consultation with the successful supplier.
- The supplier performance will be reviewed as required.

Appendix 1: Specification of requirements

The below breakdown of our business requirements provides clarity on the scope of services expected from recruitment agencies on our panel.

Requirement Description	Priority (MoSCoW)
Review job description and confirm requirements Collaborating with the performance committee, wider council and People & Capability Director to ensure job description is accurate, up- to-date, and align with the organisation's hiring needs. This includes confirming the essential and desirable criteria for CE candidates. Also, proving insights from industry best practice.	Must
Job analysis Assessing the specific responsibilities, skills, and qualifications required for the role to identify the ideal candidate profile. This helps in targeting the right talent efficiently.	Must
Industry research Conducting research into the current industry trends, hiring challenges, and talent availability to tailor the recruitment approach effectively.	Must
Talent pooling and searching databases Building and maintaining a database of potential executive candidates, proactively identifying individuals who match the organisation's future needs.	Must
Headhunting Engaging in targeted outreach to attract passive executive candidates who may not be actively seeking opportunities but have the necessary skills and experience. It is imperative to demonstrate an extensive executive database of high calibre executive candidates.	Must
Advertisement writing Crafting compelling and accurate executive job advertisements that effectively communicate the role and QLDC organisational values.	Must
Advertising Selecting and utilising appropriate channels to publish executive advertisements, including online job boards, social media, industry-specific platforms, traditional mediums and other mediums such as LinkedIn.	Must
Skill testing Providing or arranging for comprehensive assessments to evaluate candidates' technical skills, problem- solving abilities, and aptitude relevant for a CE role.	Must
Reviewing applications Screening and assessing incoming applications to ensure they meet the job requirements and align with the organisation's hiring criteria and local government best practice.	Must
Management of applicant communications Ensuring timely, professional, and clear communication with candidates at every stage of the hiring process to enhance their experience and maintain the organisation's reputation.	Must
Applicant matching and screening Aligning candidate qualifications, experience, and aspirations with the job requirements to identify strong matches for the position.	Must
Phone screening Conducting initial phone interviews to assess candidates' qualifications, experience, and cultural fit before advancing them in the process.	Must
Long-listing and short-listing Creating comprehensive lists of potential candidates (long-list) and refining these into a	Must

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focused group of top candidates (short-list) for consideration by the performance committee.	
Arranging and schedule interviews (phone-based, video call or in person) Coordinating logistics for interviews, whether phone-based, video calls, or in-person meetings, to ensure smooth scheduling and communication between all parties.	Must
Interview support Providing assistance during the interview process, such as facilitating interviews, offering guidance on best practices, and ensuring compliance with organisational standards and creating the interview plan.	Must
Reference checking including checks on performance and behaviour Contacting professional references to verify a candidate's past performance, reliability, and behavioural attributes relevant to the role. Ensuring references meet QLDC's requirements (a minimum of 2 references with one being from the candidates current/most recent manager). This may include contacting referees that are based overseas.	Must
Credential checks and verification Validating a candidate's qualifications, certifications, and other credentials to ensure they meet the role's requirements. This includes the ability to check overseas qualifications and criminal checks.	Must
Identifying preferred candidates in conjunction with hiring managers Collaborating with the performance committee to select the most suitable candidates based on the assessment of their skills, experience, and fit with the organisation.	Must
Completing remuneration negotiations and offer acceptance Managing discussions around salary, benefits, and other employment terms to secure the candidate's acceptance while staying within organisational policies. It is important that the salary expectations and salary banding is transparent from the initial candidate screening.	Must
Providing consistent and accurate labour market information including salary market comparison Offering insights on labour market trends, talent availability, and salary benchmarks to inform hiring decisions and maintain competitiveness.	Must
Invoicing Ensuring timely and accurate generation of invoices for recruitment services, in alignment with agreed terms and organisational policies. A retainer model approach is the least desirable option.	Must
Recruitment reporting statistics Providing regular, detailed reports on recruitment metrics, such as candidate applications, head hunting statistics, digital statistics with advertising mediums, candidate quality, to evaluate the effectiveness of the process and identify areas for improvement.	Should
Compliance Ensure compliance with legislation such as Privacy Act 2020, Employment Relations Act 2000, Health & Safety at Work Act 2015, Holidays Act 2003, Local Government Act 2002 etc	Must

Appendix 2: Risk Register

		Consequence				
		Minor	Moderate	Major	Significant	Extreme
Likelihood	Very Likely	M	M	H	VH	VH
	Likely	L	M	H	H	VH
	Moderate	L	M	M	H	VH
	Unlikely	i	L	M	M	H
	Rare	i	i	L	L	M

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Appendix 3: Market Research

Company	Synopsis	Specialty	Length of time in business	NZ business number	Local to QLDC area	QLDC Supplier
[REDACTED]	• The leading provider of executive search and selection services. • Trusted advisors to a range of diverse public and private sector companies for over 60 years.	Executive	[REDACTED]	[REDACTED]	N	Y
[REDACTED]	• Leading Executive Recruitment Agency specialising in executive search services and talent acquisition across NZ and Australia.	Variety of industries	[REDACTED]	[REDACTED]	N	Y
[REDACTED]	• Specialise in board and executive-level search and recruitment for the public, private, and not-for-profit sectors.	Executive	[REDACTED]	[REDACTED]	N	Y

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REQUEST FOR PROPOSAL (RFP)

for

Chief Executive Recruitment

THIS REQUEST FOR PROPOSALS (RFP) INCLUDING ALL ACCOMPANYING AND ASSOCIATED DOCUMENTS IS AN INVITATION TO TREAT, AND DOES NOT CONSTITUTE ANY FORM OF OFFER TO ANY PARTY. THIS RFP CANNOT GIVE RISE TO A CONTRACTUAL RELATIONSHIP AND SHALL NOT BE USED AS THE BASIS FOR ANY CLAIM AGAINST THE QUEENSTOWN LAKES DISTRICT COUNCIL. THE SUBMISSION OF A PROPOSAL SHALL CONSTITUTE AN OFFER TO THE QUEENSTOWN LAKES DISTRICT COUNCIL AND IS AN ACKNOWLEDGMENT OF THE RESPONDENT'S ACCEPTANCE AND UNDERSTANDING OF THIS STATEMENT.

Release Date: 4/08/2025

RFP Closing Date: 12:00pm 15/08/2025

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1. REQUEST FOR PROPOSAL

- 1.1. Queenstown Lakes District Council (QLDC) invites proposals from qualified parties for goods and/or services in relation to the appointment of a new Chief Executive Officer (CE), in accordance with the Local Government Act 2002. This is further set out in Appendix A.
- 1.2. Respondents intending to submit a Proposal must comply fully with the terms of this RFP. A failure to comply with these terms and conditions may result in the Respondent being rejected from the Request for Proposal (RFP) process. QLDC may waive any irregularities at its absolute discretion. Confidentiality is paramount for this RFP process.

2. KEY INFORMATION AND TIMELINE

2.1. RFP Release Date:	4/08/2025
2.2. Market briefing:	N/A
2.3. Site Visits:	N/A
2.4. Closing Date and Time:	15/08/2025, 12:00 p.m. NZST
2.5. Deadline for questions:	Four Business Days before the Closing Date
2.6. Address for questions:	pamela.parker@QLDC.govt.nz
2.7. Address for proposal submission:	pamela.parker@QLDC.govt.nz
2.8. Offer Validity Period:	2 months from the Closing Date
2.9. RFP Terms:	by submitting a Proposal, the Respondent agrees to the RFP Terms described in Section 3
2.10. Presentations by shortlisted Respondents (indicative and if required):	9/9/2025 - 11/9/2025
2.11. Expected contract start date:	15/09/2025
2.12. RFP contact:	pamela.parker@QLDC.govt.nz
2.13. RFP submission method:	Email to pamela.parker@QLDC.govt.nz
2.14. RFP amendments:	will be emailed directly to respondents

3. RFP TERMS

PROPOSALS

- 3.1. Proposals must be submitted no later than 12:00 p.m. on the Closing Date 15/08/2025.
- 3.2. Proposals must be submitted confidentially via email to pamela.parker@QLDC.govt.nz
- 3.3. It is the sole responsibility of the Respondent to ensure that their Proposal is received by the Closing Date.

- 3.4. Each Proposal must include fully completed Reply Forms and must not be more than 50 pages in length.
- 3.5. Where the RFP stipulates that pricing or financial information must be kept separate from the main part of the Proposal, the Respondent must ensure that they are submitted in a separate digital file and clearly marked 'Financial and Pricing Information'.
- 3.6. The pricing provided in a Proposal, should contain a detailed breakdown of each component of the Project.
- 3.7. Any price specified in a Proposal must be GST exclusive, but inclusive of all other taxes, liabilities, expenses and costs associated with performance of the services and/or provision of the goods (as appropriate) including but not limited to compliance with all relevant statutes, regulations and bylaws of government, local and other public bodies.
- 3.8. Without limiting the generality of the foregoing:
 - a) The Respondent will be responsible for meeting any customs duties or any other taxes (excluding GST) on any Products supplied from overseas.
- 3.9. By submitting a Proposal, the Respondent accepts the RFP Terms.
- 3.10. In providing a Proposal pursuant to this RFP, Respondents warrant that information provided to QLDC for use in accordance with this RFP:
 - a) Is true, accurate and complete;
 - b) Is not misleading and is in all material respects correct;
 - c) Does not breach any third-party intellectual property rights; and
 - d) Is sustainable and covers the maximum possible contract term (i.e., not just the initial term).
- 3.11. Respondents should include in their Proposal all relevant information that will assist QLDC to evaluate the Proposal. QLDC will rely on information provided by, or on behalf of, a Respondent at all stages of the Project. Information should therefore be complete and accurate.
- 3.12. Failure to provide comprehensive and accurate information that QLDC considers essential for the evaluation of the Respondents' qualifications, or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Respondent at QLDC's discretion.
- 3.13. QLDC reserves the right to "package" the works described in this RFP into separate contracts, to omit work or to include other work not described. If QLDC considers that the change is material to proposals, it will give notice of the change to Respondents and may make other consequential adjustments (including to the timeframes for response).
- 3.14. All Proposals submitted will become the property of QLDC and do not have to be kept, destroyed or returned to the Respondent. QLDC may use the information as it sees fit, subject to the confidentiality provisions below.
- 3.15. Respondents shall be deemed to have:

- a) carefully examined this RFP, all associated documents and any other material made available in writing by QLDC to Respondents for the purpose of responding, and
 - b) made their own interpretation deductions and conclusions as to the difficulties and costs of complying with all of the obligations of this RFP.
- 3.16. Respondents must not provide any form of incentive to QLDC employees or representatives during the RFP process. Such actions will be deemed to be corrupt practice and the Respondent shall be subject to summary exclusion from the process at the sole discretion of QLDC.
- 3.17. Respondents must complete the conflict of interest declaration in the Proposal Submission Form and must immediately inform QLDC should a conflict of interest arise during the RFP process. A material conflict of interest may result in disqualification of the Respondent at QLDC's discretion.

THIRD PARTY INFORMATION

- 3.18. QLDC may request information from a third party where QLDC considers the information may be relevant to the RFP process, excluding commercially sensitive information about pricing or contract terms.
- 3.19. If this occurs, the Respondent:
- a) authorises QLDC to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to QLDC
 - b) agrees the QLDC may use that information in its evaluation of the Proposal
 - c) must ensure that all referees listed in the Proposal agree to provide a reference.

CLARIFICATION OF PROPOSAL

- 3.20. QLDC may ask the Respondent for more information or clarification on the Proposal at any time during the RFP process.
- 3.21. QLDC need not ask all Respondents for the same clarification.
- 3.22. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by QLDC.
- 3.23. If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by QLDC), QLDC may remove the Proposal from its evaluation process

OFFER VALIDITY PERIOD

- 3.24. The Proposal must remain open for the Offer Validity Period stated in section 2.

RESPONDENT QUESTIONS

- 3.25. If the Respondent has any questions or needs clarification, they:
- a) must submit questions before the Deadline for Questions (Section 2 of the RFP)

- b) must clearly indicate any commercially sensitive information in their questions
 - c) may withdraw their questions at any time.
- 3.26. Questions received before the Deadline for Questions will be responded to within two Business Days.
- 3.27. Where QLDC deems it necessary, Respondent Questions and answers may be disclosed to other Respondents via direct email due to confidentiality. Where this occurs, the questioning Respondent's identity and any commercially sensitive information will not be disclosed.

RFP PROCESS AND VARIATIONS TO THE PROCESS

- 3.28. The QLDC may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.
- 3.29. The QLDC may provide Respondents with information arising from questions about the RFP.
- 3.30. The QLDC may withhold information arising from questions about the RFP. 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.
- 3.31. The QLDC may answer a question submitted after the Deadline for Questions and notify all Respondents about the submission of the question and the answer.
- 3.32. The QLDC may waive requirements or irregularities around the RFP process if the QLDC considers it appropriate or reasonable to do so.
- 3.33. QLDC will be entitled to correct, alter, vary, add to or withdraw any aspect of this RFP (including, but not limited to, the withdrawal of any part of the Project) in order to meet its specifications at any time. All corrections, variations, additions and withdrawals will be notified in writing to the Respondents (email), other than those who have been eliminated from consideration as part of the evaluation process. Respondents acknowledge that QLDC shall bear no liability for any such variation of this RFP.
- 3.34. Those Respondents notified of any correction, variation, addition or withdrawal will be given the opportunity to amend their Proposal as appropriate. The submission of an amended Proposal will be governed by these terms and conditions, unless QLDC notifies otherwise.
- 3.35. The QLDC may accept a late Proposal if it is the QLDC's fault it is late, or if the QLDC considers there is no material prejudice to other Respondents in accepting a late Proposal.
- 3.36. The QLDC may amend the Proposed Contract at any time, including during negotiations with a Respondent.
- 3.37. The QLDC may decide not to enter into a Contract with any Respondent.

ACCEPTANCE AND REJECTION OF PROPOSALS

- 3.38. Every Proposal shall be a contractual offer made to QLDC.

- 3.39. A Proposal will remain open for acceptance, and may not be revoked, during the Offer Validity Period. QLDC may accept or reject a Proposal in accordance with these terms and conditions.
- 3.40. No Proposal shall be accepted until QLDC and the successful Respondent enter into a written contract, and no Proposal shall be deemed to be rejected unless and until the Respondent has been notified in writing of such rejection.
- 3.41. QLDC reserves the following rights in respect this RFP and the Project:
- a) QLDC shall not be obliged to accept the lowest price conforming Proposal, unless stated otherwise in this RFP;
 - b) QLDC may accept or reject any Proposal, or part of a Proposal, including any non-compliant, non-conforming or alternative Proposal;
 - c) QLDC may waive any non-compliance or irregularities associated with the RFP process;
 - d) QLDC may terminate, repeat or recommence the whole or any part of the RFP process of at any time and QLDC will give notice of this to Respondents;
 - e) to reissue this RFP or issue any other RFP relating to the Project with any modifications as it deems appropriate;
 - f) to enter into post-evaluation discussions with any one or more Respondents;
 - g) to withdraw any part of the Project and QLDC will give notice of this to Respondents; and
 - h) to take any other course of action at its absolute discretion.

CONSORTIA AND UNBUNDLING

- 3.42. The QLDC may make its selection conditional on the Respondent agreeing to:
- a) the QLDC selecting the Respondent to deliver the Requirements as a joint venture or consortium with another Respondent selected by the QLDC, and/or
 - b) the QLDC selecting individual elements of the Proposal that can be delivered separately, unless the Proposal specifically states that the Proposal, or the relevant elements, must be taken collectively.

CONFIDENTIALITY

- 3.43. QLDC and each Respondent shall keep confidential any information gained directly or indirectly in connection with this RFP or any negotiations entered into during or as a result of the RFP process.
- 3.44. Such information shall be used only for purposes contemplated by this RFP, including any subsequent preparations for a final contract, and in no circumstances shall such information be used outside of this RFP process for the Respondent's own purposes or for its own profit or gain.
- 3.45. No information shall be disclosed to any other person, including any other Respondent, except as permitted by this RFP, permitted by written consent of the parties, or as required by law.

- 3.46. QLDC is subject to LGOIMA requests for information. Where such a request for a Respondent's confidential Information is received, QLDC shall 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.
- 3.47. QLDC 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.
- 3.48. No Respondent, including the successful Respondent, shall make any public statement concerning QLDC, this RFP or the Project without the prior consent of QLDC.

COSTS

- 3.49. Each Respondent shall meet its own costs incurred in connection with the preparation of a Proposal in meeting the requirements of this RFP and in taking part in the RFP process, including legal fees incurred by the Respondent for the preparation of a Proposal or completion of the final contract, as well as any travel or accommodation expenses.
- 3.50. QLDC shall not be responsible for any costs or expenses incurred by a Respondent under any circumstances.

OWNERSHIP OF DOCUMENTS

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

EXCLUSION FROM THE RFP PROCESS

- 3.56. The QLDC may exclude the Respondent from the RFP process if the Respondent:
 - a) has not provided requested information in the correct format
 - b) has breached the RFP-Terms and the QLDC 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)
 - c) included a material error, omission or inaccuracy in the Proposal
 - d) is in bankruptcy, receivership or liquidation

- e) has made a false declaration
- f) has a conviction for a serious crime or offence
- g) has failed to pay taxes, duties or other levies
- h) represents a threat to national security or to confidentiality of government information, and/or is a person or organisation designated as a terrorist by New Zealand Police.

3.57. The QLDC may exclude the Respondent from the RFP process if:

- a) there was a serious performance issue in a previous, or current, contract delivered by the Respondent
- b) the QLDC 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
- c) the QLDC becomes aware of any other matter that materially diminishes the QLDC's trust in the Respondent.

COMMUNICATIONS BETWEEN RESPONDENTS AND QLDC

- 3.58. All questions and requests for further information in addition to that contained in this RFP should be submitted by the Deadline for Questions as set out in Section 2 of this RFP. Requests received after this date will only be considered at the discretion of QLDC.
- 3.59. If Respondents are unsure about any requirements of the terms or meaning of words used in this RFP, they should contact QLDC at the earliest opportunity.
- 3.60. Questions of interest and importance received from Respondents will be documented, together with a reply, and may be copied to all parties to whom this RFP has been distributed. This will include any errors and omissions identified and any new information obtained. Respondents consent to this process as a condition of submitting their Proposal. QLDC will exclude from any material distributed to all Respondents any elements relevant to a particular approach that it believes is or may be commercially sensitive or of significant differentiation to a particular Respondents.
- 3.61. No communications from the Respondents to QLDC will be permitted during the evaluation of the Proposals except where initiated by QLDC.
- 3.62. QLDC may seek additional information from any Respondent as it deems appropriate.
- 3.63. To ensure all Respondents are treated in a fair and equitable manner Respondents must email any enquiries relating to this RFP to the RFP Contact. Respondents are not to approach any other QLDC staff.

SITE VISITS

- 3.64. To properly ascertain the scope and magnitude of the Project, the Respondents may wish to visit the site(s). Prearranged site visit details are set out in Appendix A. Where there are no prearranged site visits, visits to the sites can be arranged by contacting the RFP Contact via email.

TERMINATION

- 3.65. QLDC may, at its absolute discretion, terminate the whole or any part of the RFP process at any time and for any reason, including (but not limited to):
- a) if, in QLDC' opinion, the whole or any part of the RFP process, or any Proposal, has been corrupted in any material way; or
 - b) if the Project (including any part of the Project) is cancelled, postponed, or withdrawn.

NEW ZEALAND LAW

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

DISCLAIMER OF LIABILITY

- 3.67. Nothing contained or implied in the RFP, or RFP process, or any other communication by the QLDC to the Respondent is to be construed as legal, financial or other advice.
- 3.68. The QLDC 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.
- 3.69. The QLDC 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 RFP process whether as a result of the QLDC exercising its rights under the RFP, the QLDC's negligence or breach of these RFP Terms, the QLDC failing to select the Respondent as the Successful Respondent, or any other cause.
- 3.70. To the extent that liability cannot be excluded, the maximum aggregate liability of the QLDC, its agents and advisors in connection with the RFP process, to all Respondents combined, is NZ\$1.00.

4. EVALUATION OF PROPOSALS

EVALUATION METHODOLOGY

- 4.1. QLDC will evaluate the Proposals using a Weighted Attribute model, in accordance with the criteria (and relative ranking or weightings) referred to in the table below. However, in general terms, QLDC will be looking to deliver the Project for a reasonable price relative to quality and performance and assess Respondents by reference to their understanding of and ability to deliver the Scope of Works/Specification, their willingness to meet the terms and conditions of the Proposed Contract, as well as the value for money offered by their Proposal, all as further set out in annexure B.

CRITERIA	IMPORTANCE OF EACH CRITERION
Experience/Track Record	25%
Capability to Deliver Requirements	15%
Capacity to Deliver Requirements	15%
Proposed Solution/Fit for Purpose	15%
Broader Outcomes	Pass/Fail
Willingness to meet QLDCs terms and conditions	5%
Value for Money (price)	25%
TOTAL	100%

- 4.2. In evaluating the Proposals QLDC may also take in account the results of any reference checks, site visits or any other due diligence exercise and any other relevant knowledge or information that it has or obtains in relation to the Respondent.
- 4.3. Respondents should note that:
- price is not the sole factor taken into consideration by QLDC and, accordingly, the Proposal with the lowest price will not necessarily be accepted;
 - QLDC will not be obliged to provide Respondents with reasons for its decisions or recommendations at any stage of the evaluation process;
 - acceptance and rejection of a Proposal shall be conducted as QLDC deems appropriate; and
 - the times set out for the evaluation process are estimates only and may be reduced or extended at QLDC's absolute discretion and QLDC will give notice of any material changes to Respondents.
- 4.4. In evaluating Proposals QLDC will usually rank each Respondent in terms of preference (i.e. first preferred, second preferred, and so on). The first preferred Respondent will be notified that it has been successful and will be expected to conclude the contract with QLDC in a time frame acceptable to QLDC.
- 4.5. If the first preferred Respondent has not concluded the contract within a time frame acceptable to QLDC, the contract process with the first preferred Respondent will be suspended and QLDC may notify the second preferred Respondent and commence the contract process with the second preferred Respondent. This procedure may be continued until a contract is concluded with one of the preferred Respondents (who may be any of the preferred Respondents whose contract process was suspended by QLDC should QLDC decide to reopen the contract process with that preferred Respondent) or until QLDC decides to terminate the RFP process by rejecting all Proposals.
- 4.6. Unsuccessful Respondents will be notified once a contract is concluded or a decision is made to reject all Proposals, or earlier at QLDC's absolute discretion. During the period referred to in such a notice any unsuccessful Respondent may request a debrief.

DUE DILIGENCE ON RESPONDENT

- 4.7. The Respondent acknowledges that by submitting a Proposal it authorises QLDC to undertake any reasonable due diligence measures on the Respondent, including but not limited to:
- a) verifying with any third party any information included in the Proposal or disclosed to QLDC in connection with the Proposal;
 - b) contacting any third party referees provided in the Proposal;
 - c) obtaining a credit check on the Respondent.

5. FORMATION OF CONTRACT

- 5.1. The conditions of contract shall be in the form of Contract set out in Appendix C. Any proposed variation to the Contract must be clearly set out in the Proposal Submission Form.
- 5.2. QLDC may invite one or more Respondents to enter into negotiations with a view to forming a contract.
- 5.3. During negotiations, QLDC may:
- a) discontinue negotiations with one Respondent and then initiate
 - b) negotiations with another Respondent
 - c) negotiate concurrently with more than one Respondent.
- 5.4. If negotiating concurrently with more than one Respondent, QLDC must:
- a) treat each Respondent fairly
 - b) prepare a separate plan for each negotiation
 - c) hold a separate negotiation meeting with each Respondent
 - d) advise each relevant Respondent that concurrent negotiations will be carried out.
- 5.5. Unless QLDC agrees otherwise, the Respondent agrees that any legally binding contract that may result from the negotiations will be essentially in the form in Appendix C of the RFP (Proposed Contract).

6. RESPONDENT DEBRIEF

- 6.1. At the end of the RFP process, the QLDC will offer to debrief the Respondent. This debrief may be by email, phone or a meeting.
- 6.2. The Respondent has 10 Business Days from the date of the QLDC's offer to accept a debrief.
- 6.3. The QLDC will provide the debrief within 30 Business Days from either the date of the Respondent's acceptance of a debrief, or the date the Contract is signed, whichever is later.
- 6.4. The debrief will:
- a) explain why the Proposal was successful or not successful

- b) explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
- c) indicate the Proposal's relative strengths and weaknesses
- d) explain, in general terms, the relative advantages of the successful Proposal
- e) seek to address any concerns or questions from the Respondent
- f) seek feedback from the Respondent on the RFP and RFP process.

7. NOTIFICATION OF OUTCOME

7.1. During the 30 Business Days after the Contract has been signed, the QLDC:

- a) will let all unsuccessful Respondents know the name of the Successful Respondents, if any
- b) may make public the name and address of the Successful Respondents (if any).
- 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 QLDC withhold its address from the Contract Award Notice for privacy reasons. The QLDC may withhold the Respondent's address from the Contract Award Notice in a manner consistent with the Privacy Act 2020.

8. ISSUES AND COMPLAINTS

- 8.1. The Respondent may, in good faith, raise with QLDC any issue or complaint about the RFP or RFP process at any time through the QLDC's Procurement Manager.
- 8.2. When this occurs:
 - a) QLDC will consider and respond promptly and impartially to the Respondent's issue or complaint
 - b) both the Respondent and QLDC must do their best to resolve the issue or complaint

9. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, words and expressions used in this RFP have the following meanings:

Advance Notice means a notice published by the QLDC on GETS in advance of publishing the RFP.

Business Day means 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.

Contract means the contract to be entered into by QLDC and the successful Respondent in the form set out in Annexure C;

Closing Date means the date specified in Section 2 of this RFP;

GST means Goods and Services Tax payable in accordance with the Goods and Services Tax Act 1985 (NZ);

QLDC means the Queenstown Lakes District Council.

Competitors means any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.

Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFP 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 means a situation where 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 QLDC under the RFP or in the
- b) provision of the goods or services, and/or
- c) call into question the independence, objectivity or impartiality of any person
- d) involved in the RFP process on behalf of the QLDC.

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 means any written Contract entered into by the QLDC and a Successful Respondent for the delivery of the Requirements.

Contract Award Notice means notice on GETS which a QLDC 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. However, unlikely to publish a contract award for this RFP process, due to confidentiality.

Deadline for Answers means the deadline for the QLDC to respond to questions submitted by a Respondent stated in Section 2 of the RFP.

Deadline for Proposals means the deadline for delivering or submitting Proposals to the QLDC as stated in Section 2 of the RFP.

Deadline for Questions means the deadline for submitting questions to the QLDC as stated in Section 2 of the RFP.

Evaluation Approach means the approach used by the QLDC to evaluate Proposals as described in Section 4 of the RFP.

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

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

Offer Validity Period means the period of time when a Proposal is held open by the Respondent for acceptance by the QLDC as stated in Section 2 of the RFP.

Pricing Schedule means the form prescribed by the QLDC and used by a Respondent to submit its pricing for the RFP, duly completed and submitted by a Respondent as part of the Proposal.

Point of Contact means the nominated person by both the QLDC and the Respondent.

Project means the project described in Appendix A;

Proposal means a Respondent's response to this RFP;

Proposal Submission Form means the forms set out in Appendix C;

Proposed Contract means the contract terms and conditions proposed by the QLDC for the delivery of the Requirements as described in Appendix B of the RFP.

RFP means this Request for Proposal document and Appendixes;

RFP Contact means the person set out in Section 2 of this RFP;

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

Request for Proposals (RFP) means

- the Advance Notice (where used); and the Registration of Interest (where used); and
- the RFP document (including the RFP-Terms); and
- any other schedule, appendix or document attached to the RFP; and any subsequent information provided by the QLDC to Respondents through the QLDC's Point of Contact or GETS.

Requirements means the QLDC's requirements for goods and/or services as described in Appendix A of the RFP.

Respondent means a person, company or organisation that submits a Proposal in response to the RFP and includes each member of any consortium.

RFP Response Form means the forms and declaration prescribed by the QLDC (in Appendix C) and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.

RFP-Terms means the RFP Terms as set out in Section 3 of the RFP, together with any additions or amendments to those RFP Terms as notified via GETS.

Scope of Works (SOW) means the detailed description of the nature and scope of the Project and specifications for delivery of the Project as set out in Appendix A;

Specifications means the detailed specifications for delivery of the Project as set out in the Scope of Works.

Successful Respondent means any Respondent who is awarded a Contract to deliver all or part of the Requirements.

Working Day means 9am-5pm on a day that is not a Saturday, Sunday or public holiday in Christchurch, New Zealand.

APPENDIX A - REQUIREMENTS

BACKGROUND

Queenstown Lakes District Council (QLDC) is a territorial authority in Te Wai Pounamou South Island. It has the important job of making decisions alongside and on behalf of people living in the district including managing infrastructure such as roading and three waters, facilitating recreation and culture, resource management and regulatory functions, environmental health and safety, and community wellbeing and development. The Queenstown Lakes District area is 8,467 square kilometres with 13 townships / settlements: Albert Town, Arrowtown, Cardrona, Frankton, Gibbston, Glenorchy, Hāwea Flat, Kingston, Lake Hāwea, Luggate, Makarora, Queenstown, Wānaka. The district's resident population is projected to double between 2021 and 2051, increasing from an average of 41,500 residents to just under 82,700 residents. Ratable properties currently total 28,480 units and are projected to increase to 50,130 units in 2051. The district is also a premier visitor destination making a significant contribution to the national economy and experiences a disproportionately high relative tourist load compared to the rest of Aotearoa New Zealand. QLDC employs more than 600 people throughout the district with staff across five offices in Queenstown, one office in Wānaka-Upper Clutha, and the various libraries, sport and recreational facilities, and parks depots from Makarora to Kingston.

This plan relates to the appointment of a new Chief Executive Officer (CE), in accordance with the Local Government Act 2002. The Local Government Act 2002, outlines the process for recruiting a CE for local authorities in New Zealand. The Act, specifically section 42 and clauses 33-34 of Schedule 7, requires a local authority to appoint a CE. This appointment is for a term not exceeding five years, with a performance review and potential reappointment process nearing the end of each term.

The key objective of this procurement is to confidentially select one specialist executive recruitment agency, due to the commercial sensitivity of the matter and potential media interest.

The proposed outcomes of this procurement are to:

- Deliver increased public value through effective recruitment of CE
- Reduce provider and participating agency costs of engagement through agreed terms
- A third party to manage this process, due to best practice in accordance to the Good CE guide: Recruiting and managing Councils CEs link [here](#).

PART 1 – BUSINESS REQUIREMENTS

This procurement is essential in order to help us to achieve the desired strategic and operational outcomes, as listed below.

1. **Access to Specialised Talent** - A specialist executive recruitment agency will have access to executive talent and potential passive executive candidates across local government, central government and private sector. The recruitment agency must demonstrate diversity, equity and inclusion (DEI), recruitment practices. This includes strategies that mitigate bias, promote equal opportunities and diverse sourcing.
2. **Efficiency in Hiring** – This will support the organisation's goals without unnecessary delays or resource wastage. By streamlining executive recruitment workflows, clearly defining roles and expectations, we can reduce time-to-hire, minimise costs, and secure the right talent swiftly. This approach not only aligns with operational priorities, but also enhances the organisation's ability to adapt to evolving demands with a succinct recruitment and appointment timeframe.
3. **Cost Management** - Transparent fee structures and performance metrics minimise hidden costs and ensures prudent financial management with recruitment costs and ensure value for the ratepayers. A retainer approach is the least desired option, due to the importance of the value for the ratepayers and perceptions, regarding recruitment retainer fee structures.
4. **Consistency and Quality Assurance – The preferred respondent** recruitment agency will be vetted for their capabilities, ensuring a consistent standard of executive candidate quality. It is key for a strong positive executive recruitment reputation and brand, particularly within the local government sector. It is important to demonstrate a successful placement history of CE's.
5. **Scalability and Flexibility** - A recruitment agency that provides the flexibility to scale recruitment efforts up or down. This includes within the agency, across sectors, including nationally and in Australasia, digital recruitment strategy and collateral, depending on organisational needs. The recruitment agency to have the bench strength for additional hands-on executive recruitment support, when needed and the capability to look at the big picture of the shifting local government landscape for a strategic CE appointment. This includes the capability and the flexibility to collaborate with both internal and external parties, seeking input from kaimahi, the governing body, community or local boards, iwi partners and key stakeholder organisations, when required. The flexibility to meet in-person for key meetings, interviews and milestones for the recruitment process is essential, whilst remaining cost effective and mindful of carbon footprint.
6. **Compliance and Risk Management** – The recruitment agency will adhere to pre-agreed compliance standards, ensuring alignment with employment laws, organisational policies and the Local Government Act 2002. This includes comprehensive pre-employment checks, such as referencing and robust probity checks. It is imperative to have the availability, competency and capability to facilitate council workshops as subject matter experts in executive recruitment within the local government sector and ensure compliance. In addition, attend as subject matter experts for council meetings, when required and in-person attendance required. Confidentiality is paramount as the recruitment agency will be dealing with the personal and professional lives of individuals and there will be substantial media interest, compared to other CE Council appointments. It is imperative to have a successful track record with probity and all compliance checks.

Enhanced Relationships and Collaboration - Building strong partnerships with elected members, particularly the performance committee and the officer supporting, through this recruitment process. It is paramount to foster a comprehensive understanding of QLDC's culture, goals, expectations, the political environment and challenges facing the district. It is important for the recruitment agency to have meaningful connections across local government

	Requirement Reference	Requirement Description
a)	<i>Review job description and confirm requirements</i>	Collaborating with the performance committee, wider council and People & Capability Director to ensure job description is accurate, up- to-date, and align with the organisation's hiring needs. This includes confirming the essential and desirable criteria for CE candidates. Also, proving insights from industry best practice.
b)	<i>Job analysis</i>	Assessing the specific responsibilities, skills, and qualifications required for the role to identify the ideal executive candidate profile. This helps in targeting the right executive talent efficiently.
c)	<i>Industry research</i>	Conducting research into the current industry trends, hiring challenges, and executive talent availability to tailor the recruitment approach effectively.
d)	<i>Talent pooling and searching databases</i>	Building and maintaining a database of potential executive candidates, proactively identifying individuals who match the organisation's future needs.
e)	<i>Headhunting</i>	Engaging in targeted outreach to attract passive executive candidates who may not be actively seeking opportunities but have the necessary skills and experience. It is imperative to demonstrate an extensive executive database of high calibre executive candidates.
f)	<i>Advertisement writing</i>	Crafting compelling and accurate executive job advertisements that effectively communicate the role and QLDC organisational values.
g)	<i>Advertising</i>	Selecting and utilising appropriate channels to publish executive advertisements, including online executive / local government job boards, social media, industry-specific platforms, traditional mediums and other mediums such as LinkedIn.
h)	<i>Skill testing</i>	Providing or arranging for comprehensive and robust assessments to evaluate candidates' technical skills, problem- solving abilities, and aptitude relevant for a CE role.
i)	<i>Reviewing applications</i>	Screening and assessing incoming applications to ensure they meet the job requirements and align with the organisation's hiring criteria and local government best practice as per CE Recruitment Guide. Link here .
j)	<i>Management of applicant communications</i>	Ensuring timely, professional, and clear communication with candidates at every stage of the hiring process to enhance their experience and maintain the organisation's reputation. Excellent candidate care is vital for this process and QLDC employer branding needs to be of the highest recruitment best practice standards. Regular scheduled communication to keep QLDC informed throughout the process is important.
k)	<i>Applicant matching and screening</i>	Aligning candidate qualifications, experience, and aspirations with the job requirements to identify strong matches for the position. The future of local government and direction and input from the performance committee is key for the success of the recruitment process.
l)	<i>Phone screening</i>	Conducting initial phone interviews to assess candidates' qualifications, experience, and cultural 'value add' before advancing the candidate in the process.
m)	<i>Long-listing and short-listing</i>	Creating comprehensive lists of potential candidates (long-list) and refining these into a focused group of top candidates (short-list) for consideration by the performance committee.
n)	<i>Arranging and schedule interviews (phone-based, video call or in person)</i>	Coordinating logistics for interviews, whether phone-based, video calls, or in-person meetings, to ensure smooth scheduling and communication between all parties. The coordination process needs to be seamless.

o)	<i>Interview support</i>	Providing assistance during the interview process, such as facilitating interviews, offering guidance on best practices, and ensuring compliance with local government, organisational standards and creating an effective interview plan.
p)	<i>Reference checking including checks on performance and behaviour</i>	Contacting professional references to verify a candidate's past performance, reliability, and behavioural attributes relevant to the role. Ensuring references meet QLDC's requirements (a minimum of 2 references with one being from the candidates current/most recent manager). This may include contacting referees that are based overseas. Three comprehensive references are preferred for this role.
q)	<i>Credential checks and verification</i>	Validating a candidate's qualifications, certifications, and other credentials to ensure they meet the role's requirements. This includes the ability to check overseas qualifications and criminal checks. Comprehensive and timely probity checks are paramount for this process.
r)	<i>Identifying preferred candidates in conjunction with hiring managers</i>	Collaborating with the performance committee to select the most suitable candidates based on the assessment of their skills, experience, and suitability with the organisation.
s)	<i>Completing remuneration negotiations and offer acceptance</i>	Managing discussions around salary, benefits, and other employment terms to secure the candidate's acceptance, while staying within organisational policies. It is important that the salary expectations and salary banding is transparent from the initial candidate screening.
t)	<i>Providing consistent and accurate labour market information including salary market comparison</i>	Offering insights on labour market trends, talent availability, and salary benchmarks to inform hiring decisions and maintain competitiveness. A report on executive labour market trends may be requested as part of the initial recruitment process.
u)	<i>Invoicing</i>	Ensuring timely and accurate generation of invoices for recruitment services, in alignment with agreed terms and organisational policies. A retainer model approach is the least desirable option.
v)	<i>Recruitment reporting statistics</i>	Providing regular, detailed reports on recruitment metrics, such as candidate applications, head hunting statistics, digital statistics with advertising mediums, candidate quality, to evaluate the effectiveness of the process and identify areas for improvement.
w)	<i>Compliance</i>	Ensure compliance with legislation such as Privacy Act 2020, Employment Relations Act 2000, Health & Safety at Work Act 2015, Holidays Act 2003, Local Government Act 2002 etc

APPENDIX B – CONTRACT TERMS

The proposed Contract term is:

- Initial term 24 months
- Options for QLDC to extend the Contract - extension entirely at Councils decision. This may be supported with a reappointment process.
- Maximum possible term if all QLDC options to extend the Contract are affected.

The form of contract to be entered into is the QLDC's QLDC services agreement as embedded below, or the relevant MBIE AoG/DIA Marketplace.

Where Respondents wish to negotiate terms, this should be set out in the relevant Reply Form in Appendix C. If you do not notify QLDC of any negotiation points (in Appendix C) you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.



Services%20Agreement%20-%20updated%

APPENDIX C - REPLY FORM

This Reply Form has been set up in sections that reflect the Evaluation Criteria and provide for other relevant information.

PART	DESCRIPTION
Part 1 – Respondent Statement of Offer	Respondents must complete this section to make their offer.
Part 2 – Respondent Details	General information regarding business details.
Part 3 – Mandatory Pass/Fail Criteria	Not used in this RFP.
Part 4 – Health and Safety	Not used in this RFP.
Part 5 - Experience/Track Record	Shows that the Respondent is sufficiently experienced.
Part 6 – Capability to Deliver	Shows the Respondent has the required skill set.
Part 7 – Capacity to Deliver	Shows the Respondent has the capability to compete the work within the required timeframe.
Part 8 - Proposed Solution/Fit for Purpose	Shows the proposed solution will meet the requirements on both a short- and long-term basis and includes a Includes Technical Requirements Compliance Table.
Part 9 – Broader Outcomes	Consideration of local market, sustainability etc
Part 10 – Willingness to meet QLDC Terms and Conditions	Provides information regarding the Respondents willingness to contract with the Council.
Part 11 - Price	Enables the value-for-money calculation.

PART 1 – RESPONDENT STATEMENT OF OFFER

RESPONDENT STATEMENT OF OFFER	
The Respondent declares: • it has the necessary capability and capacity to meet the Requirements and offers QLDC to deliver the Requirements on the basis of this Proposal that the information in this Proposal is true, accurate and complete, and is not misleading in any way. • that it understands that the falsification of information, supply of misleading or inaccurate information, or the suppression of material information in this declaration and the Proposal may result in the Proposal being eliminated from further participation. • that there is no breach of any third-party intellectual property in this Proposal. • that the pricing in the proposal is sustainable and covers the maximum possible term if all options to extend the Contract are effected by QLDC. • That all amendments and notices to this RFP have been read and considered in the Response. The Respondent warrants that: • it has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor. • it has not directly or indirectly approached any representative of QLDC to lobby or solicit information in relation to the RFP. • it has not attempted to influence or provide any form of personal inducement, reward or benefit to any representative of QLDC. • it has no actual, potential or perceived conflict of interest in submitting this Proposal or entering into a Contract the Requirements. • where a conflict of interest arises during the RFP process the Respondent will report it immediately to QLDC’s Procurement Manager. • it has secured all appropriate authorisations to submit this proposal, to make the statements and to provide the information in the Proposal, and there is no known impediment to the Respondent entering into a Contract to deliver the Requirements. The Respondent agrees to be bound by the Terms and Conditions of this RFP. The Respondent confirms availability for the initial contract term, and possible extensions, as set out in Appendix B. The Respondent confirms the submitted price remains open for acceptance for the Offer Validity Period stated in Section 2 of this RFP. Where the Respondent wishes to negotiate terms, all relevant terms have been set out in Part 3 of this Appendix C. Where there are no proposed changes noted in this Reply Form, the Respondent agrees to sign the Contract provided by QLDC in accordance with the terms of this RFP. The Respondent authorises QLDC to collect any information about the Respondent, excluding commercially sensitive pricing information, from any relevant third party, and use such information in the evaluation of this Proposal. The signatory (below) represents, warrants and agrees that they have the authority to make this declaration of offer on behalf of the Respondent.	
SIGNED FOR AND ON BEHALF OF THE RESPONDENT	
Signature	
Name	
Position	
Date	

PART 2 – RESPONDENT DETAILS

RESPONDENT DETAILS		RESPONDENT REPLY
2.1	Respondent Legal Name	
2.2	Respondent Contact Person	Name: Title: Address: Email: Mobile phone:
2.3	Respondent Address for Notices	
2.4	Respondent’s NZBN	
2.5	Respondent’s G.S.T. Number	
2.6	Respondent Legal Status	(limited liability company, sole trader etc)
2.7	Trading Name	
2.8	Number and locations of FTEs	
2.9	Owner names	
2.10	Directors’ names	
2.11	Provide details of any proposed sub-contractors and/or consortia members names and addresses along with services to be delivered	Sub-contractors and services: Consortia members and services:

PART 3 – MANDATORY PASS/FAIL CRITERIA

Not used in this RFP.

PART 4 – HEALTH AND SAFETY

Not used in this RFP.

PART 5 – EXPERIENCE/TRACK RECORD

EXPERIENCE/TRACK RECORD		RESPONDENT REPLY
5.1	Describe your experience with other services with relevant scope and value to this executive recruitment service. Include any specific experience relevant to this opportunity. This includes listing all CE appointments in Local Government. It would be helpful to include examples of other government agencies and private sector.	
5.2	Provide three recent (past 2 years) examples of previous/current contracts you hold, demonstrating your ability to service the Requirements of this contract. Include: • the contract/name of client (including contact details for reference purposes), location of contract, and dates you provided the services • a brief description of the scope of services performed (including the key service areas, and any ancillary services you provided) • a brief description of how you managed the delivery of the services to the client • a brief commentary of the quality and timeliness of the executive recruitment services, including where possible examples of times you were asked to provide services outside of scope (i.e. additional minor works)	

	• commentary on how you manage(d) health and safety. • If local government CE recruitment, provide examples of following the CE recruitment best practice guide - Link here.	
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PART 6 – CAPABILITY TO DELIVER REQUIREMENTS

CAPABILITY TO DELIVER		RESPONDENT REPLY
6.1	Provide a summary of how you will deliver the Requirements.	
6.2	List the key people who will deliver the goods/services, and their qualifications and experience (including any Biographies). Describe how many staff will be allocated to the contract (include any sub- contractors), and also describe how this may change and be managed throughout the delivery of the Requirements	
6.3	Specify any proposed Sub-Contractors name and addresses and services to be delivered.	
6.4	QLDC's required completion date is set out in Section 2 of this RFP. State whether you can meet this date.	

PART 7 – CAPACITY TO DELIVER

CAPACITY TO DELIVER		RESPONDENT REPLY
7.1	Describe how you will interact with key stakeholders in the delivery of the services. Provide your organisational chart, demonstrating how it links to the contract. Please share previous experience working with mayor and elected members, including presenting in Council workshops and Council meetings.	
7.3	Describe your organisation’s size, structure and annual turnover. Explain why this is sufficient to deliver the Requirements in full, on time, to specification and in the quantity required	
7.3	Provide information about your operational and financial systems to track and manage delivery of the recruitment service.	

PART 8 - PROPOSED SOLUTION/FIT FOR PURPOSE

PROPOSED SOLUTION/FIT FOR PURPOSE		RESPONDENT REPLY
8.1	Please provide an overview of your solution.	
8.2	Does your Proposal comply with the Requirements? If 'Yes', explain how (refer to 8.8). If 'No', explain extent of non-compliance.	Yes/No
8.3	Describe how you measure quality in meeting or exceeding our Requirements	
8.4	Describe any new ideas or processes you offer which are innovative. Describe the benefits of these e.g. greater efficiency, better quality solution etc. Describe how the benefits are measured.	
8.5	Describe all significant risks associated with your solution and how you propose to mitigate them (prevent them from happening) and manage them (in the event that they do happen) Please be mindful that there may be media interest with this executive recruitment service and examples with other clients where this has been handled successfully.	
8.6	Describe all significant risks or contingencies associated with how you will deliver or undertake the recruitment service and how you propose to mitigate those risks and manage them (in the event that they do happen). This	

	includes any reputational risks with unsuccessful executive appointments.	
8.7	Detail any other benefits offered.	

8.8	BUSINESS REQUIREMENT	DESCRIBE HOW THIS IS PERFORMED
8.8.a)	Review job description and confirm requirements Collaborating with the performance committee, wider council and People & Capability Director to ensure job description is accurate, up- to-date, and align with the organisation's hiring needs. This includes confirming the essential and desirable criteria for CE candidates. Also, proving insights from industry best practice.	
8.8.b)	Job analysis Assessing the specific responsibilities, skills, and qualifications required for the role to identify the ideal executive candidate profile. This helps in targeting the right executive talent efficiently.	
8.8.c)	Industry research Conducting research into the current industry trends, hiring challenges, and executive talent availability to tailor the recruitment approach effectively.	
8.8.d)	Talent pooling and searching databases Building and maintaining a database of potential executive candidates, proactively identifying individuals who match the organisation's future needs.	
8.8.e)	Headhunting Engaging in targeted outreach to attract passive executive candidates who may not be actively seeking opportunities but have the necessary skills and experience. It is imperative to	

	demonstrate an extensive executive database of high calibre executive candidates.	
8.8.f)	Advertisement writing Crafting compelling and accurate executive job advertisements that effectively communicate the role and QLDC organisational values.	
8.8.g)	Advertising Selecting and utilising appropriate channels to publish executive advertisements, including online executive / local government job boards, social media, industry-specific platforms, traditional mediums and other mediums such as LinkedIn.	
8.8.h)	Skill testing Providing or arranging for comprehensive and robust assessments to evaluate candidates' technical skills, problem- solving abilities, and aptitude relevant for a CE role.	
8.8.i)	Reviewing applications Screening and assessing incoming applications to ensure they meet the job requirements and align with the organisation's hiring criteria and local government best practice as per CE Recruitment Guide. Link here .	
8.8.j)	Management of applicant communications Ensuring timely, professional, and clear communication with candidates at every stage of the hiring process to enhance their experience and maintain the organisation's reputation. Excellent candidate care is vital for this process and QLDC employer branding needs to be of the highest recruitment best practice standards. Regular scheduled communication to keep QLDC informed throughout the process is important.	
8.8.k)	Applicant matching and screening Aligning candidate qualifications, experience, and aspirations with the job requirements to identify strong matches for the position. The future of local government and direction and input	

	from the performance committee is key for the success of the recruitment process.	
8.8.l)	<i>Phone screening</i> Conducting initial phone interviews to assess candidates' qualifications, experience, and cultural 'value add' before advancing the candidate in the process.	
8.8.m)	<i>Long-listing and short-listing</i> Creating comprehensive lists of potential candidates (long-list) and refining these into a focused group of top candidates (short-list) for consideration by the performance committee.	
8.8.n)	<i>Arranging and schedule interviews (phone-based, video call or in person)</i> Coordinating logistics for interviews, whether phone-based, video calls, or in-person meetings, to ensure smooth scheduling and communication between all parties. The coordination process needs to be seamless.	
8.8.o)	<i>Interview support</i> Providing assistance during the interview process, such as facilitating interviews, offering guidance on best practices, and ensuring compliance with local government, organisational standards and creating an effective interview plan.	
8.8.p)	<i>Reference checking including checks on performance and behaviour</i> Contacting professional references to verify a candidate's past performance, reliability, and behavioural attributes relevant to the role. Ensuring references meet QLDC's requirements (a minimum of 2 references with one being from the candidates current/most recent manager). This may include contacting referees that are based overseas. Three comprehensive references are preferred for this role.	

8.8.q)	<i>Credential checks and verification</i> Validating a candidate’s qualifications, certifications, and other credentials to ensure they meet the role's requirements. This includes the ability to check overseas qualifications and criminal checks. Comprehensive and timely probity checks are paramount for this process.	
8.8.r)	<i>Identifying preferred candidates in conjunction with hiring managers</i> Collaborating with the performance committee to select the most suitable candidates based on the assessment of their skills, experience, and suitability with the organisation.	
8.8.s)	<i>Completing remuneration negotiations and offer acceptance</i> Managing discussions around salary, benefits, and other employment terms to secure the candidate's acceptance, while staying within organisational policies. It is important that the salary expectations and salary banding is transparent from the initial candidate screening.	
8.8.t)	<i>Providing consistent and accurate labour market information including salary market comparison</i> Offering insights on labour market trends, talent availability, and salary benchmarks to inform hiring decisions and maintain competitiveness. A report on executive labour market trends may be requested as part of the initial recruitment process.	
8.8.u)	<i>Invoicing</i> Ensuring timely and accurate generation of invoices for recruitment services, in alignment with agreed terms and organisational policies. A retainer model approach is the least desirable option.	
8.8.v)	<i>Recruitment reporting statistics</i> Providing regular, detailed reports on recruitment metrics, such as candidate applications, head hunting statistics, digital statistics with advertising mediums, candidate quality, to	

	evaluate the effectiveness of the process and identify areas for improvement.	
8.8.w)	Compliance Ensure compliance with legislation such as Privacy Act 2020, Employment Relations Act 2000, Health & Safety at Work Act 2015, Holidays Act 2003, Local Government Act 2002 etc	

PART 9– BROADER OUTCOMES

During the evaluation of the Broader Outcomes section, QLDC will make its own determination of whether each Criterion is ‘passed’ or ‘failed’ however Respondents should note ‘pass’ or ‘fail’ themselves.

BROADER OUTCOMES RESPONSE		Yes/No	Evidence
9.1	Do you create quality employment opportunities for New Zealanders*, particularly displaced workers and traditionally disadvantaged groups (including as Maori, Pasifika, disabled and women). *New Zealanders means citizens or residents of New Zealand who are living and entitled to work in New Zealand.		
9.2	Do you follow good employment practices? Provide CE appointment examples. Please advise, if any infringements or prosecutions related to employment matters.		
9.3	Do you undertake initiatives to contribute to a low emissions economy and promote greater environmental responsibility? Consider travel.		

PART 10 – WILLINGNESS TO MEET QLDC’S TERMS AND CONDITIONS

ACCEPTANCE OF CONTRACT TERMS		RESPONDENT REPLY
10.1	Referring to Appendix B, confirm acceptance of Contract Terms. If Contract Terms are not accepted in their current form, provide full details of Contract Terms not accepted and proposed amendments.	
WARRANTIES		
10.2	Provide extent and period of cover and any exclusions	Extent of Cover: Period of Cover (Days/Months/Years): Exclusions:
INSURANCE		
10.3	Confirm cover and provide certificates of currency as part of Proposal	Confirm the following insurance cover is in place as a minimum and, if not, detail the amount held or indicate if no such cover is in place: - Public Liability \$2M Held/Not held - Professional Indemnity \$10M Held/Not held Note any exclusions to any of the above policies.

PART 11 – PRICE

The Price sheet **MUST** be submitted as a separate document.

ASSUMPTIONS		RESPONDENT REPLY
11.1	List any assumptions made when compiling your response and how they may affect price.	
11.2	Detail any costs that the Respondent expects QLDC to incur directly with third parties in order to facilitate performance of the Contract.	
11.3	List any items the Respondent expects to treat as disbursements for payment in addition to the fees and charges in the Price Schedule.	
11.4	Price for services (a retainer approach is the least preferred)	
11.5	Detail any costs associated with any additional benefits offered as part of this Proposal.	