

REQUEST FOR PROPOSAL

LEGAL SERVICES

SELECTION OF LEGAL PROVIDERS

HURUNUI DISTRICT COUNCIL



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PART A BACKGROUND AND INDICATIVE PROPOSAL PROGRAMME

1.0 INTERPRETATION

- 1.1 Please refer to Part C, Schedule 1 for a description of the defined terms used in this RFP.

2.0 BACKGROUND INFORMATION

- 2.1 The Hurunui District Council (“the Council”) was formed in 1989 by the reorganisation of three former local authorities: Amuri County Council, Cheviot County Council, Hurunui County Council and part Kaikoura County Council.

- For specific information on the Council and the Hurunui District, please refer to the Council's website:

<http://www.hurunui.govt.nz/>

- General information about Hurunui District can be found at:

<http://www.hanmersprings.co.nz/>

- The Council's Long Term Council Community Plan, referred to as the “Community Plan 2009-2019”, can be located at:

<http://www.hurunui.govt.nz/Information/CouncilInformation/LTCCP0919.htm/>

- The Council's annual report, referred to as “Annual Report 2008/09” can be located at:

<http://www.hurunui.govt.nz/Information/CouncilInformation/Publications.htm/>

- 2.2 The Council has many statutory functions, duties and responsibilities, which generally fall under the following activity groupings:

- Animal Control;
- Audit of Accounts and General Accounting Provisions;
- Biosecurity and Hazardous Substances;
- Building;
- Bylaws;
- Cemeteries and Crematoria;
- Civil Defence;
- Consumer and Commercial;
- Contracts;
- Copyright and Other Intellectual Property Rights;
- Employment;

- Energy;
- Enforcement and Regulatory;
- Fire Protection;
- Grants, Gifts and Donations;
- Historic Places;
- Information and Meetings;
- Insurance;
- Local Elections and Polls;
- Local Government;
- Mining and Petroleum;
- New Zealand Transport Agency;
- Plumbers and Gasfitters;
- Property and Public Works;
- Public Health;
- Public Reserves;
- Resource Management;
- Revenue and Taxation;
- Road Transport;
- Roads and Land Development;
- Tourism;
- Trusts;
- Travelling Allowances and Expenses;
- Water, Soil and Waste.

2.3 The Council's functions are undertaken by a combination of the following:

a. Council organised into four major groups:

- Environmental Services Team;
- Engineering Services Team;
- Financial Services Team;
- Community and Corporate Services Team.

b. Hanmer Springs Thermal Pools and Spa

2.4 This RFP for legal services is in relation to all of Council's requirements for legal services (including those of Council's business units).

3.0 OBJECTIVES

3.1 The Council is implementing the Legal Services Framework as described in Section 4 below in order to facilitate achievement of the following objectives:

- a. Organisation wide leadership in the area of legal risk management and delivery and management of legal services.
- b. Efficient and effective delivery of quality legal services.
- c. Value for money in the purchase of its external legal services.
- d. An external provider resource that supports the capability and resources of the Council.
- e. Effective assessment of the value of external legal advice.
- f. Effective management of conflicts of interest.
- g. Maintenance of some flexibility in choice of external legal specialists as required.
- h. Allocation of legal work based on the resource and capability matching the need.
- i. Maintenance of an economically viable account with the external legal providers which reinforces and optimizes the Council's ability to enhance its commercial terms for external delivery.
- j. Reinforcement of a proactive performance and relationship management approach with the Council's external legal provider(s).
- k. Accurate monitoring of the overall cost of legal services.
- l. Enhancement and review of the Council's performance as a smart consumer of legal services.

4.0 THE LEGAL SERVICES FRAMEWORK

4.1 The Council legal services framework includes the following elements:

- a. Council has resolved to appoint a maximum of two legal providers ("the Legal Provider(s)") (subject to the exceptions stated herein). That appointment shall be recorded in a formal supplier arrangement.
- b. The Legal Provider shall comprise a law firm or firms with:
 - i. Significant experience and expertise as an advisor to local government entities, including advising local government entities with substantial resource management needs;
 - ii. The capacity to meet Council's needs for legal services;

iii. The ability to remain substantially free of conflicts of interest that would preclude it from acting for Council. The Legal Provider(s) shall not following its appointment accept any instructions to act against Council.

c. The Legal Provider(s) shall provide legal services to Council examples of which may include the following:

- i. Major strategic issues eg. Long Term Council Community Plan;
- ii. RMA and other regulatory litigation; RMA appeals, District Plan related litigation;
- iii. Specific local government issues including Local Government Act, LGOIMA requests, governance, public law and policy, conflicts of interest;
- iv. Major litigation;
- v. Major projects (infrastructure; commercial; property);
- vi. Rating issues;
- vii. Treasury /funding;
- viii. Regulatory policy;
- ix. Bylaw creation/defence;
- x. Public Works Act issues;
- xi. Legislative processes/relationships with central government;
- xii. Opinion advice;
- xiii. Regulatory policy advice;
- xiv. Enforcement of bylaws /RMA /Building Act and other similar prosecutions;
- xv. Property related advice including bonds, covenants, easements caveats and Building Act notices;
- xvi. Commercial Property; e.g. leases, sales and purchases;
- xvii. Contracts / procurement/ contractual disputes;
- xviii. General commercial / corporate;
- xix. Public Works Act and related property matters; voluntary agreements; roading; air/space licenses; general advice;
- xx. Reserves Act and related issues;
- xxi. Debt collection;
- xxii. Intellectual property;
- xxiii. Information Technology advice;
- xiv. Te Tiriti o Waitangi and iwi consultation issues;
- xv. Employment related issues.

d. Council is facing some significant legal issues in relation to RMA and District Planning matters including the following:

- Mt Cass Wind Farms;
- Hurunui Water Conservation Order;
- Frost fans –noise vibration.

The firm(s) appointed as the Provider(s) will need to have the capability and capacity to meet Council's needs in relation to these types of projects.

e. Council shall consider Proposals from law firms to provide all or some of the services listed in and or referred to in paragraphs c and d above.

f. The Manager Community and Corporate Services shall be responsible for management of the performance of and relationships with the Council's external legal providers.

e. A partnering and performance based approach to the management and delivery of legal services where the Legal Provider(s) works in conjunction with the key users of legal services across the Council to:

- i. Work together to achieve mutually agreed outcomes;
- ii. Develop a relevant level of understanding of Council's business;
- iii. Work together to enhance the quality of the advice and service;
- iv. Share information and ideas;
- v. Identify opportunities for improvement;
- vi. Address issues arising between them in a timely and constructive manner.

f. The Council retains the discretion to access other additional legal service resources where it considers, for good reason it would be in the best interests of the Council to do so. Such resources may include:

- i. Specialist legal advisers with relevant expertise;
- ii. Appointment of in-house lawyers;
- iii. Barristers.

4.2 The role of the Legal Provider(s) includes:

- a. A key role in providing legal advice as it affects local government strategic, policy and operational issues from a regional and national perspective.
- b. The primary provision of legal advice as relates to operational and transactional matters generated from the usual activities and functions of the Council.
- c. Providing legal advice to Council business units.
- d. A willingness to provide, at the reasonable request of the Council and upon terms to be negotiated, solicitor secondments.
- e. A commitment to realising the objectives described in Section 3 above.
- f. A commitment to provide the Council with service features including:
 - i. Proactive "flag-raising" of matters considered to be of concern with respect to management of the Council's legal risk;
 - ii. An educational / seminar programme – the format and content of which is to be agreed with the Council from time to time;
 - iii. Regular updates on legislative changes that impact on the Council's business;
 - iv. Information by way of newsletters or otherwise relating to matters of broader national interest in the local government sector;

v Provision of an extranet link between the Legal Provider and the Council (if requested);

vi. Identifying and providing to the Manager Community and Corporate Services (in accordance with protocols to be developed) Council opinions, advice and documents for storing in the Council opinion and precedent database.

5.0 DESCRIPTION, ALLOCATION AND VOLUME OF LEGAL SERVICES

- 5.1. The legal services to be provided relate to the functions and activities of the Council as described in Clauses 2.2 and 2.3 of this Part A.
- 5.2. Legal work will be allocated to the Legal Provider(s) generally in accordance with the role described in clause 4.2 above.
- 5.3. An indication of the total volume of work undertaken by the Council 's external legal providers over the last 3 years has been included for information purposes only in Part C, Schedule 2.
- 5.4. The Council gives no guarantee as to the volume and mix of legal work to be purchased by it in any one year.

6.0 INDICATIVE PROPOSAL PROGRAMME

The following is an indicative proposal programme for the Legal Provider appointment process. The Council may modify the steps and/or dates at any time at its discretion.

Indicative project time line– RFP process – provision of external legal services			
1 Principal steps:	Complete by:	Days:	Prior actions / approvals required of HDC:
1. Draft and place RFP documents on HDC Tenders Site and on GETS	15 December 2009	Day1	
2. Receive confirmation / acceptance of participating firms	25 January 2010	Day 42	
3. RFP briefing and information meeting (Q&A) with participating firms.	28 January 2010	Day 45	
4. Receive RFP proposals from firms	4 February 2010 (this allows 52 days from issue)	Day 52	
5. Evaluate RFP proposals & select shortlist	12 February 2010 (1.2 wks allowed)	Day 60	1. CE/MT approve shortlist as recommended

6. Shortlist firms presentations to Council and Evaluation Team	19 February 2010 (1week allowed)	Day 60	
7. Provisional Decision as to provider	24 February 2010 (0.5 weeks allowed)	Day 40	2.CE/MT approve recommended firm
8. Negotiation of pricing and other terms with selected firm	5 March 2010 (1 wk allowed)	Day 45	3.CE/MT delegate negotiated authority for relevant agreements with firms
9. Appointment of Provider wef 1 April 2010	Mid March 2010		4. HDC sign agreement

PART B PROPOSAL REQUIREMENTS

1.0 PROVIDER ARRANGEMENTS

- 1.1 This RFP process is intended to identify Legal Provider(s) to enter into arrangements with the Council governing the provision of legal services commencing on a date to be agreed for a period of up to 3 years three months with two options to renew at the election of the Council for further periods of up to three years each.
- 1.2 The Council will require the Legal Provider(s) to enter into a Performance and Relationship Management Agreement the final terms of which will be negotiated with the Participant selected as the Legal Provider(s) but shall include the following:
- a. The Council intends to enter into a Partnering Agreement with the successful Participant(s). The agreement will reflect the indicative terms mentioned in this Clause and such other terms and conditions as are agreed.
 - b. The agreement will require the Legal Provider(s) to stand ready to offer, and continue to offer, to provide legal services for the duration of the agreement and to stand ready to receive instructions from the Council.
 - c. There is no guarantee of any minimum quantity of the legal services as the need varies from time to time.
 - d. The agreement will not give rise to any legal or equitable obligation between the Council and the Legal Provider(s) unless and until the Council issues a request for advice.
 - e. Notwithstanding that there is no minimum guarantee of work volumes the agreement will contain provisions relating to pricing arrangements, which may be contingent on minimum volumes of work (e.g. by billable hour and / or fees billed) .
 - f. If Council elects to appoint two Providers then the agreement shall contain provisions for the allocation of instructions between providers.
 - g. It is envisaged that the Partnering Agreement will commence on or about 1 April 2010 and that the initial term will be for a period of 3 years and three months. There will be two options to renew for further terms of three years each exercisable by Council. For the avoidance of doubt the maximum term shall be 9 years and three months from the commencement date.
 - h. The Partnering Agreement shall be reviewed by Council annually during the term.

i. All expenses incurred by a Proposer in negotiation of the agreement will be borne by that Proposer.

j. Reservation of Council's right to instruct other legal providers on particular issues, where the Council considers that it is necessary or desirable to do so.

k. Reservation of Council's right to vary the requirements and volume of the legal services to meet its needs throughout the term of the agreement.

2.0 ACKNOWLEDGMENT

2.1 Each Participant is required to acknowledge receipt of this RFP and to agree to the basis upon which the RFP process is being undertaken by completing the acknowledgment form attached at Part C, Schedule 3 to this RFP and returning it to the address set out on the form by 25 January 2010. The Participant shall advise on the acknowledgment form the name and address of the person(s) authorised to communicate with the Council on behalf of the Participant in relation to this RFP. The Participant acknowledges that the Council shall not be obliged to deal with any person(s) other than the person(s) so authorised.

3.0 PARTICIPANT TO INFORM ITSELF FULLY

3.1 Every Proposal must be made on the basis that the Participant acknowledges that:

- a. This RFP does not, and does not purport to, contain all the information that Participants may need in making decisions about or relating to its Proposal;
- b. The Council is not responsible for any costs or expenses incurred by the Participant or any other person in responding to or taking any other action in relation to this RFP.

3.2 The information provided in this RFP is based on assumptions made by the Council about future legal services requirements, which may or may not prove correct in practice. Future legal services requirements may vary significantly from current and historical legal services requirements. The Participant must make, and base, any Proposal entirely on its own independent assessment of future legal services requirements.

3.3 Any information whatsoever provided by the Council to Participants has been provided to assist Participants in preparing Proposals and the Council does not represent or warrant the completeness or accuracy of such information.

4.0 COMMUNICATIONS, ADDITIONAL INFORMATION AND CLARIFICATIONS

- 4.1 All communications as to this RFP, or requests for clarifications or further information should be directed to Audrey van der Monde, Manager Community and Corporate Services, who is the Council's authorised representative ("the Council Representative"). Contact details are as follows:

Audrey van der Monde
Manager Community and Corporate Services
Hurunui District Council
Po Box 13
Amberley 7441
North Canterbury
e:audrey.vandermonde@hurunui.govt.nz

- 4.2 Requests for clarification or additional information or for interviews with the Council staff must be made in writing and submitted to the Council Representative.
- 4.3 No other Council employee, contractor / adviser or Council elected member may be contacted concerning any aspect of this RFP process without the prior express permission of the Council Representative in writing. Failure to comply with this provision may result in a Participant being disqualified from the RFP process.
- 4.4 Unless expressly advised otherwise, no person other than the Council Representative has any authority to provide information to Participants or answer questions in relation to the RFP process.
- 4.5 Any instruction or information resulting from enquiries by the Participants may, at the Council's absolute discretion, be issued in writing to all Participants in the form of an explanatory notice which will then become part of the RFP documents.
- 4.6 During the Evaluation Period, the Council may request meetings with Participants to clarify any point of their Proposal or require further information.
- a. Whether any such meeting is called is at the sole discretion of the Council.
 - b. Notes of any such meeting shall be taken and any points raised on the interpretation of the RFP documents shall be included. The notes of any such meeting may, at the Council's absolute discretion, be issued in writing to all Participants in the form of an explanatory notice.
- 4.7 No claims that the Participant was disadvantaged by lack of information, or inability to resolve ambiguities, will be considered.
- 4.8 Proposals shall be based on the RFP documents and will be interpreted as relating to the RFP documents unless clearly endorsed otherwise. Proposals submitted subject to endorsement will be considered accordingly.
- 4.9 The information furnished in the Proposal and during Proposal interviews (if any) will be used in assessing the Participant's suitability.

- 4.10 Notwithstanding any other requirements of this RFP, the Council may require the Participant to submit additional information to allow further clarification of the Proposal.
- 4.11 Should the Participant fail to submit any of the information so required by the date and time stipulated by the Council, the Proposal may be rejected.

5.0 FORM AND CONTENT OF PROPOSAL

- 5.1 Subject to clause 5.2 below the length of the Proposal should not exceed 20 A4 pages (excluding title page, health and safety information, a 1 page index, and individual profiles of key persons which should be limited to 2 A4 pages). Any additional pages may not be evaluated.
- 5.2 Whilst the format of the Proposal is not strictly mandated, Participants must satisfy the requirements of this Part B and in particular:
- a. clause 6.0 below; and
 - b. address the Evaluation Attributes described in Part C, Schedule 4 of this RFP; and
 - c. provide the information identified in Part C, Schedule 5 as part of their Proposal; and
 - d. ensure that all information that they wish to have considered is included in their Proposal.
- 5.3 Participants are encouraged to provide suggestions on how they might work with the Council to minimise legal costs and/or increase efficiency.
- 5.4 The Proposal must be signed by an authorised signatory or signatories of the Participant.
- 5.5 Participants must complete and return the following:
- a. Acknowledgment (see Part C, Schedule 3);and
 - b. Health and Safety information (see Part C, Schedule 6);and
 - c. Statement of Departures (see Part C, Schedule 7).
- 5.6 The Council reserves the right to consider or not consider any Proposal which does not comply with the Proposal Requirements.

6.0 SUBMISSION OF PROPOSALS

- 6.1 Proposals shall be submitted in two sealed envelopes contained within a single larger envelope, also sealed. The inner envelopes should be labelled:
- “Envelope N^o 1 – Hurunui District Council - Legal Services Proposal (Legal Provider) excluding Pricing”; and
 - “Envelope N^o 2 – Pricing Schedule - Hurunui District Council - Legal Services Proposal (Legal Provider)”

Envelope N^o 1 shall contain the Participants’ original Proposal plus 5 copies. Envelope N^o 2 shall only include one copy of the proposed Pricing Schedule (see Part C, Schedule 8) as it relates to the Proposal.

The single larger envelope shall be labelled with the following:

- o Contract name “**Hurunui District Council - Legal Services Provider Proposal**”;
- o Closing Date: 4 February 2010, 2pm;
- o Participant’s name, contact person details and address for communications.

- 6.2 Proposals will be accepted up until the Closing Date. Proposals must be submitted by post or physical delivery to the Council.

The address for delivery is:

Hurunui District Council
66 Carters Road Amberley
North Canterbury 7410
Attention: Audrey van der Monde

- 6.3 There will **not** be a public opening of Proposals.
- 6.4 All Proposals received by the Council, including any subsequent clarification, will be retained (and may be subsequently destroyed) by the Council.
- 6.5 Proposals sent by e-mail or facsimile will **not** be accepted.

7.0 EVALUATION ATTRIBUTES

- 7.1 The Evaluation Attributes for the Legal Provider role are as described in Part C, Schedule 4 which includes descriptions of those attributes and their relative weightings.

8.0 EVALUATION TEAM & PROCESS

- 8.1 The Evaluation Team will be appointed as described in Part C, Schedule 1.
- 8.2 The Evaluation Scoring Process is as described in Part C, Schedule 4.
- 8.3 The Evaluation process will be undertaken in a series of stages:
 - i. An initial assessment of all proposals as set out in clause 1Part C Schedule 9;
 - ii. An assessment of the remaining proposals to identify the shortlist;
 - iii. An assessment of the short listed proposals.
- 8.4 The Evaluation Team will consider each Proposal in accordance with (but not limited to) the relevant Evaluation Attributes.
- 8.5 The Evaluation Team may, at its discretion, seek advice and information either externally or internally to help inform its evaluation of the Proposals.

9.0 COMPLIANCE AND STATEMENT OF DEPARTURES

- 9.1 Any Proposal which does not fully comply with the Proposal Requirements may still be considered by the Council in its absolute discretion.
- 9.2 If there are no departures from Proposal Requirements (that is full compliance), the Participant must state in Part C, Schedule 7 that “There are no departures from the requirements of the RFP”. Alternatively, the Participant must submit a statement showing any departures from the Proposal Requirements.
- 9.3 Notwithstanding any statement or any other form of information provided by the Participant, the Council will assume that the Participant purports to comply in all respects with the RFP, except where it has expressly stated otherwise.

10.0 LATE PROPOSALS POLICY

- 10.1 The Council reserves the right to consider late Proposals.
- 10.2 Any Proposal lodged after the Closing Date will be taken to be late.
- 10.3 If a Proposal is taken to be late, the Council may, in its absolute discretion, invite the Participant to provide a Proposal upon the condition that satisfactory explanatory evidence as to the reasons for the delay is submitted also.

The decision to consider a late Proposal or exclude it from consideration will generally be based on the circumstances surrounding the submission and the receipt of the late Proposal. An important issue for the Council in this regard will be whether the Participant is likely to have had an opportunity to obtain some unfair advantage from late submission. Whether or not an explanation is considered satisfactory is to be determined at the absolute discretion of the Council.

11.0 CONFIDENTIALITY

- 11.1 If a Participant wishes to identify any information provided as part of its Proposal as confidential it should clearly specify such information and state the reasons for doing so. In this regard, all Participants should be aware of the Council's Local Government and Official Meetings Act 1987 obligations.

12.0 DISCLOSURE OF CERTAIN INFORMATION

- 12.1 Notwithstanding the above, the following information may be made publicly available:
- a. the names of the Participants;
 - b. description of the general nature of the legal services the Participants are proposing to provide as compared to any value added services;
 - c. details of the RFP process, and any changes to the process.

13.0 IMPORTANT NOTICES AND BASIS OF PARTICIPATION

- 13.1 This RFP is issued by the Council.
- 13.2 This RFP is not an offer to enter into a contract.
- 13.3 The dates given are indicative dates only and it may be necessary to change them from time to time to ensure a fair and robust process. The Council will endeavour to keep the Participants advised of any changes as promptly as possible.
- 13.4 The Council reserves the right to:
- a. change the RFP process at any time during this process by notice to all Participants;
 - b. terminate the RFP process at any time;
 - c. not progress this RFP process through to an agreement;
 - d. waive any irregularities or informalities in the RFP process, or in a Proposal;
 - e. amend this RFP, or any associated documents, by the issue of a written amendment notice.
- 13.5 The Participant expressly agrees that:
- a. It did not use the improper assistance of Council elected members, employees or ex-employees, or information unlawfully obtained from the Council in compiling its Proposal;
 - b. It is responsible for all costs and expenses arising from or related to:
 - i. the preparation and lodgement of its Proposal;
 - ii. any subsequent negotiation;
 - iii. any other action or response in relation to this RFP.

- c. It assumes the risk that the Council may at any time exercise any or all of the rights and discretions reserved to the Council in this RFP;
 - d. It shall not have any rights against the Council of any nature whatsoever arising from the RFP process and that accordingly, it shall not make any claim of any nature against the Council, including but not limited to seeking to recover from the Council (or any other person associated with the Council) any costs incurred in the RFP process or in respect of any lost expectation of profits.
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PART C SCHEDULES

PART C SCHEDULE 1

INTERPRETATION

“Closing Date”	means the 4th of February 2010 at 2pm;
“Evaluation Attributes”	means the attributes identified by the Council for the Legal Provider role and described in Part C, Schedule 4;
“Evaluation Period”	means the period commencing on the Closing Date and ending upon selection of the successful participants to enter into negotiations;
“Evaluation Process”	means the evaluation process described in Part C, Schedule 9 of this RFP;
“Evaluation Scoring Process”	means the process described in Part C, Schedule 4;
“Evaluation Team”	means Audrey van der Monde as convenor and such other appointees (being a minimum of two) as advised by Audrey van der Monde;
“Management Team”	means the group which comprises the Chief Executive and Managers of the Council;
“Legal Provider”	means the law firm or law firms appointed by the Council to undertake the role described in Section 4.2 of Part A;
“Participant”	means a person, or organisation lodging a Proposal to this RFP;
“Pricing Schedule”	means the completed Pricing Schedule in the form set out in Part C, Schedule 8;
“Proposal”	means a document lodged by a Participant in response or purporting to be in response to this RFP, including any clarifications;
“Proposal Requirements”	means the proposal requirements, comprised in Part B of this RFP;
“Provider Agreement/s”	means the agreements entered into between the Council and the Legal Provider(s) respectively following this RFP process;
“RFP”	means this Request for Proposal;
“the Council ”	means the Hurunui District Council .

PART C SCHEDULE 2

ESTIMATED VOLUME AND NATURE OF LEGAL WORK

Table A Annual expenditure on legal fees (excluding GST and disbursements) based on law firm records

	2006/2007^①	2007/2008^①	2008/2009^①	Part 2009/2010^②
Fees	\$75,118.00	\$117,807.00	\$270,943.00	\$98,753.00

NB ^① refers to a period of 12 months commencing on 1 July and ending on 30 June following.

^② refers to a period of 3 months commencing on 1 July and ending on 30 September.

Table B Legal budget 2009/2010 (excluding GST and disbursements)

	2009/2010	Draft 2010/11
Budgeted Fees	\$112,500	\$190,904

Table C Primary Work Areas and Proportion

Primary Work Areas	Proportion
Environmental & Resource Management (includes; District Plan, RMA appeals, general advice and litigation)	50
Local government / public law / policy	35
Property /Contract / Construction	11
Other	4
Total	100

PART C SCHEDULE 3

Acknowledgment

HURUNUI DISTRICT COUNCIL REQUEST FOR PROPOSAL FOR THE PROVISION OF LEGAL SERVICES

REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM

1. We acknowledge receipt of your RFP dated []
2. We accept the basis upon which the Council is undertaking the RFP process as set out in the RFP.
3. We nominate the following person(s) to communicate with the Council on our behalf in relation to the RFP and our Proposal:

Name of Person(s): _____

Position of Person(s): _____

Firm: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

For and on behalf of: _____

Authorised signatory

Name of firm and name of authorised
signatory

PLEASE RETURN THIS ACKNOWLEDGMENT FORM TO THE FOLLOWING ADDRESS BY 25 JANUARY 2010

Audrey van der Monde
Manager Community and Corporate Services
Hurunui District Council
Po Box 13
Amberley 7441
North Canterbury
e:audrey.vandermonde@hurunui.govt.nz

PART C SCHEDULE 4

EVALUATION ATTRIBUTES

Evaluation Attributes as they relate to the Legal Provider role		
Attributes	Elements of Attributes	Weighting
1. Legal capability and capacity in relevant areas	A. Depth and breadth of knowledge and understanding of local government legal context including: ➤ Relevant legislative framework & case law ➤ RMA and regulatory issues ➤ Broader local government sector issues ➤ Employment issues ➤ Public sector environment ➤ Te Tiriti o Waitangi and matters relating to iwi B. High quality legal skills including but not limited to: ➤ Opinion writing ➤ Advocacy ➤ Dispute resolution ➤ Problem solving C. Proven expertise including: ➤ That of key individuals ➤ All core local government work ➤ RMA/District Plan related work from advisory to hearings at all levels ➤ Examples of other work relevant to Council requirements including: regulatory (consents, compliance, enforcement & monitoring); property; funding (e.g. financial contributions); rating; infrastructure. D. People resources: ➤ Coverage in key areas ➤ Key Personnel ➤ Capacity to meet demand ➤ Wisdom ➤ Enthusiasm and commitment	45%

2. Value add	A. Deliver and enhance value through the provision of core legal services / advice by demonstrating, for example: ➤ Innovation ➤ A solutions focused approach ➤ High level problem solving ability ➤ Critical thinking, planning & analysis ➤ Wisdom • ability to apply knowledge skills and experience to any given situation • ability to learn from mistakes ➤ A focus on performance B. Deliver and enhance value through the provision of service features / infrastructure. For example: ➤ Sounding board advice ➤ Use of technology ➤ Training ➤ Publications ➤ Information access and sharing ➤ Proactive initiatives NB Describe in tangible terms the benefits that would accrue to Council from these approaches / initiatives.	15%
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3. Client Relationship Management; Communication; Organisation fit; Operational compatibility	A. Alignment with / understanding of the Council 's objectives and challenges B. Client relationship management philosophy/style: ➤ With Council (Business to Business) ➤ With instructing Council staff (person to person) C. Client service and relationship management in practice: ➤ Ability to respond urgently when required ➤ Timely and responsive ➤ A proactive approach to commissioning / engagement process ➤ Key people and resources ➤ Accountability ➤ Systems ➤ Commitment to keeping the Council informed through regular reporting D. Establishing & maintaining quality communications (one to one; business to business): ➤ Open and honest feedback ➤ Demonstrating a “No surprises” approach to communication ➤ Proactive issue resolution / escalation protocols ➤ Willingness to work with other Council providers E. Effective and transparent conflicts management and protocols	20%
4. Track Record	A. Experience including: ➤ Demonstrated contribution to client outcomes and results achieved ➤ Actual involvement in local government related work ➤ Ability to manage projects and litigation B. Market credibility/reputation C. References and permission for the Council to carry out reference checks of 3 existing clients, including other local government sector clients if available D. Advice of any medium to large clients who have changed to another firm in the past 12 months	10%
5. Quality Control System / Policies	A. Service Standards B. Quality control / assurance process C. Quality improvement process	5%

6. Pricing Methodology; Billing & administration systems	A. Pricing Methodology B. Financial management and communications (files, billing): ➤ Use of estimates ➤ Cost escalation protocols ➤ Price review process; both • general review; and • individual transaction reviews ➤ Invoicing format ➤ Billing work in progress ➤ Payment terms C. Treatment of disbursements and office charges	5%
		100%

EVALUATION SCORING PROCESS

Scoring Process:

- Each Attribute is to be ranked on the scale of 1 to 10 (1 being lowest and 10 being highest).
- To achieve the score for each Attribute the ranking awarded will be multiplied by the Attribute Weighting producing the Attribute Score.
- The sum of the Attribute Scores will be the final Total Score.

Pass / Fail Attributes:

1. The Legal Provider participants must score a minimum of 6 in each of Attributes 1, 2 and 3 to remain in the process.
2. If any Participant scores 3 or less in Attributes 4 to 6 then that Participant will not be successful and evaluation will be discontinued.

PART C SCHEDULE 5

INFORMATION REQUIREMENTS

All Participants must ensure that their Proposal includes:

1. A statement demonstrating the Participants level of understanding of local government issues of importance to the Council (must be written by a key person or people who would be involved with the Council).
2. Demonstrate the Participants understanding of and experience with the areas of law specified in clause 4.1 of Part A.
3. A statement whether they are seeking to provide all or some of the services Council requires as specified in clause 4.1 of Part A. If a Participant is seeking to provide some not all of the said services, then the Proposal must clearly identify which services are being provided.
4. Details of the expertise and experience of the key people who would work with Council, including Cvs of past and current experience.
5. Ideas for ensuring RFP promises result in tangible benefits for the Council.
6. Significant /relevant involvement of members of the firm in other areas of activity outside of direct legal work (boards of directors, tribunals, non government organisations and other entities).
7. A summary of the tangible value add (other than price competitiveness) that your firm would provide.
8. Relevant examples of litigation, projects and transactions worked on in the last 12 months identifying your contribution including the contribution of key people who would be involved with Council.
9. The following details:
 - a. Details of any current (or reasonably foreseeable) actual or potential conflicts of interest and how the Participant intends to manage any such conflicts;
 - b. Structure of firm;
 - c. Staff, size / capability;
 - d. Ratio of support staff to legal staff (lawyers and legal executives) and partners;
 - e. Client relationship management style;
 - f. Sufficient information to satisfy Council as to the financial viability of the firm;
 - g. Provide details about the Participants quality assurance process;
 - h. Process for status reporting, invoicing format and content and billing work in progress;

- i. Confirmation that the Participant has business continuity and disaster recovery plans in place;
- j. Name of insurer, type and amount of insurance held, excess per partner across the firm and claim details over the last 5 years.

PART C SCHEDULE 6

HEALTH AND SAFETY

As an ongoing commitment to health and safety the Council requires all Participants to show / confirm that their Health and Safety Management Systems comply with all relevant legislation, regulations, standards and codes of practices. All Participants are required to submit sufficient information with their Proposal to demonstrate compliance.

PART C SCHEDULE 7

STATEMENT OF DEPARTURES

HURUNUI DISTRICT COUNCIL REQUEST FOR PROPOSAL

Statement of Departures

1. There are no departures from the requirements of the RFP.
- or
2. There are departures from the requirements of the RFP. The departures are described in the attached table.

For and on behalf of:

Authorised signatory

Name of firm and name of authorised
signatory

STATEMENT OF DEPARTURE

<i>Description of the departure</i>	<i>RFP Reference</i>	<i>Proposal Reference</i>

PART C SCHEDULE 8

Pricing Schedule

1. All Participants Pricing Schedules must respond to the following format/issues.
2. The Participants must provide hourly rates in the format described in the table below. Rates should be stated as exclusive of GST.

Hourly Rates

Lawyer category	Definition of lawyer category	Current Retail rate	Council rate	Proposed basis / frequency of review
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NB Please ensure you define the “Lawyer category” as it relates to your firm including years of post qualification experience, basis for promotion from one category to the next, any other relevant criteria.

3. Pricing structures: Participants must also list any other proposed approaches to the pricing of legal services they consider might be of value and interest to Council.

Other Pricing Methods (list below if applicable)

PART C SCHEDULE 9

EVALUATION PROCESS

This evaluation process applies to Proposals submitted with respect to the Legal Provider role.

Evaluation against the Evaluation Attributes

1. The Evaluation Team will evaluate the Proposals against the Evaluation Attributes and will calculate a total score for each Proposal in accordance with the Evaluation Scoring Process identified in Part C, Schedule 4.
2. The Participants must score a minimum of 6 in each of Attributes 1, 2 and 3 to remain in the process. If any Participant scores 3 or less in Attributes 4 to 6 then that Participant will not be successful and evaluation will be discontinued.

Shortlist of Participants

3. Following the evaluation of the Proposals against the Evaluation Attributes, the Evaluation Team will select a short list of Participants based on the highest scoring Proposals. The short list shall comprise not more than four Participants.

Process Review and short list approval

4. The Evaluation Team will report to the Management Team on the Evaluation Process prior to finalising the short listed Participants.

Presentations by short listed Participants

5. The short listed Participants will then be required to provide:
 - a. a short presentation to Council. The views of Council of the merits of each short listed Participant will then be referred back to the Evaluation Team as a recommendation not a determination;
 - b. a presentation to the Evaluation Team outlining their respective Proposals in more detail and responding to any issues raised by the Evaluation Team.
6. The format, duration and other protocols (including numbers of people attending) for the presentation will be determined by the Council and will be complied with by the Participants.

Re-evaluation of short list participants' proposals

7. Following the presentations by the short listed Participants the Evaluation Team will:
 - a. then open and review the Pricing Envelopes of the short listed Participants;

b. receive and consider the recommendation made by Council pursuant to 5a above;

c. then finalise the Total Scores and select the preferred Participant(s) based on the highest scoring proposal.

Management Team Consideration

8. Following selection of the preferred Participant(s) a confidential report will be prepared and placed before the Council Management Team for its consideration and determination including:
 - a. Confirming the preferred Participant(s) as the firm that the Council will enter into negotiations with for the Legal Provider Agreement;
 - b. Authorising the Manager Community and Corporate Services to enter into and complete negotiations of the Legal Provider Agreement in the best interests of the Council.

Negotiations

9. The Council will commence negotiations with the preferred Participant(s) as to the commercial (including pricing) and other elements of the Provider Agreement.
10. The Manager Community and Corporate Services will report the outcome of the negotiations to the Management Team.
11. If negotiations can not be completed with the preferred Participant(s) to the satisfaction of the Council then the Council shall be at liberty to commence negotiations with the next highest scoring Participant from the short list evaluation and otherwise following the process described above.