

CORRESPONDENCE PART 4

Information Only - No Decision Required

Report To: Golden Bay Community Board
Meeting Date: 14 April 2015
Report Author: Laura Page, Senior Customer Services Officer
Report Number:
File Reference:

1 Summary

1.1 The incoming and outgoing correspondence is attached to this report

2 Attachments

1. Registrations of interest-support
2. Registrations of interest-supply



Registrations of Interest – Support

Seeking information and commitments from local authorities in support of:

- Ultra-Fast Broadband 2
- Rural Broadband Initiative 2
- Mobile Black Spot Fund

ROI released: 12 March 2015

Deadline for Questions: 29 May 2015

Deadline for Registrations: 12pm 3 July 2015

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This opportunity

What we need

1. As a key part of the Government's strategy to enhance connectivity in New Zealand and narrow the digital divide, the Government is extending the Ultra-Fast Broadband and Rural Broadband Initiative programmes and establishing a Mobile Black Spot Fund (the Programmes).
2. This is an opportunity for local authorities to provide input which may assist in the delivery of these Programmes to benefit their communities. The Ministry of Business, Innovation and Employment (**MBIE**) is seeking registrations of interest from local authorities for the supply of information and support to facilitate infrastructure deployment under each of these programmes, in the form of commitments to reducing costs, regulatory barriers, demand-side risks and other factors associated with deployment.
3. This *Registration of Interest – Support (ROI – Support)* invites you to participate in the first step of a process to establish which towns, communities and areas may be selected for deployment to meet the objectives of each of the programmes. Information which local authorities choose to submit in response to this ROI will be made available to potential infrastructure suppliers intending to prepare bids for deployment contracts in response to a Request for Proposals. Any offers of support made by local authorities must therefore be able to be relied on by any potential infrastructure supplier. Finally, the Government will select towns, areas or sites for deployment on the basis of the information provided in these first two stages.

Background

4. In the digital age, information and communication technologies are critical for economic growth and social inclusion for New Zealanders, in order to enhance and create links both within New Zealand and internationally. Access to and use of digital technologies, particularly broadband infrastructure, has been shown to achieve a range of social and economic outcomes. Greater and smarter use of these technologies can encourage business productivity across a range of sectors and industries, improve health and education outcomes, enhance service delivery, and increase social connectivity and inclusion.
5. The Government's role in enhancing connectivity is to invest in communications infrastructure where it is uneconomic for private investment alone to do so. This includes improving broadband and mobile access to underserved users, such as those in remote or rural areas, as well as accelerating the construction of a world-class high-speed broadband network to enable the majority of New Zealanders to take advantage of digital technologies.
6. As a key part of the Government's wider strategy to increase New Zealand's global competitiveness, the Government invested \$1.35 billion in the Ultra-Fast Broadband (**UFB**) initiative. The Government's first UFB programme (**UFB 1**), to be completed by the end of 2019, is deploying fibre-to-the-premises infrastructure to 75% of New Zealanders in 33 towns and cities across New Zealand, which will enable broadband

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capable of minimum peak speeds of 100 megabits per second (**Mbps**). The rollout concentrated in the first six years to 2015 on priority broadband users such as businesses, schools and health services, as well as greenfield developments and certain tranches of residential areas.

7. To address the risk of a digital divide between urban and non-urban areas and enable the latter to derive similar economic, educational, health and social benefits from digital technologies as their urban counterparts, the Rural Broadband Initiative (**RBI 1**) was created. With \$300 million funding, RBI 1 is increasing broadband access to areas outside of the UFB footprint, connecting priority rural users such as schools, libraries and public hospitals with fibre capable of at least 100 Mbps peak speeds, and ensuring that 90 percent of households and businesses outside of UFB 1 areas have access to broadband capable of peak speeds of at least 5 Mbps.
8. The Government recently announced its intention to extend its two flagship broadband initiatives with additional funding, and establish a new initiative to expand mobile coverage. Ultra-Fast Broadband 2 (**UFB 2**) will achieve greater population coverage of at least 80% of New Zealanders. This extension will cost between \$152 and \$210 million and will be funded from the Future Investment Fund.¹ At least 200,000 more New Zealanders will have access to UFB delivered via fibre-to-the-premises. The list of additional towns and other urban areas to receive fibre-to-the-premises, and the order of rollout, will be determined following a competitive bid process, which will take into account the cost of deployment, strength of consumer demand, strategic, regulatory and other assistance from local authorities.
9. Rural Broadband Initiative 2 (**RBI 2**) will focus on delivering faster broadband to those areas outside of the UFB 1 and UFB 2 footprint. This will be funded by an additional \$100 million made available through extending the Telecommunications Development Levy.² The Government will seek input from communities, councils and service providers to allocate the funding through an open tender process.
10. The Government also plans to create a \$50 million Mobile Black Spot Fund (**MBSF**) to extend mobile coverage into black spot areas, including State Highways and popular tourist areas. The objective is to increase mobile connectivity to rural and remote areas in order to improve the safety of people and property on State Highways, increase social inclusion, boost economic development and enhance the tourist experience at important tourist destinations. The funding for this programme will come from the Telecommunications Development Levy.³

¹ The Future Investment Fund was established in 2012 for investments in modern infrastructure from the proceeds from the sale of minority shareholdings in some State-owned enterprises and Air New Zealand.

² The Telecommunications Development Levy is a levy established under the Telecommunications Act 2001 which is imposed on larger telecommunications suppliers to contribute to the cost of infrastructure development. The Programme will require an extension of this levy which is subject to amendment of the Telecommunications Act 2001.

³ The Telecommunications Development Levy is a levy established under the Telecommunications Act 2001 which is imposed on larger telecommunications suppliers to contribute to the cost of infrastructure development. The Programme will require an extension of this levy which is subject to amendment of the Telecommunications Act 2001.

11. It is intended that many communities in different parts of New Zealand will be able to benefit from expanded mobile and broadband coverage under the Programmes, rather than only a few select towns or communities.
12. This ROI provides an opportunity for local authorities to:
 - Register their interest in having their areas considered for improved broadband and/or mobile coverage under the Programmes
 - Become better informed of the Programmes and of ways to attract broadband or mobile investment under the UFB 2, RBI 2 and MBSF initiatives
 - Provide deployment support and assistance to inform a competitive tender process among potential infrastructure suppliers under the Programmes.

Other Information

13. The Government would like to engage the assistance of local authorities to achieve the best outcomes for their communities from these Programmes. This is an opportunity for you to provide input into the design of the three Programmes. The Government will use this information to make decisions which support the objectives of the Programmes.

Why should you respond?

14. A number of local authorities have informally indicated their desire for Government to provide enhanced connectivity to their districts. Local authorities now have the opportunity to be part of a major New Zealand initiative to contribute to a range of economic and social outcomes for New Zealand communities. Access to improved broadband and mobile infrastructure can encourage business productivity across a range of local sectors and industries, improve health and education outcomes, enhance service delivery, and increase social connectivity and inclusion. In registering your interest you will have the opportunity to input into the design of these important programmes, indicate how your local authority would support such deployment, and potentially to have towns or areas within your district selected for deployment of one or more programmes.

Ultra-Fast Broadband

Selection criteria

1. The extension of the UFB initiative will focus on deploying fibre optic broadband infrastructure to urban areas outside of the existing UFB footprint, to achieve at least 80% population coverage. While the Government would like to be able to deliver fibre to all, between \$152 million and \$210 million has been set aside from the Future Investment Fund to extend UFB to additional towns and other urban areas beyond existing deployments. This limited pool of funding requires the Government to consider carefully the areas selected to receive UFB 2, in ways which optimise the potential for economic development within your communities.
2. The following indicative criteria will be used in the evaluation and selection of areas and suppliers following the Request for Proposals (**RFP**) process. Please note that these criteria may be subject to change and will be finalised prior to the release of an RFP.
3. Additional towns and extensions beyond existing deployments in your district may be selected for UFB 2 deployment on criteria as assessed by Government, including the following:
 - a. Coverage achieved by set date
 - b. Cost to the Government per premise passed
 - c. Compliance with network requirements
 - d. Special factors, including matters relating to economic growth potential.
4. Digital Enablement Plans, economic potential, demographic and geographic information will be provided with weighting in the evaluation process, once the Government is expected to achieve the additional 5% population coverage within the approved budget.
5. The Government has previously indicated that towns which may be considered for the extension include, but are not limited to: Te Puke, Motueka, Morrinsville, Kerikeri, Huntly, Thames, Matamata, Otaki, Kawerau, Waitara, Kaitaia, Dannevirke, Alexandra, Stratford, Whitianga, Cromwell, Taumarunui, Picton, Foxton, Kaikohe, Marton, Te Kuiti, Katikati, Temuka, Waihi, Waipukurau, Warkworth, Carterton, Dargaville, Opotiki, Snells Beach, Te Aroha, Wairoa, Paeroa and Westport.
6. Note that this list is indicative only and not intended to be exhaustive. Not all such towns are guaranteed to receive fibre under UFB 2, and other areas not named above may be selected instead based on the information received through the ROI and RFP processes.
7. Please note you are requested to identify townships within your district which you think would best meet the requirements for consideration in the *ROI – Support Response Form*.

Areas of local authority assistance

8. Local authorities have the opportunity to assist in the following ways to reduce the costs to deploy UFB in the towns in your district and optimise use of the infrastructure. You are invited through this ROI process to submit other suggestions for consideration. Further information on the specific means or processes which could facilitate deployment is outlined in the *ROI – Support Response Form*.

a. Consents

Local authorities may commit to providing means to facilitate consenting processes for the deployment of infrastructure.

b. Identification of infrastructure

You may wish to provide information to identify existing infrastructure which could assist in deployment, and to mitigate the risk of damage to existing infrastructure.

c. Uptake and awareness assistance

Local authorities may have a role to play in understanding demand and informing residents and businesses about UFB. These activities will assist in driving uptake, which makes it more attractive for a bidder to invest in UFB deployment to towns in your district.

d. Co-investment with the Crown or other funding options

There may be opportunities for local authorities to co-invest with the Crown (via Crown Fibre Holdings [CFH]). Co-investment is not mandatory, but may assist in achieving UFB deployment in towns within the local authority's district both within the Government's extended population coverage objective (80%), as well as additional coverage.

CFH to date has invested funds with UFB partners in the form of either long-dated interest free debt instruments or dividend-free equity investments on behalf of the Crown. For UFB 1 CFH will be investing \$1.3 billion in total. Currently these funds do not receive a return on capital, however the investment will be returned at the end of the term.

If a local authority wanted to contribute funding to ensure UFB coverage of towns within its district that would result in greater than 80% population coverage, such investment is likely to be made on the same terms as CFH's investment. CFH would manage that investment on behalf of the local authority in a similar way to its management for the Government. At this stage the exact term or nature of these investments will not be known until the tender for UFB 2 is completed.

You may also consider making grants to the provider of UFB within your district or a separate direct investment.

Rural Broadband Initiative 2

Selection criteria

1. The objective of RBI 2 is to facilitate access to broadband services in areas outside the UFB 1 and UFB 2 footprint, with a particular focus on areas which have poor or no broadband services. This will narrow the digital divide and enable non-urban New Zealanders to take advantage of digital technologies to grow local economies, enhance access to social and educational services and reduce exclusion. With an allocation of \$100 million for the extension of this initiative, the Government must prioritise communities for RBI deployment based on how this funding can achieve the greatest benefit. RBI 2 will likely be implemented using a mix of technologies.
2. The following indicative criteria will be used in the evaluation and selection of areas following the RFP process. Please note that these criteria may be subject to change and will be finalised prior to the release of an RFP.
3. In selecting areas for RBI 2 deployment, the Government will consider areas and communities outside of the UFB 1 and UFB 2 footprints which meet the following criteria:
 - a. quality broadband infrastructure is unavailable (defined as less than 5Mbps);⁴
 - b. unmet demand for satisfactory broadband is high; and
 - c. potential for social and economic benefits in the area.
4. Note that not all areas which local authorities identify will be selected. Please identify areas or communities within your district to be considered for selection in the *ROI – Support Response Form*.

Areas of local authority assistance

5. Local authorities have the opportunity to assist in the following ways to reduce the costs to deploy RBI infrastructure in your district and optimise use of the infrastructure. You are invited through this ROI process to submit other areas or suggestions for consideration. Further information on the specific means or processes which could facilitate deployment is outlined in the *ROI – Support Response Form*.
 - a. **Consents**

Local authorities may commit to providing means to facilitate consenting processes for the deployment of infrastructure.
 - b. **Identification of infrastructure**

⁴ For the purposes of the UFB 2, RBI 2 and MBSF Programmes, a service will be considered broadband where the peak download speed is at least 5Mbps.

You may wish to provide information to identify existing infrastructure which could assist in deployment, and to mitigate the risk of damage to existing infrastructure.

c. Uptake and awareness assistance

Local authorities may have a role to play in understanding demand and informing residents and businesses about UFB. These activities will assist in driving uptake, which makes it more attractive for a bidder to invest in UFB deployment in your district.

d. Co-investment with the Crown or other funding options

There may be opportunities for local authorities to co-invest with the Crown. This is not mandatory, but may enable local authorities to expand the coverage achieved beyond the funding envelope allocated for RBI 2. This investment is likely to be made on the same or similar terms as the Crown's investment. At this stage the exact term or nature of these investments will not be known until the tender for RBI 2 is completed.

You may also consider making grants to the provider of RBI within your district or a separate direct investment.

Mobile Black Spot Fund

Selection criteria

1. The Government has set aside \$50 million worth of funding to be appropriated from the Telecommunications Development Levy⁵ with the intention of expanding mobile network coverage in New Zealand into commercially non-viable areas. While it would be ideal to extend mobile coverage across the length and breadth of New Zealand, the limited amount of funding set aside for this mobile expansion objective means the Government must prioritise. You have an opportunity to assist the Government in identifying areas within your district where extended mobile coverage could achieve economic and social objectives. The programme will have a particular focus on areas with no reliable mobile service coverage for handheld devices from any operator and will prioritise sites which are either:
 - a. Important tourist sites where there are likely to be public safety and economic and social benefits from improved coverage; or
 - b. State Highways where there are likely to be public safety benefits from improved coverage.
2. The indicative criteria above will be used in the evaluation and selection of sites following the RFP process. Please note that these criteria may be subject to change and will be finalised prior to the release of an RFP.
3. Areas of particular demand outside of these criteria are likely to be met from coverage expansion obligations already required of mobile telecommunications operators, as part of the recent 700MHz spectrum purchases. The Mobile Black Spot Fund addressed in this ROI will supplement this mobile coverage expansion.
4. We invite local authorities to demonstrate how their nominated areas meet the criteria, for example, how mobile investment would mitigate safety of life risks and enhance emergency response on sections of State Highways, or improve communications and contribute to economic development and other opportunities in locations popular with visitors.
5. We will give priority to areas which meet the relevant criteria and where local authorities commit to assisting with the costs of deployment, for example through the provision of land or utility power for cell towers or road access to towers.
6. Local authorities may wish to engage with mobile operators to ensure the practicality of extending mobile coverage to nominated sites. However, the assistance and information you provide in response to this ROI should not be made specific to any particular mobile operator.
7. Please propose mobile black spot areas for consideration in the *ROI – Support Response Form*.

⁵ The Telecommunications Development Levy is a levy established under the Telecommunications Act 2001 which is imposed on larger telecommunications suppliers to contribute to the cost of infrastructure development. The Programme will require an extension of this levy which is subject to amendment of the Telecommunications Act 2001.

Areas of local authority assistance

8. Local authorities have the opportunity to assist in the following ways to reduce the costs to deploy mobile infrastructure to areas in your district and optimise use of the infrastructure. You are invited through this ROI process to submit other areas or suggestions for consideration. Further information on the specific means or processes which could facilitate deployment is outlined in the *ROI – Support Response Form*.

a. Consents

Local authorities may commit to providing means to facilitate consenting processes for the deployment of infrastructure.

b. Identification of infrastructure, land or land access

You may wish to provide information to identify existing infrastructure, land or land access, or other such matters which could assist in deployment, and to mitigate the risk of damage to existing infrastructure.

c. Uptake and awareness assistance

Local authorities may have a role to play in understanding demand and informing residents and businesses about UFB. These activities will assist in driving uptake, which makes it more attractive for a bidder to invest in UFB deployment to towns in your district.

d. Co-investment with the Crown or other funding options

There may be opportunities for local authorities to co-invest with the Crown. This is not mandatory, but may enable local authorities to expand the coverage achieved beyond the funding envelope allocated for MBSF. This investment is likely to be made on the same or similar terms as the Crown's investment. At this stage the exact term or nature of these investments will not be known until the tender for MBSF is completed.

The local authority could also consider making grants to the provider of MBSF within its district or a separate direct investment.

SECTION 1: Key information



1.1 Context

- a. This is an invitation to local authorities to submit a Registration for the implementation support of Ultra-Fast Broadband 2, Rural Broadband Initiative 2 and Mobile Black Spot Fund Programmes.
- b. This ROI will inform a multi-step procurement process. Following evaluation, information provided by respondents will be supplied to potential infrastructure suppliers for inclusion in responses to a Request for Proposals as the next step in the procurement process.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' Definitions are at the end of [Section 4](#)



1.2 Our timeline

- a. Here is our timeline for this ROI.

Step in ROI process:	Date:
Deadline for Questions:	29 May 2015
Deadline for MBIE to answer Questions:	12 June 2015
Deadline for Registrations	12pm 3 July 2015
Deadline for Digital Enablement Plans:	12pm 18 September 2015

- b. All dates and times are dates and times in New Zealand.



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. **Our Point of Contact**
Name: Teri Moon
Title/role: Senior Sourcing Specialist, Ministry of Business, Innovation and Employment
Email address: Teri.Moon@mbie.govt.nz



1.4 Developing and submitting your Registration

- a. The ROI sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the ROI. In particular:
 - a. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - b. in structuring your Registration consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For helpful hints on tendering and access to a supplier resource centre go to: www.procurement.govt.nz/for-suppliers.
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your Registration you must use the Response Form

provided **attached separately as a Word document**.

- f. You must also complete and sign the declaration at the end of the Response Form.
 - g. Check you have provided all information you wish to provide, and in the format and order asked for.
 - h. Having done the work don't be late – please ensure you get your Registration to us before the Deadline for Registration!
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1.5 Address for submitting your Registration

- a. Registrations of a file size **not** exceeding 20MB can be submitted by email/electronically to the following address:

Teri.Moon@mbie.govt.nz

Please note the following information must be noted in the subject line of the email:

ROI # [insert title]

- b. For Registrations exceeding 20MB, please submit on a USB and courier to our point of contact at the following address:

MBIE
Ground Floor Reception
15 Stout Street
Wellington 6011
ROI # [insert number and name]

Attention: Teri Moon, Senior Sourcing Specialist, Commercial Services



1.6 Our ROI Process, Terms and Conditions

- a. The ROI is subject to the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) described in Section 4.
 - b. We have made the following variations to the ROI-terms:
 - i. Referencing paragraph (7) Evaluation and shortlisting, please note this ROI will not include a shortlisting process. All ROIs submitted will be evaluated and all Respondents to this process will have an opportunity to participate in any further tender process the Buyer undertakes in relation to the Programmes described in this ROI.
 - ii. Referencing paragraph (8) Respondent's Debrief, please note the Buyer does not intend to provide debriefs in this ROI process. Any Respondent may however request feedback or raise concerns in relation to any aspect of this process to the Contact Person.
 - iii. Referencing paragraph (15a) Confidentiality of ROI information, please note there will be no process of announcing Successful Respondents as part of this ROI process.
 - iv. Referencing paragraph (19a) Elimination, please note that the following clauses are not applicable: (iii) the Respondent is in bankruptcy, receivership or liquidation; (vi) the Respondent has been convicted of a serious crime or offence; (ix) the Respondent
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represents a threat to national security or the confidentiality of sensitive government information; and (x) the Respondent is a person or organisation designated as a terrorist by New Zealand police.



1.7 Later changes to the ROI or ROI process

- a. If, after publishing the ROIs, we need to change anything about the ROIs, or ROI process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz and the MBIE website at <http://www.med.govt.nz/sectors-industries/technology-communication/fast-broadband/new-initiatives>.
 - b. If you downloaded the ROI from GETS you will automatically be sent notifications of any changes through GETS by email.
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SECTION 2: What we are seeking (‘our Requirements’)

1. The Government has announced a specified amount of funding to extend its flagship broadband initiatives and create a mobile coverage initiative. Local authorities have the opportunity to inform how the Government distributes the funding for these programmes. We are seeking your input to help make decisions on how investment in these programmes can achieve the greatest social and economic benefits. This ROI is part of the process to establish which towns, communities and sites are scheduled for deployment to meet the objectives and requirements of the UFB 2, RBI 2 and MBSF initiatives. One component of this input will be information from local authorities on how they intend to prepare their towns, communities, or other sites to take advantage of broadband or mobile investment.
2. The information and support committed by local authorities regarding local utility infrastructure, uptake and marketing support, and ways to reduce the cost or risks of deployment, will be supplied to telecommunications service providers bidding for deployment and operation contracts under the initiative indicated by the local authority. This information and support will assist in reducing deployment challenges and in improving the economies for bidders to co-invest with the Crown.
3. The *ROI – Support Response Form* covers the following:
 - Criteria for districts to be considered for selection, including:
 - i. Towns or other urban areas to be considered for UFB 2
 - ii. Rural areas to be considered for RBI 2 or
 - iii. State highways or tourist areas to be considered for the MBSF;
 - Support to reduce the cost of infrastructure deployment;
 - Information on local utility infrastructure that could assist deployment;
 - Commitments to promote focused marketing and uptake;
 - Potential co-investment with the Crown to accelerate deployment;
 - A Digital Enablement Plan.

Digital Enablement Plan (DEP)

4. The Government wishes to leverage the assistance of local authorities to prepare and influence communities to make maximum use of digital infrastructure to support long-term economic and social objectives. Local authorities have the potential to identify ways to achieve these economic and social benefits and to coordinate plans to encourage the use of digital infrastructure within their districts. A key means of informing Government of anticipated and ongoing plans is for local authorities to complete a Digital Enablement Plan (DEP).
5. As an indication of what benefits the Government is looking for local authorities to outline in the DEP, the UFB 2, RBI 2 and MBSF initiatives have wide-ranging social and economic benefits. A comprehensive DEP could support the potential for investment in the area.
6. The Government's desired outcome from the UFB programme is to drive a paradigm shift in broadband speeds to encourage business productivity, establish new businesses, increase employment and workforce participation, retain and attract new residents, employees and businesses, improve health and education outcomes, and enable access to education, health and government services.
7. The RBI aims to increase broadband access to enable rural New Zealanders to derive similar economic, educational, health and social benefits from digital technologies as their urban counterparts. The objective of the MBSF is to increase mobile connectivity to rural and remote areas in order to improve public safety on State Highways, reduce exclusion, and boost the economic development potential of key tourist destinations.
8. A DEP template is attached to the *ROI – Support* Response Form for the local authority to complete. You will have the opportunity to receive further guidance on completing the DEP. It is highly recommended to engage your regional Economic Development Agency to assist in preparation of these plans.
9. Please note that it is not necessary to use the DEP template or the exact approach outlined in the attached Digital Enablement Planning Guide. The DEP template and guide have been provided to assist you to think about ways in which your communities could benefit from potential infrastructure investment. If you have prepared existing digital plans or strategies for your community, you are welcome to submit these.

Indicative timeframes

Description	Indicative date for delivery
Responses to this ROI – Support due (excluding DEP)	3 July 2015
<i>ROI – Support</i> information made available to potential suppliers of infrastructure for preparation of responses to a Request for Proposals (RFP)	Mid-August 2015
RFP released to potential suppliers of infrastructure	Mid-August 2015
Completed DEP due from local authorities	18 September 2015
Evaluation of RFP responses and selection of towns and suppliers	Mid-October 2015 – Mid-November 2015
Contract negotiations begin	Mid-December 2015

SECTION 3: Evaluation of Responses

1. Section 3 of the *ROI – Supply* outlines the indicative criteria for the selection of geographic areas under each of the Programmes.
2. Responses to this ROI will be evaluated on the nature and extent of the following information you provide:
 - Economic potential, demographic and geographic information on the nominated town or areas
 - A Digital Enablement Plan outlining the benefits of infrastructure deployment to the nominated town or areas and plans to support the achievement of this
 - Commitments to support and/or accelerate deployment
 - Commitments to reduce costs and risks of deployment
 - Information on local utility infrastructure that could assist deployment
 - Comments and feedback on the process, specifications and any other aspect of the Programmes.

SECTION 4: ROI Process, Terms and Conditions

Note to suppliers and Respondents

- a) In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- b) This section contains the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) which apply to this procurement. Any variation to the ROI-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this ROI.
- c) Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' [Definitions](#) are at the end of this section.
- d) If you have any questions about the ROI-Terms please get in touch with our [Point of Contact](#).

Standard ROI process



Preparing and submitting a Registration

1. Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the ROI.
- b. By submitting a Registration the Respondent accepts that it is bound by the ROI Process, Terms and Conditions (ROI-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the ROI and any documents referenced in the ROI and any other information provided by the Buyer
 - ii. if appropriate, obtain independent advice before submitting a Registration
 - iii. satisfy itself as to the correctness and sufficiency of its Registration.
- d. There is no expectation or obligation for Respondents to submit Registrations in response to the ROI solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Registration.



2. Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI document/s Respondents

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should seek clarification before the Deadline for Questions.

- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.



3. Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by the Buyer at the correct address on or before the Deadline for Registrations. The Buyer will acknowledge receipt of each Registration.
- b. The Buyer intends to rely on the Respondent's Registration and all information provided by the Respondent (e.g. in correspondence). In submitting a Registration and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain intellectual property that will breach a third party's rights.
- c. Where the Buyer requires the Registration to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.



Assessing Registrations

4. Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Registration, or any aspect of any Registration.

5. Third party information

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



6. Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its

Registration as well as additional information about any aspect of its Registration. The Buyer is not required to request the same clarification or information from each Respondent.

- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Registration and may eliminate the Registration from the process.



7. Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the Evaluation Approach set out in the ROI. The Buyer may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.
- b. In deciding which Respondent/s to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from due diligence
 - ii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iii. any relevant information that the Buyer may have in its possession.
- c. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Registration, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the ROI process the Buyer will not make public the names of the shortlisted Respondents.



8. Respondent's debrief

- a. At any time after shortlisting Respondents, the Buyer will offer Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days from the date of offer to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Registration was or was not successful
 - ii. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Registration's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the ROI process.



9. Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the ROI, or the ROI process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. The Buyer and Respondent each agree to act in good faith and use its best



endeavours to resolve any issue or complaint that may arise in relation to the ROI.

- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the ROI process or future contract opportunities.



Standard ROI conditions

10. Buyer's Point of Contact

- a. All enquiries regarding the ROI must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the ROI.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the ROI. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the ROI.

11. Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form, and must immediately inform the Buyer should a Conflict of Interest arise during the ROI process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the ROI process.

12. Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the ROI.
- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10.a and d. and 4.12.a. may be disqualified from participating further in the ROI.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ROI process to ensure probity of the ROI process.

13. Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with the Buyer. Such behaviour will result in the Respondent from being disqualified from participating further in the ROI process. The Respondent warrants that its Registration has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Registration.

14. Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.

- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the ROI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the ROI.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 4.14.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.



15. Confidentiality of ROI information

- a. For the duration of the ROI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the ROI strictly confidential and not make any public statement to any third party in relation to any aspect of the ROI, the ROI process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose information relating to the ROI to any person described in paragraph 4.14.b. but only for the purpose of participating in the ROI. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the ROI.

16. Costs of participating in the ROI process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Registration and any negotiations.

17. Ownership of documents

- a. The ROI and its contents remain the property of the Buyer. All Intellectual Property rights in the ROI remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all ROI documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Registration will, when delivered to the Buyer, become the property of the Buyer. Registrations will not be returned to Respondents at the end of the ROI process.
- c. Ownership of Intellectual Property rights in the Registration remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the ROI process.

18. No binding legal relations

- a. Neither the ROI, nor the ROI process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Registration
 - ii. the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with the Buyer
 - iii. the Evaluation Approach to be used by the Buyer to assess Registrations as set out in Section 3, and in the ROI-Terms (as varied

- by Section 1, paragraph 1.6, if applicable)
 - iv. the standard ROI conditions set out in paragraphs 4.10 to 4.23
 - v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 4.18.a. is subject only to the Buyer's reserved rights in paragraph 4.20.
- c. Except for the legal obligations set out in paragraph 4.18.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.



19. Elimination

- a. The Buyer may exclude a Respondent from participating in the ROI process if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the ROI:
- i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI process
 - ii. the Registration contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

20. Buyer's additional rights

- a. Despite any other provision in the ROI the Buyer may, on giving due notice to Respondents:
- i. amend, suspend, cancel and/or re-issue the ROI, or any part of the ROI
 - ii. make any material change to the ROI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the ROI the Buyer may:
- i. accept a late Registration if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Registration if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration
 - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
 - iv. accept or reject any Registration, or part of a Registration
 - v. accept or reject any non-compliant, non-conforming or alternative

Registration

- vi. decide not to enter into a Contract with any Respondent
 - vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the ROI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - x. waive irregularities or requirements in the ROI process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent agrees to the Buyer:
- i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



21. New Zealand law

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

22. Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the ROI process.
- b. Nothing contained or implied in the ROI, or ROI process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer is \$1.

23. Precedence

- a. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:
- i. Section 1, paragraph 1.6
 - ii. Section 4 (ROI-Terms)
 - iii. all other Sections of this ROI document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the ROI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ROI.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the call for Registrations of interest through a ROI with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ROI or in general.
Confidential Information	Information that: <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' c. is provided by the Buyer, a Respondent, or a third party in confidence d. the Buyer or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.
Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the ROI or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: <ul style="list-style-type: none"> 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	The written contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Deadline for Registration	The deadline that Registrations are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Registrations as described in Section 3, the ROI-Terms (as varied by Section 1, paragraph 1, if applicable.).
GETS	Government Electronic Tenders Service www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Registration.
Registration	The response a Respondent submits in reply to the Buyer's ROI. It comprises the Response Form, the Respondent's registration and all other information submitted by a Respondent.
ROI	Means the Buyer's call for Registrations of Interest.
Registration of Interest	The Buyer's call for Registrations of Interest comprises the Advance Notice (where used), this ROI document (including the ROI-Terms) and any other schedule, appendix or document attached to ROI, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
ROI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
ROI Process, Terms and Conditions (shortened to ROI-Terms)	The government's standard terms and conditions that apply to ROIs as described in Section 4. These may be varied at the time of the release of the ROI by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ROI by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.'
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.



DIGITAL ENABLEMENT PLANNING GUIDE

This document is designed to support local authorities in the creation of a Digital Plan for their community

February 2015

Created by the Digital Office

www.digitaloffice.co.nz



.DigitalOffice

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INTRODUCTION

The Government wishes to provide local authorities with the opportunity to attract investment in digital infrastructure in their communities under the Ultra-Fast Broadband 2, Rural Broadband 2 and Mobile Black Spot Fund programmes. Local authorities have the potential to identify ways to achieve economic and social benefits from these programmes and to coordinate plans to maximise the use of digital infrastructure within their districts. A key component of keeping the Government informed of anticipated and ongoing preparation is for local authorities to complete a Digital Enablement Plan (DEP).

The DEP prepared by the local authority will be complimentary to the information and commitments requested in the *Registration of Interest – Support (ROI – Support)* for local authorities. The intention of the *ROI – Support* document is for Government to provide local authorities with information on and best practice examples of ways to facilitate the deployment of the Ultra-Fast Broadband 2, Rural Broadband Initiative 2 and Mobile Black Spot Fund. The *ROI – Support* invites local authorities to indicate what assistance they are committed to providing in terms of lowering regulatory costs, identifying existing infrastructure, promoting uptake and investment options. The *ROI – Support* document is located here: <http://www.med.govt.nz/sectors-industries/technology-communication/fast-broadband/new-initiatives>.

This guide has been created to help you establish a DEP for your local authority (which can be summarised on the DIGITAL ENABLEMENT PLAN TEMPLATE provided in the *ROI – Support* Response Form).

Please note that it is not necessary to use the DEP template or the exact approach outlined in this Digital Enablement Planning Guide. The DEP template and guide have been provided to assist you to think about ways in which your communities could benefit from potential infrastructure investment. If you have prepared existing digital plans or strategies for your community, you are welcome to submit these.

A Digital Plan will provide your district with a vision, targets and plans on how it can maximise the Internet to increase business profitability, bring economic advantages and engage your community in digital technology.

We recommend that your Digital Plan should focus around 3 areas:

- Leadership – managing the plan and associated projects
- Business Growth – projects that help businesses grow by improving their use of technology or online services
- Community Enablement – projects that use technology to help the community, or that help the community use technology

It is envisaged that your plan will outline 2-3 feasible projects for community enablement and 2-3 feasible projects for business growth in the first year. We do recommend that in the first year 2-3

projects is a good starting point to ensure you don't set expectations that you can't meet, fund or resource. But, ultimately, the number of projects you decide to include is your call, you may do more as the community/business need is great and your community is supportive and backs your plan.

Using this Guide

This guide is divided into 5 key activities:

Table 1: The 5 key activities for developing a Digital Plan

LEADERSHIP			
Establishing the leadership required to help ensure success of the Digital Enablement Plan.			
PREPARATION	ENGAGEMENT	ANALYSIS	REVIEW
Identifying key stakeholders and the best way to interact with them.	Researching, planning and engaging in such a way that you get the information you require and stakeholders actively support the resulting Digital Plan.	Evaluating the feedback received and identifying the key projects that will form the Digital Enablement Plan.	A continuous review process to measure outcomes against the plan objectives. The process may modify existing projects and shape new initiatives as technology advances.

You should read through all the sections in this guide first, before starting the process of creating a Digital Enablement Plan.

Note: This guide is not a substitute for a Digital Enablement Planning Workshop. We recommend you attend the planning workshop to ensure you have the skills and knowledge necessary to create a Digital Enablement Plan for your area.

SECTION 1: LEADERSHIP

Leadership is one of the most important components for ensuring you have a successful Digital Enablement Plan. Every other section of creating your plan (e.g. Preparation, Engagement, Analysis, and Review) will include a leadership component.

For a successful Digital Enablement Plan we recommend you establish a Steering Group to help with engagement, decision-making and to commit to the projects, approve costs and deadlines, and ensure individuals and organisations are working together towards the common goals.

Steering Group

The Steering Group should be made up of representatives from the community. We recommend that it is not solely made up of council employees. Consider representatives from local business and organisations, youth, elderly, minority groups as well as those employed by the local authority. Why not include a representative from the local school to ensure you have the student voice or a retired member of the community to ensure you include a more mature perspective?

We recommend you define the role of the Steering Group and this may be different depending on the skill set of its members, the potential projects and your area.

The key role of the Steering Group should include monitoring, reviewing and continuously improving the projects (these are so important they should be set up as projects in your Digital Plan).

When defining the role of your Steering Group consider the following.

- Ensure everyone works together towards the common project objectives
- Fairly weigh all requests, acting impartially to do the most good with the resources available
- Be the ultimate decision maker with regards to projects and their direction, priorities, budget and deadlines
- Set clear expectations with regards to project communication, both to them and the stakeholders
- Be a small team to facilitate quick decision making
- Ensure members have diverse representative interests
- Communicate clearly to the community about when you meet, what you are discussing, your final decisions and the likely impact of those decisions. Be transparent!

It is expected that the Steering Group should be established early on. Probably during the preparation stage, where you are identifying your stakeholders. That way the Steering Group are informed and involved from the very beginning, and can help with engagement, including providing feedback on communication plans, championing and promoting the development of the Digital Plan.

SECTION 2: PREPARATION

This section is designed to help you get started.

Identifying Stakeholders

Think about the stakeholders in your local authority who you want to engage with to hear about digital issues, roadblocks and challenges. This list should not be exclusive; you want to engage with as many people in your local authority as possible.

The following list is designed to get you thinking about stakeholders in your area, it is by no means exhaustive.

- Community groups (elderly groups, youth groups, clubs and societies)
- Ethnic groups (local iwi or Kaumātua, ethnic community groups)
- Not for profit organisations
- Educators (schools, preschools, tutors, tertiary institutions)
- IT representatives (IT leaders, technology experts)
- Local businesses (large, small, across industries – especially if you have a dominance of a specific industry group in your area, such as tourism or agriculture).
- Local government authorities
- Councillors and Community Board members
- Students (Schools, Tertiary institutions or studying at home)
- Elderly groups operating in the community
- Library staff, volunteers
- Other districts or regional stakeholders

Think about how you can reach out to stakeholders you may have missed. Can you get the local newspaper to run an article about what you are trying to achieve? Is there a local website that could post something for you?

Remember, your stakeholders don't necessarily need to be interested in technology, just have a community or business interest or frustration that technology may be able to solve.

Once you have identified your potential stakeholders you need to consider how you will engage with them and get their feedback.

Engagement can essentially be divided into two types:

- Eliciting feedback
- Communicating the Digital Planning process

You should consider assigning someone the responsibility of 'key coordinator' to lead the process. Their role would be to coordinate the consultation process, capture the feedback and keep the process moving along.

Eliciting Feedback

There are many ways you can elicit feedback, whether it is a phone call, interview, workshop, facilitated group meeting, questionnaire etc. The trick is to choose the right method for the right group so you get maximum information for effort you put in.

Remember, you will need to use the information collated from your engagements to identify 2-3 feasible projects for community enablement and 2-3 feasible projects for business growth. It is probably useful to identify whether a stakeholder would provide more contribution to community enablement or business growth, so categorise your stakeholders accordingly.

There are advantages and disadvantages to each of the different ways of eliciting feedback, the following table outlines a few of the key methods and the pros/cons, but don't let yourself be limited by this list.

Table 2: Pros and cons of engagement methods

Engagement	PROS	CONS
Interview	<ul style="list-style-type: none"> • Can adapt questions based on responses • Can receive clear examples of digital issues or barriers for digital growth 	<ul style="list-style-type: none"> • Time consuming • Single voice in the community and not necessarily representing the wider community/sector
Meetings	<ul style="list-style-type: none"> • Can adapt questions based on response • Great way to receive wider group feedback on an issue or seek opinion on an initial idea or project 	<ul style="list-style-type: none"> • Can be challenging to find a time that suits everyone
Survey (physical hardcopy)	<ul style="list-style-type: none"> • Can reach a large number of people • Engaging with those who don't necessarily have high digital literacy skills 	<ul style="list-style-type: none"> • Can't adapt questions based on responses • Questions can be perceived as ambiguous • Some won't engage if the survey takes too long and others won't engage because it is a survey • Costs to produce hardcopy of the survey
Electronic Survey	<ul style="list-style-type: none"> • Easy to collate answers • Some questions can be adapted based on specific responses 	<ul style="list-style-type: none"> • People who are unsure about technology are less likely to participate • Questions can be perceived as ambiguous • Some won't engage if the survey takes too long and others won't engage because it is a survey
Workshops/ Focus Group	<ul style="list-style-type: none"> • Usually get good feedback around a specific issue or from a specific group of people • Great opportunity to delve into more detail 	<ul style="list-style-type: none"> • Responses may be biased towards that industry/ group, so might not get 'whole picture'

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Engagement	PROS	CONS
Attending an existing meeting	<ul style="list-style-type: none"> • Questions can be adapted based on responses • Chance for community to meet and get to know who does what and who can help with digital issues • Your cause has already been endorsed by the meeting organiser so is more likely to get buy in • Can be useful to explain the plan and potential feedback form (e.g. questionnaire) and then leave them to complete 	<ul style="list-style-type: none"> • Limited amount of time to get your point across and gain feedback

If you have a dominance of a specific industry group in your area (such as tourism or agriculture), you may decide to hold an industry specific focus group.

You may need to do some research to find out which is the best communication type for your stakeholders. Make sure you outline clear objectives for each of the engagement types – is it to gain feedback on specific issues, answer specific questions, or raise awareness of a workshop or focus group you would like them to attend.

Communicating to your Stakeholders

Once you have decided how you are going to elicit feedback from your stakeholders, you need to decide how you will communicate the feedback process and the development of the Digital Enablement Plan to them. Are you going to approach local meetings such as Rotary, Chamber of Commerce, and Young Farmers? Or, are you going to run an ad in the newspaper or on the local radio station? Do a pamphlet drop? Write a blog? Email a list of contacts? How will you manage your growing list of contacts as you find more people who want to be involved, provide feedback along the way or be kept up to date of your progress?

For more information on communicating to stakeholders and eliciting feedback please refer to the SECTION 3: ENGAGEMENT (below).

Preparation Summary

You should now have a clear consultation plan, including:

- A LIST OF STAKEHOLDERS FOR YOUR AREA
- IDENTIFICATION OF A KEY CO-ORDINATOR
- for each stakeholder *THE BEST METHODS TO elicit feedback*
- for each stakeholder *THE BEST METHODS TO communicate the Digital Planning Process*

You should also have identified the members of your Steering Group

- Steering group established*

SECTION 3: ENGAGEMENT

Engagement is not just about gathering information regarding issues in the community. It's about developing a relationship with the community so that they provide you with support throughout the development and implementation of the Digital Plan. Engaging well will identify potential leaders, volunteers and supporters. Engagement should be approached with a long-term view as you should continue to engage with the community long after the plan is produced.

With this in mind it is worthwhile considering the objectives of your engagement (community consultation). This will help give you direction and help you plan your communications.

Communications

It is expected you will use a number of communication methods to reach the greatest number of people in your local authority. The development and delivery of any communications must consider:

- The reasons for the development of the Digital Plan
- Always offering an avenue for feedback
- Utilisation of existing communication channels

Complete the following table to identify the tools/forums that will be used to communicate during the consultation process. These may include, but should not be limited to; mail-outs, workshops and focus groups, emails, social media (e.g. LinkedIn, Facebook), a blog with a running commentary, websites, and the media.

To help plan your communications complete the following table:

Table 3: Communication Tools (includes example entries)

Communication Tool	Expected Audience	Message/Objective of Communication
<i>e.g. News Article in local newspaper</i>	<i>Readers of newspaper in the district, weighted more towards older generations.</i>	<i>Aim is to raise awareness that we're preparing a Digital Plan and highlight how the community can participate.</i>
<i>e.g. Blog by Chair of Steering Team</i>	<i>More digitally aware members of our community</i>	<i>Reach out to the digitally aware community and get them onside to help promote the message.</i>

It is important your stakeholders are informed throughout this digital planning process, this will ensure you get maximum buy-in and support. You may choose to break down the communication tools listed in the above table into individual communications. Adding columns such as "Date", "Author", and "Responsibility" will help you plan and keep track of the communications you send out to stakeholders.

Eliciting Feedback

There are many ways you can elicit feedback from your community, it is important you use multiple ways as some community members will engage better (or worse) depending on the method selected. (See previous section PREPARATION: Eliciting Feedback for a list of pros and cons of different methods).

When eliciting feedback, you should consider the following:

- Communicating how they can get in contact if they think of anything else
- Communicating what happens next, e.g. feedback analysed, steering group established, projects defined. When they will be updated on the projects and how
- Asking them to provide contact details (should always be optional) so that you can ask further questions that may arise during the analysis stage
- Discussing funding/sponsorship (as the projects get defined you may be looking for assistance in-kind or sponsorship) often it can be easier to have this conversation in parallel with discussing potential projects – but don't get bogged down, at this stage the primary focus should be on eliciting feedback
- Whether they have any ideas to address challenges that have already been raised
- Depending on the method, providing refreshments
- How you will capture the challenges – you may consider having a cloud based document set up so people can see what was captured at the session

It is useful to record how many people attended your workshops, completed your questionnaires etc., and the types of methods you used to elicit feedback. This will add value and buy-in to your plan.

To help plan and track how you elicit feedback the following table might be useful. Set it up in a spreadsheet and populate it with contact details, locations, and actions etc. for each of the types of engagement.

Table 4: Eliciting Feedback (includes example entries)

Group/ Industry	Key contact	Workshops	Survey	Roadshow	Digital Journey	Meetings	Social Media
e.g. Tourism	Joan Smith	Tourism Operators Workshop					
e.g. High School Students	Peter Young					School Council Meeting at DO High School	Survey link & explanation on school Facebook page
e.g. Wider Community	POC: Michael Gale		Digital Skills Survey				

The following session discusses some of the more common feedback elicitation methods.

Feedback elicitation methods

Surveys/ Interviews

Surveys are a great way to engage with your community and gather statistical information to support any digital projects you include within your plan.

Before starting to prepare your survey considering the following:

- Is the information you want to find already available? (You may find that Statistics NZ or another organisation has already asked the question).
- What do you want to gain from doing the survey? Maybe it's to assess the general digital need and competency across the district? Focus on a specific area of interest, like business capability or community use? Or, qualify an idea for a project you may have.

CASE STUDY:

Clutha District Council created a digital capability survey. A member of council was nominated to support the process. Questions were designed to be easy to understand and respond too – not too wordy and clear options. To ensure that all community were engaged a physical copy of the survey was included in rates information and sent with a pre-paid envelope. In

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A word of caution that many of the respondents to your survey may be digital competent and if you are looking for the survey to capture digital needs across the community you will need to make sure that all community can respond. You may have success by taking to the street with a clipboard and not just running through a questionnaire, but actually talking to the mums/dads, retirees etc. Look at the case study (above) for another example of reaching the less digitally capable.

addition, people who went to the locally library were encouraged to fill in a survey online or a paper copy. The results were extremely positive with very high percentage of the community participating.

Meetings

Getting a group of people together can be useful as comments bouncing around often trigger great ideas. A meeting can take many forms.

Community meetings particularly useful for gaining information. They are a great way for the community to come together and discuss as a group what the digital issues are. At the same time they learn about what each other is doing in the community.

When holding a community meeting you need to make sure there is a chair who is very clear on documenting issues and ideas and moving on. The meeting should not turn into a debate, or get side-tracked trying to resolve an issue at the expense of not hearing other ideas/issues.

If you also have a questionnaire you wish them to complete you can ask them to fill it out at the end of the meeting.

CASE STUDY:

As part of the Canterbury Digital Strategy a community meeting was called in a small rural town; the local Economic Development Agency organised the meeting. 20 to 30 people turned up and over refreshments the digital issues in the community were discussed. At the same time the community heard about digital success stories and connections were made on how they could help each other.

Workshops

Workshops and focus groups can be useful, especially if you want to ask questions or find out the issues in a specific sector or demographic. The sectors you choose will be dependent on the makeup of your communities.

Workshops and focus groups can also be useful for delving into a specific issue that has been raised.

For businesses, another type of workshop you could hold is a Digital Journey event. Digital Journey (www.digitaljourney.nz) is a free online assessment tool that helps businesses identify how they can improve their digital use. Why not run a Digital Journey event by asking a selection of businesses to come along and complete their digital journey assessment at the same time and then share the results. This way, the businesses will see value and you will hear about the digital needs in their businesses.

CASE STUDY:

Dunedin hosted a Digital Journey event in the Library as it had free, fast internet. Tourism was the focus and local businesses were encouraged to come along. 30 businesses turned up and they all brought a device along, iPads, laptops, and smart-phones. They completed their Digital Journey, then the economic development staff encouraged the businesses to stay and share their results. It was a great way to get information on what the digital needs of local tourism businesses.

Other Ideas

For ways to engage you are only limited by your imagination. People often need to be compelled to take part, so enlist organisations and prominent community members to champion your cause (including your Steering Group).

Sometimes you get a better response if people feel like they are also gaining benefit (such as the Digital Journey event idea above). Maybe you could hold a 'Digital Roadshow' around your communities. People could come and see technology in action, ask questions and raise concerns.

Or you could offer an MBIE-endorsed training programme called Digital Enablement Training. This training can be focussed on particular digital issues that were identified as part of eliciting feedback. It's a great way to encourage group participation and understand the digital issues in your area while providing participants with training and skills to help improve their business.

Facebook is the most used social media platform in NZ. Why not set up a social media site, ask someone in your community to run it and ask questions, seek input and inform the community on your progress today and in the future?

Questions

Before launching into engaging with the community and eliciting feedback you should be very clear on the questions you need answered. (Remember you are looking to create a Digital Plan for your local authority and that plan will have a vision, key objectives and 4 to 6 projects that will increase community enablement and improve business growth).

The questions you ask may be specific to your region, whether you are asking someone as a business owner/manager or a member of the community. It is often helpful to sit and brainstorm possible questions. The questions you ask may differ depending on the method you use to elicit feedback. For example, if the questions are in a survey, you need to ensure there is no ambiguity.

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However, if you are asking questions in person there is more ability for you to explain yourself further or for someone to ask you to clarify.

If you are struggling to identify potential questions please refer to the list below for some ideas to get you started.

Example Question	Question Focus
• Do you have fast access to digital services and if not what is stopping you or your business? (E.g. expense, availability, value)?	Business & Community
• Are you aware of benefits and opportunities when accessing digital services?	Community
• What would you like the online experience to be for our community?	Community
• What can we as the local authority do to improve access to the Internet across our area?	Business & Community
• What can we as the local authority do to raise the capability and skills so more of our community can participate in the Internet?	Community
• What can we as the local authority do to bring skilled information technology people to our district and keep them here?	Business
• In the future what skills will we need to develop to participate more within a digitally connected community?	Community
• What digital services do you use regularly and are important to you or your business?	Business
• What digital services do we as the local authority need to consider to attract more visitors to our region in the future?	Business
• What digital services do we as the local authority need to consider to drive productivity and economic growth across our businesses in the future?	Business
• What digital services will make our area a better place to live, study, visit, work and play in the future?	Business & Community
• Are you concerned about the risks of connecting to a digital service or contributing to an online service?	Business & Community
• What do you consider the significant risks are when using digital services?	Business & Community
• What can your local authority do to improve the confidence in using digital services for you or your business?	Business
• In the future, what can your local authority do to make the online experience safer?	Community
• Who do you think should pay for future digital services: the local council, community or private sector? And what ideas do you have to fund further expansion of digital services and technology across our area?	Community
• What digital services have you seen or used elsewhere that we should consider?	Business & Community

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- What else do we need to consider to make our area's online experience stand out in the future?

Business & Community

NOTE: Many of the generic questions above use the word digital. However, please be aware that some members of your community may not understand what 'digital' means. You may need to ensure it is explained to them, before they answer any questions.

Engagement Summary

You should now have planned your communications and how you intend to gain feedback from each stakeholder group.

- Communication plan (including communication method, audience, message, proposed date, author, responsibility)*
- FEEDBACK ELICITATION PLAN (including industry, key contacts, feedback elicitation method, target dates)*
- CONTENT FOR EACH ELICITATION method (questions defined, workshop/meetings agendas and topics prepare, etc.)*

The next step is to engage with your community and gain their feedback.

SECTION 4: ANALYSIS

Now you should have a list of issues/challenges, data and observations for your area. You should also have discussed the possible mitigations and actions that could address some of these issues, and have talked about what the future could look like for your local authority.

There are many approaches to take to get the information you need to develop your Digital Plan. You may find it useful to group similar issues together. Often you can identify key themes (such as; lack of digital skills, poor levels of connectivity, limited exposure to digital technology). Alongside each theme or issue list the potential projects that will help mitigate that issue.

Table 5: Key themes and possible projects (includes example entries)

Key Theme/issue	Possible Projects
<i>E.g. Digital Skills</i>	<ul style="list-style-type: none"> • <i>Introduce digital training in the library that is free for all;</i> • <i>Establish a community led initiative to help members of the community who are struggling with technology;</i> • <i>Run a volunteers programme where businesses can volunteer 1 or 2 hrs per month to support other businesses struggling with technology (Topics could include things like helping set up a Facebook page, using a specific application or providing step by step instruction).</i>

Before you progress your potential projects any further you should consider your vision and objectives.

Vision & Objectives

Defining the vision and objectives is important to communicate how the Digital Plan will help the local communities and businesses.

To be successful, you need to have a clear vision of what you want the future for your district to look like. A vision is important because it provides direction and inspiration. It also can be used to paint a picture for the wider community of what you are trying to achieve. The feedback from your community consultation process should drive your vision and objectives.

In general your vision statement should be:

- Easy to communicate – concise, a maximum of a couple of sentences
- Easily understood by members of the community
- Motivating and inspiring for those working towards it
- Broad enough to cover both goals of business growth and community enablement

The Steering Group should have final say on the vision for your digital plan.

Objectives are precise targets. They are statements of measurable results that you hope to achieve. Each objective should have one (or sometimes more than one) project contributing towards it. Use

CASE STUDY:

When developing a City Strategy one organisation presented the key themes that had been expressed during the consultation process. The themes were used to decide on the vision for the City's Digital Strategy. Three visions were presented and the steering team discussed and agreed the one that best portrayed the vision for the city based on the feedback and observations during the consultation process.

the information you have collated from your engagements with the community to define the key objectives for your plan. These objectives should help you achieve your vision.

The Steering Group should have final say on the objectives of your digital plan.

Identify the Projects

Previously you identified potential projects under each key theme. Now it is time to consider each potential project in detail. Give each project a name, description and identify whether it comes under the umbrella of business growth or community enablement (don't worry about budget, feasibility etc. we will look at this later on).

NOTE: It may be useful to do this in a spreadsheet, so you can keep adding to the table.

Table 6: Projects List (includes example entries)

Project Name	Description	Community/Business
<i>e.g. Community Digital Training</i>	<i>Free basic skills digital training held in the library on a monthly or bimonthly basis</i>	<i>Community</i>

Identify Key Challenges

Once potential projects are identified it's time to think about the challenges or risks associated with those projects. For each project write down the key risks – these are the factors that are likely to effect the success of the project.

Then, for each of the risks list some ways that these could be mitigated.

Table 7: Projects List with risk columns added (includes example entries)

Project Name	Risks	Risk Mitigation
<i>e.g. Community Digital Training</i>	<i>(1) Not enough numbers enlist to make it worthwhile</i>	<ul style="list-style-type: none"> <i>Engage with target audience to determine the subjects they would gain the most benefit from</i> <i>Identify the potential roadblocks to people attending – is it childcare, work? Etc. Put a plan in place to remove roadblocks (time of day, training held during kids reading session at library etc.)</i> <i>Promote the training sessions across a number of different platforms (websites, printed flyers, social media, rates newsletters)</i>

At this stage you may consider whether projects can be modified to make them more achievable, or broken down into smaller, more manageable chunks. For example; if you want to increase the access the community has to free Internet from public locations in the town centre, don't make the project about free Internet down the main street without doing your homework and knowing that it is achievable. Your project could instead be to have a free hotspot operating somewhere in the town centre and completing a feasibility review to investigate ways free Internet access could be increased in subsequent years.

Budget is usually a limiting factor for many going through this process so add an "Estimated Budget" column to the above table.

Table 8: Projects List with budget columns added (includes example entries)

Project Name	Budget	Potential Funding Body
e.g. Community Digital Training	\$\$ (primarily trainer cost and facility hire)	Local library – using their facility will keep facility hire costs down Local business – sponsor trainer cost?

Use the following key to estimate the costs for each project.

- \$ = low/no cost
- \$\$ = some cost
- \$\$\$ = substantial budget is required

Where possible identify potential funding bodies within your area. E.g. local council, a national funding body, businesses, school etc. It might not necessarily be about money, but who could donate resources, for example, the local school may let you use their computer room for community training in the evenings.

Select Your Projects

The goal is to identify 2-3 **feasible** projects for Business Growth and 2-3 **feasible** projects for Community Enablement.

Of the projects that have been identified you have now estimated cost and identified risks and potential mitigations (a very real risk might be finding the funding to run the project). You may already have a feel for which projects you think will be the most successful. You might like to add more detail to the projects you are considering, such as identifying more risks and mitigations. Now is the time to do your research, talk to others and gauge buy-in for the projects you are considering.

Give each project a 'Likelihood of success' score – from 1 to 5:

- 1 = Rare
- 2 = Unlikely
- 3 = Possible
- 4 = Likely
- 5 = Almost Certain

Table 9: Projects List with likelihood of success column added (includes example entries)

Project Name	Likelihood of Success	Community/Business
e.g. Community Digital Training	5	Community

Select 2-3 projects for Business Growth and 2-3 projects for Community Enablement. You should only select projects with a likelihood of success score of 4 or 5. It is best to look for 'quick wins' to help you gain momentum, support and secure funding for future projects.

Consider each project. What will success look like? What are the key actions that need to happen for this to occur? How much will this cost? Where will the money come from to pay for this? Set a completion date for each key action and overall project. At this stage you may wish to assign each key action to a person. Make sure your project and its targets are realistic and achievable. Don't set targets that you won't be able to deliver.

The Steering Group should have ultimate approval of the selected projects.

Table 10: Digital Plan Projects (includes abbreviated example entries)

Project Name	Key Actions	Person Responsible	Est. Budget	Potential Funding Stream	Est. Completion Date
<i>e.g. Community Digital Training</i>	<ul style="list-style-type: none"> • <i>Identify first 2 topics</i> • <i>Identify roadblocks</i> • <i>Secure \$\$</i> • <i>Communication plan</i> • <i>etc.</i> 	<i>Jane Smith</i>	<i>\$1,500 for one year</i>	<i>Sponsorship from ABC accountants</i>	<i>June 2016</i>

Analysis Summary

You should now have identified the following:

- The Vision for your digital enablement plan*
- the objectives of your digital enablement plan*
- A LIST OF POTENTIAL PROJECTS (including a description of the project, risks and mitigation for those risks, budget and potential funding body, likelihood of success score)*
- 2-3 projects for business growth & 2-3 projects for community enablement*
- The key actions or milestones required for each project's success (including action owner, estimated cost, target date, potential funding stream)*
- Any projects or actions required to secure funding*

SECTION 5: REVIEW

It is not the purpose of this guide to explain project management. However, we recommend the Steering Group puts in place a continuous review process to measure project outcomes against the plan objectives. It is vital to monitor the projects carefully to ensure the right decisions are made at the right time and roadblocks can be removed.

Because this is a Digital Plan, it's important to recognise that technology is constantly changing - new technologies emerge and current technologies become outdated. This evolution of technology means the needs of the community and businesses may also change. Your projects and key actions should be regularly evaluated to ensure they are still relevant and will provide maximum benefit to the community. The continuous review process should also identify whether any new technology or tools have arisen that may impact the project or its success. The Steering Group may have to modify existing projects and shape new initiatives to include a new technology or adapt as an existing technology or digital service is superseded.

As these are community projects it's important that project progress is available to the community in a way that is easy to access and easy to follow. There are many ways you can communicate project progress, including articles in the media, or an online dashboard. A great way to communicate progress is visually, using a traffic light system. This involves assigning colours to each of the project tasks, for example; grey - not started, orange - scoping, yellow - underway, green - complete). Once a project is complete it is also important to communicate successes.

Review Summary

You should have identified the following:

- The actions required to ensure that continuous review of your projects occur*
- Determined how you will communicate project progress, changes and success to your stakeholders*

DIGITAL PLAN TEMPLATE

It is not the purpose of this guide to dictate which documents you should/should not have when developing your Digital Plan and managing the associated projects.

One document you may find useful for communicating the purpose and the projects of the Digital Plan is an overview document which presents the key elements of the plan on a page (or two).

We have provided this as a template (DIGITAL PLAN TEMPLATE) and the final part of this guide provides information on completing this template.

About the Template

The template has text contained in square brackets e.g. [Your name/area]. Clicking anywhere within the square bracket will highlight the text you need to overwrite, such as the name of your local authority.



Vision & Objectives

As discussed in SECTION 4: ANALYSIS, the vision and objectives are important to communicate how the Digital Plan will help the local communities and businesses. Enter your agreed Digital Plan's vision and key objectives into the Digital Plan template



Projects & Key Actions

In SECTION 5: REVIEW you identified the key actions required for the Steering Group to monitor, review and continuously improve the Digital Plan projects. Enter those projects, key actions, and budget/date estimates into the template (*see example below*).

	Est. Date	Budget
PROJECT LEADERSHIP		
Monitor, Review & Continuously Improvement Programme		\$10,500
Steering Team: Establish a Digital Steering Group to oversee the development and implementation of the Digital Enablement Plan.	Mar 2015	NIL (Volunteers)
Communications: Establish a regular project update process to inform the community on progress against the projects and digital event	May 2015	\$2,500
Continuous Improvement: Review the Digital Enablement Plan and adjust the projects to reflect changes in community needs and technology.	Mar 2016	\$4,000
Crowd fund with local businesses the establishment of a Digital Centre located in the Council offices	Dec 2015	\$4,000
Collaborative Engagement for the delivery of fast broadband		-
Establish a council-led project team to work with the fibre company and local Internet Service Providers to expedite fast-broadband roll out across the region.	Aug 2015	Internal resource
Town planners and Fibre Company to meet quarterly to align Council work programmes and fibre roll out programmes and achieve faster upgrade and implementation of fast broadband	Continuous	Internal resource

In SECTION 4: ANALYSIS you identified 2-3 feasible projects for business growth and the associated actions/milestones required for each projects' success. Enter those projects, key actions, and budget/date estimates into the template. This will provide a summary of each project and it's components for your stakeholders (*see example below*).

	Est. Date	Budget
BUSINESS GROWTH		
Increase Digital Maturity of Local Businesses	Jul 15	\$7,000
Industry specific events and workshops promoted to local businesses	Mar 15	500
Industry focused Digital Journey Events (target 3 events) and workshops organised for specific sectors.	May 15	\$1,500
Digital Enablement Training programme delivered to grow digital use across district	Jun 15	\$3,000
Digital Mentoring programme established to provide follow up sessions organised & conducted for those who need more help	Jul 15	\$2,000
Monthly support meetings for sharing knowledge, lessons learned, established	Jul 15	Nil
Digital Literacy Programme	[MMM YY]	\$11,000
Digital Day planned to showcase digital technology and provide an update on how businesses can go online	Jun 2015	\$8,000
Establish a regular column on digital technology to inform the businesses on digital success stories and what technology can be used to help a businesses.	Monthly	\$3,000

In SECTION 4: ANALYSIS you identified 2-3 feasible projects for community enablement and the associated actions/milestones required for each projects' success. Enter those projects, key actions,

and budget/date estimates into the template. This will provide a summary of each project and it's components for your stakeholders (*see example below*).

	Est. Date	Budget
COMMUNITY ENABLEMENT		
Increase Access to the Internet	Nov 2015	\$2,300
Provide a free hotspot at the tourism office	Aug 2015	\$1,500
Conduct feasibility review for wider expansion of access to free Internet from public locations	Oct 2015	\$800
Identify next area for free Internet and obtain funding	Nov 2015	Nil
Encourage youth to learn technology skills	Jun 2015	\$6,000
Establish 'Code Club' at least two of the local schools	Jun 2015	\$2,500
Train 2 teachers to provide the service	Jun 2015	\$2,500
Engage with local ICT businesses to work with school leavers on digital careers	May 2015	\$1,000
Grow Digital Skills in Elderly	May 2016	\$9,000
Complete digital assessments to id digital skills and opportunities	Jan 2016	\$2,500
Work with local school to demonstrate, provide guidance and set up feasibility project to provide advice to community	Mar 2016	\$6,000
Set up programme for advice to members of community	May 2016	\$500

Your Digital Plan is complete. It is envisaged that it will fit on 1 to 2 pages, is easy to understand and will be used to communicate the Digital Plan to your communities, businesses and central Government.

ABOUT THE DIGITAL OFFICE

The Digital Office is a not-for-profit organisation that provides independent advice and guidance to help businesses, organisations and communities understand and maximise their use of the Internet.

The case studies mentioned in this document were undertaken by the Digital Office.



Registrations of Interest – Supply

Seeking comment on:

- Ultra-Fast Broadband 2
- Rural Broadband Initiative 2
- Mobile Black Spot Fund

ROI released: 12 March 2015

Deadline for Questions: 29 May 2015

Deadline for Registrations and comments: 12pm 3 July 2015

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Introduction and overview

1. The Government intends to implement three programmes to further upgrade and extend broadband services and the coverage of mobile networks in New Zealand. The three programmes are:
 - Ultra-Fast Broadband 2 (**UFB 2**), which aims to roll out the fibre network from the existing UFB 1 target of 75 percent of New Zealanders to at least 80 percent;
 - Rural Broadband Initiative 2 (**RBI 2**), which aims to provide upgraded broadband services in rural areas; and
 - Mobile Black Spots Fund (**MBSF**), which aims to increase mobile services to tourist areas and priority areas on State Highways.
2. In order to scope and deploy these Programmes, the Government intends to undertake a prioritisation process to evaluate and appoint supplier(s) of infrastructure services and to identify the eligible towns and areas.
3. The purpose of this *Registration of Interest – Supply (ROI – Supply)* is to provide information to potential suppliers about the Programmes and to gauge their capability and interest in participating in a future tender for services.
4. This ROI also invites comment on the design and specification aspects of the Programmes outlined in this document from all interested parties, including but not limited to potential infrastructure suppliers, retail service providers and local authorities.

Overview

5. An overview of the proposed approach to determine the most effective means by which the programmes can be implemented is:
 - A *Registration of Interest – Supply (ROI – Supply)* to establish suppliers that are capable and interested in participating in a tender process for the deployment of some or all of UFB 2, RBI 2 and MBSF (the Programmes), and to invite comment on the design and specifications of the Programmes from any interested parties
 - A separate *Registration of Interest – Support (ROI – Support)* to establish the level of interest from local authorities and their commitments to assist in the deployment of the Programmes and reduce supply and demand side challenges to deployment
 - A Request for Proposals (**RFP**) to evaluate and select the towns and suppliers to implement the Programmes.

6. Please note we are soliciting comments on the technical and commercial design and specifications of the Programmes from interested parties, including retail service providers (RSPs) and users, in this *ROI – Supply* process. The feedback provided from all sources will inform aspects of the Programmes and assist with the development of technical and other specifications in the intended RFP documentation.

Other information

Crown Fibre Holdings

7. The Crown-owned company Crown Fibre Holdings (**CFH**) was established to manage the tender, contracts and implementation of deployment in the original UFB programme. In terms of CFH involvement in this Programme the Government is cognisant of the potential for perceived conflicts of interest inherent in CFH's role as a Crown contracting purchaser and its relationships with existing partners and local fibre companies under the UFB initiative. The Government has therefore ensured appropriate protocols are in place to manage any perceived or actual conflicts in the management of the Programmes.

Related documents

8. For all three Programmes, the Government will seek contributions and assistance from local authorities in the form of ways to facilitate deployment and promote uptake.
9. Local authorities interested in participating in the programmes will be invited to submit information and commitments in the form of the *ROI – Support*. The *ROI – Support* will seek:
 - Information about each town or area proposed for the specific programme that potential suppliers need to know in order to formulate and submit bids
 - Binding commitments outlining steps the local authority is prepared to take to support deployment, which could include:
 - lower regulatory costs (e.g. allowing aerial deployment, providing for efficient consenting processes)
 - uptake (e.g promotion, pre-committed or guaranteed minimum demand)
 - potential co-investment options (for example, providing low cost funding to the infrastructure supplier)
 - Information about the plans local authorities are implementing or will implement to achieve anticipated social and economic objectives of broadband or mobile investment.
10. Information provided in response to the *ROI – Support* will be made available to potential infrastructure suppliers for the preparation of bids in response to the RFP process.

Programme Funding

11. **UFB 2:** The Government has earmarked between \$152 million and \$210 million from the Future Investment Fund¹ for this purpose.
12. **RBI 2:** \$100 million from the Telecommunications Development Levy² will be made available to fund this initiative.
13. **Mobile Black Spots Fund:** \$50 million from the Telecommunications Development Levy³ will be made available to fund this initiative.

Why should you respond?

14. This is an opportunity to be part of a major New Zealand initiative to enhance and build world class connectivity infrastructure. In registering your interest and providing comment you will have the opportunity to input into the design and specifications of these important Programmes.

¹ <http://www.treasury.govt.nz/publications/informationreleases/budget/2012/pdfs/b12-2318709.pdf>

² Subject to amendment to the Telecommunications Act 2001.

³ Subject to amendment to the Telecommunications Act 2001.

SECTION 1: Key information



1.1 Context

- a. This is an invitation to suppliers to submit a Registration of Interest for the provision of infrastructure services for one or more of these Programmes, and to interested parties to comment on the design specifications and selection criteria for the Ultra-Fast Broadband 2, Rural Broadband Initiative 2 and/or Mobile Black Spot Fund.
- b. This ROI will inform a multi-step procurement process by providing input into the design specifications of the Programmes.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' Definitions are at the end of [Section 4](#).



1.2 Our timeline

- a. Here is our indicative timeline for this ROI.

Step in ROI process:	Date:
Deadline for Questions:	29 May 2015
Deadline for MBIE to answer Questions:	12 June 2015
Deadline for Registrations	12pm 3 July 2015

- b. All dates and times are dates and times in New Zealand.



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. **Our Point of Contact**

Name: Teri Moon

Title/role: Senior Sourcing Specialist, Ministry of Business, Innovation and Employment

Email address: Teri.Moon@mbie.govt.nz



1.4 Developing and submitting your Registration

- a. This is an open tender process. The ROI sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the ROI. In particular:
 - i. develop an understanding of our objectives and Requirements detailed in [Section 2](#).
- c. For helpful hints on tendering and access to a supplier resource centre go to: www.procurement.govt.nz/for-suppliers.
- d. In submitting your Registration you must use the ROI – Supply Response Form.
- e. You must also complete and sign the declaration at the end of the ROI – Supply Response Form.
- f. Check you have provided all information you wish to provide, and in the

format and order asked for.

- g. Having done the work don't be late – please ensure you get your Registration to us before the Deadline for Registration!
-



1.5 Address for submitting your Registration

- a. Registrations must be submitted by email/electronically to the following address:

Teri.Moon@mbie.govt.nz

- b. Registrations sent by post or fax, or hard copy delivered to our office, will not be accepted.
-



1.6 Our ROI Process, Terms and Conditions

- a. The ROI is subject to the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) described in Section 4.
- b. We have made the following variations to the ROI-Terms:
- i. Referencing paragraph (7) Evaluation and shortlisting, please note this ROI will not include a shortlisting process. All ROIs submitted will be evaluated and all Respondents to this process will have an opportunity to participate in any further tender process the Buyer undertakes in relation to the Programmes described in this ROI.
 - ii. Referencing paragraph (8) Respondent's Debrief, please note the Buyer does not intend to provide debriefs in this ROI process. Any Respondent may however request feedback or raise concerns in relation to any aspect of this process to the Contact Person.
 - iii. Referencing paragraph (15a) Confidentiality of ROI information, please note there will be no process of announcing Successful Respondents as part of this ROI process.
-



1.7 Later changes to the ROI or ROI process

- a. If, after publishing the ROIs, we need to change anything about the ROIs, or ROI process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on both the Government Electronic Tenders Service (GETS) at www.gets.govt.nz and the MBIE website at <http://www.med.govt.nz/sectors-industries/technology-communication/fast-broadband/new-initiatives>.
- b. If you downloaded the ROI from GETS you will automatically be sent notifications of any changes through GETS by email.
-

SECTION 2: General information (‘our Requirements’)

Ultra-Fast Broadband

Objective

1. The objective of Ultra-Fast Broadband 2 (UFB 2) is to extend the UFB network from 75 percent to at least 80 percent of households, businesses and other premises in New Zealand.

Process

2. The Government intends to run a multi-step process for UFB 2. The first step in this process is to solicit input into the design specifications of the Programme; a parallel *ROI – Support* document will help determine the geographic scope. Following this, an RFP will be issued which will include the implementation requirements for the selection of suppliers of UFB 2 infrastructure.

Technical and other specifications

3. The technical and other specifications for UFB 2 are likely to remain largely the same as for the initial UFB programme. The following characteristics are likely to be maintained:
 - a. Open access
 - b. Non-discrimination
 - c. Wholesale only
 - d. Requirements to provide for unbundling
 - e. Fibre-to-the-premises (FTTP) technology capable of supporting a minimum of 100 megabits per second (Mbps) and capable of being upgraded to 1 gigabit per second (Gbps).
4. Some differences from the original UFB may be considered, particularly in the following areas:
 - The use of newly developed G.fast technology (only where the owner elects to do so) (see http://www.itu.int/net/pressoffice/press_releases/2014/70.aspx#VNqH4C6m2IA), which is a means for delivering fibre service speeds over the last few meters of the copper network (using the lead-in from the property boundary into the premise or existing copper wiring in a multi-dwelling unit)
 - A simplified form of customer premise network termination device
 - Other technology or service options that may be proposed in response to this ROI.

The Government invites comment on the above and any other issues related to the design specifications and selection criteria of UFB 2 in the *ROI – Supply Response Form*.

Rural Broadband Initiative 2

Objective

1. The objective of RBI 2 is to facilitate the provision and uptake of broadband services in areas outside the UFB footprint with a particular focus on areas which do not have access to adequate broadband services⁴.

Background

2. This initiative builds on the Rural Broadband Initiative (RBI 1). By the end of the first phase of the programme at the end of 2016, RBI 1 will have ensured that 90 percent of households and businesses outside of UFB areas have access to broadband capable of minimum peak speeds of 5 Mbps, using a combination of fixed line and fixed wireless technologies. In addition, state and state-integrated schools, public hospitals and public libraries outside of UFB areas will receive access to fibre capable of peak speeds of at least 100 Mbps. A further 57 remote rural schools are to receive point-to-point wireless access capable of peak speeds of at least 10 Mbps.
3. The availability of satisfactory broadband outside of the completed UFB footprint⁵ is variable. MBIE estimates that, once RBI 1 is complete:
 - about 36 percent of premises outside the UFB 1 footprint will have access to VDSL with speeds of about 30 Mbps;
 - a further 35 percent will have access to ADSL with speeds better than 5 Mbps, making a total of about 71 percent of non-UFB fixed broadband lines capable of 5 Mbps or better;
 - about 85 percent of occupied Zone 4 premises will have access to RBI wireless broadband with speeds exceeding 5 Mbps;
 - about 1 percent of premises will not have access to any broadband service except by satellite; and
 - an estimated 1 to 3 percent will have access to poor broadband service (defined as less than 5 Mbps).
4. Areas of no or poor service are currently scattered throughout rural and remote areas.
5. Improved broadband services in rural and remote areas can be provided by various technologies, including:
 - Upgrading existing copper-based services to provide for more and better DSL services (such as VDSL), including through:
 - Improving backhaul to cabinets using fibre or high capacity wireless
 - Adding DSL ports to cabinets where space is available
 - Installing new or replacement cabinets
 - 4G technologies, to provide both mobile and fixed services

⁴ For the purposes of the UFB 2, RBI 2 and MBSF Programmes, a service will be considered broadband where the peak download speed is at least 5Mbps.

⁵ Areas outside UFB include parts of Zones 1, 2 and 3 and all of Zone 4. Zones 1 relates to urban and high density suburban areas; Zone 2 to regional urban areas; Zone 3 to lower population density regional areas; and Zone 4 to anywhere outside of the 50kph speed zone areas.

- Other fixed wireless options.
6. The Government is technology neutral on how best to facilitate the upgrade of services in rural and remote areas. However, an important consideration will be technology capable of efficiently interfacing with the business processes of retail service providers.

Priority coverage areas for the Government

7. At a broad level, priority is likely to be determined by:
- Areas and communities where broadband services are unavailable (defined as less than 5 Mbps)⁶
 - Areas and communities with large numbers of customers waiting for service
 - Areas and communities which undertake to reduce the costs and risks of deployment (for example through the provision of land for tower sites) and foster demand (for example, through making uptake commitments).

Technical and other specifications

8. RBI 1 is delivering access to a standard of 5Mbps minimum peak speeds to rural households and businesses. The Government invites comment on the effectiveness of this standard and registrations of interest as to how this could be improved upon with advances in technology to meet current levels of minimum expected performance.

Co-location

9. Under RBI 1, wireless and cellular towers are required to provide for co-location of a minimum of six service providers, comprising three mobile operators and three wireless operators. This requirement enables the competitive provision of services but it also adds significantly to the cost of towers, power and backhaul, and may not be economically scalable to smaller or more remote rural areas.
10. The Government is open to considering modified co-location requirements or alternatives to co-location that reduce the total investment required, such as roaming, RAN sharing and RNC sharing. The Government invites proposals and comments on this issue. However, where cellular sites are proposed, the Government will want to ensure, at minimum, that 3G and 4G handsets of all New Zealand mobile operators and their international roaming partners are able to access the service.

Other opportunities for technological innovation

11. Rural technologies have advanced significantly since the first RBI tender process. The Government is interested in views on any new wireless and cabinet architectures and the wholesale/retail structures or business models that could be used to achieve the programme objectives.

⁶ For the purposes of the UFB 2, RBI 2 and MBSF Programmes, a service will be considered broadband where the peak download speed is at least 5Mbps.

The Government invites comment on the above and any other issues related to the design specifications and selection criteria of RBI 2 in the *ROI – Supply* Response Form.

Mobile Black Spot Fund

Objective

1. The Government aims to facilitate the extension of mobile network coverage in New Zealand by assisting with the cost of mobile towers with a particular focus on:
 - important tourist locations without consistent mobile coverage; and
 - State Highways, particularly where there are likely to be public safety benefits from improved coverage.

Selection of locations for assistance from the Mobile Black Spot Fund

Step One

2. Local authorities interested in participating in the Mobile Black Spot Funding programme will be invited to nominate areas for mobile coverage in the *ROI – Support* document:
 - which meet the following criteria:
 - Important and growing tourist locations which do not currently have reliable 3G or 4G mobile coverage
 - Locations on State Highways which do not currently have mobile coverage and where there are likely to be substantial public safety benefits from the provision of coverage; *and*
 - where the local authority and/or the local community will commit to providing assistance towards costs, for example, provision of land for mobile towers.

Step Two

3. Mobile operators which have expressed interest in bidding for funding from the programme will be invited to provide comment on the relative merits of nominated locations (under Step One) from an operational perspective. This will include information on the matters covered under Technical and Other Specifications (see below).

Step Three

4. The Government will select a 'long list' of priority locations for new mobile towers eligible to be assisted by the Mobile Black Spot Fund, taking into account:
 - a. the value of commitments by local authorities and communities to provide assistance towards the cost of new mobile infrastructure under Step One
 - b. expected economic and public safety benefits (taking into account information provided by local authorities under Step One)
 - c. information on operational matters provided by mobile operators under Step Two.

Step Four

5. Tender for the provision of mobile infrastructure in as many of the 'long list' of sites selected for assistance from the Mobile Black Spot Fund as the funding allows.

Technical and other specifications*Technology*

6. The Government is open to proposals to provide either 3G or 3G/4G services.

Co-location requirements

7. Under RBI 1, wireless and cellular towers are required to provide for co-location of a minimum of six service providers, comprising three mobile operators and three wireless operators. This requirement enables the competitive provision of services but it also adds significantly to the cost of towers, power and backhaul, and may not be economically scalable to smaller or more remote rural areas.
8. The Government is open to considering modified co-location requirements or alternatives to co-location that reduce the total investment required, such as roaming, RAN sharing and RNC sharing. The Government invites proposals and comments on this issue. However, where cellular sites are proposed, the Government will want to ensure, at minimum, that 3G and 4G handsets of all New Zealand mobile operators and their international roaming partners are able to access service on towers funded under the Mobile Black Spot Fund.

Other matters

9. Any mobile towers built using assistance from the Mobile Black Spot Fund will not be counted towards the following:
 - a. the obligations of holders of rights to use 700 MHz spectrum to build new towers
 - b. the obligations of Vodafone to construct towers under RBI 1
 - c. any new mobile towers funded under RBI 2.
10. The Government invites comment on the above and any other matters related to the design specifications and selection criteria of MBSF in the *ROI – Supply* Response Form.

Indicative timeframe for all Programmes

The Government's indicative timeframes are provided below. These timeframes are subject to change, depending in part on consideration of responses to this ROI.

Responses to ROI – Supply due from potential suppliers and stakeholders	3 July 2015
Responses to ROI – Support due from local authorities	3 July 2015
ROI – Support information made available to potential suppliers of infrastructure	Mid-August 2015
RFP released to potential suppliers of infrastructure	Mid-August 2015
Evaluation of RFP responses and selection of towns and suppliers	Mid-October 2015 – Mid-November 2015
Contract negotiations begin	Mid-December 2015

SECTION 3: Evaluation Approach for all Programmes

This section sets out the evaluation process for all Programmes once bids have been received in response to the RFP process. The evaluation criteria do not apply at this stage of the ROI process.

UFB 2: How areas and suppliers will be selected

1. The following indicative criteria will be used in the evaluation and selection of towns and suppliers following the RFP process. Please note that these criteria may be subject to change and will be finalised prior to the release of an RFP.
 - Coverage achieved by set date
 - Cost to the Government per premise passed
 - Compliance with network requirements
 - Other factors, including matters relating to economic growth potential.

RBI 2: How areas and suppliers will be selected

2. The following indicative criteria will be used in the evaluation and selection of towns and suppliers following the RFP process. Please note that these criteria may be subject to change and will be finalised prior to the release of an RFP.
 - Coverage achieved by set date
 - Cost to the Government per premise covered by technological solution
 - Compliance with network requirements
 - Other factors, including matters relating to where unfulfilled demand for broadband is greatest and where this demand exists in areas with no broadband⁷ infrastructure.

MBSF: How areas and suppliers will be selected

3. The following indicative criteria will be used in the evaluation and selection of towns and suppliers following the RFP process. Please note that these criteria may be subject to change and will be finalised prior to the release of an RFP.
 - Coverage achieved by set date
 - Compliance with network requirements
 - Other factors, including matters relating to where mobile coverage is lacking on State Highways and important tourist areas and where extended coverage would achieve social and economic benefits.

⁷ For the purposes of the UFB 2, RBI 2 and MBSF Programmes, a service will be considered broadband where the peak download speed is at least 5Mbps.

Evaluation Panel

4. Crown Fibre Holdings (CFH) and the Ministry of Business, Innovation and Employment (MBIE) will evaluate bids by towns and suppliers in consultation with the Minister for Communications. Ministers will make final decisions on the selection of towns, areas and suppliers.
5. The Government invites comment on the above selection criteria for each of the Programmes in the *ROI – Supply* Response Form.

Service Specific Terms - Glossary	
3G	Third generation mobile technology
4G	Fourth generation mobile technology (also known as Long Term Evolution technology)
ADSL	Asymmetric digital subscriber line technology (see DSL). This is the common technology for providing broadband services over copper telephone lines
Backhaul fibre	Fibre optic cable systems which provide connectivity from local networks (close to end customers) to network points where services can be delivered by a retail service provider
Cabinet	Outdoor access point which enables access to telecommunications wiring
CFH	Crown Fibre Holdings, the Crown-owned company established to manage the tender, contracts and implementation of the UFB programme
DSL	Digital subscriber line – technology which allows high-speed transmission of data over standard telephone lines
Fibre-to-the-home / Fibre-to-the-premises	Generic terms for any broadband network architecture which deploys optical fibre all the way to end-user premises
MBIE	Ministry of Business, Innovation and Employment
Mbps	Megabits per second
Peak speed	Maximum practical upload or download speeds available on a particular connection
Point of interconnection (POI)	A point of interconnection between two or more networks where services can be transferred between operators or delivered to an access network supporting end users
Premise	Represents a single building structure (i.e. house, apartment block, school, business complex)
RAN	Radio Access Network
RBI	Rural Broadband Initiative
RBI 2	Rural Broadband Initiative 2 – an extension to RBI
RNC	Radio Network Controller
Telecommunications Development Levy (TDL)	A levy (established under the Telecommunications Act 2001) imposed on telecommunications suppliers to contribute to the cost of infrastructure development
UFB	Ultra-Fast Broadband
UFB 2	Ultra-Fast Broadband 2 – an extension to UFB

SECTION 4: ROI Process, Terms and Conditions

Note to suppliers and Respondents

- a) In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- b) This section contains the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) which apply to this procurement. Any variation to the ROI-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this ROI.
- c) Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' [Definitions](#) are at the end of this section.
- d) If you have any questions about the ROI-Terms please get in touch with our [Point of Contact](#).

Standard ROI process



Preparing and submitting a Registration

1. Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the ROI.
- b. By submitting a Registration the Respondent accepts that it is bound by the ROI Process, Terms and Conditions (ROI-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the ROI and any documents referenced in the ROI and any other information provided by the Buyer
 - ii. if appropriate, obtain independent advice before submitting a Registration
 - iii. satisfy itself as to the correctness and sufficiency of its Registration.
- d. There is no expectation or obligation for Respondents to submit Registrations in response to the ROI solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Registration.



2. Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI document/s Respondents

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should seek clarification before the Deadline for Questions.

- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.



3. Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by the Buyer at the correct address on or before the Deadline for Registrations. The Buyer will acknowledge receipt of each Registration.
- b. The Buyer intends to rely on the Respondent's Registration and all information provided by the Respondent (e.g. in correspondence). In submitting a Registration and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain intellectual property that will breach a third party's rights.
- c. Where the Buyer requires the Registration to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.

Assessing Registrations



4. Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Registration, or any aspect of any Registration.

5. Third party information

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



6. Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration.

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The Buyer is not required to request the same clarification or information from each Respondent.

- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Registration and may eliminate the Registration from the process.



7. Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the Evaluation Approach set out in the ROI. The Buyer may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.
- b. In deciding which Respondent/s to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from due diligence
 - ii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iii. any relevant information that the Buyer may have in its possession.
- c. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Registration, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the ROI process the Buyer will not make public the names of the shortlisted Respondents.



8. Respondent's debrief

- a. At any time after shortlisting Respondents, the Buyer will offer Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days from the date of offer to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Registration was or was not successful
 - ii. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Registration's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the ROI process.



9. Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the ROI, or the ROI process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. The Buyer and Respondent each agree to act in good faith and use its best



endeavours to resolve any issue or complaint that may arise in relation to the ROI.

- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the ROI process or future contract opportunities.



Standard ROI conditions

10. Buyer's Point of Contact

- a. All enquiries regarding the ROI must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the ROI.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the ROI. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the ROI.

11. Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form, and must immediately inform the Buyer should a Conflict of Interest arise during the ROI process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the ROI process.

12. Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the ROI.
- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10.a and d. and 4.12.a. may be disqualified from participating further in the ROI.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ROI process to ensure probity of the ROI process.

13. Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with the Buyer. Such behaviour will result in the Respondent from being disqualified from participating further in the ROI process. The Respondent warrants that its Registration has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Registration.

14. Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any

person who is directly involved in the ROI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the ROI.

- c. Respondents acknowledge that the Buyer's obligations under paragraph 4.14.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.



15. Confidentiality of ROI information

- a. For the duration of the ROI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the ROI strictly confidential and not make any public statement to any third party in relation to any aspect of the ROI, the ROI process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose information relating to the ROI to any person described in paragraph 4.14.b. but only for the purpose of participating in the ROI. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the ROI.

16. Costs of participating in the ROI process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Registration and any negotiations.

17. Ownership of documents

- a. The ROI and its contents remain the property of the Buyer. All Intellectual Property rights in the ROI remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all ROI documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Registration will, when delivered to the Buyer, become the property of the Buyer. Registrations will not be returned to Respondents at the end of the ROI process.
- c. Ownership of Intellectual Property rights in the Registration remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the ROI process.

18. No binding legal relations

- a. Neither the ROI, nor the ROI process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Registration
 - ii. the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with the Buyer
 - iii. the Evaluation Approach to be used by the Buyer to assess Registrations as set out in Section 3, and in the ROI-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - iv. the standard ROI conditions set out in paragraphs 4.10 to 4.23

- v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 4.18.a. is subject only to the Buyer's reserved rights in paragraph 4.20.
- c. Except for the legal obligations set out in paragraph 4.18.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.



19. Elimination

- a. The Buyer may exclude a Respondent from participating in the ROI process if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the ROI:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI process
 - ii. the Registration contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

20. Buyer's additional rights

- a. Despite any other provision in the ROI the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the ROI, or any part of the ROI
 - ii. make any material change to the ROI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the ROI the Buyer may:
 - i. accept a late Registration if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Registration if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration
 - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
 - iv. accept or reject any Registration, or part of a Registration
 - v. accept or reject any non-compliant, non-conforming or alternative Registration
 - vi. decide not to enter into a Contract with any Respondent

- vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the ROI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - x. waive irregularities or requirements in the ROI process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent agrees to the Buyer:
- i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



21. New Zealand law

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

22. Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the ROI process.
- b. Nothing contained or implied in the ROI, or ROI process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer is \$1.

23. Precedence

- a. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:
- i. Section 1, paragraph 1.6
 - ii. Section 4 (ROI-Terms)
 - iii. all other Sections of this ROI document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the ROI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ROI.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the call for Registrations of interest through a ROI with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ROI or in general.
Confidential Information	Information that: <ul style="list-style-type: none"> • is by its nature confidential • is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' • is provided by the Buyer, a Respondent, or a third party in confidence • the Buyer or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.
Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the ROI or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: <ul style="list-style-type: none"> i. actual: where the conflict currently exists i. potential: where the conflict is about to happen or could happen, or i. perceived: where other people may reasonably think that a person is compromised.
Contract	The written contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Deadline for Registration	The deadline that Registrations are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Registrations as described in Section 3, the ROI-Terms (as varied by Section 1, paragraph 1, if applicable.).
GETS	Government Electronic Tenders Service www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Registration.
Registration	The response a Respondent submits in reply to the Buyer's ROI. It comprises the Response Form, the Respondent's registration and all other information submitted by a Respondent.
ROI	Means the Buyer's call for Registrations of Interest.
Registration of Interest	The Buyer's call for Registrations of Interest comprises the Advance Notice (where used), this ROI document (including the ROI-Terms) and any other schedule, appendix or document attached to ROI, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
ROI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
ROI Process, Terms and Conditions (shortened to ROI-Terms)	The government's standard terms and conditions that apply to ROIs as described in Section 4. These may be varied at the time of the release of the ROI by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ROI by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.'
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.