



Request for Proposals



He kākano ahau i ruia mai i Rangiātea. Ahakoa iti taku iti, ka tūria e ahau ngā iwi o te ao

I am a seed, sown in Rangiātea. Although I am small, I will lead my people to the heights of greatness

By: The Ministry of Education

For: Te Ahu o te Reo Māori National Delivery

Ref: MOE09528

RFP released: 19/10/2020

Deadline for Questions: noon 9/11/2020

Deadline for Proposals: noon 30/11/2020

Contents

This opportunity in a nutshell	3
SECTION 1: Key information	4
SECTION 2: Our Requirements	6
SECTION 3: Our Evaluation Approach	9
SECTION 4: Pricing information	14
SECTION 5: Our Proposed Contract	15
SECTION 6: RFP Process. Terms and Conditions	16

This opportunity in a nutshell

What we need



This Request for Proposal (RFP) seeks proposals from qualified providers who wish to deliver Te Ahu o te Reo Māori services. Te Ahu o te Reo Māori are services that will encourage and strengthen the education workforce to use te reo Māori correctly every day.

As a treaty partner, the Government has an obligation to protect and promote te reo Māori as a taonga guaranteed under the Treaty of Waitangi.

The education system is a significant lever in both normalising and growing proficiency in the Māori language, and for ensuring Māori students can succeed in education as Māori. Achieving systemic change across the education system that directly supports the growth of te reo Māori and mātauranga Māori is essential. Aotearoa New Zealand must have an education system that is bilingual and bicultural, where every student has the ability to use te reo Māori to some degree and has an appreciation for te ao Māori.

Objectives

Te Ahu o te Reo Māori has five strategic objectives to achieve by 2025:

- To grow and strengthen an education workforce that can integrate te reo Māori into the learning of all ākonga and students in Aotearoa New Zealand, by 2025
- Develop teacher competency, accelerate language acquisition and inspire a passion to teach using te reo Māori and thus normalise the correct use of te reo Māori every day
- Lifting the capability of our education workforce (from early learning through to secondary school) to use te reo Māori correctly
- Every child in early learning, and all levels of schooling has te reo Māori integrated into their learning
- To achieve systemic change across the education system so it directly supports the growth of te reo Māori and mātauranga Māori and is increasingly bilingual and bicultural.

Outcomes

The desired outcomes are:

- Te Ahu o te Reo Māori seeks to build the capability of teachers and key support staff in early learning, kōhanga reo, puna reo, primary and intermediate, kura Māori, secondary schools and wharekura so they are more confident in using te reo Māori correctly daily and therefore incorporating te reo Māori into teaching practices and programmes.
- Te Ahu o te Reo Māori will assist both new speakers of te reo Māori, those who are seeking
 to develop their fluency skills and experience alongside those who are competent users of te
 reo Māori but wish to expand their knowledge further.

SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Te Ahu o te Reo Māori contract opportunity.
- b. This RFP is a single-stage 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 Proposal in response to the RFP. 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 Proposal. Definitions are at the end of Section 6.



1.2 Our timeline

a. Here is our timeline for this RFP.

Steps in RFP process:Date:RFP issued:19/10/2020Deadline for Questions from suppliers:(noon)09/11/2020Deadline for the Buyer to answer suppliers' questions:10/11/2020Deadline for Proposals:(noon)30/11/2020Suppliers notified of outcome:from13/01/2021Anticipated Contract start date:01/02/2021

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



1.3 How to contact us

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

Name: Christopher Henckel

Title/role: Senior Procurement Specialist

Email address: Moe.Procurement@education.govt.nz



1.4 Developing and submitting your Proposal

- a. This is an open, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFP. In particular:
 - i. develop a strong understanding of our Requirements detailed in Section 2.

- ii. in structuring your Proposal consider how it will be evaluated. <u>Section 3</u> 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. Respondent questions and the Ministry's answers will be posted on https://www.kauwhatareo.govt.nz/mi/resource/te-ahu-o-te-reo-maori-2/te-ahu-o-te-reo-maori-request-for-proposals/ and not via email.
- e. In submitting your Proposal you must use the Response Forms provided. These are Microsoft Word documents.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template for your pricing information.
- h. Check you have provided all information requested, and in the format and order asked for.
- i. Having done the work don't be late please ensure you get your Proposal to us before the Deadline for Proposals!



1.5 Address for submitting your Proposal

- a. Proposals must be submitted by email/electronically to the following address: Moe.Procurement@education.govt.nz (attn: Christopher Henckel)
- b. Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.
- a. Proposals sent by fax or email will not be accepted.



1.6 Our RFP Process, Terms and Conditions

- a. Offer Validity Period: In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for four calendar months from the Deadline for Proposals.
- b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in <u>Section 6</u>. We have not made any variation to the RFP-Terms.



1.7 Later changes to the RFP or RFP process

a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on https://www.kauwhatareo.govt.nz/mi/resource/te-ahu-o-te-reo-maori-2/te-ahu-o-te-reo-maori-request-for-proposals/

SECTION 2: Our Requirements

2.1 Services



Te Ahu o te Reo Māori services will encourage and strengthen the education workforce to use te reo Māori correctly every day. Outcomes will be achieved by participants completing learning outcomes specified by Ngā Taumata o Te Ahu o te Reo Māori. These include seven taumata/levels for participants with abilities ranging from beginner to those proficient in Māori medium settings. Each taumata/level focusses on the following focus areas:

- *Mita / Reo ā-lwi (Local Dialect)* from proper pronunciation to use of local language and oral references.
- Whakamahi (Use) from simple greetings and acknowledgements to the running of class activities in immersion.
- Tikanga o te reo (Grammar) from simple orthographic features to guiding correct grammar usage.
- Marautanga (Curriculum) from use of resources to teaching multiple advanced curriculum areas in immersion.
- Whakarauora (Revitalisation) from understanding the status of te reo Māori to managing strategic plans contributing to te reo Māori revitalisation.

2.2 Attributes of the solution

The providers will plan and implement a regional Te Ahu o te Reo Māori programme consisting of two phases: an initial 12-14 week in-depth learning phase consisting of at least 120 hours; and a further post-delivery period for 8 weeks consisting of approximately 50 hours.

Providers will develop a unique, contextualised implementation kaupapa focussing on the delivery methods to achieve the learning outcomes of Ngā Taumata o Te Ahu o te Reo Māori. Proposals should:

- Demonstrate how participants can apply what they have learnt in their own teaching and learning environments
- Accommodate the varied needs of early learning, including k\u00f6hanga reo and puna reo, ECE centres, kura kaupapa M\u00e4ori, kura \u00e4-iwi, wharekura and M\u00e4ori medium settings, primary and intermediate, secondary, and composite schools
- Reflect the iwi and rohe where delivery is taking place and include reo ā-iwi (local dialect), tikanga ā-iwi (tribal customs) and korero tuku iho (histories).

Successful proposers will be given up to three months to develop their implementation plans for sign off prior to beginning their programmes.

Negotiations with successful providers may include:

- confirming their participant numbers each financial year
- confirming their delivery reach with the specified region.

12-14 week in-depth kaupapa:

Proposals will outline how implementation will include a program of at least 120 hours (directed and self-directed); The learning may be delivered in a variety of ways including, but not exclusive to, a combination of weekly classes, on-line lessons and noho. Specific reference should be made to:

- Tikanga Māori guiding principles that will be used by provider to facilitate learning
- How learning will be scheduled across the 12-14 week period including expectations for participant directed and self-directed learning hours
- Specific delivery methodologies i.e. kura pō, wānanga, noho marae
- Ngā Taumata o Te Ahu o te Reo Māori including a broad outline of how each taumata/level will be achieved
- The types of activities that will be used and resources that will be used or developed.

The delivery of Te Ahu o te Reo Māori must include an on-line component of learning. Providers will outline what this will include and how this will supplement the other delivery modes they will use. This content is expected to be provided through an online platform being developed by the Ministry. All successful providers will be expected to use this platform to implement their online component. The Ministry will work with all providers to ensure security and privacy standards are maintained and key functionalities they require are made available through this platform.



Phase 2 Consolidation and Enhancement period:

A post-delivery maintenance period will be implemented by providers alongside graduates to embed the practises learnt during the initial in depth phase. This will be approximately 50 hours over a period of 8 weeks. Proposals may include, but are not limited to:

- The provision of ongoing advice, resources and activities either online or face to face
- Online learning elements
- In class observation of graduates
- Refresher courses
- Assistance with structured language planning.

2.3 Attributes of Supplier capacity

Each proposal will be considered on its ability to demonstrate that it has:

- Mātanga reo Māori (Māori language experts), who will be teaching the proposed programme, with endorsed evidence of highest te reo Māori qualification details included. The proposals will include the names of all those who will be involved in the delivery of this kaupapa and the roles they will have.
- 2. Capability, amongst those who will deliver the kaupapa, to cater for all 7 levels of Ngā Taumata o Te Ahu o te Reo Māori. Providers will be asked to indicate, in their proposal, how they intend on delivering to each level over the length of time the kaupapa will be implemented.
- 3. A track record in te reo Māori delivery to adults.
- 4. Knowledge and previous experience of online distance learning alongside on-line teaching and learning capability.

- 5. Providers have had previous experience in managing language learning programmes and has an ability to put the necessary systems and processes in place for effective delivery and management of the kaupapa.
- 6. An active engagement with local iwi whose regions they intend on focusing their provision on. The proposal will also outline how these iwi will be involved in the on-going management and/or governance of the kaupapa while it is being implemented within their regions. This may include, but is not limited to, inviting iwi to participate in the governance, management and delivery of programmes.

2.4 Contract term

We anticipate that the Contract will commence 1 February 2021. The anticipated Contract term and options to extend are:

Description	Years
Initial term of the Contract	Three years (from 1 February 2021 to 31 December 2023)
Options to extend the Contract	One additional term of one year (1 January 2024 to 31 December 2024)
Maximum term of the Contract	Four years

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria). Price is not a weighted criterion. This means that Proposals that are capable of full delivery on time will be shortlisted by score and an overall assessment of best value-for-money over the whole-of-life of the Contract.

3.2 Evaluation criteria

Proposals will be evaluated on their merits according to the following evaluation criteria and weightings.

1 Capacity (not weighted)

The Ministry has a requirement to provide capacity in each of the ten regions shown in the table.

Note: Your proposal can be for any number or all of these regions where you hold capability, capacity and have the required relationships needed in order to deliver effective service.

Please complete the table below.

Region	Your proposal is to deliver services in the region Yes / No	How many participants can your organisation deliver services annually to in the region	Please identify which specific area(s) within the region you can deliver in
Tai Tokerau			
Auckland			
Waikato			
Bay of Plenty- Waiariki			
Taranaki, Manawatū, Whanganui			
Hawke's Bay, Tairāwhiti			
Wellington			
Nelson, Marlborough, West Coast			

Canterbury and Chatham Islands		
Otago, Southland		

2	Collaboration with iwi – weighted 15% Te Ahu o te Reo Māori provides a unique opportunity to share iwi oral traditions and narratives, as well as iwi specific language features, cultural expressions and oral devices, with local educational centres. It is important that providers have strong existing relationships with iwi to enable open channels of collaboration with iwi within each region you are proposing to deliver services. Note: This requirement will need to be specifically met within each individual region you are proposing to deliver services.
2a)	Please describe your existing relationships with iwi from within each of the regions that you are applying to deliver services?
2b)	Please describe how your delivery model will include collaboration with these iwi to maintain ongoing and effective relationships and to ensure successful delivery.
3	Proposed learning solution – weighted 30%
	The provider must have an effective model to deliver Ngā Taumata o Te Ahu o te Reo Māori. Delivery must consist of 120 hours per participant of which 100 hours minimum is contact/ directed-learning and 20 hours are self-directed. The learning may be delivered in a variety of ways including, but not exclusive to, a combination of weekly classes, on-line lessons and noho.
3a)	Please provide a high-level summary of the proposed schedule of learning across the period to deliver services.
3b)	How will the learning outcomes, across the different levels of Ngā Taumata o Te Ahu o te Reo Māori be achieved within the specified directed and self-directed learning hours.
3c)	Explain the types of learning activities and learning resources that will be used or developed.
3d)	How will you ensure the incorporation of Tikanga Māori guiding principles that will be used to facilitate learning
4	Learning consolidation and enhancement – weighted 10%
	A second period of learning delivery will be implemented by providers alongside graduates to embed the practises learnt during the initial in depth phase. This will cover a period of 8 weeks and we anticipate that this will consist of up to 50 hours.
4a)	Please indicate the number of learning hours (and reasoning) that you deem necessary
4b)	Describe the provision of ongoing support, advice, resources and activities
4c)	For the follow up period, what are your online learning elements?
4d)	How will evidence be collected and shared with the Ministry about graduate progress towards embedding the learnings into their learning environments?

5	Online learning requirement – weighted 15%	
	To support successful delivery and participant accessibility to learning, an online component is required throughout both phases of Te Ahu o te Reo Māori.	
5a)	Please provide an overview of your organisation's online range of delivery.	
5b)	Explain your maturity and use of any online Learning Management Systems in the delivery of this programme or how you manage content.	
5c)	Identify any capability and capacity to create or tailor online learning resources.	
5d)	Explain your approach to learner engagement by use of quizzes, interactive games etc	
5e)	Describe online collaboration opportunities for learners.	
5f)	Highlight any security or authorisation the learner engagement tools includes.	
6	Key Personnel – weighted 20%	
	The Ministry requires that in the delivery of the learning experience providers must use appropriately skilled staff who have both a track record of delivery and recognition of te reo Māori expertise from their peers.	
6a)	Provide concise profiles highlighting skills and experience of the specific named persons for each of the regions that you are proposing services. For each:	
	Mātanga Reo Māori (Māori language experts) who will teach the proposed kaupapa, provide oversight and ensure the quality of course content and delivery.	
	 <u>Kaiako</u> to assist with course delivery planning, developing resources and assessment of learning outcomes. 	
7	Management Support and Administration – weighted 10%	
	In order to co-ordinate and organise the delivery of the total learning experience and report on progress and activity you must have a sufficient management and support services.	
7a)	Provide details on your processes (and/or systems) to deliver effective management of the kaupapa, ability to make payment of allowances to participants (funded by the Ministry) and report on progress.	

3.3 Scoring

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

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	9-10
GOOD exceeds the	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures	7-8

criterion in some aspects	required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

3.4 Price

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

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

3.5 Coverage Selection

The purpose of Coverage Selections is to ensure national coverage of services. Coverage will be determined by:

- 1. Demand for services (as determined by Ministry statistics)
- 2. Number of providers proposing to deliver in each region (as determined by responses to RFP question #1)
- 3. Provider capacity (as determined by responses to RFP question #7)
- 4. Providers with the highest scores (as determined by the evaluation panel).

Cost will not be a determining factor for Coverage Selections.

3.6 Optional evaluation process and due diligence

Due diligence will involve investigation into whether entering into a contract with a Supplier may expose the Ministry to significant risk including in relation to:

Validity of the Proposal

- The relationship with iwi in the areas proposed
- The proposers financial viability
- The proposers ownership/structure
- The Proposers policy and practices
- Legal and regulatory compliance
- Business Continuity planning
- Disputes with the Ministry

SECTION 4: Pricing information

4.1 Pricing information to be provided by respondents

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

- a. Respondents are to use the pricing schedule template provided.
- b. the pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price exclusive of GST.
- c. where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- d. in preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- e. respondents are to document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
- f. prices should be tendered in NZ\$.

Respondents are to provide their price using the using the **Pricing Schedule**. The pricing schedule is a separate document.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The Proposed Contract that we intend to use for the purchase and delivery of the services is provided as a separate document.

In submitting your Proposal you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

- 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.
- This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, paragraph 1.6. Check to see if any changes have been made for this RFP.
- 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 Proposal in response to the RFP. 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 Proposal.' Definitions are at the end of this section.
- If you have any questions about the RFP-Terms please email our Point of Contact.

Standard RFP process



Preparing and submitting a proposal

Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP 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 Proposal.

Offer Validity Period

b. Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.



Respondents' Deadline for Questions

- i. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- ii. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- iii. 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.
- iv. 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.



Submitting a Proposal

- Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- ii. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - 5 true, accurate and complete, and not misleading in any material respect
 - 6 does not contain Intellectual Property that will breach a third party's rights.
- iii. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- iv. Where the Buyer stipulates a two envelope RFP process the following applies:
 - 1. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - 2. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has be requested by the Buyer)
 - 3. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



Assessing Proposals

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 Proposal, or any aspect of any Proposal.

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 Proposal.
- b. Each Respondent is to ensure that all referees listed in support of its Proposal 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.

Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. 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 Proposal.
- 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 Respondent's Proposal and may eliminate the Proposal from the RFP process.

Evaluation and shortlisting

- The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
 - b. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - 1. the results from reference checks, site visits, product testing and any other due diligence
 - 2. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - 3. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - 4. any other relevant information that the Buyer may have in its possession.
- 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 Proposal, 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 RFP process the Buyer will not make public the names of the shortlisted Respondents.

Negotiations

- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - 1. prepare a negotiation plan for each negotiation
 - 2. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - 3. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.

Respondent's debrief 0

- a. At any time after shortlisting Respondents the Buyer will offer all 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 of 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:
 - 1. provide the reasons why the Proposal was or was not successful
 - 2. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - 3. indicate the Proposal's relative strengths and weaknesses
 - 4. explain, in general terms, the relative advantage/s of the successful Proposal
 - 5. seek to address any concerns or questions from the Respondent
 - 6. seek feedback from the Respondent on the RFP and the RFP process.

Notification of outcome

a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.

Issues and complaints 0

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- 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 RFP process or future contract opportunities.



Standard RFP conditions



Buyer's Point of Contact

- i. All enquiries regarding the RFP 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 RFP.
- ii. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- iii. 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.
- iv. 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 RFP.

Conflict of Interest

i. 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 RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

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 RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

Anti-collusion and bid rigging

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

Confidential Information

- 6 The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.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.
- 7 The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP 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 RFP.
- 8 Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by 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.

Confidentiality of RFP information

- 1. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- 2. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. 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 RFP.

Costs of participating in the RFP process

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

Ownership of documents

- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c. Ownership of Intellectual Property rights in the Proposal 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 Proposal for any purpose related to the RFP process.

No binding legal relations

- 3 Neither the RFP, nor the RFP 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 Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- 4 Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- 5 Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

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Elimination

- c. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - a. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - b. the Proposal contains a material error, omission or inaccuracy
 - c. the Respondent is in bankruptcy, receivership or liquidation
 - d. the Respondent has made a false declaration
 - e. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - f. the Respondent has been convicted of a serious crime or offence
 - g. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - h. the Respondent has failed to pay taxes, duties or other levies
 - the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - j. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

Buyer's additional rights

- i. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - 1. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - make any material change to the RFP (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.
- ii. Despite any other provision in the RFP the Buyer may:
 - accept a late Proposal if it is the Buyer's fault that it is received late
 - in exceptional circumstances, accept a late Proposal where it considers that there is
 no material prejudice to other Respondents. The Buyer will not accept a late Proposal
 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 Proposal
 - in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - accept or reject any Proposal, or part of a Proposal
 - accept or reject any non-compliant, non-conforming or alternative Proposal
 - decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 - decide not to enter into a Contract with any Respondent
 - liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - provide or withhold from any Respondent information in relation to any question
 arising in relation to the RFP. 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
 - amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent



 waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.

iii. The Buyer may request that a Respondent/s agrees to the Buyer:

- selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
- selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

New Zealand law

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

Disclaimer

- iii. 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 RFP process.
- iv. Nothing contained or implied in the RFP, or RFP 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.
- v. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

Precedence

- Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - 1. Section 1, paragraph 1.6
 - 2. Section 6 (RFP-Terms)
 - 3. all other Sections of this RFP document
 - 4. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- 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 the RFP 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 RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
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 RFP 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 RFP or in general.
	 Information that: 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. 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 RFP 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: i. actual: where the conflict currently exists ii. potential: where the conflict is about to happen or could happen, or iii. perceived: where other people may reasonably think that a person is
Contract	compromised. The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals 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 Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at 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.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
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 RFP 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 Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.

Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP- Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP 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 Proposal in response to the RFP. 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 Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.