

# Request for Proposals

*Nau mai,  
haere mai,  
welcome.* **Make  
your  
move**

with New Zealand's leader in  
online and distance learning

**Open Polytechnic**  
KURATINI TUWHERA

He Tono Whakatoko Marohi  
Te Pōkaitahi Reo (Rumaki, Reo Rua)(Te Kaupae 2)  
Level 2



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# Kupu Whakataki

## Introduction

**“Ko te manu e kai ana i te miro, nōnā te ngahere.**

**Ko te manu e kai ana i te mātauranga, nōnā te ao”**

Kei ngā manawa tītī, kei ngā manawa piharau, kei ngā manawa kairoke e kapakapa nei i tō tātou reo Māori me ōna tikanga Māori tēnā tātou. Tēnā tātou i roto i ngā āhuetanga o te wā. Tēnā tātou i ō tātou parekawakawa kua riro atu i te mata o te whenua, haere, haere, haere atu rā ki te kāpunipunitanga o te wairua, ki te Te Pūtahitanga Nui a Rehua.

E rere nei ko te ia o whakamānawa ki a koutou i whakaaetia kia rarau mai tātou ki te wānanga i ngā huarahi whakawhanake i te reo, huri noa huri noa. E mihi atu ana ki ō taumata maunga me ō pikinga maunga i ngā taumata hei painga mō te reo Māori, mō te mātauranga Māori me ōna āhuetanga katoa.

Nau mai ō pūkenga, ō wawata me ō kounga kia whakarewahia tēnei kaupapa hei whakakorowai i tō tātou reo rangatira, ōna maha, ōna wehi, ōna whakamataku mō te hunga ngākaunui ki te reo Māori, Māori mai, tauwiwi mai.

# Ka pao te Tōrea

## This Opportunity

E kimi ana mātou i ngā pūkenga e tīaroaro mai ana ki ō mātou mātaapono o te tohu Te Pōkaitahi Reo (Rumaki, Reo Rua) (Te Kaupae Rua 2).

**Mana Tangata** Kia whakatairangahia te pitomata o te tangata me ōna pūmanawa ki te reo me ngā tikanga i roto i ōna mōhiotanga o mua, o nāianeī, mō āpōpō hoki.

**Mana Whenua** Taketake nō tēnei whenua te tangata Māori, tōna reo, me āna tikanga, nō reira ka pūmautia te tūrangawaewae me te rangatiratanga o te tangata ki tōna whenua, ki tōna taiao o mua, o nāianeī, mō āpōpō hoki.

**Mana Reo** Kia marama pū ki te pūtake, te whānui, te hōhonu, te tiketike o te reo me ngā tikanga o te tangata i roto i ngā ao mōhio o mua, o nāianeī, mō āpōpō hoki ā, kia tangata whenua ai te reo.

**Mana Ao Tūroa** Te ngoi me te korou e tūhonohono ana, e whakaihiihi ana i ngā mea katoa o te ao kikokiko nei, he kawenga hoki i te mana o te tangata, o te mea rānei i te ao o mua, o nāianeī, mō āpōpō hoki.

Through the “Te Pōkaitahi Reo (Rumaki, Reo Rua)(Te Kaupae 2) LEVEL 2” RFP,

**Te Pūkenga – New Zealand Institute of Skills and Technology** NZBN 9429048092685  
trading as Open Polytechnic (Te Pūkenga t/as OPNZ)

(“we”) Te Kura Wānanga and the Learning Design and Development (LDD) directorate are looking to outsource the courseware design and development of the Te Pōkaitahi Reo (Rumaki, Reo Rua)(Te Kaupae 2) LEVEL 2 programme. It aims to achieve this by partnering with trusted and experienced outsourcing partners who can work independently and according to OPNZ standards and requirements to create engaging and culturally responsive programmes, courses, assessments and/or digital assets for online delivery to our learners across New Zealand.

## **Ko ngā hiahia**

### What we need

OPNZ is looking for outsourcing partners who are able to provide the following services:

- Courseware design and development of online courseware and assessment materials for Te Pōkaitahi Reo (Rumaki, Reo Rua) (Te Kaupae 2, Level 2) that prioritizes and upholds the integrity of te reo Māori, tikanga Māori, mātauranga ā-iwi, mātauranga Māori, te ao Māori perspectives and approaches.
- Design and development of online courseware and assessment materials for Te Pōkaitahi Reo (Rumaki, Reo Rua)(Te Kaupae 2, Level 2) in the iQualify Learning Management System (LMS).

Ability to guide and collaborate with our Digital Experience team, to create digital media assets (e.g. videos, interactives, graphics). In relation to the above, partners will also need to demonstrate the ability to:

- Design and develop quality te reo Māori resources that are underpinned by tikanga, tirohanga and mātāpono Māori, and upholds te mana o te reo Māori me ngā āhuetanga Māori
- Manage projects from beginning to end.
- Design solutions according to the client's design standards and requirements.
- Build enduring relationships with OPNZ to understand needs and provide proactive service.

Outsourcing partners will be organisations with substantial in-house talent, such as Te Reo Māori Teachers and/or Experienced Practitioners, Subject Matter Experts and Learning Designers, and experience in the areas covered by the proposal and the ability to cover the majority of the scope of work without subcontracting.

## **Ko ngā hiahia kore**

### What we don't want

OPNZ is not looking for proposals by independent contractors or organisations who would rely predominantly on independent sub-contractors or the use of Artificial intelligence to complete the work. Te reo Māori me ngā tikanga are acknowledged as 'taonga Māori' and applicable in the creation and use of digital technologies and educational materials; Therefore, we don't want AI generated material or images in these programmes.

## **Ko ngā hirahiratanga**

### What's important to us

OPNZ is looking for trusted partners who have the capability, competency, capacity, and experience in te reo Māori, language acquisition embedded with Te Ao Māori perspectives, principles and values and the ability to design and develop engaging online learning experiences that is anchored by Te Ao Māori perspectives on a national scale. They need to have a commitment to upholding the integrity and protection of te reo Māori me ngā tikanga, Te Tiriti o Waitangi, biculturalism and culturally responsive design, the ability to work to OPNZ design standards and requirements, outstanding client service and experience working in project environments. Our partners will understand Open Polytechnic's commitment to te reo Māori, the needs of our ākonga, and the process of language acquisition in an online asynchronous environment.

They also need to be able to demonstrate quality control processes that will ensure Open Polytechnic's quality guidelines, cultural guidelines and learning design models are adhered to. They need to be able to articulate their project control mechanisms and provide evidence of how they will ensure schedules and expectations regarding quality assurance of te reo Māori me ngā tikanga are met.

## **He aha koe e tono ai?**

### **Why should you bid?**

Open Polytechnic is committed to providing our ākonga with accessible pathways to fostering te reo Māori me ngā tikanga at beginner's level that will encourage and support ākonga at the beginning of their journey in te reo Māori me ngā tikanga. This is a unique opportunity to be a part of Open Polytechnic's commitment to te reo Māori and work with New Zealand's largest distance education provider during a time of change and growth for the OPNZ and the ITP sector. The programmes, courses, assessments and/or digital media assets developed will be offered to our over 30,000 learners and make a real difference in the lives of New Zealanders.

Our current Te Pōkaitahi Reo (Rumaki, Reo Rua) (Te Kaupae 1)(Level 1) programme has been offered since late 2022 and is one of our most successful programmes with over 3,000 ākonga having studied, or currently studying with OPNZ. With your expertise we would like to build on the success of our Level 1 qualification and follow up with the development of a Level 2 qualification which scaffolds from the Level 1.

## **Ko wai mātou?**

### **About us**

The Open Polytechnic is committed to giving effect and acknowledging the principles of Te Tiriti o Waitangi within the policies and practices of the Polytechnic and recognises the importance of te reo Māori as the indigenous and official language of Aotearoa New Zealand.

OPNZ operates nationwide as the specialist provider of vocational open and distance learning. Our mission is to support vocational lifelong learning and national development goals through excellence in open and flexible delivery.

The way we pursue our mission and our contribution to an integrated national system of lifelong learning will ensure equity of access while developing independent lifelong learners who can contribute in a skilled, internationally competitive workforce.

# Wahanga 1: Ngā Taipitopito

## Section 1: Key information

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### 1.1 Te Horopaki

#### The Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Te Pōkaitahi Reo (Rumaki, Reo Rua) (Te Kaupae 2, Level 2) courseware design and development contract opportunity.
  - b. This RFP is a single-step 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 Rārangi wā

#### Our timeline

- a. Here is our timeline for this RFP.

**Steps in RFP process:**

Deadline for Questions from suppliers: [28 01 25]

Deadline for the Buyer to answer suppliers’ questions: [31 01 25]

Deadline to register for supplier briefing session: [31 01 25]

Date of the supplier briefing session: week starting [10 02 25]

**Deadline for Proposals: [5pm] [17 02 25]**

Shortlisted Respondents’ presentations: week starting [17 02 25]

Unsuccessful Respondents notified of award of Contract: [24 02 25]

Respondents’ debriefs: week starting [24 02 25]

Anticipated Contract start date: Q2 2025

- b. All dates and times are dates and times in New Zealand.
  - c. Please note: Kuratini Tuwhera Open Polytechnic will be closed for summer break 21.12.24 to 5.01.25 inclusive
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### 1.3 Whakapā mai

#### 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. Please note: Kuratini Tuwhera Open Polytechnic will be closed 21.12.24 to 5.01.25 inclusive
- b. If you would like to attend our supplier briefing session, please email our Point of Contact to register.
- c. **Our Point of Contact**

**Name:** Lorenda Kilian

**Title/role:** Senior Project Manager, Learning Design and Development

**Email address:** [lorenda.kilian@openpolytechnic.ac.nz](mailto:lorenda.kilian@openpolytechnic.ac.nz)

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## 1.4 Whakaahu me te whakarato i te tono 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. [Section 3](#) describes our Evaluation Approach.
- c. For resources on tendering visit [www.procurement.govt.nz/suppliers](http://www.procurement.govt.nz/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 Proposal, you must use the Response Form provided. This is a Microsoft Word document that you can download.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template provided 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 Wāhitau tono Address for submitting your Proposal

- a. Proposals must be submitted by email to the following address:  
Lorenda.Kilian@openpolytechnic.ac.nz
- b. Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.

Please note: Kuratini Tuwhera Open Polytechnic will be closed 21.12.24 to 5.01.25 inclusive for the summer break



## 1.6 Here Whakamahi 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 3 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 [Section 6](#). We have not made any variation to the RFP-Terms.



## 1.7 Ngā rāwekehanga o te Tono Marohi 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 the Government Electronic Tenders Service (GETS) at [www.gets.govt.nz](http://www.gets.govt.nz)
  - b. If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.
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# Wahanga 2: Ngā Herenga

## Section 2: Our Requirements

### 2.1 What we are buying and why

#### Ngā hua o te tono

This RFP relates to the purchase of the following services:

- A. Design and development of online course and assessment materials for 4 x 15 credit (150 learner hours per course equivalent) courses, (at Levels 1-4 on the New Zealand Qualification Framework), to specification.
- B. Accurate and quality assured te reo Māori courseware underpinned by tikanga Māori, mātāpono and uarā anchored from a te ao Māori perspective.

There is also the potential for provision of some of the following services:

- C. Static graphic development including illustration and photography
- D. Video (live action) from pre to post-production that is accurate, appropriate from a Māori perspective and coincides with language acquisition that strengthens ākonga learning and fostering of te reo Māori.
- E. Animation and motion graphics development that is accurate, appropriate from a Māori perspective and coincides with language acquisition that strengthens ākonga learning and fostering of te reo Māori.
- F. Design and development of interactive media that are instrumental to strengthening language acquisition and ākonga centric

In relation to the selected options above, partners will also need to demonstrate the ability to:

- Uphold the integrity of te reo Māori me ngā tikanga at all times and ensure methodologies and approaches are anchored from a te ao Māori perspective
- Manage projects from beginning to end.
- Design solutions according to the client's design standards and requirements.
- Deliver to scope, time, and quality.
- Build relationships with OPNZ to understand needs and provide proactive service.

### 2.2 Nga hua metanga

#### What we require: the solution

For each of the services listed above (A. – F.), please see the details below.

A – Design and development of online course and assessment materials for 4 x 15 credit (150 learner hours per course equivalent) courses, (at Levels 1-7 on the New Zealand Qualification Framework), to specification
--

- |  |
|--|
| <ol style="list-style-type: none"><li>1. Courseware will be developed for ākonga who have a basic understanding and ability in the use of te reo Māori and want to communicate with little support in familiar everyday contexts, and in Māori environments where they feel comfortable.</li></ol> |
|--|

2. Courseware will be developed for an Open, Distance, Flexible Learning (ODFL) context for ākonga that are studying asynchronously, online, at a distance across Aotearoa New Zealand.
3. Courseware developed will cover all topics described in course descriptors and content and assessment plan (or equivalent document) and will follow the design parameters as set out in an agreed design brief and development guide and any other templates, guidelines and exemplars provided.
4. Courseware will be developed in a way that promotes an independent student learning journey and successful completion.
5. Courseware will be developed using OPNZ's iQualify LMS.
6. Developed courseware will be current, accurate, of good quality and fit for purpose as described in the course descriptors, course plan, performance standards, guidelines and exemplars for the development of the courseware or equivalent documentation.
7. Teaching and learning activities developed will promote student learning and successful completion, assist the student to assess their learning progression and prepare students for summative assessment.
8. Summative assessments will ensure valid and reliable assessment for student achievement of learning outcomes set out in the course descriptors and the course plan, and adhere to OPNZ's assessment design principles.
9. Courseware development will take place within set milestone deadlines, supported by frequent quality checks and clear reporting.
10. Full relationship and account management services with different levels of contact along with the development of a full understanding of the needs of OPNZ will be provided.
11. All authors' and contributors' moral rights will be waived, in relation to the repurposing of material and copyright of all developed material will be held by OPNZ.

**B – Accurate and quality assured te reo Māori courseware underpinned by tikanga Māori, mātāpono and uarā anchored from a te ao Māori perspective**

1. Courseware will be developed for ākonga who have a basic understanding and ability in the use of te reo Māori and want to communicate with little support in familiar everyday contexts, and in Māori environments where they feel comfortable.
2. Courseware will be developed in a way that promotes te reo kia tika, te reo kia rere, te reo kia Māori and encourages ākonga to continue their te reo Māori journey.
3. Courseware development will uphold the integrity of te reo Māori me ngā tikanga at all times and ensure methodologies and approaches are anchored from a te ao Māori perspective

**C – Static graphics development**

1. In addition to final outputs, we require all related working files.
2. Development will take place within set milestone deadlines and supported by consistent and ongoing quality checks and clear reporting.
3. Full relationship and account management services with different levels of contact along with the development of a full understanding of the needs of

OPNZ will be provided.

4. All authors' and contributors' moral rights will be waived, in relation to the repurposing of material and copyright of all developed material will be held by OPNZ.

#### D – Video production (live action)

1. Video production at preferably 4k capture, with a minimum capture of Full HD (1080p), for a minimum export of 1080p.
2. Video production is accurate, appropriate, relevant and meets standards regarding te reo Māori, tikanga, te ao Māori and enhances language acquisition methodologies.
3. Closed captioning and transcripts (including Te Reo Māori) that is applicable as part of service provision (workflow) and outputs (exports).
4. In addition to final cut exports, we require the final cut edit and its associated linked working files (e.g. video, audio, graphics).
5. Talent acquisition and management (where required) as part of the service provision (e.g. presenters, actors, voiceover artists).
6. Development will take place within set milestone deadlines and supported by quality checks and clear reporting.
7. Full relationship and account management services with different levels of contact along with the development of a full understanding of the needs of OPNZ will be provided.
8. All authors' and contributors' moral rights will be waived, in relation to the repurposing of material and copyright of all developed material will be held by OPNZ.

#### E – Animation and motion graphics development

1. Closed captioning and transcripts (including Te Reo Māori) that is applicable and appropriate as part of service provision (workflow) and outputs (exports).
2. In addition to final cut exports, we require te reo Māori quality assured content (e.g. scripts, graphics), the final cut edit and its associated linked working files (e.g. video, audio, graphics).
3. Appropriate and te reo Māori or te ao Māori quality assured talent acquisition and management (where required) as part of the service provision (e.g. presenters, actors, voiceover artists).
4. Development will take place within set milestone deadlines and supported by quality checks and clear reporting.
5. Full relationship and account management services with different levels of contact along with the development of a full understanding of the needs of OPNZ will be provided.
6. All authors' and contributors' moral rights will be waived, in relation to the repurposing of material and copyright of all developed material will be held by OPNZ.

#### F – Design and development of interactive media

1. Interactive media will be developed using native HTML5, CSS3 and JavaScript and uphold the integrity of tangata whenua, te ao Māori and relationships with other

- cultures.
2. Interactive media that is grounded in te ao Māori, appropriate, relevant to the content and interwoven in cohesion with courseware.
  3. Interactive media will work across all contemporary browsers and be responsive across all contemporary devices.
  4. Content will be developed to meet W3C web content accessibility guidelines to a minimum level of AA.
  5. In addition to final outputs, all related working files will be delivered to OPNZ.
  6. Interactive media development will take place within set milestone deadlines and supported by quality checks and clear reporting.
  7. Full relationship and account management services with different levels of contact along with the development of a full understanding of the needs of OPNZ will be provided.
  8. All authors' and contributors' moral rights will be waived, in relation to the repurposing of material and copyright of all developed material will be held by OPNZ.

## 2.3 Ngā hua raukaha

### What we require: capacity

We are seeking suppliers that are able to demonstrate the following capacity in one or more areas.

Using predominantly in-house talent and experience and specific to the selected services (A – F above), the Supplier will have sufficient capacity to (examples are indicative only):

- Design and develop e.g. four 15-credit courses that make up the Level 2, 60 credit certificate in 6 months or less, including all assessments.
- Provide a minimum of 1 full-time equivalent (FTE) staffing to design and develop interactive assets.

If applying to produce DX components:

- Provide a minimum of 1 FTE to produce (live action) video.
- Provide a minimum of 1 FTE to develop animation and motion graphics.
- Provide a minimum of 1 FTE to develop graphic assets.

## 2.4 Ngā hua pūkenga

### What we require: capability

We are seeking suppliers with the proven experience, capability, systems and processes to achieve the above solution to upholding the integrity of te reo Māori me ngā tikanga and OPNZ standards. To give suppliers a clear understanding of expectations, OPNZ will provide exemplars, templates and quality criteria related to course materials, including digital assets. Suppliers will be expected to meet or exceed the standards embodied by the exemplars, templates and quality criteria.

Suppliers will also be expected to provide evidence of quality control processes and evidence of high quality te reo Māori content and resource creation, project management processes that ensure their ability to keep to schedule and meet critical milestones.

Request exemplars and other guidance documentation from [Our Point of Contact](#). Please note that access to this documentation is only permitted for the purposes set out in the RFP.

## 2.5 Taipitopito

### Other information

- We estimate the chosen services will be delivered for a minimum of one 60 credit programme of study.
  - a. Payment will be on successful delivery of milestones.
  - b. New Intellectual Property arising as a result of the Contract will be the property of the Buyer.

## 2.6 Ngā puka tono

### Other tender documents

In addition to this RFP we refer to the following documents. These have been uploaded on GETS and are available for all interested suppliers. These documents form part of this RFP.

- a. RFP Response Form - Te Pōkaitahi Reo (Rumaki, Reo Rua)(Te Kaupae 2) LEVEL 2
- b. RFP Pricing Schedule for Te Pōkaitahi Reo (Rumaki, Reo Rua)(Te Kaupae 2) LEVEL 2

# Wahanga 3: Ā Mātou Kaupapa Aromātai

## Section 3: Our Evaluation Approach

### 3.1 Evaluation model

The evaluation model that will be used is a simple score. 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.

Criterion – listed in order of importance
<b>1. Capability of the Respondent to deliver</b>
An assessment of the completeness, timeliness, quality and robustness of the response provided by the respondent and the response to any subsequent requests by OPNZ for additional information (including any information provided in a Respondent presentation or obtained by OPNZ through a site visit, if required).
<b>2. Capacity of the Respondent to deliver</b>
An assessment of the Suppliers ability to meet or exceed capacity requirements (see 2.3).
<b>3. Commitment to quality assured te reo Māori me ngā tikanga design</b> that strengthens language acquisition and staircases to higher levels of learning te reo Māori me ngā tikanga
An assessment of the evidence of te reo Māori me ngā tikanga strategies, language acquisition frameworks and/or methodologies, and te reo Māori teaching and learning practices and quality control processes
<b>4. Potential as an outsourcing partner</b>
An assessment of: a) Commitment to ‘te reo kia tika, te reo kia rere, te reo kia Māori’ b) Ability to meet the design standards and requirements of OPNZ. c) Methodology for project management and product delivery d) Potential for ongoing commercial relationship.
<b>5. Commercial factors</b>
Quality of warranties, backup service and support, supplier history and performance, commitment to client service, flexibility, and expertise and experience of staff involved with the project.
<b>6. Value for money</b>
An assessment of the combined value of the likely benefits, total cost of service and a subjective assessment of risk as determined by OPNZ.
<b>7. Security</b>
The extent to which OPNZ is satisfied that the respondent will treat sensitive data in a secure way, based on respondent disclosure of their approach to information security and their security management policy.
<b>8. Innovation</b>
The degree of innovation apparent in response.

### 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
<b>EXCELLENT</b> significantly 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.	<b>9-10</b>
<b>GOOD</b> exceeds the criterion in some aspects	Above average 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.	<b>7-8</b>
<b>ACCEPTABLE</b> meets the criterion in full, but at a minimal level	Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	<b>5-6</b>
<b>MINOR RESERVATIONS</b> marginally deficient	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.	<b>3-4</b>
<b>SERIOUS RESERVATIONS</b> significant issues that need to be addressed	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.	<b>1-2</b>
<b>UNACCEPTABLE</b> significant issues not capable of being resolved	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.	<b>0</b>

### 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 Evaluation process and due diligence

In addition to the above, we will undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process.

- a. Reference check the Respondent organisation and named personnel.

- b. Interview Respondents.
- c. Request Respondents make a presentation.

### **3.6 Optional evaluation process and due diligence**

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

- a. Other checks against the Respondent e.g. Companies Office.
- b. Arrange site-visits.
- c. Request sample products.
- d. Inspect audited accounts for the last three financial years.
- e. Undertake a credit check.
- f. Undertake a Police check for all named personnel.



# Wahanga 4: Ngā Taipitopito Utu

## Section 4: Pricing Information

### 4.1 Pricing information to be provided by respondents

Respondents are to provide indicative pricing 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 price exclusive of GST.
- c. Where the price, or part of the price, is based on fee rates, all rates are to be specified as hourly rates.
- 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\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- g. Where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.
- h. Where two or more Respondents intend to lodge a joint or consortium Proposal the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

# Wahanga 5: Ā Mātou Karahipi Marohi

## Section 5: Our Proposed Contract

### 5.1 Proposed Contract

We intend using the Government Model Contract format (available at <https://www.procurement.govt.nz/>) for this project, including the standard terms and conditions. However, after discussion with the successful Respondent(s), we may be amenable to variations by mutual agreement.

# Wahanga 6: Ngā Tūkanga Tono me ngā Here Whakamahi

## 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



### Ngā tūkanga ki te whakarite, me te tuku i te tono marohi

#### Preparing and submitting a proposal

##### 6.1 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 Section 1, 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.



## 6.2 Offer Validity Period

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

## 6.3 Respondents' Deadline for Questions

- a. 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.
- b. 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.
- 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.



## 6.4 Submitting a Proposal

- a. 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.
- b. 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:
  - 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 Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:



- i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
- ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
- iii. 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.

## Aromatawai Marohi

### Assessing Proposals

#### 6.5 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.

#### 6.6 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.




#### 6.7 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.




#### 6.8 Evaluation and shortlisting


- a. 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.
- b. 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:

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- i. 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
  - ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
  - c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
    - i. the results from reference checks, site visits, product testing and any other due diligence
    - ii. 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)
    - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
    - iv. any other relevant information that the Buyer may have in its possession.
  - d. 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.

## 6.9 Negotiations

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- 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:
    - i. prepare a negotiation plan for each negotiation
    - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
    - iii. 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.

## 6.10 Respondent's debrief

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- 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:
    - i. provide the reasons why the Proposal was or was not successful
    - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
    - iii. indicate the Proposal's relative strengths and weaknesses



- iv. explain, in general terms, the relative advantage/s of the successful Proposal
- v. seek to address any concerns or questions from the Respondent
- vi. seek feedback from the Respondent on the RFP and the RFP process.

### 6.11 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.

### 6.12 Issues and complaints

- 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.



## Ngā tīkanga here mō te tono marohi

### Standard RFP conditions

#### 6.13 Buyer's Point of Contact

- a. 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.
- b. 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.
- 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 RFP.

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

#### 6.15 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.

### **6.16 Anti-collusion and bid rigging**

- a. 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.
- 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 Proposal.

### **6.17 Confidential Information**

- a. 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.
- b. 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.
- c. 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.

### **6.18 Confidentiality of RFP information**

- a. 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.
- b. 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.

### **6.19 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.





## 6.20 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.

## 6.21 No binding legal relations

- a. 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.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. 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.



## 6.22 Elimination

- a. 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:
  - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
  - ii. the Proposal 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.

### 6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
  - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
  - ii. 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.
- b. Despite any other provision in the RFP the Buyer may:
  - i. accept a late Proposal if it is the Buyer's fault that it is received late
  - ii. 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
  - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
  - iv. accept or reject any Proposal, or part of a Proposal
  - v. accept or reject any non-compliant, non-conforming or alternative Proposal
  - vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
  - vii. decide not to enter into a Contract with any Respondent
  - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
  - ix. 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
  - x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
  - xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
  - i. 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
  - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



### 6.24 New Zealand law

- a. 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.

## 6.25 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 RFP process.
- b. 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.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

## 6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
  - i. Section 1, paragraph 1.6
  - ii. Section 6 (RFP-Terms)
  - iii. all other Sections of this RFP 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.

# Ngā Whakamāramatanga

## 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.

**Confidential Information** Information that:

- 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.

<b>Conflict of Interest</b>	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: <ul style="list-style-type: none"> <li>a. actual: where the conflict currently exists</li> <li>b. potential: where the conflict is about to happen or could happen, or</li> <li>c. perceived: where other people may reasonably think that a person is compromised.</li> </ul>
<b>Contract</b>	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
<b>Contract Award Notice</b>	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.
<b>Deadline for Proposals</b>	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
<b>Deadline for Questions</b>	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
<b>Evaluation Approach</b>	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).
<b>GETS</b>	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a>
<b>GST</b>	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
<b>Offer Validity Period</b>	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.
<b>Point of Contact</b>	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.
<b>Price</b>	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.

<b>Proposal</b>	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.
<b>Proposed Contract</b>	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
<b>RFP</b>	Means the Request for Proposal.
<b>Registration of Interest</b>	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.
<b>Request for Proposal (RFP)</b>	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.
<b>RFP-Terms</b>	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.