



# Request for Proposals

for the national supply of materials to support  
Kāinga Ora - Homes and Communities' maintenance and  
construction work

(Product Category – Carpet and Underlay)

RFP released: 31/01/2025

Deadline for Questions: 14/02/2025

Deadline for Proposals: 5pm 28/02/2025

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### Separate Documents:

Appendix 1: Intention to Respond

Appendix 2: Form of Agreement

Appendix 3: Government Supplier Code of Conduct

Appendix 4: Product Performance Requirements

Appendix 5: Interior Colour Choices

Response Form 1: Materials Requirements

Response Form 2: Non-Price Attribute

Response Form 3:

Financial

Financial Key Ratio Form

Price Workbook - Carpet and Underlay Option 1

Price Workbook - Carpet and Underlay Option 2

## SECTION 1: Key information

### Key Request for Proposal information



#### 1.1 Context

- a. This Request for Proposal (RFP) is an invitation for suitably qualified suppliers to submit a Proposal for the national supply of materials 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 Our timeline

- a. Here is our timeline for this RFP.

##### Steps in RFP process:

##### Date:

RFP released:

31/01/25

Deadline for Questions from suppliers:

14/02/25

Intention to Respond:

17/02/25

Deadline for the Buyer to answer suppliers' questions: 21/02/25

##### Deadline for Proposals:

**5pm 28/02/25**

Shortlisted Respondents' negotiations:

week starting 17/03/25

Unsuccessful Respondents notified by:

02/05/25

Respondents' debriefs:

week starting 05/05/25

Agreement start date:

01/07/25

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



#### 1.3 How to contact us

- a. All questions relating to this RFP must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. **Our Point of Contact**  
Any enquiry/clarification request must be directed to the Buyer's Contact Officer through GETS portal.



## 1.4 Developing and submitting your Proposal

- a. This is an open, competitive RFP 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.
- e. In submitting your Proposal you must use the Response Forms provided.
- f. You must also complete the declaration tab.
- g. You must use the Price Workbook for your pricing information.
- h. Check you have provided all information requested, and in the format and order asked for.
- i. Please ensure you get your Proposal to us before the Deadline for Proposals.





## 1.5 Address for submitting your Proposal

- a. Any Respondent who intends to submit the Proposals **must** provide their "Intention to Respond" by **17/2/2025**, so the Objective Connect folder can be arranged for electronic submission.
- b. Proposals must be submitted electronically using the Objective Connect online portal and in Two electronic boxes as per the detail below:
 

**"Box No. 1" Non-Price Response**

**"Box No. 2" Price Response**

The Proposal(s) must be lodged as PDF format for text documents, and Excel format for spreadsheets
- c. Important note for the Respondents, when naming documents and files to upload to not include any special characters e.g.: &, %, \$, # etc. As the use of any special characters can cause issues when uploading.
- d. Proposals sent by post, email, fax, or hard copy delivered to our office, will not be accepted.

	<h3>1.6 Our RFP Process, Terms and Conditions</h3> <ul style="list-style-type: none"> <li>a. <b>Offer Validity Period:</b> In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for six calendar months from the Deadline for Proposals.</li> <li>b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in <u>Section 6</u>.</li> </ul>
	<h3>1.7 Later changes to the RFP or RFP process</h3> <ul style="list-style-type: none"> <li>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 GETS.</li> <li>b. As you have downloaded the RFP from GETS you will automatically be sent notifications of any changes.</li> </ul>

## Information on Kāinga Ora

	<h3>1.8 About Kāinga Ora – Homes and Communities</h3> <p>Kāinga Ora – Homes and Communities (Kāinga Ora) is a Crown agency that brings together the people, capabilities and resources of KiwiBuild, Housing New Zealand, and its development subsidiary HLC. This enables a more joined-up approach to supporting the Government's priorities for housing and urban development in Aotearoa New Zealand.</p> <p>The agency is charged with being a world class public housing landlord and leading integrated urban development. Kāinga Ora will partner with developers, councils, Māori, government agencies, local communities, and others to enable, facilitate and deliver urban development projects of all sizes. These projects will provide people with good quality, public, affordable and market homes that connect to the jobs, transport, open spaces and facilities needed for communities to thrive. Kāinga Ora will also play an essential role in tackling the Government's priorities of ending homelessness and making homes in New Zealand more affordable.</p> <p>Further information on Kāinga Ora can be accessed at: <a href="http://www.kaingaora.govt.nz">www.kaingaora.govt.nz</a></p>
	<h3>1.9 Our residential property portfolio</h3> <p>The size of the portfolio of residential properties makes Kāinga Ora the largest public housing provider in the country.</p>

As New Zealand's largest public housing landlord, Kāinga Ora are responsible for providing housing for New Zealanders in need. Kāinga Ora are also responsible for providing warm, safe, dry and healthy homes for over 200,000 people who live in our 75,000 homes across New Zealand (approximately 63,000 homes in North Island and 12,000 homes in South Island).

While a large number of Kāinga Ora customers can and do lead independent successful lives, there are others for whom that journey is significantly more challenging, due to a large variety of life events and circumstances.

For Kāinga Ora, just a roof over a customer's head is not enough. As a public housing landlord, socially focused on creating a compassionate and supportive environment for the customers and helping them to integrate into local communities and interact with appropriate support agencies if required.

Much of the housing stock in Kāinga Ora's portfolio has specific maintenance requirements resulting from factors such as age, condition and the types of products used in its construction and prior maintenance. The first state house was built in 1937 and the average age of Kāinga Ora's stock at 30 June 2024 was 45 plus years.

We are at the same time developing a pipeline of development to provide new assets of differing configurations to meet the changing demand profile.



## 1.10 Our construction delivery channels

Kāinga Ora currently have three channels for the delivery of new homes.

**Housing Delivery** is the construction of new homes using Kāinga Ora project management and Kāinga Ora land and provides much needed quality housing for whānau across Aotearoa.

Kāinga Ora is utilising a methodology which is projected to cut new public housing construction build times by 80% and costs by at least 30% through planning and delivering construction work and materials differently.

It does this by eliminating waste, rework and inefficiencies in the design, planning and construction phases, increasing our ability to deliver homes faster every year, and also helping provide a reliable pipeline of work for the construction industry.

**Market Delivery** is responsible for buying and selling homes and land from private developers to meet the growing demand for public housing and urban

development opportunities. Market Delivery is pivotal in enabling Kāinga Ora to deliver more homes across Aotearoa.

Residential property acquisition can be either existing or newly built homes that meet specific requirements for both public and supported housing.

**Retrofit Programme** is responsible for upgrading and improving some of our older homes to help provide our customers with modernised, warmer, drier and healthier places to call home. The objective is to bring the selected homes up to Kāinga Ora current standards including new build standards where possible, adding another 50 years of life to the property.

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## SECTION 2: Our Requirements

### 2.1 What is this request for?

Kāinga Ora invites responses from Respondents to the RFP for the national supply of materials for use within our existing and future national portfolio of residential properties.

Kāinga Ora will enter supply agreements with successful Respondents, with each agreement specifying the materials to be supplied for Kāinga Ora's maintenance and build activities.

### 2.2 What are the current arrangements?

Kāinga Ora approached the market in 2019 for the supply of a range of materials within different product categories. The resulting agreements entered are referred to as the National Supply Agreements (NSAs). There are currently 11 NSAs that provide materials in the following product category areas:

1. Building & Hardware Supplies
2. Electrical Supplies including Stove parts
3. Plumbing Supplies
4. Heat Pumps
5. Roofing
6. Stoves & Rangehoods
7. Paint
8. Ventilation
9. Carpet
10. Vinyl flooring
11. Curtains

The NSA's are mandated for use for Maintenance activities and are available for use by anyone building or maintaining on behalf of Kāinga Ora, such as Housing Delivery, Retrofit and Market Delivery. They will expire on 30<sup>th</sup> June 2025.

The NSAs were primarily established to provide a range of materials to support the maintenance requirements of the residential property portfolio of Kāinga Ora. The maintenance of the property portfolio is carried out by appointed contractors under the maintenance contracts, called Maintenance Partners.

The NSAs were set up so that the Maintenance Partners of Kāinga Ora and their sub-contractors receive surety of supply, material compliance, consistency and the benefits of fixed national pricing, which is linked into the maintenance contract pricing model.

The NSAs also concentrate supply under categories to reduce the logistics for our Maintenance Partners. Under the arrangement, the Maintenance Partners or their sub-contractors purchase the required materials for the maintenance/repair activity directly from the NSA suppliers.



While the NSAs were primarily set up for the purpose of maintenance repairs on the organisation's residential property portfolio by the Maintenance Partners, the NSAs have also been available for use for the organisation's annual capital improvement, new build and development programmes.

## 2.3 How will the resulting agreements from this RFP operate?

The term of the current NSAs expire on 30 June 2025. In re-tendering its requirements, Kāinga Ora is seeking to improve its arrangements and obtain the benefits of a consolidated approach to the market with volumes from across the different internal stakeholders – Maintenance and New Build.

It is expected that our maintenance volumes will continue, albeit with changing material volumes depending on the different programmes of work being undertaken by Kāinga Ora. It is also expected that the resulting agreements will be mandated for the national supply of materials for the use in the delivery of our maintenance services and construction related/retrofit/redevelopment activities, and are available for Market Delivery build partners to access on an optional basis.

The Government has provided Kāinga Ora with funding for renewal volumes of 1,600 and retrofit volumes of 495 for FY26. Further announcements are yet to come for funding post FY27. Of the 1,600 properties it is anticipated that 800 homes will be delivered by HDS and 800 homes will be delivered by Market Delivery. The selection of defined materials procured through this RFP will be used in both maintenance and construction programmes, allowing better alignment and improving cost-efficiencies for our maintenance providers.

## 2.4 What are our key aims with this RFP?

Kāinga Ora want to consolidate our volumes and specify which materials will be used and allow one distribution channel for our Build Partners, Maintenance Partners and their sub-contractors. We are looking for a partnership and a collaborative relationship.

The key outcomes that we want to achieve are:

- To engage with suppliers who can provide product on a national basis.
- To have advantageous, attractive pricing based on the scale and surety that Kāinga Ora represents.
- To have two levels of pricing offered. Maintenance activities require one national price, however if regional pricing is available for new construction activities, this should be submitted.
- To engage with suppliers who have the capacity to supply materials that meet Kāinga Ora demand throughout New Zealand.
- To engage with suppliers who have the capability and resources to supply materials that meet Kāinga Ora material and design requirements.
- Have assurance that the materials provided are of quality.

- Be able to ensure that our Maintenance and Build Partners are able to source the products easily and in a way that works with our partner's business operations for the duration of the agreement.
- To provide digital platforms and reporting to ensure all parties are able to map out trends and be able to respond efficiently to where the need is.
- Be innovative to ensure new ways of working together and deliver better outcomes to the wider community.
- Be constantly looking for opportunities to reduce the cost of materials through alternative products, different sources etc

## 2.5 What we want: a summary of our requirements

The purpose of this RFP is for Kāinga Ora to invite Respondents to submit a response for the supply of materials to be used not only in the maintenance of Kāinga Ora's national portfolio of residential properties but also in Kāinga Ora's annual capital improvement, and new build and development programmes.

We have provided the list of the materials in Price Workbook for the carpet and underlay product category.

We are seeking Respondents who are able to:

- supply the full range of materials as listed in the Price Workbook,
- provide nationwide delivery,
- provide national pricing (and regional pricing if applicable),
- supply the current materials or alternative that meets our material requirements,
- ensure supply continuity and meet our demand levels (required volumes) for the materials,
- work with multiple Maintenance and Build Partners,
- demonstrate value through environmental and ethical initiatives that have a benefit to the wider community, and
- offer a price that will represent the best value to Kāinga Ora taking into account quality and upfront cost.

We are also interested in seeking suppliers that are able to adapt Kāinga Ora changing business environment and commit to meet our different stakeholder needs.

It is noted that Maintenance Partners, Build Partners and their sub-contractors are responsible for managing the supply transactions and arranging the installation as required.

Kāinga Ora are open to entering new commercial arrangements that will best benefit our organisation's requirements. We are not seeking to replicate the 11 product categories that we

currently have, however we note that this can be one outcome. We have presented the market 11 product categories and our consolidated volumes across our internal stakeholders.

1. Building & Hardware Supplies
2. Electrical Supplies including Stove parts
3. Plumbing Supplies
4. Heat Pumps
5. Roofing
6. Stoves & Rangehoods
7. Paint
8. Ventilation
9. Carpet
10. Vinyl flooring
11. Curtains

This may give Kāinga Ora the opportunity to combine some categories through the tendering and negotiation process. It may result in reducing the supplier base and developing closer supplier relationships. This will ensure consistent product use across the organisation and delivery of the required volumes by suppliers to meet the demands from the different internal stakeholders.

We are interested in hearing from suppliers who can utilise their distribution network for the national supply of materials.

Alternatively, we may engage with national distributors who could secure and provide the transportation logistics for multiple products. In any agreement, the materials and the suppliers must meet all of our requirements. The final decision on the mix of successful suppliers and resulting agreements will be made based on the least disruption to our stakeholder's contractors.

## 2.6 What we do not want

We have mentioned above that we want to enter agreements with suppliers to provide selected materials in the most effective and efficient way to our contractors and their sub-contractor networks. We do not want:

- To engage a supplier who is not able to supply all the materials as listed in Price Workbook.
- to enter multiple agreements for a small number of materials at low volumes.
- to manage the suppliers' distribution to contractors.
- to manage contractors payments for materials or to be managing outstanding accounts of contractors on behalf of the supplier.
- a supplier that only provides for installation but does not provide the materials.

- our contractors to undertake multiple stops at different locations to source similar trade materials. We need to make it easy for our contractors to source the materials.
- a supplier who does not want to collaboratively work with us over the term of the agreement and develop better reporting and processes to ensure the best outcomes through the life of the agreement.

## 2.7 What we require: materials requirements

Any material must be safe, of good quality and fit for purpose for the expected life of the material. We also have a long-term economic interest in the quality of what we procure. Therefore, Kāinga Ora needs to be satisfied of the quality of the products and materials used.

For all materials where there is a legal requirement, your proposed materials must comply with the latest legislation and regulations.

In addition to this, Kāinga Ora have developed Product Performance Requirements (PPRs) which set out our minimum requirements for some products, systems and materials. These are attached as Appendix 4. If you are responding and proposing a product, you need to demonstrate how these requirements are met by providing the relevant documentation.

If a product does not have an associated PPR in Appendix 4, there are no additional Kainga Ora requirements, so only the governing legislation and regulations are the minimum requirements that must be met.

If a product does not meet legal requirements or the Kāinga Ora Product Performance Requirements or it is not demonstrated to be fit for purpose, it will not be considered any further.

We are looking for the supply of:

- broadloom carpet for use in our residential homes in a minimum of 3 colours
- carpet underlay
- relevant accessories

Carpet must be low- or no-VOC and evidence must be supplied to demonstrate this.

In addition to the Carpet Product Performance Requirements (Appendix 4), please refer to the Interior Colour Choices document (attached as Appendix 5) which will provide an indication of the expected colour schemes for carpet.

Please refer to the Price Workbook for the full list of carpet and underlay products we are looking to procure and refer to the attached Product Performance Requirements to ensure your proposed products will meet our requirements.

We have provided 2 versions of the workbook as we require 2 pricing options for our review.

Option 1 contains the total annual volume of carpet expected to be used in our portfolio. Currently this is supplied in nylon carpet, but we welcome submissions for wool and nylon carpets. If you are

able to offer both or alternates in either fibre, please use the alternative pricing fields for the second and further options.

Option 2 is for a split requirement for our maintenance and new construction portfolios. As the majority of our existing properties contain nylon carpet, we are asking for nylon carpet pricing for this volume so that it can be replaced/repared on a like for like basis. We welcome wool pricing for the new construction volume.

Across both pricing workbooks, please ensure that you enter a value for the National Per Unit price and ensure you used the volumes in the Total Combined Volume (1 year) column as the price reference.

## 2.8 Agreement term

The Agreement will commence on 1 July 2025 for a period of three years. We have provided a copy of our Proposed Agreement at Appendix 2.

## 2.9 What is required to respond to this RFP?

To respond, Respondents are expected to submit your Response to this RFP by completing our questions and submitting applicable attachments through Objective Connect online portal by 5pm 28 February 2025.

All Responses are to be submitted by the Deadline for Proposals.

## 2.10 Probity Management

Note that Kāinga Ora have appointed an independent external probity auditor to review and oversee the RFP process.

The Probity Auditor's name and contact details are as follows:

s 9(2)(a)

**Company: McHale Group**

s 9(2)(a)

The Probity Auditor is not an employee of Kāinga Ora. A Respondent/Bidder concerned about any probity issue with the RFP process has the right to contact the Probity Auditor and request a review. The outcome will be documented with copies to the Respondent who raised the issue and Kāinga Ora.

## 2.11 RFP documents

In addition to this RFP we refer to the following documents that form part of this RFP.

- a. Appendices
  - (a) Appendix 1: Intention to Respond
  - (b) Appendix 2: Form of Agreement
  - (c) Appendix 3: Government Supplier Code of Conduct
  - (d) Appendix 4: Product Performance Requirements
  - (e) Appendix 5: Interior Colour Choices
- b. Response Forms
  - (a) Response Form 1: Materials Requirements
  - (b) Response Form 2: Non-Price Response
  - (c) Response Form 3:
    - Financial
    - Financial Key Ratio Form
    - Price Workbook - Carpet and Underlay Option 1
    - Price Workbook - Carpet and Underlay Option 2

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## SECTION 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Proposals.

### 3.1 Evaluation model

The evaluation model will be a combination of a pre-conditions qualification stage followed by a weighted attribute method. Non-priced attributes will make up 30% of the evaluation and price will make up 70% of the evaluation.

Attributes will be evaluated against the criteria shown in the table below and only Respondents who are clearly able to fully deliver the services required will be considered. This means that Proposals that are both compliant and are capable of meeting our weighted attribute criteria will be assessed for best value over the duration of the Agreement.

Respondents must provide all financial information relating to price, expenses and costs in the Price Workbook. The evaluation panel will firstly score each Proposal based on the evaluation criteria listed below. Following completion of the scoring the financial information will be presented to the panel. The panel will then assess which Proposals to shortlist based on the combined scores of non-price and price.

### 3.2 Pre-conditions

Each Proposal must meet all of the following pre-conditions. Proposals which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

#	Pre-condition
1.	Are you able to deliver the materials, you are responding with, to all locations within New Zealand? (i.e. have the ability to distribute nationally or have multiple locations across New Zealand.)
2.	Do you agree to engage directly with Kāinga Ora nominated Maintenance Partners, Build Partners and their sub-contractors to supply the materials?

### 3.3 Evaluation criteria

Proposals which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
<b>1. Material Requirements (Response Form One)</b>	<b>Pass / Fail</b>
<ul style="list-style-type: none"> <li>For each material, the respondent must demonstrate that it meets our minimum material requirement.</li> </ul>	
<ul style="list-style-type: none"> <li>Price received for all materials as list in Price Workbook</li> </ul>	
<b>2. Non-Price Attribute (Response Form Two)</b>	<b>30%</b>
a) Surety of supply, national distribution and inventory management <b>(15%)</b> <ul style="list-style-type: none"> <li>Distribution of Materials</li> <li>Inventory Management</li> <li>Track Record</li> </ul>	
b) Reporting and quality assurance <b>(10%)</b> <ul style="list-style-type: none"> <li>Quality Control/Assurance</li> <li>Supplier Relationship</li> <li>Reporting</li> <li>Material Catalogue/Product Guide</li> <li>Health &amp; Safety</li> </ul>	
c) Sustainability initiative <b>(5%)</b> <ul style="list-style-type: none"> <li>Environmental and Ethical Sourcing</li> <li>Product Stewardship</li> </ul>	
<b>3. Price (Response Form Three)</b>	<b>70%</b>
Financial Analysis over past four-year financial key ratio	<b>Risk Based</b>
Legal Tags Analysis	<b>Risk Based</b>
Installation (as an additional optional service)	<b>Information Only</b>



### 3.4 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 SCALE		
Rating	Definition	Score
<b>EXCELLENT</b> 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.	<b>9-10</b>
<b>GOOD</b> exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. 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	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.	<b>5-6</b>
<b>MINOR RESERVATIONS</b> 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.	<b>3-4</b>
<b>SERIOUS RESERVATIONS</b> 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.	<b>1-2</b>
<b>UNACCEPTABLE</b> 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.	<b>0</b>

**Note:** A Proposal with a score of 4 or less for any attribute/criterion may be excluded from further evaluation and/or selection.

The following rating scale will be used in assessing risk-based attributes:

Rating	Definition
<b>Very Low (VL)</b>	Meets the requirement. Potential impact on project if risk occurs is inconsequential. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resources and quality measures required to meet requirements.
<b>Low (L)</b>	Satisfies the requirement with minor reservations. Potential impact if risk occurs will have little impact on the project. Minor reservations of the Respondents of the relevant ability, understanding, experience, skills, resources and quality measures required to meet requirements, with little or no missing evidence. Mitigation strategy recommended mitigating any concerns.
<b>Medium (M)</b>	Satisfies the requirement with reservations. Potential impact if risk occurs will be somewhat disruptive to project. Medium reservations of the Respondent's relevant ability, understanding, experience, skills, resources and quality measures required to meet requirements, with some supporting evidence. Mitigation strategy recommended mitigating concerns.
<b>High (H)</b>	Fails to meet requirement with significant reservations. Potential impact if risk occurs will be disruptive to project. Considerable reservations of the Respondent's relevant ability, understanding, experience, skills, resources and quality measures required to meet requirements, with little or no supporting evidence. Strategy required to progress for acceptance.
<b>Very High (VH)</b>	Fails to meet the requirement with major reservations. Potential impact of risk occurring will be detrimental to project. Does not comply and/or there is insufficient information provided to assess if the Respondent has the ability, understanding, experience, skills, resources & quality measures required to provide meet requirements. Major mitigation strategy required to progress for acceptance.

### 3.5 Pricing

We wish to obtain the best value over the duration of the agreement. We will determine the cost to us by considering the volumes anticipated in the Price Workbook. Kāinga Ora will also calculate a basic whole of life cost using the prices and information submitted by the respondents.

Proposals with the lowest price will receive the maximum score and Proposals with higher prices will score less than that. The price scoring formula is:

$$\text{Price score} = (\text{Lowest Tender Price} / \text{Individual Respondent Price}) \times \text{Price Weighting \%}$$

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), we 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 Agreement for the price quoted.

### 3.6 Optional evaluation process and due diligence

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. reference check the Respondent organisation and named personnel
- b. other checks against the Respondent e.g. Companies Office
- c. interview Respondents
- d. request Respondents make a presentation
- e. arrange site-visits
- f. test products
- g. inspect audited accounts for the last three financial years
- h. undertake a credit check
- i. undertake a Police check for all named personnel

## SECTION 4: Pricing information

### 4.1 Pricing information to be provided by respondents

Note that it is our intention for the prices to be fixed annually between the commencement date and the first anniversary of the commencement date. The prices will be reviewed by both parties annually. The mechanism for the Annual Price Review is detailed in the Proposed Agreement.

Respondents are to provide their price as part of their Proposal for the period commencing 1 July 2025 until 30 June 2026. In submitting the Price the Respondent must meet the following:

- a. Respondents are to use the Price Workbook 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, as indicated for each material item. It must also clearly state the total Agreement price exclusive of GST.
- c. 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.
- d. 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.
- e. Prices should be tendered in NZ\$, inclusive of delivery.
- f. Where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the Price Workbook) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.

### 4.2 Additional Pricing information to be provided by respondents

Respondents are also requested to provide the following:

- i. Key Financial Ratio for the last four years (Financial Statements for the last four years will be requested if preferred)

## SECTION 5: Our Proposed Agreement

### 5.1 Proposed Agreement

The Proposed Agreement that we intend to use for the purchase and delivery of the Requirements is attached at Appendix 2.

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 Agreement, 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 Agreement in full.

Please note that the schedules are not complete, but are placeholders and summary information has been provided. These will be completed with the successful supplier, based on the responses to this RFP.

Please also find attached the Government Supplier Code of Conduct at Appendix 3. We would expect that you can comply with this Code.

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## 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

### 6.1 Preparing a Proposal

- Respondents are to use Response Form provided and include all information requested by the Buyer in relation to the RFP.
- 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).
- Each Respondent will:
  - examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
  - 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
  - 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
  - ensure that pricing information is quoted in NZ\$ exclusive of GST
  - 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 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.

## 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:
  - 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 Agreement
  - 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 Agreement (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 an Agreement 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

- 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 agreement entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Agreement.

## 6.10 Respondent's debrief

- 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 Agreement 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 Agreement 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 an 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.



## 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.
- 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 Agreement 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 an Agreement 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 an Agreement 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 Agreement 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.



## Definitions

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

<b>Advance Notice</b>	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.
<b>Business Day</b>	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.
<b>Buyer</b>	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.
<b>Competitors</b>	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.
<b>Confidential Information</b>	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.
<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: actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
<b>Agreement</b>	The written Agreement/s entered into by the Buyer and Successful Respondent/s.
<b>Award Notice</b>	Government Rules of Sourcing, Rule 45 requires a Buyer to publish an Award Notice on GETS when it has awarded an Agreement 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 Agreement</b>	The Agreement 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.
<b>RFP-Terms</b>	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.

<b>RFP Process, Terms and Conditions (shortened to RFP-Terms)</b>	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.
<b>Requirements</b>	The goods and/or services described in Section 2 which the Buyer intends to purchase.
<b>Respondent</b>	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.
<b>Response Form</b>	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.
<b>Successful Respondent</b>	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded an Agreement/s to deliver all or part of the Requirements.

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