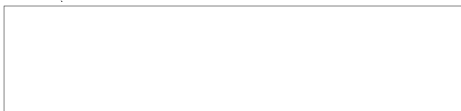




**MINISTRY OF SOCIAL
DEVELOPMENT**

TE MANATŪ WHAKAHIATO ORA

27 SEP 2016



Dear 

On 22 July 2016 we received your email to the Ministry requesting, under the Official Information Act 1982, information relating to Training for Work providers, caseworker roles and Ministry staff numbers.

Training for Work provides short-term employment focused training programmes that will help clients to gain the tailored skills they need to meet the demand in the local labour market. The aim of Training for Work is to assist people to achieve sustainable employment.

Work and Income purchases programmes with a labour market focus from a range of training providers. The providers are usually registered and accredited by the New Zealand Qualifications Authority (NZQA) to enable learners to gain recognised national qualifications. Learners generally do unit standards towards National Certificates. Training is provided in a variety of learning environments including Polytechnics, marae, Private Training Establishments and the workplace.

For clarity, I will address each of your questions in turn.

- 1. The proposal specifications for the Training for Work and Employment Placement Service tenders advertised on the Government Electronic Tenders Service (GETS).*

Please find enclosed the Request for Proposals (RFP) for Training for Work providers, as posted to the Government Electronic Tenders Service (GETS) website. The RFP was posted on GETS on 11 May 2016 and closed 9 June 2016. Also enclosed is the RFP for Employment Placement Services posted on GETS on 10 May 2016 and closed 9 June 2016.

- 2. The recommendation of the selection panel, relating to the Bowerman School applications for these schemes. Please provide any supporting documents for this decision.*

The Ministry complies fully with the Government Rules of Sourcing principles, requiring the Ministry to be accountable, transparent and reasonable, but does not provide the recommendations of Requests for Proposals publically. This information is withheld under section 9(2)(j) of the Act to enable the Ministry to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial

negotiations). The greater public interest is in ensuring that government agencies can continue negotiate without prejudice.

Providers can request a local and national review of the Request for Proposal process to ensure the Ministry complies with the Government Rules of Sourcing. Further information is available on the New Zealand Government Procurement website at: www.business.govt.nz/procurement/for-agencies/key-guidance-for-agencies/the-new-government-rules-of-sourcing

3. The "expected performance levels" for Wellington-based Training for Work providers, and the performance levels attained by those providers for 2015.

The "expected performance levels" for Wellington-based Training for Work providers is included within the Request for Proposal document, enclosed with this letter. It is expected that 50 per cent of participants will achieve a benefit exit as a result of employment or higher education, and remain off benefit for a period of eight weeks after the completion of their participation on the service. Reporting concerning the performance levels of the Training for Work providers for 2015/16 is still being compiled as one of the performance criteria is that participants remain off benefit for eight weeks after the completion of their course. As such this part of your request is refused under section 18(e) of the Official Information Act as this information does not exist at this stage.

4. How many Work and Income caseworker roles have been disestablished in the Wellington region over the past 24 months.

For clarification, the Ministry defines "disestablished" as the removal of a position or positions within the organisational structure. I can advise that there have been no case worker roles disestablished in the Wellington region within the last 24 months.

5. How many Work and Income caseworker roles have been disestablished nationwide over the past 24 months.

One case worker role was disestablished in Hokitika, in September 2015. The decision to disestablish a role is not taken lightly, and the Ministry considered the perspectives of staff in Hokitika, Greymouth and the Public Service Association (PSA) before making this decision. Submissions were carefully considered to ensure that the final decision both reflected and responded to feedback in the consultation process.

The disestablishment of this role reflects the Ministry's goal to create joined-up and cost-effective services, and to invest in the provision of services to meet client demand. Further, the demand for face-to-face case management Service Delivery in Hokitika had reduced, and the Ministry considered the high cost associated with managing staff remotely and providing training, IT support, back-up for planned and unplanned leave, security guards, as well as the high degree of administrative and managerial time.

6. The total number of Work and Income staff for 2014, 2015, 2016

In October 2014, the Ministry brought together Senior Services, StudyLink, Work and Income and parts of Integrity Services into one group called "Service Delivery" which

delivers services to more than a million seniors, students, working age beneficiaries, and people seeking social housing.

I can advise that as at the end of June 2014, Service Delivery employed 4,955.4 full time equivalent (FTE) employees, as at the end of June 2015, Service Delivery employed 5,424.2 FTE employees and as at the end June 2016, Service employed 5,568.5 FTE employees.

The principles and purposes of the Official Information Act 1982 under which you made your request are:

- to create greater openness and transparency about the plans, work and activities of the Government,
- to increase the ability of the public to participate in the making and administration of our laws and policies and
- to lead to greater accountability in the conduct of public affairs.

This Ministry fully supports those principles and purposes. The Ministry therefore intends to make the information contained in this letter and any attached documents available to the wider public after ten working days. The Ministry will do this by publishing this letter and attachments on the Ministry of Social Development's website. Your personal details will be deleted and the Ministry will not publish any information that would identify you as the person who requested the information.

I hope you find this information concerning Training for Work providers and Work and Income staff helpful. If you wish to discuss this response with us, please feel free to contact OIA_Requests@msd.govt.nz.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Yours sincerely



Ruth Bound
Deputy Chief Executive, Service Delivery



**MINISTRY OF SOCIAL
DEVELOPMENT**
TE MANATŪ WHAKAHIATO ORA

Service Delivery
Contracts Team

Bowen State Building, Bowen Street, PO Box 1556, Wellington — Telephone: 04 916 3300 — Facsimile: 04 918 0099

Request for Proposals

Training for Work

MSD 2016.WLGN.TFW.01

RFP released: 11/05/16

Deadline for Questions: 5:00pm 20/05/16

Deadline for Proposals: 12:00pm 09/06/16

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This opportunity in a nutshell

Ministry of Social Development (MSD) assists people throughout their working lives to meet their work and financial income needs, plan for their futures, and connect and participate more fully in the social and economic life of their communities.

MSD is committed to reducing the number of working age people who need to rely on a benefit, as a means of improving their economic independence and social wellbeing.

Through MSD, services are purchased to get the right support to assist people to prepare for, make the transition to, and stay in work.

What we need

MSD is seeking proposals from providers to undertake the delivery of short, skill focussed interventions to support clients to gain work and achieve sustainable employment.

What we don't want

MSD is not seeking:

- Proposals for services that do not meet the service delivery requirements specified in this Request for Proposal document.
- Proposals for services outside the Wellington Region.

What's important to us

MSD is seeking providers who can deliver short, skill focussed training that will bring a participants skills up to the minimum entry level that industry and employers require. Providers will have close links to industry and local employers and move clients into sustainable employment as quickly as possible.

Successful providers will have a good understanding of Work and Income clients and the barriers they may face to gain employment. Providers will have proven experience in achieving employment outcomes.

Why should you bid?

Training for Work offers an opportunity to industry and employment providers to contribute to the long term independence of New Zealanders. Through industry specific training you will empower clients to up-skill and maximise job opportunities now and in the future.

A bit about us

The Ministry of Social Development (MSD) helps New Zealanders to help themselves to be safe, strong and independent. We administer over \$23.3 billion in government expenditure and provide services and assistance to more than 1.1 million New Zealanders and 110,000 families.

We achieve our purpose through providing:

- statutory care and protection of children and young people, youth justice services and adoption services
- funding for community service providers
- employment support
- income support including payments, entitlements and New Zealand Superannuation
- social housing assessments and services
- access to concessions and discounts for senior citizens, families and low-income New Zealanders
- student allowances and student loans
- information, knowledge and support for families and communities

- campaigns that challenge antisocial attitudes and behavior
- services to uphold the integrity of the welfare system and minimise the debt levels of people we work with
- leadership across the social sector.

The Wellington Region

The Wellington Region covers Wellington City, Porirua and Hutt Valley. We have identified the following growth sectors where future workforce demand will provide opportunities to pathway our clients into employment:

- Contact Centres and Administration
- Hospitality and Retail
- Aged Care and Health Services

Contact Centres and Administration

Contact centres, along with call centres and communication centres, all fall under a larger umbrella labeled the Contact Centre Management Industry. This is becoming a rapidly growing recruitment sector in itself, as the capabilities of contact centres expand and thus require ever more complex systems and highly skilled operational and management staff.

Many types of organisations employ contact centre workers to answer specific queries relating to customer issues in various industries, including the following:

- Banking
- Business services
- Essential services
- Government (local/central)
- Insurance
- Retail/Consumer supplies
- Telecommunication

The nature of this type of work includes; outbound, inbound, sales and marketing and business to business.

Some of the key components of training (minimum) include:

- Problem solving
- Computer literacy / numeracy
- Conflict resolution skills
- Professional telephone skills training
- Proficient in Microsoft packages
- Navigate systems / applications quickly
- Effective time management
- Customer service
- Data entry / processing (words per minute testing)
- Effective time management
- Repetitive tasks
- Good verbal communication
- Certificate in office administration and computing (introduction) and level 2 option
- Reception
- Health and safety
- Office etiquette

- National Certificates are ideal in Contact Centre or Business Administration

Hospitality, Tourism & Retail

The hospitality and tourism sector includes lodging, restaurants, theme parks, cruise lines, transportation, and additional fields within the tourism industry. This sector includes four clusters: food services, accommodation, activities/amusement and transportation. The Retail industry sector provides a good mix of employment opportunities for clients, from part-to-full-time employment.

Some of the key components of training (minimum) include:

- Customer service skills
- Food handling
- Health and Safety
- Personal presentation
- Work confidence and preparation
- Managing conflict and resolution
- Money management

Aged Care & Health Services

With an increasingly aging population in all developed societies, the role of caregiver and aged / elderly care has been recognized as an important one.

Many organisations which provide support for persons with disabilities have developed various forms of support for carers as well.

These roles are diverse in the health sector and can include work in:

- hospitals and nursing homes
- private companies providing home care
- specialist providers of care, such as those that provide care for spinal injury patients
- church and welfare-based trusts
- home support services run by district health boards or community health organisations

Some of the key components of training (minimum) include:

- help clients at home and in facilities with tasks such as showering and dressing, personal care
- do housework such as cleaning and ironing
- prepare and serve meals
- clean and prepare medical equipment and instruments
- help patients with rehabilitation in areas such as social skills and walking

The Provider is to identify clear employment linkages and relationships with industry and business opportunities in this sector. This must be demonstrated.

It would be an advantage if providers can deliver from Wellington City, Porirua and Lower Hutt sites

SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Training for Work 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 Our timeline

- a. Here is our timeline for this RFP.

Steps in RFP process:

	Date:
Deadline for Questions from suppliers:	20/05/16
Deadline for the Buyer to answer suppliers' questions:	25/05/16
Deadline for Proposals:	12:00pm 09/06/16
Unsuccessful Respondents notified of award of Contract:	27/06/16
Anticipated Contract start date:	July 2016

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



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. If you would like to attend our supplier briefing session please email our Point of Contact to register.

c. Our Point of Contact

Name: Greg McGirr

Title/role: Regional Contracts Manager

Email address: greg.mcgirr001@msd.govt.nz



1.4 Developing and submitting your Proposal

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

for.

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



1.5 Address for submitting your Proposal

- A) Proposals must be delivered in both hard copies and soft copies. We require five hard copies and one soft copy on memory stick. Please send or deliver them to the following address:

For Proposals sent by post:

Tender Box

Greg McGirr – Regional Contracts Manager

Ministry of Social Development

PO Box 27 504

Wellington

For Proposals delivered by hand or courier:

Tender Box

Greg McGirr – Regional Contracts Manager

Ministry of Social Development

195-201 Willis Street

Level 1, Freemason House

Wellington

Proposals sent by fax or email will not be accepted.



1.6 Our RFP Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for three 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 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
-

SECTION 2: Our Requirements

2.1 Background

MSD is committed to reducing the number of working age people who need to rely on a benefit, as a means of improving economic independence and social wellbeing. We are currently seeking services which will assist our job seeker, sole parent clients and job seekers with a health condition who receive a main benefit into employment through short, skilled focussed training. MSD wishes to draw on expertise within the Non-Government Organisation (NGO) and private sectors to achieve this.

2.2 What we are buying and why

MSD is seeking proposals to be submitted that are aimed at supporting clients to gain work and achieve sustainable employment.

The Service will be delivered to clients for all Work and Income service delivery sites in the Wellington Region and work with 243 participants per annum.

Participant will be clients assessed as appropriate and referred by Work and Income.

Employment Placement and Support

This aim of Training for Work is to support clients into employment that results in an exit from benefit. Clients will receive expert industry and employment related training that is designed to bring participants' skills up to the minimum entry level that industry requires with specific job opportunities in mind. Once employment is achieved both the client and employer will receive intensive post placement support for up to 365 days. During this time the Provider will support the needs of both the client and the employer, where appropriate, to create a sustainable employment environment.

The following outcomes will be achieved:

- 50% of participants will achieve a benefit exit as a result of employment or higher education, and remain off benefit for a period of 8 weeks after the completion of their participation on the service.

Of those placed into employment:

- 60% will remain in employment and off benefit for 365 days

The Wellington Region will specifically target the following key industries:

- Contact Centres and Administration
- Hospitality and Retail
- Aged Care and Related

2.3 What we require: the solution

MSD requires Respondents who can:

2.3.1 Demonstrate how you will provide the Training for Work service including timing of delivery, where you will deliver the services, for whom and the number of participants, and that you can deliver the scope of services as required for Training for Work (TfW) below:

- TfW is intended to deliver short, skill focussed interventions to support clients to gain work and achieve sustainable employment.
- Services delivered are 13 weeks or less in duration
- Participants will be working age Work and Income clients, who are in receipt of a main benefit.

- 2.3.2 Demonstrate your ability to:
- Assess the skills, qualities, abilities and potential of each participant
 - Provide participants with specific skills to gain and sustain employment
 - Provide “on the job” training as and when required
 - Arrange interviews for participants with employers
- 2.3.3 Show the service identifies a client’s individual needs and circumstances and determines if the client requires other services and/or interventions.
- 2.3.4 Show the service will be delivered in an environment that is positive and respectful and clients are satisfied with the service delivery.
- 2.3.5 Demonstrate that the service proposed covers an industry sector or geographic area of high labour market demand, explaining how the organisation will link with employers, and specifying and particular industry focus they may have and scope of your current or proposed industry certification/accreditation.
- 2.3.6 Demonstrate that a client completing the Training for Work service will achieve at least a learners or restricted licence.
- 2.3.7 Demonstrate that a client completing the Training for Work services will achieve a licence, certificate; NZQA recognised unit standard or similar recognition of on-going value to employers that will assist in longer term employment opportunities.
- 2.3.8 Provide post placement support for each participant, and their employer, that is placed into employment that aligns with their work obligations, for up to 365 days from the start of their employment.
- 2.3.9 Demonstrate what outcomes have been achieved, specifically for this service or similar services(s), or how the following outcomes will be achieved:
- Placement Ratio:
- 50% of clients will achieve a benefit exit as a result of employment and remain off benefit for a period of 8 weeks after the completion of their participation on the service (being the earlier of either benefit exit due to employment or 21 weeks after commencing the service)
- And of those placed into employment the following will be achieved:
- 90% of clients will remain in employment for 31 days
 - 60% remain in employment and off benefit for 365 days

2.4 What we require: capability and capacity

MSD requires Respondents who can demonstrate:

- 2.4.1 A good understanding of MSD’s Training for Work needs, particularly from working within a public sector environment.
- 2.4.2 Evidence of experience in providing successful short, skill focussed services or the ability to provide these services.
- 2.4.3 Evidence of experience in up-skilling Work and Income clients to achieve a learners or restricted driver licence.
- 2.4.4 Proven experience in up-skilling Work and Income clients to achieve a certificate, industry accreditation, NZQA unit standards or similar.
- 2.4.5 Proven experience in providing successful employment services or the ability to provide successful employment services.
- 2.4.6 Evidence of strong links with local and industry employers
- 2.4.7 Good links with community organisations and the ability to facilitate access to other services that can help provide further support for clients to identify solutions to challenges for clients to achieve successful employment outcomes.

- 2.4.8 Evidence your ability to work successfully with Maori and Pacific clients.
- 2.4.9 That staff have relevant specialist skills and are able to deliver the services.
- 2.4.10 Infrastructure and resource availability to ensure appropriate services are delivered.
- 2.4.11 Ability to maintain good quality data and good document filing systems.
- 2.4.12 Ability to meet MSD's reporting needs as outlined in the contract.
- 2.4.13 Ability to maintain good administration practices including the ability to administer reimbursement of travel payments and overhead costs for participants of the programme.
- 2.4.14 MSD requires respondents to either:
 - (a) Evidence that at the date this RFP was issued they have MSD Approval at Level 1, 2, 3 or 4; and can evidence ability to meet the requirements of the Health and Safety at Work Act 2015; or
 - (b) Demonstrate their organisation has:
 - (i) Robust processes around staff vetting and training; and
 - (ii) A history of operational and financial stability as evidenced by their latest audited accounts and any other relevant material
 - (iii) And confirm that if successful they will start the Approvals process and obtain Level 4 Approval prior to the start of the agreement (or by a date otherwise agreed with the MSD relationship manager)

MSD Approvals: Providers must have at least a Level 4 Ministry Approval and this is to be maintained for the term of the Agreement. The Level 4 Standards and Application Form can be found at: <http://www.msd.govt.nz/what-we-can-do/providers/approvals/index.html>

2.5 What we require: relationship management

MSD require Respondents that can:

- 2.5.1 Show the ability to work professionally and effectively with MSD
- 2.5.2 Evidence processes are in place for effective problem resolution and appropriate escalation of issues arising from service provision.

2.6 Contract term

We anticipate that the Contract will commence July 2016. The anticipated Contract term will be negotiated with successful Respondent's for up to a maximum of 3 years.

2.7 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. Final Draft Training for Work Agreement – Wellington Region

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 that will be used is [choose: simple score (all criteria are of equal importance) / weighted attribute (weighted criteria).] Price is not a weighted criterion. This means that Proposals that are capable of full delivery on time will be shortlisted by score and an overall assessment of best value-for-money over the whole-of-life of the Contract.

3.2 Evaluation criteria

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

Criterion	Weighting
1. Proposed solution (fit for purpose)	45%
2. Capability of the Respondent to deliver	45%
3. Relationship Management of the Respondent to deliver	10%
Total weightings	100%

3.3 Scoring

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

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	5
GOOD 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.	4
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	3
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	2
SERIOUS RESERVATIONS	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability,	1

significant issues that need to be addressed	understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

3.4 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.

- reference check the Respondent organisation and named personnel
- complete relevant checks on the Respondents MSD Approval status and their ability to meet approval through evidence provided
- MSD may request Respondents make a presentation

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SECTION 4: Pricing information

3.1 Pricing information to be provided by respondents

MSD requires respondents to signify their acceptance of delivering the Training for Work service based on a standard schedule of fees which are broadly described below. Responses should include expected participant volumes based on the Respondent's maximum capacity and minimum viability.

Final participant volumes and service delivery geographical area will be subject to negotiation with successful Respondents.

All figures are stated exclusive of GST, GST is payable where the supplier is GST registered.

Payment Type	Conditions	Instalment Amount
Service Delivery	Service Delivery Fee of \$180.00 per participant service delivery week up to a maximum of xx weeks for payment. Payable Quarterly in advance on receipt of a Tax Invoice.	Quarterly training amount [enter manually]
31 Day Employment Placement or Higher Education Fee	Payable monthly in arrears on receipt of 31 days verification of employment or higher education outcome which is commensurate with the work obligations of the participant and a Tax Invoice.	\$1,500.00 per person
182 Day Continuous Employment or Higher Education Fee	Payable monthly in arrears on receipt of verification of 182 Days continuous employment commensurate with the work obligations of the participant and a Tax Invoice.	\$750.00 per person
365 Day Continuous Employment or Higher Education Fee	Payable monthly in arrears on receipt of verification of 365 Days continuous employment commensurate with the work obligations of the participant and a Tax Invoice.	\$750.00 per person
Participant Travel	Payable quarterly on receipt of Participant Travel to and from training programme and a Tax Invoice.	Actual and reasonable travel costs up to a maximum of \$60 per person per week
Participant Programme Costs	On agreement with the Relationship Manager and a Tax Invoice.	Actual and reasonable approved employment related costs
The Bonus Payments will be made when the exit from benefit performance measures below are met and confirmed by the Ministry at the end of the contracted year.		

Payment Type	Conditions	Instalment Amount
Bonus Payment	Where the contracted participation target is met, and the placement ratio of 50-54% is achieved	\$125.00 (GST exclusive) per participant placement
	Where the contracted participation target is met, and the placement ratio of 55-60% is achieved.	\$250.00 (GST exclusive) per participant placement (maximum bonus value per participant)

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SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The proposed contract for Training for Work has been included as part of the Request for Proposal documentation.

The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.

The Proposed contract incorporates the framework terms and conditions applicable to outcome agreements between government agencies and NGOs.

A copy of the framework terms and conditions is available at:

<http://www.business.govt.nz/procurement/procurement-reform/streamlined-contracting-with-ngos/contracting-framework-user-guides-and-templates#FTC>

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

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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

- 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.



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 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

- 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

- 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.



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.

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.
Conflict of Interest	<p>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:</p> <ol style="list-style-type: none"> 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.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for	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,

Proposal (RFP)	appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



**MINISTRY OF SOCIAL
DEVELOPMENT**
TE MANATŪ WHAKAHIATO ORA

Contracts, Service Delivery
Wellington

Bowen State Building, Bowen Street, PO Box 1556, Wellington — Telephone: 04 916 3300 — Facsimile: 04 918 0099

Request for Proposals

Employment Placement Service

MSD 2016.WLGN.EPS.01

RFP released: 10 May 2016

Deadline for Questions: 20 May 2016

Deadline for Proposals: 12.00pm 9 June 2016

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This opportunity in a nutshell

Ministry of Social Development (MSD) assists people throughout their working lives to meet their work and financial income needs, plan for their futures, and connect and participate more fully in the social and economic life of their communities.

MSD is committed to reducing the number of working age people who need to rely on a benefit, as a means of improving economic independence and social wellbeing.

Through MSD, services are purchased to get the right support to assist people to prepare for, make the transition to, and stay in work.

What we need

MSD seeks to engage providers to undertake delivery of the Employment Placement Service (EPS) programme in the Wellington Region from 1 July 2016 to 30 June 2017.

The aim of the Employment Placement Service is to assist clients to prepare for and achieve sustainable employment.

What we don't want

MSD is not seeking:

- Proposals for services that do not meet the service delivery requirements specified in this Request for Proposal document.
- Proposals for services outside the Wellington Region

What's important to us

MSD is seeking providers with proven experience in providing successful employment services. They should have the ability to provide a service that addresses client's individual needs and circumstances in order to support clients to move into sustainable employment as quickly as possible. These services should be tailored to the client's individual needs with the ability to facilitate, establish linkages with community and professional organisations that offer diverse services.

Successful providers will have a good understanding of the barriers to employment that people face, opportunities in the labour market, strong employer networks and relationships with other organisations in the community that can help provide further support to clients as they enter and remain in sustainable employment.

A bit about us

The Ministry of Social Development (MSD) helps New Zealanders to help themselves to be safe, strong and independent. We administer over \$23.3 billion in government expenditure and provide services and assistance to more than 1.1 million New Zealanders and 110,000 families.

We achieve our purpose through providing:

- statutory care and protection of children and young people, youth justice services and adoption services;
- funding for community service providers;
- employment support;
- income support including payments, entitlements and New Zealand Superannuation;
- social housing assessments and services;
- access to concessions and discounts for senior citizens, families and low-income New Zealanders;

- student allowances and student loans;
- information, knowledge and support for families and communities;
- campaigns that challenge antisocial attitudes and behavior;
- services to uphold the integrity of the welfare system and minimize the debt levels of people we work with; and,
- leadership across the social sector.

SECTION 1: Key information



1.1 Context

- This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Employment Placement Service contract opportunity.
- This RFP is a single-step procurement process.
- 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

- Here is our timeline for this RFP.

Steps in RFP process:	Date:
Deadline for Questions from suppliers:	20 May 2016
Deadline for the Buyer to answer suppliers' questions:	27 May 2016
Deadline for Proposals:	12.00pm 9 June 2016
Unsuccessful Respondents notified of award of Contract:	21 June 2016
Anticipated Contract start date:	1 July 2016
- All dates and times are dates and times in New Zealand.



1.3 How to contact us

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

Name: Greg McGirr

Title/role: Regional Contracts Manager

Email address: greg.mcgirr001@msd.govt.nz



1.4 Developing and submitting your Proposal

- This is an open, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- Take time to read and understand the RFP. In particular:
 - develop a strong understanding of our Requirements detailed in [Section 2](#).
 - in structuring your Proposal consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- For helpful hints on tendering and access to a supplier resource centre go to: www.procurement.govt.nz / for suppliers.
- 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. Check you have provided all information requested, and in the format and order asked for.
 - h. Having done the work, don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!
-



1.5 Address for submitting your Proposal

- a) Proposals must be delivered in both hard copies and soft copies. We require five hard copies and one soft copy on memory stick. Please send or deliver them to the following address:

For Proposals sent by post:

Tender Box

Greg McGirr – Regional Contracts Manager

Ministry of Social Development

PO Box 27 504

Wellington

For Proposals delivered by hand or courier:

Tender Box

Greg McGirr – Regional Contracts Manager

Ministry of Social Development

195-201 Willis Street

Level 1, Freemason House

Wellington

Proposals sent by fax or email will not be accepted.



1.6 Our RFP Process, Terms and Conditions

- a. Offer Validity Period: In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for 2 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.
 - c. This RFP and associated documents are subject to Government budget approval. Consequently these documents and the RFP and contracting process are conditional on that funding being available and are subject to change, variation or withdrawal.
-



1.7 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at 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.
-

SECTION 2: Our Requirements

2.1 Background

MSD is committed to reducing the number of working age people who need to rely on a benefit, as a means of improving economic independence and social wellbeing. We are currently seeking services to assist our clients to move towards and into sustainable employment. The aim is to draw on expertise within the Non-Government Organisation (NGO) and private sectors to achieve this.

2.2 What we are buying and why

MSD is seeking proposals to be submitted that are aimed at providing tailored interventions that will support clients to achieve sustainable employment.

The Service will be delivered to clients from Hutt Valley Work and Income service delivery sites in the Wellington Region and is expected to achieve 200 participant placements per annum. The Work and Income Service Centres in the Hutt Valley cover, Upper Hutt, Naenae, Wainuiomata and Lower Hutt Community Links.

All participant referrals to the service will be direct from Work and Income.

We are seeking an end to end intervention to meet specific individual client needs to overcome barriers to achieving successful sustainable employment outcomes.

Employment Placement and Support

The aim is to support clients into employment that result in a sustainable exit from benefit. Clients will receive expert employment related training and up skilling that will successfully assist the client into employment. Once employment is achieved both the client and employer will receive intensive post placement support for up to 365 days. During this time the Provider will support the needs of both the client and the employer, where appropriate, to create a sustainable employment environment.

The outcome targets of this service are at least 70% of clients will achieve a benefit exit as a result of sustainable employment.

2.3 What we require: the solution

2.3.1 MSD requires interventions to better meet the needs of participants (the programme to fit the participant rather than the participant to fit the programme). Referrals will be made from a range of client cohorts and we are seeking outcomes on the basis of:

- Job Seeker Support clients;
- Sole Parent Support Clients; and
- Job Seeker – Health Condition, Injury or Disability clients.

2.3.2 MSD requires Respondents who can deliver a flexible modular programme that can be adapted and tailored to meet the specific needs of each participant.

Modules should include:

Module 1 – Motivation, Assessment and Planning

This includes, motivating participants to engage positively in the intervention and to actively seek employment; assessing the participants' needs to develop a pathway plan specific to the participant and identifying which modules are to be delivered to individuals. The Provider will be expected to provide the Ministry with a copy of the pathway plan.

Module 2 - Work Preparation

Components to this module could include, but is not limited to the following:

- Preparing CV/ covering Letter;
- Job search techniques and understanding of job suitability;
- Interview preparation, interview skills and approaches for responding to interviewers;
- Personal presentation;
- Work experience opportunities;
- Managing childcare;
- Managing travel/transport;
- Managing disclosure of criminal convictions;
- Drug and alcohol use – effect on employment; and,
- Budgeting advice.

Module 3 - Industry Specific Training

Employment related training that would add value for the participant for their job search and sustainability of employment. Training in specific skills for industries for which it has been assessed that the participant would be suitable. Gaining of a licence, certificate, NZQA recognised unit standard or similar recognition of on-going value to employers that will assist in longer term employment opportunities wherever practicable.

Module 4 - Work Search and Employment Placement

The Provider will assist all programme participants to achieve suitable and sustainable employment by:

- providing on-going support and guidance to service participants after the initial service delivery period;
- arranging interviews for participants with employers;
- identifying and linking service participants to employment opportunities; and, or
- looking at other job opportunities to avoid the return to benefit through networks.

Module 5 - Post Placement Support

The Provider will deliver post-placement support for up to 12 months to participants who have been successful in securing employment. This will assist participants with the transition from unemployment to work by ensuring that they receive timely and on-going assistance as appropriate and requisite support to adjust to working life.

2.3.3 Services will ideally be delivered from the Hutt Valley area.

2.3.4 It would also be an advantage if Respondents could operate on a rolling intake basis with open entry/open exit rather than programmes with fixed start and end dates.

2.3.5 Respondents may wish to submit proposals to deliver to a specific MSD client cohort including one or more of the following:

- Sole Parents;
- Health Condition, Injury or Disability clients;
- Youth (18 to 24 year olds);
- Maori and/or Pacific;
- Long term unemployed males;
- Prison releases; and/or,
- Clients with a refugee or migrant background.

2.3.6 Respondents will be able to demonstrate proven experience in arranging additional support within their own organisation or through sub-contracting for the following:

- Mental health support;
- Drug and/or alcohol management support;
- Drivers Licences;
- "Site Safe" or other health and safety, industry requirements;
- Literacy / numeracy assessment and support, and/or
- Language issues.

2.3.7 Demonstrate how they will deliver the Employment Placement Service, including what services will be provided to support working age clients on a Work and Income main benefit to enter sustainable employment.

2.3.8 Demonstrate how the style of delivery will acknowledge and consider the situation of each participant and use an approach that is appropriate, individualised and delivered in a manner sensitive to participants needs, including how the programme will be delivered in an environment that is positive and that encourages individual achievement.

2.3.9 Demonstrate what outcomes have been achieved, specifically for this service or similar services(s), or how the following outcomes will be achieved:

Placement Ratio:

- 70% of clients will achieve a benefit exit as a result of sustainable employment.

2.4 What we require: capacity

MSD requires Respondents that are able to demonstrate:

2.4.1 Proven experience in providing successful employment services or the ability to provide successful employment services.

2.4.2 Evidence of strong links with local employers.

2.4.3 Good links with community / professional organisations and the ability to facilitate access to other services that can help provide further support for clients to overcome barriers to achieving successful outcomes.

2.4.4 Evidence of their ability to work successfully with a range of ethnicities, in particular Maori and Pacific Peoples.

2.4.5 Availability of staff with relevant specialist skills in dealing with clients with the barriers to employment that clients typically face.

2.4.6 Infrastructure and resource availability to ensure appropriate services are delivered and in particular the ability to deliver services that are either local to the client or a mobile service.

2.4.7 Ability to maintain good quality data and good document filing systems and secure private information.

2.4.8 Ability to maintain good administration practices including the ability to administer reimbursement of travel payments, clothing and/or equipment required for interview or job placement and overhead costs for participants of the programme.

MSD Approvals: Providers must have at least a Level 4 Ministry Approval and this is to be maintained for the term of the Agreement. The Level 4 Standards and Application Form can be found at: <http://www.msd.govt.nz/what-we-can-do/providers/approvals/index.html>.

2.4.9 MSD requires respondents to either:

- (a) Evidence that at the date this RFP was issued they have MSD Approval at Level 1, 2, 3 or 4; or
- (b) Demonstrate their organisation has:
 - (i) Robust processes around staff vetting and training; and
 - (ii) A history of operational and financial stability as evidenced by their latest audited accounts and any other relevant material;
 - (iii) And confirm that if successful they will start the Approvals process and obtain Level 4 Approval prior to the start of the agreement (or by a date otherwise agreed with the MSD relationship manager).

2.5 What we require: relationship management

MSD requires Respondents that can:

2.5.1 Show they are able to work professionally and effectively with MSD.

2.5.2 Show they have processes in place for effective problem resolution and appropriate escalation of issues arising from service provision.

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 that will be used is weighted attribute (weighted criteria). This means that all Proposals that are capable of full delivery on time will be shortlisted. The Proposal that scores the highest will likely be selected as the Successful Respondent.

3.2 Evaluation criteria

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

Criterion	Weighting
Proposed solution: How Respondents will deliver the scope of the services required under the Employment Placement Service as outlined in part 2.3.	45%
Respondent Capacity: Demonstrated capacity and capability of provider to deliver the services as outlined in part 2.4.	35%
Relationship Management: How respondents show they can work effectively with MSD, resolve problems and escalate issues arising from service provision.	20%
Total weightings	100%

3.3 Scoring

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

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

3.4 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.

- reference check the Respondent organisation and named personnel;
- other checks against the Respondent e.g. Companies Office;
- interview Respondents;
- request Respondents make a presentation;
- arrange site-visits;
- inspect audited accounts for the last three financial years;
- undertake a credit check.

SECTION 4: Pricing information

4.1 Pricing information for Employment Placement Service

Payment Type	Payment Amount (GST Exclusive)
Module 1 Motivation, Assessment and Planning	\$250.00 per participant (Subject to completion of assessment and pathway plan)
Module 2 Work Preparation	\$500.00 per participant (Subject to completion of Work Preparation component completed and submitted to the Ministry)
Module 3 Industry Specific Training	\$850.00 per participant (Subject to verification/confirmation of minimum of 1 certificate/qualification/licence achieved – passport with industry based certification completed)
Module 4 Work Search and Employment Placement (Incentive Payments)	\$800.00 per approved placement at 3 months (Exit off benefit or obtaining employment which aligns with work obligations)
Module 5 Post Placement Support	\$600.00 per participant at 6 months and \$1,000.00 at 12 months (Sustainable exits off benefit and where client has not returned onto benefit for more than 10 days).

4.1.1 All figures are to be in \$NZ and stated exclusive of GST.

4.1.2 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.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The Proposed Contract that we intend to use for the purchase and delivery of the Service will incorporate the framework terms and conditions applicable to outcome agreements between government agencies and NGOs.

A copy of the framework terms and conditions is available at:

<http://www.business.govt.nz/procurement/procurement-reform/streamlined-contracting-with-ngos/contracting-framework-user-guides-and-templates#FTC>.

In submitting your Proposal you must let us know if you wish to question and/or negotiate any of the framework terms or conditions, 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 framework terms and conditions in in full.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.

This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, paragraph 1.6. Check to see if any changes have been made for this RFP.

Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.' Definitions are at the end of this section.

If you have any questions about the RFP-Terms please email our Point of Contact.

Standard RFP process



Preparing and submitting a proposal

Preparing a Proposal

Respondents are to use the 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

- satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.

There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

Offer Validity Period

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

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Respondents' Deadline for Questions

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.

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.

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.

In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

Submitting a Proposal

Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.

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:

- true, accurate and complete, and not misleading in any material respect
- does not contain Intellectual Property that will breach a third party's rights.

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.

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

Evaluation panel

The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to

evaluate any Proposal, or any aspect of any Proposal.

Third party information

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.

Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.

To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

Buyer's clarification

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.

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.

Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

Evaluation and shortlisting

- 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:
 - 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
 - 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:
 - the results from reference checks, site visits, product testing and any other due diligence
 - 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)
 - any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - 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.



Negotiations

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.

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.

Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



Respondent's debrief

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.

The debrief may be provided by letter, email, phone or at a meeting. The debrief will:

- provide the reasons why the Proposal was or was not successful
- explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
- indicate the Proposal's relative strengths and weaknesses
- explain, in general terms, the relative advantage/s of the successful Proposal
- seek to address any concerns or questions from the Respondent
- seek feedback from the Respondent on the RFP and the RFP process.



Notification of outcome

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



Issues and complaints

A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.

The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.

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.

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



Standard RFP conditions

Buyer's Point of Contact

1. 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.

2. 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.
3. 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.
4. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

Conflict of Interest

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

Ethics

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.

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.

The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

Anti-collusion and bid rigging

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.

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.

Confidential Information

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.

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.

Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.



Confidentiality of RFP information

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.

A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

Costs of participating in the RFP process

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

Ownership of documents

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.

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.

Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

No binding legal relations

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:

- the Respondent's declaration in its Proposal
- the Offer Validity Period
- the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
- 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)
- the standard RFP conditions set out in paragraphs 6.13 to 6.26
- any other matters expressly described as binding obligations in Section 1, paragraph 1.6.

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

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.

Elimination

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:

- the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
- the Proposal contains a material error, omission or inaccuracy



the Respondent is in bankruptcy, receivership or liquidation

the Respondent has made a false declaration

there is a serious performance issue in a historic or current contract delivered by the Respondent

the Respondent has been convicted of a serious crime or offence

there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent

the Respondent has failed to pay taxes, duties or other levies

the Respondent represents a threat to national security or the confidentiality of sensitive government information

the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

Buyer's additional rights

Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:

- amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
- make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.

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.

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.



New Zealand law

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

Disclaimer

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.

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.

To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

Precedence

Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:

Section 1, paragraph 1.6

Section 6 (RFP-Terms)

all other Sections of this RFP document

any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.

If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.

Business Day Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.

Buyer The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.

Competitors Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.

Confidential Information 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.
Conflict of Interest	<p>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:</p> <ol style="list-style-type: none"> 1. actual: where the conflict currently exists. 2. potential: where the conflict is about to happen or could happen, or 3. perceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for	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,

Proposal (RFP)	appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.