



The Ministry of Education

Request for Proposals



Network of Expertise Services - Commence 1 March 2021 until 31 December 2023

RFP released: 27 November 2020
Deadline for Questions: 17 January 2021
Deadline for Registrations: 12pm 21 January 2021

The Ministry of Education
Mātauranga House
33 Bowen St
Wellington, 6011

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This opportunity in a nutshell

The Ministry of Education (the Ministry) is seeking proposal for 'Networks of Expertise' (NEX).

What we need-

Networks of Expertise enable peer-to-peer networks to deliver support for teachers and kaiako. Networks and associations help teachers and kaiako, schools and kura to access support from within the teaching profession and strengthen collaboration.

The Ministry of Education is seeking to appoint Networks of Expertise (peer to peer teaching networks and associations) across Aotearoa New Zealand who will collaboratively provide and enable on-going advice and guidance to build capability and adaptive expertise for teachers.

Networks of Expertise aim to support peer to peer teaching networks to become an innovative and sustainable form of Professional Learning and Development (PLD), providing just-on-time teaching, learning and assessment support through means such as online forums, resource sharing, inquiry clusters and face to face collaboration opportunities. A Network Hub will provide leadership and coordination at a national level.

What we don't want

Proposals from respondents without demonstrated experience in delivering education related services. Proposals from organisations that are not teacher or Kaiako led.

Networks that are focussed primarily on Māori Medium settings or te reo Māori teachers in English Medium settings, as this role is filled by the separate Kahu Pūtoi initiative. More information on Kahu Pūtoi can be found here <https://www.kahuputoi.org.nz/>

We are not seeking multiple applications from regional branches or off-shoots of national networks. Networks should collaborate so that a single application is submitted by organisations which have the same focus.

What's important to us

The Ministry has an important task in supporting the system to change in ways that support equity and excellence, and that will only be achieved by working alongside teachers and kaiako, and schools who are strongly connected to their communities. In a practical sense, Networks of Expertise need to be connected to and engaged with Iwi Māori, who are essential for development of local curriculum informed by mātauranga Māori. Alongside this, they need to be connected to a wide network of practitioners in a range of schools, as well as being able to draw on and learn from expertise in their area of specialism that exists outside of the schooling sector.

Changes to the NEX from 2021 will support strategic shifts in the system, in particular the intent of changes to NCEA and the introduction of Aotearoa New Zealand's Histories, learn from the previous round of support to NEX, and make a greater contribution to the original policy intent of strengthening collaborative capability in the sector.

The Ministry is looking for genuine partnerships with credible networks and associations who have the capability, experience and infrastructure to work in a collaborative manner with the Network Hub, other teacher and principal groups and organisations and local Ministry area office staff to support teachers to deliver equity and excellence in their areas of expertise.

Why should you bid?

Improving learning and well-being for all learners in Aotearoa New Zealand is all our responsibility. The people who work closest with learners have a unique understanding of their needs, and ability to make a difference. Deepening collaboration across schools and networks promotes the sharing of the great practice that exists, and the Networks of Expertise is a way to get the support to do this.

This is an opportunity to provide help to education services that might not otherwise have the resources to seek this specialist assistance.

A bit about us

The Ministry's vision is to see all children and students succeed personally and achieve educational success. The starting point for this is an enduring 30-year vision for the future of education in New Zealand.

Whakamaua te pae tata kia tina

Take hold of your potential so it becomes your reality

We are descendants of explorers, discoverers and innovators who used their knowledge to traverse distant horizons. Our learning will be inclusive, equitable and connected so we progress and achieve advances for our people and their future journeys and encounters

Whaia te pae tawhiti kia tata

Explore beyond the distant horizon and draw it near!

Our vision is grounded in New Zealanders' aspirations for education – to enable every New Zealander to learn and excel, to help their whanau and communities thrive and to build a productive and sustainable economy and an open and caring society.

This vision is the anchor of the Education Work programme, and the objectives and priorities that places of learning will focus on across the education system.

The vision has five key objectives:

- Learners at the centre
- Barrier free access
- Quality teaching
- Quality inclusive public education and
- 21st century learning. See Shaping a Stronger Education System.

These build on developing a stronger and more explicit focus on wellbeing, equity and inclusion, a commitment to give practical effect to Te Tiriti o Waitangi, and the need for greater trust and reciprocity with the teaching profession.

The education sector

The Education Sector currently includes the following agencies and crown entities:

- The Ministry of Education
- Teaching Council
- Education New Zealand
- Education Payroll Limited (EPL)
- Education Review Office (ERO)
- Network for Learning Limited (N4L)
- Te Kura (The Correspondence School)
- New Zealand Qualifications Authority (NZQA)
- Tertiary Education Commission (TEC).

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 Network of Expertise procurement 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](#).
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1.2 Our timeline

- a. Here is our timeline for this RFP.

Step in RFP process:	Date:
Deadline for Questions from suppliers:	13 January 2021
Deadline for the Buyer to answer supplier’s questions:	18 January 2021
Deadline for Registrations:	12pm, 21 January 2021
Successful Respondents notified:	19 February 2021
Unsuccessful Respondents notified of award of Contract:	22 February 2021
Anticipated Contract start date:	1 March 2021

- b. All dates and times are dates and times in New Zealand.
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1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
 - b. **Our Point of Contact**
 - Name:** PLD Networks Mailbox
 - Email address:** PLD.Networks@education.govt.nz
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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.
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- h. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!
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1.5 Address for submitting your Proposal

- a. Proposals must be submitted by email to the following address:

PLD.Networks@education.govt.nz



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 two 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.
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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 update the PLD website
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SECTION 2: Our Requirements

2.1 Background

Networks of Expertise support peer-to-peer networks of teachers and kaiako to provide just-in-time teaching, learning and assessment support through means such as online forums, resource sharing, inquiry clusters and face to face collaboration. This form of PLD builds networked, collective capability opportunities.

The Ministry funded six initial Networks of Expertise in 2017 and expanded it to 41 networks from 2018.

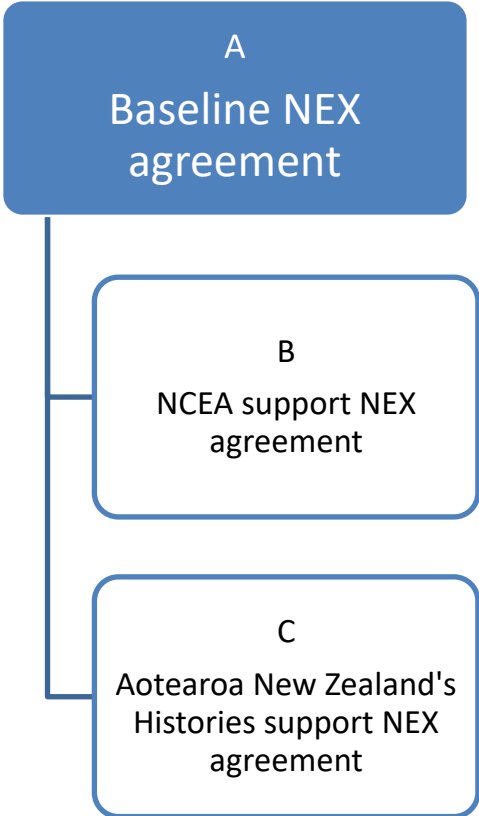
2.2 What we are buying and why

This Request for Proposal is seeking requests from groups of teachers and kaiako which can meet one or more of three desired NEX functions:

1. A baseline Networks of Expertise agreement, which can support any appropriate group of teachers and kaiako to achieve broad outcomes.
2. A National Certificate of Educational Achievement (NCEA) change Networks of Expertise agreement, which is available to support groups of teachers and kaiako, specifically with the NCEA change programme.
3. An Aotearoa New Zealand's Histories Networks of Expertise agreement, which is available to support groups of teachers and kaiako, specifically with the introduction of the updated Social Sciences learning area, including new requirements for teaching Aotearoa New Zealand's histories.

All Networks of Expertise applications will need to meet the baseline NEX criteria

Applicants who meet the criteria for the baseline NEX agreement can apply for one or both of the additional NCEA and Aotearoa New Zealand's Histories agreements.



2.3 Baseline Networks of Expertise agreements

We want to promote well-functioning and collaborative networks to support innovation and high-quality practice for teachers and kaiako, in order to promote akonga progress, learning and wellbeing.

These networks will have an identity based on a shared area of speciality or expertise, which may be a learning area or subject, a focus on working with particular groups of learners, or an approach to pedagogy or curriculum. All of these will need to be consistent with the vision, values and principles of New Zealand curricula. These organisations will ensure:

- There are opportunities for educators to create and promote new knowledge and practice.
- There are opportunities for collaborative learning across workplaces.
- There are mechanisms for engaging teachers in research relevant to the area of expertise of the network.
- The network actively expands its reach and the growth of collective expertise.
- Leadership is grown within the network, to become more inclusive, sustainable and culturally capable.
- The network makes use of a blended approach to delivery and engagement using face to face and digital support.

A Network Hub function which is supported by the Ministry of Education will provide support and guidance to NEX leadership. All NEX will be expected to share and collaborate with the Network Hub and provide information about their activities on a regular basis.

2.3.1 NCEA support Networks of Expertise

Networks supporting NCEA change will have an additional focus on supporting teachers to deliver on the intent of the NCEA changes <https://conversation.education.govt.nz/conversations/ncea-review/change-package/>. We are seeking evidence of capability to support changes for Mana ōrite mō te mātauranga Māori, and strengthen literacy and numeracy requirements in particular. We are looking to support networks that are able to support teachers to build their capability around culturally inclusive NCEA and assessment and aromatawai practice that is respectful to mātauranga Māori. We are also seeking networks that are able to strengthen teacher and learning of literacy and numeracy to support the implementation of the NCEA co-requisite.

2.3.2 Aotearoa New Zealand's Histories support Networks of Expertise

Networks supporting Social Sciences learning area and the new requirements for teaching Aotearoa New Zealand's histories are described later in further detail.

2.4 What we require: the solution

We are seeking to support the development, growth and sustainability of robust networks that provide timely, on-going advice and guidance to build capability and adaptive expertise for teachers.

The NEX will undertake activities that provide peer-to-peer collaborative support for teachers and kaiako, and will strengthen connections within and across the education system.

The NEX will demonstrate and promote the value of building and joining network to all teachers and kaiako. Well-functioning and collaborative networks make a strong contribution to improvement and innovation, and they are part of a system approach to PLD, alongside centrally and school funded PLD.

Members of a network will feel that they own the work of the network and develop a sense of professional identity by belonging to it. They feel it meets aspects of their professional growth needs, whether it be about curriculum or their role. The networks will develop and promote a sense of service to the wider profession, and to learners and communities.

The networks will have leadership and governance structure, and ways to collaboratively deliver activities and services. They will use evidence to inform their decision making and be able to report on the impact of their activities for members, and learners.

2.5 What we require: Baseline Networks of Expertise

We are seeking for the baseline Networks of Expertise, proposals from networks that can demonstrate:

1. An existing organisation to promote networked teacher and kaiako learning and professional support, with a governance and leadership structure.
2. Existing mechanisms to manage resources and organise activities.
3. An existing network of teachers and kaiako across a range of schools and with connections across the learner pathway.
4. Connections with expertise from outside of schools.
5. Demonstrated expertise to work collaboratively to grow teachers' confidence, skills and knowledge to develop rich learning and assessment tasks.
6. Commitment to Te Tiriti o Waitangi.
7. Commitment to the Code and Standards of the Teaching Profession.
8. Significant experience and knowledge of the New Zealand national curricula, at all years along the pathway, to ensure national curriculum requirements are evident in local curriculum.
9. Experience in effectively leading programmes of work for groups of teachers and kaiako.
10. Ability to develop and grow robust networks that provide timely, on-going advice and guidance to build capability and adaptive expertise for teachers and kaiako.
11. Able to promote learning opportunities that make use of and develop digital capabilities.
12. Expertise and experience communicating with groups to teachers and kaiako and building a shared collective identity.
13. Technical experience using appropriate technological tools, such as google suite, skype, Microsoft office and other products.

2.5.1 What we require: NCEA support; Networks of Expertise

Additionally, for the NCEA support Networks of Expertise agreements we are seeking proposals from networks that can demonstrate:

1. Development and promotion of the cultural capability of teachers and kaiako
2. Provision of supports and resources to build teacher capability around culturally inclusive NCEA and assessment and aromatawai practice that is respectful to mātauranga Māori.
3. Provision of supports and resources to strengthen the teaching of literacy and numeracy at all years across the pathway.
4. Capacity to reach beyond existing members and to identify and work with teachers and kaiako that may have low levels of professional support in their subject area.

2.5.2 What we require: Aotearoa New Zealand's Histories support; Networks of Expertise

For the Aotearoa New Zealand's Histories support networks of Expertise agreements, we are seeking proposals from networks that can demonstrate:

1. Capacity to reach beyond existing members and to identify and work with groups of teachers and kaiako that may have low levels of professional support in social sciences teaching and learning that includes Aotearoa New Zealand's Histories, at all year levels along the pathway.
2. Existing relationships with iwi, hapū and mana whenua and strong practices to promote local curriculum development based on a partnership approach to the teaching of social sciences with Aotearoa New Zealand's histories content.
3. Expertise in working collaboratively to grow teachers and kaiako confidence, skills and knowledge to enact a local curriculum that included the required updated social sciences learning area with a focus on Aotearoa New Zealand's histories.
4. Provision of PLD and resources to support teachers and kaiako to safely facilitate difficult conversations in complex contexts.
5. Provide quality resources that support teachers to design rich learning experiences and tasks.

6. Supporting teachers and kaiako and schools to partner with iwi, hapū, and mana whenua to, consistent with Te Tiriti o Waitangi principles and Articles, design a local curriculum that recognises the ownership of local narratives and includes the expertise locally.

2.6 Contract term

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

Description	Years
Initial term of the Contract	Two years and 10 months
Options to extend the Contract	Up to one extension of two years each i.e. 2yrs, 10 months +2 years
Maximum term of the Contract	Five years

2.7 Key outcomes

The following are the key outcomes that are to be delivered.

Description of task for baseline Network Agreements	Indicative date for delivery
<ul style="list-style-type: none"> Number of members including growth/change and plan to recruit/support new teachers and those in remote areas across the pathway Communications with members (nature and frequency) Plan for PLD provision to members – blended or digital delivery encouraged Plan for provision of high-quality resources including adaptable rich tasks for teachers of all years and levels along the pathway. Planned engagement with Iwi, hapū and mana whenua, and community groups Plan for responsiveness to member needs Plan for growing diverse leadership within the network 	30 August 2021
<ul style="list-style-type: none"> Number of members including growth/change and actions to recruit and support new teachers and kaiako and those in remote areas across the pathway Plan to provide membership and resources free of charge to teachers and schools with less resources Regular communications with members (nature and frequency) PLD provision to members – blended or digital delivery encouraged – including evaluation Provision of high quality, culturally-responsive resources including rich tasks that are adaptable to a local curriculum for teachers of all years and levels along the pathway. Evidence of engagement with Iwi, hapū and mana whenua and community groups Evidence of responsiveness to member needs Actions taken to grow diverse leadership within the network 	30 January 2022

<ul style="list-style-type: none"> • Number of members including growth/change and evidence of successful recruitment and support for new teachers and those in remote areas across the pathway • Provision of membership and resources free of charge to teachers and schools with less resources • Regular communications with members (nature and frequency) • PLD provision to members – blended or digital delivery encouraged – including evaluation • Substantial provision of high-quality, culturally-responsive resources including rich tasks that are adaptable to a local curriculum for teachers of all years and levels along the pathway. • Ongoing collaboration with Iwi, hapū and mana whenua and community groups • Processes to ensure ongoing responsiveness to member needs • Diverse leadership of the network evident and growth opportunities provided to members 	30 June 2022
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Description of task for NCEA agreements	Indicative date for delivery
<p>Report on:</p> <ul style="list-style-type: none"> • Plan to identify and support teachers and kaiako that may have low levels of professional support in their subject area • Provision of teaching and assessment resources for NCEA subject area with plan to audit and create new high quality teaching and assessment resources that: <ul style="list-style-type: none"> - will engage learners in rich tasks - provide relevant and culturally responsive contexts - align to and amplify the big ideas in NCEA subject areas - support teaching of literacy and numeracy across the pathway 	30 August 2021
<ul style="list-style-type: none"> • Active support for teachers and kaiako that may have low levels of professional support in their subject area • Provision of some high quality, culturally responsive and adaptable teaching and assessment resources that will engage learners in rich tasks, including resources that support the teaching of literacy and numeracy across the pathway 	30 January 2022
<ul style="list-style-type: none"> • Responsive and comprehensive for teachers and kaiako that may have low levels of professional support in their subject area • Provision of a range of high quality, culturally-responsive and adaptable teaching and assessment resources that will engage learners in rich tasks, including resources that support the teaching of literacy and numeracy across the pathway 	30 June 2022

Description of task for Aotearoa NZ Histories agreements	Indicative date for delivery
<p>Report on:</p> <ul style="list-style-type: none"> • How you help teachers and schools to come together with their community, especially iwi and hapū, to decide how they want to work together, or contribute to local curriculum. • Your planning to support teachers and schools to partner with iwi, hapū, and mana whenua, consistent with Te Tiriti o Waitangi principles and Articles, to design a local curriculum that recognises the ownership of local narratives and includes the expertise locally. • Development of quality resources that include rich learning experiences and tasks to support delivery of Social Sciences learning area across the pathway that includes new requirements for teaching Aotearoa New Zealand's histories. • Examples of providing PLD and resources to support teachers to develop the necessary skills to safely facilitate difficult conversations in complex contexts. 	30 August 2021
<ul style="list-style-type: none"> • Update on 2022 planning, support and guidance for teachers and schools to partner with iwi, hapū, and mana whenua to, consistent with Te Tiriti o Waitangi principles and Articles, to design a local curriculum that recognises the ownership of local narratives and includes the expertise locally. • Update of planning for resources that provide rich learning experiences to support delivery of Social Sciences learning area across the pathway that includes new requirements for teaching Aotearoa New Zealand's histories. • Proposed provision of PLD support and resources in 2022, to support teachers develop the necessary skills to safely facilitate difficult conversations in complex contexts. 	30 January 2022
<ul style="list-style-type: none"> • Provision of a range of PLD supports and guidance for teachers and schools to partner with iwi, hapū, and mana whenua to, consistent with Te Tiriti o Waitangi principles and Articles, to design a local curriculum that recognises the ownership of local narratives and includes the expertise locally. • Provision of a suite of high-quality resources that provide rich learning experiences to support delivery of Social Sciences learning area across the pathway that includes new requirements for teaching Aotearoa New Zealand's histories. • Provision of a range of PLD support and resources to support teachers develop the necessary skills to safely facilitate difficult conversations in complex contexts. 	30 June 2022

Other information

- Payment will be quarterly on invoice.
- New Intellectual Property arising as a result of the Contract will be the property of the purchasing agency.

a. Other tender documents

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

- b.** Proposed Contract i.e. Funding Agreement Schedule 1 and 2 .

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 simple weighted attribute. The Proposals that scores the highest will likely be selected as the Successful Respondents.

3.2 Evaluation criteria

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

Criterion	Weighting
<p>Baseline Networks of Expertise – Fit for Purpose - Can demonstrate</p> <ul style="list-style-type: none"> Operating as an existing organisation that promotes networking teacher and kaiako learning and professional support, with a governance and leadership structure. An existing network of teachers and kaiako across a range of schools and with a credible plan to work across the learner pathway. Number of members including growth/change and plan to recruit/support new teachers and those in remote areas across the pathway 	25%
<p>Capacity</p> <ul style="list-style-type: none"> Connections with expertise from outside of schools. Existing mechanisms available to manage resources and organise activities. Experience in effectively leading programmes of work for groups of teachers and kaiako. Technical experience using appropriate technological tools, such as google suite, skype, Microsoft office and other products. 	25%
<p>Capability</p> <ul style="list-style-type: none"> Significant experience and knowledge of the New Zealand national curricula to ensure national curriculum requirements are evident in local curriculum. Commitment to the Code and Standards of the Teaching Profession, Tātaiko and Tapasā. Ability to develop and grow robust networks that provide timely, on-going advice and guidance to build capability and adaptive expertise for teachers and kaiako. Able to promote learning opportunities that make use of and develop digital capabilities. Expertise and experience communicating with groups to teachers and kaiako and building a shared collective identity. 	25%
<p>Commitment to Te Tiriti ō Waitangi</p> <ul style="list-style-type: none"> Existing or developing relationships with iwi, hapū and mana whenua and strong practices to promote local curriculum development based on a partnership approach. 	25%
Total weightings	100%

Criterion for NCEA NEX proposals	Weighting
<p>Delivery</p> <ul style="list-style-type: none"> A credible plan to reach beyond existing members and to identify and work with teachers and kaiako that may have low levels of professional support in their subject area. 	25%
<p>Capability</p> <ul style="list-style-type: none"> Evidence the network promotes and develops the cultural capability of teachers to promote Mana Orite and develop culturally sustaining teaching, learning and assessment practices; Evidence the network can support teachers to develop culturally sustaining pedagogy and encourage culturally engaged practice in order to help teachers and kaiako to enact the second change of the NCEA Change Programme which means that there is equal status, support and resourcing for mātauranga Māori in NCEA and that greater opportunities for students to follow mātauranga Māori pathways. 	75%

Criterion for Aotearoa New Zealand's Histories NEX proposals	Weighting
<p>Delivery</p> <ul style="list-style-type: none"> A credible plan to reach beyond existing members and to identify and work with groups of teachers and kaiako that may have low levels of professional support in social sciences teaching and learning, that includes Aotearoa New Zealand's Histories. 	25%
<p>Capability</p> <ul style="list-style-type: none"> Capability to support teachers and schools to partner with iwi, hapū, and mana whenua to, consistent with Te Tiriti o Waitangi principles and Articles, design a local curriculum that recognises the ownership of local narratives and includes the expertise locally. Provision of quality resources that support teachers to provide rich learning experiences. Provision of PLD and resources to support teachers to safely facilitate difficult conversations in complex contexts. Expertise in working collaboratively to grow teachers' confidence, skills and knowledge to enact a local curriculum that included the required updated social sciences learning area with a focus on Aotearoa New Zealand's histories. 	75%
Total weightings	100%

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. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience,	9-10

exceeds the criterion	skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	
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.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

3.3 Price

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

A payment sliding scale is in development and it will guide the final funding decisions for services.

If this is a new network, the organisation may be eligible for a one-off payment to assist with setup costs.

3.3.1 NEX Funding Model

To receive Ministry funding for NEX services the minimum requirement is based on the number of participants in the association at time of agreement signing.

Baseline Networks of Expertise can expect annual funding up to the value of \$60,000 to \$120,000, depending on size of membership. If it is a new network, it may be eligible for one off seed funding up to the value of \$20,000.

As well as this payment networks who are successful in providing NCEA support can expect additional annual funding up to the value of \$70,000 and Networks who are successful in providing Aotearoa New Zealand histories can expect additional annual funding up to the value of up to \$120,000.

As well as meeting the minimal requirements a review of volumes will occur at least 6 months prior to the right of renewal of the agreement, with the view to adjust the funding pro-rata for a further two years.

The Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract.

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.

- a. reference check the Respondent organisation and named personnel
- b. interview Respondents
- c. request Respondents make a presentation
- d. complete relevant health and safety checks including, but not limited to, assessing the robustness of the Respondent's health and safety documentation and processes against industry standards.
- e. Evidence of Children's Act policy compliance which includes:
 - The Provider maintaining during the terms of the contract a child protection policy that accords with the requirements of section 19 of the Children's Act 2014. Policy to be provided.
 - The provider undertakes to ensure its Children's Policy is reviewed on a regular basis.
- f. All people involved in delivery or running of the Service will be safety checked prior to any engagement with students, in accordance with Part 3 of the Children's Act 2014. Failure to comply will constitute a breach of contract. Evidence to be provided.

3.5 Optional evaluation process and due diligence

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

- a. reference check the Respondent organisation and named personnel
- b. request Respondents make a presentation
- c. inspect audited accounts for the last three financial years
- d. undertake a credit check
- e. undertake a Police check for all named personnel
- f. complete relevant health and safety checks including, but not limited to, assessing the robustness of the Respondent's health and safety documentation and processes against industry standards.

SECTION 4: Pricing information

4.1 Pricing information

Our pricing information is contained in Section 3.3.1, NEX Funding Model

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

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

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

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

- A. In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- B. This section contains the government's standard 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.
- 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 this section.
- D. If you have any questions about the RFP-Terms please email our [Point of Contact](#).

Standard RFP process



Preparing and submitting a proposal

4.2 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:
 - 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.
- 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.

4.3 Offer Validity Period

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



4.4 Respondents' Deadline for Questions

1. 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.
2. 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.
3. 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.
4. 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.



4.5 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:

1. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
2. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
3. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



Assessing Proposals

4.6 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.

4.7 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.



4.8 Buyer's clarification

1. 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.
2. 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.
3. 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.



4.9 Evaluation and shortlisting

1. 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.
2. 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:
 1. 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
 2. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
3. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:

- 5 the results from reference checks, site visits, product testing and any other due diligence
 - 6 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)
 - 7 any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - 8 any other relevant information that the Buyer may have in its possession.
4. 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.



8.1 Negotiations

1. 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.
2. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - prepare a negotiation plan for each negotiation
 - advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - hold separate negotiation meetings with each Respondent.
3. 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.



8.2 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.



8.3 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.



8.4 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

8.5 Buyer's Point of Contact

- 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.
- 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.
- 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.
- 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.



8.6 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.

8.7 Ethics

1. 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.
2. 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.
3. 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.

8.8 Anti-collusion and bid rigging

4. 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.
5. 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.

8.9 Confidential Information

1. 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.
2. 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.
3. 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.



8.10 Confidentiality of RFP information

1. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
2. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

8.11 Costs of participating in the RFP process

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

8.12 Ownership of documents

1. 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.
2. 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.
3. 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.

8.13 No binding legal relations

1. 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.
2. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
 3. 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.

8.14 Elimination



1. 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:
 1. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 2. the Proposal contains a material error, omission or inaccuracy
 3. the Respondent is in bankruptcy, receivership or liquidation
 4. the Respondent has made a false declaration
 5. there is a serious performance issue in a historic or current contract delivered by the Respondent
 6. the Respondent has been convicted of a serious crime or offence
 7. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 8. the Respondent has failed to pay taxes, duties or other levies
 9. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 10. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

8.15 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:
 1. accept a late Proposal if it is the Buyer's fault that it is received late
 2. 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
 3. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 4. accept or reject any Proposal, or part of a Proposal
 5. accept or reject any non-compliant, non-conforming or alternative Proposal

6. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 7. decide not to enter into a Contract with any Respondent
 8. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 9. 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
 10. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 11. 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:
 1. 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
 2. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



8.16 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.

8.17 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.

8.18 Precedence

1. 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.
2. 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	<p>Information that:</p> <ul style="list-style-type: none"> • is by its nature confidential • is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' • is provided by the Buyer, a Respondent, or a third party in confidence • the Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
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"> i. actual: where the conflict currently exists ii. potential: where the conflict is about to happen or could happen, or ii. 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 Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.