




Request for Proposals

Trade Services Panel

RFP released: Monday, 13 May

Deadline for Proposals: Friday, 7 June

0800 WAIPADC (924 723)
waipadc.govt.nz


Waipā
DISTRICT COUNCIL

Contents

This opportunity in a nutshell	3
SECTION 1: Key information.....	5
SECTION 2: Our Requirements	8
SECTION 3: Our Evaluation Approach.....	11
SECTION 4: Pricing information	13
SECTION 5: Our Proposed Contract	14
APPENDIX 1 Supplier Code of Conduct	15
APPENDIX 2 Indicative Trades Service Spend	17
SECTION 6: RFP Process, Terms and Conditions.....	18



This opportunity in a nutshell

What we need

Waipā District Council currently has a Trade Services Panel, which will expire on 31 July 2024. The panel has delivered excellent value for council and has enabled us to establish some strong relationships with trade service providers. As the panel has demonstrated its success, we have reviewed the approach and are looking to establish a new panel of reliable, professional trades contractors to support us in maintaining the district's assets. We want to establish a panel of Waipā tradespeople who are responsive to our ad hoc requests and take responsibility and pride in the delivery of their work.

Our Trades Services Panel will cover the following trades:

- Carpentry
- Multi Trades contracting
- Plumbing and drainage
- Fencing
- Locksmith
- Signage (signwriting, installation)
- Electrical
- Glazing
- Painting
- Pest Control
- Roofing
- Cleaning
- Weed Control
- Arboriculture
- Light Civils

How we procure goods and services has an impact on our district so as a Council we have developed a procurement strategy that takes local contribution into account. In considering the Strategy we want to support our local Waipā trade services providers. Our definition of a local supplier is: *'a supplier of goods or services that maintains a workforce whose usual place of residency (i.e. where they normally live, sleep and eat) is located within the Waipā District boundary.'* The intention of this definition is to support genuinely local workforces and we see the panel as an opportunity to positively impact local employment in trade services.

We also want to work with our suppliers to contribute to the environmental wellbeing of Waipā. We can enable this through the contracts we award.

What we don't want

We do not want Proposals from contractors who do not meet our definition of 'local' – it's important to us that we are supporting our local Waipā tradespeople.

We do not want Proposals from contractors who are looking for surety of work – this panel is only for ad hoc services that are unplanned and not part of other contracting opportunities.

What's important to us

We are looking for credible tradespeople who are qualified and experienced in their industry and can meet health and safety requirements. You will need to be providing quality service for good value to our ratepayers. You will need to provide us with agreed hourly and call-out rates. You may be working in public areas and facilities or in private homes so your customer service needs to be of a high standard as you will be there on behalf of Council.

It's important to us that you are investing in the local Waipā community, employing local people, providing training and upskilling opportunities.

Pre-conditions to apply are:

- you are prepared to meet the Supplier Code of Conduct (Appendix 1) which Waipā District Council has adopted as a requirement for all its suppliers
- SHE or Totika prequalified
- you have the required level of public liability insurance
- you accept the contract terms and conditions

Why should you bid?

This is an opportunity for you to become a Preferred Supplier to Council. That means you will be on our list of 'first call providers' when we need ad hoc work related to your particular service area. You'll be working in your local area, helping the local community.

Over the term of the last panel Council has spent approximately \$10.8M across the service areas covered by this proposed panel.

A bit about us

The Waipā district lies in the heart of New Zealand's Waikato region and has a resident population of around 46,000 and stretches over 1447 square kilometres.

Our vision: Waipā Home of Champions – Building the Future Together

Our Purpose: To partner the community in promoting the wellbeing of the Waipā District and its people.

We do this by being;

- Connected with our community – ensuring the Waipā community is actively involved in the decisions and actions that affect Waipā.
- Socially responsible – utilising the knowledge and resources within Waipā for the benefit of the whole community.
- Economically progressive – continuing to build a sustainable thriving economy based upon the district's unique characteristics.
- Environmental and cultural champions – building a community that is proud of Waipā's physical and cultural environment.
- In order to deliver on our Vision and Purpose and to our ratepayers, we need good relationships with the tradespeople within our community to help support the community.

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 Trades Panel 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 marketplace 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:		30 May 2024
Assistance with Questions:		
Cambridge office 23 Wilson St	8.30 am – 4pm	21 May 2024
Te Awamutu office 101 Bank St	8.30am – 4pm	22 May 2024
Deadline for Proposals:		7 June 2024
Successful panel Respondents notified		1 July 2024
Unsuccessful Respondents notified		8 July 2024

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



1.3 How to contact us

- a. All enquiries must be directed through our email.
tradespanel@waipadc.govt.nz
 - b. **Our Point of Contact**
Name: Adele Bird
Title/role: Procurement Advisor
-



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 resources on tendering visit www.procurement.govt.nz/suppliers.
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your Proposal, you must use the Response Form provided. This is a Microsoft Word document that you can download.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template for your pricing information.
- h. There is a mailbox limit of 10MB for your response.
- i. Check you have provided all information requested, and in the format and order asked for.
- j. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!



1.5 Address for submitting your Proposal

- a. Proposals must be submitted electronically to the following address:
tradespanel@waipadc.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 90 days 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](#).
-



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 our website.
-

SECTION 2: Our Requirements

2.1 Background and how the panel will work

Council currently has an established trade services panel, which ends on 31 July 2024. This procurement relates to the establishment of the next Trades Panel. The panel will consist of Preferred Trades Services suppliers, who have met our minimum requirements and have demonstrated they can meet the professional standards council requires.

Work will be allocated to the various panel suppliers as Council sees fit. All contractors on the panel will be provided with a Trade Services Panel Contract, essentially an 'As Required' contract. When works are requested, a Service Order will be issued which will detail our requirements for a specific job. In some instances, we will supply the required materials for the services, this will be noted in the Service Order.

For larger or specific projects Council will continue to procure outside of the panel.

Where we do want to engage a panel member for work, we will provide our requirements and except for emergency or very minor works, we will require a written quote based on the rates agreed in our contract.

Being on the panel does not guarantee any level of work, the panel is for ad-hoc requests.

Nothing in this RFP will:

- grant any right to any Preferred Supplier to exclusively provide any or all of the Services to the Council; or
- impose any obligation on the Council to purchase a minimum volume of Services from any Preferred Supplier or to purchase Services that attract a minimum level of charges payable to the Preferred Supplier.

There is no limit to the number of panel members, however all panel members must meet the pre-conditions and achieve a Pass score on evaluation. Our intent is to spread work across the panel where practicable however there is no guarantee of any work.

Where Council considers the work required to be 'specialised' we retain the right to invite quotes or tenders from outside of the panel.

An annual CPI (consumer price index) increase may be applied to the rates in the contract after the initial 12-month period.

2.2 What we are buying and why

The key outcomes that we want to achieve are:

- Reliable, competent contractors able to help us service our ratepayers
- Supporting local tradespeople and businesses
- Agreed rates
- Responsive contractors for when we have urgent requests
- Good relationships with our contractors
- Supporting our suppliers to implement environmental improvements
- Contractors know they are one of our preferred suppliers.

It is intended that the panel will be used for all minor services under \$50,000. Any services required over this value we retain the right to go to open tender process or obtain quotes from several suppliers either on or outside the panel.

2.3 What we require: capability

We are seeking suppliers who are able to demonstrate the following capability in these timeframe categories:

- (a) **Urgent** Requests you must:
 - Respond within thirty (30) minutes
 - Be on-site within two (2) hours
- (b) **Non-urgent** requests you must
 - Respond within two (2) hours
 - Be on-site within twenty four (24) hours
- (c) **General** enquiries you must:
 - Respond within two (2) working days

The categories of services where this timeframe for response is required are:

- Carpentry
- Multi Trades contracting
- Plumbing and drainage
- Locksmith
- Electrical
- Glazing
- Roofing
- Cleaning
- Arboriculture

'**Respond**' means you will acknowledge the request by a phone call to the Waipā District Council staff member requesting assistance for timeframe category (a). '**Respond**' means you will acknowledge the request by phone call or email for timeframe categories (b) and (c).

2.4 Panel term

We anticipate the term of the panel will be for three (3) years, commencing July 2024. The panel will be reviewed at the end of 3 years and re-advertised if it has delivered the desired benefits.

2.5 Other information

We have provided an estimate of spend across the various services as Appendix 2.

2.6 Health and Safety

Existing contractors to Council will be familiar with the requirement to be SHE pre-qualified. To be on the Trades Services panel you will need to be approved with our Health and Safety pre-qualification provider, SHE (<https://payments.sheassure.net/>) or another provider with Totika (<https://www.totika.org/>). If you are not already pre-qualified through SHE/Totika you must be prepared to become pre-qualified in order to be on the panel as we are unable to offer work unless you are health and safety pre-qualified.

There is a fee for being pre-qualified on SHE, the rates are:

Number of Employees	Fee (excl GST)
Less than five	\$280
Between five and twenty-four	\$525
Twenty-five and more	\$1,025

Insurance renewals are \$25 per insurance type per year (excl GST)

For more information, please check out the information on our website:

<https://www.waipadc.govt.nz/our-council/Pages/Health-and-Safety.aspx>

Contractors who have not pre-qualified by the closing date for this RFP and are appointed as a 'Preferred Supplier' will not be allocated any work until they have pre-qualified as we can only allow access to our sites to health and safety qualified contractors.

2.7 Drop-in Sessions

Contractors who are interested in the panel but have some questions, or need assistance in completing the Response Form are welcome to come into the offices on the following days, and our Procurement Advisor will be available to assist you.

23 Wilson St, Cambridge	Tuesday, 21 May	8.30am – 4pm
101 Bank St, Te Awamutu	Wednesday, 22 May	8.30am – 4pm

SECTION 3: Our Evaluation Approach

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

3.1 Evaluation model

To assess your application, we will be using a simple Pass/Fail. A Response Form is supplied for you to complete all of the information we need for evaluation.

3.2 Pre-conditions

Your Response must meet all of the following pre-conditions. Responses which fail to meet one or more of the pre-conditions won't be assessed any further.

#	Pre-conditions
1.	Pre-qualification with SHE/Totika or agree to become pre-qualified
2.	Public Liability insurance to the value of \$2M
5.	Accept the contract terms and conditions
6.	Agree to comply with Supplier Code of Conduct

3.3 Evaluation criteria and scoring

Responses which meet all pre-conditions will then be evaluated on the information provided and given a Pass/Fail score.

Relevant Experience & Track Record

In this section we are looking for you to provide us with 2 examples of work you have completed (for council or other businesses) and 2 referees. This information will demonstrate your ability to perform the Services to the quality standards required, on schedule, and to the Council's satisfaction.

A Pass requires 2 examples and 2 referees who provide positive feedback. Your two examples must demonstrate that you have provided your services to an excellent standard and within the required timeframe.

Qualifications (where relevant)

In this section we need to provide us with any skills and qualifications held by your company or staff, and to note any relevant resources you have that will enable you to undertake services for us.

If you are SHE or Totika Health & Safety pre-qualified, provide a copy of your certification. If you are not pre-qualified you will need to agree to become pre-qualified (this will be required before you can do any work for us).

A Pass requires proof that you and your staff hold the necessary industry qualifications (where relevant) and that you are or agree to become, health and safety pre-qualified.

Environmental

In this section tell us about any environmental processes you might have, such as recycling, carbon emission reduction initiatives, or where you are opting to use non-toxic chemicals. If you have an environmental policy or certification, please provide a copy.

A Pass requires that you have implemented processes to reduce waste, you have implemented recycling and have a focus on reducing your carbon footprint.

Local Impact Statement

Tell us about your involvement in the Waipā community – any community sponsorship or involvement. What employment are you providing, any apprenticeships and training of your staff. Please note the percentage of your staff who are based in Waipā. Please tell us the location of your premises.

A Pass requires that you have staff who live in Waipā and that you have clearly demonstrated involvement in supporting the Waipā community. This may be through sports groups, regular purchasing done locally, on a school board, using other Waipā supplier services etc.

Service Delivery

The RFP identifies the Response Timeframes we may require our services to be delivered within and our requirements for a civil defence emergency. Council has a Supplier Code of Conduct which is a mandatory requirement. Invoicing also requires a Purchase Order to be noted on the invoice and e-invoicing is available.

A Pass requires you to confirm that you will meet the required timeframes and civil defence requirements, and that you will comply with the Supplier Code of Conduct. You will obtain a Purchase Order before undertaking any work and will include this on your invoice.

Rates Schedule

Provide your charge-out rates for the various roles and any other charges such as mileage. If you have any value-add statements around your rates, mileage, material supply margin, etc include them in that section.

3.4 Price

In our procurement we need to make sure we are obtaining value for our ratepayers. We wish to obtain the best value-for-money to help us maintain our assets and continue to provide our services to the community. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity, and price. It's important any materials or goods purchased are at the appropriate level for the asset and will deliver on cost versus whole of life value.

We expect the contractors on the panel will provide Council with competitive pricing for any materials they supply as part of the job ie a reasonable cost + margin.

3.5 Evaluation process and due diligence

In addition to the above, we will carry out 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. credit check.

SECTION 4: Pricing information

1.1 Pricing information to be provided by respondents

Your Response will need you to provide pricing for rates. In submitting the Price you must meet the following:

- a. Use the pricing schedule template provided. Additional pages will not be read, assessed, or considered.
- b. the pricing schedule is to show a breakdown of all costs, fees, and charges.
- c. where the price- or part of the price - is based on fee rates, all rates are to be specified either hourly or daily or both as required.
- d. You need to note all assumptions and qualifications made related to your pricing.
- e. prices should be tendered in NZ\$.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

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

In submitting your Response, you must confirm that you accept the terms and conditions in the Proposed Contract in full.

The contract is structured so that there is an up-front contract and any requests for services will be via a Service Order confirmed by a Purchase Order. It's important for you to note that any work requested by a council staff member must be accompanied by a Purchase Order number before work is undertaken – no work (other than a quote) should be completed without a Purchase Order number being issued by Council. We can only pay invoices which have a Purchase Order noted on the invoice.

This contract is intended to only be used for services up to a value of \$50,000 for each individual request. Works which are expected to be above this value may be put out to invited or open tender.



APPENDIX 1 Supplier Code of Conduct

Our expectations

Waipā District Council is committed to sustainable and inclusive procurement that delivers for the Waipā community and New Zealand. This Supplier Code of Conduct outlines the expectations we have of our suppliers.

We expect our suppliers to apply the same expectations to their parent, subsidiary companies and their subcontractors who provide products or service to us.

Ethical behaviour

We expect our suppliers to:

- Manage their activities and affairs, and conduct themselves with integrity and in accordance with applicable laws, regulations and ethical standards
- Not engage in any form of corruption such as anti-competitive activity, price collusion etc
- Be transparent about their ethical policies and behaviour.

Labour and human rights

We expect our suppliers to:

- Adhere to international human rights standards in their workplace and monitor and address these standards within their supply chain
- Comply with New Zealand employment standards and maintain a workplace that is free from unlawful discrimination.

Health, safety and security

We expect our suppliers to:

- Comply with workplace health and safety laws and regulations and maintain healthy and safe work environments
- Comply with any security requirements notified to them by Council
- Adequately protect any information, assets, tools, and materials provided by Council and return these promptly when requested.

Environmental sustainability

The Council encourages suppliers to establish environmentally responsible business practices and proactively improve their environmental impact and performance. Council expects its suppliers to:

- Conduct their business in accordance with applicable laws, regulations and standards regarding the mitigation of impacts on, and protection of, the environment
- Work to improve their environmental sustainability and reduce their environmental impacts.

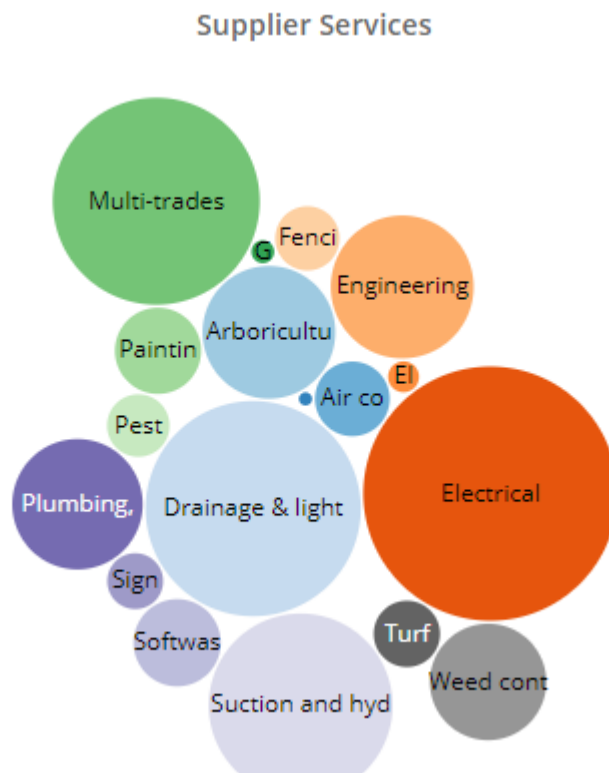
Corporate social responsibility

Council encourages its suppliers to be good corporate citizens and contribute positively to their communities. Some positive things suppliers could do demonstrate they are good corporate citizens are:

- Pay your subcontractors and suppliers promptly
- Seek to engage local subcontractors and suppliers from within the Waipā district as part of your supply chain
- Consciously seek to support or provide meaningful benefit to the Waipā community as part of your day-to-day business approach

APPENDIX 2 Indicative Trades Service Spend

Over the period of the current Trade Services Panel here is where most of the spend has been based:



In total the spend to date across these services has been \$10.8M*.

* We will be removing some of the spend in the electrical area through implementation of a separate maintenance contract.

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 our website 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

- a. The Buyer will base its 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 and any referee checks.

6.9 Notification of outcome

- a. The Buyer will inform all unsuccessful Respondents of the outcome.

6.10 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



6.11 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 our website 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.

6.12 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.



6.13 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.

6.14 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.



6.15 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.15.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 6.15.a. are subject to requirements imposed by the Local Government Office Information Act (1987),





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 a LGOIMA 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.



6.16 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 6.15.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.

6.17 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.

6.18 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.

6.19 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
 - v. the standard RFP conditions set out in paragraphs 6.11 to 6.24
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.19.a. is subject only to the Buyer's reserved rights in paragraph 6.21.

- c. Except for the legal obligations set out in paragraph 6.19.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

6.20 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.



6.21 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.

6.22 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.

6.23 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.

6.24 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 on our website.
- 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 our website 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 weekday 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 A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

Contract The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.

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).

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 Council's website.
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 standard process, terms and conditions that apply to the RFP 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 marketplace 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.