**Template: Request for Proposals (RFP)**

Instructions for Unitec users

* This template is part of MBIE’s suite of Government Model RFx templates. Its use supports consistent procurement practice across the Public Sector and makes it easy for suppliers and providers to work with government.
* It is Unitec New Zealand Limited trading as Unitec Institute of Technology (Unitec)’s standard RFP template. You must not use any other RFP template, other than with the agreement of the Procurement Manager.
* There are restrictions on structural changes that you can make to this template:
* Sections: section headings and the sequence of the sections are not to be changed.
* Section 1: the names and sequence of sub-headings and paragraph numbering are not to be changed.
* Sections 2 to 5: whilst section headings are not to be changed you may develop your own sub-headings within each section as well as content. If, in any of these sections you have complex content e.g. diagrams or imbedded images, consider attaching these in a schedule to the template.
* Section 6: is the government’s standard RFP Process, Terms and Conditions (shortened to RFP-Terms) and is ‘locked down’. You cannot physically change the text. Any variation must be recorded in Section 1, paragraph 1.6. Only the Procurement Manager can authorise a variation to the RFP-Terms and only where there is a good legal or business reason to do so.
* Instructions in red font are tips to help explain what is expected. Sections for you to add text and complete are highlighted in yellow. Remember to remove all highlighting and delete all red text once you have finished. The last task is to update the contents page. Right click on the contents list and select ‘update field’ then ‘update the entire table’ then ‘ok’.
* If you would like assistance in preparing your RFP, or a constructive peer review of your draft, please contact the Procurement Manager.
* You may add additional pages as appendices to suit. E.g. detailed specification, drawings, spreadsheet for pricing schedule and any other related information.
* Please do not forget to attach Unitec standard terms and conditions.

**PLEASE DELETE THIS PAGE BEFORE YOU ISSUE THE RFP TO THE MARKET**

|  |
| --- |
| Unitec Institute of Technology - Badges - CredlyApril 2022**Request for Proposals (RFP)** |
|   |

[Insert name of procurement project]

RFP released: DD MM YY

Deadline for Questions: TIME DD MM YY

Deadline for Proposals: TIME DD MM YY

**Unitec New Zealand Limited trading as Unitec Institute of Technology**

**Mt. Albert Campus**

**139 Carrington Road, Auckland 1025**

**Private Bag 92025, Victoria Street West, Auckland 1142**

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**This opportunity in a nutshell**

**User instructions**: ‘In a nutshell’ is a short, snappy summary about this procurement. Aim to quickly inform the market about what you need and why suppliers should bid. This snapshot is your chance to sell the opportunity to businesses.

What we need

**User instructions**: The market needs to know what you are looking to procure. Clearly summarise what this is in one or two paragraphs. Make it short, snappy and succinct. Avoid jargon and acronyms. You can include a little bit of background, if relevant.

**[Example:** *Skills Education for All* is a new initiative that aims to improve people’s level employability and to make a good living. Unitec is seeking to appoint lead providers in priority areas who will be responsible for the day-to-day oversight of the programme and delivery. Unitec will provide leadership and coordination at a leadership level.]

What we don’t want

**User instructions**: The market needs to know what is out of scope. Include this section if there are clearly outcomes or tasks that are not required.

**[Example:** We do not want theoretical Proposals about abstract or speculative approaches to improving skills education in the community.]

What’s important to us

**User instructions**: The market needs to know how you will evaluate responses. Are you looking for the best value-for-money over whole-of-life? Are you interested in new ways of doing things and new ideas? Alert the market now if there are pre-conditions that must be met. It’s best to simply refer to the pre-conditions in Section 3 rather than including them in full here.

**[Example:** Unitec is looking for credible providers who have the capability, experience and infrastructure to deliver *Skills Education for All* in the community. They need to have a good track record in the management and implementation of skills related education programmes and effective networks and strong relationships within the local community.]

Why should you bid?

**User instructions**: Motivate suppliers to bid. What’s in it for them? What difference can they make? Why is your work worthwhile?

**[Example:** This is a unique opportunity to be part of a major New Zealand education initiative. Lead providers will support local leaders to implement voluntary initiatives that encourage individuals to upskill trade knowledge and be able to secure a job. Through investment in community partnerships and a skilled workforce, you will empower these communities to find local solutions to local needs.]

A bit about us

Unitec New Zealand Limited trading as Unitec Institute of Technology (Unitec) is a subsidiary of Te Pūkenga – New Zealand Institute of Skills and Technology (NZIST), a Crown owned tertiary education institute established under the Education and Training Act 2020. Our core business is the provision of relevant, high-quality vocational education and training, and openness to mutually beneficial collaboration with different stakeholders.

Unitec currently operates from a number of sites spread across Auckland. We welcome learners from all educational backgrounds and age groups, providing opportunities for them to progress from one level of qualification to the next.

Our mission is to deliver vocationally focused tertiary education, research and technology transfer that ensures Auckland's economy, graduates, employers and communities have the capability and skills to achieve their potential.

# SECTION 1: Key information

|  |  |
| --- | --- |
| F:\ICONS GMRFx\Icons_Location.png | * 1. **Context**
1. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the [insert name of procurement project] contract opportunity.
2. This RFP is a [single-step OR the second step in a multi-step] procurement process.
3. 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.](#S6_Definitions)
 |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Calandar.png | * 1. **Our timeline**
1. Here is our timeline for this RFP.

**Steps in RFP process:** Last date for Questions from suppliers: [Date][Date of the supplier briefing session:] [Date]Deadline for Proposals (Closing Date): [**time**][**Date**][Shortlisted Respondents’ presentations:] week starting [Date] [Shortlisted Respondents’ site visits:] week starting [Date] Anticipated Contract start date: [Date] 1. All dates and times are dates and times in New Zealand.
2. All dates and times are indicative to the extent that the dates and times may be subject to change due to a force majeure event or any other circumstance outside the Buyer’s control.  For the avoidance of doubt, this includes any change to or continuance of Covid-19 Alert Levels determined by the New Zealand Government.
 |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Contact book.png | * 1. **How to contact us**

**Instructions:** There are two options. Choose one and delete the other.**OPTION ONE**1. **This RFP is issued via GETS. Any and all enquiries or clarifications must be submitted via GETS under ‘Questions & Answers’ tab of GETS web page. Any direct inquiry and or clarification made to or contact person, or any other person at Unitec, in any form of communication will not be answered.**
2. [If you would like to attend our supplier briefing session please email our Point of Contact to register.] Delete if not applicable
3. **Our Point of Contact** Delete if not to be included with GETS option

**Name:** [insert the name of the contact person] **Title/role:** [insert their title or role and the unit they work in]  **Email address:** [insert email address]**OPTION TWO**1. All enquiries must be directed in writing to our Point of Contact. We will manage all external communications through this Point of Contact and only in writing.
2. [If you would like to attend our supplier briefing session please email our Point of Contact to register.]
3. **Our Point of Contact**

 **Name:** [insert the name of the contact person] **Title/role:** [insert their title or role and the unit they work in] **Email address:** [insert email address] |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Pencil.png | * 1. **Developing and submitting your Proposal**
1. This is an [open/closed], competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
2. Take time to read and understand the RFP. In particular:
3. Develop a strong understanding of our Requirements detailed in [Section 2](#S2_Requirements).
4. In structuring your Proposal consider how it will be evaluated. [Section 3](#S3_Evaluation) describes our Evaluation Approach.
5. 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.](#S1_Contact) If this RFP has been issued via GETS, you must contact us via GETS.
6. In submitting your Proposal you must use the Response Form provided.
7. You must also complete and sign the [declaration](#Suppliers_declaration) at the end of theResponse Form.
8. [You must use the attached pricing schedule template for your pricing information.]
9. [Insert any additional instructions here e.g. 2 envelope system, mailbox size limit, limit on number of pages and font size, format for soft copies etc.]
10. Check you have provided all information requested, and in the format and order asked for.
11. Having done the work don’t be late – please ensure you get your Proposalto us before the [Deadline](#Closing_date) for Proposals!
 |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Home.png | * 1. **Address for submitting your Proposal**

**Instructions:** There are two options. Choose one and delete the others.**OPTION ONE: submit Proposal electronically** 1. Proposals must be submitted by email/electronically to the following address:

[insert applicable Unitec email address, this needs to be a generic procurement email address and not of any individual staff member]1. Proposals sent to any other email address other than the specified above (a), by post or fax, or hard copy delivered to our office, will not be accepted.
2. Maximum file size must not exceed 20MB
3. **Subject line of your email submission must display your company name along with this RFP Subject Description**.

**OPTION TWO: deliver hard copies with soft copy**1. Proposal must be delivered in both hard copy and soft copies. We require [insert number] hard copies and [insert number] soft copy/s on disk or memory stick. Please send or deliver them to the following address:

**For Proposals sent by post: [please delete this option if you select delivery by hand/courier]**[insert name of procurement project][insert name of responsible officer – Room Number xxxx]Unitec New Zealand LimitedPrivate Bag 92025Victoria Street West 1142, Auckland**For Proposals delivered by hand or courier: [please delete this option if you select delivery by post]**Tender Box[insert name of procurement project][insert name of responsible officer]Unitec New Zealand Limited trading as Unitec Institute of TechnologyMt. Albert Campus, Building XXX139 Carrington Road, Mt. Albert, Auckland 10251. Please print Proposals double-sided and minimise the use of non-recyclable materials.
2. Proposals sent by fax or email will not be accepted.
 |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Key.png | * 1. **Our RFP Process, Terms and Conditions**
1. **Offer Validity Period**: In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for [insert number] calendar months from the Deadline for Proposals.
2. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#S6_Terms). We have made the following variation/s to the RFP-Terms:

**Appendix 1**: * Please refer to Appendix 1 to this RFP where we have detailed variation/s to the RFP Terms.

**Force Majeure Events**: * In this RFP, a “force majeure event” refers to an event that is beyond the reasonable control of Unitec.
* Without limiting anything else in these RFP Terms, Unitec will not be liable to any Respondent/s for any failure to perform its obligations under these RFP Terms to the extent the failure is due to a force majeure event.
* If a force majeure event occurs, Unitec may cancel the RFP immediately by giving notice to all Respondents.
 |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Cut.png | * 1. **Later changes to the RFP or RFP process**
1. 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 notify any supplier that we consider may be affected by the change or additional information.
2. [If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.]
 |

# SECTION 2: Our Requirements

**Instructions:** This is where you describe what it is you want to purchase – your Requirements. Requirements are sometimes called: scope of work, terms of reference, statement of work, description of services, specification of goods etc.

**You should be able to copy the Requirements from your business case or procurement plan. Make sure your Requirements link directly to your evaluation criteria and weightings which link directly to the information requested in the Response Form.**

* Explain concisely and in plain English, what you need and the outcome/s you are looking for. Think about the 5 Rs of procurement: right quality, quantity, price, place and time.
* With an RFP the Requirements should be written from a performance (outcomes based) perspective, rather than conformance (inputs based) perspective. This means that the outcomes achieved, or performance, is the driver. This provides flexibility for Respondents in how they propose to deliver the outcomes. It means that you are open to new ideas and innovative alternative solutions.
* Avoid describing goods or services by their design characteristics or brand names if at all possible.
* Include reference to any specific legislation or standards that is applicable to this procurement e.g. Health and Safety standards. State whether or not the standard is required or is simply preferred. Mention any security clearance requirements that the Successful Respondent must be able to meet.

**You may also provide your Requirements/Scope of works or Services as an attachment to this RFP**

**Suggested headings:** (Note: delete items that are not relevant)

* 1. **Background**

This procurement relates to the delivery of [insert policy or business outcome that it relates to]. Previously these have been provided by [summarise how the goods or services have been delivered in the past]. Going forward we wish to [insert your strategy for future delivery].

* 1. **What we are buying and why**

This RFP relates to the purchase of [describe the specific goods or services]. The key outcomes that we want to achieve are [insert key outcomes].

* 1. **What we require: the solution**

We are seeking a solution that [describe the specific goods or services required].

* 1. **What we require: capacity**

We are seeking suppliers that are able to demonstrate the following capacity [describe the supplier capacity].

* 1. **What we require: capability**

We are seeking suppliers that are able to demonstrate the following capability [describe the supplier capability].

* 1. **Contract term**

We anticipate that the Contract will commence [insert month and year]. The anticipated Contract term and options to extend are:

|  |  |
| --- | --- |
| **Description** | **Years** |
| Initial term of the Contract | [insert number of years] |
| Options to extend the Contract | [insert e.g. up to two extensions of one year each i.e. X+1+1] |
| Maximum term of the Contract | [insert number of years] |

* 1. **Key outcomes**

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

|  |  |
| --- | --- |
| **Description** | **Indicative date for delivery** |
| [describe first key deliverable / milestone / outcome] | [insert delivery date] |
| [describe next key deliverable / milestone / outcome] | [insert delivery date] |
| [describe next key deliverable / milestone / outcome] | [insert delivery date] |

* 1. **Other information**
1. We estimate the quantity to be delivered is [provide details about quantity].
2. We require the [goods / services] to be delivered at [insert location for delivery].
3. Payment will be [on successful delivery of milestones / at the end of the contract / monthly on invoice].
4. New Intellectual Property arising as a result of the Contract will be our property. You agree not to use such intellectual property in any other work without our express written permission [check against Proposed Contract].
	1. **Other tender documents**

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

1. e.g. architectural drawings
2. e.g. review report.]

# SECTION 3: Our Evaluation Approach

**Instructions:** This is where you describe how Proposals will be evaluated.

**You should be able to copy the Evaluation Approach from your business case or procurement plan. Make sure your Evaluation Approach links directly to your Requirements which links directly to the information requested in the Response Form.**

Our purchasing policy is to provide the best value-for-money over the whole-of-life. This means achieving the right combination of fit for purpose, quality, price and delivery on time. The Evaluation Approach you choose needs to be able to assess Proposals on this basis. Some options are listed below. Make sure your Evaluation Approach, criteria and weightings align with the Requirements and are reflected in the Response Form.

**Suggested headings and content:** (Note: delete items that are not relevant)

* 1. **Evaluation model**

USE WHERE PRICE IS THE ONLY CRITERION The evaluation model that will be used is lowest price conforming. This means that all Quotes that are capable of meeting required specifications, full delivery on time will be shortlisted. The shortlisted Quote that is the lowest price over whole-of-life will likely be selected as the Successful Respondent.

USE WHERE PRICE IS A WEIGHTED CRITERION The evaluation model that will be used is weighted attribute (weighted criteria). Price is a weighted criterion. This means that all Quotes that are capable of full delivery on time and compliant with specifications/required outcome will be shortlisted. The Quote that scores the highest will likely be selected as the Successful Respondent.

USE WHERE PRICE IS NOT WEIGHTED, HOWEVER FACTORED TO CALCULATE VALUE FOR MONEY SCORE OF EACH SUBMISSION. The evaluation model that will be used is Cost Efficiency Ratio Methodology (CERM). It is a simple and objective formula to determine a proposal’s price-quality ratio. CERM (also referred to as Value for Money Quality Score or Price-Quality Ratio) requires that an overall Quality Score is determined by the evaluation panel based on all the non-priced attributes as set by the RFx. From here, this Quality Score is divided by the proposal’s own offered price. In other words, a proposal’s quality is divided by its offered price to determine exactly how much quality will be obtained for each dollar that it is going to cost. The Quote that obtains the highest ratio likely be selected as the Successful Respondent.

Unitec reserves the right to undertake due diligence and use the results of due diligence to inform the evaluation of Quotes.

USE WHERE APPROPRIATE

A ‘two envelope’ system will be used for the evaluation. This means that Respondents must provide all financial information relating to price, expenses and costs in a separate sealed envelope/soft copy folder. The evaluation panel will firstly score each Proposal based on the weighted criteria listed below. Proposals will then be ranked according to their scores. Following completion of the scoring the sealed envelopes containing financial information will be presented to the panel. The panel will then assess which Proposals to shortlist based on best value-for-money over the whole-of-life of the Contract i.e. the scores and the total costs over the whole-of-life of the Contract. Note: Non-adherence to this requirement may jeopardize the validity of the such submission at the sole discretion of Unitec.

* 1. **Pre-conditions** delete if not applicable

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

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

|  |  |
| --- | --- |
| **#** | **Pre-condition** |
| 1. | [Describe any requirement that must be met e.g. a relevant quality standard in relation to a product. To be a pre-condition it must be a requirement that is capable of being fulfilled at the time submitting the Proposal. If you intend to allow Respondents to meet a requirement at a later date then it is not a pre-condition and should not be included here.] |

* 1. **Evaluation criteria**

Proposals [which meet all pre-conditions – delete if no pre-conditions] will be evaluated on their merits according to the following evaluation criteria and weightings.

Note: If you intend to apply weightings you need to include them here. Where you have sub-criteria then state either (a) the sub-criteria are equally weighted, or (b) include weightings for each of the sub-criteria.

If you do not intend to apply weightings then you need to list the criteria in order of importance i.e. most important criterion first. State that the criteria are listed in order of importance with the most important first.

You may amend, add or delete the criterion to suit the procurement project

|  |  |
| --- | --- |
| **Criterion** | **Weighting** |
| 1. **Proposed solution (fit for purpose) – (Methodology)**
 | **xx%** |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| 1. **Capability of the Respondent to deliver (Track Record)**
 | **xx%** |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| 1. **Capacity of the Respondent to deliver (Resources)**
 | **xx%** |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| 1. **Price IF PRICE IS WEIGHTED OTHERWISE DELETE PRICE FROM HERE**
 | **xx%** |
| Insert sub-criteria, if appropriate |  |
| Insert sub-criteria, if appropriate |  |
| **Total weightings** | **100%** |

* 1. **Scoring**

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

|  |  |  |
| --- | --- | --- |
| **Rating** | **Definition** | **Score** |
| **Significantly exceeds** | Significantly exceeds the requirement in a way that provides significant added value | **85, 90, 95, 100** |
| **Exceeds** | Exceeds the requirement in some aspects and or offers some added value | **65, 70, 75, 80** |
| **Compliant** | Has shown an understanding of the requirement to the specified levelCan provide the requirement to the specified level | **50, 55, 60** |
| **Non-compliant** | Does not meet the requirementMarginally deficientMinimal cost or schedule impact to addressMinor negotiation required to achieve requirement | **40, 45** |
| **Non-compliant** | Does not meet the requirementRequirement only partially metAchievement of the requirement will impact on cost or scheduleSignificant negotiation required to achieve requirement | **5, 10, 15, 20, 25, 30, 35** |
| **Non-compliant** | Does not meet the requirementRequirement not met to any degree by the solution offeredNo information provided | **0** |

* 1. **Price**

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

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

* 1. **Evaluation process and due diligence** CHECKS YOU MAY OR MAY NOT MAKE

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.

1. reference check the Respondent organisation and named personnel
2. interview Respondents
3. request Respondents make a presentation
4. arrange site-visits
5. test products
6. inspect audited accounts for the last three financial years
7. undertake a credit check
8. undertake a Police check for all named personnel

# SECTION 4: Pricing information

**Instructions**: Make it clear what level of detail you require in the pricing information and quote. It is recommended that you provide a pricing schedule template (e.g. an Excel spreadsheet) along with the Response Form to make it easier for Respondents to structure their pricing information and for your panel to compare ‘apples with apples’.

**Suggested headings and content:** (Note: delete items that are not relevant)

* 1. **Pricing information to be provided by respondents**

Respondents are to provide their price as part of their Proposal. In submitting the Price the Respondent must meet the following:

1. Respondents are to use the pricing schedule template provided.
2. The pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. [Insert here details of any costs that you want to ensure are captured e.g. freight costs, exchange rate fluctuations etc]. It must also clearly state the total Contract price exclusive of GST.
3. 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.
4. In preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
5. Respondents are to document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
6. Prices should be tendered in NZ$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ$. [If there are foreign exchange implications explain how risk in foreign exchange will be dealt with here.]
7. [Where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.]
8. [Where two or more Respondents intend to lodge a joint or consortium Proposal the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.]
9. Respondents are encouraged to provide suggestions on how they might work with us to minimize costs and/or increase benefits.

# SECTION 5: Our Proposed Contract

**Instructions:** Insert the Proposed Contract. Seek advice from the Senior Legal Counsel as to the appropriate terms and conditions for this procurement.

The Proposed Contract can be a separate document or pdf in which case, provide the reference as to where it can be found.

**Suggested heading and content:** (Note: delete items that are not relevant)

* 1. Standard Terms and Conditions

Unless otherwise agreed in writing with the Respondent or as otherwise set out in this Section 5, any contract with us will be subject to our standard terms and conditions (copy attached – Appendix 2 to this RFP).

* 1. **Proposed Contract**

The following is the Proposed Contract or the Terms and Conditions on which any contract will be based on, 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*** 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](#S1_ProcessTermsConditions). 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](#S6_Definitions) are at the end of this section.
* If you have any questions about the RFP-Terms please email our [Point of Contact](#S1_Contact).
 |
|  **Standard RFP process** |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Pencil.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Date.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Truck.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Check in box.pngF:\ICONS GMRFx\Icons_Search.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Bar graph.pngF:\ICONS GMRFx\ICONS dark grey\Icons_People.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Conversation.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Speaker.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Flag.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Glasses.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Glasses.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Glasses.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Glasses.pngF:\ICONS GMRFx\ICONS dark grey\Icons_Glasses.png | **Preparing and submitting a proposal*** 1. **Preparing a Proposal**
1. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
2. 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 Section1, paragraph 1.6, if applicable).
3. Each Respondent will:
4. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
5. 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
6. 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
7. ensure that pricing information is quoted in NZ$ exclusive of GST
8. if appropriate, obtain independent advice before submitting a Proposal
9. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
10. 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.
	1. **Offer Validity Period**
11. Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.
	1. **Respondents’ Deadline for Questions**
12. 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.
13. 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.
14. 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.
15. 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.
	1. **Submitting a Proposal**
16. 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.
17. 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:
18. true, accurate and complete, and not misleading in any material respect
19. does not contain Intellectual Property that will breach a third party’s rights.
20. 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.
21. Where the Buyer stipulates a two envelope RFP process the following applies:
22. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
23. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has be requested by the Buyer)
24. 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*** 1. **Evaluation panel**
1. 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.
	1. **Third party information**
2. 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.
3. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
4. 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.
	1. **Buyer’s clarification**
5. 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.
6. 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.
7. 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.
	1. **Evaluation and shortlisting**
8. 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.
9. 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:
10. 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
11. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
12. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
13. the results from reference checks, site visits, product testing and any other due diligence
14. 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)
15. any matter that materially impacts on the Buyer’s trust and confidence in the Respondent
16. any other relevant information that the Buyer may have in its possession.
17. 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.
	1. **Negotiations**
18. 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.
19. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
20. prepare a negotiation plan for each negotiation
21. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
22. hold separate negotiation meetings with each Respondent.
23. 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.
	1. **Respondent’s debrief**
24. 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.
25. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
26. provide the reasons why the Proposal was or was not successful
27. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
28. indicate the Proposal’s relative strengths and weaknesses
29. explain, in general terms, the relative advantage/s of the successful Proposal
30. seek to address any concerns or questions from the Respondent
31. seek feedback from the Respondent on the RFP and the RFP process.
	1. **Notification of outcome**
32. 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.
	1. **Issues and complaints**
	2. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
	3. The Buyer will consider and respond promptly and impartially to the Respondent’s issue or complaint.
	4. 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.
	5. 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*** 1. **Buyer’s Point of Contact**
1. All enquiries regarding the RFP must be directed by email to the Buyer’s Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
2. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
3. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
4. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.
	1. **Conflict of Interest**
5. 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.
	1. **Ethics**
6. 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.
7. 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.
8. 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.
	1. **Anti-collusion and bid rigging**
9. 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.
10. 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.
	1. **Confidential Information**
11. 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.
12. 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.
13. 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.
	1. **Confidentiality of RFP information**
14. 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.
15. 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.
	1. **Costs of participating in the RFP process**
16. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.
	1. **Ownership of documents**
17. 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.
18. 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.
19. 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.
	1. **No binding legal relations**
20. 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:
21. the Respondent’s declaration in its Proposal
22. the Offer Validity Period
23. the Respondent’s statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
24. 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)
25. the standard RFP conditions set out in paragraphs 6.13 to 6.26
26. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
27. Each exception in paragraph 6.21.a. is subject only to the Buyer’s reserved rights in paragraph 6.23.
28. 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.
	1. **Elimination**
29. 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:
30. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
31. the Proposal contains a material error, omission or inaccuracy
32. the Respondent is in bankruptcy, receivership or liquidation
33. the Respondent has made a false declaration
34. there is a serious performance issue in a historic or current contract delivered by the Respondent
35. the Respondent has been convicted of a serious crime or offence
36. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
37. the Respondent has failed to pay taxes, duties or other levies
38. the Respondent represents a threat to national security or the confidentiality of sensitive government information
39. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.
	1. **Buyer’s additional rights**
40. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
41. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
42. 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.
43. Despite any other provision in the RFP the Buyer may:
44. accept a late Proposal if it is the Buyer’s fault that it is received late
45. 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
46. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
47. accept or reject any Proposal, or part of a Proposal
48. accept or reject any non-compliant, non-conforming or alternative Proposal
49. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
50. decide not to enter into a Contract with any Respondent
51. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
52. 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
53. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
54. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
55. The Buyer may request that a Respondent/s agrees to the Buyer:
56. 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
57. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.
	1. **New Zealand law**
58. 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.
	1. **Disclaimer**
59. 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.
60. 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.
61. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is $1.
	1. **Precedence**
62. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
63. Section 1, paragraph 1.6
64. Section 6 (RFP-Terms)
65. all other Sections of this RFP document
66. any additional information or document provided by the Buyer to Respondents through the Buyer’s Point of Contact or GETS.
67. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.
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**Definitions**

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

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| --- | --- |
| Advance Notice | A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP. |
| Business Day | Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year’s Day.  |
| Buyer | The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives. |
| Competitors | Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general. |
| Confidential Information | Information that:1. is by its nature confidential
2. is marked by either the Buyer or a Respondent as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, classified’ and/or ‘restricted’
3. is provided by the Buyer, a Respondent, or a third party in confidence
4. 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:* + 1. actual: where the conflict currently exists
		2. potential: where the conflict is about to happen or could happen, or
		3. perceived: where other people may reasonably think that a person is compromised.
 |
| Contract | The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements. |
| Contract Award Notice | Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules. |
| Deadline for Proposals | The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2. |
| Deadline for Questions | The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable. |
| Evaluation Approach | The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable). |
| GETS | Government Electronic Tenders Service available at [www.gets.govt.nz](http://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. |