



7 May 2024

Dear [REDACTED]

Thank you for your request made under the Official Information Act 1982 (OIA), received on 12 April 2024. You requested the following (numbered for ease of response):

- 1. Please provide me with a copy of the documents that Inland Revenue provided to prospective submitted as part of the RFP process referred to on GETS as RFX ID 27630251. This RFP/tender closed on Tuesday, 1 August 2023 and the contact person was Michelle Knapton/TendersMGT@ird.govt.nz.*
- 2. Please provide me with a copy of the winning proposal from each of the three selected providers (Haemata Tāpui Limited, Online Reo Agency Limited, TupuOra Education and Development limited). I understand that you may need to react commercially sensitive information.*

### **Item 1**

Attached is a copy of the documents that were provided to prospective submitters as part of the RFP process. These documents were available with the GETS notice relevant to the Te Arapiki tenders.

The attachment titled Request for Proposal – Te Arapiki is the main document. The attachments marked as appendices A-E are the relevant appendices that are discussed in the main attachment.

### **Item 2**

Consideration has been given on the release of the three winning submissions for Te Arapiki, however releasing the detailed information about the tenderer's business (for example, detailed information about its internal organisation, plans, or products, or explanations as to how it proposes to meet Inland Revenue's expectations and requirements) may confer a competitive advantage on the tenderer's competitors, with a corresponding adverse effect on the tenderer. Competitors could copy or adopt the tenderer's submission in future negotiations or tenders, which would unreasonably prejudice their commercial position.

Releasing information that tenderers would regard as confidential, due to its commercial sensitivity or otherwise, could make tenderers cautious about sharing detailed information with Inland Revenue in the future, which would make it harder for Inland Revenue to make informed

decision about the best tender to award a contract. It could also deter suppliers from participating in Inland Revenue's tender process in the future.

I have therefore decided to withhold the winning proposals for the Te Arapiki contract under the following grounds of the OIA:

- Section 9(2)(b)(ii) – to protect the commercial position of the person who supplied the information or who is subject to the information.
- Section 9(2)(ba) – to protect information which is subject to an obligation of confidence or which any person has or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied.

As required by section 9(1) of the OIA, I have considered whether the grounds for withholding the information requested is outweighed by the public interest. In this instance, I do not consider that to be the case.

### **The Tender Process**

The tender process for the Te Arapiki contract was outlined in the request for proposal (RFP) document and followed Government Procurement Rules. Contracts were awarded to the responses that best met Inland Revenue's evaluation criterion. All tenderers were provided an opportunity to participate in a debrief of their response following contract award. The debrief provided an opportunity for the tenderers to understand the strengths and weaknesses of their submissions and provided feedback to assist with any future contract opportunities. The opportunity for a debrief is still available for any tenderer to request a debrief.

### **Right of review**

If you disagree with my decision on your OIA request, you can ask an Inland Revenue review officer to review my decision. To ask for an internal review, please email the Commissioner of Inland Revenue at: [commissionerscorrespondence@ird.govt.nz](mailto:commissionerscorrespondence@ird.govt.nz).

Alternatively, under section 28(3) of the OIA, you have the right to ask the Ombudsman to investigate and review my decision. You can contact the office of the Ombudsman by email at: [info@ombudsman.parliament.nz](mailto:info@ombudsman.parliament.nz).

If you choose to have an internal review, you can still ask the Ombudsman for a review.

**Publishing of OIA response**

We intend to publish our response to your request on Inland Revenue's website ([www.ird.govt.nz](http://www.ird.govt.nz)) as this information may be of interest to other members of the public. This letter, with your personal details removed, may be published in its entirety. Publishing responses increases the availability of information to the public and is consistent with the OIA's purpose of enabling more effective participation in the making and administration of laws and policies and promoting the accountability of officials.

Thank you for your request.

Yours sincerely



Juliet Glass

**Service Leader - Commercial Services and Strategic Property**



**Inland Revenue**  
Te Tari Taake

Enterprise Services  
Ratonga Hinonga



# Request for Proposal (RFP)

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The Design and Delivery of Learning Assets for Te Arapiki

TEARA - 001

RFP Release Date: 28-06-23  
Deadline for Questions: 11 07-23  
Deadline for Proposals: **12PM** 25-07-23

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## SECTION 1: Purpose of this document

### What we need

Inland Revenue (IR) is looking for a service provider or providers who can deliver a Māori cultural capability learning programme for all our people to support them to transition to completed levels of capability, across four learning kaupapa of:

- Worldviews;
- Tikanga and Systems;
- Role and Responsibilities (including Māori Crown relationships, Te Tiriti o Waitangi); and
- Te Reo Māori.

### What's important to us

It is important we engage a service provider or providers with subject matter expertise across a range of disciplines:

- Te reo me ōna tikanga Māori and Tiriti o Waitangi knowledge, to develop accurate learning assets at a range of levels from foundation to advanced;
- Project/programme management to ensure the successful delivery of learning assets against key milestones;
- Workshop design and facilitation experience
- Change management to support change management activities
- Experience in Agile and co-design

### Why should you bid

This is an opportunity to help shape the learning assets across a government agency which touches on the whole of New Zealand. The assets will better enable a better understanding and competency in Te Ao Māori and Te Tiriti o Waitangi.



## SECTION 2: Context

This is an open invitation to Participants released through the Government Electronic Tender Service (GETS).

### Who we are

Our mission is to contribute to the economic and social wellbeing of New Zealand by collecting and distributing money.

Our vision is to be a world-class revenue organisation recognised for services and excellence.

We will achieve this by:

### OUR OUTCOMES

#### What we want to achieve

- Revenue is available to fund government programmes as people voluntarily meet their payment obligations
- People receive the payments they are entitled to, enabling them to participate in society
- New Zealanders benefit from IR working collaboratively with other agencies, the tax community, and organisations throughout New Zealand

#### Delivering and improving services for our customers and managing our performance:

- We serve the people of New Zealand by making it easy to get things right and hard to get wrong.
- We support the Government to advance work in their priority areas.
- We work with our partners, including key suppliers, to improve services for customers, implement the Government's priorities, and maintain the fairness and integrity of the tax and social policy system.

#### Support He tāngata (our people) in the workplace:

- We attract and retain a capable, diverse, and motivated workforce
- We implement the Government's broader priorities, including wellbeing, diversity & inclusion, pay equity, emissions reduction, and supplier diversity.

**Increasing our Te Ao Māori capability:**

- We support the Crown’s responsibilities under Te Tiriti o Waitangi and uphold the principles of partnership, protection, and participation
- We meet our Treaty obligations, the needs of our Māori customers, and achieve better outcomes for them.

Background information on Inland Revenue can be found at [www.ird.govt.nz](http://www.ird.govt.nz).

Information for our suppliers and prospective suppliers can be found at [www.ird.govt.nz/aboutir/suppliers](http://www.ird.govt.nz/aboutir/suppliers).

**Our timeline**

Our timeline for this RFP is as follows:

Steps in RFP Process	Date
RFP Release:	28 06 23
Deadline for Questions from suppliers:	11 07 23
Deadline for Inland Revenue to answer suppliers’ questions:	17 07 23
Deadline for Responses:	25 07 23, 12:00 PM
Shortlisted Respondents’ presentations:	week starting 28 08 23
Unsuccessful Respondents notified of award of Contract:	09 10 23
Respondents debriefs:	week starting 09 10 23
Anticipated Contract start date:	09 10 23

**How to contact us**

All enquiries regarding this RFP must be directed via email to our Point of Contact (see contact details further down.) We will manage all external communications through this Point of Contact. Participants should quote reference number TEARA-001 in any communication.

Participants should not discuss this RFP with, or direct questions to, IR personnel. Questions will only be accepted via email to the below address. Any breach of this requirement may result in the exclusion of the Participant from the RFP process.

Inland Revenue Point of Contact:

**Name:** Michelle Knapton

**Title/role:** Domain Principal

**Email address:** [TendersMGT@ird.govt.nz](mailto:TendersMGT@ird.govt.nz)

## SECTION 3: The RFP Process

### Developing your proposal

The RFP sets out the step-by-step process and conditions that apply.

Take time to read and understand the RFP. In particular:

- develop a strong understanding of Our Requirements detailed in Section 4.
- in structuring your Proposal consider how it will be evaluated. Section 5 describes our Evaluation Approach.

For helpful hints on tendering and access to a supplier resource centre go to: [www.procurement.govt.nz /](http://www.procurement.govt.nz/) for suppliers.

If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.

If an answer to a question in one section is identical for another, Respondents should repeat the relevant text in the question response area. Do not refer to an answer provided in another section, e.g. "see question 1.1 for response".

Where additional information is needed before an adequate response can be made to any question, please attempt to obtain that information from IR through the process outlined at Section 2 rather than including assumptions in your Proposal. Your Proposal must, however, identify where you have made assumptions, and the impact of those assumptions. A response which is too general, like "it depends upon IR" or "more information required", will be considered inadequate.

### Deadline for questions

Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.

All requests for clarification must be made by email to our Point of Contact. We will endeavour to respond to requests in a timely manner, but not later than the deadline to answer Respondents' questions in Section 2, if applicable.

If we consider 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 we may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.

In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. Inland Revenue will not publish such commercially sensitive information. However, Inland Revenue may modify a request to eliminate such commercially sensitive information and publish this and the answer where Inland Revenue 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.

## Later changes to the RFP or RFP process

If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at [www.gets.govt.nz](http://www.gets.govt.nz).

If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.

## Submitting your Proposal

In submitting your Proposal, you must use:

- the Response Form provided as **Appendix A**. This is a Microsoft Word document.
- the declaration provided as **Appendix B**. This is a Microsoft Word document.
- the excel template for your pricing information, provided as **Appendix C**.

Check you have provided all information requested, and in the format and order asked for. A response must be provided for every requested item of information in this RFP.

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

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

By submitting a Proposal you accept that your Proposal is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 8.

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.

We intend to rely on your Proposal and all information you provide (e.g. correspondence and negotiations). In submitting a Proposal and communicating with us each Respondent should check that all information it provides to us is:

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

Where we require the Proposal to be delivered in hard and soft copies, you are responsible for ensuring that both the hard and soft copies are identical.

Where we stipulate a two envelope RFP process the following applies:

- you must ensure that all financial information and pricing components of your Proposal are provided separately from the remainder of your Proposal,
- 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 us), 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.

### **Address for submitting your proposal**

Proposals must be submitted by email to the following address:

[TendersMGT@ird.govt.nz](mailto:TendersMGT@ird.govt.nz)

Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.

## SECTION 4: Our Requirements

### Background

Te Arapiki is a capability development framework that all staff and leaders in IR and the organisation itself can use to plan, develop and monitor progress and development against Māori Crown capabilities. Te Arapiki means the stairway and is a levels-based training framework to support IR people to uplift their Māori cultural capability. It aligns with Te Arawhiti guidance and Public Sector Act requirements.

### Supplier Attributes

We are open to a single partner or a consortium arrangement to provide the development of learning assets and workshops across New Zealand.

If we feel one provider may not be able to deliver specific assets within the full suite of learning, we may choose to procure multiple providers or work with selected providers to deliver a consortium approach.

While this project is largely driven out of Wellington, wānanga will be delivered across New Zealand, so some travel within New Zealand or national reach will be required. IR is technology enabled and can also utilise tools like MS Teams to support delivery from anywhere in New Zealand.

It is expected the delivery partner or partners will have subject matter expertise across a range of disciplines:

- Tiriti of Waitangi and te reo me ōnā tikanga Māori knowledge, to develop accurate learning assets at a range of levels from foundation to capable, as described in Appendix E;
- Project/programme management to support the IR Te Arapiki Delivery Lead in the successful delivery of learning assets against key milestones
- Learning Design to 'surround' learners with different learning assets and to work with IR to align detailed learning design to IR's 'Learning Cluster' approach to Learning & Development;
- Workshop design and facilitation to develop and deliver learning for staff at Foundation level, and to coach IR staff to deliver these workshops on an ongoing basis;
- Change management – to support the Change Lead and change management activities prior to launch of Te Arapiki;
- Agile and co-design – to support the pull and iterative development (including pilot of learning assets prior to release) and to work with IR and potential multiple vendors.

We expect the provider has immediate capacity to deliver the services sought in this RFP.

### Scope

In scope is the delivery of a range of learning assets to uplift IR staff's Te Ao Māori capability and understanding of Te Tiriti o Waitangi.

## Requirements

While all potential solutions will be considered, IR's preference is for a solution which includes:

- Learning assets to be developed in accordance with the high and mid-level learning design, in partnership with IR;
- Learning asset deliverables that are custom made to be owned by IR and uploaded to existing learning platforms;
- Pre-existing learning assets to be owned or licenced (e.g. te reo Māori) as identified by the provider in this RFP;
- Costs calculated based on estimated time and hours to design and develop assets where possible, with any ongoing costs calculated separately.
- Supporting wānanga and workshops to be developed and delivered in partnership with IR.

The solution should provide learning assets against the subject matter and in the format provided at Appendix E.

IR would prefer to see the first learning assets/opportunities made available to staff no later than Q1, 2024. Dependent of the approach of the successful Respondent(s) this might be either partial or full implementation of the Te Arapiki programme.

## Other information

New Intellectual Property arising because of the Contract will be the property of Inland Revenue. Inland Revenue is looking to share the new Intellectual Property across some other Crown entities where appropriate.

## SECTION 5: Our Evaluation Approach

### Evaluation Model

The evaluation model that will be used is weighted attribute (weighted criteria). Price is not a weighted criterion. This means the Proposal with an overall assessment of best public value over the whole-of-life of the Contract is likely to be selected.

### Pre-Conditions

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

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

#	Pre-condition
1	Must be willing to work with other providers in a partnership model if Inland Revenue selects more than one provider to deliver the learning assets
2	Willing to allow free and unlimited access to new learning assets created (New Intellectual Property arising because of the Contract will be the property of IR).
3	Must be able to deliver workshops within New Zealand.

### Modular Responses

Please indicate which *kaupapa* and *at which levels* you are responding to (refer to Appendix E for additional detail). Please provide information and examples (where available) in your response to support your ability to deliver each level noted below:

Kaupapa	Component	Foundation	Comfortable	Confident	Capable
Worldview	1: My World View   Unconscious Bias				
	2: Māori Worldview				
Tikanga & Systems	3: Māori Structures and Systems				
	4: Tikanga				
Relationships & Responsibilities	5: Māori Crown Relationships				
	6: What are our responsibilities				
Te reo Māori	7: Communicating/ Te reo Māori				



## Evaluation Criteria

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

All Respondents are to complete one, more or all of the following Kaupapa.

Evaluations will be based on the information provided with no preference given to a Respondent who can offer delivery of one or more of the four Kaupapa.

### All Respondents must answer Question 5.

**Please note:** Each Kaupapa will be evaluated independently and combined with your responses at Question 5. IR wishes to obtain the best overall response and will evaluate proposals using the following criteria:

## Respondents are invited to respond to one, more or all of the following Kaupapa:

### 1. Worldview

Worldview	1: My World View   Unconscious Bias
	2: Māori Worldview

#	Criteria	Guidance Notes	Weightings
<b>1.1</b>	<b>Solution</b>		
1.11	Deliverables	Provide details of the proposed deliverables. Are there any off the shelf solutions; what mix of new assets are proposed	25%
1.12	Methodology	Provide details on how the deliverable will be created and then introduced. Include details such as facilitation techniques and change management	25%
<b>1.2</b>	<b>Capability</b>		
1.21	Evidence of Te Ao Māori knowledge/experience	Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response. Detail any direct engagement with the learning subject matter. What experience do you have in learning design, workshop design, facilitation and change management. Provide at least 2 examples of where this has been delivered	15%
1.22	Evidence of previously e-learning assets and in person learning	Provide evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well-received in-person learning opportunities (e.g. workshop/wananga)	15%
<b>1.3</b>	<b>Capability and Capacity</b>		
1.3	Sufficient resources to deliver within our timeframes	Provide CVs to demonstrate nominated personnel have the right capability to deliver and sufficient capacity to deliver within our timeframes, and can meet any changing requirements	10%
	<b>All Criteria Totals</b>		<b>90%</b>

## 2 Tikanga and Systems

Tikanga & Systems	3: Māori Structures and Systems
	4: Tikanga

#	Criteria	Guidance Notes	Weightings
<b>2.1</b>	<b>Solution</b>		
2.11	Deliverables	Provide details of the proposed deliverables. Are there any off the shelf solutions; what mix of new assets are proposed	25%
2.12	Methodology	Provide details on how the deliverable will be created and then introduced. Include details such as facilitation techniques and change management	25%
<b>2.2</b>	<b>Capability</b>		
2.21	Evidence of Te Ao Māori knowledge/experience	Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response. Detail any direct engagement with the learning subject matter. What experience do you have in learning design, workshop design, facilitation and change management. Provide at least 2 examples of where this has been delivered	15%
2.22	Evidence of previously e-learning assets and in person learning	Provide evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well-received in-person learning opportunities (e.g. workshop/wananga)	15%
<b>2.3</b>	<b>Capability and Capacity</b>		
2.3	Sufficient resources to deliver within our timeframes	Provide CVs to demonstrate nominated personnel have the right capability to deliver and sufficient capacity to deliver within our timeframes, and can meet any changing requirements	10%
<b>All Criteria Totals</b>			<b>90%</b>

## 3. Relationships and Responsibilities

Relationships & Responsibilities	5: Māori Crown Relationships
	6: What are our responsibilities

#	Criteria	Guidance Notes	Weightings
<b>3.1</b>	<b>Solution</b>		
3.11	Deliverables	Provide details of the proposed deliverables. Are there any off the shelf solutions; what mix of new assets are proposed	25%

3.12	Methodology	Provide details on how the deliverable will be created and then introduced. Include details such as facilitation techniques and change management	25%
<b>3.2</b>	<b>Capability</b>		
3.21	Evidence of Te Ao Māori knowledge/experience	Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response. Detail any direct engagement with the learning subject matter. What experience do you have in learning design, workshop design, facilitation and change management. Provide at least 2 examples of where this has been delivered	15%
3.22	Evidence of previously e-learning assets and in person learning	Provide evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well-received in-person learning opportunities (e.g. workshop/wananga)	15%
<b>3.3</b>	<b>Capability and Capacity</b>		
3.3	Sufficient resources to deliver within our timeframes	Provide CVs to demonstrate nominated personnel have the right capability to deliver and sufficient capacity to deliver within our timeframes, and can meet any changing requirements	10%
<b>All Criteria Totals</b>			<b>90%</b>

#### 4. Te Reo Māori

Te reo Māori

7: Communicating/ Te reo Māori

#	Criteria	Guidance Notes	Weightings
<b>4.1</b>	<b>Solution</b>		
4.11	Deliverables	Provide details of the proposed deliverables. Are there any off the shelf solutions; what mix of new assets are proposed	25%
4.12	Methodology	Provide details on how the deliverable will be created and then introduced. Include details such as facilitation techniques and change management	25%
<b>4.2</b>	<b>Capability</b>		
4.21	Evidence of Te Ao Māori knowledge/experience	Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response. Detail any direct engagement with the learning subject matter. What experience do you have in learning design, workshop design, facilitation and change management. Provide at least 2 examples of where this has been delivered	15%

4.22	Evidence of previously e-learning assets and in person learning	Provide evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well-received in-person learning opportunities (e.g. workshop/wananga)	15%
<b>4.3</b>	<b>Capability and Capacity</b>		
4.3	Sufficient resources to deliver within our timeframes	Provide CVs to demonstrate nominated personnel have the right capability to deliver and sufficient capacity to deliver within our timeframes, and can meet any changing requirements	10%
<b>All Criteria Totals</b>			<b>90%</b>

## 5. All Respondents are to answer the following questions:

<b>5.1 Solution</b>		
IT Security	Provide details on your working knowledge of Protective Security Requirements (PSR) as administered by the <a href="#">New Zealand Information Security Manual</a> (NZISM). Show how you keep customer information safe and secure.	5%
<b>5.2 Broader Outcomes</b>		
Māori businesses, diversity, accessibility	Provide evidence you are a Māori provider. Demonstrate you encourage and develop all skill levels to make learning accessible to all	5%
<b>Total</b>		<b>10%</b>

## Scoring

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

Definition	Score
<b>Exceptionally exceeds</b> the criteria with <u>outstanding</u> additional benefits and provides supporting evidence.	10
<b>Substantially exceeds</b> the criteria with <u>major</u> additional benefits and provides supporting evidence.	9
<b>Significantly exceeds</b> the criteria with <u>moderate</u> additional benefits and provides supporting evidence.	8
<b>Moderately exceeds</b> the criteria with <u>minor</u> additional benefits and provides supporting evidence.	7
<b>Satisfies</b> the criteria in full, with <u>slight</u> additional benefits and provides supporting evidence.	6
<b>Satisfies</b> with the criteria and provides supporting evidence.	5
<b>Minor non-compliance</b> with the criteria with <u>slight</u> reservations and/or evidence provided lacks credible substantiation.	4
<b>Moderate non-compliance</b> with the criteria with <u>minor</u> issues and provides little or no supporting evidence.	3
<b>Significant non-compliance</b> with the criteria and provides little or no supporting evidence. <u>Moderate</u> issues that need to be addressed.	2
<b>Substantial non-compliance</b> with the criteria and provides little or no supporting evidence. <u>Major</u> issues that need to be addressed.	1
<b>Does not meet</b> the criteria. <u>Insurmountable</u> issues not capable of being resolved. Insufficient information provided with little or no supporting evidence.	0

## Evaluation Process and Due Diligence

In addition to the above, we will undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process.

- reference check the Respondent organisation
- request presentations from our shortlisted Respondents
- Shortlisted Respondents must confirm that they are tax compliant, and if requested must supply an appropriate tax form (IR822 and IR388) (Tax Check Non-Individual request for authorisation form) to Inland Revenue, which will allow Inland Revenue to undertake a Tax Check



## SECTION 6: Pricing Approach

**Price is not a weighted criteria for this RFP.** Rather, we wish to obtain the best public value over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity, and overall affordability.

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

### Required Pricing Information

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

- Respondents are to use the pricing schedule template provided (**Appendix C**).
- 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. Include any ongoing licence fee. It must also clearly state the total Contract price exclusive of GST.
- 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.
- 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.
- 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 Inland Revenue 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.
- Prices should be tendered in NZ\$. Unless otherwise agreed, Inland Revenue will arrange contractual payments in NZ\$.
- 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.
- 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.

## SECTION 7: Our Proposed Contract

### Contract Term

The expected timeframes are uncertain at this stage, however we assume the contract will commence September/October 2023 with an anticipated Contract term and options to extend:

Description	
Initial term (years):	3
Number of (optional) additional terms:	2 x 1 year each
Maximum contract term:	3 + 1 + 1
Latest Possible Expiry Date:	October 2028

### Proposed Contract

See **Appendix D** for the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.

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

## SECTION 8: RFP Terms and Conditions

### Note to suppliers and Respondents

In managing this procurement Inland Revenue 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 Inland Revenue's RFP Process, Terms and Conditions (shortened to RFP-rules) which apply to this procurement.

Words and phrases that have a special meaning are shown by the use of capitals.

If you have any questions about these terms and conditions, please email our Point of Contact.

### Definitions

**Business Day** means a day on which registered banks are open for ordinary over-the-counter business in Wellington, New Zealand excluding Saturdays, Sundays and statutory public holidays in Wellington, New Zealand;

**Crown** means His Majesty the King in Right of New Zealand and includes the Ministers of the Crown, a government department, Parliament and an Office of Parliament;

**Deadline for Proposals** means the closing date for the submission of Proposals in response to this RFP, as specified in Section 2 of this RFP;

**Intellectual Property** means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

**Meeting** has the meaning given to that term in Rule 55;

**OIA** means the Official Information Act 1982;

**Point of Contact** means the person of that title described in Section 2 of this RFP;

**Procurement Process** means the RFP Process and the negotiation and execution of any (if any) contract entered into as a result of such procurement process;

**Proposal** means a proposal submitted, to be submitted, or which this RFP contemplates will be submitted, (as applicable) by a Respondent to Inland Revenue in response to this RFP, and includes any attachment and addendum, and any information, demonstration or documentation or material submitted by a Respondent to Inland Revenue in connection with the RFP Process, whether in written form, verbal form or otherwise;

**Representative** means any employee, officer, contractor, subcontractor, consultant, representative, agent or advisor and includes any public official advising, consulting to, or being consulted or informed by, Inland Revenue in connection with the Procurement Process (whether such public official is employed by Inland Revenue or any other part of the Crown);



**Respondent** means a person, organisation, business or other entity that submits a Proposal in response to the RFP;

**RFP** means this Request for Proposal, and includes any other information (in whatever form) provided to any Respondent by, on behalf of, or at the direction of, Inland Revenue in connection with the Procurement Process;

**RFP Process** means the RFP process described in Sections 3,5,6 and 8 of this RFP;

**Rules** has the meaning given to that term in Rule 1 below.

## Acceptance of Rules

1. Each person or entity ('Respondent') acknowledges and agrees that, by submitting a Proposal or otherwise participating in the Procurement Process, it is bound by, and will comply with (and procure that their Representatives comply with):
  - (a) the terms and conditions set out in this Section 8: RFP Rules; and
  - (b) the other terms, rules and requirements set out or referred to in this RFP, as may be amended by Inland Revenue from time to time. Inland Revenue will notify each Respondent of any and all amendments to the other terms, rules and requirements under this Rule 1(b);(collectively 'Rules').
2. The Rules are binding on each Respondent in consideration of Inland Revenue providing the Respondent with the opportunity to submit a Proposal (this obligation and the obligation in Rule 12 being Inland Revenue's sole obligations in connection with the Procurement Process, and this RFP and the RFP Process).
3. Without limiting any other right or remedy of Inland Revenue, Inland Revenue reserves the right to refuse to consider, analyse or evaluate a Respondent's Proposal, or to allow the Respondent to participate (or participate any further) in the RFP Process or any subsequent stage of the Procurement Process, if Inland Revenue determines (at its sole discretion) that the Respondent has failed to comply with any of the Rules. A Respondent may withdraw from the Procurement Process at any time without payment of a penalty or a termination fee to the Crown.

## Status of RFP

4. Neither this RFP, nor the RFP Process and Procurement Process, constitutes an offer by Inland Revenue to acquire goods or services from, negotiate with, or enter into any substantive agreement with, any Respondent. The request for, and receipt of, Proposals and any invitation by Inland Revenue to a Respondent to proceed to any subsequent stage of the Procurement Process, does not create or imply any obligation on Inland Revenue to contract for any goods or services set out in any Proposal and should not be relied on as a promise or representation as to Inland Revenue's ultimate decision in relation to the Procurement Process.
5. Except as expressly provided in Rule 2, and regardless of whether or not a Respondent is invited to progress to any subsequent stage in the Procurement Process, Inland Revenue will have no legal, equitable, contractual or other obligation whatsoever (including any implied obligation or duty, including as to fairness, good faith or

otherwise) to any Respondent, and Respondents will have no rights enforceable against Inland Revenue in relation to:

- (a) the RFP Process (including its outcome);
- (b) the Procurement Process, or any part of it;
- (c) any Proposal;
- (d) this RFP; or
- (e) any discussions, correspondence or other engagement between Inland Revenue and any Respondent at any stage of the Procurement Process.

Participation in the Procurement Process or the RFP Process does not guarantee that a Respondent will be invited to participate in any subsequent stage of the Procurement Process. This RFP does not commit Inland Revenue to proceed with, or follow, the process outlined in this RFP, or to evaluate any particular Proposal or to proceed with any subsequent stage of the Procurement Process.

6. If there is any conflict or inconsistency between any of:
  - (a) the terms and conditions set out in this Section 8: RFP Rules; and
  - (b) any other section or provision of this RFP,the order of priority for the purposes of determining which will prevail will be the order in which they appear above.
7. Inland Revenue makes no representations and gives no warranties, express or implied, in or in relation to the Procurement Process, this RFP or the RFP Process.
8. Respondents must not include in any Proposal, any terms or conditions that impose, or purport to impose, any obligation or duty on Inland Revenue or that are inconsistent with or contradictory to this RFP or the RFP Rules.
9. Any communication (if any), whether written, verbal or otherwise, during the Procurement Process, and any terms or conditions contained in any Proposal, will not be binding on Inland Revenue.
10. For the purposes of the Procurement Process, Respondents who have previously been engaged by Inland Revenue for the provision of goods or services or otherwise must not rely on anything said or done by Inland Revenue during any such previous engagement.

## Confidentiality

11. Respondents' are permitted to use this RFP for the purposes of developing proposed approaches, solutions, plans and proposals relating to the Procurement Process, provided that the Participant does so in accordance with, the Rules.
12. Each Participant may identify certain parts of its Proposal as being commercially sensitive by marking those parts 'Commercial in Confidence'. It will not be acceptable for a Participant to mark its entire Proposal as such. Subject to its legal obligations (including under the OIA) and its obligations to the Crown and subject to Rule 12, Inland Revenue will treat such commercially sensitive information marked 'Commercial in Confidence' as confidential and will not provide it to any person other

than to its Representatives who are involved in the RFP, the RFP Process and/or the Procurement Process on a need to know basis, and will procure that its Representatives treat such information as confidential.

Inland Revenue has the right to share a Respondent's Response with other New Zealand Government agencies provided that any commercially sensitive information in a Response is not disclosed to that agency unless there is an obligation of confidentiality from that agency to Inland Revenue in respect of the commercially sensitive information

13. Nothing in Rule 12 or otherwise will prohibit Inland Revenue's use but not disclosure other than as specified in Rule 12 of such commercially sensitive information marked 'Commercial in Confidence' for the purposes of considering, analysing and evaluating Proposals, and for any other purpose related to this RFP, the RFP Process or the Procurement Process, or any contract (if any) entered into with the Respondent as a result of the Procurement Process. By submitting a Proposal, each Respondent agrees to such use.

### Publicity

14. Respondents must not undertake (or permit to be undertaken) at any time (at any stage during or after the Procurement Process or RFP Process) any publicity or activity with any section of the media (including, but not limited to, making any announcements or statements) in relation to the RFP Process other than with the prior written consent of Inland Revenue. In this rule the word 'media' includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet (including social media sites and services) and email, accessible by the public at large, or the representatives of such media.
15. Each Respondent acknowledges and agrees that Inland Revenue may disclose the identity of Respondents (including the fact of their participation in the Procurement Process) to third-parties (including other Respondents and by way of a public announcement or statement).

### Statutory obligations and restrictions

16. Inland Revenue is subject to a wide range of statutory obligations, including under the OIA, and statutory restrictions, including the Public Finance Act 1989. Each Respondent acknowledges and agrees that Inland Revenue has the unfettered right to carry out its statutory obligations and functions in accordance with all relevant legislation, including the OIA, notwithstanding the Procurement Process and the Rules.

### Changes to and collection of information

17. Inland Revenue is relying on information provided by each Respondent during the Procurement Process, including but not limited to:
  - (a) information relating to the Respondent's financial and other circumstances; and
  - (b) information concerning any subcontractor named in the Respondent's Proposal.

If at any time during the Procurement Process there are material changes to any information provided by a Respondent during the Procurement Process, the Respondent must advise Inland Revenue in writing as soon as it becomes aware of

the change by contacting the Point of Contact in writing. Inland Revenue may require ancillary information to be provided by Respondents to assist Inland Revenue to evaluate the impact of any such changes, and Inland Revenue reserves the right (at its sole discretion) to refuse to consider, analyse or evaluate a Respondent's Proposal, or to allow the Respondent to participate in any stage of the Procurement Process if:

- (c) the Respondent fails to notify Inland Revenue of any such change in accordance with this Rule 17; or
  - (d) having notified Inland Revenue of any such change, Inland Revenue considers that the effect of the change is such that the Respondent would not have qualified to participate in the Procurement Process.
18. Each Respondent authorises Inland Revenue to collect any information from the Respondent and relevant third-parties (including referees) and to use that information as part of the Procurement Process (including in the evaluation of its Proposal). Each Respondent acknowledges that Inland Revenue may carry out further investigations and due diligence in respect of Respondents (and persons or entities associated with Respondents) both in connection with the RFP Process and any subsequent stage of the Procurement Process, including in relation to financial status, history of compliance with applicable laws and any other matter that Inland Revenue determines (at its sole discretion) is appropriate. Inland Revenue reserves the right (at its sole discretion) to refuse to consider, analyse or evaluate a Respondent's Proposal, or to allow the Respondent to participate in any subsequent stage of the Procurement Process if Inland Revenue is not satisfied (at its sole discretion) with the outcome of such investigations or due diligence.

### **Ownership of RFP**

19. This RFP is the property of Inland Revenue (or its licensors) and copyright and all other intellectual property rights in this RFP are owned by, and will remain at all times vested in, Inland Revenue (or its licensors, as applicable).
20. Inland Revenue may request the immediate return and/or destruction of this RFP and any other information supplied by Inland Revenue to any Respondent at any stage of the Procurement Process, and any copies made of such information, at any time. Each Respondent must comply with any such request within the timeframes reasonably required by Inland Revenue.

### **Ownership of Proposals**

21. Subject to Rule 22, all Proposals become the property of Inland Revenue on receipt by Inland Revenue and will not be returned to the Respondent.
22. Intellectual property in a Respondent's Proposal will not pass to Inland Revenue. However, by submitting a Proposal, each Respondent grants to Inland Revenue a non-exclusive licence for the period a Respondent participates in the Procurement Process, to use, copy and modify, and to allow its Representatives to use, copy and modify, all intellectual property (including, without limitation, any copyright and design materials) in its Proposal, for the purposes of considering, analysing and evaluating Proposals, and for any other purpose related to this RFP, the RFP Process, the Procurement Process or any contract entered (if any) into with the Respondent as a result of the Procurement Process.

## Completeness and accuracy of information

23. Each Respondent warrants that its Proposal is complete and accurate in all material respects, is not misleading by reason of omission of information and Inland Revenue's possession, copying, or use of that information, will not breach any third-party intellectual property rights. Inland Revenue reserves the right (at its sole discretion) to refuse to consider, analyse or evaluate a Respondent's Proposal, or to allow the Respondent to participate in any subsequent stage of the Procurement Process if the Respondent breaches this Rule 23.
24. Inland Revenue may rely upon any statements made by a Respondent in its Proposal whether in written form, verbal or otherwise, including in any Meeting or other form of engagement. Where any commitment or representation is given verbally by a Respondent, Inland Revenue will be entitled to require the Respondent to confirm the statement in writing signed by an authorised representative of the Respondent.
25. If any concepts or ideas are presented, or commitments or representations are made, by a Respondent in its Proposal, the Respondent warrants and confirms that it is capable of building, implementing or delivering upon such concepts and ideas operationally, and meeting and complying with such commitments and representations, and is prepared to contract on that basis. Each Respondent acknowledges and agrees that Inland Revenue intends to make decisions based, and in reliance, on the Respondent's Proposal.
26. Inland Revenue has no obligation to check any Proposal for errors, omissions or inaccuracies. Without limiting Rule 23, each Respondent must notify Inland Revenue immediately upon becoming aware of any such errors, omissions or inaccuracies.
27. Each Respondent acknowledges and agrees that:
  - (a) Inland Revenue makes no representations, gives no warranties, and assumes no duty of care as to the accuracy, adequacy or completeness of this RFP or the RFP Process;
  - (b) Inland Revenue will have no liability on account of errors or omissions in this RFP, the RFP Process, or the Procurement Process; and
  - (c) the invitation to submit a Proposal does not imply that a Respondent has satisfied Inland Revenue regarding any matter raised during any previous stage of the Procurement Process and Inland Revenue makes no representations and gives no warranties regarding the Respondent's financial status, technical competence, or ability in any way to carry out any contract (if any) that may be entered into with the Respondent.

## Responsibilities of Respondents

28. Each Respondent will:
  - (a) examine this RFP, any documents referenced by this RFP, and any other information made available by Inland Revenue to the Respondent (if any);
  - (b) identify and obtain any additional information it may require to meet the requirements of this RFP (including to cost and provide firm pricing in its Proposal) and the RFP Process;

- (c) consider the need to obtain and, if appropriate, obtain independent advice (including legal, tax and accounting advice) before submitting a Proposal;
  - (d) undertake its own investigations, research and due diligence, will satisfy itself of all matters relating to the RFP, and will not submit any Proposal in reliance upon this RFP (or any other information, representation, communication or assumption which may have been made by, on behalf of, or at the direction of, Inland Revenue whether during the Procurement Process or otherwise);
  - (e) satisfy itself as to the correctness of any Proposal and the sufficiency of the services and deliverables proposed in any Proposal to meet Inland Revenue's requirements;
  - (f) consider all the risks, contingencies, impacts and other circumstances having an effect on its submitting a Proposal; and
  - (g) ensure that it complies, at all times, with the Rules.
29. If a Respondent has any doubts as to the meaning of any part of this RFP it must immediately communicate that doubt to Inland Revenue's Point of Contact. If, for any reason, this is not possible, the Respondent should, when submitting its Proposal, set out in a covering notification the interpretation it has used. Any assumption made in the preparation of a Proposal must be documented.

### Cost of responding

30. All costs incurred by a Respondent in connection with:
- (a) any aspect of the RFP Process including preparing for and attending any Meeting or other form of engagement including a solution demonstration;
  - (b) any aspect of the Procurement Process; and
  - (c) the preparation and submission of a Proposal,
- are the sole responsibility of the Respondent.

### Proposals to remain open

31. Each Proposal, once submitted to Inland Revenue must remain open for consideration by Inland Revenue for a period of 6 months after the due date for Proposals stipulated in this RFP.

### Pricing

32. Each Respondent guarantees that the pricing for services and deliverables it has provided in its Proposal will be valid for the validity period specified in Rule 31. All prices must be in New Zealand dollars and exclusive of GST.

Note: The level of pricing decomposition specified in the Response Template for Attachment B represents the minimum level required for Inland Revenue to make a best public value /affordability or risk based decision.

### Evaluation Process

33. Evaluation criteria are provided in Section 5 of this RFP. This information is provided to assist Respondents' understanding of Inland Revenue's requirements.

34. Information relating to the evaluation and comparison of Proposals is confidential to Inland Revenue.
35. To assist in the examination and evaluation of Proposals, Inland Revenue may, at its discretion, seek further details or clarifications from a Respondent about any aspect of its Proposal. Inland Revenue will not be obliged to seek the same clarification or additional information from each Respondent.

### **Exclusion of liability**

36. Each Respondent acknowledges and agrees that, to the maximum extent permitted by law, the Crown (including Ministers) and Inland Revenue, and their respective Representatives (and anyone else acting on behalf of, or at the direction of, the Crown or Inland Revenue) will not be directly or indirectly liable (in contract, tort including negligence, or otherwise) to any person or entity for any damages, loss or cost arising from or in connection with:
  - (a) this RFP;
  - (b) any information not given to any Respondent;
  - (c) any aspect of the RFP Process including any Meeting or other form of engagement, and the evaluation of any Proposal;
  - (d) the accuracy, adequacy or completeness of, or any error in, any statements or information within this RFP or provided in the course of the RFP Process whether in written form, verbal or otherwise;
  - (e) the preparation and submission of any Proposal;
  - (f) any investigations of or by any Respondent, including reference checks or due diligence;
  - (g) the acceptance or rejection by Inland Revenue of any Proposal;
  - (h) the suspension, cancellation or amendment of any aspect of the Procurement Process; or
  - (i) or as a result of the participation by any Respondent in the RFP Process or the Procurement Process.
37. Notwithstanding any statement or provision in a Proposal to the contrary, by submitting a Proposal or otherwise participating in the Procurement Process, each Respondent:
  - (a) waives any rights it may have to make a claim against the Crown or Inland Revenue, or their respective Representatives arising out of, or in connection with, this RFP, the RFP Process or the Procurement Process (including that Inland Revenue has failed to comply with any probity requirement in connection with the RFP Process or any earlier stage of the Procurement Process); and
  - (b) acknowledges and agrees that nothing in this RFP represents any commitment or obligation by any other part of the Crown (including any Crown entity or agency).



## Rights reserved by Inland Revenue

38. Notwithstanding any other provision in this RFP, Inland Revenue reserves, at its sole discretion, the right to:
- (a) accept, reject, consider, analyse or evaluate (or not consider, analyse or evaluate) all or any Proposals, even if it is received after the Deadline for Proposals, does not comply with the requirements of this RFP or is non-conforming in any respect with this RFP;
  - (b) seek further details or clarification from, at its discretion, all Respondents or any Respondent about any aspect of any Proposal;
  - (c) amend or extend any date in the RFP Process or any subsequent stage of the Procurement Process for any reason;
  - (d) amend, suspend or cancel all or any part or aspect of this RFP (including Inland Revenue's requirements and the Rules), the Procurement Process or the RFP Process, for all or any Respondents;
  - (e) exercise its own judgement when considering, analysing or evaluating any matter, requirement or criteria set out in, and/or addressed, in any Proposal;
  - (f) waive any irregularities, requirements or formalities in the RFP Process or Procurement Process;
  - (g) not accept or award a contract to the lowest priced or highest scoring Proposal, or any Proposal;
  - (h) reissue this RFP, in whole or in part, on the same or any alternative basis;
  - (i) take into account any relevant information when considering, analysing or evaluating any Proposal (including Inland Revenue's assessment of a Respondent's pricing proposal, and response to Commercial and Legal requirements), and to make enquiries of any person or entity to assist it in the evaluation process;
  - (j) have discussions with all or any Respondents at any time and upon any terms and conditions;
  - (k) suspend and/or terminate the participation of any Respondent in the Procurement Process at any time and for any reason or without reason;
  - (l) not give any reason to all or any Respondents for the amendment, suspension or cancellation of all or any aspect of this RFP (including Inland Revenue's requirements and the Rules), the Procurement Process, the RFP Process or any other decision under this RFP;
  - (m) negotiate (or not negotiate), or enter (or not enter) into any contract, with any Respondent at any time;
  - (n) enter into more than one contract with any Respondent or more than one Respondent at any time, and accept individual components offered in a Proposal;
  - (o) invite or allow (or not invite or allow) any Respondent, or no Respondent, to participate in any subsequent stage of the Procurement Process;



- (p) negotiate with any person for the procurement of all or any goods or services to which this RFP relates, including the right to negotiate with a Respondent who is not initially selected by Inland Revenue to participate in the negotiation stage of the Procurement Process, but with whom Inland Revenue subsequently decides (at its sole discretion) to negotiate, including in circumstances where Inland Revenue determines (at its sole discretion) that negotiations with any other Respondent have been, or are likely to be, unsuccessful;
- (q) elect not to proceed with any subsequent stage in the Procurement Process (either at all or in the manner described in this RFP);
- (r) not award any contract or part of a contract as a result of this RFP or the Procurement Process;
- (s) attend (or not attend) a Meeting or conduct (or not conduct) any other form of engagement, with any Respondent, to the exclusion of any other Respondent, at any time;
- (t) conduct further Meetings if so required;
- (u) make whatever changes it sees fit to the timetable, structure, agenda or content of any Meeting or other form of engagement during the RFP Process or Procurement Process, for any reason;
- (v) prohibit any representative of any Respondent from attending a Meeting as a result of a conflict of interest that cannot otherwise be managed or due to an ongoing breach of the Rules; or
- (w) provide to, and discuss with, its Representatives a Proposal

## Governing law

39. This RFP, the RFP Process and the Procurement Process are governed by New Zealand law and, subject to Rule 40, each Respondent submits to the exclusive jurisdiction of the New Zealand courts in relation to all matters relating to, or arising out of, this RFP, the RFP Process and the Procurement Process.
40. Inland Revenue will be entitled, at its sole discretion, to file proceedings (including for urgent interlocutory relief) or to otherwise bring a claim in any court in any jurisdiction in the world in relation to all matters relating to, or arising out of, this RFP, the RFP Process and the Procurement Process.
41. Without relieving a Respondent of any of its obligations to comply with all laws each Respondent acknowledges and agrees that it and its wider corporate group has complied with and will continue to comply with all material applicable laws (whether in New Zealand or overseas), including all material laws relating to the payment of tax and tax obligations.

## Probity

42. Each Respondent must immediately disclose to Inland Revenue, in any Proposal, and on a continuing basis throughout the Procurement Process, any actual, potential or perceived conflict of interest in relation to any matter covered by this RFP or the RFP Process or Procurement Process, as soon as the Respondent becomes aware of the conflict. If a conflict of interest arises and in Inland Revenue's opinion has not been,

or cannot be, appropriately managed by the Respondent, Inland Revenue may (at its sole discretion) refuse to consider, analyse or evaluate a Respondent's Proposal, and/or terminate the participation of the Respondent in any subsequent stage of the Procurement Process.

43. Each Respondent must not, directly or indirectly, provide any form of personal inducement or reward, approach, lobby, threaten or otherwise attempt to influence or obtain improper assistance from any Representative of Inland Revenue or any other person who is directly or indirectly involved in the Procurement Process.
44. The RFP Process is intended to promote fair competition between Respondents. Respondents must not engage in collusive, deceptive, anti-competitive, improper conduct, or unethical behaviour, whether in breach of the Commerce Act 1986 and/or the Fair Trading Act 1986 or otherwise, during or following the RFP Process or otherwise. If in Inland Revenue's opinion any Respondent has engaged in such conduct, Inland Revenue may (at its sole discretion) refuse to consider, analyse or evaluate a Respondent's Proposal, and/or terminate the participation of the Respondent in the Procurement Process.
45. For the purposes of Rule 44 collusive tendering, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) between Respondents, whether or not such information is confidential information belonging to Inland Revenue or any other Respondent or any other person or entity.
46. In addition to any other remedies available under any law, deed or contract, Inland Revenue may, at its discretion, immediately terminate participation of any Respondent that, in Inland Revenue's reasonable opinion, has engaged in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other Respondent or any other person in relation to the preparation or lodgement of a Proposal whether in respect of this RFP Process or any other part of the Procurement Process being conducted by Inland Revenue.
47. Inland Revenue may require a Respondent to, and require a Respondent to procure its subcontractors to:
  - (a) supply Inland Revenue with statutory declarations and other documents, and such evidence as Inland Revenue sees fit; and/or
  - (b) comply with any probity requirements notified in writing by Inland Revenue to the Respondent from time to time,in each case throughout the Procurement Process, in pursuing Inland Revenue's probity requirements or objectives, and the Respondent must comply with any such requirement.
48. RFP Respondents must not, without prior written approval from Inland Revenue, permit a person to contribute to any Proposal or otherwise participate in the RFP Process if:
  - (a) the person was involved at any time in the planning for, or preparation of, this RFP, or the management of any aspect of the Procurement Process; or

- (b) the person is currently or was employed by Inland Revenue within the six months preceding the date of this RFP.
49. Failure by the Respondent to obtain approval from Inland Revenue in accordance with Rule 48 may result in the Respondent's participation in the Procurement Process being terminated.
50. Respondents that, in the opinion of Inland Revenue:
- (a) have been improperly assisted by individuals employed or engaged by Inland Revenue or associated with Inland Revenue;
  - (b) use or have used information unlawfully or unethically obtained from Inland Revenue; or
  - (c) breach an obligation of confidentiality to Inland Revenue or otherwise act contrary to the Rules,
- may have their participation in the Procurement Process terminated.
51. By submitting a Proposal or otherwise participating in the Procurement Process, a Respondent confirms that it does not have any claim against Inland Revenue in respect of any probity requirement or matter.

## **Tax Compliance and Criminal Checks**

52. In recognition of the unique requirements of doing business with Inland Revenue, a Respondent may be required to undergo a tax compliance and/or criminal check. Participation in the Procurement Process by a Respondent authorises Inland Revenue to undertake such tax compliance and/or criminal checks. This requirement includes any subcontractors nominated by the Respondent. Inland Revenue reserves the right to refuse to consider, analyse or evaluate a Respondent's Proposal, or to allow a Respondent to participate in any stage of the Procurement Process if Inland Revenue is not satisfied (at its sole discretion) with the outcome of any check.

## **References to Inland Revenue**

53. A reference in this RFP to 'Inland Revenue' or 'IR' is a reference to His Majesty the King in right of New Zealand acting by and through the Commissioner of Inland Revenue or her or his authorised delegate.

## **Severance**

54. If any provision of the Rules is or becomes invalid or unenforceable, that provision will be deemed deleted from the Rules. The invalidity or unenforceability of that provision will not affect the other provisions of the Rules, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

## **Meeting Rules**

55. During the RFP Process or Procurement Process, Inland Revenue may meet with individual Respondents ('Meeting') to consider a Respondent's Proposal.
56. Each Respondent acknowledges that Inland Revenue does not guarantee that it will be able to meet with Respondents within any particular timeframe. Inland Revenue will meet with Respondents during the RFP Process or Procurement Process at such

frequency and such number of times as Inland Revenue considers, in its sole discretion, appropriate.

57. Respondents are not permitted to record Meetings by means of audio or visual devices, unless prior written approval is given by Inland Revenue.
58. Inland Revenue may decline to answer specific questions from a Respondent which Inland Revenue, in its sole discretion, deems inappropriate.

## APPENDIX A: Response Form

See separate document

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## **APPENDIX B: Respondent's Declaration**

See separate document

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## **APPENDIX C: Pricing Information**

See separate document

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## APPENDIX D: Proposed Contract

See separate document

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## **APPENDIX E: Te Arapiki Framework Design**

See separate document

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# Response to Request for Proposal (RFP)

The Design and Delivery of Learning Assets for Te Arapiki

TEARA - 001

Date of this proposal: [insert date of this document]



## Supplier tips

Tips for completing the RFP Response are provided in red. Yellow highlights indicate where a response is required. Please delete the red wording and the yellow highlights before submitting your Proposal.



## Supplier tips

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 the RFP, in Section 8.

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## RESPONDENT PROFILE



### Supplier tips

- This section gives Inland Revenue basic information about your organisation and identifies your Point of Contact for the duration of the RFP process.
- If an item is not applicable, e.g. you do not have a registered office, complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Proposal complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Proposal.

### Our profile

This is a Proposal by [insert the name of your organisation] (the Respondent) alone

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Physical address:	[if more than one office, provide address of your head office]
Postal address:	[e.g. P.O Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g. company registration number]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]

Item	Detail
Company bio:	[insert a brief company bio including history, ownership, location(s) size, parent company or other affiliates]
Strategic direction:	[insert a statement of strategic direction for your company in relation to the scope of the proposed solution]
Annual financial statements available if shortlisted:	[Yes / No]

Partners and/or Subcontractors	[insert the name(s) and roles of any partners and/or subcontractors proposed as part of your solution]
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### Our Point of Contact

Item	Detail
Contact person:	
Position:	
Phone number:	
Email address:	

## RESPONSE TO REQUIREMENT



### Supplier tips

- In this section you are asked to provide your response to our Requirements (RFP Section 4) by demonstrating your organisation’s ability to meet our criteria (RFP Section 5: Our Evaluation Approach). **Carefully read RFP Sections 4 and 5 before completing this part.**
- If there is anything that you do not understand ask our Point of Contact to clarify.
- If any information you provide is commercially sensitive to your business, you must let Inland Revenue know. Please mark the information ‘commercially sensitive’ or ‘Confidential Information’. It is not acceptable to render this whole document confidential unless this is truly the case. Inland Revenue has a duty to protect Confidential Information, subject to the exceptions in the RFP-Terms (Section 8).
- If some of an answer is in another document e.g. a marketing brochure, copy and paste the relevant extract into this Proposal. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Proposal.
- You may include information not specifically requested by us in your Proposal. But only if it adds value and is relevant to the Requirements.

## Pre-conditions



### Supplier tips

- You must be able to answer ‘yes’ to each of these pre-conditions. Make sure you are able to verify that this is the case, if asked.
- ‘Yes’ means that you can currently meet the pre-condition. It does not mean that you are planning to or intend to at some time in the future.
- If you cannot answer ‘yes’ to all, your Proposal will not meet the basic Requirements and will be declined.

#	Pre-condition	
1.	Must be willing to work with other providers in a partnership model if Inland Revenue selects more than one provider to deliver the learning assets	Yes/No
2.	Willing to allow free and unlimited access to new learning assets created (New Intellectual Property arising because of the Contract will be the property of IR).	Yes/No
3.	Must be able to deliver workshops within New Zealand.	Yes/No

## Modular Responses

Please indicate which Kaupapa and at which levels you are responding to (refer to Appendix E for additional detail).

Please note, there will be no preference to those Respondents who indicate more than one Kaupapa.

Please provide information and examples (where available) in your response to support your ability to deliver each level noted below:

Kaupapa	Component	Foundation	Comfortable	Confident	Capable
Worldview	1: My World View   Unconscious Bias				
	2: Māori Worldview				
Tikanga & Systems	3: Māori Structures and Systems				
	4: Tikanga				
Relationships & Responsibilities	5: Māori Crown Relationships				
	6: What are our responsibilities				
Te reo Māori	7: Communicating/ Te reo Māori				

### Overview of our solution

Please provide an overview of your solution. For example, describe the technical aspects of the product and/or elements of the service offering.

### Questions relating to the evaluation criteria



**Supplier tips**

- Here you are asked to answer questions relating to the evaluation criteria. **Your Proposal will be scored against your answers to these criteria.** Aim to give answers that are relevant, concise and comprehensive.
- Consider the % weighting for each criterion. The higher the weighting the more important it is. Take the weightings into account in deciding how much detail to include.
- If you have made any assumption about the Requirements or delivery, clearly state the assumption.

- There may be several questions that relate to one criterion. If these questions are not individually weighted assume that they are of equal importance.

Please provide responses to your selected Kaupapa. **Please also provide responses to Question 5 which is at the end of the Kaupapa questions.**

## 1. Worldview

Worldview	1: My World View   Unconscious Bias
	2: Māori Worldview

#	Criteria	Weighting
<b>1.1</b>	<b>Solution</b>	
1.11	Deliverables Provide details of the proposed deliverables. <ul style="list-style-type: none"> <li>- Are there any off the shelf solutions;</li> <li>- what mix of new assets are proposed.</li> </ul> [Insert your answer here.]	25%
1.12	Methodology Provide details on how the deliverables will be created and then introduced. Please include details such as facilitation techniques and change management [Insert your answer here.]	25%

#	Criterion	Weighting
<b>1.2</b>	<b>Capability</b>	
1.21	Evidence of Te Ao Māori knowledge/experience <ul style="list-style-type: none"> <li>- Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response.</li> <li>- Detail any direct engagement with the learning subject matter.</li> <li>- What experience do you have in learning design, workshop design, facilitation and change management.</li> <li>- Provide at least 2 examples of where this has been delivered</li> </ul> [Insert your answer here.]	15%
1.22	Provide Evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well received in-person learning opportunities (eg. Workshop/wananga)	15%



[Insert your answer here.]
----------------------------

#	Criterion	Weighting
<b>1.3</b>	<b>Capability and Capacity</b>	
1.31	Sufficient resources to deliver within our timeframes <ul style="list-style-type: none"> <li>- Provide CVs to demonstrate nominated personnel have the right capability to deliver the learning assets.</li> <li>- Show you have sufficient capacity to deliver within our timeframes and can meet any changing requirements.</li> </ul>	10%
	[Insert your answer here.]	

## 2. Tikanga and Systems

Tikanga & Systems	3: Māori Structures and Systems
	4: Tikanga

#	Criteria	Weighting
<b>2.1</b>	<b>Solution</b>	
2.11	Deliverables Provide details of the proposed deliverables. <ul style="list-style-type: none"> <li>- Are there any off the shelf solutions;</li> <li>- what mix of new assets are proposed.</li> </ul>	25%
	[Insert your answer here.]	
2.12	Methodology Provide details on how the deliverables will be created and then introduced. Please include details such as facilitation techniques and change management	25%
	[Insert your answer here.]	

#	Criterion	Weighting
<b>2.2</b>	<b>Capability</b>	
2.21	Evidence of Te Ao Māori knowledge/experience <ul style="list-style-type: none"> <li>- Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response.</li> <li>- Detail any direct engagement with the learning subject matter.</li> <li>- What experience do you have in learning design, workshop design, facilitation and change management.</li> <li>- Provide at least 2 examples of where this has been delivered</li> </ul>	15%
	[Insert your answer here.]	

2.22	Provide Evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well received in-person learning opportunities (eg. Workshop/wananga)	15%
[Insert your answer here.]		

#	Criterion	Weighting
<b>2.3</b>	<b>Capability and Capacity</b>	
2.3	Sufficient resources to deliver within our timeframes <ul style="list-style-type: none"> <li>- Provide CVs to demonstrate nominated personnel have the right capability to deliver the learning assets.</li> <li>- Show you have sufficient capacity to deliver within our timeframes and can meet any changing requirements.</li> </ul>	10%
[Insert your answer here.]		

### 3. Relationships and Responsibilities

Relationships & Responsibilities	5: Māori Crown Relationships
	6: What are our responsibilities

#	Criteria	Weighting
<b>3.1</b>	<b>Solution</b>	
3.11	Deliverables Provide details of the proposed deliverables. <ul style="list-style-type: none"> <li>- Are there any off the shelf solutions;</li> <li>- what mix of new assets are proposed.</li> </ul>	25%
[Insert your answer here.]		
3.12	Methodology Provide details on how the deliverables will be created and then introduced. Please include details such as facilitation techniques and change management	25%
[Insert your answer here.]		

#	Criterion	Weighting
<b>3.2</b>	<b>Capability</b>	
3.21	Evidence of Te Ao Māori knowledge/experience <ul style="list-style-type: none"> <li>- Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response.</li> <li>- Detail any direct engagement with the learning subject matter.</li> </ul>	15%

	<ul style="list-style-type: none"> <li>- What experience do you have in learning design, workshop design, facilitation and change management.</li> <li>- Provide at least 2 examples of where this has been delivered</li> </ul>	
	[Insert your answer here.]	
3.22	Provide Evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well received in-person learning opportunities (eg. Workshop/wananga)	15%
	[Insert your answer here.]	

#	Criterion	Weighting
<b>3.3</b>	<b>Capability and Capacity</b>	
3.3	Sufficient resources to deliver within our timeframes <ul style="list-style-type: none"> <li>- Provide CVs to demonstrate nominated personnel have the right capability to deliver the learning assets.</li> <li>- Show you have sufficient capacity to deliver within our timeframes and can meet any changing requirements.</li> </ul>	10%
	[Insert your answer here.]	

#### 4. Te Reo Māori

Te reo Māori

7: Communicating/ Te reo Māori

#	Criteria	Weighting
<b>4.1</b>	<b>Solution</b>	
4.11	Deliverables Provide details of the proposed deliverables. <ul style="list-style-type: none"> <li>- Are there any off the shelf solutions;</li> <li>- what mix of new assets are proposed.</li> </ul>	25%
	[Insert your answer here.]	
4.12	Methodology Provide details on how the deliverables will be created and then introduced. Please include details such as facilitation techniques and change management	25%
	[Insert your answer here.]	

#	Criterion	Weighting
<b>4.2</b>	<b>Capability</b>	
4.21	Evidence of Te Ao Māori knowledge/experience	15%

	<ul style="list-style-type: none"> <li>- Provide reference to explicit Te Ao Māori, Tiriti o Waitangi or related experience or content in your written response.</li> <li>- Detail any direct engagement with the learning subject matter.</li> <li>- What experience do you have in learning design, workshop design, facilitation and change management.</li> <li>- Provide at least 2 examples of where this has been delivered</li> </ul>	
	[Insert your answer here.]	
4.22	<p>Provide Evidence of previously delivered digital/e-learning assets and in-person learning. Show these are easily accessible for all IR learners, with smooth docking with IR delivery learning platforms. Show evidence of well-delivered, well received in-person learning opportunities (eg. Workshop/wananga)</p>	15%
	[Insert your answer here.]	

#	Criterion	Weighting
<b>4.3</b>	<b>Capability and Capacity</b>	
4.3	<p>Sufficient resources to deliver within our timeframes</p> <ul style="list-style-type: none"> <li>- Provide CVs to demonstrate nominated personnel have the right capability to deliver the learning assets.</li> <li>- Show you have sufficient capacity to deliver within our timeframes and can meet any changing requirements.</li> </ul>	10%
	[Insert your answer here.]	
	[Insert your answer here.]	

**5. All Respondents are to answer the following questions:**

#	Criterion	Weighting
<b>5.1</b>	<b>Solution</b>	
IT Security	<p>Provide details on your working knowledge of Protective Security Requirements (PSR) as administered by the <a href="#">New Zealand Information Security Manual</a> (NZISM). Show how you keep customer information safe and secure.</p>	5%
	[Insert your answer here.]	
<b>5.2</b>	<b>Broader Outcomes</b>	
Māori businesses, diversity, accessibility	<p>Provide evidence you are a Māori provider. Demonstrate you encourage and develop all skill levels to make learning accessible to all</p>	5%

	[Insert your answer here.]	
--	----------------------------	--

### Assumptions

Please state any assumptions you have made in relation to the Requirements. Where you have made assumptions in relation to the costs and pricing information please state these in the next section.

#	Non-price Assumptions
1	[insert]
2	[insert]

## PRICE



### Supplier tips

- Price is a *non-weighted criteria* but we are seeking the best overall value for money.
- In the **RFP Section 6** we have outlined the pricing information that we are seeking. This should inform you how to present your proposed price. Where we have provided a template you must use this for your pricing information.
- In preparing your pricing information you must consider all risks, contingencies and other circumstances relating to the delivery of our Requirements and include adequate provision for them. You must also document any assumptions that you have made in costing the full delivery of the Requirements.
- If asked for a 'whole-of-life' cost this is the total cost to Inland Revenue over the whole of the life of the Contract.
- If we have asked for a two envelope response you must put all financial and pricing information in a separate sealed envelope or separate soft copy document.

## Pricing schedule

Please submit your financial information and pricing using the excel pricing schedule, listed as **Appendix C**.

## Assumptions

Please state any assumptions you have made in relation to the cost and pricing information.

#	Price Assumptions
1	[insert]
2	[insert]

## PROPOSED CONTRACT



### Supplier tips

- In the RFP Section 8 we have detailed the terms and conditions of our Proposed Contract. We need to know whether or not you are prepared to do business based on the Proposed Contract.
- If you have any points that you wish to make about the Proposed Contract this is where you tell us. Note below any suggestions or changes you wish to propose.
- It is important that, if asked, you are able to explain why your changes are important to you.

- In deciding which Respondent/s to shortlist Inland Revenue will take into account each Respondent’s willingness to meet the Proposed Contract terms and conditions.

Choose one and delete the other:

Having read and understood the Proposed Contract, in the RFP Section 5, I confirm that these terms and conditions are acceptable. If successful, I agree to sign a Contract based on the Proposed Contract, or such amended terms and conditions of Contract as are agreed with Inland Revenue following negotiations.

OR:

Having read and understood the Proposed Contract, in the RFP Section 5, I have the following suggestions to make. If successful, I agree to sign a Contract based on the Proposed Contract subject to negotiating the following clauses:

Clause	Concern	Proposed solution
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]



## REFEREES



Supplier tips

- Here you are asked to provide the names and contact details of your referees. These must be work related referees i.e. not a friend or family member.
- The best referees are those for whom you have recently delivered similar goods or services.
- Before including their details check with them to make sure that they consent to acting as referee on behalf of your organisation.

Please supply the details of two referees for your organisation. Include a brief description of the goods or services that your organisation provided and when.

Please note: in providing these referees you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Proposal. You also agree that all information provided by the referee to us will be confidential to us.

First referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Second referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]





Enterprise Services  
Ratonga Hinonga



## Respondent's Declaration to Proposal

The Design and Delivery of Learning Assets for Te Arapiki

TEARA - 001

### Our Declaration



#### Supplier tips

- Here you are asked to answer questions and make a formal declaration.
- Remember to select 'agree' or 'disagree' at the end of each row. If you don't, you will be deemed to have agreed.
- Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g. chief executive or a senior manager.
- If you are submitting a joint or consortium Proposal each Respondent (supplier involved in the joint or consortium Proposal) must complete a separate declaration.

<b>Respondent's declaration</b>		
<b>Topic</b>	<b>Declaration</b>	<b>Respondent's declaration</b>
<b>RFP Process, Terms and Conditions:</b>	I/we have read and fully understand this RFP, including the RFP Process, Terms and Conditions (shortened to RFP-Terms detailed in Section 6, as amended by Section 1, paragraph 1.6. if applicable). I/we confirm that the Respondent/s agree to be bound by them.	[agree / disagree]
<b>Collection of further information:</b>	The Respondent/s authorises Inland Revenue to: a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Proposal. The Respondent/s agrees that all such information will be confidential to Inland Revenue.	[agree / disagree]
<b>Requirements:</b>	I/we have read and fully understand the nature and extent of Inland Revenue's Requirements as described in Section 2. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[agree / disagree]
<b>Ethics:</b>	In submitting this Proposal the Respondent/s warrants that it: a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of Inland Revenue (other than the Point of Contact) to lobby or solicit information in relation to the RFP c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of Inland Revenue.	[agree / disagree]
<b>Offer Validity Period:</b>	I/we confirm that this Proposal, including the price, remains open for acceptance for the Offer Validity Period stated in Section 1, paragraph 1.6.	[agree / disagree]

Respondent's declaration		
Topic	Declaration	Respondent's declaration
<b>Conflict of Interest declaration:</b>	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Proposal or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFP process the Respondent/s will report it immediately to Inland Revenue's Point of Contact.	[agree / disagree]
<p><b>Details of conflict of interest: if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable'.</b></p>		
<p><b>DECLARATION</b></p> <p>I/we declare that in submitting the Proposal and this declaration:</p> <ul style="list-style-type: none"> <li>a. the information provided is true, accurate and complete and not misleading in any material respect</li> <li>b. the Proposal does not contain intellectual property that will breach a third party's rights</li> <li>c. I/we have secured all appropriate authorisations to submit this Proposal, to make the statements and to provide the information in the Proposal and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements. I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Proposal may result in the Proposal being eliminated from further participation in the RFP process and may be grounds for termination of any Contract awarded as a result of the RFP.</li> </ul> <p>By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.</p>		
<b>Signature:</b>		
<b>Full name:</b>		
<b>Title / position:</b>		
<b>Name of organisation:</b>		
<b>Date:</b>		



## Attachment B: Response Form for Pricing

Version FIN  
Date: 09.03.2018

### Section 1: Introduction

This Response Form for Pricing is part of the Request for Proposal (RFP) document.

Completing pricing response:

Participants are required to:

- Use version MS Excel 2010 to enable use of functionality when responses are returned to Inland Revenue Department (IR);
- Ensure "Automatic" is ticked for Workbook Calculation;
- Complete the data entry into all cells with text or values in light blue either by typing free text and values or by data selection from top down list. The existing values in these cells are for demonstration only.
- All data entry specific requirements are in the following format: Bold Red highlighted in Yellow such as : Data
- Identify assumptions and costs that have been included or excluded from prices outlined.

#### Tab specific instructions:

2-Resource Plan: The effort proposed in this tab should NOT include Programme contingency. Enter the Discounted Rate for IR in NZ\$. Price expressed in the rate should be fully loaded, risk adjusted and expressed in NZ\$ and should ONLY exclude the following:

- a) Workshop design and facilitation costs, which is covered in "3-Workshops" tab in this workbook and
- b) Travel and accommodation cost, which is covered in "4-Travel & Accommodation" tab in this workbook and
- b) Additional Cost identified as a result of impact assessment from various assumptions in "11-Assumptions" tab and
- c) Contingency Cost (programme level contingencies) identified as a result of Impact assessment from the "10-Contingency" tab and
- d) GST

- "Role ID" column - selection can be made using top down list. Role ID is unique to a role. For example, if there are two Project Managers, assign different Role IDs to each Project Manager.

3- Workshop deliverables: Include all costs involved in design and facilitation. Please note the pricing assumptions included at the top of the workbook.

4-Travel,Accommodation& expenses: For those resources identified as requiring travel and accommodation in the '2-Resource Plan' tab, cost must be included and profiled in the '4-Travel and Accommodation' tab. **The role ID must be the same.** '4-Travel & Accommodation' tab must include all the cost related to travel and accommodation including airfares, land travel, accommodation and other costs (to be agreed by IR), one-off cost related to travel and accommodation should be listed in this tab with details in the comments column.

5a-As A Service: Include costs and the metric on which they are calculated.

5b-As A Service Assumptions:Include any assumptions made in tab 5a and their financial impacts.

6a-Service Management: Include any costs in relation to support & service management for the delivered solution.

6b-Service Management Assumptions: Include any assumption made in tab 6a and their financial impacts.

7-3rd Party Costs: Include any costs which will be incurred by IR but will be provided by a 3rd party.

8-IR Effort Worksheet: All roles and effort of the expected IR resource contribution to support deliverables you are leading and managing should be documented and disclosed using this tab.

9-Storage (if required): Include any online storage costs associated with supporting the deliverables you are providing.

10-Contingency: Contingency in this workbook means the Programme level contingency required. The delivery/scheduled contingency (contingency related to minor rework required to deliverables and Programme approvals that have a 100% probability

### Section 2: Overview of the Template

The PRTP has 12 active tabs:

- Tab 1-Instructions
- Tab 2-Resource Plan
- Tab 3- Workshops
- Tab 4-Travel&Accommodation
- Tab 5a-As A Service Costs
- Tab 5b-As a Service Cost Assumptions
- Tab 6a-Service Management
- Tab 6b-Service Management Assumptions
- Tab 7-3rd Party Costs (including platform software)
- Tab 8-IR Effort Worksheet
- Tab 9-Storage (if required)
- Tab 10-Contingency
- Tab 11-Assumptions
- Tab 12-Summary

### Section 3: How to Complete this Response Form

#### How to complete this Pricing Response Form

Step 1: Complete the Resource Plan tab (Click "+" symbol to show extra information for instructions, and extra field to complete, Fonts in light blue needs to be filled)

Step 2: Enter workshop design and facilitation costs.

Step 3: Complete the Travel and Accommodation tab (include other relevant costs). Ensure Role IDs relate to resources entered into the tab 2-Resource Plan

Step 4: Complete the As A Service tab. Yrs 1-5 are included as there may be a "ramp up" period. Complete On-going cost column to capture annual costs once project complete.

Step 5: Complete the As A Service Cost Assumptions tab

Step 6: Complete the 3rd Party Costs tab

Step 7: Complete the Contingency tab using the template provided in tab 10

Step 8: Document all assumptions and the estimated cost/impact expressed in NZ\$ as explicitly as possible in the template provided in tab 11

Step 9: Check tab 12 and ensure all the cross checks are "OK" and perform sense check on Summary Cost

Step 10: Document all IR Resourcing required to support deliverables you are leading and managing in the template provided in tab 8

IN CONFIDENCE

Done  
(Y/N)



### 3 - Workshops

This section is intended to capture all Workshop design and facilitation costs (including resources).

For the purpose of this pricing exercise, please base your cost estimates on the below assumptions:

- Workshops are in-person for 30 attendees.
- Logistics (venue hire, travel etc.) will be organised by Inland Revenue

For each cost item, please explain the basis of your calculation, what it includes, assumptions, duration and any circumstances in which Inland Revenue would incur additional costs.

Cost Item	Purpose of Item	Cost	Assumptions
e.g. Trainer(s) / Facilitator			
e.g. Materials			
<b>Total</b>		\$ -	







## **5b-As a Service Cost Assump**

Participant to provide all assumptions in relation to costs outlined in '5a - As A Service Costs' in the space provided below. Participants must outline associated cost impacts of each assumption as well as outline if the assumptions have been included or excluded in the pricing estimate provided.

<b>Assumption Description</b>	<b>Cost Impact</b>	<b>Impact included in pricing response in tab 5a? (Yes/No)</b>

**Price Management**

Participants are requested to outline costs in relation to support & service management not already included in as-a-service costs in tab 5a.

Price Management includes all services required to deliver the full suite of support services for the day-to-day management and support of the delivered solution. Early support (0-3 months) must be covered under the '2-Resource Plan' tab.

Each approach, please explain the basis of your calculation, what it includes, assumptions, service level options, term and any circumstances in which Inland Revenue need to pay extra.

Role ID should be unique and link to the same role across all tabs.

Participants must outline all assumptions in '6b - Service Management Assumptions' tab along with associated cost impacts of each assumption as well as outline if the options have been included or excluded in the pricing estimate provided.

Annual ongoing cost  
Total 5 year cost           0           \$0

Stage of support	Role ID	Role Title	Contractor Name	Position Level (Years)	Position Level	Company	Source of Resource	Travel Required	Country - Home Office	On/Offshore	Discounted Rate %	Total Effort Days over 5yrs	Total 5yr Effort Cost	Y1	Y2	Y3	Y4	Y5	Ongoing annual cost	Comments	
					#N/A							0	\$0								
					#N/A							0	\$0								
					#N/A							0	\$0								
					#N/A							0	\$0								
					#N/A							0	\$0								
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					#N/A							0	\$0								
					#N/A							0	\$0								
					#N/A							0	\$0								

To Select value from drop down list

To Select value from drop down list

To enter Role Title

To Enter Name of Contractors proposed, Optional data Entry

To Select value from drop down list

Automatic Population

To Enter the name of the company where the person will be from

To Select value from drop down list

To Select value from drop down list

Select Value From Drop down list, Home office (refer to Reference tab for full country name)

Select Value From Drop down list, On-Offshore

To Enter Daily Discount Rate

Auto Population

Auto Population

To Enter Days per annum

To Enter Days per annum

To Enter Days per annum

To Enter Days per annum

To Enter Days per annum

To Enter Costs Per annum

To Enter Additional Details

## 6b Service Mgmt Assump

Participant to provide all assumptions in relation to costs outlined in '6a Service Management' in the space provided below. Participants must outline associated cost impacts of each assumption as well as outline if the assumptions have been included or excluded in the pricing estimate provided.

Assumption Description	Cost Impact	Impact included in pricing response in tab 8? (Yes/No)

## 7-3rd Party costs

Total annual ongoing cost \$ -  
Total One-off costs \$ -  
5 year ongoing cost \$ - **OK**

Any other third party products (**including any platform software costs**) or services required to deliver your Solution not already included in this pricing response, should be itemised in

Product Service	Purpose of product / service	One-off/ Ongoing	Total Cost	Estimate or Actual	Assumptions
		<b>Total</b>	<b>\$ -</b>		







# 11-Assumptions

[IN CONFIDENCE RELEASE EXTERNAL]

(Excluding contingencies identified in Contingency tab and items noted on tab 5b-As a Service Cost Assump and 6b Service Mgmt Assump)

Total financial impact for Assumptions: \$ -

To Enter Free Text	To Select value from drop down	To Enter Cost or NA
Assumptions description	Cost of impact included in the other parts of the Pricing model (Yes/No)	Financial impact \$
Assumption 1		
Assumption 2		
Assumption 3		
Assumption 4		



## 12-Summary

Summary of All Cross Checks

Checks	Result
Travel and Accommodation Monthly Breakdown with cost by Roles Check	OK
Total Effort Days by Work Package: resource plan tab vs summary below	OK
Total 3rd Party Costs	OK
Total Effort Cost by Work Package: resource plan tab vs summary below	OK

### Summary Effort days and Costs for Design & Implementation

One-off costs			
Activity	Total Effort Days per Work Package	Total Effort Cost per Work Package	Blended Rate
<b>Worldview</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
Foundation	0	\$0	\$0
Comfortable	0	\$0	\$0
Confident	0	\$0	\$0
Capable	0	\$0	\$0
<b>Tikanga &amp; Systems</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
Foundation	0	\$0	\$0
Comfortable	0	\$0	\$0
Confident	0	\$0	\$0
Capable	0	\$0	\$0
<b>Relationships &amp; Responsibilities</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
Foundation	0	\$0	\$0
Comfortable	0	\$0	\$0
Confident	0	\$0	\$0
Capable	0	\$0	\$0
<b>Te reo Māori</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
Foundation	0	\$0	\$0
Comfortable	0	\$0	\$0
Confident	0	\$0	\$0
Capable	0	\$0	\$0
<b>Total Effort</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
<b>Workshop cost</b>		<b>\$0</b>	
<b>Total Travel, Accommodation and expenses:</b>		<b>\$0</b>	
<b>Total 3rd Party One-off costs</b>		<b>\$0</b>	
<b>Total One-off costs excluding Contingency</b>		<b>\$0</b>	
Contingency		\$0	
<b>Total One-off Cost including Contingency</b>		<b>\$0</b>	
Annual Costs			
<b>As a Service costs per annum</b>		<b>\$0</b>	
<b>Total Storage costs per annum</b>		<b>\$0</b>	
<b>Service Management costs per annum</b>		<b>\$0</b>	
<b>3rd Party Ongoing costs per annum</b>		<b>\$0</b>	
<b>Total Annual ongoing cost excluding contingency</b>		<b>\$0</b>	
Contingency		\$0	
<b>Total Annual Costs including Contingency</b>		<b>\$0</b>	

**GOVERNMENT MODEL CONTRACT  
FOR SERVICES**

(6<sup>th</sup> edition amended by and for Inland Revenue)

**CONTRACT**

Inland Revenue (**Buyer**) appoints the Supplier, and the Supplier accepts the Buyer’s appointment, to provide the Services and Deliverables on the terms and conditions set out in the Contract Details and Terms and Conditions below.

**SIGNATURES**

For the Buyer:	For the Supplier:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:
Witnessed by:	Witnessed by:
Name:	Name:
Date:	Date:

**CONTRACT DETAILS**

<b>SUPPLIER’S DETAILS</b> (Clauses 4 and 14, Terms and Conditions)	Full legal name:	Insert name	
	Postal address for Notices:	Insert address	
	Email:	Insert email address	
	Phone:	Insert phone number	
	Supplier’s Contract Manager name:	Insert name	
	Supplier’s Contract Manager phone number and email address:	Insert phone number	Insert email address
<b>BUYER’S DETAILS/ADDRESS FOR INVOICES</b> (Clauses 3, 4 and 14, Terms and Conditions)	Full legal name:	<b>HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND</b> acting by and through the <b>COMMISSIONER OF INLAND REVENUE</b> or his or her duly authorised delegate ( <b>Inland Revenue</b> or <b>IR</b> )	
	Postal address for Notices:	Inland Revenue Asteron Centre 55 Featherston St Wellington	
	Buyer’s Contract Manager name:	Insert name	

	Buyer's Contract Manager phone number and email address:	Insert phone number	Insert email address
<b>START DATE</b> (Clause 1, Terms and Conditions)	Insert date		
<b>END DATE</b> (Clause 1, Terms and Conditions)	Insert date		
<b>RENEWAL PERIOD</b> (Clause 1, Terms and Conditions)	The Buyer may renew this Contract up to [insert number] of times for an additional period of [insert length of renewal]. OR Not applicable.		
<b>SERVICES</b>	<p><b>Context [optional]</b> Describe the background to the Services</p> <p>What are the overarching goals, objectives and outcomes you want to achieve?</p> <p><b>Description of Services</b> What is the nature of the Services?</p> <p>How should the Services be delivered?</p> <p>[Refer to any proposal prepared by the Supplier if this helps describe any aspects of the Services]</p> <p>[Include details of any meetings that will form part of the Services and that the Supplier must attend]</p> <p><b>Performance standards</b> [If appropriate include details of relevant performance standards.]</p>		
<b>DELIVERABLES/ MILESTONES</b>	The Deliverables/Milestones will include: What are the key Deliverables or outputs? What are the specific tasks the Supplier must complete? [If appropriate – include details of the Records that the Supplier must transfer to the Buyer during the term of the Contract, or at the end of the Contract]		
<b>APPROVED PERSONNEL AND/OR APPROVED SUBCONTRACTOR</b> (Clauses 2.4, Terms and Conditions)	[Insert name(s)] OR Not applicable.		
<b>INVOICING</b> (Clauses 3.2, Terms and Conditions)	The Supplier must send the Buyer an invoice for the Charges at the following times: [Choose one option, insert relevant details and delete remainder] [If the currency is not NZD clearly state the agreed currency] On completion of the Services.		

<b>CHARGES</b> (Clause 3, Terms and Conditions)	<p>OR</p> <p>At the end of the month, for Services delivered during that month.</p> <p>OR</p> <p>On the following dates subject to completion of the relevant Deliverables/Milestones to the Buyer's satisfaction:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Deliverable/Milestone</th> <th style="text-align: left;">Due date</th> <th style="text-align: left;">Amount due (excluding GST)</th> </tr> </thead> <tbody> <tr> <td>Insert specific Deliverables/Milestones to be achieved</td> <td>Completion date for Deliverable/Milestone</td> <td>\$Insert specific Deliverables/Milestones to be achieved</td> </tr> <tr> <td>Insert specific Deliverables/Milestones to be achieved</td> <td>Completion date for Deliverable/Milestone</td> <td>\$Insert specific Deliverables/Milestones to be achieved</td> </tr> <tr> <td>Insert specific Deliverables/Milestones to be achieved</td> <td>Completion date for Deliverable/Milestone</td> <td>\$Amount payable on completion of Deliverable/Milestone</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total (excluding GST)</b></td> <td>\$Overall total</td> </tr> </tbody> </table>	Deliverable/Milestone	Due date	Amount due (excluding GST)	Insert specific Deliverables/Milestones to be achieved	Completion date for Deliverable/Milestone	\$Insert specific Deliverables/Milestones to be achieved	Insert specific Deliverables/Milestones to be achieved	Completion date for Deliverable/Milestone	\$Insert specific Deliverables/Milestones to be achieved	Insert specific Deliverables/Milestones to be achieved	Completion date for Deliverable/Milestone	\$Amount payable on completion of Deliverable/Milestone	<b>Total (excluding GST)</b>		\$Overall total
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<b>Total (excluding GST)</b>		\$Overall total														
<b>CHARGES</b> (Clause 3, Terms and Conditions)	<p><b>Fees</b></p> <p>The Supplier's Fees will be calculated as follows: [Choose one option, insert relevant details and delete remainder]</p> <p>[If the currency is not NZD clearly state the agreed currency]</p> <p><b>Fixed Fee</b> A fixed Fee of \$Fixed Fee amount excluding GST.</p> <p>OR</p> <p><b>Hourly Fee Rate</b> For each hour worked an Hourly Fee Rate of \$Hourly rate fee excluding GST, up to a total maximum of \$Maximum Fee excluding GST.</p> <p>If the Supplier reaches the total maximum Fee without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.</p> <p>OR</p> <p><b>Daily Fee Rate</b> For each day worked a Daily Fee Rate of \$Daily Fee Rate excluding GST, up to a total maximum of \$Maximum fee excluding GST. One day's work is defined as eight hours. If the Supplier works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate; that is, (Daily Fee Rate ÷ 8) x hours worked.</p> <p>If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.</p> <p>OR</p> <p><b>Individual Personnel Rates and/or Approved Personnel Rates</b> Hourly/Daily Fee Rate for each of the Approved Personnel set out below, up to a total maximum of \$Maximum Fee excluding GST, in accordance with the following table of rates.</p> <p>The Approved Personnel are named individuals approved by the Buyer, as stated above.</p>															

<b>Approved Personnel</b>	<b>Hourly/Daily Fee Rate (excluding GST)</b>	<b>Total hours/days</b>	<b>Total Fees</b>
Insert name of Approved Personnel	Insert hourly or daily rate as applicable	Insert total maximum chargeable hours/days	\$Insert total maximum charge for fees
Insert name of Approved Personnel	Insert hourly or daily rate as applicable	Insert total maximum chargeable hours/days	\$Insert total maximum charge for fees
<b>Total chargeable hours/days</b>			Insert total
<b>Total chargeable Fees (excluding GST)</b>			\$Insert total

Delete unwanted rows. Copy and paste to add rows.

**Daily Allowance**  
No Daily Allowance is payable.

**Expenses** [Choose one option, insert relevant details and delete remainder]

No reimbursement of Expenses.

OR

**Actual and reasonable — general Expenses**  
The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to a total maximum amount of \$Total maximum amount excluding GST provided that:

- the Buyer has given prior written consent to the Supplier incurring the Expense
- the Expense is charged at actual and reasonable cost, and
- the claim for Expenses is supported by GST receipts.

OR

**Actual and reasonable — specified Expenses**  
The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to the total maximum amounts stated below, provided that the claim for Expenses is supported by GST receipts.

<b>Item of Expense</b>	<b>Number of items</b>	<b>Cost (excluding GST)</b>	<b>Total maximum cost (excluding GST)</b>
Accommodation	Number of nights	\$	\$Total cost
Meals	Breakfast, lunch, and dinner	Number of days	\$Total cost
Airfares	Number of return flights	\$Cost per flight	\$Total cost
<b>Total maximum Expenses (excluding GST)</b>			\$Overall total cost

<p><b>REPORTING REQUIREMENTS</b> (Clause 5.2, Terms and Conditions)</p>	<table border="1"> <thead> <tr> <th data-bbox="474 248 774 288">Report to</th> <th data-bbox="774 248 1173 288">Description of report</th> <th data-bbox="1173 248 1441 288">Due date</th> </tr> </thead> <tbody> <tr> <td data-bbox="474 288 774 338">Contract Manager</td> <td data-bbox="774 288 1173 338">Interim progress report</td> <td data-bbox="1173 288 1441 338">Select date</td> </tr> <tr> <td data-bbox="474 338 774 389"></td> <td data-bbox="774 338 1173 389">Monthly progress report</td> <td data-bbox="1173 338 1441 389">Select date</td> </tr> <tr> <td data-bbox="474 389 774 441"></td> <td data-bbox="774 389 1173 441">Project completion report</td> <td data-bbox="1173 389 1441 441">Select date</td> </tr> </tbody> </table>	Report to	Description of report	Due date	Contract Manager	Interim progress report	Select date		Monthly progress report	Select date		Project completion report	Select date
Report to	Description of report	Due date											
Contract Manager	Interim progress report	Select date											
	Monthly progress report	Select date											
	Project completion report	Select date											
<p><b>INSURANCE</b> (Clause 8.1, Terms and Conditions)</p>	<p>The Supplier must have the following insurance: [Delete what is not applicable]</p> <ul style="list-style-type: none"> <li>Public liability insurance of \$Insert figure <b>OR</b> [three/five/ten] times the total Fees paid and payable under this Contract.</li> <li>Professional indemnity insurance of \$Insert figure per claim and \$Insert figure <b>OR</b> [three/five/ten] times the total Fees paid and payable under this Contract for all claims in the insurance policy period.</li> </ul> <p>OR</p> <p>The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1, Terms and Conditions.</p>												
<p><b>OFFSHORING OF BUYER DATA</b> (Clause 13.4, Terms and Conditions)</p>	<p>The Buyer grants its written consent for the purposes of clause 13.4 c, Terms and Conditions as follows:</p> <p>[Insert specific details of the type of Buyer Data, the offshore location to which the Buyer Data will be stored, accessed or transferred and any terms/conditions attached to this consent.]</p> <p><b>[Before this section is completed obtain appropriate internal approvals].</b></p>												
<p><b>LIABILITY</b> (Clause 16.1 b, Terms and Conditions)</p>	<p>[Insert [\$5 million]]</p>												
<p><b>SPECIFIC CODE OF CONDUCT/POLICIES /HEALTH SAFETY /PROTECTIVE SECURITY/ LEGISLATIVE REQUIREMENT</b></p>	<p>Reference any specific code of conduct (other than Supplier Code of Conduct), policies, health &amp; safety, protective security or legislative requirement the Supplier must be aware of and comply with in providing the Services. These can be noted in the 'Attachments' box at the end of Schedule 1.</p> <p>[Attach a copy and/or provide web address where the document can be located]</p>												
<p><b>CHANGES TO TERMS AND CONDITIONS AND ATTACHMENTS</b></p>	<p>None. OR The Terms and Conditions of this Contract is amended as follows: [Insert amendments] AND/OR List attachments to this Contract.</p>												

**TERMS AND CONDITIONS**

**Length of Contract**

- 1.1 **Start Date:** This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date unless extended or terminated earlier.
- 1.3 **Renewal:**
  - a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in the Contract Details by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
  - b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

**The Services**

- 2.1 **Both Parties' obligations:** Both Parties agree to:
  - a. act in good faith and honestly in their dealings with each other
  - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
  - c. notify each other promptly of any actual or anticipated issues that could:
    - significantly impact on the Services or the Charges, and/or
    - receive media attention, and
  - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
  - a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Services
  - b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services, within reasonable timeframes, and
  - c. pay the Supplier the Charges for the Services as long as the Supplier has delivered the Services and invoiced the Buyer in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
  - a. deliver the Services:
    - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in the Contract Details or reasonably notified by the Buyer to the Supplier from time to time,
    - within the amounts agreed as Charges, and
    - without disrupting or adversely affecting any part of the Buyer's operations or its information technology or telecommunications systems,
    - with due care, skill, and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be

- expected from a leading supplier in the relevant industry
- b. ensure that its Personnel have the necessary skills, experience, training, and resources to deliver the Services
- c. provide all equipment and resources, or other property, including access to a site, necessary to deliver the Services and use that property and access that site, solely for the purpose of providing the Services and will follow any directions given by the Buyer
- d. co-operate with the Buyer and the Buyer's other suppliers, to ensure the seamless provision of the Services to the Buyer, and
- e. comply with the Supplier Code of Conduct issued by the Procurement Functional Leader (see www.procurement.govt.nz) and any other relevant codes of conduct listed in the Contract Details.

- 2.4 **Approved Personnel:** Where Approved Personnel have been agreed in the Contract Details, the Supplier must:
  - a. use those Approved Personnel in delivering the Services, and
  - b. obtain the Buyer's prior written approval if the Supplier wishes to change any Approved Personnel.
- 2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, confidentiality, and security requirements, as provided to the Supplier.
- 2.6 **Health, safety and security:** The Supplier must:
  - a. consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, and what is required from the Supplier to assist the Buyer to comply with, the HSW Act as it relates to, or affects, the Contract
  - b. comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Contract
  - c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
  - d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
    - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and
    - Protective Security Incident.
- 2.7 **Employment standards:** The Supplier must
  - a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
  - b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7 above.
- 2.8 **Respect:** The Supplier must deliver the

Services in a manner that:

- a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
- b. respects the personal privacy and dignity of all individuals.

2.9 **Tax obligations:** The Supplier warrants that it has and will continue to meet all its tax obligations and comply with all tax law, whether in New Zealand or outside of New Zealand. Where the Supplier breaches this warranty, the Buyer may immediately terminate this Contract by giving written notice in writing to the Supplier.

2.10 **Tax compliance and criminal checks:** For the purposes of protecting the integrity of the tax system, the Buyer may conduct tax compliance checks and and/or criminal checks in relation to the Supplier and any of its Personnel and Subcontractors at any time during the term of this Contract and the Supplier must obtain all necessary consents for such purpose. Where the Buyer is not satisfied with the result of any tax compliance check or criminal check for:

- a. the Supplier, the Buyer may immediately terminate this Contract by giving Notice to the Supplier, or
- b. any Personnel or Subcontractor, the Buyer may require the removal of the Personnel or Subcontractor from providing any Services by giving Notice to the Supplier and the Supplier must comply with that Notice within five Business Days.

2.11 **Removal of Personnel:** If the Buyer considers that any Supplier Personnel or Subcontractor is unsatisfactory or unsuitable then the Buyer will provide the Supplier with written notice requiring the Supplier to replace the Personnel or Subcontractor. The Supplier will replace the Personnel or Subcontractor within five Business Days of receipt of the notice and will pay the costs of the replacement.

**Charges & Payment**

3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.

3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in in the Contract Details. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:

- a. clearly show all GST due, if any
- b. be in New Zealand currency or the currency stated in in the Contract Details
- c. be clearly marked 'Tax invoice'
- d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
- e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in the Contract Details
- f. state the date the invoice was issued
- g. name this Contract and provide an accurate description of the Services supplied, including the amount of time

spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate

- h. contain the Buyer's contract reference and correct purchase order number raised by the Buyer and supplied to the Supplier
- i. state the Charges due, calculated correctly, and
- j. be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.

3.3 **Payment:** Subject to clauses 3.2, 3.4 and 11.4(e) below: if the Buyer receives a valid tax invoice:

- a. on or before the 5<sup>th</sup> Business Day of the month, the Buyer will pay that invoice by the 20<sup>th</sup> calendar day of that month, or
- b. after the 5<sup>th</sup> Business Day of the month, the Buyer will pay that invoice by the 20<sup>th</sup> calendar day of the following month.

3.4 **Earlier payment:** Notwithstanding clause 3.3, the Buyer will use all reasonable endeavours to pay a valid tax invoice within 10 Business Days of that invoice being received in the Buyer's accounts payable system.

3.5 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and:

- a. the Supplier must provide a replacement tax invoice for the undisputed amount if the Buyer requests one, and
- b. the Buyer:
  - must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
  - may withhold payment of the disputed portion until the dispute is resolved.

**Contract Management**

4.1 **Contract Manager:** The persons named in the Contract Details as the Contract Managers will manage the Contract, including:

- a. managing the relationship between the Parties
- b. overseeing the effective implementation of this Contract, and
- c. acting as a first point of contact for any issues that arise.

4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

**Information Management**

5.1 **Information and Records:** The Supplier must:

- a. keep and maintain Records in accordance with prudent business practice and all applicable laws
- b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
- c. make sure the Records are kept safe and are easy to access



- d. give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
  - e. co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
  - f. make its Records available to the Buyer during the term of the Contract and for seven years after the End Date unless already provided to the Buyer earlier or the Buyer requests the Supplier to provide the Records to the Buyer on the termination or expiry of the Contract, and
  - g. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal, if requested by the Buyer.
- each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
  - any subcontract it enters into is on terms that are consistent with this Contract
- c. will remain responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted, and
  - d. will remain responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

- 5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in the Contract Details.
- 5.3 **Audit:** The Buyer may audit the Supplier's provision of the Services, invoicing, and/or compliance with the terms of this Contract, annually, or at any time, where the Buyer has reasonable grounds to suspect the Supplier has not complied with this Contract. The Buyer will provide the Supplier with at least two Business Days' notice of an audit.

**The Contractual Relationship**

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:**
  - a. The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.
  - b. If the Supplier is a company, any transfer of shares, or any other arrangement, that changes the effective control of the Supplier is deemed to be a transfer of rights and obligations for the purposes of this clause.
- 6.4 **Non-exclusive:** The Parties agree that the Supplier's appointment under this Contract is non-exclusive and the Buyer does not guarantee any minimum level of business or services by entering into this Contract.

**Subcontractors**

- 7.1 **Subcontracting:** The Supplier must not enter into a contract with someone else to deliver any part of the Services without the Buyer's prior written approval.
- 7.2 **Supplier responsibilities:** The Supplier:
  - a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Services being subcontracted
  - b. must ensure that:

**Insurance**

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in the Contract Details, the Supplier must:
  - a. hold the insurance, with a reputable insurer, as specified in the Contract Details, and maintain that insurance cover for the term of this Contract and for a period of three years after the End Date, and
  - b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current, within 10 Business Days of any request from the Buyer.

**Conflicts of Interest**

- 9.1 **Avoiding conflicts of interest:** The Supplier:
  - a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
  - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree, and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

**Resolving Disputes**

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
  - a. a Party will notify the other if it considers a matter is in dispute
  - b. the Contract Managers will attempt to resolve the dispute through negotiation
  - c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
  - d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation:** If a dispute is referred to mediation, the mediation will be conducted:

- a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute on the terms of the Resolution Institute Mediation Rules, and
  - b. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
- 10.3 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.
- 10.4 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
- 10.5 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1 above, unless that Party requires urgent relief from a court.

#### Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
- a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
  - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
- a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
  - b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent
  - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
  - c. becomes subject to any form of external administration
  - d. ceases for any reason to continue in business
  - e. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
  - f. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer, or the Crown, or
  - g. provides information to the Buyer that is misleading or inaccurate in any material respect.
- 11.4 **Termination for breach:**
- a. If a Party breaches this Contract (**defaulting Party**), other than a failure

- by the Buyer to pay any Charges, the non-defaulting Party may give a default Notice to the defaulting Party.
- b. A default Notice must state:
    - the nature of the breach, and
    - the time and date by which it must be remedied.
  - c. The period allowed to remedy the breach must be reasonable given the nature of the breach.
  - d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
  - e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
    - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
    - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

#### 11.5 Supplier's obligations:

- a. On giving or receiving a Notice of termination, the Supplier must:
  - comply with any conditions contained in the Notice, and
  - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return, or securely destroy all Confidential Information and other material or property belonging to the Buyer.

#### 11.6 Accrued rights:

- The termination or expiry of this Contract does not affect any rights of a Party which:
- a. arose prior to the End Date, or
  - b. relate to any breach of this Contract that arose prior to the End Date.

#### 11.7 Buyer's rights:

- Subject to clause 11.2(b) above, if this Contract is terminated the Buyer:
- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
  - b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Services or Deliverables that have not been provided.

#### 11.8 Handing over the Services:

- a. The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to three months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

**Intellectual Property Rights**

**12.1 Ownership of Intellectual Property Rights:**

- a. Pre-existing Intellectual Property Rights remain the property of their owner.
- b. New Intellectual Property Rights in the Deliverables (including modifications, adaptations and additions to material subject to Pre-existing Intellectual Property Rights) become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- c. New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.
- d. The Supplier grants to the Buyer (as the Crown) a perpetual, irrevocable, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
  - receive the full benefit of the Services and Deliverables, and
  - use, copy, modify, develop, and distribute the Deliverables and Intellectual Property Rights in the Deliverables.

**12.2 Supplier warranties:** The Supplier warrants that:

- a. it is legally entitled to grant the licence in clause 12.1(d) above, and
- b. the Crown's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

**Confidential Information and Privacy**

**13.1 Protection of Confidential Information:**

Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a. to the extent that use, or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
- b. to the extent that disclosure is, in the case of the Supplier, to its Personnel who have a need-to-know for the purposes of fulfilling the Supplier's obligations under this Contract or, in the case of the Buyer, for its business and operational purposes and to obtain the full intended benefit of the Services
- c. if the other Party gives prior written approval to the use or disclosure
- d. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
- e. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

**13.2 Obligation to inform staff:** Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

**13.3 Security:** Each Party will:

- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
- b. notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
- c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

**13.4 Additional confidentiality obligations:**

- a. The Supplier will advise the Buyer in writing of it is legally required to disclose any of the Buyer's Confidential Information and will follow the Buyer's reasonable directions in order to limit the disclosure to the extent possible.
- b. If required by the Buyer, the Supplier, if an individual, must, and must ensure that all of its Personnel, sign and deliver to the Buyer a "certificate of confidentiality" as required by section 18B of the Tax Administration Act 1994, in the form prescribed by the Buyer.
- c. The Supplier must not:
  - transfer any Buyer Data outside of New Zealand
  - make any Buyer Data available to any person outside of New Zealand
  - permit any person to access any Buyer Data from a location outside of New Zealand, or
  - permit or authorise any of the things described in (a) to (c) above to occur,
 without first obtaining the Buyer's written consent. Such written consent may be granted by the Buyer via in the Contract Details and/or separately in writing.

**13.5 Protection of Personal Information:**

Where the Supplier has access to Personal Information under or in connection with this Contract, the Supplier must:

- a. only use, access, store, process or transmit that Personal Information to the extent necessary to provide the Services or Deliverables
- b. ensure that the Personal Information is protected against unauthorised loss, access, use, modification, or disclosure
- c. provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Contract, and
- d. comply with the Privacy Act and not do anything under this Contract that would cause the Buyer to breach the Privacy Act.

**13.6 Privacy Breaches:** If the Supplier becomes aware of any Privacy Breach in relation to this



Contract the Supplier will notify the Buyer as soon as possible and take all reasonable steps:

- a. to identify the person or persons affected
- b. required by the Buyer to undertake its own investigation, and
- c. stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence.

13.7 **Application to Confidential Information** The obligations under clauses 13.5 and 13.6 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in this clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to clauses 13.5 and 13.6.

#### Notices

14.1 **Requirements:** All Notices must be:

- a. in writing and delivered by hand or sent by post, courier, or email to the recipient Party's address for Notices stated in the Contract Details, and
- b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

14.2 **Receipt of Notices:** A Notice will be considered to be received:

- a. if delivered by hand or sent by courier, on the date it is delivered
- b. if sent by post within New Zealand, on the 5<sup>th</sup> Business Day after the date it was sent
- c. if sent by post internationally, on the 9<sup>th</sup> Business Day after the date it was sent, or
- d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,

but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

#### Extraordinary Events

15.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.

15.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

- a. the nature of the circumstances giving rise to the Extraordinary Event
- b. the extent of that Party's inability to perform under this Contract
- c. the likely duration of that non-performance, and
- d. what steps are being taken to remedy or minimise the impact of the Extraordinary Event on the performance of this Contract.

15.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

#### Liability

16.1 **Supplier's liability:** Subject to clause 12.2 above, and subject to the Supplier's liability for breach of clause 13 above, the Supplier's total aggregate liability under or in connection with this Contract, whether in contract or tort (including negligence) or otherwise, is limited to an amount equal to the greater of:

- a. two times the Fees paid and the Fees payable under this Contract at the date the relevant cause of action arose, and
- b. the amount set out in the Contract Details.

16.2 **Buyer's liability:** Subject to the Buyer's liability for breach of clause 13 above, the Buyer's total aggregate liability under or in connection with this Contract, whether in contract or tort (including negligence) or otherwise, is limited to an amount equal to the Fees paid and the Fees payable under this Contract at the date the relevant cause of action arose.

#### General

17.1 **Variations:** A Variation must be agreed by both Parties and recorded in writing and signed by both Parties, or through an exchange of emails, where the signatories or authors have delegated authority to approve the Variation.

17.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements, or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were oral or in writing.

17.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that a does not mean that the other Party is released or excused from any obligation to perform at the time or in the future and does not prevent that Party from exercising its rights at a later time.

17.4 **New Zealand law, currency, and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless the Contract Details specifies a different currency. Dates and times are New Zealand time.

17.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material, or promotional activities.

17.6 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details.

17.7 **No poaching:** During the term of this Contract and for a period of six months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate

advertisement.

17.8 **Remedies cumulative:** The rights of the Parties under this Contract are cumulative. The Parties do not exclude any rights provided by law, unless otherwise expressly stated in this Contract.

17.9 **Clauses that remain in force:** The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 2.9 (Tax obligations), 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information and Privacy), 14 (Notices), 16 (Liability), 17 (General) above, and clause 18 (Definitions) below.

17.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details) then the order of precedence is

- a. a Variation
- b. this Contract
- c. any Attachment to this Contract.

**Definitions:** When used in this Contract the following terms have the meaning beside them:

**Attachment** Any supplementary document named in in the Contract Details as an Attachment to this Contract.

**Approved Personnel** A person who is engaged by the Supplier to deliver the Services and is named in the Contract Details.

**Business Day** A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Buyer** The Buyer is the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer in the Contract Details.

**Buyer Data** All information relating to the Buyer, its business, operations, business strategies, marketing plans, facilities, technologies, stakeholders, customers, taxpayers, and suppliers.

**Charges** The total amount payable by the Buyer to the Supplier as stated in in the Contract Details, including Fees and any Expenses and Daily Allowances.

**Confidential Information** Information including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential, and

in relation to the Buyer, includes the Buyer Data.

**Conflict of Interest** A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel'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 legal agreement between the Buyer and the Supplier that comprises the Contract Details, the Terms and Conditions and any other Variation and Attachment.

**Contract Details** The Contract Details section of this Contract.

**Contract Manager** The person named in in the Contract Details as the Contract Manager.

**Crown** The Sovereign in right of New Zealand and includes a Minister and a government department but does not include a Crown entity, or a State enterprise named in in the Contract Details of the State-Owned Enterprises Act 1986.

**Daily Allowance** An allowance to cover accommodation, meals, and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in in the Contract Details.

**Daily Fee Rate** A fee payable for each day spent in the delivery of Services. A day is a minimum of eight working hours.

**Deliverables** An output resulting from the delivery of the Services as stated in in the Contract Details. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

**End Date** The earlier of the date this Contract is due to end as stated in in the Contract Details, as may be extended under clause 1.3 above, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

**Expenses** Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in the Contract Details.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

**Fees** The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in the Contract Details, excluding any Expenses and Daily Allowances.

**GST** The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

**HSW Act** means the Health and Safety at Work Act 2015.

**Hourly Fee Rate** A Fee payable for each hour spent delivering the Services.

**Intellectual Property Rights** All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs, and patents.

**Milestone** A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

**New Intellectual Property Rights** Intellectual Property Rights developed under this Contract or in the performance of the Services.

**Notice** A communication from one Party to the other

that meets the requirements of clause 14 above.

**Party** The Buyer or the Supplier, and together they are the **Parties**.

**Personnel** All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Pre-existing Intellectual Property Rights** Intellectual Property Rights developed before the date of, or independently from, this Contract. It does not cover later modifications, adaptations, or additions.

**Privacy Act** means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

**Privacy Breach** has the meaning given to that term in the Privacy Act.

**Protective Security Incident** A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

**Records** All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs, and other media recordings. Records can be hard copies or soft copies stored electronically.

**Services** All work, tasks and Deliverables, including those stated in the Contract Details, that the Supplier must perform and deliver under this Contract.

**Start Date** The date when this Contract starts as stated in the Contract Details.

**Subcontractor** A person, business, company, or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

**Supplier** The person, business, company, or organisation named as the Supplier in the Contract Details.

**Terms and Conditions** the Terms and Conditions of this Contract.

**Variation** A change to any aspect of this Contract that complies with clause 17.1 above.

# Te Arapiki: The Stairway

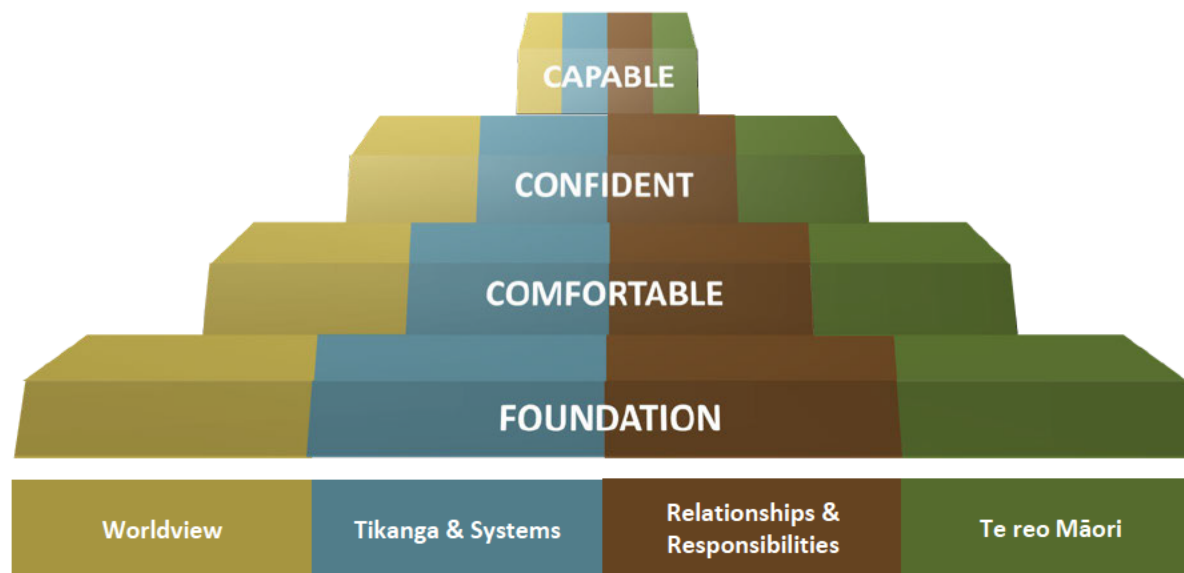
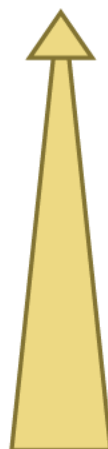
Capability is about how we apply our skills, knowledge, experience and mindset to different situations and reflecting on our experiences to grow and evolve. We each bring our own unique perspective, mindset, experience and te Ao Māori skills and knowledge to our work at IR, so each of our Māori cultural capability development pathways will be unique.

It is anticipated that the large majority of IR people will enter, participate and achieve the **Foundation** level.

The number of people engaging in higher levels will swiftly decrease as the levels rise.

This allows for both breadth of knowledge across all staff, specialised roles, and ongoing personal development for individuals.

We anticipate that as the levels rise, the learning may be more experiential and less based around assets.



# Mid-level Framework Design

Kaupapa	Kaupapa Summary
<b>Worldview</b>	We all have a worldview. Examining, acknowledging and understanding our self worldview and how we differ from others. Examining and learning about Māori worldview. Bring those worldviews alongside each other to acknowledge, understand, appreciate and celebrate both the differences and opportunities for partnership.
<b>Tikanga &amp; Systems</b>	Develop a understanding of different tikanga/kawa and weaving it into the way we work both internally and externally. Learning and understanding fundamental Māori structures and systems and entities.
<b>Relationships &amp; Responsibilities</b>	Understand the history and current state of Māori Crown relationships and why they are important. Examine frameworks and etiquette for engagement and partnership with Māori entities and communities. Explore Te Tiriti o Waitangi to develop awareness of the history, its future and our role in this in supporting IR to be a Tiriti based organisation.
<b>Te reo Māori</b>	To recognise the history and timeline of te reo, its future and our role in this. Have the opportunity to practice the first language of Aotearoa to facilitate connections and open the door to a new way of thinking and seeing the world. From basic pronunciation through to holding conversations in te reo Māori.



# Level: *Foundation*

## Te Arapiki level: *Foundation*

Kaupapa	Component	Subject Matter
Worldview	1: My World View   Unconscious Bias	1.1 - Who are you, what is your world view and how you differ from others? 1:2 - Conscious and unconscious bias privilege/inclusivity 1.3 - Racism and racial equality 1.4 - Doing things differently 1.5 - Reflective practice
	2: Māori Worldview	2.1 - Māori beliefs and values 2.2 - Koha/aroha 2.3 - Whānau/ whanaungatanga 2.4 – Collective thinking
Tikanga & Systems	3: Māori Structures and Systems	3.1 - Waka, Iwi, hapū, whānau, mana whenua, and marae 3.2 - Contemporary Māori entities
	4: Tikanga	4.1 - Tikanga for hui, pōwhiri, mihi whakatau 4.2 - Tikanga around waiata and karakia
Relationships & Responsibilities	5: Māori Crown Relationships	5.1 - What are Māori Crown relationships? 5.2 - What does this mean for me in my role?
	6: What are our responsibilities	6.1 - The Treaty of Waitangi – how does it relate to IR and my role 6.2 - Whāinga Amorangi 6.3 - Māhutonga
Te reo Māori	7: Communicating/ Te reo Māori	7.1 - History/timeline of te reo Māori 7.2 - Basic pronunciation 7.3 - Basic te reo Māori phrases 7.4 - Pepeha 7.5 - IR waiata and karakia

# Level: *Comfortable*

## Te Arapiki level: *Comfortable*

Kaupapa	Component	Subject Matter
<b>Worldview</b>	1: My World View   Unconscious Bias	1.6 - Explain and demonstrate understanding between casual, internalised and structural racism 1.7 - Apply knowledge of privilege, inclusivity, systemic racism, systemic privilege 1.8 - Can identify self within structural racism continuum
	2: Māori Worldview	2.5 - Differences between non-Māori and Māori worldviews 2.6- Applying a Māori world view to IR
<b>Tikanga &amp; Systems</b>	3: Māori Structures and Systems	3.3 - Applying knowledge of fundamental structures of identity (iwi/hapū etc.) within our mahi 3.4 - Demonstrate knowledge of the effects of colonisation on structures and systems
	4: Tikanga	4.3 - Difference of tikanga/kawa of haukāinga
<b>Relationships &amp; Responsibilities</b>	5: Māori Crown Relationships	5.3 - Demonstrating how Māori Crown relationships impact different roles 5.4 - Etiquette/tikanga for whakatau/pōwhiri 5.5 - Basic greetings, farewells, acknowledgements 5.6 - What is ally-ship? How do I be a good ally? 5.7 - Etiquette for engaging with Māori
	6: What are our responsibilities	6.4 - Working in the spirit of the Treaty 6.5 - Treaty of Waitangi history/settlements 6.6 - Behaviours in operating under the Treaty of Waitangi
<b>Te reo Māori</b>	7: Communicating/ Te reo Māori	7.6 - Delivering pepeha 7.7 - Applied pronunciation 7.8 - Basic sentence construction

# Level: *Confident*



## Te Arapiki level: *Confident*

Kaupapa	Component	Subject Matter
<b>Worldview</b>	1: My World View   Unconscious Bias	1.9 - Identifying systemic racism and strategies to deal with it 1.10 - Effects of systemic racism and the impacts on how IR operates 1.11 - Can participate in open discussions on systemic racism and privilege
	2: Māori Worldview	2.7 - Examine and lead discussions about a range of current Māori views 2.8 - Knowledge of kaupapa Māori methodologies and frameworks; applies them when appropriate 2.9 - Develop organisational strategies, policies, and initiatives to influence and lead others work
<b>Tikanga &amp; Systems</b>	3: Māori Structures and Systems	3.5 - How to apply knowledge of Māori structures and systems within IR 3.6 - Describe the Māori structures and systems to others 3.7 - Examine the impacts of colonisation and identity 3.8 - Draw connections between Māori structures and systems to IR systems/structures
	4: Tikanga	4.4 - Advising of tikanga/kawa differences of haukāinga
<b>Relationships &amp; Responsibilities</b>	5: Māori Crown Relationships	5.8 - Advise on correct etiquette used for Māori communications 5.9 - Provide support to those who are engaging with Māori 5.10 - Leading and organising internal pōwhiri/mihi whakatau
	6: What are our responsibilities	6.7 - Educate others on the naturalising the Treaty of Waitangi
<b>Te reo Māori</b>	7: Communicating/ Te reo Māori	7.7 - Holding conversations in te reo Māori

# Level: *Capable*

## Te Arapiki level: *Capable*

Kaupapa	Component	Subject Matter
Worldview	1: My World View   Unconscious Bias	1.12 - Facilitate inter-agency conversation on racism and colonisation and impacts 1.13 - Develops internal programmes to address systemic racism 1.14 - Advises on/implements systemic methods to address and measure institutional racism and advance equity
	2: Māori Worldview	2.10 - Describe non-Māori philosophical and analytical frameworks and methodologies 2.11 - Critique and review how well IR services and policies work for Māori 2.12 - Produce new ways to approach IR policies and procedures that are cognisant of both Māori and non-Māori frameworks
Tikanga & Systems	3: Māori Structures and Systems	3.9 - Co-design internal systems and structures 3.10 - Review and critique current systems to ensure a Māori lens is applied
	4: Tikanga	4.5 - Advise on complex tikanga
Relationships & Responsibilities	5: Māori Crown Relationships	5.11 - Identifies patterns and trends in Māori Crown relationships 5.12 - Lead and advise others resulting in successful Māori Crown relationships 5.13 - Developing Māori Crown relationship frameworks 5.14 - Organising and leading and facilitating Māori Crown relationships
	6: What are our responsibilities	6.8 - Identifying trends and patterns in the Māori Crown relationship 6.9 - What does positive change in this relationship look like? 6.10 - How do we continue our learning of the Treaty of Waitangi as a living document?
Te reo Māori	7: Communicating/ Te reo Māori	7.8 - Leading Māori language revitalisation in IR 7.9 - Te reo Māori extension - beyond basic conversation