

MASTERTON DISTRICT COUNCIL

LIBRARY REFURBISHMENT AND EXTENSION LEAD ARCHITECT SERVICES

REQUEST FOR TENDER

TIMELINE

RFT released	01/07/24
Site Visit	10/7/2024
Deadline for Questions	1pm 15/07/24
Deadline for Tenders	5pm 24/07/24



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THIS OPPORTUNITY IN A NUTSHELL

Context

Masterton District Council confirmed the development of a new Civic Facility which included a new multiuse theatre, conference facilities, council support services, library, and archives in the Long-Term Plan (LTP) 2021-31. The budget provision for the development was \$30.8 million. By 2022 the forecast cost has escalated to \$70m. Council considered this was unaffordable, and the project was put on hold.

Council utilised the 2023/24 Annual Plan consultation process to seek feedback from the community to inform the development of options for a reduced scope Civic Facility, noting that preferred option/s would then be analysed, costed, and consulted on as part of the 2024-34 LTP process.

During this consultation an average of 178-180 submitters responded to each question related to the Library and Civic Facility. The feedback received signalled a change in direction from what was scoped and included in the 2021-31 LTP. Feedback indicated our community would like Council to explore:

1. Developing a new Town Hall with a reduced scope
2. Expanding the existing Library on its current site.

This feedback was developed into options for consultation through the 2024-34 LTP Consultation Process. Further to these options, the council put forward an option to expand the council services building (Waiata House) to future proof the council's ability to provide services to the community and accommodate staff.

These revised options were adopted by Council to proceed forward to LTP consultation on 6 March 2024.

In June 2024 based on feedback received from the community, the elected members debated all options and adopted recommendations which broke the Civic Facility project into independent projects. The independent projects are as follows:

- Demolish the existing Town Hall
- Develop a new Town Hall on the old site
- Extend Waiata House
- Refurbish and Extend the Library.

This Request for Tender (RFT) is for the **Library Refurbishment and Extension** only.

What we need

The purpose of this RFT is for Masterton District Council (MDC) to identify a single Lead Architect with the expertise to lead the design, providing professional, end-to-end Architectural Design services for Masterton's Library Refurbishment and Extension Project.

With the LTP process now complete, MDC has elected to proceed forward with refurbishing the existing library and building an extension to provide additional library services.

This is one of the key projects out of the LTP process that this Council will deliver for our community – we are committed to doing it once, doing it right, and creating something that the community can be proud of. This is an important decision for the future of Masterton.

The project provides an opportunity to achieve our goals and aspirations for the town - bringing Masterton into the 21st century so it is a home that our tamariki and mokopuna can be proud of.

The project is part of our vision to create future-proofed spaces and places for our community, while also incorporating our history. The Architect will be responsible for delivering on this vision and will play a vital role in expressing the desires and aspirations of our community, not only the current generation but for generations to come.

What is important to us

MDC is looking for credible providers who have the capability, skills, and experience to deliver the Lead Architectural Design services for the project.

Suppliers need to have a good track record in the management and execution of Architecture services on similarly complex projects, and the ability to work effectively as part of a wider delivery team.

The project needs to represent Masterton – something that is fit for purpose but reflects the future and appropriately sized for our community. We want to see a library that encapsulates our rural provincial setting, while also integrating and reflecting our rich history.

It is important that the Architect can work with our key stakeholders and community to translate the needs and aspirations into a cohesive, fit-for-purpose design. There is a level of public interest in the project, and the opportunity to bring our community along on the journey as the building is shaped and developed will be critical to its success.

The Architect will be expected to work alongside the building contractor and all other contractors and subcontractors working on this project.

The benefits of the project will include:

- better social outcomes for the community through delivery of a library for current and future generations to enjoy
- positive short-term economic impacts through stimulating the local construction sector
- providing an accessible and welcoming space for all ages in our community to undertake active learning
- a dedicated home for the care and protection of our library material
- a 'hub' for the community with streamlined and coordinated library services.

The objectives are to deliver a library that:

- meets the needs of the Masterton community, and contributes to the wellbeing and liveability of the Wairarapa
- delivers the services that are required by MDC and the community
- embraces our multicultural community
- is financially sustainable and affordable for the community to use.

Why should you tender?

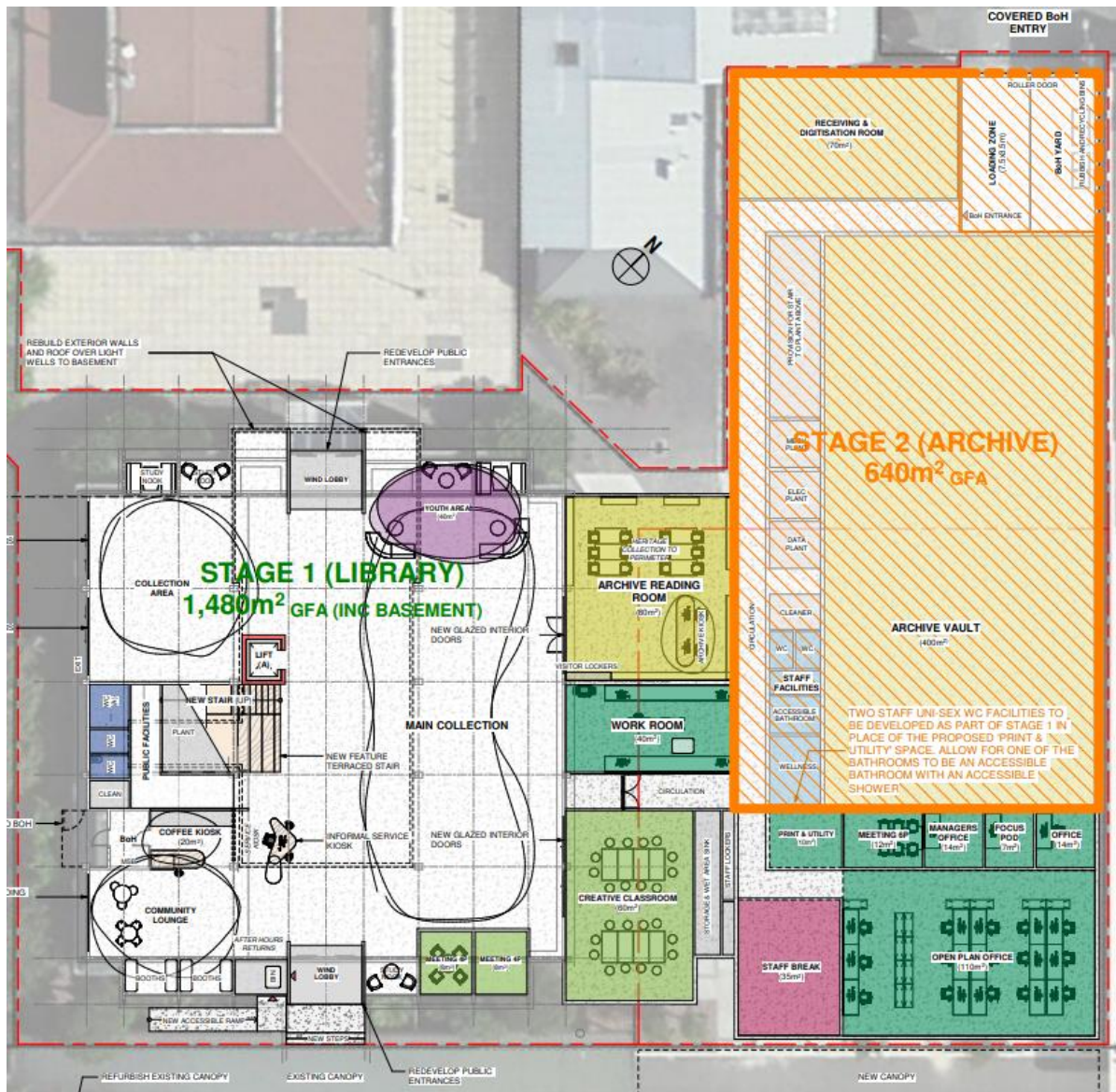
This project is one of the significant projects that the Council will deliver, and the project itself will be part of the community for generations to come. This is an exciting opportunity to make a lasting impression and enduring positive difference for the community. The project will benefit Masterton and the wider Wairarapa region.

The council has undertaken initial bulk and massing which has identified a facility that comprises of the following elements:

PROPOSED LIBRARY & EXTENTION	GFA
Basement	190
GF Existing Library (refurb)	660
GF New Library Addition	440
Library Mezzanine	190

Each of the area identified (aside from the new addition) is refurb scope and is to be included in your proposal. The new library addition is also to be included noting that this is a new building extension and is indicated as the green areas with the staff break room in purple.

The bulk and massing is provided below. Note Stage 2 is not in scope of this work.



A bit about us

Masterton District Council's vision is that Masterton offers the best of rural provincial living. We want 'the best' for everyone in our community, especially our tamariki and mokopuna. We want them to be proud of who they are, and where they come from. We want Masterton to be a place where everyone thrives.

We have identified five aspirational outcomes that will help us achieve our vision for Masterton and enhance wellbeing for our community:

- **An engaged and empowered community:** Masterton is a positive, strong, inclusive, and self-determining community with equitable opportunities for everyone
- **Pride in our identity and heritage:** Masterton values the place and role of tangata whenua and is proud of our cultural identity and heritage
- **A sustainable and healthy environment:** Masterton has rivers we can swim in and drink from, clean air to breathe, green and blue spaces that we can enjoy and share with future generations

- **A thriving and resilient economy:** Masterton has a strong, sustainable, low-carbon economy that supports our people and places
- **Efficient, safe, and effective infrastructure:** Masterton has high-quality and cost-effective infrastructure that meets the current and future needs of our community

People are at the heart of everything we do. We were proud to adopt our Wellbeing Strategy He Hiringa Tangata, He Hiringa Whenua in 2018. This strategy provides direction to support social, cultural, environmental, and economic development that together have a tangible impact on the wellbeing of our people, now and in the future. He Hiringa Tangata, He Hiringa Whenua has guided our decision-making over the past three years and shaped our strategic direction for this plan, placing people firmly at the centre.

Alongside, and at the same time supporting, He Hiringa Tangata, He Hiringa Whenua are our Infrastructure Strategy and our Financial Strategy. We have worked towards building a better Masterton/Whakaoriori, looking after our people and our place, to enhance the wellbeing of our community.

SECTION 1: KEY INFORMATION



1.1 Context

- a. This Request for Tender (RFT) is an invitation to suitably qualified suppliers to submit a Tender for the Library Refurb and Extension Lead Architect Services contract opportunity.
- b. 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 Tender in response to the RFT. 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 that does not submit a Tender’ Definitions are at the end of [Section 6](#).



1.2 Our timeline

- a. Here is our timeline for this RFT.

Steps in RFT process:	Date:
Site Visit – Supplier to indicate interest, MDC will confirm	[10/07/24]
Deadline for Questions from suppliers:	[15/07/24]
Deadline for the Buyer to answer suppliers’ questions:	[17/07/24]
Deadline for Tenders:	[5pm][24/07/24]
Unsuccessful Respondents notified of award of Contract:	[30/08/24]
Anticipated Contract start date:	[03/09/24]

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



1.3 How to contact us

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

- b. **Our Point of Contact**

Name: Lisa Neill

Title/role: Project Manager

Email address: lisa.neill@mstn.govt.nz



1.4 Developing and submitting your Tender

- a. This is an open, competitive tender process. The RFT sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFT. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii. in structuring your Tender consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For helpful hints on tendering and access to a supplier resource centre go to: [www.procurement.govt.nz / for suppliers](http://www.procurement.govt.nz/for-suppliers).

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- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
 - e. In submitting your Tender you must use the Response Form provided. This is a Microsoft Word document that you can download.
 - f. Pricing Schedule to be completed and supplied.
 - g. You must also complete and sign the declaration at the end of the Response Form.
 - h. Check you have provided all information requested, and in the format and order asked for.
 - i. Having done the work, do not be late – please ensure you get your Tender to us before the Deadline for Tenders!
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1.5 Address for submitting your Tender

- a. Tenders must be submitted electronically via GETS
 - b. Tenders sent by post or fax, or hard copy delivered to our office, will not be accepted
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1.6 Our RFT Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Tender the Respondent agrees that their offer will remain open for acceptance by the Buyer for three calendar months from the Deadline for Tenders.
 - b. The RFT is subject to the RFT Process, Terms and Conditions (shortened to RFT-Terms) described in [Section 6](#). We have not made any variation to the RFT-Terms.
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1.7 Later changes to the RFT or RFT process

- a. If, after publishing the RFT, we need to change anything about the RFT, or RFT process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz
 - b. If you downloaded the RFT from GETS you will automatically be sent notifications of any changes through GETS by email.
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SECTION 2: OUR REQUIREMENTS

2.1 Background

This procurement relates to the Lead Architect services critical to the successful delivery of a Library refurbishment and new extension.

Public consultation was undertaken in 2024, which identified that the community was in support of the project. Furthermore, as part of the LTP, Council agreed to fund the project with a \$6.99m construction budget. This is inclusive of:

1. Demolition and alterations
2. Refurbishment of the existing Library
3. The New Building (extension)
4. External works and services upgrade.

The location of the library is 54 Queen Street, Masterton and currently the building is assessed at 70% NBS however, this NBS may change with alterations and could require further seismic strengthening as the project commences.

2.2 What we are buying and why

This RFT relates to the purchase of the Lead Architect services. The key outcomes that we want to achieve are to deliver the design, manage the building consent, and construction observation throughout delivery of the project, ensuring that construction budget is met and not exceeded.

The work packages we are requiring may include, but are not limited to:

- development of the pre concept brief, in conjunction with the Project Manager and MDC
- preparation of Concept Design
- preparation of Preliminary Design
- preparation of Developed Design
- preparation of Detailed Design
- BIM management and Coordination
- submission to Building Consent and answering discipline related RFI's
- construction observation and defecting, where required.

Essentially, we want you to lead the full design services for what would be expected from an Architect.

2.3 What we do not want

We do not want tenders from suppliers who have limited experience in similar projects (budget, profile, community interest, cultural, and environmental considerations) or responses with several tags and exclusions. The project delivery team that the Architect will be part of needs to be established with priority, so we require a supplier with capacity and capabilities to deliver immediately upon commencement of the contract in early August.

The Architect will have a significant impact on the project's success and is expected to be a fully involved team member. We do not want suppliers with little experience working in multi-disciplinary teams. collaboration with the client, key stakeholders and other consultants will be critical to this project's success.

The project will be managed from the Project Delivery Team, led by the Project Manager Lead. MDC follows a principled approach to project management that ensures that all facets of the project management lifecycle are considered, professionally managed, and well executed.

2.4 What we require: capability

We are seeking suppliers that can demonstrate the following capabilities:

- recent experience in similar projects (budget, profile, community interest, cultural and environmental considerations having been required)
- experience integrating as part of the project team, working closely with the client and other parties involved
- breadth of experience within the supplier’s own organisation
- open, effective, and timely communication
- experience with and ability to consider all aspects of risk management and mitigation
- ideally a Wellington regional presence, to avoid costly travel to have people on site if they are travelling from further afield

2.5 Contract term

We anticipate that the Contract will commence around the 02/09/2024. The anticipated Contract term and options to extend are:

Description	Years
Initial term of the Contract	3 Years
Options to extend the Contract	1 year
Maximum term of the Contract	4 years

2.6 Key outcomes

The following are the key outcomes that are to be delivered noting that based on the Architects advice, phase dates could change. The delivery of Building Consent documentation in June 25 is fixed.

Description	Indicative date for delivery
Development of the pre concept brief by	October 2024
Preparation of Concept Design including design workshops	November 2024
Preparation of Preliminary Design	January 2025
Preparation of Developed Design	March 2025
Preparation of Detailed Design	June 2025
BIM management and Coordination	Throughout the design process
Submission to Building Consent and answering discipline related RFI’s	June 2025 onwards
Construction Observation, where required.	September 2025 – March 2027

2.7 Other tender documents

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

- Response Template
- Services pricing schedule
- Building Bulk and Massing.

SECTION 3: OUR EVALUATION APPROACH

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

3.1 Evaluation model

The evaluation model that will be used is Price Quality Method. Price and Non-Price Attributes will be weighted as follows:

ATTRIBUTE	WEIGHTING (%)
Relevant experience and track record	25%
Relevant skills	25%
Methodology	15%
Broader outcomes	10%
Price	25%

Non-Price Attributes will be submitted separately from Price Attributes; and the Non-Price Attributes will be evaluated first. The procedure is as follows:

Step 1: Score the non-price attributes

- Responses will first be checked for conformance with any stated Pre-conditions. Non-Price Attributes for Conforming Responses will then be scored from 0 to 100. Note that scoring guidelines are provided for tenderers in each Non-Price Attribute, to give transparency on the qualities that evaluators will score highly.
- Any Tender that fails to meet the explicit minimum conformance standard in any Non-Price Attribute will be excluded from further consideration.
- Tender Evaluation Team members will meet to consolidate and agree the Non-Price Attribute scores for each Respondent.

Step 2: Score the Priced Attributes

- Price only – 20%
- Tags and exclusions -5%

Step 3: Identify the preferred supplier

- Open the Price envelope
- Deduct each response's supplier quality premium (and each added value premium, where applicable) from the tender price. This gives the adjusted price.
- The preferred tenderer is the conforming supplier that has the lowest adjusted price.

3.2 Pre-conditions

Each Tender must meet all of the following pre-conditions. Tenders 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 Tender.

#	Pre-condition
1.	Provide evidence of your organisation's involvement in a minimum of three projects with a construction value of over \$6m in the past 5 years, including projects of a specialist nature such as libraries.
2.	Provide evidence that the nominated project lead/director has delivered at least three similar projects of a similar complexity and scale.
3.	Provide evidence of Wellington presence. This can either be through a physical office or evidence that the resource is available to travel to Masterton readily.
4.	Provide a matrix of staff to be deployed on to the project, including their roles, responsibilities and work allocation break down
5.	Please provide copies of any relevant award nominations and awards in the past 5 years.

3.3 Evaluation criteria and scoring

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

Criterion	Weighting
1. Relevant skills	25%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Evidence on how the project lead has delivered projects on time and on budget ■ Key personnel have worked on similar scale (value), profile (public and politically driven) and complexity (scope) for public sector organisations in the last 5 years ■ Evidence of any award-winning design, particularly in projects that are similar or relevant e.g., integrating te ao Māori concepts, library design etc. <p>Minimum Standard: To be considered further, tenderers must provide:</p> <ul style="list-style-type: none"> ■ Proof that the project lead has been part of a wider project delivery team including interface with other consultants and contractors ■ Clear evidence of the project team's capability to design and deliver similar projects ■ Clear experience delivering all similar projects on time and on budget 	

2. Relevant Experience and Track Record	25%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Depth and breadth of team’s experience in projects of similar scope and scale including project examples delivered in recent years ■ Evidence of where tight project timelines have been achieved, and examples of where projects have been delivered ahead of programme ■ A plan on how you will undertake the design development process, in particular how key stakeholder engagement is managed, and project outcomes are considered and delivered to ■ Examples of value engineering where project outcomes and client expectations have been delivered to the original budget. <p>Minimum Standard: To be considered further, tenderers must provide:</p> <ul style="list-style-type: none"> ■ Evidence of where projects have been delivered to key project milestones, including budget and client expectations ■ Evidence of managing project teams including other consultants ■ Evidence the team includes personnel with proven experience in projects over \$6m ■ Some details of the typical design development process and how stakeholders are included as part of this ■ Experience with value engineering to ensure budgets are adhered to. 	

3. Methodology	15%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Robust programme including all design stages. Highlighting any risks or challenges with the proposal ■ Detailed approach to how programmes are maintained, risks are identified, communicated, and managed, and programme slippage is dealt with ■ Robust internal quality assurance measures and processes in place to ensure accuracy, with regular reviews to be able to demonstrate effectiveness of the process ■ Plan for how resourcing will be reported on, the process for replacing any key resources, and robust contingency planning to ensure continuity of service. <p>Minimum Standard: To be considered further, tenderers must provide:</p> <ul style="list-style-type: none"> ■ Draft programme detailed ■ Evidence of how adherence to delivery timeframes is achieved, and how slippage and risks are managed ■ Internal quality assurance process in place 	

4. Broader Outcomes	10%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Evidence of how the organisation contributes to the increase in industry skills and experience ■ Considerable thought and consideration given to opportunities for local suppliers to be engaged, mentored, and supported through this project ■ Clear evidence of successfully partnering with iwi on recent projects to achieve positive outcomes ■ Detailed consideration to positive environmental outcomes specific to the project <p>Minimum Standard: To be considered further, tenderers must provide:</p> <ul style="list-style-type: none"> ■ Development plans and training opportunities for internal staff clearly articulated ■ Some potential opportunities for offering work for local firms identified ■ Some information of where iwi has been engaged on recent projects ■ Some consideration given to where positive environmental outcomes could be achieved. 	
<p>5. Price</p> <p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Limited tags (less than 5) ■ Limited exclusions (less than 3) ■ Lump Sum fixed price (no estimated values). <p>Minimum Standard: To be considered further, tenderers must provide:</p> <ul style="list-style-type: none"> ■ Lump Sum Fixed Price. 	25%
Total weightings	100%

3.4 Price

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

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

3.5 Evaluation process and due diligence

In addition to the above, we will undertake the following process and due diligence in relation to shortlisted Respondent. The findings will be considered in the evaluation process:

- a. reference check the respondent organisation and named personnel
- b. upon successful reference checking, present to steering group for recommendation.

SECTION 4: PRICING INFORMATION

4.1 Pricing information to be provided by respondents

Respondents must provide all financial information relating to price, expenses, and costs in a separate sealed envelope/soft copy folder. In submitting the price, the Respondent must meet the following:

- a. Respondents are to use the pricing schedule template provided.
- b. 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 which includes travel to Masterton for meetings/construction observation and disbursements. It must also clearly state the total Contract price exclusive of GST.
- c. Where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly, daily, or both, as required.
- d. In preparing their Tender, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Tender and pricing information to manage such risks and contingencies.
- e. Respondents are to document in their Tender all assumptions, tags, clarifications, and qualifications made about the delivery of the Requirements that will impact on whole-of-life costs of the products or services, within the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and any impacts on the cost should be estimated if possible.
- f. Prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- g. Where two or more Respondents intend to lodge a joint or consortium Tender, the pricing schedule is to include all costs, fees, expenses, and charges chargeable by all Respondents.

SECTION 5: OUR PROPOSED CONTRACT

5.1 Proposed Contract

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

The contract will utilise the NZIA Agreement for Architect Services, and the delivery model is a traditional lump sum agreement. This agreement is to be supplied by the Architect for review.

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

SECTION 6: RFT PROCESS, TERMS AND CONDITIONS

Note to suppliers and Respondents

- In managing this procurement, the Buyer will endeavour to act fairly and reasonably in all its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains the government's standard RFT Process, Terms and Conditions (shortened to RFT-Terms) which apply to this procurement. Any variation to the RFT-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFT.
- 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 Tender in response to the RFT. The term Respondent includes its officers, employees, contractors, consultants, agents, and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Tender.*' [Definitions](#) are at the end of this section.
- If you have any questions about the RFT-Terms please email our [Point of Contact](#).

STANDARD RFT PROCESS



PREPARING AND SUBMITTING A TENDER

6.1 Preparing a Tender

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFT.
- b. By submitting a Tender, the Respondent accepts that it is bound by the RFT Process, Terms and Conditions (RFT-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFT and any documents referenced in the RFT, and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Tender to manage such risks and contingencies
 - iii. document in its Tender all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Tender

- vi. satisfy itself as to the correctness and sufficiency of its Tender, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Tenders in response to the RFT 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 Tender.

6.2 Offer Validity Period

- a. Tenders are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.

6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

6.4 Submitting a Tender

- a. Each Respondent is responsible for ensuring that its Tender is received by the Buyer at the correct address on or before the Deadline for Tenders. The Buyer will acknowledge receipt of each Tender.
- b. The Buyer intends to rely on the Respondent's Tender and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Tender and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Tender to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFT process the following applies:



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

ASSESSING TENDERS



6.5 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Tender, or any aspect of any Tender.

6.6 Third party information

- a. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Tender.
- b. Each Respondent is to ensure that all referees listed in support of its Tender agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.



6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Tender as well as additional information about any aspect of its Tender. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Tender.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Tender and may eliminate the Tender from the RFT process.



6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Tenders submitted in response to the RFT. The Buyer may adjust its evaluation of a Tender following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will consider the results of the evaluations of each Tender and the following additional information:

- i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
- ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- c. In deciding which Respondent/s, to shortlist the Buyer may consider any of the following additional information:
 - i. the results from reference checks, site visits, product testing and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Tender, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFT process the Buyer will not make public the names of the shortlisted Respondents.

6.9 Negotiations



- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i. prepare a negotiation plan for each negotiation
 - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be in the form set out in Section 5, the Proposed Contract.



6.10 Respondent's debrief

- a. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 5 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 5 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Tender was or was not successful
 - ii. explain how the Tender performed against the pre-conditions (if applicable) and the evaluation criteria

- iii. indicate the Tender's relative strengths and weaknesses
- iv. explain, in general terms, the relative advantage/s of the successful Tender
- v. seek to address any concerns or questions from the Respondent
- vi. seek feedback from the Respondent on the RFT and the RFT process.

6.11 Notification of outcome



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

6.12 Issues and complaints



- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFT, or the RFT process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFT.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFT process or future contract opportunities.

STANDARD RFT CONDITIONS

6.13 Buyer's Point of Contact



- a. All enquiries regarding the RFT must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFT.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFT. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFT.

6.14 Conflict of Interest

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

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward, or benefit to any representative of the Buyer in relation to the RFT.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFT process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFT process to ensure probity of the RFT process.

6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive, or improper conduct in the preparation of their Tenders or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFT process. In submitting a Tender, the Respondent warrants that its Tender has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Tender.

6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFT process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals, or directors, but only for the purpose of participating in the RFT.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

6.18 Confidentiality of RFT information

- a. For the duration of the RFT, to the date of the announcement of the Successful Respondent, or the end of the RFT process, the Respondent agrees to keep the RFT strictly confidential and not make any public statement to any third party in relation to any aspect of the RFT, the RFT process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose RFT information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFT. The Respondent must take reasonable

steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFT.

6.19 Costs of participating in the RFT process

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

6.20 Ownership of documents

- a. The RFT and its contents remain the property of the Buyer. All Intellectual Property rights in the RFT remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFT documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Tender will, when delivered to the Buyer, become the property of the Buyer. Tenders will not be returned to Respondents at the end of the RFT process.
- c. Ownership of Intellectual Property rights in the Tender remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Tender for any purpose related to the RFT process.

6.21 No binding legal relations

- a. Neither the RFT, nor the RFT process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Tender
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Tender and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Tenders as set out in Section 3 and in the RFT-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFT conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFT if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFT:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFT
 - ii. the Tender contains a material error, omission, or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership, or liquidation
 - iv. the Respondent has made a false declaration

- v. there is a serious performance issue in a historic or current contract delivered by the Respondent
- vi. the Respondent has been convicted of a serious crime or offence
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties, or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a. Despite any other provision in the RFT the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFT, or any part of the RFT
 - ii. make any material change to the RFT (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the RFT the Buyer may:
 - i. accept a late Tender if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Tender where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Tender if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Tender
 - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Tender, or part of a Tender
 - v. accept or reject any non-compliant, non-conforming or alternative Tender
 - vi. decide not to accept the lowest priced conforming Tender unless this is stated as the Evaluation Approach
 - vii. decide not to enter into a Contract with any Respondent
 - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFT. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - xi. waive irregularities or requirements in or during the RFT process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:

- i. selecting any individual element/s of the Requirements that is offered in a Tender and capable of being delivered separately, unless the Tender specifically states that the Tender, or elements of the Tender, are to be taken collectively
- ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.24 New Zealand law

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

6.25 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFT process.
- b. Nothing contained or implied in the RFT, or RFT process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial, or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFT shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFT-Terms)
 - iii. all other Sections of this RFT document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

DEFINITIONS

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFT. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFT.
Business Day	Any weekday in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFT with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents, and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFT or in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none">is by its nature confidentialis marked by either the Buyer or a Respondent as 'confidential,' 'commercially sensitive,' 'sensitive,' 'in confidence,' 'top secret,' 'secret,' 'classified' and/or 'restricted'is provided by the Buyer, a Respondent, or a third party in confidencethe Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFT or in the provision of the goods or services. It means that the Respondent's independence, objectivity, or impartiality can be called into question. A Conflict of Interest may be:</p> <ol style="list-style-type: none">actual: where the conflict currently existspotential: where the conflict is about to happen or could happen, orperceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Tenders	The deadline that Tenders are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.

Evaluation Approach	The approach used by the Buyer to evaluate Tenders as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents, and other proprietary rights, recognised, or protected by law.
Offer Validity Period	The period when a Tender (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFT process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Tender.
Price	The total amount, including all costs, fees, expenses, and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Tender must include its Price.
Tender	The response a Respondent submits in reply to the RFT. It comprises the Response Form, the Respondent's bid, financial and pricing information, and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFT	Means the Request for Tender.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Tender (RFT)	The RFT comprises the Advance Notice (where used), the Registration of Interest (where used), this RFT document (including the RFT-Terms) and any other schedule, appendix or document attached to this RFT, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFT-Terms	Means the Request for Tender - Process, Terms and Conditions as described in Section 6.
RFT Process, Terms and Conditions (shortened to RFT-Terms)	The government's standard process, terms and conditions that apply to RFTs as described in Section 6. These may be varied at the time of the release of the RFT by the Buyer in Section 1, paragraph 1.6. These may be varied after the release of the RFT by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business, or other entity that submits a Tender in response to the RFT. The term Respondent includes its officers, employees, contractors,

consultants, agents, and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Tender.

Response Form The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFT, duly completed and submitted by a Respondent as part of the Tender.

Successful Respondent Following the evaluation of Tenders and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.