	b. directly or indirectly, approached any representative of the Minister, Ministry or the Board to lobby or solicit information in relation to the RFA (except where allowed for during the Clarification period).  c. has not attempted to influence, or provide any	
	form of personal inducement, reward or benefit to any representative of the Minister, Ministry or the Board.	
Offer validity period:	The Applicant confirms that this Application remains open for acceptance for a period of 180 days from the Closing Date.	
Applicant interview	The Applicant acknowledges that if requested, the Applicant will be available to attend an interview in Wellington at a location to be determined by the Board over a one week period, with time slots given on a first-in first-served basis.	agree / disagree
Jan - Janes	The Applicant declares that in preparing this Application it:	
المستعدد	a. has provided complete and accurate information in all parts of the Application, in all material respects	
Declaration:	<ul> <li>b. has secured all appropriate authorisations to submit this Application and is not aware of any impediments to its ability to enter into a formal contract to deliver the outcomes.</li> </ul>	agree / disagree
	The Applicant understands that should it be successful in being awarded a contract with the Minister then the falsification of information, supplying misleading information or the suppression of material information in relation to this RFA will be grounds for termination of the contract.	
DECLARATION		
	been approved, and is signed by, a representative of t . This representative is named below.	he Applicant who has
This representative d documents are accur	eclares that the particulars provided above and in the ate, true and correct.	attached Application
Signature:		
Full name:		
Title / position:		
Date:		

# 10 Applicant Check List

A check list is included below, for your reference only.

Ac	tion Required	Done
1.	Submit the Intent to Respond Notification (Application Section 1) to applications@partnsershipschools.education.nz by 5:00 PM Friday 22 <sup>nd</sup> March 2013	
2.	Submit all questions requiring clarification (if required) by 5:00pm, Friday 5 <sup>th</sup> April 2013	
3.	Complete all required sections of the application.	
4.	Nominate and provide details on 3 suitable referees	
5.	Submit your CD Rom / memory stick and paper copies of the following documents by 12:00 (Noon) Tuesday 16 <sup>th</sup> April 2013	
	Seven paper copies of your Application in a Word format (with at least one copy unbound and/or stapled)	
	One paper copy of the Excel spread sheet containing your commercial information/financial details	
	One CD Rom or memory stick containing an electronic copy of each of the sections of your response	
	Applicant declaration of compliance	

# PART THREE - STANDARD TERMS

### Notice to all Applicants

The Education Amendment Bill sets out the legal framework for Partnership Schools | Kura Hourua and is currently being considered by the Education and Science Select Committee.

The Select Committee is due to report back to Parliament by 18 April 2013.

The application process for Partnership Schools | Kura Hourua is subject to the passage of the Education Amendment Bill through the House of Representatives

No contracts will be entered into until this Bill becomes law.

The Minister or Ministry of Education reserves the right to cancel this procurement process without notice or penalty, should the legislation be withdrawn or fail to be passed by Parliament.

### 1 Introduction



This document contains the Request for Application (RFA) standard terms which outline the process and rules that apply to this RFA.

### 2 Process overview

The following flow chart provides the generic RFA process overview. The actual process and specific dates are contained in Part 1 – Section 2 Next Steps

- 1. Read the documents
- •Read the Application documents. Make sure you understand what is being asked for.
- 2. Intent to Respond
- Please complete the Notice of Intent to Respond. This is not compulsory, but will assist us greatly in planning and resource allocation.
- 3. Clarification Period
- •If you need a clarification on any points, get in touch with our Contact person before the end of the Clarification Period
- 4. Responding to your questions
- We aim to respond to your questions promptly. We may also choose to give the answers to other applicants by posting a notice on GETS
- 5. Closing Date
- Submit your Application to us by the Closing Date. Check you have supplied all the information and documents asked for and the correct number of hard copies
- 6. Supplier Presentations
- •We intend to invite shortlisted Applicants to provide a presentation. Our Contact person will be in touch to make arrangements, where this is the case.
- 7. Notifications and Debriefs
- Following our evaluation of Applications we aim to promptly notifiy all Applicants of the outcome. Please wait to be contacted by us. We will then offer debfriefs to unsuccessful Respondents.

# 3 Preparing an Application (Summary)



### 3.1 Preparing your Application

- Applications must follow the format set out in this RFA Part One Section 8

   Guide to completing the Application. Applicants must provide in their
   Application all of the information requested, and in the format specified in this RFA or in response to any clarification question.
- Please print Applications double-sided if possible. Please minimise the use
  of non-recyclable or non-reusable materials, such as plastic report covers,
  plastic dividers, vinyl sleeves and binding materials. Two-ringed binders,
  glued materials, paper clips and staples are acceptable. Applications
  should be submitted in a format which allows for easy removal and
  recycling of materials.
- Failure to provide all of the information requested may result in the Application being rejected as non-conforming.



#### 3.2 Clarification Period

- Each Applicant must satisfy itself as to the interpretation of the RFA, and should, if there is any perceived ambiguity or uncertainty in the RFA documents, seek clarification.
- During the period from the date the RFA is issued to the deadline for Applicants' questions, stated in the RFA – Part One Section 6 (paragraph 6.6) (Clarification Period ends), Applicants may seek clarification on any matter regarding the RFA or request additional information from the Contact Person.



#### 3.3 Joint Applications

- Applicants may submit collaborative or joint Applications, so long as the requirements of this RFA are met. Any joint Application must clearly identify:
  - a) all of the parties who are submitting the joint Application;
  - b) the nature of the relationship between the parties for the purpose of the joint Application;
  - c) confirmation that all parties are committed to the relationship and the joint Application;
  - d) the specific parts of the Requirements each party will be responsible for delivering
  - e) which party, parties or other legal entity will ultimately be the Sponsor for the purposes of the agreement to be entered into with the Minister;
  - f) the structures set up by the parties that support good governance and accountability and financial and contract management; and
  - g) be signed by all parties.
- 7. In evaluating a joint Application the Ministry or the Board may take into

account any complexity or risk presented by a joint Application.

8. A joint Application must be a genuine joint venture with the services to be performed for the operation of a Partnership School | Kura Hourua being provided on a joint and fully integrated basis.



### 3.4 Language and price

Applications must be in English and prices must be quoted in New Zealand dollars exclusive of goods and services tax (GST).

### 3.5 Application costs

 Each Applicant must meet all of its own costs associated with the preparation and presentation of its Application and any negotiations.

### 3.6 Offer validity period

11. Applications shall remain valid and open for acceptance for a period of one hundred and eighty (180) days as calculated from the Closing Date.

### 4 Standard Terms

The Request for Application (RFA) standard terms are set out in this paragraph 14 as follows. They are referenced in Part Two, Section 9 (Applicant Declaration) of this RFA. This RFA process is subject to the following Terms.

### 4.1 Basic requirements

#### 4.1.1 Terms

- This RFA, including all Schedules, sets out the terms upon which Applicants may submit Applications. These terms are non-negotiable.
- Any suitably qualified and experienced Applicant may submit an Application in response to this RFA.
- Each Applicant should carefully read this RFA to ensure that its Application complies
  with the terms. By submitting an Application the Applicant accepts that it is bound,
  without reservation or variation, by the terms set out in this RFA.
- 4. The Ministry is not required to accept any Application for evaluation that does not comply with these terms.

#### 4.1.2 Indicative timeline

The indicative timeline for this RFA is stated in the RFA – Part One Section 6
(paragraph 6.6). Please note that these dates and times may be subject to change at
the sole discretion of the Ministry. The Ministry will notify Applicants of any changes to
these dates or times by notice posted on GETS or by contacting each Applicant
directly.

#### 4.1.3 Contact Person

- 1. All enquiries regarding this RFA must be directed to the Contact Person, whose details are provided in the RFA Part One Section 6 (paragraph 6.4). The Ministry requests that email be used for all communications in relation to this RFA.
- 2. Only the Contact Person, and any person authorised by the Contact Person, are authorised to communicate with Applicants regarding any aspect of this RFA. Where an Applicant has an existing contract with the Ministry then business as usual communication, for the purpose of that contract, will continue using the usual contacts. Applicants must not use business as usual contacts to attempt to lobby the Ministry or the Board, solicit information or discuss any aspect of this RFA. The Ministry reserves the right to disqualify an Applicant from further participation in this RFA process if the Applicant acts in a way that is not in accordance with this paragraph 4.1.3.
- The Ministry will not be bound by any written or oral statement made by any person, other than the nominated Contact Person.
- The Ministry may change the Contact Person at any time. The Ministry will notify Applicants of any such change by posting a notice on GETS or by contacting each Applicant directly.

### 4.1.4 Applicants' obligations

- 1. Each Applicant will be considered to have:
  - examined the RFA and any documents referenced in the RFA and any other information provided by the Ministry;

- considered all of the risks, contingencies and other circumstances relating to the operation of a PSKH and included adequate provision in its Application to manage such risks and contingencies; and
- III. obtained independent advice (including legal and accounting advice as required) before making a decision to submit an Application;
- IV. satisfied itself as to the correctness and sufficiency of its Application;
- V. listed any assumptions made in putting forward its Application; and
- provided all referees/references requested by this RFA at the time it submits its Application.

#### 4.1.5 Ethics

- Applicants must not, in relation to any representative of the Board, Ministry or the Minister's Office, directly or indirectly:
  - i. approach, contact, lobby or solicit information concerning any aspect of this RFA; or ii. attempt to influence, or provide any form of personal inducement, reward or benefit.
- A representative of the Board, the Minister's Office or the Ministry includes any
  employee, consultant, contractor or advisor engaged by the Board, the Minister or the
  Ministry. Any Applicant, who attempts to do anything prohibited by the above clause,
  will be immediately disgualified from this RFA process.

### 4.1.6 Anti-collusion

- In submitting an Application each Applicant is required to provide a warranty that its
  Application has not been prepared with consultation, communication, contract,
  arrangement or understanding with any other Applicant (unless for a collaborative joint
  venture, consortium or sub-contracting purposes).
- Applicants must indicate if they intend any person or organisation, who is not an
  employee, to sub-contract or enter partnering arrangements to provide any of the
  services that relate to the operation of the PSKH. The partner/sub-contractor's details
  including the services they are responsible for must be provided.
- 3. The Ministry reserves the right, at its discretion, to report suspected collusive or anticompetitive conduct by Applicants to the appropriate authority and to provide that authority with any relevant tender information.

#### 4.1.7 Confidentiality

- Subject to sub-paragraph 3 of this paragraph 4.1.7 the Ministry, and each Applicant, will keep confidential all Confidential Information provided by the other. Other than as contemplated under sub-paragraph 3 below of this paragraph 4.1.7, no Confidential Information will be provided to a third party without the other's prior written consent.
- Where an Application contains information, such as intellectual property, that an
  Applicant considers should be held as confidential, the Applicant must clearly identify
  the information and mark it 'confidential' or 'commercially sensitive'. The Applicant may
  be asked by the Ministry to indicate the reason why such information should be held as
  confidential.
- 3. Applicants acknowledge that the Minister (and any other Minister of the Crown), the Ministry and the Board's obligations under the above clause are subject to the requirements imposed by statute (e.g. Official Information Act 1982, the Privacy Act 1993) and parliamentary convention. The Ministry's obligation to keep the Applicant's information confidential will not be breached if the information is disclosed by the Ministry to the appropriate authority because of suspected collusive, or anti-competitive tendering behaviour.

# 5 Preparing an Application

### 5.1 Clarification Period

- Each Applicant must satisfy itself as to the interpretation of the RFA, and should, where there is any perceived ambiguity or uncertainty in the RFA documents, seek clarification.
- During the period from the date the RFA is issued to the deadline for Applicants'
  questions, stated in the RFA Part One
   Section 6 (paragraph 6.6) (Clarification Period
  ends), Applicants may contact the Contact Person to request clarification of any matter
  regarding the RFA or to request additional information.
- 3. All such requests must be made by email to the nominated Contact Person whose details are provided in the RFA Part One Section 6 (paragraph 6.4). When sending an email the Respondent should request a 'read receipt'. Please allow a reasonable period of time for the Ministry to respond to a request. Requests will be dealt with by the Ministry during standard Business Days and hours.
- 4. The Ministry is not required to respond to any request received after the Clarification Period, although it reserves the right to do so.
- 5. If the Ministry considers a request to be of sufficient importance to all Applicants, it may post a copy of the request (without identifying the Applicant) along with the answer on GETS or provide this to each Applicant directly. In deciding whether or not to publish the question and answer the Ministry will take into account the risk of disclosing information which may be commercially sensitive to an Applicant's business, such as Intellectual Property Rights. Otherwise, the Ministry may respond directly to individual Applicants where it considers it desirable to do so.

# 5.2 Preparing a Proposal

- Applications must follow the format set out in the relevant templates in Part Two of this RFA (as described in Part One Section 8). Applicants must provide all information requested in this RFA in their Proposal, and in the format specified in this RFA or in response to a request for clarification.
- Failure to provide all information required by the Ministry may result in the Application being rejected as being non-conforming.
- 3. Please print Applications double-sided. Please minimise the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and binding materials. Two-ringed binders, glued materials, paper clips and staples are acceptable. Applications should be submitted in a format which allows for easy removal and recycling of materials.

# 5.3 Joint Applications

- Applicants may submit joint Applications, so long as the requirements of this RFA are met. Any joint Application must clearly identify:
  - i. all of the parties who are submitting the joint Application;
  - the nature of the relationship between the parties for the purpose of the joint Application;
  - confirmation that all parties are committed to the relationship and the joint Application;

- iv. the specific parts of the service each party will be responsible for delivering;
- which party, parties or other legal entity will ultimately be the Sponsor for the purpose of the agreement to be entered into with the Minister;
- vi. the structures set up by the parties that support good governance and accountability and financial and contract management; and
- vii. be signed by all parties.
- 2. In evaluating a joint Application the Ministry and the Board may take into account, in its evaluation, any complexity or risk presented by a joint Application.
- A joint Application must be a genuine joint venture with the services to be performed for the operation of a PSKH being provided on a joint and fully integrated basis.

### 5.4 Language and price

1. Applications must be in English and prices are to be quoted in New Zealand dollars exclusive of goods and services tax (GST).

### 5.5 Application costs

 Each Applicant must meet all of its own costs associated with the preparation and presentation of its Application and any negotiations.

### 5.6 Offer validity period

Applications shall remain valid and open for acceptance for a period set out in the RFA

 Part One Section 6 (paragraph 6.8) as calculated from the Closing Date.

# 5.7 Reliance on the Application

- Each Applicant must ensure that all information provided to the Ministry is complete
  and accurate. The Ministry is entitled to rely upon all information provided by an
  Applicant in its Application and in any correspondence or negotiations with the Minister,
  or the Minister's representatives.
- 2. If the Applicant discovers or is notified of any errors, omissions or inaccuracies in its Application and the correction of such errors, omissions or inaccuracies would not result in a material change to the Application, the Applicant will notify the Ministry of any correction required. The Ministry is not required to take the correction into account when evaluating the Application, but may do so if it so chooses.

# 5.8 Ownership of documents

- All documents forming the Application will, when delivered to the Ministry, become the
  property of the Ministry. Applications will not be returned to Applicants at the end of the
  process.
- Ownership of Intellectual Property Rights does not pass on an Application being delivered to the Ministry. However, the Applicant grants to the Ministry a license to retain, use, disclose and copy information contained in the Proposal for any purpose related to this Application process.
- This RFA and any other documents supplied by the Ministry to the Applicants, remain the property of the Ministry. Each Applicant may only distribute this RFA to the extent necessary for the purposes of preparing its Application.

# 6 Submitting an Application

### 6.1 Submitting an Application

- Applications must be presented and submitted to the Ministry in the manner set out in the RFA – Part One - Section 8.
- Applications must be delivered to the Ministry by the deadline for Applications (Closing Date) stated in the RFA – Part One Section 6 (paragraph 6.6).
- Once submitted, an Application is irrevocable for 180 days from the Closing Date, and may not be withdrawn or modified during that period except with the Ministry's written consent.
- The Ministry accepts no responsibility for Applications delivered to the wrong address, or which, for whatever reason, are not received.
- 5. The Ministry will acknowledge receipt of each Application by email.
- By submitting an Application each Applicant warrants that all information provided by it
  to the Ministry, is complete and accurate in all material respects. Each Applicant also
  warrants that the provision of that information, or its use by the Ministry, will not breach
  any third party Intellectual Property Rights.
- Where the Ministry has requested the Application in hard copies and an electronic copy, and there is a difference between the hard copy and the electronic copies, the hard copy will prevail.

### 6.2 No binding legal relations

1. Applications are submitted on the basis that no binding legal relations with the Minister or the Ministry are created unless, and until, a written contract between the Minister of Education and the Successful Applicant(s) is signed by both parties.

The Education Amendment Bill sets out the legal framework for PSKH and is currently being considered by the Education and Science Select Committee.

The Select Committee is due to report back to Parliament by 18 April 2013.

The application process for PSKH is subject to the passage of the Education Amendment Bill through the House of Representatives

No contracts will be entered into until this Bill becomes law.

The Minister or Ministry reserves the right to cancel this procurement process without notice or penalty, should the legislation be withdrawn or fail to be passed by Parliament.

# 6.3 Late Applications

- The Ministry does not intend to accept any Application that it receives after the Closing Date, other than in exceptional circumstances.
- 2. In particular, the Ministry will not accept a late Application if it considers that:
  - there is any risk of collusion on the part of an Applicant or Applicants;
  - ii. the Applicant may have knowledge of the content of any other Application; and/or
  - iii. it would be unfair to any other Applicant (who has met all of the RFA terms) to accept the late Application.

The Ministry reserves the right to accept any late Application, where it considers that there is no material prejudice to other Applicants.

# 7 Evaluation of Applications

#### 7.1 Evaluation

- The Ministry and the Board comprise of members chosen for their relevant expertise and experience and make up the evaluation team. Applicants must not communicate with any member of the evaluation team.
- The Ministry and the Board will evaluate each Application in accordance with the methodology set out in Evaluation of Applications (RFA – Part One Section 7).
- The Ministry and the Board may undertake due diligence relating to any Application at any time during the evaluation process. The Ministry and the Board may, at its sole discretion, invite independent advisors to evaluate any Application, or any aspect of any Application.
- 4. Applicants should note that, while the Ministry and the Board may conduct interviews, site visits and reference checks, it intends to base its evaluation primarily on the written Application submitted in response to this RFA. Applicants are therefore encouraged to submit their best and unconditional Applications in the first instance.

### 7.2 Clarification

- 1. The Ministry may request clarification and additional information from any Applicant about any aspect of an Application. The Ministry is not required to request the same clarification or information from each Applicant.
- 2. The Applicant must provide the clarification or additional information in writing and within the reasonable time notified by the Ministry. The evaluation team may take such clarification or additional information into account in evaluating the Application.
- 3. If an Applicant fails to respond adequately or in a timely manner to any request for clarification or additional information, the Ministry and the Board may cease evaluating the Application without further notifying the Applicant.

#### 7.3 Collection of further information

- Each Applicant authorises the Ministry to collect any information (except commercially sensitive pricing information) from any relevant third parties (such as a referee or previous or existing client) and to use that information as part of its evaluation of the Application.
- 2. Each Applicant must ensure that all referees provided in support of its Application agree to provide a reference and are appropriately briefed on the Application. To facilitate discussions between the Ministry and the Board and referees, each Applicant waives any confidentiality obligations that would otherwise apply to information held by any referee, with the exception of commercially sensitive pricing information.

# 7.4 Shortlisted Applicant(s) Interviews

- Following the initial evaluation process, the evaluation team may select one (or more) short-listed Applicants. The shortlisted Applicant will be notified and advised of the process and timeline for interviews.
- Presentations will be held in Wellington at a location determined by the Ministry within the time periods noted in Part 1 Section 6 of this RFA.

- Such notification does not constitute acceptance by the Ministry or the Board of the Application, or imply or create any obligation on the Minister to enter into negotiations with, or award a contract to any Preferred Applicant.
- 4. Each Applicant that is not a shortlisted Applicant will be notified that:
  - i. its Application has not been shortlisted; or
  - ii. its Application is currently not shortlisted but may be so if Applications that have been shortlisted turn out to be unsuitable.
- At this stage in the process the Ministry does not intend to publicise the name of the Preferred Applicant(s).

### 7.5 Preferred Applicant(s)

- Following the evaluation process and shortlisted Applicant presentations, the
  evaluation team may select one (or more) Preferred Applicants. Such notification does
  not constitute acceptance by the Ministry, Board or the Minister of the Application, or
  imply or create any obligation on the Minister to enter into negotiations with, or award a
  contract to any Preferred Applicant.
- 2. Each Application that is not a Preferred Applicant will be notified that:
  - i. its Application has been unsuccessful, or
  - ii. its Application is currently not preferred but may be so if an Application that is preferred turns out to be unsuitable.
- At this stage in the process the Ministry does not intend to publicise the name(s) of the Preferred Applicant(s).

### 7.6 Negotiations

- The selection of the Successful Applicant(s) will be influenced by the willingness of the Preferred Applicant(s) to negotiate any outstanding issues in a responsive and cooperative manner.
- 2. The Minister may discontinue negotiations with any Preferred Applicant at any time, for any reason and may select additional Preferred Applicant(s) at any time.

# 7.7 Successful Applicant(s)

 On successfully completing negotiations and upon the Minister's agreement the Ministry will inform all other Applicants of the outcome and the name(s) of the Successful Applicant(s), if any.

# 7.8 Applicant debrief

- Following the award of the Contract, the Ministry will provide a debrief by letter, email, phone or face to face meeting. The debrief will aim to:
  - i. provide the reasons why an Application was not successful;
  - ii. explain how the Application performed against the evaluation criteria;
  - iii. indicate the relative advantages/strengths of the successful Application(s); and
  - iv. answer any concerns or questions from the Applicant other than questions or concerns that relate to the content of another Applicant's Application.

### 8 General terms

### 8.1 Form of contract

- Each Applicant agrees that any legally binding contract entered into between the successful Applicant and the Minister will be essentially based on the Draft Agreement set out in Schedule 1 of this Part Three (PSKH Key Agreement Terms and Principles).
- An Applicant's acceptance, or otherwise, of the contractual terms and conditions set out in Schedule 1 of this Part Three is one of the criteria that the Ministry and the Board will take into account when evaluating Applications.
- The Minister reserves the right to amend the Draft Agreement following negotiations with the successful Applicant.

### 8.2 Status of RFA / Application

- Neither the RFA any Application, nor the RFA process shall create any legal relationship between the Board, the Minister and/or Ministry and an Applicant. This RFA process does not give rise to a process contract.
- 2. No contract shall arise between the Minister and an Applicant, until a formal written contract is signed by the Minister and the successful Applicant.
- If there is any conflict, or inconsistency between the terms set out in this RFA and the terms contained in an Applicant's Application, the terms and conditions set out in this RFA shall prevail.

# 8.3 Ministry and Board's rights

- In addition to any other term described in this RFA, the Ministry and/or the Board reserves the unrestricted rights, at any time, to:
  - i. not consider any Application;
  - ii. amend, suspend or cancel this RFA process, or any part of this RFA process;
  - change any date in this RFA process on the proviso that any material change is notified to Applicants by a notice published on GETS or directly to each Applicant;
  - iv. delete, change or add to any requirement contained in the Requirements (RFA Part Two – Sections 3 to 6) prior to the Closing Date on the proviso that any material change is notified to Applicants by a notice published on GETS or directly to each Applicant;
  - v. reject or accept any non-compliant Application;
  - vi. reject or accept any alternative Application;
  - vii. reject or not consider any further information that the Applicant may provide that is received subsequent to the lodging of an Application;
  - viii. accept any Application for evaluation that is not received by the Closing Date;
  - ix. seek clarification of any Application;
  - x. re-invite Applications;
  - xi. re-issue the RFA;

- xii. take into account any relevant information that the Ministry may have in its possession and make enquiries of any person in order to assist in the evaluation process;
- xiii. not recommend to the Minister that the Minister should not enter into any contract with any Applicant or should enter into one or more contracts with any Applicant or Applicants;
- xiv. exclude any Applicant from this RFA process where the Applicant has breached a term of this RFA;
- xv. give whatever weight it considers appropriate to any policy or criteria relating to the participation in this RFA process or the evaluation of any Application;
- liaise or negotiate with any Applicant without disclosing this to, or doing the same with, any other Applicant;
- xvii. provide or withhold from any Applicant information in relation to any question arising in relation to this RFA process. Information will only be withheld if it is deemed unnecessary, is commercially sensitive to an Applicant, or is inappropriate to supply at the time of the request;
- xviii. deal separately with any divisible element/s of the Requirements (RFA Part 2 Section 2), or any Application, unless the Application specifically states that those elements must be taken collectively; and
- xix. otherwise run this RFA process as it sees fit.

#### 8.4 Conflict of Interest

 Each Applicant must include a Conflict of Interest Declaration with its Application. Each Applicant must immediately inform the Ministry should a Conflict of Interest arise during the RFA process.

#### 8.5 Public statements

 Applicants must not issue any public statement in relation to this RFA, or any subsequent contract awarded, without the prior written approval of the Ministry or its nominated representative.

### 8.6 New Zealand law

 The laws of New Zealand shall govern this RFA and each Applicant agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning this RFA, their Application or the RFA process.

#### 8.7 Disclaimer

 Whilst all reasonable care has been taken in compiling this RFA, the information and details are presented in good faith, no warranty (expressed or implied) is given by the Ministry as to the completeness or accuracy of the documents or information contained herein.

### 8.8 Involvement of Ministry officials

 The Ministry and the Board reserves the right to seek and receive administrative support and advice from the Ministry officials (or officials in any other government department as required) in order to assist the Ministry and the Board to undertake any of its functions under this RFA.

# 9 Appendix 1 – Funding Information

The funding model has three parts:

- 1. Property support including insurance, maintenance and funding for modernisation.
- 2. Operations and staffing resourcing made up of a base grant and per student funding.
- 3. Centrally funded support to schools provided on a per student basis.

In addition there will be one-off set up payments to assist with the establishment of the school.

Targeted funding will also be available where individual students or schools are eligible. Such payments could include English Speakers of other Languages; Māori Language Programme Funding; payments for isolated schools; transport assistance.

It is intended that all payments will be made to sponsors on a quarterly basis.

The following amounts are indicative only and are provided for the purposes of developing a high level budget.

Applicants are required to aggregate the amounts to arrive at a total amount of funding for the scenario they are considering (excluding targeted centrally funded support services such as transport assistance or Māori language programme funding). Choose the amount that is closest to your proposed roll.

Refer to Part 1 – Section 3 Funding for details on the key principles of the cashed up funding model.

#### 1 Property support (per annum)

Roll	Primary	Secondary	Yr 1-13
50	\$60,232	\$209,724	\$96,428
100	\$105,167	\$339,157	\$193,005
200	\$189,710	\$590,193	\$385,862
300	\$298,018	\$745,112	\$533,105
400	\$372,590	\$863,218	\$641,866
500	\$445,114	\$977,491	\$778,262

Please note that the amounts above may alter if a school is not proposing to reach its maximum roll in the first few years. Composite school (Yrs 7-13 and yrs 1-13) funding may also vary depending on the balance between the numbers of primary and secondary students enrolled.

### 2 Operations and staffing resourcing

#### 2.1 Base grant (per annum)

School type	Amount	
Primary	\$145,854	
Secondary	\$997,044	
Yr 1-13	\$332,427	

Please note that the amounts above may alter if a school is not proposing to reach its maximum roll in the first few years. Yrs 7-13 funding may also vary depending on the balance between the numbers of primary and secondary students enrolled.

#### 2.2 Per student funding (per annum)

Primary: \$4,671 Secondary: \$5,357 Composite schools with a mix of primary and secondary students should use these rates in relation to the numbers of primary and secondary students they propose to enrol.

### 3 Centrally funded support for schools

An annual per student amount of 'cashed up' funding that is a proxy for centrally-funded support to state schools (with the exception of support for high and moderate special needs students who will continue to receive support from existing services). This will be approximately \$276 per student.

### 4 One off set-up payments

This is intended to be made available in 2013 to assist with the setting up of the school.

Roll	Primary	Secondary	Yr 1-13
50	\$175,208	\$451,385	\$180,537
100	\$254,469	\$548,301	\$265,027
200	\$390,754	\$742,132	\$664,906
300	\$493,034	\$935,962	\$820,702
400	\$595,314	\$1,129,793	\$976,498
500	\$697,594	\$1,323,624	\$1,132,295

# 10 Schedules

# 10.1 Schedule 1 - Our proposed conditions of contract

THE AGREEMENT TERMS AND PRINCIPLES FOR THE OPERATION OF A PSKH.