



Ministry of Education

Request for Application to operate a Partnership School | Kura Hourua opening in 2019

Stage 2 – Request for Application

RFA released: Thursday 6 April 2017

Deadline for Questions: 10am Friday 28 April 2017

Deadline for Proposals: 5pm Tuesday 9 May 2017

The Ministry of Education
PartnershipSchoolsApps@education.govt.nz

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Overview

The Ministry of Education (the Ministry/Buyer) is calling for applications from potential sponsors to establish a Partnership School|Kura Hourua (Partnership School or PSKH) to open in 2019.

This is the fifth application round for Partnership Schools. There are ten (10) partnership schools currently in operation. A fourth procurement round is nearing completion, and that is expected to see further partnership schools opening in 2018.

In this fifth application round, the Ministry is seeking applications in relation to two different types of partnership school:

1. STEM schools which will use innovative pedagogy, curricula or school structures to engage students in one or more of the following subjects: Science, Technology (including digital technologies), Engineering and/or Mathematics. STEM Schools will be required to demonstrate how they will deliver more science, technology, engineering and maths competent learners and encourage more students to choose STEM educational and career pathways.
2. Schools which are focused on raising achievement among priority learners i.e. those who have been identified as historically not experiencing success in the New Zealand schooling system, including Māori, Pasifika, students with special education needs and students from low socio-economic backgrounds. It is expected that 75% of enrolments will be priority learners at schools applying in this category. These schools are referred to as “priority learners” or “priority learners schools” throughout this document.

Key Process Information

The Partnership Schools|Kura Hourua Authorisation Board was appointed to provide advice and recommendations to the Minister on which applications should be considered for contracts; and will be making recommendations to the Minister at the conclusion of this tender process.

This is a two-stage application process.

The first stage, the Expression of Interest (EOI), has been completed. At the second and current stage shortlisted applicants are invited to submit a full application to open a partnership school in 2019.

We are looking to test all of the key elements needed to establish and operate a successful partnership school, including (but not limited to) more in-depth information on the sponsor, the educational plan, school resourcing, implementation plans and financial viability, including confirming proposed sources of private sector and community support and funding.

Those entering into this process were notified in the Expression of Interest document (13 February 2017), that there is a large amount of work involved in preparing a full, well-articulated partnership school application that meets all the criteria, and that there is limited time available to do this.

We are seeking to complete this process and agree contracts by around August 2017.

Examples of previous applications can be found at:

<https://minedu.cwp.govt.nz/ministry-of-education/information-releases/partnership-schools-kura-hourua-information-release/second-partnership-schools-application-round-2014/round-2-partnership-schools-applications-phase/>

<http://www.education.govt.nz/ministry-of-education/information-releases/partnership-schools-kura-hourua-information-release/first-partnership-schools-application-round-2013/round-1-partnership-schools-applications-phase/round-one-partnership-schools-applications/>

<https://minedu.cwp.govt.nz/ministry-of-education/information-releases/partnership-schools-kura-hourua-information-release/third-partnership-schools-application-round-2015/>

Some further sources of information are provided in the attached document: *"Sources of Further of Information"*.

Support in preparing your application is available from E Tipu e Rea, the independent support organisation for partnership schools, at etipuerea.org, or email Graeme Osborne at graeme@etipuerea.org*

(* This information is provided by way of information only, as you may not be aware of E Tipu e Rea. There is no obligation to contact E Tipu e Rea and their involvement or otherwise will not be taken into account in the evaluation of applications. Any advice provided by E Tipu e Rea is independent of the evaluation process and not endorsed by the Ministry or the Authorisation Board.)

SECTION 1: Key information



1.1 Context

- a. This Request for Application (which is referred to as “RFP” in this document) is an invitation to qualified applicants that were shortlisted from the EOI stage to submit a Proposal for the Round 5 Partnership Schools | Kura Hourua contract opportunity.
 - b. This RFP is the second step in a multi-step procurement process.
 - c. Words and phrases that have a special meaning are shown by the use of capitals - e.g. Respondent, which means ‘*a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives.* Definitions are provided at the end of Section 6.
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1.2 Our timeline

- a. Here is our timeline for this RFP.

Steps in RFP process:

Date:

Deadline for Respondent to request Ministry to calculate funding

21 04 17

Deadline for questions from Respondents:

28 04 17

Deadline for submission of Applications:

5pm Tuesday 9 May 2017

Shortlisted Respondents’ interviews (STEM):

approx. 09 06 17

Shortlisted Respondents’ interviews (Priority Learner): approx 16 06 17

Respondents notified of outcome:

July 2017

Written debriefs provided to unsuccessful Respondents:

July 2017

Anticipated Contract start date:

Around August 2017

- b. All dates and times are dates and times in New Zealand. The Ministry reserves the right to alter the timeline, if required.
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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. The Point of Contact will only respond to questions from respondents invited to submit an application to open a Partnership School in 2019 (as this is a closed tender process).
- c. **Our Point of Contact:**

Name: [REDACTED] s 9(2)(a) OIA

Title/role: Procurement Manager Partnership Schools | Kura Hourua

Email address: PartnershipSchoolsApps@education.govt.nz



1.4 Developing and submitting your Proposal

- a. This is a closed tender process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFP. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#); and
 - ii. in structuring your Proposal 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.
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your Proposal you must use the Response Form provided. This is a Microsoft Word document.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the financial forecast template for your financial forecast.
- h. Clearly note in the submission email subject line the name of your organisation.
- i. The information must be provided in a Word document format (.doc or .docx) and must be compatible with Microsoft Word 2010 (except financial/commercial information which is to be included in an Excel spreadsheet in .xls or .xlsx format, compatible with Microsoft Excel 2010) along with a PDF version of the same document.
- j. All questions in the Response Form should be answered, or if not applicable, then marked “not applicable”.
- k. Assumptions relating to information contained in the Financial Submission (Excel worksheet) should be included in the Response Form.
- l. One set of Appendices in PDF should be attached – a proposed list of suggested appendices is section 14 of the response form.
- m. All text is to be in Arial font (or equivalent) in font size 10 or larger.
- n. Do not make format changes to the Response Form or the financial forecast template. Do not change the formatting or ordering of the questions.
- o. Each question in sections 3 to 10 of the Response Form should be answered separately - do not rely on information included in your application to answer one question being used to answer another question.
- p. Limit your application to no more than 100 pages in total.
- q. We will acknowledge the receipt of all applications by email.
- r. Check you have provided all information requested, and that your submission is in the format and order specified.
- s. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!



1.5 Address for submitting your Proposal

- a. **Proposals must be submitted by email to the following address:**

PartnershipSchoolsApps@education.govt.nz

Make sure you email to us:

- a word version and pdf version of application form
- Appendices as requested in PDF format
- Your financial submission in Excel (at the full projected roll)

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- **Sensitivity test of the financial submission in Excel (at 80% of projected roll for years 2020-2025)**

b. Proposals sent to any email address other than that specified at 1.5(a) or by post, fax, or hard copy delivered to our office, will not be accepted.



1.6 Our RFP Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Ministry for 12 calendar months from the Deadline for Applications.
 - b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in Section 6. We have not made any variation to the Government's standard RFP-Terms, other than referring to this process as a Request for Application at the beginning of this document.
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1.7 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or we want to provide applicants with additional information we will let all applicants know by emailing them directly.
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1.8 Condition of Participation

- a. The Respondent must be either:
 - a. the applicant as identified in a shortlisted response to the EOI at stage 1, as notified by the Ministry; or
 - b. the legal entity created by a shortlisted Applicant to the EOI that will be the sponsor for any resulting contract.
 - b. Subject to corrections of unintentional errors of form, the Ministry will exclude any response from an entity that does not comply with clause 1.8a.
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SECTION 2: Our Requirements

2.1 Background

In 2012, Cabinet established Partnership Schools I Kura Hourua (PSKH or partnership school) as a new type of school in our education system. The Partnership School model extends the schooling options available for parents and students, in particular those students who are not achieving success in regular state schools.

The model enables sponsors to operate a school with greater freedom and flexibility to innovate, to enable them to provide high-quality educational outcomes. In exchange for these greater freedoms, there are rigorous performance-related accountabilities for the sponsors who operate the schools.

As at April 2017, three Requests for Application selection rounds have been completed. There are ten PSKH operating in New Zealand with over 1,000 students. The fourth application round is nearing completion and successful Applicants from round four are expected to open their schools in 2018.

2.2 What is a Partnership School?

The Education Amendment Act 2013 describes the Partnership School policy's intent and sets out how the legal framework for partnership schools differs to that of other state schools.

Unlike regular state schools, Partnership Schools are accountable to the Crown through a binding, legally enforceable, fixed-term contract with the Minister of Education.

In accordance with the Education Act 1989 (the Act), a Partnership School can be run by a sponsor who has been approved by the Minister of Education. A sponsor has complete discretion to control the management of the school as the sponsor thinks fit, subject to the laws of New Zealand and the Partnership School contract.

The contract requires sponsors meet specific and measurable performance standards, including in particular, standards relating to education outcomes. Educational performance is the most critical aspect of the partnership schools performance regime.

In exchange for committing to achieving the contracted terms, the schools have greater flexibility with regard to the school organisation (e.g. organisational structure and governance), employment arrangements, curriculum, and teaching methods and practices (e.g. number of teachers including the percentage that must be registered, term dates, opening hours, multiple timetables), and the school's unique character.

These flexibilities and freedoms are intended to allow the schools to use fresh, innovative ways to engage with students and enable them to succeed. Partnership Schools are also required to comply with education regulation that applies to all schools (Section 158U of the Act refers).

The partnership schools model also allows the schools to be based on partnerships with communities and community organisations, iwi, whānau/families, philanthropists, businesses and not-for-profit organisations. Schools may be secular or faith-based.

Partnership School agreements specify the amount of funding that sponsors will receive from the Crown. The amount of Quarterly Operational Payments is calculated based on a funding model that is publicly available.

Funding amounts are subject to change if the school changes significantly – for example if more children are enrolled or if year levels are added (in accordance with the agreement).

In general, the level of funding that a Partnership School receives is comparable to the level of funding that a similar State school would receive. However, the difference is that a Partnership School will

receive all its funding cashed-up whereas a State school has its property and most salary costs paid for directly by the Crown. Partnership School sponsors therefore have significant added flexibility and control compared to State schools in terms of how the school's resources are allocated to best achieve its priorities.

Further information on Partnership Schools can be found at:

<http://partnershipschools.education.govt.nz/>

2.3 Key features of a Partnership School

The key features of the Partnership School|Kura Hourua model include:

- a. a focus on educational performance
- b. accountability to meet agreed standards including student achievement
- c. the use of the flexibilities of the partnership school model to enable educational success for students
- d. provision of learning pathways for its students into future education (should the student choose it)
- e. increased flexibility to decide how to operate and use funding
- f. partnerships with community and other organisations, and
- g. high trust between the Minister/Ministry and sponsors in order to achieve the agreed outcomes.

2.4 Government's Expectations

Sponsors operating Partnership Schools in respect of this application round are expected to be either:

- a. STEM focused: STEM (science, technology, engineering and/or mathematics) education to deliver more science, technology, engineering and/or maths competent learners and encourage more students to choose STEM educational and career pathways; or
- b. Priority learner focused: focused on raising the achievement among priority students from groups who have been identified as historically not experiencing success in the New Zealand schooling system. Partnership schools are charged with a targeted response to educational underachievement in disadvantaged areas. It is expected that 75% of enrolments will be from priority learner groups – Māori, Pasifika, students with specialist education needs and students from low socio-economic backgrounds.

The above are in addition to the expectations that Partnership Schools will:

- a. propose an educational approach that is well-grounded and can be translated into effective learning programmes
- b. have a well-grounded understanding of what it takes to operate reliable student assessment, progress monitoring and reporting systems
- c. engage effectively with parents, family/whānau and communities to support and contribute to achieving high educational outcomes for their children
- d. use the freedoms available through this model to lift the educational performance of students
- e. deliver high-quality educational programmes with a strong focus on performance
- f. meet specified performance standards agreed with the Minister, including student academic achievement
- g. have strong governance and the organisational capacity and capability required to ensure the high-quality management and operation of the school

- h. have the capability and experience to establish and operate an effective school from day one
- i. have the ability and reputation to attract and retain high-quality teaching and management staff
- j. have clearly established that there is parental and community demand for the type of school being proposed
- k. are proposing to use the flexibilities in the application of resources in ways that are likely to promote sustained acceleration of student progress and achievement
- l. are committed to a genuine educational partnership with parents and communities; and
- m. are committed to contractual transparency and high standards of accountability (both financial and educational)

Respondents will need to demonstrate during the RFP process that they have the capability to meet all of these expectations.

2.5 Two Types of Partnership School

This RFP relates to two types of Partnership Schools.

STEM Partnership Schools are expected to:

- a. use innovative pedagogy, curricula and/or school structures to engage students in one or more of the following subjects: Science, Technology (including digital technologies), Engineering and Mathematics, and
- b. demonstrate how they will deliver more learners competent in science, technology, engineering and maths and how they will encourage more students to choose STEM educational and career pathways.

Priority Learner Partnership Schools are expected to:

- a. be focused on raising achievement among priority students from groups who have been identified as historically not experiencing success in the New Zealand schooling system
- b. priority learners are defined as Māori, Pasifika, students with special educational needs and students from low socio-economic status backgrounds and/or those students requiring learning support; and
- c. maintain a school roll with at least 75% of students drawn from priority learner groups.

Note: Ministry of Education terminology for students with “special needs” is being updated to “students requiring learning support”.

Summary of key differences:

| | STEM Partnership School | Priority Learner Partnership Schools |
|----------------------------------|---|--|
| Focus | Focus on STEM subjects with objective of delivering STEM-competent learners ready to enter STEM career pathways | Improving educational outcomes for priority learners |
| Indicative Performance Standards | Yet to be agreed, but the Government’s expectation is that these will be set to a higher standard than priority learner schools | For Secondary, 85% of 18 years olds having Level 2 NCEA or equivalent For Primary, 85% of students at or above national standards or Ngā Whanaketanga Rumaki Māori (NWRM) |

| | STEM Partnership School | Priority Learner Partnership Schools |
|--------------------|---|---|
| Funding | Operational funding is at a level similar to what state schools would receive (with salaries and property support cashed up) based on the funding received by a decile 5 school Funding for STEM schools is likely to be lower than for priority learner schools | Operational funding is at a level similar to what state schools would receive (with salaries and property support cashed up) based on the funding received by a decile 3 school |
| Subjects | Must have a focus on one or more of: Science, Technology (including digital technologies), Engineering and Mathematics | Not prescribed, although expectation is that students at NCEA level would have access to a broad range of choices |
| Student Enrolments | No parameters around the students enrolled | Will have a target of at least 75% of enrolments from priority learner groups |

2.6 Flexibilities and freedoms of the Partnership School model

The Government is looking for sponsors who can make effective use of the flexibilities and freedoms offered by the Partnership Schools model. As you design your proposal, we encourage you to carefully consider how you can maximise these to best meet the needs of your target students and achieve the results required.

The flexibilities and freedoms of the Partnership School model include:

- set the length of their own school day and year
- focus on a special interest (e.g. a particular language, vocational pathway, or other specialist area), apply a particular pedagogical philosophy, or adopt a faith or culture-based setting
- provide religious instruction as part of delivering a full curriculum if they have a faith-based character (this has to be approved and Gazetted)
- negotiate the number of teachers they employ who do not hold a Practising Certificate (e.g. employ individuals with post-graduate degrees or trades certificates who have not undertaken formal teacher training as subject matter experts to deliver part of the curriculum. Note that your application must provide an acceptable rationale for employing teachers without Practising Certificates)
- negotiate salary conditions and employment conditions with employees
- employ a Chief Executive who does not hold a Practising Certificate
- set their own curriculum, providing it uses the vision, principles, values and key competencies of The New Zealand Curriculum or equivalent statements in Te Marautanga o Aotearoa
- choose their own qualifications framework, providing it does not close off any future options for students, and
- sub-contract any of their sponsor's responsibilities to a third party (within the bounds of the Act which requires the Sponsor to "operate" the partnership school).

2.7 Point of Difference

Partnership Schools are expected to have a point of difference from state and state-integrated schools. We are looking for an innovative approach to education that works for those students who may not have been well served by the education system. This point of difference should be demonstrated throughout the application.

2.8 Sponsors

Successful Respondents (if any) at the end of the application process will be considered for approval by the Minister of Education to become the sponsor of a Partnership School.

Specific points to note in relation to sponsors are:

- a. The legal entity that the Minister approves to operate the Partnership School will be the counter-party to the contract with the Government (refer to section 158A of Education Act 1989).
- b. The approved sponsor will be the entity that must actually operate the Partnership School, if successful.
- c. To be eligible, the sponsor must be a 'body' within the meaning given to it in the Education Act 1989, which includes a body corporate (such as an incorporated charitable trust, incorporated society or a company), limited partnership or corporation sole. We encourage applications from organisations from a range of backgrounds including education providers, businesses, iwi, community organisations, faith-based groups, and culture-based educational organisations.
- d. The sponsor may be a new body that is established for the purpose of setting up and operating the school.
- e. Sponsors can be not-for-profit or for-profit.
- f. Sponsors are able to operate multiple schools, provided they can demonstrate they have the capability and capacity to do so.
- g. Due to recent changes in legislation TEIs (Tertiary Education Institutions) are now able to be approved as a sponsor of a Partnership School.
- h. Existing private schools seeking to convert to a Partnership School are not eligible to apply.
- i. Please note that existing state schools cannot be sponsors under the Education Act 1989.

In terms of the application process:

- j. If the proposed sponsor is already established, it must be the Respondent.
- k. If the proposed sponsor is yet to be established and the Respondent will not itself be the sponsor (e.g. a different/new legal entity will be established to perform that role, if successful) then the application will need to:
 - i) provide as much information as possible in relation to the proposed sponsor,
 - ii) include a detailed plan for the establishment of the proposed sponsor - the legal entity that will be the Sponsor must be established prior to contracts being signed in August 2017; and
 - iii) include specific information on the role the Respondent will play (e.g. how the Respondent's relevant experience will be made available to the sponsor).

2.9 Enrolments

Specific points to note in relation to enrolments are:

- a. Partnership Schools must accept all students who apply for entry, regardless of their background or ability (up to the maximum roll of the School as agreed with the Ministry in the Contract). This means that any specialism on offer is a mode of learning rather than an entry criterion. For example, if you are proposing a programme specialising in sport, you will not be able to select students based on their sporting skills and experience. Your programme would need to be open to all those who wish to learn at a school specialising in sport.
- b. Open enrolment also means that Partnership Schools cannot use testing (academic or physical) or any compulsory conditions as part of their enrolment processes. Any interviews prior to a place being offered should be for the purpose of enabling prospective students to find out more about the programme.
- c. Partnership Schools must allocate places in accordance with section 158N of the Education Act. Please make sure that your proposed enrolment policy is consistent with the Act.
- d. Unless the maximum roll is likely to be reached, applications must be accepted on a first come, first served basis.
- e. Partnership Schools may wish to set a date by which applications for enrolment in the following year should ideally be received. All applications received by that date can then be considered together.
- f. Once the maximum roll is likely to be reached (i.e. more applicants than there are places at the school), Partnership Schools proceed to a prioritisation process.
- g. Partnership Schools must offer places in a specific order of priority:
 - i) first priority must be given to any applicant who is the sibling of a current student of the school
 - ii) second priority must be given to any applicant who is the sibling of a former student of the school
 - iii) third priority must be given to all other applicants

If there are more applicants in any of the priority groups than there are places available (e.g. five applications received when there are only three places available for the siblings of current students), selection within this priority group must be by ballot.
- h. A ballot also allows for a waiting list to be created for use until the next cycle of applications takes place.
- i. Partnership Schools cannot create their own priorities to replace or be in addition to the three set out in the Act. This means you cannot give priority to groups such as those living in a certain catchment, children of staff or governance board members, particular priority learners, or those with particular tribal affiliations.
- j. For Priority Learner Partnership Schools, the Contract between the Sponsor and the Minister will specify a target percentage of learners from the Government's priority groups to be enrolled by the Partnership School. As you cannot refuse enrolments from any students, you will need to carefully consider how you will use engagement with the community and facilitation of enrolment to encourage learners from priority groups to enrol in your school.
- k. Any specific cohort-related enrolment requirements for STEM schools will be discussed during the negotiation stage of the process.
- l. Sponsors are required to negotiate a maximum roll number with the Crown as part of the Contract. There is a question in the Response form that requests your proposed maximum roll.

2.10 Student achievement

Specific points to note in relation to student achievement are:

- a. Partnership Schools are expected to meet specific, rigorous performance standards relating to student achievement. This is to ensure they deliver excellent results for their students. The current performance standards are based on the Government's targets for the education system, Sponsors are also required to measure student progression and added value.
- b. Partnership Schools offering secondary provision are required to have measures based on the Government's Better Public Services target of 85% of 18 year olds having NCEA Level 2 or an equivalent in 2019. We anticipate this to be the minimum target. It could be set higher for some schools, depending on the specific offerings in the application.
- c. Partnership Schools with students in Years 1-8 must report against the National Standards or Ngā Whanaketanga Rumaki Māori. 85% of students are expected to achieve the National Standards.
- d. Partnership Schools are required to break down any targets to reflect data for the priority groups and their achievement (except where this would breach an individual's privacy).
- e. Where appropriate, partnership schools will be expected to use, progressive achievement test (PAT) and/or e-asTTle, together with the Te Waharoa Ararau and/or Progress and Consistency Tool (PaCT) assessment instruments.
- f. The standards set for STEM Schools may be higher than those stated in this clause 2.10.

2.11 Student engagement

Specific points to note in relation to student engagement are:

- a. Student engagement is a prerequisite to high student achievement. Therefore, Partnership Schools have specific performance standards around ensuring a high level of attendance and providing a safe physical and emotional environment for students.
- b. Please note that sponsors are legally required to make all reasonable efforts to ensure that an enrolled student attends school, and to provide a safe physical and emotional environment.

2.12 Curriculum

Specific points to note in relation to curriculum are:

- a. While Partnership Schools have the flexibility to provide their own curriculum, they still have a duty to ensure that the school delivers a curriculum that is in line with any foundation curriculum policy statements published under section 60A(1)(aa) of Education Act 1989.
- b. The national curriculum is the New Zealand Curriculum (NZC) and Te Marautanga o Aotearoa.
- c. The NZC includes the following:
 - Vision: young people who will be confident, connected, and actively involved lifelong learners
 - Values: Excellence, innovation, inquiry and curiosity, diversity, equity, community participation, ecological sustainability, integrity, and respect.
 - Key competencies: using language symbols and text, managing self and relating to others, and participating and contributing

Principles: high expectations, Te Tiriti o Waitangi, cultural diversity inclusion, learning to learn, community engagement, coherence, and future focus.

- d. Information on Te Marautanga o Aotearoa can be found at <http://www.tmoa.tki.org.nz/Te-Marautanga-o-Aotearoa>

2.13 Governance and organisational management

Specific points to note in relation to governance and organisational management are:

- a. Sponsors of Partnership Schools are required to meet all legal obligations under general and education law in New Zealand and under the Partnership Schools Contract, while managing their school and focusing on achieving specified performance standards.

2.14 Property (Premises and Facilities)

Specific points to note in relation to Property are:

- a. Sponsors must have appropriate property arrangements in place (such as a lease arrangement) to use premises and facilities which are suitable for the purposes of operating their Partnership School, or must be able to show that they can obtain suitable premises and/or facilities (which are ready for operation including all required consents) by milestone date(s) in advance of the proposed partnership school opening date.
- b. Respondents must list all proposed Partnership School premises and facilities (including alternative or backup premises) under consideration in section 11 of the response form, and include a description of the type of property arrangements that are in place (or are proposed to be put in place) in respect of those properties and detailing any plans to construct new, or to renovate existing, facilities.
- c. If suitable premises or facilities are not secured by the date the application is submitted, the Respondent will need to include a detailed implementation plan outlining how it intends to secure such premises or to construct or renovate facilities, by milestone date(s) in advance of the proposed school opening date.

2.15 Non government investment

Specific points to note in relation to non-government investment are:

- a. To deliver on the proposed school's vision and mission, and the educational achievement contemplated by the Contract, you might need to secure additional funding and support, in cash or kind, from other parties in your community.
- b. If such funding is likely to be required, it is important that you consider this carefully, and provide clear evidence at section 12 of the response form that you have secured sufficient non-government investment commitments to allow you to carry out your proposal (both to cover any funding 'gap' and to allow you to undertake required activities ahead of the receipt of funding provided by the Ministry under the Contract (eg pre-contracting activities)).
- c. You may need to secure or confirm this kind of support (or convert an offer of support into a firm commitment) during the establishment phase, if your application is successful. Where this is the case, we expect you to detail your realistic and achievable plans to accomplish this. You should be aware that if your application is approved, approval may be conditional on you securing the required support (to the reasonable satisfaction of the Ministry).

2.16 Financial management and financial viability

Specific points to note about financial management and financial viability are:

- a. Financial management standards measure (or predict) the overall financial health of a Partnership School using common business standards. Indicators include the operating surplus, working capital ratio, debt/equity ratio, operating cash, and enrolment variance.
- b. Government will only guarantee a level of funding based on the expected roll for the first year. After this, funding is roll-dependent. Respondents must therefore be confident of achieving their projected roll numbers.
- c. In section 12.3 of the response form, we ask that you submit two financial forecasts:
 - i) Financial Forecast 1 - this is your schools budget and financial forecast. It should be based on your organisation achieving its projected roll numbers. This forecast must include the establishment and first 6 years of operations.
 - ii) Sensitivity test - we are looking to understand the impact of roll variability on the financial viability of your school. To assist in our understanding, a second version on your above budget, needs to be submitted, but in this forecast you must demonstrate the impact not achieving the projected roll by would have on your operations. This forecast should be based on achieving 80% of your projected roll numbers for 2020 to 2025 (after the guaranteed funding period). Make clear what expenses will be adjusted and/or additional non-government revenues sought to sustain the viability of your school if this scenario actually arises.
- d. In this process you can request that the Ministry calculate your likely level of Government funding for you to input into the spreadsheet. If you would like us to do this, you will need to email your projected roll table (from section 7.1 of the response form) to PartnershipSchoolsApps@education.govt.nz by 21 April 2017.

2.17 Contract and contract term

Specific points to note about the Partnership Schools contract and the contract term are:

- a. Successful Respondents will sign a Contract with the Minister for the establishment period and first 6 years of the operation of the school, with two further rights of renewal of six years each.
- b. The Respondent will be accountable for delivering to specific performance standards.
- c. The Contract may be renewed or permitted to expire without renewal, at the discretion of the Minister/Ministry, based on the performance of partnership schools.
- d. The Partnership Schools Authorisation Board is responsible for overall monitoring of the Partnership School's educational performance.
- e. The Ministry of Education administers and monitors the Partnership Schools Contracts on an ongoing basis on behalf of the Minister.
- f. Failure to meet any of the performance standards may result in intervention and, where necessary closure. If closure occurs within a set time from the opening of the school as specified in the Contract we will seek repayment of a portion of the Establishment Funding provided.
- g. Further details about the proposed Contract are set out in Section 5 below.

2.18 Key outcomes

The following are the key outcomes to be delivered by successful Respondents:

| Description | Indicative date for delivery |
|--|------------------------------|
| Partnership School established and open | February 2019 |
| Partnership School delivering on contracted outcomes | Quarterly reporting |
| <u>Priority Learner</u> For Secondary, aimed at achieving 85% of Level 2 students at NCEA For Primary, aimed at achieving 85% of students at or above national standards or Ngā Whanaketanga Rumaki Māori (NWRM) | |
| <u>STEM</u> Yet to be agreed, but the Government expectation is that these will be set to a higher standard than priority learner schools | |

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria). Price is not a weighted criterion (as funding is fixed) although, financial viability is a key due diligence factor and will be considered in conjunction with the weighted attribute score.

3.2 Evaluation criteria

Proposals will be evaluated on their merits according to the following evaluation criteria and weightings.

| Section of Application | Criterion | Weighting |
|------------------------|--|--|
| 2&3 | Sponsor and/or applicant organisation | 5% Also part of Due Diligence |
| 4 | The Proposed School | 10% |
| 5 | Achievement of Contracted Outcomes | 15% |
| 6 | Governance | 5% |
| 7 | Student Pathways (enrolment and transitions) | 15% |
| 8 | Educational Plan | 25% |
| 9 | Leadership and Teacher Quality and Resources | 20% |
| 10 | Community Outreach and Engagement | 5% |
| | Total weightings | 100% |

| Section of Application | Criterion | How Considered in Process |
|------------------------|---|--|
| 11 | Premises | Due Diligence Factor |
| 12 | Non-Government investment/Funding and Financial viability | Financial viability |
| 13 | Acceptance of the Draft Agreement | Decision Factor The Ministry will consider any proposed changes and the assessed level of risk in achieving a contract acceptable to the Ministry |
| 14 | Appendices | Due Diligence Factor |
| 15 | Applicant Declaration | Condition of Participation Respondents are required to submit a declaration in the form of Response Form Section 15. Without limiting its rights generally, subject to corrections of unintentional errors of form, the Ministry may exclude as non-conforming, a Response that does not provide a declaration in the required form. |

The Ministry may, but is not obliged to, use information submitted for one section in its evaluation of another criterion.

3.3 Scoring

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

| Rating | Definition | Score |
|---|--|-------------|
| EXCELLENT significantly exceeds the criterion | Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Response identifies factors that will offer potential added value, with supporting evidence. | 9-10 |
| GOOD exceeds the criterion in some aspects | Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Response identifies factors that will offer potential added value, with supporting evidence. | 7-8 |
| ACCEPTABLE meets the criterion in full, but at a minimal level | Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with adequate supporting evidence. | 5-6 |
| MINOR RESERVATIONS marginally deficient | Satisfies the criterion with minor reservations regarding some aspects of the Respondent's relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criterion, and/or concerns regarding the supporting evidence supplied. | 4 |
| SIGNIFICANT RESERVATIONS | Satisfies the criterion but with significant reservations regarding aspects of the Respondent's relevant ability, understanding, experience, skills, resources and quality measures required to deliver the outcomes. Application may also be deficient with regard to the quality of supporting evidence supplied. | 3 |
| SERIOUS RESERVATIONS significant issues that need to be addressed | Satisfies the criterion with major reservations. Considerable reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with inadequate supporting evidence. | 1-2 |
| UNACCEPTABLE significant issues not capable of being resolved | Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with inadequate supporting evidence. | 0 |

3.4 Evaluation process and due diligence

The Partnership Schools | Kura Hourua Authorisation Board (the Board), supported by officials from the Ministry of Education (the Ministry) will evaluate and shortlist the responses using the following process:

- a. Ministry officials will undertake an initial screening of the applications received by the due date to ensure:
 - (i) The response is provided by an entity as permitted at clause 1.8(a);
 - (ii) The Applicant Declaration at section 15 of the Response Form has been completed and signed; and
 - (iii) The response is substantially complete, including a response to each section of the Response Form, where required.

Responses not meeting these requirements will be excluded from further evaluation.

- b. The Board members and the Ministry will independently review the applications.
- c. The Ministry will provide the Board with a report containing a detailed assessment of each key section of the Proposal against the Evaluation Criteria (including a preliminary weighted score).
- d. Throughout the evaluation process, requests for clarification from Respondent(s) may be identified and sought. This information may be sought in writing or as part of the interview process.
- e. Alongside Board members' own evaluations of the applications, the Board will consider the Ministry report as an input to their assessment, prior to agreeing the shortlist of applicants that will be invited to an interview.
- f. Each shortlisted Respondent will be invited to attend an interview in support of their application. The Contact Person will provide a list of interview topics to those Respondents invited to attend an interview.
- g. Evaluation scores may be amended at relevant points in the process (including after the interviews). A rationale will be recorded against any change made to the score.
- h. An analysis of budgets and financial statements will be undertaken by the Ministry or external advisors and provided to the Board. This will include assessment of the Respondent's potential financial viability and the sensitivity of their roll numbers in relation to their proposed financial forecasts.
- i. Due diligence factors, which could include checks with other Government Agencies (if applicable), will be undertaken. This may include discussions the Tertiary Education Commission (TEC) if any of the Respondents are or include Tertiary Education Institutes (TEIs).
- j. Reference checks with nominated referees may be undertaken by either the Ministry or Board members for respondent(s) to confirm their capability and capacity (if required).
- k. The extent of acceptance of the Draft Contract for Service will be considered by the Ministry.
- l. The Board will take into account the Ministry's evaluation results, updated weighted evaluation scores, the outcome of financial analysis and due diligence factors, including Reference Checks and the extent of acceptance of the Draft Contract, and any other material factors when making their recommendation to the Minister of Education.
- m. The Minister of Education will consider the Board's recommendation and decide which preferred Respondent(s) will be invited to enter into contract negotiations. The Minister may request additional advice to assist their decision-making.
- n. Contract negotiations with preferred Respondent(s) will commence
- o. Contracts will be awarded to successful Respondent(s) (if any), in the agreed form (subject to satisfactory contract negotiations).

Note:

While the Board might recommend to the Minister that one or more Proposals be considered for Contracts, it reserves the right to recommend that no Proposals be considered for Contracts.

The Minister is under no obligation to approve any Respondent as a sponsor or award any Contract to any Respondent if satisfactory agreement cannot be reached by a set date, as determined by the Ministry.

SECTION 4: Funding Information

4.1 Funding for Partnership Schools

Partnership Schools receive funding comparable to the resourcing components provided to state and state-integrated schools. The resourcing components for Partnership Schools are salaries, operations grant, property funding, and centrally-funded services (such as professional development and special education services).

STEM partnership schools have their operational funding calculated based on a decile 5 school and are anticipated to receive approximately between 1 and 2% less operational funding than priority learner partnership schools (who receive funding based on a decile 3 school).

4.2 Establishment Funding

The Establishment Funding is made up of 3 components:

| | Primary School Years 1- 8 | Secondary Schools Years 9 – 13 |
|-------------------------------------|---|---|
| Fixed contribution to set up costs | \$250,000 | \$400,000 |
| Principal's Salary | Up to 4 terms at \$32,500/term | Up to 5 terms at \$32,500/term |
| Property rate (including insurance) | The equivalent of 6 months of year one property funding | The equivalent of 6 months of year one property funding |

4.3 Operational Payments

- a. Operational Payments are made quarterly and in advance, and depend on the number of students enrolled in the school.
- b. The property component of the Establishment Funding and the first year of operational payment payable on a per student basis, will be based on an initial number of students agreed to by the parties.
- c. Operational payments will be fixed at the agreed number of students for the first year, after which they will be based on actual student numbers.
- d. Your application requires you to propose both a maximum roll and an opening roll (which will be used to calculate your Establishment Funding and the first year of operational funding) . You are expected to support your proposed roll with evidence that a real demand exists for a school of the proposed size and nature in the community in which you intend to operate.
- e. The table below summarises information about funding for Partnership Schools.

| Rate | Primary School | Secondary Schools |
|---|--|--|
| | Years 1- 8 Annual funding paid quarterly | Years 9 – 13 Annual funding paid quarterly |
| Property (includes insurance) | Based on Space Entitlement Space Entitlement is dependent on the size of the school's roll Rates are Approximately: Primary \$154.58/m2 per annum Intermediate \$171.58/m2 per annum | Based on Space Entitlement Space Entitlement is dependent on the size of the school's roll The approximate rate for Secondary (years 9 – 15) is \$188.58/m2 per annum |
| Teaching and Operating | <u>Priority Learner Schools</u> Primary roll 50 and below: \$8,579 per student Primary roll 51 and above: \$5,247 per student <u>STEM Schools</u> Primary roll 50 and below: \$8,430 per student Primary roll 51 and above: \$5,098 per student | <u>Priority Learner Schools</u> Roll 100 and below: \$12,585 per student Roll 101 and above: \$7,046 per student <u>STEM Schools</u> Roll 100 and below: \$12,431 per student Roll 101 and above: \$6,892 per student |
| Professional Development and Resources | \$276 per student | \$276 per student |

- f. For composite schools which have a mix of primary and secondary students, the funding bands for the teaching and operating rate will be pro-rated, based on projected student numbers at the projected roll for each year. For example, a composite school with a roll of 300 students, made up of 200 year 1-8 (primary) students and 100 year 9-10 (secondary) students would receive the primary rate of \$8,579 per student for its first 33 primary students ($200/300 \times 50$) and the secondary rate of \$12,585 per student for its first 33 secondary students ($100/300 \times 100$).

4.4 Other Payments

- a. Payments for other services may be available, dependent on eligibility under the settings that apply [to state schools, generally].
- b. Partnership Schools are also eligible for entitlements that attach to individual students or schools such as transport assistance, Māori Language Programme Funding, and an allowance for isolated schools.
- c. Assistance for students with moderate and high special education needs will also be funded centrally (where applicable). This is a highly specialised service, and experts are not readily available across all parts of the country.
- d. Sponsors are not allowed to charge fees for students to attend of their Partnership School; only voluntary donations only are permissible.

4.5 Note to Tertiary Education Institutes

- a. The funding outlined in the RFP is the maximum level of funding available. Funding may be agreed at a lower level depending on the use of existing/funded Government resources.
- b. If a Tertiary Education Institute is successful in becoming a preferred Respondent, their final level of funding will be subject to a review of how they will source resources. If resources are already funded by the Crown then this may be taken into account in the final funding allocation.
- c. Therefore TEI's intending to re-use teaching staff, resources or buildings must be aware that their level of funding may be subject to negotiation with the Ministry.

SECTION 5: Our Proposed Contract

Specific points to note about the proposed Contract are

- a. The Ministry's commercial position is reflected in the draft Contract attached as Schedule 1 to this RFP.
- b. Each Respondent is asked to confirm their acceptance of the Draft Contract in the response form.
- c. If you would not be prepared to enter into the Draft Contract in the form attached, you will need to specify the amendments you consider are required to the form of contract and the reasons you are requesting them, proposing an alternative position that would protect the interests of both parties and confirming that all the other clauses in the contract are acceptable.
- d. Respondents should note that the Ministry is currently reviewing the draft Contract, and we expect to release a revised form of draft Contract to each Respondent (or, if shortlisting has already occurred, a clear outline of the proposed changes will be provided to shortlisted Respondents). If this occurs, Respondents or shortlisted Respondents (as applicable) may be asked to update their response to confirm their acceptance of the revised draft Contract or provide their requested amendments in accordance with the paragraph immediately above, and any further instructions given by the Ministry.
- e. The Ministry will, in its absolute discretion, take any amendments proposed by a Respondent into account during the evaluation process, but the Minister is under no obligation to accept any such proposed amendments.
- f. Should a Respondent be selected to proceed to contract negotiations, only those provisions identified as requiring amendment in the response form (including as updated after the release of the revised draft Contract) and any entirely new provisions that the Minister may introduce after that as forming part of the final Contract can be the subject of contract negotiations. If a Respondent raises new or different issues, at the contract negotiation stage, this may result in contract negotiations with that Respondent being terminated.

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

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

Standard RFP process



Preparing and submitting a proposal

6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on

such a list will not be penalised for failure to submit a Proposal.

6.2 Offer Validity Period

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



6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on 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 Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
 - iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



Assessing Proposals

6.5 Evaluation panel

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

6.6 Third party information

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



6.7 Buyer's clarification

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



6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - 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 take into account 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 Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.



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 essentially 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 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Proposal was or was not successful
 - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Proposal's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the successful Proposal
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFP and the RFP 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 RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.



Standard RFP conditions



6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on 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 RFP.

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 RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

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 RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.16 Anti-collusion and bid rigging

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

6.17 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 RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.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 RFP information

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

6.19 Costs of participating in the RFP process

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

6.20 Ownership of documents


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

6.21 No binding legal relations

- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP 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 RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii. the Proposal contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

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

shortlisted Respondent

- xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



6.24 New Zealand law

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

6.25 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 RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFP-Terms)
 - iii. all other Sections of this RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or 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 RFP the following words and expressions have the meanings described below.

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| Advance Notice | A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP. |
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| Business Day | Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day. |
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| Buyer | The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives. |
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|---------------------------------|--|
| Competitors | Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general. |
| Confidential Information | <p>Information that:</p> <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either the Buyer or a Respondent as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, classified’ and/or ‘restricted’ c. is provided by the Buyer, a Respondent, or a third party in confidence d. the 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 RFP or in the provision of the goods or services. It means that the Respondent’s independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ul style="list-style-type: none"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised. |
| Contract | The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements. |
| Contract Award Notice | Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules. |
| Deadline for Proposals | The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2. |
| Deadline for Questions | The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable. |
| Evaluation Approach | The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable). |
| GETS | Government Electronic Tenders Service available at www.gets.govt.nz |
| GST | The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985. |
| Intellectual Property | All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law. |
| Offer Validity Period | The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6. |
| Point of Contact | The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer’s Point of Contact is identified in Section 1, paragraph 1.3. The Respondent’s Point of Contact is identified in its Proposal. |
| Price | The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent’s Proposal must include its Price. |

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| Proposal | The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent. |
| Proposed Contract | The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5. |
| RFP | Means the Request for Proposal. |
| Registration of Interest | A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process. |
| Request for Proposal (RFP) | The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS. |
| RFP-Terms | Means the Request for Proposal - Process, Terms and Conditions as described in Section 6. |
| RFP Process, Terms and Conditions (shortened to RFP-Terms) | The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents. |
| Requirements | The goods and/or services described in Section 2 which the Buyer intends to purchase. |
| Respondent | A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal. |
| Response Form | The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal. |
| Successful Respondent | Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements. |