

Request for Proposals

Design of the PACER Plus Implementation Unit

New Zealand Aid Programme *and* Australian Aid Program

RFP released: Tuesday 13 February 2018

Deadline for Questions: 4PM Wednesday 28 February 2018

Deadline for Proposals: 4PM Monday 12 March 2018

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This Opportunity in a Nutshell

What we need

The Pacific Agreement on Closer Economic Relations Plus (PACER Plus/the Agreement) is a regional trade and development agreement signed by 11 Pacific countries (Australia, Cook Islands, Kiribati, Nauru, New Zealand, Niue, Samoa, Solomon Islands, Tonga, Tuvalu and Vanuatu) in 2017. Under PACER Plus, Australia and New Zealand will jointly fund a five-year Development and Economic Cooperation Work Programme that will assist Pacific Island Parties¹ to build trade capability and take advantage of regional trade and investment opportunities. The PACER Plus Implementing Arrangement mandates that an Implementation Unit be established to administer the Work Programme and to service the PACER Plus Joint Committee.

The purpose of this procurement is to procure services to design an Implementation Unit that supports the implementation of PACER Plus from the date it enters into force (anticipated in 2019).

We **do not** want proposals for the composition, establishment or management of the Implementation Unit.

What's important to us

Our goal is to establish an effective and mutually agreed upon Implementation Unit that helps PACER Plus Parties benefit from the Agreement from day one of entry into force. Therefore the arrangements for the Implementation Unit must be agreed between the signatories prior to entry into force.

The design process will be jointly managed by the New Zealand Ministry of Foreign Affairs and Trade (MFAT) and the Australian Department of Foreign Affairs and Trade (DFAT) (together the Agencies, and each an Agency). It must be inclusive and strongly driven by consultation with all PACER Plus signatories.

The design of the Implementation Unit will comprise four phases with key deliverables as follows:

- i. **Design plan:** A short work plan setting out how the design, including consultations, will be undertaken.
- ii. **Scoping paper:** This should outline the possible options for governance, management and operational structures and systems, and location of the Unit, in accordance with the Implementing Arrangement.
- iii. **Draft design:** Will be informed by the above scoping paper and stakeholder consultations and will outline in detail recommended governance, management and operational structures, systems and processes, key results areas and a proposed work plan for the first year of activities.
- iv. **Final design:** Will reflect feedback from PACER Plus signatories and other key stakeholders.

The successful Respondent will have the following knowledge, skills and experience:

- Capability and capacity in organisational design
- Pacific experience and expertise
- Trade and foreign investment expertise

¹ There are 11 signatories to the PACER Plus. Signatories become Parties once they have completed domestic ratification and the Agreement enters into force.

More detail on these requirements can be found in the attached Terms of Reference (ToR) and in the Evaluation section of this Request for Proposals (RFP).

Looking ahead

Although this procurement is for the design stage only, there is potential for extending the services of the design stage supplier under a new contract, should their services be required. For example, management services may be required for the inception stage of the Implementation Unit while the governing body recruits individuals to key roles within the Unit. Alternatively, the Agencies may decide to go back to the market at the end of the design stage to tender for services required in subsequent stages.

Any further tender opportunities will be notified to the sector in due course.

About us

The New Zealand Aid Programme is the New Zealand Government's international aid and development programme managed by MFAT. Its mission is to support sustainable development in developing countries in order to reduce poverty and contribute to a more secure, equitable and prosperous world through:

- Effective, innovative aid
- Sustainable economic development
- Reducing disaster risk
- Working in partnership
- Human development
- Safe and secure communities

Further background and information on “how” and “where” the New Zealand Aid Programme operates to extend its reach and respond to development needs around the globe may be found on www.mfat.govt.nz.

The New Zealand Aid Programme Strategic Plan 2015-19 can be found at: [MFAT website: Our Approach to Aid](#).

PACER Plus aligns with MFAT's goal to safeguard New Zealand's interests and influence in the Pacific and improve the prosperity, stability and resilience of the region and its people.

The Australian Government's aid program reflects Australia's values and our commitment to reducing poverty and lifting living standards through sustainable economic growth.

The Australian aid program represents an investment in the future of the Indo-Pacific region. An effective aid program will contribute to greater prosperity and reduced poverty. Well-targeted Australian aid complements our diplomatic and security efforts to promote regional stability.

For further information please see the Australian Government's development policy [Australian aid: promoting prosperity, reducing poverty, enhancing stability](#) and performance framework [Making Performance Count: enhancing the accountability and effectiveness of Australian aid](#).

Conditions of Proposal



Interpreting this RFP

Words starting with capital letters can have special meaning. Refer to the list of [Definitions](#) for words and expressions that have special meanings.



Understand our Requirements

Make sure you fully read this document before starting to prepare your response. In particular develop a strong understanding of [Our Requirements](#) and how your Proposal will be [evaluated](#). If anything is unclear or you have any questions then ask us to explain. See below for how to contact us about this RFP.



Our process

This is a contestable and competitive tender. MFAT is the Agency nominated to lead the procurement process and to contract with the Successful Respondent for the provision of the services (refer ToR).

All decisions relating to this procurement will be jointly made by the Agencies.

We have set out a step-by-step process for Respondents to follow as well as some rules. Make sure you follow our process and abide by the rules. Remember, it is important when preparing your Proposal to use the **Supplier Response Form** and complete the **Supplier Declaration**. Having done the work don't be late – you must get your Proposal to us before the Closing Date (**4PM Monday 12 March 2018**).



Changes to our process

Tender documents, including this RFP, will be advertised concurrently on the New Zealand Government Electronic Tenders Service (GETS) at www.gets.govt.nz and [DFAT's Business Opportunities site](#). If we need to change anything about this process or want to provide suppliers with additional information we will let all suppliers know by placing concurrent notices on both websites.

If you downloaded this RFP from GETS you will automatically be sent notifications of any changes. **All** subscribers to [DFAT's Business Opportunities site](#) should **also** subscribe to GETS to receive automatic notifications relating to this tender, including answers from the Agencies to supplier questions submitted through GETS.



Communications regarding this RFP

Please submit **all** questions and enquiries using the question function at www.gets.govt.nz. If you have any difficulties with this process, or with submitting your proposal, please get in touch with our contact person:

Caroline Donovan

Commercial Manager, Commercial Division

New Zealand Ministry of Foreign Affairs and Trade (MFAT)

Telephone: +64 04 439 8448

Email: submissions@mfat.govt.nz

During the RFP period, Respondents must not contact any MFAT or DFAT staff member, or

any other person associated with the RFP, other than the person listed above. Unauthorised contact may invalidate you from the RFP process.



Confidentiality

Respondents are advised that the Agencies are respectively subject to New Zealand's Official Information Act 1982 and Australia's Freedom of Information Act 1982 (Cth). Respondents should mark their Proposals "Commercial - In Confidence" if they wish to protect specific information. The Agencies will treat all Proposals in the strictest confidence. The Agencies cannot, however, guarantee that information marked as such can be protected if the Agencies receive a request for information under either of these Acts.



Submitting your Proposal

Proposals are to be signed by a duly authorised officer, for and on behalf of, the Respondent(s) (refer to the Supplier Response Form for the declaration form).

Proposals must be received by the deadline specified on the front page of this RFP, or may not be considered.

Proposals must be submitted electronically via GETS only at www.gets.govt.nz and **must not exceed 5MB per file**. Please be clear that **there will be no function to submit Proposals via DFAT's Business Notifications site, AusTender or any other mechanism** as it is essential that all Proposals are received and managed through a single mechanism, to minimise handling errors.

NB: Proposals sent by email, post or fax will not be accepted. However, should exceptional circumstances arise and electronic submission via GETS is not possible, requests to submit Proposals by an alternative method are to be made in advance of the deadline for submission to the RFP to our contact person. Approval may be granted at MFAT's discretion.



Our Indicative Timeline

The following information sets out our process and Indicative Timeline.

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|---|---------------------------------|
| 1. Deadline for Respondents' questions | 4PM Wednesday 28 February 2018 |
| 2. Deadline for MFAT, which will be the Buyer, to answer questions | 4PM Monday 5 March 2018 |
| 3. Deadline for Proposals (Closing Date) | 4PM Monday 12 March 2018 |
| 4. Issue shortlisting and unsuccessful letters | Friday 6 April 2018 |
| 5. Shortlisted Respondent/s are interviewed and/or make presentations to the Evaluation Panel, as required (<i>please keep date free</i>) | Wednesday 11 April 2018 |
| 6. Respondent selected and contract awarded; notify Successful Respondent and issue unsuccessful letters | Monday 23 April 2018 |
| 7. Successful Respondent signs the Contract | Friday 11 May 2018 |
| 8. Anticipated Contract start date: | Monday 14 May 2018 |
| 9. Debriefs held with unsuccessful Respondents, on request | Monday 21 – Friday 25 May 2018 |
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Please note: All times are **New Zealand time.** We reserve the right to alter the timeline, if required.



The RFP process

- a. Each Respondent shall examine, or be deemed to have examined, the [Conditions of Proposal](#), [Our Requirements](#), [Our Evaluation Methodology](#), MFAT's Standard Terms and Conditions (on GETS) and any other information supplied by MFAT in writing.
- b. In submitting a Proposal in response to this RFP, the Respondent accepts and agrees to be bound by MFAT's Conditions of Proposals and Standard Terms and Conditions, as varied – see **Subject to Contract** below; OR notes in the Supplier Response Form any issues or concerns with the Standard Terms and Conditions (as so varied) and proposes alternative wording, where appropriate. Note that the Respondent's acceptance, or otherwise, of MFAT's Standard Terms and Conditions (as so varied) is taken into account in the evaluation process.
- c. The cost of preparing and submitting the Proposal shall be borne by the Respondent.
- d. All Proposals shall be firm offers and may not be withdrawn for a period of **60 calendar days** following the deadline for submission of Proposals.
- e. MFAT reserves the right to change, suspend, cancel or re-advertise this RFP, or the contents of the RFP documentation at any time.
- f. The Agencies shall have no liability for any information they provide, or for any cost or loss to any Respondent, in the event that this RFP is cancelled, suspended, changed or re-advertised. Neither Agency has any obligation in respect of any information provided by the other, nor any obligation to verify such information.
- g. MFAT reserves the right to negotiate without restriction with Respondents after the close of the RFP on any matter contained in the Proposal, including pricing, without disclosing this to any other person.
- h. MFAT reserves the right to accept or reject any, or all Proposals, and to cancel the RFP process, at any time, thereby rejecting all Proposals, prior to any contract being awarded.



Evaluation of Responses

- a. Responses will be assessed by an evaluation panel, convened by MFAT, against the criteria outlined in the [Our Evaluation Methodology](#) section.
- b. MFAT reserves the right to clarify or request additional information from any Respondent before accepting any Proposal and to implement additional processes to evaluate the Proposals.
- c. MFAT will not necessarily shortlist any Proposals.
- d. Each Respondent shall be notified in writing of the shortlisting or rejection of its response as soon as possible. No response shall be deemed to be shortlisted unless and until the Respondent has been notified by MFAT in writing.
- e. MFAT reserves its absolute discretion in the evaluation and selection process.



Subject to Contract

- a. Responses are submitted on the basis that no binding legal relations with MFAT are created unless and until a formal written contract is signed by MFAT and the Successful Respondent.
 - b. The acceptance by MFAT of any response, whether with or without negotiation, or the negotiation by MFAT with an unsuccessful Respondent, shall not create binding legal relations between MFAT and the party whose response has been accepted or which is negotiating with the contracting agency.
 - c. MFAT reserves the right to accept only one or some of the nominated individuals and/or propose a consortium be assembled of select responses and/or commission additional expertise if required.
 - d. If, in the opinion of MFAT, and at MFAT's sole discretion, none of the responses submitted are acceptable, MFAT reserves the right to enter into negotiations with one or more of the Respondents for a satisfactory offer.
 - e. MFAT shall exercise the right outlined in clause d. only after notification to all Respondents that their responses were unsuccessful.
 - f. The contract for the provision of the Requirements shall be between MFAT and the Successful Respondent and upon and subject to MFAT's Standard Terms and Conditions, varied as set out below. The commercial terms of the contract, including the variations to Schedule 2, will be recorded in Schedule 1. Please refer to MFAT's Standard Terms and Conditions. MFAT and the Successful Respondent may negotiate changes to these terms and conditions, if appropriate.
 - g. The following variations to Schedule 2 of MFAT's Standard Terms and Conditions will be included in the contract for the provision of the Requirements. These will be set out in section 13 of Schedule 1.
 1. Clause 2.7 is varied by adding "and the Australian Government" after "Government".
 2. Clause 2.8 is varied by adding "or the Australian Government or the Australian Aid Program" immediately before the full stop.
 3. A new clause 4.4 is added as follows: "The Australian Government, through its Department of Foreign Affairs and Trade (DFAT), and the Australian Aid Program are interested in, and will have the benefit of, the Services. MFAT reserves the right to consult with DFAT, and to take any views DFAT may express into account, in connection with any decision, agreement, approval or consent which MFAT is entitled or required to make under this Contract, or in forming an opinion or view under or in connection with this Contract. Provisions as to the timeliness of a response shall be construed accordingly."
 4. Clause 6.2 is varied by adding, as a new sentence, "The Supplier has no authority to bind or represent DFAT in any way or for any purpose."
 5. Clause 9.3 is varied by omitting "the Buyer" and substituting "the Buyer and DFAT respectively and severally".
 6. Clause 13.6 is varied by (a) omitting "the Buyer" where it first appears and substituting
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“the Buyer and DFAT respectively and severally”, and (b) omitting “the Buyer” where it secondly appears and substituting “the Buyer or DFAT (as the case may be)”.

7. Clause 14.1 c. is varied by (a) omitting “), or by” and inserting “and under the Freedom of Information Act 1982 (Cth) (Australia)), or by DFAT policy (including the Transparency Charter available on DFAT’s website),”, and (b) adding “in New Zealand or Australia” immediately before the semi-colon at the end of the paragraph.
 8. Clause 21.4 is varied by (a) omitting “clause 21.5,” and substituting “clauses 6.2, 9.3, 13.6, 14.1 and 21.5,”, and (b) adding, as a new sentence, “To avoid doubt, clauses 6.2, 9.3, 13.6 and 14.1 are promises made for the benefit of DFAT to which the Contract and Commercial Law Act 2017 (NZ) applies.”.
 9. In construing the definitions “Confidential Information”, “Conflict of Interest” and “Extraordinary Event” a reference to a Party, in so far as that Party is not the Supplier, shall include a reference to DFAT and to events, circumstances or states of affairs which relate to, affect or involve DFAT.
 10. The definition “Public Service Agency” is varied by adding “and any department of the Australian Government recognised by relevant Australian law” immediately before the full stop.
- h. DFAT shall be, and be specified to be, the Buyer Nominee under the contract.



Governing Law

- a. This RFP is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction to all matters relating to this RFP.



Contract Negotiations

- b. Both parties agree to negotiate in good faith, and on successful conclusion of negotiations the Successful Respondent will sign a formal contract with MFAT.
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Our Requirements

Please refer to the separate Terms of Reference (ToR) for a detailed description of the services we are seeking. The ToR includes an outline of the milestones and deliverables, methodology, schedule, team composition, performance standards and background to the initiative.

This section of the RFP covers additional information on pricing, payment, proposed contract term, other tender documents and general information for Respondents.

Pricing information

We are seeking from Respondents a fixed price for the provision of the services. We are open to the format in which Respondents wish to present their pricing proposals, within the parameters outlined below. Respondents may choose to use the Budget Template provided in the Supplier Response Form.

1. In providing their pricing information Respondents must state the total contract price.
2. The tendered price must include all costs and charges associated with full delivery against the Buyer's Requirements, as detailed in the Terms of Reference.
3. The tendered price may be outputs-based, for example a unit price per deliverable; or inputs-based, for example an hourly or daily rate per consultant; or a combination. Where the tendered price is outputs-based, Respondents' costs must show sufficient detail on the input costs which make up the outputs.
4. Prices should be net of GST. Where GST is due this should be shown separately.
5. Prices should be tendered in NZD. All contractual payments will be in NZD.
6. The pricing structure must be transparent, with all assumptions clearly stated. There must be no hidden costs. Where assumptions may influence the price the impact of the assumption on the price must be clearly stated. Any pricing exclusions must be clearly stated.
7. Per diems for time spent delivering services in other countries will be paid at MFAT's published rates for the New Zealand Aid Programme, available at: <https://www.mfat.govt.nz/en/aid-and-development/working-with-us/getting-paid/per-diem-rates/>
8. We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity and price.
9. If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), MFAT may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

Payment

Payment by MFAT for the services will be made in arrears following the provision of the services and other deliverables to the agreed standards. The Supplier may elect to invoice MFAT on a monthly basis.

General

The proposal should be concise, well written and address the ToR. It should also demonstrate the Respondent's understanding of the environment the Agencies and other signatories operate in and the evaluation requirements.

All services must be provided in a professional manner and in accordance with MFAT's reasonable expectations.

MFAT is happy to consider applications from individual suppliers or from a partnership or consortium between suppliers to provide the services. However, one organisation must be proposed as the lead supplier to be legally responsible for the delivery of the services.

The services must be delivered in a manner which provides the best outcomes in terms of the Development Effectiveness criteria specified by the OECD - Development Assistance Committee: relevance, efficiency, effectiveness, impact and sustainability.

Contract term

The table below outlines the expected term of the contract. Any extension to the initial term of the contract will be made in accordance with MFAT's Standard Terms and Conditions (see GETS).

DESCRIPTION	NUMBER OF MONTHS
Initial term:	4
Number of (optional) additional terms for the Agencies to renew:	0
Maximum contract term:	4

Other tender documents

The following documents are relevant to the Services and are available at www.gets.govt.nz.

Document 1: Request for Proposals for Design of the PACER Plus Implementation Unit (this document)

Document 2: Terms of Reference for Design of the PACER Plus Implementation Unit

Document 3: Supplier Response Form for Design of the PACER Plus Implementation Unit

Document 4: MFAT's Standard Terms and Conditions of contract (Schedule 2)

Document 5: NZ Aid Programme H&S Information for Partners and Contractors

Our Evaluation Methodology

This section sets out the evaluation approach that will be used to assess Proposals.

Evaluation model and criteria

Proposals must be received on time and conform to MFAT's conditions, through which the Successful Respondent will be contracted (the [Conditions of Proposal](#)). Those Proposals received which are compliant with the above will be taken forward for an initial assessment against the pre-condition as set out below (Section A – Pre-conditions (mandatory criteria)). Those Proposals that pass the pre-condition will be progressed to full evaluation (Section B – Weighted attribute criteria).

Full evaluation will use a **weighted attribute** evaluation methodology model. Evaluation Panel members will assign a score to each Proposal for each criterion. Scores are assigned using the rating scale provided below. The weighted score for each criterion is generated by collating Evaluation Panel members' individual scores, applying the percentage weightings, then coming together to discuss and moderate scores and comments. The weighted score for each criterion is added to produce one overall weighted score per proposal.

Responses must achieve a **minimum overall weighted score of 6.00** to be eligible for shortlisting to the next stage of evaluation. The actual selection of the shortlist will depend on additional factors such as the number of eligible proposals and the pattern of scores.

Shortlisted Respondents *may* be invited to have an interview with, or make a presentation to, the Evaluation Panel. The interview/presentation stage provides Respondents with an opportunity to expand on critical aspects of their Proposal while enabling the Evaluation Panel to further assess Respondents' understanding of the services sought and the cultural opportunities, challenges and political sensitivities inherent in the provision of the Services.

Evaluation criteria	Weighting
A. Pre-conditions (mandatory criteria)	Weighting
1. History of successful delivery (refer Note 1) <ul style="list-style-type: none"> The organisation must have successfully delivered a minimum of two contracts of a similar nature and scale, within the past five years. Examples of similar contracts may include a combination of the following features: <ul style="list-style-type: none"> Organisational design focus. Lead supplier or partner, or can demonstrate leadership in a relevant area of expertise e.g. organisational design, governance, finance, law, human resources. International trade, policy, economics or similar context. Working to senior government officials / in an environment of political interest. Meeting the requirements of multiple international stakeholders at senior officials level. Leading or implementing significant change. 	Pass/Fail
B. Weighted criteria	Weighting
2. Capability and capacity in organisational design (refer Note 2) <ul style="list-style-type: none"> Can identify fit for purpose governance structures and decision-making processes. Knowledge and application of different management structures. Experience in human resources management and the knowledge and application of relevant legislation. Experience with the design and improvement of financial management structures and 	25%

Evaluation criteria	Weighting
<p>practices at an organisational level.</p> <ul style="list-style-type: none"> Proposed Team has the relevant expertise and capability required for the design of multi-country proposals. The organisation has the financial resources, financial management capacity, systems and infrastructure to deliver a project of this size. 	
<p>3. Expertise in international trade and foreign investment (refer Note 2)</p> <ul style="list-style-type: none"> Experience of and working in and on trade and investment: <ul style="list-style-type: none"> supporting the formation and adoption of trade and investment reforms; promoting the uptake of reforms through capacity building, technical assistance and other assistance to improve market access and facilitate trade of goods and services. Knowledge of Pacific economies, including capacity constraints and barriers to trade and investment. 	20%
<p>4. Pacific experience and expertise (refer Note 2)</p> <ul style="list-style-type: none"> Understanding of the 11 signatory countries of the Pacific including the cultures, public sector processes and systems (including political systems). Understanding of Pacific regional agencies and architecture. Recent experience working in the Pacific, including with either DFAT or MFAT, and developing or adapting an approach to meet the needs of Pacific stakeholders. Demonstrated ability to improve the business environment and attract foreign investment in Pacific island countries. 	20%
<p>5. Proposed solution / approach to delivery:</p> <ul style="list-style-type: none"> Indicative plan provided at an outputs- and sub-outputs based level which meets timelines and milestones as specified in the ToR. Relevant design theories, frameworks and methodologies are utilised, as appropriate. Applied understanding of project/programme management methodologies: <ul style="list-style-type: none"> Able to select and tailor methodologies, tools and techniques to be fit for purpose. Identifies dependencies, risks and constraints and how they will be managed. Works with partners to successfully deliver projects, employing innovation and identifying and maximising opportunities to add value. Strategy detailed for managing consultation with key stakeholders (i.e. signatories). Approach embedded in own expertise and experience. Approach takes account of gender outcomes. Demonstrates forward thinking about implementation issues, including the sustainability of benefits. Proposed team is fully available to deliver the scope and outputs as outlined in the ToR: <ul style="list-style-type: none"> Any limitations are clearly indicated and contingency plans outlined. 	20%
<p>6. Value for Money</p> <ul style="list-style-type: none"> Conforms to the requirements set out in the Terms of Reference. Contract risks are acceptable. All assumptions and price exclusions are identified. Costings are presented with sufficient granularity for the Panel to fully evaluate the cost structure. Cost effective measures are identified. Demonstrates value for money in relation to costs, proposed methods, resourcing, tools, deliverables and risks. 	10%
<p>7. Health and Safety</p> <ul style="list-style-type: none"> The response provides evidence of the organisation's appropriate focus on health and safety at an organisational level and an acceptable track record. 	5%

Evaluation criteria	Weighting
<ul style="list-style-type: none"> - A completed Health and Safety Acknowledgment Form (refer Section F of the Supplier Response Form). - Organisational health and safety information, including details of health and safety management system/policies and any accreditations held, together with track record (e.g. Total Recordable/Lost Time Injury Rates over the last three years (including any enforcement actions by a Regulator, or serious injuries). - The response contains a draft outline of the specific Safety Plan for the work which demonstrates that the respondent has the ability to perform the work in question safely (refer Section F of the Supplier Response Form for guidelines). 	
Total	100%

Guidance notes for Respondents

Note 1: Pre-condition #2

The list of features is not exclusive. Respondents should provide evidence of **successful delivery of contracts** with as many of these features as possible, and in other relevant areas in which they have strengths. Responses should take a case study format and not exceed one A4 page per each of the two contracts profiled. Responses should focus on providing evidence of **successful delivery**, i.e. what were the intended outcomes and how do you know you were successful?

Note 2: Weighted criteria #3, #4 and #5

These criteria focus on the organisation's proposed team for this assignment. Responses should provide **evidence of the required knowledge, experience and capabilities** held across the proposed team. Please ensure you submit curriculum vitae for key personnel to support your response, noting that curriculum vitae on their own will not be sufficient.

Ensure that you read the above evaluation criteria carefully and understand that you must provide **evidence** that demonstrates how you meet each criterion and its sub criteria, including the pre-conditions (Section A).

If you have questions about the evaluation model, criteria, rating scale or process (next sections), please follow the instructions under [Communications regarding this RFP](#).

Evaluation rating scale

The following rating scale will be used in evaluating Proposals.

RATING	DEFINITION	SCORE
Excellent	Exceeds the requirements with additional benefits. Exceptional demonstration by the respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer added value, with supporting evidence.	9-10
Good	Satisfies the requirements with additional benefits. Above average demonstration by the respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	7-8

RATING	DEFINITION	SCORE
Acceptable	Satisfies the requirements; may have some minor reservations. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	5-6
Minor Reservations	Mainly satisfies the requirements, with minor to moderate reservations. Some issues with the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	3-4
Serious Reservations	Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1-2
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	0

Evaluation process

The evaluation process will follow these steps:

1. The Evaluation Panel Chair assesses all Proposals for compliance against the [Conditions of Proposal](#).
2. Compliant Proposals are sent to the Evaluation Panel for individual assessment against pre-conditions.
3. Those Proposals that pass all pre-conditions are retained by the Evaluation Panel for individual assessment against the weighted evaluation criteria.
4. The Evaluation Panel Chair collates all individual scores and comments in preparation for the Evaluation Panel meeting.
5. The Evaluation Panel meets to discuss their scoring and evidence for their judgments. Individual scores may be moderated during the discussion. Final team scores are agreed upon, which generate an overall weighted score per criterion and per Proposal.
6. Proposals are ranked and the Evaluation Panel considers the overall range and pattern of scores before agreeing on one or more shortlisted Respondents; or determines that clarification is required from one or more Respondents on aspects of their Proposals before the shortlist can be finalised.
7. If supplier clarification is required, the Evaluation Panel meets again to review the information provided. The shortlist is then finalised and shortlisted Respondents notified.
8. The Evaluation Panel Chair prepares letters notifying Respondents who have not been shortlisted that their Proposals are not going to be progressed further on this occasion.
9. Further evaluation is undertaken with shortlisted Respondents, such as interviews or presentations.
10. The Evaluation Panel meets to review the final scores and ranking. If no further clarification is required, a preferred Respondent may then be agreed, subject to due diligence.
11. The Evaluation Panel Chair drafts an evaluation report detailing the process followed, the outcomes and the recommendation/s for awarding the Contract.
12. The evaluation report is approved and all Respondents are notified (successful and unsuccessful).

Next steps

13. The contracting agency's assigned Project Manager/Contract Manager negotiates contract terms with the Successful Respondent.
14. Debriefs are held with unsuccessful Respondents, on request.

Due diligence

We may undertake the following due diligence or additional processes in relation to shortlisted Respondents. The response to this RFP will be treated as approval to make whatever searches and investigations we deem necessary in order to confirm the evaluation team's capability to provide the services.

The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

- a. Other checks against the Respondent e.g. New Zealand Companies Office / Australian Securities & Investments Commission (ASIC); financial viability.
- b. Reference check the Respondent organisation and named personnel.
- c. Interview Respondents in addition to a possible presentation stage.
- d. Undertake a Police (New Zealand and Australian) check for all named personnel.
- e. Additional health and safety checks, as applicable.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none"> is by its nature confidential is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' is provided by the Buyer, a Respondent, or a third party in confidence 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> <ol style="list-style-type: none"> actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
Contract	The 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	The period of time when a Proposal (offer) is held open by the Respondent for

Period	acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as set out in MFAT's Standard Terms and Conditions of contract (Schedule 2) that accompanies this RFP; and further detailed in the section titled Subject to Contract within this RFP.
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.