Community Grants – Youth Mental Wellbeing Initiatives

Call for Grant Applications
Part 1 – Instructions and supporting Information

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IMPORTANT: Deadline for your application is Monday 6 September 2021 at 10:00am
1. This opportunity in a nutshell

The Ministry is looking to provide grant funding to community-based providers of mental wellbeing initiatives. This is to contribute to the alleviation of youth mental distress and ultimately lead to a reduction in suicide risk. The grant will be focused on youth priority populations disproportionately impacted by the August 2021 COVID-19 (Delta) outbreak, including youth living in Auckland/Northland and Pacific youth.

Applicants may apply for grants of either $50,000 or $100,000 (plus GST, if applicable).

Qualifying grant applications need to be in support of a community initiative that is either currently in operation (and that would benefit from a funding boost) or is new and be able to be operational by Monday 20 September 2021 in Auckland/Northland or Monday 27 September 2021 in other parts of New Zealand. This is in support of the Government’s “Delta” COVID-19 response. Other conditions and criteria are outlined later in this document.

The grant must be for an initiative or activity for youth (aged 12-24 years), shown to be, or are, highly likely to credibly contribute to support reduced mental distress, suicidal behaviour and, ultimately, suicide risk.


What's important to us

It is expected the proposed initiatives (for grant consideration) should:

• relate to any type of intervention or initiative-delivery or activity that have been shown to, or are, highly likely to credibly contribute to the alleviation of mental distress and ultimately lead to a reduction in suicide risk. (For example, making initiatives currently delivered in person virtual (e.g. online/zoom, etc); setting up forums and support groups; or outreach, self-help, and practical advice to manage distress);

• assist rangatahi/youth (aged 12 to 24 years) to maintain mental wellbeing and develop skills and knowledge to enhance their mental wellbeing during times of stress and distress;

• target youth, and in particular youth from specific population groups disproportionately affected by suicide including Māori, Pacific, rainbow, and those impacted by COVID and lockdown including via un/under employment, disengagement from school, exposure to violence or abuse, substance abuse, relationship break-down, and those bereaved by suicide or exposed to self-harm or suicide via media/social media;

• community (grassroots) type of initiatives be specific to any community or region within Aotearoa New Zealand;

• where appropriate, provide information to friends and whānau of youth who have concerns with their wellbeing;

• the initiative needs to be able to be stood up by 20 September 2021 in Auckland/Northland or 27 September 2021 in other parts of New Zealand or operating now;

• be safe for use by youth;

• where possible, be designed with input from youth within priority populations and including those with lived experience of distress;

• be submitted from small NGOs, iwi and companies with annual revenues under $2million per annum.
What we don’t want

Please note the following are not eligible for this grant opportunity:

- Initiative providers with annual incomes in excess of $2,000,000 p.a.
- Initiatives operating nationally or as part of a national parent organisation – we are seeking to fund community-based initiatives.
- Secondary initiatives and initiatives aimed at people who are eligible for secondary (specialist) mental health and addiction initiatives.
- Residential and inpatients initiatives (even if delivered in a community setting) and initiatives aimed at anyone currently in a mental health or alcohol and other drug related residential programme/initiative.

Sources of additional information

Additional information that may be of assistance, includes:

2. Overview of the Opportunity

2.1 Background

Since the initial COVID-19 Level 4 lockdown in March 2020 the Ministry has rolled out a number of primary-level mental health and addiction initiatives, that provide a good base of primary (community) mental health initiatives across New Zealand, with a specific focus on key priority groups (Māori, Pacific and Rainbow).

Collectively these programmes are part of the Government’s response to He Ara Oranga (Report of the Government Inquiry into Mental Health and Addiction), and Every Life Matters He Tapu te Oranga o ia Tangata Suicide Prevention Strategy 2019–2029; or Suicide Prevention Action Plan 2019–2024 for Aotearoa New Zealand.

However, research on the impact of last year’s COVID-19 response on youth suggests that the current community outbreak of the COVID-19 Delta variant, and the rapid imposition of Alert Level 4 lockdown in response, is likely to disproportionately adversely affect youth (especially youth in Auckland and Pacific youth). Youth are particularly vulnerable to the impacts of lockdown given their developmental stage, and because they are most vulnerable to less secure employment and housing.

It is also possible that the COVID-19 lockdown, particularly in Auckland and elsewhere, will lead to increased pressure on NGO and Iwi providers, as well as other non-contracted providers of mental wellbeing initiatives in the community.

As part of its desire to proactively increase the support for youth, the Government is seeking to bring forward one of its planned 2021/22 Youth-focused community grants schemes (part of the Suicide Prevention Office’s programme) intended to contribute further Grants funding in support of community-level mental wellbeing initiatives, for youth.

2.2 Core Features

The initiatives being considered for grants need to include the following core features:

a. an explicit focus on improving mental health and wellbeing and alleviating mental distress, and ultimately contributing to a reduction in suicide risk;
b. be suitable for young New Zealanders (12 – 24 years old),
c. be free of charge to young New Zealanders;
d. have no barriers that might impact on or deter people’s access and interest in the initiatives;
e. have convenience of access – people need to be able to choose when, where and how they access the initiatives;
f. the Grant applicant must be an appropriately Registered Company, Charity, Iwi or NGO;
g. protection of privacy and personal information; and appropriate protections for youth (e.g. policies and practices which effectively manage its obligations under the Children’s Act 2014).

This Grant is open to community-based mental health and wellbeing initiative providers with an initiative that’s operational now or ready to be operational by 20 September 2021 in Auckland/Northland and by 27 September 2021 in other areas of New Zealand.
2.3 Priority youth populations

The Ministry is particularly interested in receiving applications that can also demonstrate how the proposed initiatives will engage with and address the needs of groups of youth who experience inequities in mental health and well-being, including but not limited to:

- Pacific Youth;
- Rangatahi Māori;
- Rainbow Youth;
- Youth who are Refugees or Migrants; and
- Other groups within the geographic area known to experience inequities.

2.4 Youth – Age

Youth is defined as a young person aged 12 - 24.

Providers may apply for a grant to deliver an initiative available to all youth within the specified age cohort or to a more targeted aged group (e.g. 18-24 years, or secondary school aged youth).

2.5 Location

You may apply to deliver your initiative in any geographic location of New Zealand.

The Auckland and Northland region will be given priority. Applications for these areas will be processed first.

2.6 Guidance on Sound Governance

Proposed initiatives must have sound governance which includes ensuring staff are appropriately qualified; having appropriate data security/privacy protocols in place; having risk management processes in place and which are adhered to; and having basic data collection to inform efficacy and safety in order to minimise risk to tangata whaia ora (person seeking wellness) and their whānau.

2.7 Funding Contribution

One-off Grants of either $50,000 or $100,000 are available.

The Ministry expects at least two-thirds of the Grants to be awarded in relation to the Auckland/Northland regions due to the current Covid-19 response. Once applications for the Auckland/Northland regions have been assessed, applications for the remaining regions will be assessed.

Applicants are requested in the Grants Application to indicate the amount of Grant sought and provide an indication of what the funding will be applied to.

Funding may be used for provision of flexible programmes or support for youth and their whānau to access the proposed initiative.
2.8 Te Tiriti o Waitangi
Applicants need to be mindful of the need to embrace a Tiriti o Waitangi -centred approach to all processes of engagement with priority audiences, including creating spaces for authentic and meaningful partnership, participation and protection.

2.9 Reporting
Successful Applicants will need to report on how the funds were used and the outcomes achieved at the conclusion of the funding. A brief progress report will also be due in December 2021/January 2022. Further details of this will be provided to successful Grant recipients.

2.10 Operational on 20 September 2021 (Auckland/Northland) and 27 September 2021 (other parts of New Zealand)
The selected initiatives must be live on/from 20 September 2021 in relation to Auckland/Northland and 27 September in other parts of New Zealand.
3. Instructions for preparing and submitting your Grants Application

3.1 Format overview

This Grants Application Process contains several key documents. The following table provides an overview of these key documents.

<table>
<thead>
<tr>
<th>ROI Part</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1: Call for Grant Applications – Instructions and supporting Information</td>
<td>Part 1 (this document) sets out our Requirements, instructions and the procurement process, terms and conditions.</td>
</tr>
<tr>
<td>Part 2: Application Form</td>
<td>Part 2 Application Form</td>
</tr>
</tbody>
</table>

3.2 Timeline for the Submission of the Grant Application

The following information sets out our process and indicative timeline for this Grants process.

<table>
<thead>
<tr>
<th>Event</th>
<th>Indicative Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release Date via MOH website</td>
<td>Monday 30 August 2021</td>
</tr>
<tr>
<td>Deadline for Applications</td>
<td>Monday 6th September 2021 by 10am</td>
</tr>
<tr>
<td>Notification of Decision for Auckland/Northland</td>
<td>Week of 13 September 2021</td>
</tr>
<tr>
<td>Funding start for Auckland/Northland</td>
<td>From Monday 20 September 2021</td>
</tr>
<tr>
<td>Notification of Decision for all other areas</td>
<td>Week of 20 September 2021</td>
</tr>
<tr>
<td>Funding start for all other areas</td>
<td>From Monday 27 September 2021</td>
</tr>
</tbody>
</table>

All dates and times are dates and times in Aotearoa / New Zealand.
3.3 Submission of your Application

Applications must be received, no later than 10am on Monday 6 September 2021 by emailing the submission to MHAGrants@health.govt.nz

Applications must be on the Application Form provided.

3.4 Point of Contact

The Point of Contact for this procurement is by email to: MHAGrants@health.govt.nz

Please do not email or contact other Ministry officials about this opportunity.

3.5 Informing you of any changes

If we need to change anything about this process or want to provide Applicants with additional information, we will post an update on the Ministry website. (www.health.govt.nz/our-work/mental-health-and-addiction)
4. How this Application will be evaluated

4.1 Compliance check

We will check that your Application is complete and is received on time. Late or incomplete Applications may be excluded.

4.2 Pre-conditions

We will also check that your Application meets the following pre-conditions. If you do not meet these pre-conditions, your Grant Application will not be evaluated.

1. Your Youth Initiative must be operational by 20 September 2021 for Auckland/Northland and 27 September 2021 in other parts of New Zealand.
2. Your Initiative must specifically focus on delivering improved mental wellbeing to Rangatahi / Youth (aged 12 - 24 years).
3. Organisations with revenues of less than $2 million per annum.
4. Your Organisation must be legally contractable (for example, is a registered charity or registered company with a bank account).

4.3 Evaluation of this Application

Applications received will be grouped according to their proposed delivery area as indicated in the Application Form document. Applications for the Greater Auckland (Auckland, Counties Manukau, Waitematā) and Northland areas will be evaluated before those Applications for other areas are evaluated.

An Application Evaluation team will be formed. Evaluators will undertake an individual review and assessment of each Application against the evaluation criteria in the table below.
4.4 Criteria and Weighting

The criteria and weightings are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisational overview</td>
<td>10%</td>
</tr>
<tr>
<td>Outline of the initiative (use of the funding)</td>
<td>20%</td>
</tr>
<tr>
<td>Contribution to alleviating mental distress and reducing suicide risk</td>
<td>20%</td>
</tr>
<tr>
<td>Meeting needs of initiative users</td>
<td>20%</td>
</tr>
<tr>
<td>Focus on priority population groups</td>
<td>20%</td>
</tr>
<tr>
<td>Sound governance</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100 %</strong></td>
</tr>
</tbody>
</table>

4.5 Scoring scale

Evaluation against the evaluation criteria will be supported by the following scoring scale. The scoring scale gives a sense of the features commonly considered when assessing Applications. This does not limit the range of relevant considerations that we may take into account in evaluating your Application against our evaluation criteria.

<table>
<thead>
<tr>
<th>Score</th>
<th>Indicative features</th>
<th>Confidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Excellent: Significant strengths and comprehensive evidence that the Applicant can meet the Requirements. Exhibits outstanding capability, knowledge, creativity, innovation or other factors which establish excellent performance. No material weaknesses.</td>
<td>Very high</td>
</tr>
<tr>
<td>4</td>
<td>Strong: Provides significant evidence that the Applicant can meet the Requirements. Shows significant strengths relevant to the evaluation criteria.</td>
<td>High</td>
</tr>
<tr>
<td>3</td>
<td>Some strengths: The Application provides sufficient evidence to clearly substantiate that the Applicant can meet the Requirements and demonstrates some strengths in relation to the evaluation criteria.</td>
<td>Confident</td>
</tr>
<tr>
<td>2</td>
<td>Acceptable: The Application provides evidence that the Applicant can meet the Requirements. There are some reservations or matters that are not clearly substantiated.</td>
<td>Mostly confident</td>
</tr>
<tr>
<td>1</td>
<td>Reservations: The Application demonstrates that the Applicant can partially meet the Requirements but does not provide sufficient evidence to overcome reservations.</td>
<td>Low</td>
</tr>
<tr>
<td>0</td>
<td>Unacceptable: The Application meets very few to none of the Requirements. There is insufficient evidence to overcome major reservations.</td>
<td>Very low/no confidence</td>
</tr>
</tbody>
</table>

Note: In some cases, to appropriately differentiate applications, half scores may be used.

4.6 Panel consensus

Following individual evaluation, evaluation panel(s) will meet, discuss their individual assessment against the evaluation criteria, and seek to reach a shared panel understanding of the strengths and weaknesses of each Application. This is supported by a consensus score against each of the evaluation criteria. From this a recommendation will be made of with applications will received funding.

We reserve the right not to shortlist any Applicants where the content of the applications are assessed as not sufficiently meeting our requirements.
4.7 Grant finalisation
Successful applicants will be forwarded a Grant Letter of Agreement, in lieu of a contract. A full list of successful applicants will be published on the Ministry website, at the conclusion of this process.
5. Terms and Conditions

Note: The below Terms and Conditions apply to this Grant Application process. Where reference is made in these Terms and Conditions to Registration of Interest or ROI, this should be read as Grant Application process. Where reference is made to Response, this should be read as Application.

SECTION 1: ROI PROCESS, TERMS AND CONDITIONS

This section contains instructions for suppliers interested in submitting a response to a Registration of Interest (ROI). It also sets out the Standard Conditions that apply to the ROI process. The section forms part of the ROI.

Preparing a Response

1. Suppliers must provide in their Response all information requested by the Buyer in the ROI. The information must be supplied in the format specified by the Buyer.
2. Failure to provide all information requested or in the correct format may result in the Response being rejected as non-conforming.

Language and price

3. Responses must be in English. Prices (if requested) are to be quoted in New Zealand dollars exclusive of goods and services tax (GST) unless otherwise stated.

Clarification Period

4. Each Supplier must satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI documents. Suppliers should seek clarification before the end of the Clarification Period.
5. All requests for clarification must be made by email to the Contact Person. Please allow a reasonable period of time for the Buyer to respond to a request. Requests will be dealt with by the Buyer during Business Hours.
6. The Buyer will not answer questions submitted after the Clarification Period ends, although it reserves the right to do so.
7. If the Buyer considers a request to be of sufficient importance to all Suppliers it may provide details of the question and answer to other Suppliers. This information may be posted on the Ministry’s website. In deciding whether or not to publish the question and answer, the Buyer will take into account the risk of disclosing information which may be commercially sensitive to the Supplier making the request.
8. If a Supplier identifies an inaccuracy or inconsistency in the ROI please notify the Buyer as soon as possible.

Submitting a Response

9. Responses must be received by the Buyer before the Closing Date.
10. The Buyer accepts no responsibility for a Response submitted incorrectly, for whatever reason, is not received by the Buyer.
11. The Buyer will acknowledge receipt of each Response by email.

12. By submitting a Response each Supplier warrants that all information provided is complete and accurate in all material respects. Each Supplier also warrants that the provision of that information, or its use by the Buyer for the purposes of the ROI process, will not breach any third party Intellectual Property rights.

Late Responses

13. The Buyer reserves the right to accept late Responses only in exceptional circumstances where it considers that there is no material prejudice to other Suppliers. The Buyer will not accept a late Response if it considers that:
   a) there is any risk of collusion on the part of a Supplier or Suppliers
   b) the Supplier may have knowledge of the content of any other Response
   c) it would be unfair to any other Supplier to accept the late Response.

Evaluation of Proposals

Evaluation

14. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. The Buyer may, at its sole discretion, invite independent advisors to evaluate any Response, or any aspect of any Response. Suppliers must not communicate with any member of the evaluation panel.

15. The Buyer will evaluate each Response in accordance with the Evaluation Methodology set out in the ROI.

Clarification

16. The Buyer may request clarification and additional information from any Supplier about any aspect of a Response. The Buyer is not required to request the same clarification or information from each Supplier.

17. The Supplier must provide the clarification or additional information in writing and within the time notified by the Buyer. The evaluation team may take such clarification or additional information into account in evaluating the Response.

18. If a Supplier fails to respond adequately or within the time stipulated by the Buyer to any request for clarification or additional information, the Buyer may cease evaluating the Supplier’s Response.

Collection of further information

19. Each Supplier authorises the Buyer to collect further information (except commercially sensitive pricing information) from any relevant third parties (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Supplier’s Response.

20. Each Supplier must ensure that all referees provided in support of its Response agree to provide a reference and are appropriately briefed on the Response.

21. To facilitate discussions between the Buyer and third parties each Supplier waives any confidentiality obligations that would otherwise apply to information held by any third party, with the exception of commercially sensitive pricing information.
22. The Buyer reserves the ability to adjust its evaluation and scoring of a Supplier’s Response following the collection of further information.

Shortlisted Suppliers
23. Following the evaluation process the evaluation team aims to shortlist those Suppliers who are qualified to deliver on Requirements and rank them in order of their evaluated scores. At this stage in the process the Buyer does not intend to publicise the names of the Shortlisted Suppliers.

24. The Buyer will notify the Shortlisted Suppliers. Such notification does not constitute acceptance by the Buyer of the Response, or imply or create any obligation on the Buyer to enter into negotiations with, or award a contract to, any of the Shortlisted Suppliers.

25. The Shortlisted Suppliers may be invited to respond to the second stage of the procurement process through a Request for Proposal and submission of further written information or other process as defined by the Buyer.

26. Where there is only one shortlisted supplier the Buyer reserves the right to enter into contract negotiation with that supplier rather than conducting a Request for Proposal process.

Supplier debrief
27. Following the awarding of the Contract, the Buyer will offer a debrief to all unsuccessful Suppliers. The debrief may be provided by letter, email, phone or face to face meeting. The debrief will aim to:
   a) provide the reasons why a Response was not successful
   b) explain how the Response performed against the evaluation criteria
   c) indicate the relative advantages/strengths of the successful Response
   d) answer any concerns or questions from the Supplier
   e) seek feedback from the Supplier on the ROI and the RFP process (if relevant).

Terms and Conditions
Buyer’s terms
28. The ROI comprises Part 1, this set of Standard Conditions, Part 2 – the Supplier Response and any other Schedules attached by the Buyer. The ROI sets out the Buyer’s terms upon which Suppliers may submit Responses. These terms are non-negotiable.

29. Each Supplier should carefully read the ROI to ensure that its Response complies with the Buyer’s terms. By submitting a Response the Supplier accepts that it is bound, without reservation or variation, by the terms set out in the ROI.

30. The Buyer is not required to accept any Response for evaluation that does not comply with these terms.

Suppliers’ obligations
31. Each Supplier will be considered to have:
   a) examined the ROI and any documents referenced in the ROI and any other information provided by the Buyer
b) considered all the risks, contingencies and other circumstances relating to the delivery of the goods or services and included adequate provision in its Response to manage such risks and contingencies

c) documented in its Response any assumptions made in the preparation of the Response

d) satisfied itself as to the correctness and sufficiency of its Response.

Reliance on the Response

32. Each Supplier must ensure that all information provided to the Buyer is complete and accurate. The Buyer may rely upon all information provided by a Supplier in its Response and in any correspondence or subsequent negotiations with the Buyer, or the Buyer’s representatives.

Indicative Timeline

33. The Indicative Timeline for the ROI process is stated in Part 1. Please note that these dates and times may be changed at the sole discretion of the Buyer. The Buyer will notify Suppliers of any material changes to these dates or times. This may be by notice posted on the Ministry’s website.

Buyer’s Contact Person

34. All enquiries regarding the ROI must be directed to the Buyer’s Contact Person, whose details are provided in Part 1. The Buyer requests that email be used for all communications in relation to the ROI.

35. Only the Contact Person, and any person authorised by the Contact Person, are authorised to communicate with Suppliers regarding any aspect of the ROI.

36. The Buyer will not be bound by any written or oral statement made by any person, other than the Contact Person.

37. The Buyer may change the Contact Person at any time. The Buyer will notify Suppliers of any such change. This notification may be posted on the Ministry’s website.

38. Where a Supplier has an existing contract with the Buyer then business as usual communication, for the purpose of that contract, will continue using the usual contacts. Suppliers must not use business as usual contacts to lobby the buyer, solicit information or discuss aspects of the ROI.

Conflict of Interest

39. Each Supplier must include a Conflict of Interest Declaration with its Response. Each Supplier must immediately inform the Buyer should a Conflict of Interest arise during the ROI process.

Ethics

40. Suppliers must direct all enquiries to the Buyer’s Contact Person. Suppliers must not directly or indirectly approach, contact, lobby or solicit information concerning any aspect of the ROI from any other representative of the Buyer.

41. Suppliers must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
42. A representative of the Buyer includes any employee, consultant, contractor or advisor engaged by the Buyer.

43. Any Supplier, who attempts to do anything prohibited by the above clauses 40 and 41 may be disqualified from the ROI.

**Anti-collusion / bid rigging**

44. In submitting its Response each Supplier warrants that its Response has not been prepared with consultation, communication, arrangement or understanding with any Competitor (unless for joint venture, consortium or sub-contracting purposes).

45. There is no expectation or obligation for Suppliers to submit Responses to the ROI solely to remain on any prequalified or preferred supplier list. Any Supplier on such a list will not be penalised for failure to submit a Response.

46. Suppliers must indicate if they intend any person or organisation (who is not an employee, a party to a disclosed joint Response or a disclosed sub-contractor) to deliver any part of the deliverables.

47. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Suppliers to the appropriate authority and to provide that authority with any relevant information including a Supplier’s Response.

**Confidentiality**

48. Subject to the clause 50 the Buyer, and each Supplier, will keep confidential all Confidential Information provided by the other. No Confidential Information will be provided to a third party without the other’s prior written consent.

49. Where a Supplier’s Response contains information, such as Intellectual Property, that it considers should be held confidential, the Supplier must clearly identify the information and mark it confidential and commercially sensitive. The Supplier may be asked by the Buyer to indicate the reason why such information should be held as confidential.

50. Suppliers acknowledge that the Buyer’s obligations under the above clause are subject to the requirements imposed by the Official Information Act 1982, the Privacy Act 1993, parliamentary convention and any other obligations imposed by the law. The Buyer’s obligation to keep the Supplier’s information confidential will not be breached if the information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

**Response costs**

51. Each Supplier must meet all of its own costs associated with the preparation and presentation of its Response.

**Ownership of documents**

52. All documents forming the Response will, when delivered to the Buyer, become the property of the Buyer. Responses will not be returned to Suppliers at the end of the process.

53. Ownership of Intellectual Property rights does not pass on a Response being delivered to the Buyer. However, the Supplier grants to the Buyer a license to retain, use, disclose and copy information contained in the Response for any purpose related to the ROI process or under clause 52.
No binding legal relations
54. Responses are submitted on the basis that no contract or binding legal relations with the Buyer are created unless, and until, a written contract between the Buyer and the Successful Supplier is signed by both parties.

Form of contract
55. Each Supplier agrees that any legally binding contract entered into between the successful Supplier and the Buyer will be essentially in the form set out in Proposed Conditions of Contract in any subsequent RFP.

Status of ROI
56. The Buyer aims to demonstrate fair dealing and due process, and to act lawfully, fairly and reasonably in its interactions with Suppliers.
57. Neither the ROI nor the ROI process shall create any legal relationship between the Buyer and a Supplier. This ROI process does not give rise to a process contract.

Buyer’s rights
58. In addition to any other term described in the ROI the Buyer may at any time:
   a) amend, suspend, re-issue or cancel the ROI, or any part of the ROI on notice to the Suppliers
   b) change any date in the Indicative Timeline contained in Part 1 on the proviso that any material change is notified to Suppliers
   c) delete, change or add to the Requirements contained in Part 1 on the proviso that any material change is notified to Suppliers
   d) reject or accept any non-compliant Response on notice to the Supplier
   e) reject or accept any alternative Response on notice to the Suppliers
   f) waive any irregularities or information in the ROI process
   g) amend the processes outlined in the ROI for subsequent steps in the procurement process, including not issuing an RFP
   h) not enter into a contract with any Supplier
   i) exclude any Supplier from the ROI process where the Supplier has breached a term or condition of the ROI on notice to the Supplier
   j) liaise or negotiate with any Supplier without disclosing this to, or doing the same with, any other Supplier
   k) provide or withhold from any Supplier information in relation to any question arising in relation to the ROI. Information will only be withheld if it is deemed unnecessary, is commercially sensitive to a Supplier, or is inappropriate to supply at the time of the request
   l) deal separately with any divisible element/s of the Requirements or any Response, unless the Response specifically states that those elements must be taken collectively
   m) split the provision of the Requirements and enter into separate contracts with separate suppliers.
Public statements
59. Suppliers must not issue any public statement in relation to the ROI, or any subsequent contract awarded, without the prior written approval of the Buyer.

New Zealand law
60. The laws of New Zealand shall govern the ROI and each Supplier agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the ROI or the ROI process.

Disclaimer
61. While all reasonable care has been taken in compiling the ROI, the information and details are presented in good faith. No warranty (expressed or implied) is given by the Buyer as to the completeness or accuracy of the documents or information.

62. The Buyer and its agents or advisors 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 Supplier or any other person in respect of the ROI process.

SECTION 2: DEFINITIONS

The following words and expressions (where they appear in this document and any Schedule) have the meanings described below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Day</td>
<td>A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday and public holidays.</td>
</tr>
<tr>
<td>Business Hours</td>
<td>Business hours means the period from 8.30am to 5.00pm on any Business Day.</td>
</tr>
<tr>
<td>Buyer</td>
<td>The Buyer is the organisation that has issued the ROI with the intent to purchase the goods or services described in the Requirements.</td>
</tr>
<tr>
<td>Clarification Period</td>
<td>The period within which a Supplier can ask for clarification or additional information from the Buyer in relation to the ROI.</td>
</tr>
<tr>
<td>Closing Date</td>
<td>The deadline for Responses to be received by the Buyer.</td>
</tr>
<tr>
<td>Competitors</td>
<td>Any other business that is in competition with a Supplier either in relation to the goods or services sought under the ROI or in general.</td>
</tr>
</tbody>
</table>
| **Confidential Information** | Information that:  
  a) is by its nature confidential  
  b) is marked by either the Buyer or a Supplier as ‘Confidential’, ‘Commercially Sensitive’  
  c) is provided by the Buyer, a Supplier, or a third party ‘In Confidence’  
  d) the Buyer or a Supplier knows, or ought to know, is confidential  
  e) is of a sensitive nature, or commercially sensitive to the Buyer, a Supplier or a third party. |
| **Conflict of Interest** | A Conflict of Interest arises if a Supplier’s personal or business interests or obligations do, or could be perceived to, conflict with its obligations to the buyer under the ROI or in the anticipated provision of the goods or services. It means that the Supplier’s independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:  
  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. |
<p>| <strong>Contact Person</strong> | Both the Buyer and Suppliers are required to appoint a Contact Person. This is the person who is the single point of contact for all communications during the ROI process and negotiations. The Buyer’s Contact Person is identified in this ROI. The Supplier’s Contact Person is identified in its Response. |
| <strong>Contract</strong> | The legally enforceable written contract for the supply of the goods or services between the successful supplier and the buyer using the Proposed Conditions of Contract as agreed between the parties and arising as a result of a subsequent RFP process. |
| <strong>Evaluation Methodology</strong> | The methodology set out in this ROI and used by the Buyer to evaluate ROI Responses. |
| <strong>GST</strong> | The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985. |
| <strong>Indicative obligations</strong> | The suggested dates and times for the ROI process as described in this ROI. These may be subject to change at the Buyer’s sole discretion. |
| <strong>Intellectual Property</strong> | All Intellectual Property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law. |
| <strong>Proposal or Application</strong> | The response a Supplier submits in reply to an RFP. It comprises the Supplier’s tender bid and should include all information specified by the Buyer in the RFP. |</p>
<table>
<thead>
<tr>
<th><strong>Proposed Conditions of Contract</strong></th>
<th>The contract terms and conditions proposed by the Buyer if stated in this ROI.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registration of Interest (ROI) or Grants Application</strong></td>
<td>The ROI comprises Part 1, Part 2 - the Supplier Response template and any other Schedule attached by the Buyer. The ROI is the first part of an open competitive process resulting in a qualified shortlist of suppliers who will likely be invited to respond to a closed RFP.</td>
</tr>
<tr>
<td><strong>Representative of the buyer</strong></td>
<td>A person who represents the buyer. This can be a member of staff, contractor, consultant, agent or secondee. Suppliers must not directly or indirectly approach, lobby or solicit information from a representative of the buyer, other than the buyers’ Contact Person named in the Response.</td>
</tr>
<tr>
<td><strong>Requirements</strong></td>
<td>The goods and/or services described in the ROI.</td>
</tr>
<tr>
<td><strong>Response</strong></td>
<td>The response a Supplier submits in reply to an ROI. It should include all information specified by the Buyer in the ROI.</td>
</tr>
<tr>
<td><strong>Schedule</strong></td>
<td>Any attachment to the ROI with the title ‘Schedule’.</td>
</tr>
<tr>
<td><strong>Standard Conditions</strong></td>
<td>The instructions to Suppliers, containing an outline of the process and the terms and conditions which apply to the process.</td>
</tr>
<tr>
<td><strong>Shortlisted Suppliers</strong></td>
<td>The suppliers shortlisted as a result of evaluating their responses to the ROI.</td>
</tr>
<tr>
<td><strong>Successful Supplier</strong></td>
<td>Following the evaluation of any subsequent RFP Proposals and successful negotiations the Supplier/s awarded the contract to deliver the Requirements.</td>
</tr>
<tr>
<td><strong>Supplier</strong></td>
<td>A person, organisation, business or other entity that responds to the ROI. It includes subcontractors, successors and permitted assignees.</td>
</tr>
<tr>
<td><strong>$</strong></td>
<td>Unless otherwise stated all currency is in New Zealand dollars.</td>
</tr>
</tbody>
</table>