Waitematā District Health Board
Auckland District Health Board, and
Counties Manukau Health

Call for Registrations of Interest

First Trimester Abortion Services – Early Medical Abortion and/or Surgical Abortion Services

ROI released: 22/10/20

Deadline for Questions: 16:30 07/11/20

Deadline for Registrations: 16:30 14/11/20

Planning, Funding and Outcomes Unit
15 Shea Terrace
Takapuna

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This opportunity in a nutshell

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What we need

We want to increase equity and access to high quality first trimester abortion services for women living in Waitematā DHB, Auckland DHB and Counties Manukau. We are looking for appropriately skilled and qualified health providers to register their interest in providing early medical abortions (up to 9 weeks gestation) and/or first trimester surgical abortion services (up to 13 – 14 weeks gestation). Providers of abortion services will comply with the 2020 abortion legislation. The services will be provided free to women eligible for publicly funded health services who live in the catchment area of the three DHBs (Waitematā, Auckland, Counties Manukau). Providers of abortion services will be women-centred and have appropriate facilities from which to provide this clinical service. Ideally, you will be able to integrate first trimester abortion services with other women's health services.

What we don't want

We do not want providers who are not woman-centred and clinically safe.

What's important to us

We need providers who can engage in a culturally competent manner with Maori women and with women of Pacific ethnicity especially. You will also be able to engage effectively with young women - that is, provide youth appropriate and culturally appropriate care.

You will be preferred if you can provide:

- a non-judgemental service integrated with other women's health services to reduce the stigma associated with accessing an abortion
- a one day service inclusive of scanning, tests and the provision of long acting post abortion contraception services
- services within an economically deprived community and/or linked to one, such as through transport hubs, to reduce the out of pocket costs for women attending clinical services
- appropriate counselling support services.

Rural and remote providers are also of interest, or providers who can improve access to these communities virtually. The DHBs want to deliver a greater proportion of early medical abortions so the pathways to services must ensure women are supported to access early medical abortion, and reduce access delays.

Why should you bid?

This is an opportunity to improve access to high quality first trimester abortion services for women who currently face access barriers. This service will improve women's choices in terms of where she can access a first trimester abortion, and ensure that women's choice regarding access to medical and surgical options is respected. You should bid if you have an interest in providing excellent health services for women and young people.

A bit about us

The three metropolitan Auckland DHBs, Waitematā, Auckland and Counties Manukau together service a population in excess of 1.5 million people. DHBs have a legislative mandate to protect and promote the health of our population. Currently, publicly funded first trimester abortion services for metro Auckland are provided from one site at Greenlane Clinical Centre. The DHBs want to be able to provide services within each DHB's catchment area. Nearly 4,000 abortions are required each year, with approximately 30 percent each for Waitematā and Auckland, and 40 percent Counties Manukau. Currently, around half are

surgical and the other half medical. It is anticipated that Auckland DHB will continue to provide first trimester surgical abortion services (FTAS) and a limited number of medical FTAS for women domiciled in ADHB only. However, we still want to know if you have an interest in providing either surgical or medical FTAS to women resident in, and within the locality of ADHB.

SECTION 1: Key information

1.1 Context

a. This is an invitation to suitably qualified health providers to submit a Registration of Interest to provide either early medical abortion services and/or first trimester surgical abortion services, inclusive of pathways to or direct provision of all associated services (scans, STI and blood tests, counselling and long acting post abortion contraception).

b. This ROI is the first step in a possibly two-step procurement process. Following evaluation shortlisted Respondent/s may be asked to respond to a closed tender.

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 Registration in response to the ROI. 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 Registration*.' Definitions are at the end of Section 4.

1.2 Our timeline

a. Here is our timeline for this ROI.

Step in ROI process:	**Date:**
Deadline for Questions from providers:	07 11 20
Deadline for the Buyer to answer supplier's questions:	10 11 20
Deadline for Registrations:	16:30 14 11 20
Respondents notified of shortlisting:	26 11 20
Respondents presentations (if required)	30 11 20
Closed tender (if required):	18 01 21 - 12 02 21

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

1.3 How to contact us

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

b. **Our Point of Contact**

Name: Abortion Services

Email address: abortion@adhb.govt.nz

1.4 Developing and submitting your Registration

a. This is an open tender process. The ROI sets out the step-by-step process and conditions that apply.

b. Take time to read and understand the ROI. In particular:

i. develop a strong understanding of our Requirements detailed in Section 2.

ii. in structuring your Registration consider how it will be evaluated. Section 3 describes our Evaluation Approach.

c. For resources on tendering 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 Registration you must use the Response Form provided https://www.gets.govt.nz/attachmentFileDownloadServlet.htm?id=23499505&fileID=23499973. This is a Microsoft Word document that you can download.

f. You must also complete and sign the declaration at the end of the Response Form.

g. You may email, hand deliver/courier or post your Registration form. There is a limit of 9 pages, using 11 font. Check you have provided all information requested, and in the format and order asked for.

h. Having done the work don't be late – please ensure you get your Registration to us before the Deadline for Registration!

1.5 Address for submitting your Registration

a. Registrations must be submitted through the Government Electronic Tender Service (GETS) or in hard copy. If in hard copy we require three copies. Please send or deliver them to the following address:

For Registrations sent by email:

Email a PDF and word version of your application to abortion@adhb.govt.nz

For Registrations sent by post:

Tender Box

Abortion Services

Planning, Funding and Outcomes Unit

Level 1, 15 Shea Terrace

Takapuna 0740

For Registrations delivered by hand or courier:

Tender Box

Abortion Services

Waitematā DHB

Level 1, 15 Shea Terrace

Takapuna 0740

b. Please print Registrations double-sided and minimise the use of non-recyclable materials.

c. Registrations sent by fax will not be accepted.

1.6 Our ROI Process, Terms and Conditions

a. The ROIs is subject to the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) described in Section 4. We have not made any variation to the ROI-Terms.

1.7 Later changes to the ROI or ROI process

a. If, after publishing the ROIs, we need to change anything about the ROIs, or ROI process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz

b. If you downloaded the ROI from GETS you will automatically be sent notifications of any changes through GETS. If you didn't download direct from GETS, please register for updates on abortion@adhb.govt.nz

SECTION 2: Our Requirements

2.1 Background

This procurement relates to improving access to quality first trimester abortion services for women domiciled in Waitematā, Auckland and Counties Manukau DHB. Each DHB requires local services including a surgical service. You may respond if you are offering to provide early medical abortion services, first trimester surgical abortion services or both. You may offer to provide service in one, two or all three DHB catchments. This procurement follows on from changes to abortion laws which made abortion a health issue, and sought to improve access for women by extending the range of providers, and settings for abortions. You should be familiar with the legal requirements and other information set out by the Ministry of Health as the kaitiaki of abortion services in New Zealand. Refer https://www.health.govt.nz/our-work/regulation-health-and-disability-system/abortion-legislation-information-health-practitioners

Note, ADHB intends to continue to provide surgical abortion services for women in ADHB, and may provide a limited number of medical abortions. Currently, about half FTAS are medical, and half surgical. Over time, we want more medical abortions than surgical to be provided.

2.2 What we are buying and why

We are purchasing clinical services from appropriately qualified and experienced health practitioners to provide either or both early medical abortion services or first trimester surgical abortion services. We need practitioners who are well connected with high needs communities, can engage young people and are culturally competent. You will have appropriate clinical facilities.

All women who access the service will be provided with full information regarding her abortion choices, and the risks and benefits associated with them, as well as access to counselling services, associated medical services (or navigation of these) including STI screening, blood tests and scans, and provision of long acting reversible contraception. Ideally, you will be able to provide same-day services.

2.3 Fees and Payments:

You will provide an all inclusive price (listing included items eg. counselling, scans) for each service you propose providing:

1. Early medical abortion (up to 9 weeks gestation)
2. First trimester surgical abortion up to 9 weeks gestation
3. First trimester surgical abortion 9 - <13 weeks gestation
4. First trimester surgical abortion 13 weeks - <14 weeks gestation

Payments for early medical abortions will be made through Primary Options for Acute Care (POAC).

Payments for surgical abortion will be paid on invoice to the contracting DHB.

Pricing should be GST exclusive.

2.4 Contract term

We anticipate that the Contract will commence 1 July 2021. The anticipated Contract term is for an initial period of three years.

2.5 Key outcomes

The following are the key outcomes that are to be delivered.

Description	Indicative date for delivery
Information for women about abortion services provided by your service and relevant health navigation information	From 1 June 2021
Safe medical abortion services up to 9 weeks gestation for women in Waitematā and/or Auckland and/or Counties Manukau, **AND/OR**	From 1 July 2021
Safe surgical abortion services up to 9 weeks gestation for women in Waitematā and/or Auckland and/or Counties Manukau, **AND/OR**	From 1 July 2021
Safe surgical abortion services 9 - <13 weeks gestation for women in Waitematā and/or Auckland and/or Counties Manukau, **AND/OR**	From 1 July 2021
Safe surgical abortion services 13 - <14 weeks gestation for women in Waitematā and/or Auckland and/or Counties Manukau.	From 1 July 2021

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used to shortlist Respondents is weighted score (criteria are of different importance).

3.2 Pre-conditions

Each Registration must meet all of these pre-conditions. Registrations which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet ***all*** pre-conditions should conclude that they will not benefit from submitting a Registration.

#	Pre-conditions
1.	You must be an appropriately qualified and registered health professional.
2	You must have appropriate facilities to provide the service – that is clinically acceptable, safe and private.
3	You must comply with all relevant legislation, including the new 2020 abortion legislation and the Health Information Privacy code. You must have appropriate systems and procedures to protect patient information and have effective data management protocols.
4	You must be trained and experienced in providing the type of first trimester abortion services you are expressing an interest in providing. Note: should you still have to complete training, you may still register an interest but you must describe your plan for obtaining training including timeline till competent. The timeline may be beyond 1 July 2021, and you must describe the anticipated timeline and steps required for you to be fully trained and

	experienced.

3.3 Evaluation criteria

Registrations [which meet all pre-conditions] will be evaluated on their merits according to the following evaluation criteria.

Criterion	Weighting
1. Model of Care/Experience delivering women-centred abortion services	**40%**
Clinical Leadership The service has a named and appropriately qualified clinical lead. Name the identified clinical leader/s including their qualifications, length of time in practice and proposed FTE for this position. If an appropriate appointee is not currently in post, describe the person you will seek to engage and describe your recruitment/secondment and/or appointment process including any transition issues associated with this approach. **Model of Care** Describes which service/s are being proposed: a. Medical abortion under 9 weeks gestation b. Surgical abortion under 9 weeks gestation c. Surgical abortion 9 weeks to under 13 weeks gestation d. Surgical abortion 13 to under 14 weeks gestation. Describes the localities the services will be provided in, and information regarding facilities (including images of facilities). Note, proposals may be for all of a.- c. or a. – d. above from one facility. Alternatively, proposals may be only to provide a. above. The service: • Provides 'close to home' district wide coverage with appropriate coverage for high needs areas. Describes volumes (where appropriate) along with associated FTE provider could deliver (consider describing both a minimum and maximum should you be one of a number of successful providers). • Demonstrates clinical safety. • Demonstrates mechanisms to increase the proportion of early medical abortions. • Demonstrates capability to respond to women's choice regarding mode of abortion (surgical up to 13 – 14 weeks gestation and medical up to 9 weeks gestation) • Demonstrates a significant track record of delivering a similar service to a required quality standard and specification. • Demonstrates empathy with providing women-centred healthcare and understanding of youth appropriateness. • Describes adequate access to resources, facilities and appropriate range of skills and training to effectively provide the service. • Describes a one-day, whole of service inclusive of counselling, blood	

testing, scanning, STI screening and any other essential elements of a complete service. • Demonstrates a stable workforce with sufficient capacity and capability to deliver the service to the required standard. • Describes effective access to counselling. • Outlines effective means of reducing repeat abortions, particularly through provision of LARCs of the woman's choosing.	
2. Equity and Cultural Competency	**20%**
• Demonstrates ability to create access, engage with and deliver culturally responsive/equitable services that improve the health outcomes for Maori, Pacific and high deprivation communities. • Demonstrates ability to work collaboratively with Maori leaders, community and providers to improve health outcomes for Maori youth • Demonstrates ability to work collaboratively with other community organisations providing Primary Care and/or women's health services.	
3. Sustainability, Implementation and Risk Management including Health and Safety	**10%**
• Demonstrates ability to identify appropriate risks relating to this service and appropriate mitigating strategies. • Provides a thorough and well considered implementation plan. • Demonstrates commitment of a continual audit and risk assessment process. • Demonstrates a critical mass of services/contracts to reassure the Funder that they are a sustainable organisation. • Manages services/organisation in line with Health and Safety legislation. • Compliant with Funder expectations including reporting.	
4. Price/Affordability/Value for Money	**30%**
• Provides a total price and breakdown of costs to deliver the required service (for each service – medical, and surgical at different gestations) • Shows pricing for both minimum and maximum service volumes. • Demonstrates value for money • Demonstrates awareness of financial sustainability and shows appropriate planning to manage growing service demand.	
Total weightings	**100%**

3.4 Scoring

The following scoring scale will be used in evaluating Registrations. 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 Registration 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 Registration 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 supporting evidence.	**5-6**
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**3-4**
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 little or no 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 little or no supporting evidence.	**0**

SECTION 4: ROI 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 ROI Process, Terms and Conditions (shortened to ROI-Terms) which apply to this procurement. Any variation to the ROI-Terms will be recorded in Section 1, paragraph 1.6. Check to see if any changes have been made for this ROI.
- 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 Registration in response to the ROI. 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 Registration*.' Definitions are at the end of this section.
- If you have any questions about the ROI-Terms please get in touch with our Point of Contact.

Standard ROI process

Preparing and submitting a Registration

4.1 Preparing a Registration

a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the ROI.

b. By submitting a Registration the Respondent accepts that it is bound by the ROI Process, Terms and Conditions (ROI-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).

c. Each Respondent will:

   i. examine the ROI and any documents referenced in the ROI and any other information provided by the Buyer

   ii. if appropriate, obtain independent advice before submitting a Registration

   iii. satisfy itself as to the correctness and sufficiency of its Registration.

d. There is no expectation or obligation for Respondents to submit Registrations in response to the ROI 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 Registration.

4.2 Respondents' Deadline for Questions

a. Each Respondent should satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI 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 respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondent 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.

4.3 Submitting a Registration

a. Each Respondent is responsible for ensuring that its Registration is received by the Buyer at the correct address on or before the Deadline for Registrations. The Buyer will acknowledge receipt of each Registration.

b. The Buyer intends to rely on the Respondent's Registration and all information provided by the Respondent (e.g. in correspondence). In submitting a Registration 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 Registration to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.

Assessing Registrations

4.4 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 Registration, or any aspect of any Registration.

4.5 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 Registration.

b. Each Respondent is to ensure that all referees listed in support of its Registration 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.

4.6 Buyer's clarification

a. The Buyer may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. 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 Registration.

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 Registration and may eliminate the Registration from the process.

4.7 Evaluation and shortlisting

a. The Buyer will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the Evaluation Approach set out in

the ROI. The Buyer may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.

b. In deciding which Respondent/s to shortlist the Buyer may take into account any of the following additional information:
   i. the results from due diligence
   ii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
   iii. any relevant information that the Buyer may have in its possession.
c. 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 Registration, 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 ROI process the Buyer will not make public the names of the shortlisted Respondents.

4.8 Respondent's debrief

a. At any time after shortlisting Respondents, the Buyer will offer 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 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 Registration was or was not successful
   ii. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
   iii. indicate the Registration's relative strengths and weaknesses
   iv. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
   v. seek to address any concerns or questions from the Respondent
   vi. seek feedback from the Respondent on the ROI process.

4.9 Issues and complaints

a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the ROI, or the ROI process at any time.
b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
c. The Buyer and Respondent each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the ROI.
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 ROI process or future contract opportunities.

Standard ROI conditions

4.10 Buyer's Point of Contact

a. All enquiries regarding the ROI 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 ROI.
b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the ROI. 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 ROI.

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

4.12 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 ROI.

b. A Respondent who attempts to do anything prohibited by paragraphs 4.10.a and d. and 4.12.a. may be disqualified from participating further in the ROI.

c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ROI process to ensure probity of the ROI process.

4.13 Anti-collusion and bid rigging

a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with the Buyer. Such behaviour will result in the Respondent from being disqualified from participating further in the ROI process. The Respondent warrants that its Registration 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 Registration.

4.14 Confidential Information

a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14.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 ROI 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 ROI.

c. Respondents acknowledge that the Buyer's obligations under paragraph 4.14.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the 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.

4.15 Confidentiality of ROI information

a. For the duration of the ROI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the ROI strictly confidential and not make any public statement to any third party in relation to any aspect of the ROI, the ROI process or the award of any Contract without the Buyer's prior written consent.

b. A Respondent may disclose information relating to the ROI to any person described in paragraph 4.14.b. but only for the purpose of participating in the ROI. 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 ROI.

4.16 Costs of participating in the ROI process

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

4.17 Ownership of documents

a. The ROI and its contents remain the property of the Buyer. All Intellectual Property rights in the ROI remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all ROI documents and any copies. Respondents must comply with any such request in a timely manner.

b. All documents forming the Registration will, when delivered to the Buyer, become the property of the Buyer. Registrations will not be returned to Respondents at the end of the ROI process.

c. Ownership of Intellectual Property rights in the Registration 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 Registration for any purpose related to the ROI process.

4.18 No binding legal relations

a. Neither the ROI, nor the ROI 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 Registration

   ii. the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with the Buyer

   iii. the Evaluation Approach to be used by the Buyer to assess Registrations as set out in Section 3, and in the ROI-Terms (as varied by Section 1, paragraph 1.6, if applicable)

   iv. the standard ROI conditions set out in paragraphs 4.10 to 4.23

   v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.

b. Each exception in paragraph 4.18.a. is subject only to the Buyer's reserved rights in paragraph 4.20.

c. Except for the legal obligations set out in paragraph 4.18.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

4.19 Elimination

a. The Buyer may exclude a Respondent from participating in the ROI process if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the ROI:

   i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI process

   ii. the Registration 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.

4.20 Buyer's additional rights

a. Despite any other provision in the ROI the Buyer may, on giving due notice to Respondents:

   i. amend, suspend, cancel and/or re-issue the ROI, or any part of the ROI

   ii. make any material change to the ROI (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 ROI the Buyer may:

   i. accept a late Registration if it is the Buyer's fault that it is received late

   ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Registration 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 Registration

   iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends

   iv. accept or reject any Registration, or part of a Registration

   v. accept or reject any non-compliant, non-conforming or alternative Registration

   vi. decide not to enter into a Contract with any Respondent

   vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent

   viii. provide or withhold from any Respondent information in relation to any question arising in relation to the ROI. 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

   ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent

   x. waive irregularities or requirements in the ROI process where it considers it appropriate and reasonable to do so.

c. The Buyer may request that a Respondent agrees to the Buyer:

   i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively

   ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

4.21 New Zealand law

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

4.22 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 ROI process.

b. Nothing contained or implied in the ROI, or ROI 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 is $1.

4.23 Precedence

a. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:

   i. Section 1, paragraph 1.6

   ii. Section 4 (ROI-Terms)

   iii. all other Sections of this ROI 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 this ROI 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 ROI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ROI.
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 call for Registrations of interest through a ROI 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 ROI or in general.
Confidential Information	Information that: 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. Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.
Conflict of Interest	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 ROI 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:

	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.
Deadline for Registration	The deadline that Registrations 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 Registrations as described in Section 3, the ROI-Terms (as varied by Section 1, paragraph 1, if applicable.).
GETS	Government Electronic Tenders Service 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.
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 ROI 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 Registration.
Registration	The response a Respondent submits in reply to the Buyer's ROI. It comprises the Response Form, the Respondent's registration and all other information submitted by a Respondent.
ROI	Means the Buyer's call for Registrations of Interest.
Registration of Interest	The Buyer's call for Registrations of Interest comprises the Advance Notice (where used), this ROI document (including the ROI-Terms) and any other schedule, appendix or document attached to ROI, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
ROI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
ROI Process, Terms and Conditions (shortened to ROI-Terms)	The government's standard terms and conditions that apply to ROIs as described in Section 4. These may be varied at the time of the release of the ROI by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ROI 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 Registration in response to the ROI. 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 Registration.'
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.