

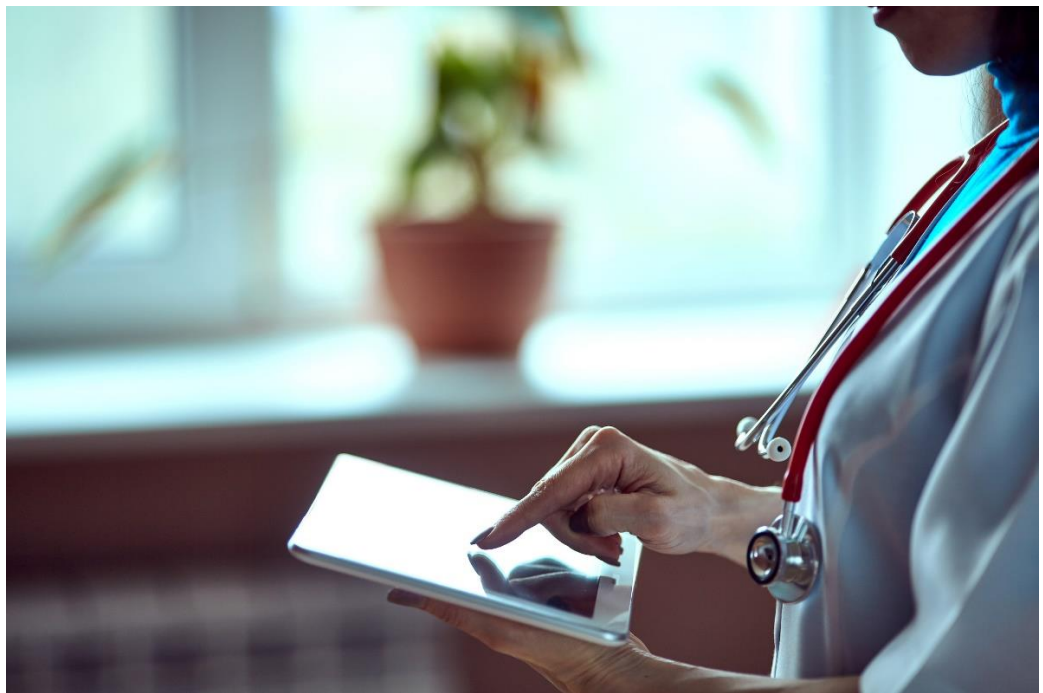
Telehealth and Digitally Enabled Health Services for Primary and Community Care

Registration of Interest (ROI)

Part 1 – Instructions and supporting Information

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IMPORTANT TO NOTE: Your Response to this ROI must be received by the Ministry NO LATER than 1pm on Friday 18 December 2020

Need help? Things to help you prepare the best Response that you can...



1. **See 'Who can respond' and our 'What we want and what we don't want' sections below**



2. **Questions? Submit any questions via the GETS System**

1. *Overview of the Opportunity*

Background...

Digitally enabled health services is a collective term that includes the use of information and communication technologies to deliver health care when patients and care providers are not in the same physical location (telehealth); the delivery of business functions where staff are in different locations (teleworking); and using data and digital tools and services to enable populations currently without digital capability to consume digitally enabled healthcare services (digital inclusion).

A digitally enabled healthcare system is a key recommendation of the Health and Disability System Review / Hauora Manaaki Ki Aotearoa, including the use of technology to enhance a person's wellbeing, experience of healthcare, improving equity, access, quality and timeliness of healthcare solutions.

During the COVID-19 'lock down' digitally enabled health services were adopted rapidly and widely by primary and community healthcare providers, such as in general practice (GPs). This allowed many tangata whaiora / health consumers and their whānau to access or participate in healthcare in a different way.

This shift was transformative, in this emergency situation, and the Ministry of Health (the Ministry) is now looking to build on this work to expand and enhance the use of digitally enabled health services to improve access to and participation with primary and community-based healthcare.

The opportunity...

The Ministry is seeking responses from primary and community healthcare organisations who can deliver projects that build on the momentum in the use of digitally enabled health services, within the context of a general practice and/or community setting.

We are looking to increase the availability of digitally enabled health services. We are particularly interested in services that offer a good prospect of improving uptake by consumers and providers within the context of a primary care or community setting.

We are seeking to invest in a number of projects with a maximum level of funding of \$150,000 each (plus GST). In doing so we are looking to fund proofs of concept, prototypes, pilots or innovative projects with our goal being to fund the widest range of responses nationally.

The Ministry is interested in responses proposing digitally-enabled health services that aim to improve access and participation for people who have not traditionally accessed these services - including Māori, Pacific and people who are categorised as high needs as a result of age, geography and/or socioeconomic circumstance. We are seeking innovative approaches to addressing challenges to access and choice in taking part in the healthcare system that leverage data and digital services.

If successful - your initiative(s) will become exemplars or demonstrations of digitally enabled care delivery models and will be shared with the wider primary and community care sector.

We also recognise that innovation has an inherent chance of failure – therefore learnings from initiatives that face challenges along the way will also be shared to support future direction, propositions and delivery.

We're seeking proposals for new and innovative digitally enabled health services

This Registration of Interest (ROI) is focused on identifying and increasing the availability of **new and existing digitally enabled health services**.

Both Wai 2575 and the New Zealand Health and Disability System Review signalled that a strategic and innovative approach to primary and community care services is crucial for the future. A future which includes greater use of digitally enabled health services, focused on reducing and removing inequity. Digital enablement (which can include telehealth but is not limited to this mode of delivery) of primary and community care services is one of the Ministry of Health's priority focus areas, looking at embedding new ways of working in primary and community care.

This ROI is released as part of the Ministry's Digital Enablement programme and will link to the development of planned care and potentially unplanned care pathways.

This procurement process will look to select respondents that are considered to have the best prospect of improving the uptake of digitally enabled health services within a primary and community setting.

As mentioned earlier, successful respondents to this ROI must be able to demonstrate improved access and participation for people who have not traditionally accessed digitally enabled health services. A particular focus is Māori, Pacific and other groups of people who are categorised as high needs. It will be important that respondents can demonstrate engagement opportunities in the design of their services with Māori, Pacific and any other focused groups to ensure it meets the needs of those service users, and is fit for purpose within the identified social, demographic and cultural context.

Key outcomes sought

Key outcomes that the Ministry is seeking to achieve are:

- Digitally enabled health services have measurably improved access for people to primary and community healthcare, and/or
- Digitally enabled health services have measurably improved participation for people in primary and community healthcare.
- People see value added to their healthcare experience as participants in digitally enabled services.
- Clinicians are confident in applying data and digital technology to improve outcomes for people.

Who should respond?

Any organisation involved in delivering in primary and community care who may include but is not limited to;

- General practice.
- Community pharmacy.
- Maternity care providers.
- Primary Healthcare Organisations.
- Non-governmental organisations or charities providing community and/or primary care.
- Other Iwi, Māori-led and Pasifika-lead organisations.

We respectfully request that district health boards and specialist IT firms without established links to primary and community care, refrain from applying for this opportunity.

Funding

Funding is available to maintain momentum in the use of digitally enabled health services in a primary and community setting.

As far as funding permits, we want to support as many responses as we can (that meet our requirements).

The maximum we will fund towards any individual initiative is \$150,000 (plus GST).

Contract term

Any contracts formed with respondents at the end of this procurement process will be from funding allocated within the 2020/2021 financial year (until 30 June 2021).

Data security, reporting, evaluation and continuous improvement

Respondents must maintain strong systems and controls to ensure that all client information always remains confidential.

Respondents will need to report activity and financial performance, or similar, about service delivery.

The Ministry intends to undertake an evaluation of the services in the future. Successful respondents are expected to cooperate fully with, and actively participate in, any Ministry-led service evaluation process.

Additionally, as part of ongoing service improvement, the Ministry could look to facilitate the sharing of implementation or service-related learnings between respondents. Successful respondents are expected to cooperate fully with any continuous-improvement process in the future and not place any restrictions such as limits on the use of intellectual property on such service-related learning process.

What we want and don't want...



What we want

- Responses that include proof of concepts, prototypes, pilots, or innovative projects that may allow for a wide range of successful Responses nationally.
- Digitally enabled health services that demonstrate improved access and participation for people who have not traditionally accessed services in this way - including Māori, Pacific and people who are categorised as high needs.
- Respondents that are interested in testing concepts, refining problem statements and trialling new and transformative digitally enabled models of care.
- The Ministry will only accept one Response per respondent.

What we don't want

Please note the following are out of scope for this ROI opportunity:



- Digitally enabled health services that are at an unproven conceptual and/or theoretical stage.
- Wholly in-person health service delivery model (e.g. GP visit, hospital visit, etc).
- Digitally enabled health services which are already funded, and the new funding would not create significant improvements in populations served or benefits delivered.



Terms used in ROI

Digitally enabled health services is a collective term that includes telehealth services and teleworking, using data and digital tools and services to enable populations currently without digital capability to consume digitally enabled healthcare services.

Telehealth is the use of information and communication technologies to deliver health care when patients and care providers are not in the same physical location.

Teleworking is the delivery of business functions where staff are in different locations due to COVID-19 restrictions and outside of restrictions and to enable new ways of working.

Digital inclusion is the provision of technology, support or commissioning of services to enable excluded health consumers to access digitally enabled health services, with a focus on equity and partnership with Māori.

Improved access means equal access to health care for those who have not traditionally accessed digitally enabled health services.

Participation means involvement of the patient in decision making or expressing opinions about different treatment methods, which includes sharing information, feelings and signs and accepting health team instructions.

Tangata whaiora / health consumers means ‘the person seeking health’, or more specifically individual or client seeking support from the health solution.



Sources of additional information

Additional information that may be of assistance, includes:

- Health Information Security Framework - www.health.govt.nz/publication/hiso-100292015-health-information-security-framework
- New Zealand Health and System Disability Review – www.systemreview.health.govt.nz/

3. Instructions for preparing and submitting your ROI



3.1 Format overview

This RFP contains several key documents. The following table provides an overview of these key documents.

ROI Part	Description
Part 1: Request for Registration of Interest	Part 1 (this document) sets out our Requirements, instructions and the procurement process, terms and conditions
Part 2: Response Form	Part 2 Response Form – this should be completed and submitted via GETS by the due date



3.2 Timeline for the Submission of the ROI

The following information sets out our process and indicative timeline for the Registration of Interest stage of the process.

Event	Indicative Date
ROI release date via GETS	Wednesday December 2 2020
Registrations for Respondent Briefing/Zoom	N/A
Respondent Briefing/Zoom	Thursday 10 December 2020 3pm – 4pm Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +64 4-280 2674,529795415# New Zealand, Wellington

Deadline for questions to the Ministry (must be made via GETS)	Monday 14 December 2020 at 5pm
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Deadline for Ministry to respond to questions (via GETS)	Tuesday 15 December 2020
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Deadline for Registrations of Interest	Friday 18 December 2020 at 1pm
	Response form must be submitted via GETS

Notification of Shortlist Decision	End of January 2021
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All dates and times are dates and times in Aotearoa / New Zealand. Any change in dates or times set out above will be notified via GETS.

This is a multi-staged procurement process - an indicative timeline for each of the streams is outlined in section 4.

3.3 Clarification period

The clarification period opens on 4 December 2020 and closes at 5pm on Monday 14 December 2020. The Ministry will endeavour to respond to queries within reasonable timeframes and will publish any Responses that affect all potential solution respondents onto GETS.



3.4 Format and submission of your Registration of Interest

Complete the applicable Response Form.

3.5 Submission of your written Registration of Interest

Responses must be received, in writing, no later than **1pm on Friday 18 December 2020** by following the GETS process.

3.6 Ministry Point of Contact and communications during this procurement



If you have a question about this ROI which arises prior to the Deadline for Responses, submit your question using GETS.

Ministry personnel managing this ROI through GETS are the Ministry's Point of Contact for this ROI.

Please note that it is a breach of the ROI Terms to seek information through contacts other than our designated Point of Contact.

All questions about the ROI should be asked before the Deadline for Questions (although the Ministry may answer questions after this date at our discretion). See the ROI-Terms for more information about how the Ministry manages Respondent questions.

3.7 Contacting the Ministry following the Deadline for Responses

GETS cannot be used to communicate with the Ministry after the Deadline for Responses. If you need to communicate with us after the Deadline for Responses (e.g. to inform us of a conflict), please contact the Point of Contact using the following email address.

Email: procurement@health.govt.nz

3.8 Informing you of any changes

If we need to change anything about this process or want to provide Respondents with additional information, we will let all Respondents know by placing a notice on the Government Electronic Tenders Solution (GETS) at www.gets.govt.nz. If you have subscribed to this ROI on GETS and downloaded this Registration of Interest from GETS you will automatically be sent notifications of any changes.

3.9 GETS support



For help using the GETS system, contact the GETS helpdesk.

Email: info@gets.govt.nz

Phone: 0508 438 743 (0508 GETS HELP)
+64 4 9013188

4. How this ROI will be evaluated

This section provides the general overview of the evaluation process that will be applied to the ROI.

4.1 Compliance check

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

4.2 Preconditions

We will also check that your Response meets the following preconditions. If you do not meet these preconditions, your Response will not be evaluated.

The preconditions that apply to this Registration of Interest process are:

1. Investment ready - The solution must be investment ready, by this we mean that the solution must be developed and capable of delivery to tangata whaiora/ health consumers by the end of March 2021.
2. Digital compliance - The solution meets Health Information Security Framework (HISO).
3. Agreement to participate in evaluation and permission to publishing outcomes - Confirm that your organisation is willing to be part of the evaluation process with the Ministry and consents to having the results of the evaluation published.
4. Requested funding is maximum \$150,000 (plus GST) - Confirm that the funding you are seeking for your solution is a maximum of one hundred and fifty thousand dollars (plus GST).

4.3 Evaluation of ROI

A Response Evaluation team will be formed and will meet to assess written Responses, apply the criteria and weighting and determine which organisations will be shortlisted in this process.

We reserve the right not to shortlist, especially in instances where there are no Responses submitted or where the content of the Responses are assessed as not sufficiently meeting our requirements.

Please note: We acknowledge that the ROI process is short in nature and we won't be able to test everything upfront. In fairness to all Respondents in the process – if we get to a later stage in the process and discover that a key requirement is missing from the solution, or funding requested is higher than the funding level specified, we may remove that organisation from the process. To do otherwise may be unfair on all other Respondents.

4.4 Criteria and weighting

Please pay careful attention to our evaluation questions in the Response Form and any additional requirements. The Non-Price Evaluation Criteria are as follows:

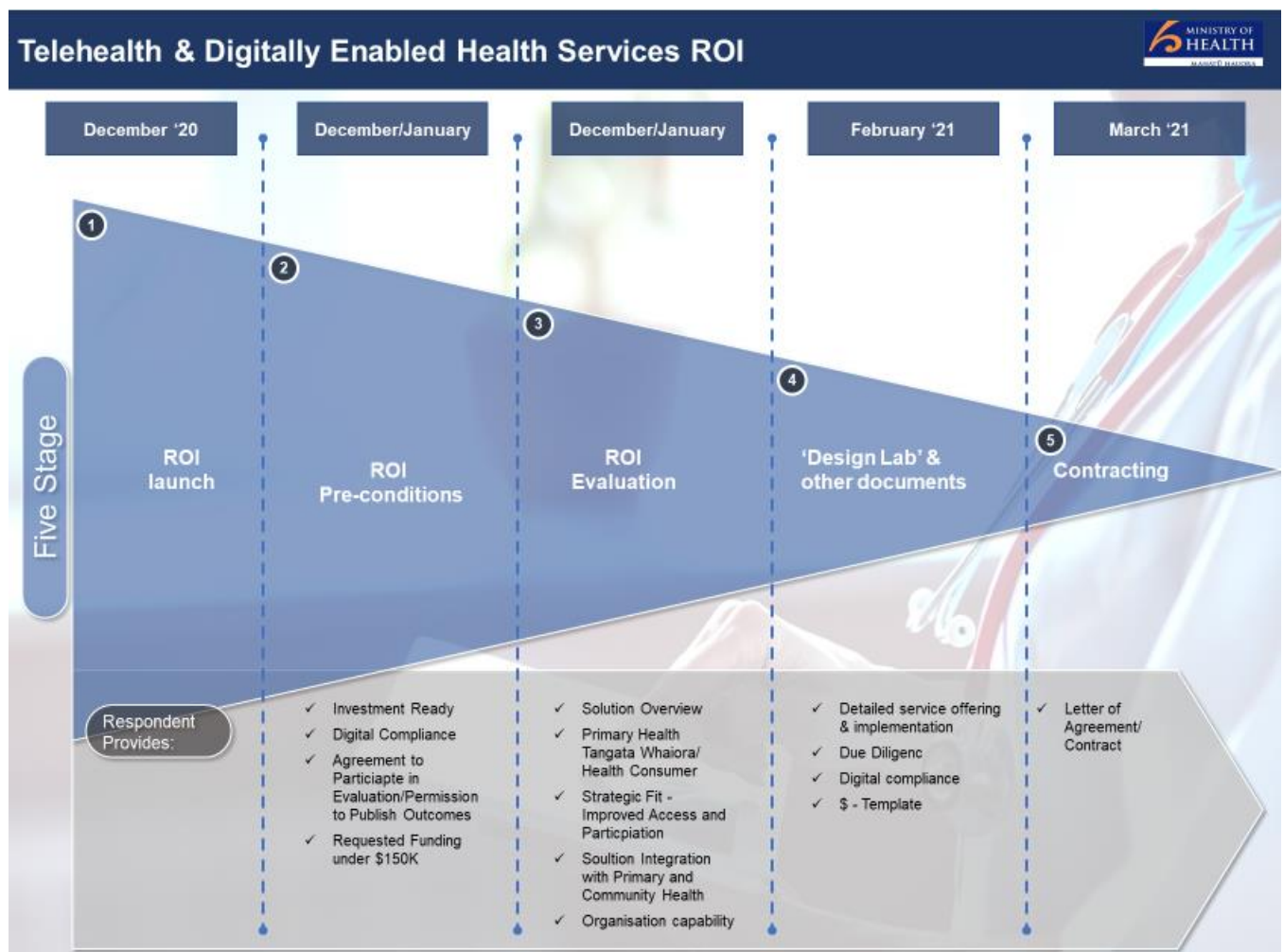
Criteria (refer to Proposal Response Form for the questions that contribute to the Criteria)	Weighting
The digitally enabled service overview	30%
Primary health tangata whaiora/health consumer	25%
Strategic fit – improved access and participation	20%
Digitally enabled service integration with primary and community health	10%
Organisational capability	15%
Total	100 %

5. The procurement process

5.1 The procurement process

Respondents should be aware that the procurement process for this ROI differs slightly from a 'traditional' procurement process.

The following diagram provides a view of the full procurement process. We will communicate further to shortlisted-providers at the start of each stage clearly on what the requirements for that stage are:



5.2 The Design Lab

Respondents who are shortlisted at the ROI stage will be invited to participate in the Design Lab.

The Design Lab will encompass:

- A short presentation of the solution (live demonstration)

- A discussion with the Response Evaluation Team on key aspects of the solution and how they relate to the evaluation criteria.

Following the Design Lab, the Response Evaluation Team will meet to assess all shortlisted proposals according to the evaluation criteria to determine which organisations will be progressed in the evaluation process.

5.3 Other documentation

In addition, Shortlisted Respondents will be requested to submit:

- A due diligence form (including both organisation due diligence and digital compliance checks).
- A financial spreadsheet.

These documents may form part of the evaluation process.

5.4 Contracting

Shortlisted Respondents will be provided with a copy of the proposed Solutions Agreement for consideration. The degree of acceptance with the proposed Terms may form part of the evaluation process.

5.5 Proposed timeline (post ROI process)

The expected timeline for the remaining stages of the Tēina process, following the notification of the outcome of the ROI process, is as follows. The pace of work may depend on the readiness of both the Ministry and respondents. Refer to the process diagram on page 14 for more information on the process.

Event	Indicative Date
Notification of shortlist decision	End of January 2021
Invitation to participate in the Design Lab	February 2021
Written confirmation we have understood the specification fully	February 2021
Due diligence and financial analysis	February 2021
Contracts offered	Early March 2021
Solution delivery	End June 2021

5.6 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 Responses. This does not limit the range of relevant considerations that we may take into account in evaluating your Response against our evaluation criteria.

Score	Indicative features	Confidence
5 Excellent	Significant strengths and comprehensive evidence that the Respondent can meet the Requirements. Exhibits outstanding capability, knowledge, creativity, innovation or other factors which establish excellent performance. No material weaknesses.	Very high
4 Strong	Provides significant evidence that the Respondent can meet the Requirements. Shows significant strengths relevant to the evaluation criteria.	High
3 Some strengths	The Response provides sufficient evidence to clearly substantiate that the Respondent can meet the Requirements and demonstrates some strengths in relation to the evaluation criteria.	Confident
2 Acceptable	The Response provides evidence that the Respondent can meet the Requirements. There are some reservations or matters that are not clearly substantiated.	Mostly confident
1 Reservations	The Response demonstrates that the Respondent can partially meet the Requirements but does not provide sufficient evidence to overcome reservations.	Low
0 Unacceptable	The Response meets very few to none of the Requirements. There is insufficient evidence to overcome major reservations.	Very low/no confidence
Note: In some cases to appropriately differentiate Responses, half scores may be used.		

6. Terms and Conditions

Section 1: ROI process, terms and conditions

This section contains instructions for respondents interested in submitting a Response to this 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. Respondents 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 solutions tax (GST) unless otherwise stated.

Clarification Period

4. Each Respondent must satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI documents. Respondents should seek clarification before the end of the Clarification Period.
5. All requests for clarification must be made by email to the Ministry's 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 Respondents it may provide details of the question and answer to other Respondents. This information may be posted on GETS. 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 Respondent making the request.
8. If a Respondent 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 Respondent warrants that all information provided is complete and accurate in all material respects. Each Respondent 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.

13. Where the Buyer has requested the Response by electronic written copy and a video, and there is a difference between the written copy and the video the written copy will prevail.

Late Responses

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

Evaluation of Responses

Evaluation

15. 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. Respondents must not communicate with any member of the evaluation panel.
16. The Buyer will evaluate each Response in accordance with the Evaluation Methodology set out in the ROI.

Clarification

17. The Buyer may request clarification and additional information from any Respondent about any aspect of a Response. The Buyer is not required to request the same clarification or information from each Respondent.
18. The Respondent 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.
19. If a Respondent 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 Respondent's Response.

Collection of further information

20. Each Respondent 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 Respondent's Response.
21. Each Respondent must ensure that all referees provided in support of its Response agree to provide a reference and are appropriately briefed on the Response.
22. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by any third party, with the exception of commercially sensitive pricing information.

23. The Buyer reserves the ability to adjust its evaluation and scoring of a Respondent's Response following the collection of further information.

Shortlisted Respondents

24. Following the evaluation process the Evaluation Team aims to shortlist those Respondents 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 Respondents.
25. The Buyer will notify the Shortlisted Respondents. 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 Respondents.
26. The Shortlisted Respondents may be invited to respond to the second stage of the ROI process through a Request for Response, Wānanga whakamārama and submission of further written information or other process as defined by the Ministry.
27. Where there is only one shortlisted respondent the Buyer reserves the right to enter into contract negotiation with that respondent rather than conducting a Request for Response process.

Respondent debrief

28. Following the awarding of the Contract, the Buyer will offer a debrief to all unsuccessful Respondents. 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 Respondent
 - e) seek feedback from the Respondent on the ROI process (if relevant).

Terms and Conditions

Buyer's terms

29. The ROI comprises Part 1, this set of Standard Conditions, Part 2 – the Respondent Response and any other Schedules attached by the Buyer. The ROI sets out the Buyer's terms upon which Respondents may submit Responses. These terms are non-negotiable.
30. Each Respondent should carefully read the ROI to ensure that its Response complies with the Buyer's terms. By submitting a Response the Respondent accepts that it is bound, without reservation or variation, by the terms set out in the ROI.
31. The Buyer is not required to accept any Response for evaluation that does not comply with these terms.

Respondents' obligations

32. Each Respondent 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 solutions 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

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

Indicative timeline

34. The indicative timeline for the ROI process is stated in Part 3. Please note that these dates and times may be changed at the sole discretion of the Buyer. The Buyer will notify Respondents of any material changes to these dates or times. This may be by notice posted on GETS.

Buyer's Contact Person

35. 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.

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

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

38. The Buyer may change the Contact Person at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS.

39. Where a Respondent has an existing contract with the Buyer then business as usual communication, for the purpose 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.

Conflict of Interest

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

Ethics

41. Respondents must direct all enquiries to the Buyer's Contact Person. Respondents must not directly or indirectly approach, contact, lobby or solicit information concerning any aspect of the ROI from any other representative of the Buyer.
42. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
43. A representative of the Buyer includes any employee, consultant, contractor or advisor engaged by the Buyer.
44. Any Respondent, who attempts to do anything prohibited by the above clauses 41 and 42 may be disqualified from the ROI.

Anti-collusion / bid rigging

45. In submitting its Response each Respondent 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).
46. There is no expectation or obligation for Respondents to submit Responses to the ROI solely to remain on any prequalified or preferred respondent list. Any Respondent on such a list will not be penalised for failure to submit a Response.
47. Respondents 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.
48. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to provide that authority with any relevant information including a Respondent's Response.

Confidentiality

49. Subject to the clause 50 the Buyer, and each Respondent, 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.
50. Where a Respondent's Response contains information, such as Intellectual Property, that it considers should be held confidential, the Respondent must clearly identify the information and mark it confidential and commercially sensitive. The Respondent may be asked by the Buyer to indicate the reason why such information should be held as confidential.
51. Respondents 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 Respondent'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

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

Ownership of documents

53. All documents forming the Response will, when delivered to the Buyer, become the property of the Buyer. Responses will not be returned to Respondents at the end of the process.
54. Ownership of Intellectual Property rights does not pass on a Response being delivered to the Buyer. However, the Respondent 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 50.

No binding legal relations

55. 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 Respondent is signed by both parties.

Form of contract

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

Status of ROI

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

Buyer's rights

59. 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 Respondents
 - b) change any date in the indicative timeline contained in Part 3 on the proviso that any material change is notified to Respondents
 - c) delete, change or add to the Requirements contained in Part 3 on the proviso that any material change is notified to Respondents
 - d) reject or accept any non-compliant Response on notice to the Respondent
 - e) reject or accept any alternative Response on notice to the Respondents
 - 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 Respondent
 - i) exclude any Respondent from the ROI process where the Respondent has breached a term or condition of the ROI on notice to the Respondent
 - j) liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - k) provide or withhold from any Respondent 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 Respondent, 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 respondents.

Public statements

60. Respondents 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

61. The laws of New Zealand shall govern the ROI 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.

Disclaimer

62. 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.

63. 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 Respondent 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.

Business Day	A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday and public holidays.
Business Hours	Business hours means the period from 8.30am to 5.00pm on any Business Day.
Buyer	The Buyer is the organisation that has issued the ROI with the intent to purchase the goods or solutions described in the Requirements.
Clarification Period	The period within which a Respondent can ask for clarification or additional information from the Buyer in relation to the ROI.
Closing Date	The deadline for Responses to be received by the Buyer.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or solutions sought under the ROI or in general.

Confidential Information	Information that: <ul style="list-style-type: none"> a) is by its nature confidential b) is marked by either the Buyer or a Respondent as 'Confidential', 'Commercially Sensitive' 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 e) is of a sensitive nature, or commercially sensitive to the Buyer, a Respondent or a third party.
Conflict of Interest	A Conflict of Interest arises if a Respondent'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 solutions. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: <ul style="list-style-type: none"> a) actual: where the conflict currently exists b) potential: where the conflict is about to happen or could happen, or c) perceived: where other people may reasonably think that a person is compromised.
Contact Person	Both the Buyer and Respondents 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 Respondent's Contact Person is identified in its Response.
Contract	The legally enforceable written contract for the supply of the goods or solutions between the successful respondent and the buyer using the Proposed Conditions of Contract as agreed between the parties and arising as a result of a subsequent RFP process.
Evaluation Methodology	The methodology set out in this ROI and used by the Buyer to evaluate ROI Responses.
GETS	Government Electronic Tenders Solutions www.gets.govt.nz
GST	The goods and solutions tax payable in accordance with the New Zealand Goods and Solutions Tax Act 1985.
Indicative obligations	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.
Intellectual Property	All Intellectual Property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

Response	The Response a Respondent submits in reply to an RFP. It comprises the Respondent's tender bid and should include all information specified by the Buyer in the RFP.
Proposed Conditions of Contract	The contract terms and conditions proposed by the Buyer if stated in this ROI.
Registration of Interest (ROI)	The ROI comprises Part 1, Part 2 - the Respondent 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 respondents who will likely be invited to respond to a closed RFP.
Representative of the buyer	A person who represents the buyer. This can be a member of staff, contractor, consultant, agent or secondee. Respondents 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.
Requirements	The goods and/or solutions described in the ROI.
Response	The Response a Respondent submits in reply to an ROI. It should include all information specified by the Buyer in the ROI.
Schedule	Any attachment to the ROI with the title 'Schedule'.
Standard Conditions	The instructions to Respondents, containing an outline of the process and the terms and conditions which apply to the process.
Shortlisted Respondents	The respondents shortlisted as a result of evaluating their Responses to the ROI.
Successful Respondent	Following the evaluation of any subsequent RFP Responses and successful negotiations the Respondent/s awarded the contract to deliver the Requirements.
Respondent	A person, organisation, business or other entity that responds to the ROI. It includes subcontractors, successors and permitted assignees.
\$	Unless otherwise stated all currency is in New Zealand dollars.