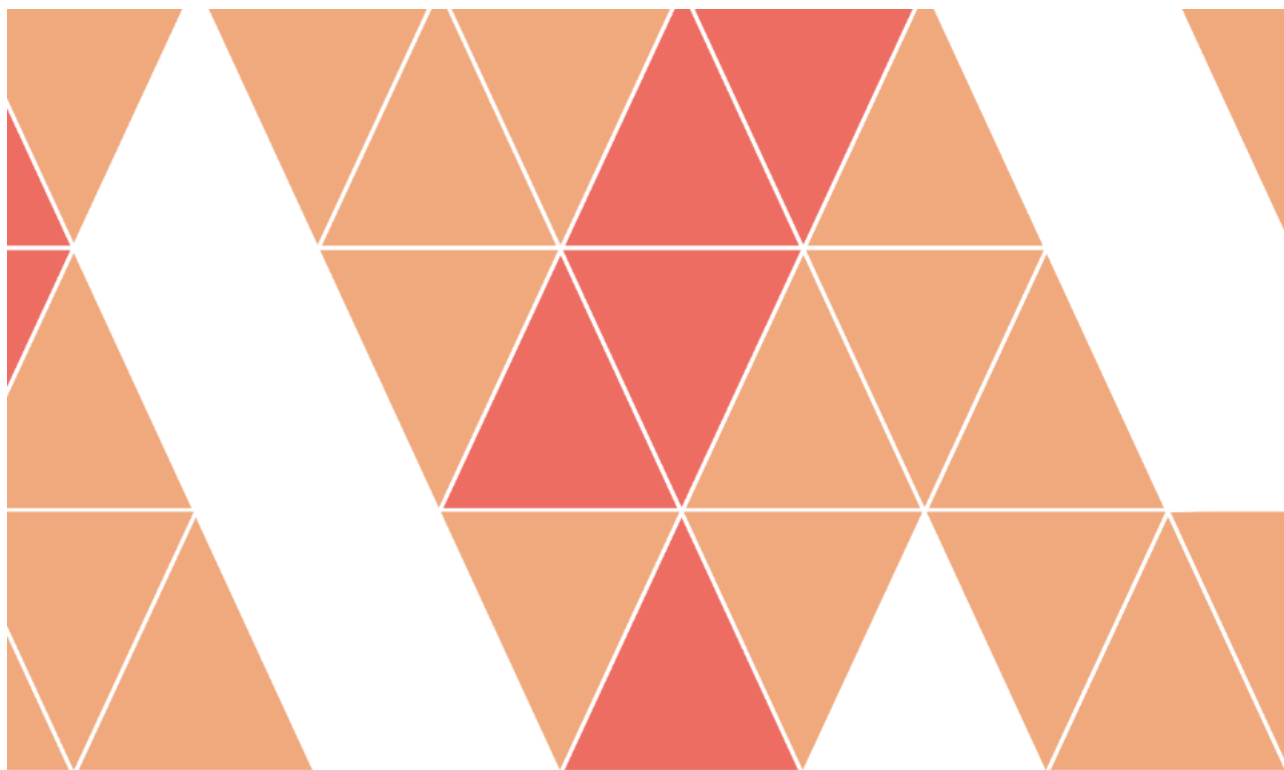


Request for Proposals



Supplier Panel for Product Check Testing Programme 2020–2024

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ABOUT EECA

The Energy Efficiency and Conservation Authority (EECA) is the Crown entity established under the Energy Efficiency and Conservation Act 2000 to encourage, promote, and support the uptake of energy efficiency, energy conservation, and the use of renewable sources of energy in New Zealand. This mandate provides us with the authorising environment to work with a wide range of stakeholders and customers, as we transition to a low carbon and sustainable economy.

Our strategy

Our purpose

Mobilise New Zealanders to be world leaders
in clean and clever energy use

Our strategic principles



Focus on impact

Pursue high-impact change with agility and at pace.



Understand the customer

Focus on those it is important to influence and influence them based on what they care about.



Define the problem

Identify what's blocking progress and tackle it head on.



Join the dots

Work with and connect people and organisations who can be part of achieving our purpose.



Display leadership

Be proactive, have a fact-based point of view, own it.

Our strategic focus areas



Productive and low-emissions business

Mobilise decision makers and technical experts to accelerate action.



Efficient and low-emissions transport

Switch the fleet to low-emissions technology while ensuring that any remaining fossil-fuelled vehicles are as efficient as possible.



Energy efficient homes

Optimise New Zealanders' use of renewable energy through energy efficient homes, technologies and behaviours.



Government leadership

Equip the public sector to innovate and lead the transition to clean and clever energy use.



Engage hearts and minds

Foster a society in which sustainable energy is expected and demanded.

Our desired outcome

A sustainable energy system that supports the prosperity and well-being of current and future generations

THIS OPPORTUNITY IN A NUTSHELL

What we need

The Product Check Testing Programme is an EECA programme that tests whether manufacturers are meeting their obligations with the Energy Efficiency (Energy Using Products) 2002 Regulations.

We are seeking to establish a group of accredited laboratories to provide us with a ready-to-go panel of suppliers for our four year Product Check Testing Programme. This Programme runs from 1 July 2020 to 30 June 2024, and contains a comprehensive list of product classes to ensure:

- all products subject to the Minimum Energy Performance Standards (MEPS) are tested at least once over the specified period
- products that Energy Efficiency and Conservation Authority (EECA) subsidises or recommends meet MEPS
- more frequent testing of products where systemic industry failure is occurring or suspected
- products have been upgraded to reflect changes in MEPS or testing standards
- more frequent testing for:
 - high sales volume, energy intensive products (such as heat pumps, hot water cylinders)
 - products utilising rapid changing technology (such as Televisions)

The programme will also provide for the testing of specialist and difficult to test products, such as ballasts for fluorescent lamps and distribution transformers.

What's important to us

We will select suppliers for the Panel who can meet all of the pre-conditions in section 3.2 and based on their capability and capacity to check test one, some, or all of the product classes outlined in our four year check testing schedule in section 2.2 of this RFP.

Consideration will be given to those suppliers, with capability and capacity across multiple international laboratories and multiple product classes.

We are also interested in laboratories that can offer a total project management approach to testing projects (i.e. can arrange for and manage the shipping of products from New Zealand to their laboratory).

Also of interest are suppliers who provide:

- innovative approaches to testing unusual products, such as electric motors within large equipment
- innovative approaches to the testing process overall.

Why should you bid?

This is a unique opportunity to work with us to help decrease energy related costs in New Zealand homes and businesses. We will influence the increase of energy efficient appliances and equipment

by monitoring manufacturers and importers and holding them accountable to ensure their products meet MEPS and their advertised claims.

It is estimated that up to five product classes will be check tested per year, for the next four years. The expected budget for this work is anticipated to be in the region of \$1.5M over the period to 2024.

Our goal is to provide opportunities to all those selected to this panel, however this RFP is not a guarantee of work.

SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Supplier Panel for Product Check Testing 2020-2024 Contract opportunity.
 - b. This RFP is a single-step “open panel” procurement process to select the panel.
 - c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means ‘a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal’. Definitions are at the end of [Section 6](#).
-



1.2 Our timeline

- a. Given the open panel approach, Proposals can be submitted at any time before the closing date 20 September 2023.
- b. The first evaluation will take place on 3 April 2020 signalling EECA's intention to get the Panel established for those Respondents who are ready and able to start testing from 1 July 2020.
- c. Thereafter, any subsequent Proposals determined eligible following an administrative review (see section 3.3), will be evaluated no later than two weeks (10 working days) from receipt.
- d. Here is our expected timeline for this RFP.

Steps in RFP process		Indicative date/date range
Tender advertised on GETS		6 March 2020
Last date for supplier questions	<i>Only applicable for closing date</i>	6 September 2023
Last date for agency to answer questions		15 September 2023
Tender closing date		20 September 2023
Evaluation*		
Receipt, acknowledgement and administrative review of Proposals received by 31 March 2020		1 April 2020
Evaluation Panel meets		3 April 2020
Post-evaluation*		
Advise bidders of outcome		24 April 2020
Debrief unsuccessful suppliers		Week of 28 April 2020
Due diligence and contract negotiation*		
Initial Contract Award Notice published on GETS		8 May 2020
Contract start date		1 July 2020

*NOTES:

- These dates apply to the first evaluation process only
- After 3 April meeting, the Evaluation Panel will meet within 10 working days of receipt of any subsequent valid Proposal
- All dates and times are in New Zealand time.



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: Geoff Carter
Title/role: Tender Administrator
Email address: applications@eeca.govt.nz



1.4 Developing and submitting your Proposal

- a. This is an open non-competitive tender process.
- b. The RFP sets out the step-by-step process and conditions that apply. Take time to read and understand the RFP. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii. in structuring your Proposal, consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For helpful hints on tendering and access to a supplier resource centre, go to: [www.procurement.govt.nz / for suppliers](http://www.procurement.govt.nz/for-suppliers).
- d. If anything is unclear or you have a question, ask us to explain before submitting your Proposal by emailing our [Point of Contact](#).
- e. You must download and use the MS Word Response Form provided with these tender documents. Your submission should be in pdf format.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. Check you have provided all the information in the format and order asked for before submitting your proposal.



1.5 Address for submitting your Proposal

- a. Proposals must be submitted electronically to:
applications@eeca.govt.nz
 - b. Proposals sent by post, fax, or hard copy delivered to our office will not be accepted.
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1.6 Our RFP Process, Terms and Conditions

Offer Validity Period: In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for six calendar months from the Deadline for Proposals, subject to retention of required accreditation.

The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#).

NB: We have made the following variation/s to the RFP-Terms:

6.8 Evaluation and shortlisting:

- b. In deciding which Respondent/s to appoint to the Supplier Panel, the Buyer will take into account the:
 - i. results of the evaluations of each Proposal; and
 - ii. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the Terms and Conditions of the Contract
- c. In deciding which Respondent/s, to appoint to the Supplier Panel, the Buyer may take into account any of the following additional information:
 - i. the results from reference checks and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have.
- d. The Buyer will advise Successful Respondents who will be offered a Contract. Once the Contract is agreed the Successful Respondent is appointed to the Panel.

6.9 Negotiations:

- a. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form referred to in Section 5, the Proposed Contract, and posted on GETS with this RFP.

6.10 Respondents Debrief:

- a. The Buyer will offer a debrief to all Respondents who have not been appointed to the Panel. 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.

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- b. **Notification of Outcome:** At any point after conclusion of negotiations, but no later than 30 Business Days after the date a Contract is signed, the Buyer will publish a Contract Award Notice on Government Electronic Tenders Service (GETS) at www.gets.govt.nz.
 - c. **Confidentiality of the RFP information:** For the duration of the RFP, to the date of the announcement of the Respondents appointed to the Panel, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.

6.23 Buyer's additional rights:

- b. Amend the Proposed Contract at any time, including during negotiations with a Successful Respondent.



1.7 Later changes to the RFP or RFP process

We will notify Respondents if we need to change anything about the RFP, the RFP process, or if we want to provide suppliers with additional information after publishing the RFP. This information will be placed on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz.

If you downloaded the RFP from GETS you will be sent notifications of any changes automatically, through GETS by email.

SECTION 2: Our Requirements

2.1 Overview of the Product Check Testing Programme

The purpose of the Product Check Testing Programme is to ensure that poor performing and/or sub-standard products are detected and removed from the market, and only products that comply with the regulations are available to consumers.

Laboratory testing of products investigates whether selected models meet the relevant requirements within standards cited in the regulations. Requirements include Minimum Energy Performance Standards (MEPS) and Mandatory Energy Performance Labelling (MEPL), as they relate to energy efficiency claims.

Background

Recent research by EECA shows that if all New Zealanders switch to available energy efficient technologies, such as LED lighting and heat pumps, we could halve the need for new electricity generation to meet New Zealand's ambitious renewable electricity goals.

We are helping businesses and households increase their energy productivity and reduce their energy-related emissions. We encourage the use of sustainable energy across the economy, through a combination of direct interventions such as regulation.

We regulate proven technologies and process, and help prevent inefficient products and appliances from being sold in New Zealand.

In business

There are significant opportunities for businesses to increase their energy productivity for the benefit of the whole economy. Benefits for individual businesses include lower energy costs and improved profitability. It's also valuable for businesses to be able to say that they are genuinely making an ongoing contribution to NZ's emissions reduction goals.

In the home

Encouraging New Zealanders to improve energy efficiency means they can enjoy the benefits of using smarter household technologies without increasing their energy costs. Energy efficiency in the residential sector is also critical as we seek to engage all citizens in the collective objective of reducing NZ's energy-related emissions.

What we are aiming to achieve

To this end, we are:

- administering and further developing Minimum Efficiency Performance Standards
- administering Mandatory Efficiency Performance Labels to improve adoption of efficient products
- conducting a check testing programme to assess performance against claims.

These activities support the goal of increasing the percentage of people who agree that our energy use and purchasing actions have an impact on climate change.

2.2 EECA's Product Check Testing Programme Schedule 2020-2024

This following table sets out EECA's indicative* testing timeline by year (1 July – 30 June).

*See note 2 below the table.

1 July 2020 – 30 June 2021		
Product class	MEPS/MEPL	Testing standard
Gas hot water	AS/NZS 4552.2:2010	AS 4552-2005
Household refrigerating appliances	AS/NZS 4474.2:2009 New regulations: AS/NZS 4474.2:2018	AS/NZS 4474.1:2007 New regulations: AS/NZS IEC 62552.1:2018 AS/NZS IEC 62552.2:2018 AS/NZS IEC 62552.3:2018
Chillers	AS/NZS 4776.2:2008	AS/NZS 4776.1.1:2008 AS/NZS 4776.1.2:2008
Dishwashers	AS/NZS 2007.1:2005	AS/NZS 2007.1:2005
External power supply	AS/NZS 4665.2:2005	AS/NZS 4665.1:2005
1 July 2021 – 30 June 2022		
Product class	MEPS/MEPL	Testing standard
Computers	AS/NZS 5813.2:2012	AS/NZS 5813.1:2012 AS/NZS 5814.1:2012
Three Phase Electric Motors	AS/NZS 1359.5:2004	AS/NZS 1359.5:2004 New regulations: IEC 60034-2-1 Ed. 2.0 (Bilingual 2014) IEEE 112:2004 & IEEE 112:2017.
Electric Storage Water Heater	AS/NZS 4692.2:2005	AS/NZS 4692.1:2005 NZS 4606.1:1989 NZS 4602:1988
Refrigerated cabinets	AS 1731.14-2003	AS 1731 Parts 1 to 13-2003 New regulations: EN 16825:2016 EN 16838:2016 EN 16901:2016 ISO 23953-1:2015 ISO 23953-2:2015
Televisions	AS/NZS 62087.2.2:2011	AS/NZS 62087.1:2010
1 July 2022 – 30 June 2023		
Product class	MEPS	Testing standard
Computer monitors	AS/NZS 5815.2:2013	AS/NZS 5815.1:2012

Close control air conditioners	AS/NZS 4965.2:2008	AS/NZS 4965.1:2008
Ballast for fluorescent lamps	AS/NZS 4783.2:2002	AS/NZS 4783.1:2001
Distribution transformers	AS/NZS 2374.1.2-2003	AS 60076.1-2005 AS 60076.11-2006
1 July 2023 – 30 June 2024		
Product class	MEPL ONLY	Testing standard
Clothes dryers	AS/NZS 2442.2:2000	AS/NZS 2442.1:1996
Clothes washers	AS/NZS 2040.2:2005	AS/NZS 2040.1:2005

NOTES:

1. Testing standards above are current as at the date of this RFP publication.
 - a. If a testing standard changes, panellists will be notified by EECA as soon as the new standard is promulgated and the above schedule will be updated on GETS.
 - b. Relevant standards can be checked on the Standards New Zealand website:
<https://www.standards.govt.nz/search-and-buy-standards/searching-for-standards/>
2. Changes to the programme schedule (when products will be tested) will be influenced by:
 - a. government funding
 - b. government priority
 - c. panellists' availability and cost.

2.3 Scope of work

Suppliers who are appointed to the panel through this procurement will be expected to produce inspection reports and comprehensive check testing reports for EECA for each allocated check testing project described in section 2.5.

The reports are described below.

Reporting requirements

Report	Description	Specific requirements
Inspection report	Pre-test condition report of product on delivery	Condition summary report including any damage identified and potential effect to testing. Photos of: <ul style="list-style-type: none">- External packaging on arrival (before unpacking)- Any damage of external packaging- Unpacked product- Any damage of unpacked product
Testing report	Results of check testing	<ul style="list-style-type: none">- Set up description (including equipment used)- Testing description (test standard, specifics as required by Standard)- Findings based on tests required- Test data (measurement information and calculations)- Conclusion: Pass or Fail
Disposal report	Method of disposal for post-testing product (passed and failed products)	Evidence of environmentally-responsible disposal method (sale; disassembly and recycling; landfill)

2.4 What we are seeking: capabilities and conduct

Panel members are expected to:

- Professionally and competently undertake check testing and produce the above reports to the highest standards.
- Act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with EECA.
- Comply with the Supplier Code of Conduct (see next page).

Supplier Code of Conduct

Statement of Government Expectations

The Government is committed to sustainable and inclusive government procurement that delivers for New Zealand and New Zealanders. This Supplier Code of Conduct outlines the expectations we have of our suppliers. Suppliers must make their subcontractors aware of this code.

Ethical behaviour

The Government expects its suppliers to:

- › manage their activities and affairs, and conduct themselves, with integrity in accordance with applicable laws, regulations and ethical standards
- › not engage in any form of corruption
- › be transparent about their ethical policies and practices.

Labour and human rights

The Government expects its suppliers to:

- › adhere to international human rights standards in their workplace and monitor and address these standards within their supply chain
- › comply with New Zealand employment standards and maintain a workplace that is free from unlawful discrimination.

Health, safety and security

The Government expects its suppliers to:

- › comply with workplace health and safety laws and regulations and maintain healthy and safe work environments
- › comply with any security requirements notified to them by the Government
- › adequately protect any information, assets, tools and materials provided by the Government and return these promptly when requested.

Environmental sustainability

The Government encourages suppliers to establish environmentally responsible business practices and proactively improve their environmental performance. The Government expects its suppliers to:

- › conduct their business in accordance with applicable laws, regulations and standards regarding the mitigation of impacts on, and protection of, the environment
- › work to improve their environmental sustainability and reduce their environmental impacts.

Corporate social responsibility

The Government encourages its suppliers to be good corporate citizens and contribute positively to their communities. Some positive things suppliers could do are:

- › pay their subcontractors promptly
- › consider including local, Māori, and Pasifika businesses to deliver the contract.

2.5 Panel operation and Contract arrangements

We anticipate that the panel Contract will commence 1 July 2020.

Panel operation

- This is a one-step open non-competitive tender; i.e. an RFP for which there will be a “standing invitation” for Proposals.
- The Panel will be “open” allowing suppliers to apply to be on the Panel at any time until nine months before the end of the period it is established for (i.e. up to 20 September 2023).
- This also means that Price is not a factor in selection of panellists.
- EECA intends to appoint suppliers to this Panel for a minimum of four years, unless the supplier wishes to withdraw or notifies EECA of another reason for discontinuing its participation.
- EECA will conduct an annual review of the Panel and each panellist’s performance and will communicate with each Panel member as part of the annual review to:
 - (i) confirm accreditation and status of other pre-conditions
 - (ii) seek any price adjustments
 - (iii) check schedule availability
 - (iv) update contact information, etc.
- EECA will also:
 - (i) review the secondary procurement process by which each check testing project is allocated to ensure it can meet its proposed four-year schedule; and
 - (ii) communicate with all panellists about any proposed and/or pending changes to test standards and/or the proposed four-year schedule.
- EECA reserves the right (at their discretion following review) to remove a supplier from the Panel, and/or refresh the Panel.
- Once appointed to the Panel, allocation of opportunities to undertake product check testing projects will depend on the panellist’s capacity to complete the project within the available timeframe, and its Price.

- For the first year (1 July 2020 – 30 June 2021), each check testing project will be determined using the following secondary procurement processes:
 - (i) Direct Source: in the event there is only one laboratory on the Panel that is qualified to test the specified product.
 - (ii) Closed RFQ: in the event that there is more than one laboratory on the Panel that is qualified to test the specified product. The RFQ will focus primarily on Price, assuming the eligible panellists can meet the timeframe required.

Contract arrangements

- Once selected for the Panel, each supplier will be offered a contract for services in the form of a heads of agreement which sets out the Terms and Conditions of a supplier's appointment onto the Panel and what the parties agree to contract on (including pricing to be agreed) in the event that the supplier is allocated a specific check testing project.
- Upon agreement of the head agreement, the supplier is appointed to the Panel.
- Using the secondary procurement process above, we then propose to contract each check testing project via the addition of a numbered project schedule to the relevant supplier's head contract. That project schedule will contain the conditions specific to that product and project over and above those already in the head contract.
- The project schedule will contain details of the:
 - Product class; make; model; quantities for testing
 - Timeframes for shipping
 - Specific inspection reporting requirements
 - Specific test requirements including standards
 - Specific test reporting requirements
 - Check testing timelines
 - Specific environmentally-responsible product disposal requirements
 - Price and payment

2.6 Other procurement documents

In addition to this RFP, the following documents have been uploaded on GETS and are available for all interested suppliers:

- Response Form (in MS Word)
- Proposed Contract

These documents form part of this RFP.

SECTION 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Proposals.

3.1 Evaluation method

The evaluation of Responses will be largely administrative in that Respondents must:

- Meet all the pre-conditions; and
- Provide evidence for those pre-conditions; and
- Provide referees from their two most recent check testing projects; and
- Be able to satisfactorily answer any follow-up questions posed by the Evaluation Panel.

Price will **not** be a weighted criterion, as it will not be applicable if there is only one Panel member in a particular product class.

Instead, an indicative price will be requested for EECA's information and planning only. Respondents will be asked to state a Price to be valid for the first 12 months of the programme. Panellists will subsequently be contacted for any Price changes as part of the annual review.

Indicative prices are requested for subsequent years.

The evaluation is not a competitive process; rather it is required to verify the Respondent's qualifications and suitability to serve on the Supplier Panel. As such, Proposals will not be scored, but rather they will be assessed for completeness and consistency of relevant information.

3.2 Pre-conditions

Each Proposal must meet all of the following pre-conditions.:

#	Precondition
1.	Supplier must be an internationally accredited laboratory (must hold IANZ, IATA, and/or any other globally recognised accreditation)
2.	Supplier must be capable of testing against standards cited in New Zealand's Energy Efficiency (Energy Using Products) Regulations 2002
3.	Supplier must be an independent laboratory (not owned, controlled, or operated by a manufacturer)
4.	Supplier must be prepared and able to present evidence for/at any judicial proceedings taken by EECA against a product manufacturer (subject to stage 2 check testing failures of a product)
5.	Supplier must be able to ensure environmentally responsible disposal of tested products
6.	Supplier has health and safety policy and processes in place that comply with its legislative obligations

Proposals which fail to meet one or more of the pre-conditions will not be eligible and will not progress to the Evaluation Panel.

Respondents who are unable to meet all pre-conditions should conclude that they are not ready to submit a Proposal. If you are in doubt regarding your eligibility, please send a question to our Point of Contact (details in section 1.3).

Suppliers may have new and innovative ways to deliver against the specifications. EECA will accept alternative Proposals on this basis.

3.3 Evaluation process

This RFP consists of a two-stage evaluation process:

Stage One: Administrative review

To determine eligibility of the Proposal (required content; and satisfaction of the pre-conditions)

Stage Two: Evaluation Panel

To assess eligible Proposals (those that pass stage one) against:

- details/information provided with pre-conditions
- satisfactory supporting evidence
- ability to meet EECA's annual timeframes.

The Evaluation Panel will perform a preliminary check of information/evidence provided and compile any questions it wants answered. It will then set a time limit for the questions to be answered by the Respondent, and during that time perform any other processes and due diligence it determines is required:

- Reference check the Respondent organisation(s) and named personnel.
- Request clarification of aspects of the Proposal.
- Request confirmation of delivery timelines.
- Conduct internal and/or external due diligence checks.
- A track record of satisfactory service delivery

3.4 Decision process

Once a Successful Respondent is determined, the Administrator will prepare a recommendation for all Panel members to read, agree, and sign. The recommendation is then forwarded to EECA's Group Manager Strategy and Performance and the Chief Executive for approval.

The Successful Respondent is then offered a Contract (head agreement only) as described in Section 2.5. When the Contract is agreed and signed, the Successful Respondent is appointed to the Panel. EECA will send a covering letter with the signed copy of the Contract that confirms the appointment, the process, and timetable for allocation of check testing projects.

3.5 Timetable for evaluation process

Given the “open panel” approach, Proposals can be submitted at any time before the closing date 20 September 2023.

The first evaluation will take place on 3 April 2020. This signals EECA’s intention to get the Supplier Panel established for those Respondents who are ready and able to start testing from 1 July 2020.

From then on, the Evaluation Panel will convene as soon as practicable (but no later than two weeks / 10 working days) after any subsequent Proposal has been received and determined as eligible in the stage one evaluation process (administrative review).

SECTION 4: Price

4.1 Respondents' rates will not be scored

Respondents must provide their Price for tests in the first 12 months (1 July 2020 – 30 June 2021) in the Price per Unit column in Section 2 of the Response Form. Indicative prices are requested for subsequent years (1 July 2021 – 30 June 2024).

In situations where EECA considers rates are abnormally high or low, EECA will discuss and attempt to negotiate appropriate rates before making any decision to exclude a Respondent from further consideration.

4.2 Optional further due diligence

In addition to the above, we may undertake further due diligence checks on Respondents. The findings may be taken into account in the evaluation process.

Should we decide to undertake any of these, we will give reasonable notice to Respondents.

Tasks may include, but will not be limited to:

- Further reference checks (in addition to those nominated in the Proposal) of the Respondent organisation and named personnel with other clients they have worked with
- A request to scope and price a relevant project.

SECTION 5: Our Proposed Contract

The Proposed Contract that we intend to use for the appointment to the Panel is posted on GETS with this RFP.

You must let us know if you wish to question and/or negotiate any of the Terms or Conditions in the Proposed Framework Agreement, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position, you will be deemed to have accepted the Terms and Conditions in the Proposed Framework Agreement in full.

SECTION 6: RFP Process, Terms and Conditions

In managing this procurement, the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.

This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, [paragraph 1.6](#). Please check the changes that have been made for this RFP.

Words and phrases that have a special meaning are shown by the use of capitals, such as Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal. [Definitions](#) are at the end of this section.

If you have any questions about the RFP-Terms, please email our [Point of Contact](#).

Standard RFP process

Preparing and submitting a Proposal

6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in New Zealand dollars exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.

- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

6.2 Offer Validity Period

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

6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

6.4 Submitting a Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (such as correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate, and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.

- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
 - iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.

Assessing Proposals

6.5 Evaluation Panel

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

6.6 Third party information

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

6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.

- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the Terms and Conditions of the Proposed Contract
 - ii. the best value-for-money over the whole-of-life of the services.
- c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.

6.9 Negotiations

- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.

- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i. prepare a negotiation plan for each negotiation
 - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, Our Proposed Framework Agreement.

6.10 Respondent's debrief

- a. At any time after shortlisting Respondents, the Buyer will offer all Respondents who have not been shortlisted, a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Proposal was or was not successful
 - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Proposal's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the successful Proposal
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFP and the RFP process.

6.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.

6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.

- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.

Standard RFP conditions

6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

6.14 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.16 Anti-collusion and bid rigging

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

6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, Evaluation Panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

6.18 Confidentiality of RFP information

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

- 6.19 Costs of participating in the RFP process
- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.
- 6.20 Ownership of documents
- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
 - b. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
 - c. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.
- 6.21 No binding legal relations
- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
 - b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
 - c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii. the Proposal contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the RFP the Buyer may:
 - i. accept a late Proposal if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
 - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Proposal, or part of a Proposal
 - v. accept or reject any non-compliant, non-conforming or alternative Proposal

- vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
- vii. decide not to enter into a Contract with any Respondent
- viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
- ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
- x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
- xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.24 New Zealand law

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

6.25 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFP-Terms)
 - iii. all other Sections of this RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence, the later information or document will prevail.

DEFINITIONS

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

Advance Notice	A notice published by the Buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	<p>Information that:</p> <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted' c. is provided by the Buyer, a Respondent, or a third party in confidence d. the Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ul style="list-style-type: none"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.