



MINISTRY OF
YOUTH DEVELOPMENT
TE MANATŪ WHAKAHIATO TAIOHI
Administered by the Ministry of Social Development

Request for Proposals

Ākonga Youth Development Community Fund *Strengthening Ākonga Resilience to Achieve Better Education Outcomes*

MYD2020Ak001

RFP released: 16 November 2020

Deadline for Questions: 12 noon, 18 December 2021

Deadline for Proposals: 12 noon, 12 January 2021

SmartyGrants will open for responses to the RFP on Monday 23 November 2020

Ministry of Youth Development
– Te Manatū Whakahiato Taiohi
PO Box 1556
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This opportunity in a nutshell

What we need

The *Ākonga Youth Development Community Fund - Strengthening Ākonga Resilience to Achieve Better Education Outcomes (the Fund)* is available to support ākonga / learners (aged 12 to 21 years) who have been adversely affected by the impact of the COVID-19 pandemic to stay engaged in their education journey.

What's important to us

The Ministry of Youth Development (MYD) – Te Manatū Whakahiato Taiohi is seeking proposals from Iwi and community-based youth development organisations who have the capability, experience and infrastructure to deliver **innovative** programmes to support ākonga by:

- *providing holistic support to ākonga* to build self-esteem, belonging and identity, mental wellbeing and healthy relationships, all of which support ākonga to engage in their education;
- *working with ākonga, their whānau, and the wider community, including education providers*, to identify additional engagement barriers and help strengthen protective factors; and
- supporting ākonga through *a strengths-based youth development approach* to stay in education and/or support transitions to further training or employment.

Respondents must meet the pre-conditions in Section 3 and be committed to the principles of youth development on page 6.

Why should you put in a Proposal?

This is an opportunity for Respondents to deliver innovative solutions based on youth development principles, to support ākonga who have had their education journey adversely affected by the impact of COVID-19.

Collaborative Proposals with education providers / practitioners are encouraged to ensure ākonga and their whānau build positive relationships with community and education providers, and receive the right information and support to help them on their education journey.

Respondents will:

- have a proven history of national/regional/local programme delivery to at risk communities
- be skilled at connecting with disengaged ākonga and/or ākonga at risk of disengaging, and their whānau
- be able to identify the needs of local ākonga who are at risk of disengaging from education, due to the impact of COVID-19, and provide a way to address these needs.

A bit about us

MYD encourages and supports young people, aged between 12 and 24 years old, to develop and use knowledge, skills and experiences to participate confidently in their communities. MYD has the experience to undertake social procurement with community-based youth development providers and Non-Government Organisations (NGOs). MYD has strong relationships with, and knowledge of, the youth sector to support implementation of effective strengths-based youth-focused developmental services for young people.

Background - Youth development

MYD is committed to the principles of best practice in youth development. Youth development best practice by its very nature is constantly evolving and informed by peer-reviewed best practice and/or evidence-based research. The six principles that support the development of young people, and other relevant youth development resources (e.g. Mana Taiohi) are available at:

<http://www.myd.govt.nz/working-with-young-people/youth-development-approach.html>.

We encourage respondents to use the available resources to ensure the principles of best practice in youth development underpins your response/s.

SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified Respondents to submit a Proposal for the Ākonga Youth Development Community Fund - Strengthening Ākonga Resilience to Achieve Better Education Outcomes.
 - b. This RFP is a single-step procurement process.
 - 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 marketplace that does not submit a Proposal.'* Definitions are at the end of [Section 6](#).
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1.2 Our timeline

- a. Here is our timeline for this RFP.

Steps in RFP process:

Date:

Deadline for Final Questions from Respondents: 12 noon, 18 December 2020

Deadline for the Buyer to answer Respondents' questions: 23 December 2020

Deadline for all Proposals made on SmartyGrants: 12 noon, 12 January 2021

Unsuccessful Respondents notified: no later than March 2021

Anticipated Contract start date: no later than February 2021

All dates and times are local to Aotearoa New Zealand.



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. The Point of Contact will be checked regularly by MYD and we will manage all external communications through this Point of Contact.

- b. **Our Point of Contact**

Email address: Akonga_Fund@MYD.govt.nz



1.4 Developing and submitting your Proposal

- a. This is a contestable open tender process. The RFP sets out the step-by-step process and conditions that apply.
 - b. 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 resources on tendering, visit www.procurement.govt.nz/suppliers.
 - d. If anything is unclear or you have a question, please ask us to explain before the Deadline for Questions. Email our Point of Contact: Akonga_Fund@MYD.govt.nz
 - e. Proposals **must** be submitted through SmartyGrants before the stated closing time of **12 noon, 12 January 2021**. SmartyGrants will open for responses to the RFP on Monday 23 November 2020.
 - f. Respondents must register with SmartyGrants before beginning their proposal process. Registration gives you secure access to your forms on SmartyGrants and
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allows you to work on your Proposal over time rather than having to complete it all at once. Just remember to save your work regularly.

- g. Each Proposal submitted **must** include a completed declaration in SmartyGrants.
- h. Each Proposal **must** use the Pricing template.
- i. Check you have provided all information requested, and in the format and order asked for.
- j. Having done the work, don't be late – please ensure you submit your Proposal through SmartyGrants **before** the Deadline for Proposals! Late and Incomplete proposals will not be accepted.
- k. Proposals sent by email, post or fax, or hard copy format delivered to our office, will not be accepted.



1.5 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 three calendar months from the Deadline for Proposals.
- The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#). We have not made any variation to the RFP-Terms.



1.6 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide Respondents with additional information, we will let all Respondents know by placing a notice on the Government Electronic Tender Service (GETS) at www.gets.govt.nz
 - b. If you downloaded the RFP from GETS, you will automatically be sent notifications of any changes by email.
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SECTION 2: Our Requirements

2.1 Background – Ākonga Youth Development Community Fund

1. This procurement relates to the delivery of youth development programmes outside of traditional education settings (e.g. schools/kura) to support ākonga / learners (aged 12 to 21 years) who have been adversely affected by the impact of the COVID-19, to stay engaged in their education journey.
2. This procurement is being funded from the *Ākonga Youth Development Community Fund - Strengthening Ākonga Resilience to Achieve Better Education Outcomes (the Fund)*.
3. Proposals are being invited from Iwi and community-based youth development organisations. Collaborative Proposals from community and education providers/practitioners are encouraged to ensure ākonga and their whānau build positive relationships with community and education providers/practitioners, and receive the right information and support to help them on their education journey.
4. Youth development principles and relevant resources are noted on page 4 and are congruent with the whānau-centred approach of Whānau Ora.
5. The Fund is a partnership initiative between MYD and the Ministry of Education, and will be administered by MYD.

Funding Approach

6. Approximately **\$7.8 million** is available to distribute to eligible Respondents for programmes to be delivered between February 2021 to December 2022.
7. Depending on the scale and reach of the Proposal, funding ranging from 50% to 100% of programme costs will be considered.

Funding Categories

8. There are two funding categories:
 - A legal entity (i.e. organisation) who proposes to deliver a programme in one region will be considered in the **Local/Region Programme Category**.
 - A legal entity (i.e. organisation) who proposes to deliver a programme in two regions or more (including Collaborative Proposals) will be considered in a **National Programme Category**.
9. Respondents can only submit one Proposal for one category (i.e. one proposal in total). Collaborative Proposals must be led by one provider, adhering to the above conditions.

Innovation sought

10. This is an opportunity for innovative and responsive programme design and delivery, and/or innovative partnerships/collaborations. Collaborative Proposals from community and education providers/practitioners are encouraged to ensure ākonga and their whānau build positive relationships and receive good information and support to help ākonga on their education journey.

2.2 What we are buying and for whom

1. We are seeking Proposals from suitably qualified Respondents to deliver youth development programmes to support and empower ākonga (aged 12 to 21 years) who have been impacted by COVID-19 (including Alert level changes) to stay engaged in their education journey.

2. In line with the Government's Youth Plan¹, the Fund will also have a particular focus on the following groups of young people:
 - rangatahi Māori
 - Pacific young people
 - rainbow young people
 - disabled young people.

2.3 What we require: the solution

1. The programmes supported by the Fund will be measured against the following outcomes:
 - Ākonga will have an increased level of engagement in their learning and aspiration for their future or will have transitions to further training or employment
 - Ākonga will have stronger connections with community (e.g. youth and support services).
2. The measure of success for ākonga will be different and dependent on the level of support needed, their engagement in the programme, and their aspirations.
3. We are seeking innovative solutions that will support ākonga by:
 - *providing holistic support to ākonga* to build self-esteem, belonging and identity, mental wellbeing and healthy relationships, all of which support ākonga to engage in their education;
 - *working with ākonga, their whānau, and the wider community, including education providers*, to identify additional engagement barriers and to strengthen protection factors;
 - supporting ākonga through *a strengths-based youth development approach* to stay in education and/or support transitions to further training or employment.
4. Collaborative Proposals from Iwi or community-based youth development organisations and education providers/practitioners is encouraged to strengthen capacity.
5. Programmes must be of at least ten weeks duration each year and end in December 2022.
6. The focus for:
 - younger participants (aged 12-15 years) will be on increasing their confidence in their learning environments;
 - older participants (aged 16-21 years) will be on having a clear plan and pathway for their futures; and
 - all participants, increasing their connections to their whānau, Iwi, community and/or other support services including schools/kura, health and youth services.
7. Respondents with programmes that are readily available, or able to start operating or expanding quickly to ensure that ākonga receive support as soon as possible to meet immediate needs, are likely to be well placed to develop innovative arrangements such as collaborative partnerships and new programme components that meet an existing gap and need within the community.
8. Respondents must declare other government funding they receive for similar programmes and/or similar cohorts and must clearly explain how their proposed programme will differ. This could include scaling up the initiative to include a wider cohort/whānau and communities/other geographical locations where the initiative can be undertaken safely

¹ <http://www.myd.govt.nz/young-people/youth-plan/youth-plan.html>

during different COVID-19 Alert Levels, through the development of online platforms or other innovative approaches.

2.4 What we require: capacity

1. We are seeking Respondents who:

- are a legally recognised Aotearoa New Zealand-based organisation i.e. registered on one of the registers managed by the New Zealand Companies Office, or set up under separate legislation
- have or are applying for an MSD Social Service Accreditation (SSA) of Level 3, 2 or 1 prior to being contracted

The purpose of Social Services Accreditation (SSA)² is to provide government and communities with independent assurance that social service providers, including Iwi and community-based youth development organisations can deliver safe, quality services to New Zealanders.

SSA assesses organisations against a set of standards at a level that reflects the type of services they deliver. This means that government agencies and the provider's clients can be confident in the services that are delivered. This is often under legislation such as staff recruitment and selection policies should comply with fair employment practices as determined in the Employment Relations Act 2000.

Accreditation Levels are assigned to a service type depending on a number of factors, including, but not limited to:

- *the level of perceived risk around the young people's safety*
- *the vulnerability of the young people*
- *the supervision and qualification requirements of a service*
- *the level of young people's independence or dependency.*

Level 3 accreditation is required for programmes or projects that:

- *work with young people who may be considered vulnerable or at risk*
- *work with young people in unsupervised or one-to-one situations*
- *collect personal information about the young people.*

Additionally, if an organisation intends to run adventure based learning or overnight stays then they will also be required to meet the [Specialist Camps and Outdoor Pursuits Standard³](#).

2. The preferred Respondents will have a history of effective national/regional/local programme delivery to at risk communities and can provide information about:

- the target group, participant numbers, timelines, budget and outcomes expectations of similar programmes
- the organisation's size, structure and annual operating budget as a demonstration of capacity to deliver the programme in full, on time, and to budget
- the operational and financial systems to track and manage delivery and outcomes.

3. Collaborative Proposals from Iwi or community-based youth development organisations and education providers/practitioners is encouraged to strengthen capacity.

2.5 What we require: capability

1. We are seeking Respondents who:

- a. are skilled and experienced youth development practitioners

² www.msd.govt.nz/what-we-can-do/providers/social-services-accreditation/accreditation-standards.html

³ <https://www.msd.govt.nz/documents/what-we-can-do/providers/approvals/l1-l2-l3-msd-specialist-accreditation-standards-outdoor-pursuits-programmes.pdf>

- b. are skilled at connecting with disengaged ākonga and their whānau and/or ākonga at risk of disengaging and their whānau, to ensure ākonga have holistic and coordinated support on their education and wellbeing journey for up to two years
- c. are skilled at designing and delivering innovative programmes to at risk ākonga
- d. can identify the needs of ākonga who are at risk of disengaging from education, due to the impact of COVID-19 (including shifts in Alert Levels)
- e. can provide evidence that their personnel have appropriate qualifications and experience to deliver their proposed programme, and
- f. have or can develop programmes (including programme delivery) of no less than ten weeks per year that satisfy (i) to (iii) below:
 - i. Include **holistic support to ākonga** through building self-esteem, belonging and identity, mental wellbeing and healthy relationships all of which support ākonga to engage in their education. For example,
 - support ākonga who have shown increases in anxiety, mental distress, verbal and/or physically aggressive and or challenging (violent, truant or anti-social) behaviour since lockdown, and/or
 - develop pathways for ākonga, with high levels of anxiety as a result of COVID-19, to re-enter into education.
 - ii. **Work with ākonga, their whānau, and the wider community, including education providers** (e.g. schools, alternative education, education training providers, kura), to:
 - identify additional engagement barriers for individual ākonga, and
 - help build/strengthen one or more of the following protective factors:
 - quality relationships (ākonga engaged for at least ten weeks)
 - support ākonga to develop/learn skills and experience success with aspirational goals
 - strengthen ākonga community connections, mana and sense of identity
 - improve supports that safeguard and promote ākonga wellbeing, in some cases reflecting a Māori worldview (Te Ao Māori) of wellbeing and responding to the barriers to wellbeing experienced by ākonga.
 - iii. **Support ākonga through a youth development approach** to stay in education and/or support transitions to further training or employment to leverage off other initiatives that support the All of Government recovery response to COVID-19.

2.6 Contract term

1. We anticipate that the Contract will commence no later than February 2021.
2. All Contracts will end in December 2022.

2.7 Key outcomes

1. The key outcomes that we want to achieve are:
 - Ākonga will remain engaged or have an increased level of engagement in their learning and aspiration for their future or will have transitioned to further training or employment
 - Ākonga will have stronger connections with their community (e.g. health and youth services).

2. The measure of success for ākonga will be different and dependent on the level of support needed, their engagement in the programme, and their aspirations.
3. We welcome Respondents' input on how they will report on outcomes for the target group/s of ākonga in their programme.

2.8 Programme Evaluation

1. MYD will undertake an evaluation of the Fund in 2021 and 2022. All successful Respondents will be expected to participate in the evaluation and will be advised in writing of the details closer to the time.

2.9 Reporting and monitoring

Participant surveys

1. Successful Respondents will be required to survey ākonga participants at the beginning of, during, and at the end of the programme.
2. The survey will measure how ākonga participants' attitudes toward their education and wellbeing indicators have changed during their time in the programme.
3. Successful Respondents will be expected to support and/or enable participants to complete the online Participant Feedback Survey supplied by MYD.

Provider Progress Reports

1. These progress reports will include information about participants, their progress towards achieving programme outcomes, and an update on programme delivery.
2. Progress reports will be due within ten working days following the last day of each school term, or otherwise agreed, and in a format provided by MYD.

2.10 Other information

Payment

1. Payment will be made on successful delivery of progress reports and on invoice.

Intellectual property

2. Existing Intellectual Property will remain the property of the Respondent. Any Intellectual Property arising as a result of the Contract will be recorded by the Respondent.

Not eligible for participation in programmes funded through the Ākonga Youth Development Community Fund

3. Ākonga enrolled in any other Ministry of Social Development funded service such as Youth Services for Not in Education, Employment or Training (NEET).

Not eligible for funding

4. Activities that will generate profit.
5. One-off gathering, hui, training event or award ceremony (these may be funded as part of a wider youth development programme but not in isolation).
6. A project or programme that has already been completed.
7. Programmes that promote religious, political or commercial objectives.
8. The purchase of land or major capital items.
9. Overseas travel.
10. Any other costs prohibited under the Public Finance Act 1953.

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria). Price is not a weighted criterion. This means that Proposals that are capable of full delivery on time will be shortlisted by score and an overall assessment of best value-for-money over the whole-of-life of the Contract.

3.2 Pre-conditions

Each Proposal must meet the following pre-condition. Proposals that fail to meet this will be eliminated from further consideration.

#	Pre-condition
1.	Respondents must be a legally recognised organisation in Aotearoa New Zealand.

3.3 Evaluation criteria

Proposals that meet the pre-condition will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
1. Fit for purpose/proposed solution	40%
Clearly describe the proposed Solution including the needs of at risk ākongā, aspects of the solution that are innovative, and benefits to ākongā, their whānau and/or communities.	
Clearly explain how the proposed Solution meets or exceeds the RFP requirements, especially: <ul style="list-style-type: none"> holistic support for ākongā strengths-based youth development approach, and work with ākongā, their whānau, and the wider community, including education providers. 	
Clearly describe all the significant risks associated with your Solution and how you plan to mitigate them (prevent them from happening) and manage them (in the event they do happen).	
2. Capability of Respondent to deliver	30%
Clearly describe how you will work with disengaged ākongā, their whānau, and the wider community, including education providers, using a youth development approach to deliver the Solution.	
List the relevant qualifications and experience of named personnel who will deliver the Solution.	
List any collaborative arrangements and/or networks and clearly describe how they will strengthen delivery of the Solution.	

3. Capacity of the Respondent to deliver	30%
Clearly describe your organisation’s track record in delivering similar programmes (e.g. participant numbers, target group, quality of outcomes, whether delivered on time, to specification and within budget).	
Clearly describe your organisation’s size, structure and annual operating budget. Explain why this is sufficient to support delivering the programme in full, on time, to budget with the outcomes proposed.	
Provide information about your operational and financial systems to track and manage delivery and outcomes.	
Total weightings	100%

3.4 Scoring

The following scoring scale will be used in evaluating Proposals. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent’s relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations about the respondent’s relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

3.5 Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit-for-purpose, target group reach, innovation, quality, on time delivery, quantity and price.

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.6 Evaluation process and due diligence

SSA at Level 3, Level 2 or Level 1 is expected to meet MYD's due diligence requirements. If for any reason we decide to undertake further due diligence of any shortlisted Respondents, we will advise the Respondent of our intentions.

SECTION 4: Pricing information

4.1 Pricing and budget information to be provided by Respondents

Respondents are to provide their price as part of their Proposal using the pricing template in SmartyGrants. In submitting the Price (i.e. budget), the Respondent must meet the following:

- a. the pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price exclusive of GST.
- b. where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- c. in preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- d. Respondents must document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
- e. Respondents must declare other government funding they receive for similar programmes and/or similar cohorts and provide information on how the proposed programme will differ.
- f. prices should be tendered in NZ\$. Contractual payments will be in NZ\$.
- g. where two or more Respondents intend to lodge a joint or consortium Proposal, the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

The pricing or budget schedule below is an example for Respondent guidance.

Item	Unit price excluding GST	Number	Sub-total excluding GST
Personnel	[\$ X]		[\$ X]
Administration & Overheads	[\$ X]		[\$ X]
Programme delivery			[\$ X]
• Activities	[\$ X]		[\$ X]
• Community meetings	[\$ X]		[\$ X]
Monitoring & reporting	[\$ X]		[\$ X]
Other (specify)			
Total			[\$ X]

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The Proposed Contract that we intend to use for the purchase and delivery of the Requirements is the Standard Terms and Conditions—Outcomes Agreement

In submitting your Proposal, you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract 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 Contract in full.

NOTE: INDICATIVE CONTRACT ONLY

Outcome Agreement

between

**Ministry of Social Development in respect of the Ministry of
Youth Development**

and

Provider Legal Name

for

Ākonga Youth Development Community Fund

Outcome Agreement Number	MYDN-21-xxxxx
Commencement Date	xx February 2021
Term	Two years
Expiry Date	31 December 2022
Annual Outcome Agreement Price (excluding GST)	\$xx.xx – 2021 \$xx.xx – 2022
Total Outcome Agreement Price (excluding GST)	\$xx.xx

Please note these amounts exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Outcome Agreement.

Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development in respect of the Ministry of Youth Development (**Purchasing Agency**).

Provider Legal Name incorporated under the Companies Act 1993 and having its registered office at physical registered address (**the Provider**).

Introduction

- A The Framework Terms and Conditions (2nd edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at <https://www.procurement.govt.nz/assets/procurement-property/documents/2nd-edition-framework-terms-conditions.pdf>
- B This Outcome Agreement describes the:
- (i) Outcome to be achieved;
 - (ii) Services that the Provider will provide to contribute towards achieving that Outcome; and
 - (iii) the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

It is agreed:

1 Relationship between this Outcome Agreement and the Framework Terms and Conditions

- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9 of this Outcome Agreement).
- 1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 1.3 The Introduction above forms part of this Outcome Agreement.

2 Term of this Outcome Agreement

- 2.1 This Outcome Agreement will commence on **xx February 2021** and end on **31 December 2022** unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency may extend the term of this Outcome Agreement for further periods by giving the Provider notice it wishes to extend the term, at least 30 days before the date when the term would otherwise expire.

3 Services

- 3.1 The Provider will provide the Services described in Service Schedule A and Appendix 1.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out by the Purchasing Agency. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
- 3.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

4 Payment

- 4.1 Subject to the Purchasing Agency's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times specified in Appendix 5.

5 Contract management

- 5.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.
- 5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.

6 New IP

- 6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP that is to be owned by the Purchasing Agency will be recorded in Appendix 6.
- 6.2 Any agreed uses of New IP are recorded in Appendix 6.

7 Privacy of personal information

- 7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in this Outcome Agreement.

8 Relationship Managers and contact details

8.1 Each Parties postal address, email address, phone number and Relationship Manager details is set out below:

Purchasing Agency:

Contract Manager:	Name
Designation:	Title
Address:	Address
Mobile phone:	xxx
Email:	email

Provider:

Relationship Manager:	Name
Designation:	Title
Address:	Address
Phone:	xx
Mobile phone:	xx
Email:	email

SERVICE SCHEDULE A

Ākonga Youth Development Community Fund: Service Description

1 Background

- 1.1** The Ākonga Youth Development Community Fund - *Strengthening Ākonga Resilience to Achieve Better Education Outcomes* (the Fund) was approved by Cabinet to support ākonga impacted by COVID-19 who are at risk of disengaging, or who have already disengaged from their education learning. Cabinet have approved funding over the next two years to support community-based youth development programmes that are delivered outside of traditional education settings (e.g. schools/kura). The Ministry of Youth Development is responsible for administering the Fund and will work in partnership with the Ministry of Education.

2 Aims of the Service

- 2.1** The aim of this Service is to engage, identify, and provide additional support to ākonga (aged 12 to 21 years) who have had their education impacted by COVID-19, and who are at risk of disengaging from their education or who have disengaged from their education learning and have no pathway into further training or employment.
- 2.2** It is expected that through community-based youth development support services, ākonga will achieve an improvement in their wellbeing through participation in quality, positive youth development initiatives.

3 Outcomes of the Service

- 3.1** As a result of the Service, ākonga will be expected to:
- (a) have an increased level of engagement in their learning and aspiration for their future, or have transitioned to further training or employment
 - (b) have stronger connections with whānau, Iwi, community and other support services including schools, health and youth services
 - (c) have a positive experience with the Service.

4 Target Group

- 4.1** The target group for the Service, and those eligible for the Service, are ākonga (aged 12 to 21 years) who:
- (a) have had their learning impacted as a result of COVID-19 and Alert Level changes in Aotearoa New Zealand, and/or
 - (b) are at risk of disengaging from their education.
- 4.2** In line with the Government's Youth Plan, the fund will also have a particular focus on the following priority cohorts:
- (c) Rangatahi Māori
 - (d) Pacific young people
 - (e) Rainbow young people
 - (f) Disabled young people.
- 4.3** Ākonga who are enrolled in any other Ministry of Social Development funded service such as Youth Services for NEET services are not eligible to participate in the Service.

5 Service Value, Volume and Capacity

- 5.1** The maximum funding value for this Service is \$xxx.xx (GST Exclusive) over the term of this Outcome Agreement.

- 5.2** The Services will be delivered to a maximum of **xx eligible ākonga** per year during the term of the Outcome Agreement.
- 5.3** It is the responsibility of the Provider to manage their activity in accordance with agreed levels of service. Where the Provider exceeds the agreed Service volume, the Ministry is under no obligation to make payment for the additional places achieved, unless this has previously been agreed by the Parties in writing.

6 Service Delivery

- 6.1** The Provider shall provide the Service in the following areas: location.
- 6.2** The Provider shall not charge ākonga for any of the Services provided under this Outcome Agreement.
- 6.3** The Provider is responsible for identifying and confirming eligible ākonga as specified in the Target Group and providing this information to the Purchasing Agency as specified in Appendix 3 and in accordance with the Privacy Act 1993.

7 Service Content

- 7.1** The Provider will deliver the Services under this Outcome Agreement and as specified in Appendix 1 – Provider Service Description.
- 7.2** The Provider will develop and maintain positive working relationships with existing services and organisations, including Government Departments, particularly local Work and Income Service Centres, the Ministry of Justice, Department of Corrections and the Ministry of Education, schools, family and whanau, iwi and community groups, training providers and employers in their area.
- 7.3** The Provider and the Purchasing Agency agree to maintain a close working relationship with regard to the Services provided under this Outcome Agreement. The progress of the Service and issues arising with any aspect of the Service, including access to activities or services that ākonga may require, will be discussed in an on-going manner with the aim of resolving any issues as soon as practicable.
- 7.4** While the essential elements of the Service will be similar for many ākonga, the Provider will ensure that the degree of engagement and support is tailored to be appropriate to the needs of the individual and their personal situation.
- 7.5** The Service will be delivered in an environment that is positive, respectful and encourages ākonga to take responsibility for their actions and builds their capacity and resilience for achieving realistic goals.

Appendix 1 – Provider Service Description

Outcome (Population)
<p>The Ministry of Youth Development is administered by the Ministry of Social Development. By providing the Services under this Outcome Agreement, the Provider will contribute to the Ministry of Youth Development’s Delivering for Youth Development outcome to achieve an improvement in the wellbeing of young people aged 12 to 24 years, through their participation in quality, positive youth development initiatives.</p> <p>The Ākonga Youth Development Community Fund - Strengthening Ākonga Resilience to Achieve Better Education Outcomes will support and empower ākonga/rangatahi (aged 12 to 21 years) in need of additional support to stay engaged in their education journey due to the impact of COVID-19, through Iwi and community-based youth development programmes that are delivered outside of traditional education settings (e.g. schools/kura).</p> <p>The outcomes we want to achieve:</p> <ul style="list-style-type: none"> • Ākonga have an increased level of engagement in their learning and aspiration for their future, or have transitioned to further training or employment. • Ākonga have stronger connections with whānau, Iwi, community and other support services including schools, health and youth services. <p>The impact we want to make:</p> <ul style="list-style-type: none"> • Younger ākonga (aged 12 to 15 years) have increased confidence in their learning environments • Older ākonga (aged 16 to 21 years) have a clear plan for their futures. • Participants feel connected to their whānau, iwi, community and/or other support services.

Service Description	
<p>Based on successful respondents proposal</p> <p>And including</p> <p>Evaluation of Ākonga Youth Development Community Fund</p> <p>The Purchasing Agency will undertake an evaluation of the Service and Fund in 2021 and 2022. The Provider agrees to participate in the evaluation and will be advised in writing of the details from the Purchasing Agency closer to the time.</p>	
Service Location	Location/s
Number of individual rangatahi (aged 12 to 21) for 2021	xx
Number of individual rangatahi (aged 12 to 21) for 2022	xx
TOTAL INDIVIDUAL RANGATAHI (AGED 12 TO 21)	xx
Total Amount for 2021	\$xx
Total Amount for 2022	\$xx
TOTAL OUTCOME AGREEMENT AMOUNT	\$xx

Please note these payments exclude GST. However, payments for GST registered Providers will have GST added subject to the terms and conditions of an Outcome Agreement.

Appendix 2 – Monitoring by the Purchasing Agency

The Purchasing Agency will monitor the Providers performance and services through regular reporting as specified in Appendix 3 and a series of onsite visits as specified in the table below.

Year of visit	Month of visit	Kanohi Ki Te Kanohi Visit Due Date
2021	April 2021	Or as otherwise agreed between the Parties
	October 2021	Or as otherwise agreed between the Parties
2022	April 2022	Or as otherwise agreed between the Parties
	October 2022	Or as otherwise agreed between the Parties

The monitoring visits are an opportunity for the Purchasing Agency to view the programmes in action and to hear from ākonga participants and the Provider regarding achievements, lessons learned and future aspirations.

Appendix 3 – Regular reporting by the Provider

The Provider shall provide the Purchasing Agencies nominated Contract Manager with the following reports as specified in the table below.

Reporting and monitoring will be an opportunity for constructive two-way dialogue that will inform and strengthen programme delivery and monitoring.

Reporting Required		Date Due
Ākonga Enrolment Surveys	Supplied to the Provider by the Purchasing Agency	Upon enrolment to the Providers Service
Ākonga Participation Surveys	Supplied to the Provider by the Purchasing Agency	Within 10 working days following the end of the Service
Provider Progress Reports	Supplied to the Provider by the Purchasing Agency	Within 10 working days following the last day of each school term Or as otherwise agreed between the Parties
Annual Financial Report	Supplied by the Provider and approved by the Providers appropriate delegated authority	By 31 December for each calendar year

Ākonga Enrolment and Participation Surveys

The Provider shall support ākonga to complete Ākonga Enrolment and Participation surveys.

Provider Progress Reports

The Provider Progress report will focus on participant numbers, programme activities, changes in attitudes and aspirations for ākonga (and whānau and communities) over the reporting period; risks, challenges; and connections made with education, training and employment providers. The Provider shall provide the Purchasing Agency these reports within 10 working days following the last day of each school term or as otherwise agreed between the Parties.

The final Provider Progress report will be an end of contract report that includes provider reflections on programme design and delivery, issues and solutions, remaining challenges and outcomes achieved during the course of the contract.

Annual Financial Report

The Provider shall prepare for each calendar year an income and expenditure report for the Service for each calendar year, that includes all sources of income due no later than **31 December 2021** and **31 December 2022**.

Appendix 4 – Regular Audits or Accreditation of the Provider

Audit or Accreditation Review: Social Sector Accreditation Standards Level	Review Cycle Frequency (risk dependent)
Level One	6 months – 1 year
Level Two	2 years
Level Three	2 – 3 years
Level Four (Self-Assessment)	2 years
Level Five (Self-Assessment)	Not applicable

Appendix 5 – Payment for Service/s

Year One x February 2021 to 31 December 2021 payment schedule

Payment Number	Payment Dates and Conditions	Instalment Amount
1	Following the signing of an Outcome Agreement by both Parties and upon receipt of a valid itemised Tax Invoice.	\$xx.xx
2	End of Term One 2021 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
3	End of Term Two 2021 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
4	End of Term Three 2021 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
5	End of Term Four 2021 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
Total amount for Year One		\$xx.xx

Please note these payments exclude GST. However, payments for GST registered Providers will have GST added subject to the terms and conditions of an Outcome Agreement.

Year Two 1 January 2022 to 31 December 2022 payment schedule

Payment Number	Payment Dates and Conditions	Instalment Amount
1	From 1 February 2022 upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
2	End of Term One 2022 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
3	End of Term Two 2022 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
4	End of Term Three 2022 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
5	End of Term Four 2022 – upon receipt of a valid itemised Tax Invoice and satisfactory report(s) are received in accordance with the requirements outlined in Appendix 3.	\$xx.xx
Total amount for Year Two		\$xx.xx

Please note these payments exclude GST. However, payments for GST registered Providers will have GST added subject to the terms and conditions of an Outcome Agreement.

TOTAL OUTCOME AGREEMENT AMOUNT	\$xxx.xx
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Please note these payments exclude GST. However, payments for GST registered Providers will have GST added subject to the terms and conditions of an Outcome Agreement.

Appendix 6 – New IP

Not applicable.

Appendix 7 – Changes to the Framework Terms and Conditions

The Purchasing Agency and Provider agree that despite the provision on the accreditation reviews in the Framework Terms and Conditions (see clause 5.6 of the Framework Terms and Conditions), the Accreditation Review for Level One of the Social Sector Accreditation Standards will be every six months unless otherwise agreed by the Purchasing Agency (see Appendix 4 of this Outcome Agreement).

Accreditation Status means accreditation at levels 1 to 4 under the Social Sector Accreditation Standards.

Appendix 8 – Additional Terms to the Framework Terms and Conditions

The Purchasing Agency and Provider agree that the following additional terms form part of this Outcome Agreement:

8.1 Social Sector Accreditation Status and Reviews

- (a) The Provider shall maintain their required Accreditation Status for the provision of Services for the term of this Outcome Agreement.
- (b) The Purchasing Agency shall disclose to the Provider any changes to the Social Sector Accreditation standards.
- (c) If the Provider's Accreditation is suspended, this Outcome Agreement will be suspended without further notice under the Framework Terms and Conditions. If the Provider's Accreditation is revoked or relinquished this Outcome Agreement will come to an end without further notice.
- (d) The Purchasing Agency may conduct an Accreditation Review of the Services, or the Provider's practices, operational and financial policies, procedures and systems.
- (e) The Purchasing Agency shall:
 - i. give the Provider at least two Business Days' notice of any Accreditation Review;
 - ii. visit during working hours or other reasonable times depending on the matter being reviewed; and
 - iii. provide the Provider with a copy of any report on the Accreditation Review.

8.2 Health and Safety at Work Act 2015

The Provider will:

- (a) Consult, cooperate and coordinate with the Purchasing Agency to the extent required to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Outcome Agreement.
- (b) Perform its, and ensure that its Personnel perform their, obligations under the Outcome Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- (c) Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security.
- (d) Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for Levels 1 to 4 Service/s only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, the Outcome Agreement.

SECTION 6: RFP Process, Terms & Conditions

Standard RFP process



Preparing and submitting a Proposal

6.1 Preparing a Proposal

- a. Respondents are to use SmartyGrants 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 NZ\$ 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 provider 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 on SmartyGrants on or before the Deadline for Proposals. MYD will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. 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.

Assessing Proposals



6.5 Evaluation panel

- h. 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. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or 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, the Proposed Contract.



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 submission 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 submitted via SmartyGrants 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.
- a. 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.

Ākonga	Ākonga is used to mean learner or learners in this context.
Ākonga Youth Development Community Fund	This is the working title and emphasises the youth development focus and community-based delivery of the MYD programme: <i>Strengthening Ākonga Resilience to Achieve Better Education Outcomes</i>
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 weekday in Aotearoa New Zealand, excluding Saturdays, Sundays, Aotearoa 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 MYD who 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 in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none">is by its nature confidentialis marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'is provided by the Buyer, a Respondent, or a third party in confidencethe Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ol style="list-style-type: none">actual: where the conflict currently existspotential: where the conflict is about to happen or could happen, orperceived: 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.
Local/Region Programme Category	The submission category for a legal entity (i.e. organisation) who proposes to deliver a programme in one region.
National Programme Category	The submission category for a legal entity (i.e. organisation) who proposes to deliver a programme in two regions or more. This includes collaborative Proposals being delivered in two regions or more.
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	This acronym stands for 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	This 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, Iwi, community-based youth development 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 marketplace that does not submit a Proposal.

Response Form	The form and declaration on SmartyGrants 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.
Two years	The funding is time-limited for two academic years (i.e. 2021 and 2022).
