



Invitation to Pitch

Innovative solutions that contribute towards
Housing New Zealand's key objectives

Invitation to Pitch released: 7 June 2017

Deadline for Pitches: 7 July 2017

Deadline for Presentations: 8 September 2017

Address for submitting Pitches and
Presentations: www.tenderlink.com/hnzc/

Contact : itp.procurement@hnzc.co.nz

Address: Housing New Zealand
Corporation
PO Box 2628
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This opportunity in a nutshell

What we are looking for

Housing New Zealand Corporation (**HNZ**) and our wholly owned subsidiaries Housing New Zealand Limited and HLC (2017) Limited (**HLC**) (together **HNZ**) are looking to partner with suppliers, service providers and/or developers in the market to deliver new and innovative solutions which will contribute towards HNZ's objectives of:

- increasing the pace and scale of housing supply, particularly in the Auckland region;
- improving the quality of our homes; and
- making best use of our homes.

We are doing this in order to contribute to HNZ's goal of producing the right mix of quality homes in the right location to meet demand and tenant needs. This includes our existing tenants, as well as first home buyers and those in the market for affordable housing.

HNZ is making good progress towards its objectives and our work is well supported by our existing partners and suppliers. HNZ has a number of successful arrangements and well-established traditional procurement channels which we will continue to use.

This Invitation to Pitch (**ITP**) is a new procurement initiative under which HNZ is soliciting ideas and proposals (**Pitches**) from potential suppliers and partners who can assist HNZ by proposing new and innovative solutions to add to our existing arrangements. In running this procurement process, HNZ does not have any prescribed views about the types of Pitches we want to receive. Rather, HNZ is open to receiving a range of new ideas, from new housing developments, to innovative methods to maintain our current housing stock, to ways to improve the support available to our tenants.

Examples of the types of Pitches HNZ would welcome are as follows:

- development proposals;
- mixed ownership developments that contribute to the supply of affordable homes;
- solutions to reduce build costs;
- high density and high need tenancy management (including design options);
- partnerships for the provision of aged-care services; and
- small-to-medium-scale leasing opportunities with iwi and/or community providers.

Process overview

This is not a typical procurement process. It has been designed in a manner that enables HNZ to take a more open, flexible and solution based approach to procurement, which is open and fair and minimises cost to Respondents. The procurement process is structured around the following three “Ps”:



The Pitch: Respondents are invited to pitch a brief, high-level overview of the solution (**Solution**) they offer and how it contributes towards HNZ’s objectives.

HNZ will evaluate the Pitches to assess whether the Solution has the potential to contribute towards HNZ’s objectives, has the potential to achieve value for money and whether there is sufficient clarity and commitment regarding the Respondent’s capability to deliver the Solution. HNZ will also exercise its business judgment in deciding whether to progress a Pitch. Selected Respondents will be invited to the next stage and to submit a Presentation.

Respondents will be provided feedback on their Pitches, and selected Respondents will be advised of any areas that need to be developed for the Presentation stage, including (where applicable or appropriate) to address HNZ business considerations and any particular health and safety matters or contractual requirements relevant to progressing their Solution.



The Presentation: Based on the evaluation of Pitches, selected Respondents will be invited to submit a Presentation. The Presentation will involve a written proposal which outlines the Solution in more detail and may also involve a meeting at which the Solution is outlined in person.

The Presentation stage will involve a detailed evaluation by HNZ to assess whether the Solution contributes towards HNZ’s objectives, achieves value for money and whether the Respondent has the capability to deliver the proposed offering, including (if applicable) whether the Respondent has adequately addressed the matters raised by HNZ in its feedback. The Evaluation Panel will also exercise its business judgment as to HNZ’s business considerations to identify its recommended Respondents. These will be submitted to the Executive Team, which will apply its business judgment to determine which of the recommended Presentations are the most suitable to progress to the Partnership stage, with the ultimate decision being made by HNZ’s Chief Executive (or appropriate person with delegated authority).



The Partnership: Respondents who are successful in the Presentation stage will be invited by HNZ to enter into negotiations to agree the key commercial terms in a term sheet and then finalise appropriate contractual arrangements (for the provision of any goods, services or works as the case may be).

Respondents will be informed of the expected process for the Partnership stage, which will be tailored by HNZ according to what steps are needed to progress an individual Respondent’s Presentation to final contract form.



Why you should Pitch

This is a unique opportunity to be part of the provision of social housing in New Zealand and present new ideas on how you might contribute towards HNZ's objectives. This is your opportunity to be involved in developing a Solution that will bring benefits to New Zealanders.

The open nature of this ITP means that Respondents can play to their strengths and submit Pitches that they consider to be effective and meaningful contributions.

What you can expect from HNZ

HNZ is looking to progress any Pitch that contributes to our objectives, provides value for money, is capable of delivery and meets our business needs. In undertaking this innovative approach to procurement, HNZ is committed to running an open and fair procurement process for all prospective Respondents.

Evaluation approach

We have designed this procurement process to minimise the cost to Respondents. While we encourage well considered Pitches, we do not intend for Respondents to invest significant time and money in submitting the initial Pitch. Rather, these Pitches are intended to give us a high-level overview of the Solution that Respondents can offer. If we can see the potential in a Respondent's Pitch it can be developed in more detail for assessment in the Presentation stage.

HNZ will use objective criteria to evaluate potentially very different Solutions and will exercise business judgment to progress selected Respondents. Feedback will also be given to all Respondents and HNZ will be open and transparent in its dealings with Respondents. Details are outlined in this ITP.

No set monetary limits

There are no set maximum or minimum monetary limits which apply to Solutions. Nevertheless, scale is a factor and budgetary limits may apply. If this is a relevant factor, HNZ will provide its views during feedback.

Contract duration

HNZ is open to entering into contractual arrangements of varying lengths. The contract duration will often be determined by the nature of the Solution in question and the objective(s) it is contributing towards. HNZ acknowledges that some Solutions may be on-going in nature. If contract duration is not readily apparent from the nature of the Solution, HNZ will provide its view on contract duration during its feedback on the Pitch.

Intellectual Property and Confidential Information

HNZ will ensure that your Intellectual Property is protected. Unless agreed otherwise, any Intellectual Property rights that may exist in Pitches and Presentations will remain the property of the Respondent, or any other person so identified within the Pitch or Presentation (but copies may be made for the purpose of evaluation and retained in accordance with record keeping obligations). While Intellectual Property will be protected in this manner, this does not preclude HNZ from continuing to progress initiatives and ideas that it has already originated or developed internally prior to receiving Pitches or Presentations that may cover similar content. When submitting a Presentation, Respondents are to identify any idea or concept that they consider to be Intellectual Property belonging to the Respondent. HNZ will promptly revert to the Respondent if we do not consider that any Intellectual Property is held in the marked content.

HNZ is also mindful that Respondents will wish to keep their Confidential Information protected. At all stages of the procurement process, HNZ will treat all Confidential Information submitted by and/or discussed with a Respondent as commercially confidential.

HNZ is subject to obligations under the Official Information Act 1982 and other public accountability mechanisms. However, where HNZ receives a request for information that may relate to a Respondent's Intellectual Property or Confidential Information, we will consult with Respondents to ensure that, where appropriate in light of our statutory responsibilities, such information is not disclosed.

Probity

The procurement process outlined in this ITP complies with the *Government Rules of Sourcing* and probity principles.

A Probity Advisor (Bell Gully) has been appointed by HNZ to advise on the procurement process and on the application of, and adherence to, probity principles. A Probity Auditor (Audit New Zealand) has also been appointed to provide assurance that probity principles, policies and procedures are being followed. If any potential Respondent wishes to raise concerns about the procurement process, these should be raised in writing at the earliest opportunity with the Probity Auditor.

Enduring process

HNZ intends for the ITP to be an enduring process and therefore expects to periodically release a new ITP. This will enable Pitches to be submitted regularly and allow HNZ to evaluate Pitches on a stipulated timetable. However, Respondents wishing to submit a Solution in this round must do so in accordance with the timetable set out in this ITP.



Section 1: Key Information

1.1 Context

- a. This is an invitation to suitably qualified potential partners to submit a Pitch in response to our ITP.
- b. There are three stages to this ITP:
 - Respondents are invited to submit a **Pitch** outlining their Solution.
 - Following evaluation of the Pitch, Respondents will be advised whether they have secured an opportunity to submit a **Presentation** to HNZ.
 - Following the Presentation stage, the **Partnership** stage commences with successful Respondents and appropriate contractual arrangements between HNZ and prospective partners will be negotiated.
- c. Words and phrases that have special meaning are shown by the use of capitals. Definitions are at the end of Section 4.

1.2 Our timeline

- a. Here is our timeline for this ITP:

Steps in ITP process	Date and time
ITP released on GETS and Tenderlink	7 June 2017
Deadline for Respondent questions (Pitch stage)	23 June 2017
Deadline for HNZ to answer questions submitted	28 June 2017
Opening date for submitting Pitches	3 July 2017
Deadline for Pitches	1pm on 7 July 2017
Respondents notified of status	24 July 2017
Feedback	25 July - 4 August 2017
Deadline for Respondent questions (Presentation stage)	25 August 2017
Deadline for HNZ to answer questions submitted	31 August 2017
Deadline for Presentations (written)	1pm on 8 September 2017
Presentations in person (if required)	18 - 30 September 2017
Respondents notified of status	By 6 October 2017
Partnership stage commences with successful Respondents	From 9 October 2017
HNZ provides Respondent with contract term sheet	By 13 October 2017
Term sheet agreed by parties	By 31 October 2017
Contract finalisation and execution	As soon as possible following finalisation of term sheet.

- b. All dates and times are dates and times in New Zealand.
- c. HNZ reserves the right to amend or alter the timeline.

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: Andrea Morton, Head of Procurement

Email address: itp.procurement@hnzc.co.nz

1.4 Address for submitting your Pitch and Presentation

- a. Pitches and Presentations must be submitted in electronic form through www.tenderlink.com/hnzc/.
- b. To use this system, a Respondent must first register as a supplier through the link provided.

1.5 Our ITP Process, Terms and Conditions

- a. Offer Validity Period: In submitting a Presentation the Respondent agrees that their Solution will remain open for acceptance by HNZ for six calendar months from the deadline for written Presentations, or as agreed by HNZ and the Respondent.
- b. The ITP is subject to the Process, Terms and Conditions (shortened to ITP-Terms) described in Section 4.

1.6 Later changes to the ITP or ITP process

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

1.7 Probity Auditor

- a. Audit New Zealand will be providing probity assurance to HNZ over the conduct of the ITP procurement process. This probity assurance is designed to assist HNZ in ensuring that the procurement process is conducted in accordance with good procurement practice and the issue of probity is addressed to ensure the integrity and consistency of the process, so that no parties are unfairly treated.
- b. Should any queries in relation to probity arise, Respondents may contact Audit New Zealand's representative directly to discuss their concerns. Contact details are as follows:

Lyn Daken

Associate Director, Specialist Audit and Assurance Services

Audit New Zealand Mana Arotake Aotearoa

Email: lyn.daken@auditnz.govt.nz

- c. If a Respondent addresses a probity complaint to HNZ directly then HNZ will forward the complaint to the Probity Auditor.
 - d. All complaints will be handled in accordance with the *Government Rules of Sourcing*.
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Section 2: Our Requirements

Background

HNZ procures a range of goods, services and works through conventional procurement channels. While this approach serves HNZ's core needs, there is an opportunity to generate new and innovative solutions that may not be readily identified through conventional means, or which are not feasible through current supply channels. This ITP is intended to provide a channel for such solutions. We are seeking solutions that will contribute towards the following objectives:

- increasing the pace and scale of housing supply, particularly in the Auckland region;
- improving the quality of our homes; and
- making the best use of our homes.

We are doing this in order to contribute to HNZ's goal of producing the right mix of quality homes in the right locations to meet demand and tenant needs. This includes our existing tenants, as well as first home buyers and those in the market for affordable housing.

For further information about HNZ, please visit our website at <http://www.hnzc.co.nz/>. Specific information about HLC and its work in Hobsonville Point can be found at <http://www.hobsonvillepoint.co.nz/>.

Respondents may also wish to consult the following corporate documents which provide additional information about HNZ's priorities and HNZ's current and planned activities:

- **Annual Report (2015-16):** <http://www.hnzc.co.nz/assets/Uploads/Annual-Report-2016.pdf>
- **Statement of Performance Expectations (2016-17):** <http://www.hnzc.co.nz/assets/Uploads/HNZ-SPE-2016.pdf>
- **Statement of Intent (2014-18):** <http://www.hnzc.co.nz/assets/Uploads/HNZ-SOI-2014.pdf>

HNZ objectives

HNZ is looking for Solutions that contribute towards at least one of HNZ's three core objectives (or a combination of them). HNZ is making good progress towards these objectives and our work is greatly supported by our existing partners and suppliers. HNZ has engaged these partners and suppliers through more traditional procurement mechanisms. In this ITP we are looking for Solutions that will enhance what we are achieving through our existing arrangements.

This section outlines, in respect of each of above stated objectives, the goal that HNZ is trying to achieve, what HNZ is doing to achieve this goal, and the potential opportunities in each priority area (with some suggested examples to assist prospective Respondents).

The following objectives form part of HNZ's Corporate Business Plan 2016/17 and are also reflected in HNZ's Statement of Performance Expectations. HNZ's Corporate Business Plan is updated annually, and any changes will be reflected in future iterations of the ITP.



Objective 1: Supply of homes

Our goal

The Government is working to increase the availability of social housing places for those in need, for the duration of their need. There is also a focus on increasing the supply of affordable housing, particularly in Auckland. This translates into a sustained increase in the level of new housing. While the community housing sector will provide a number of additional social housing places in the coming years, HNZ will continue to have a central role in helping the Government to achieve its vision of a more diverse social housing sector. Through HLC we are focused on developing projects for integrated urban communities, with a mix of social housing, affordable houses for first home buyers and market housing.

What we are doing

Asset development

HNZ has an ambitious asset development programme which will see a significant increase in the supply of housing in urban areas where there is a high demand for social and affordable housing. This involves building new houses, purchasing existing houses, leasing privately-owned houses, and purchasing land for building houses that meet the current and forecasted demand. Developments are being delivered on both greenfield and brownfield sites.

Auckland-focused investment

Auckland is an area of high demand and HNZ is actively responding to the continuing housing shortage in Auckland. This involves delivering greater housing supply to the Auckland market on an increased scale, with the intent of meeting social housing needs in the region, improving the quality of our housing stock, and increasing affordable housing supply to the market through mixed housing projects such as the Hobsonville Point and Northcote developments being undertaken by HLC.

Transitional housing

HNZ also has an important role to play in meeting transitional housing needs in Auckland (and across the rest of New Zealand). We have been asked by Government to support the growth of housing supply for households with urgent and emergency housing needs, and we are working closely with the Ministry of Social Development (**MSD**) to define the long-term role of emergency and transitional housing as part of the social housing system.

Existing panel arrangements

HNZ has established a number of open and closed panel arrangements for housing redevelopments. This information is available on our website www.hnzc.co.nz under “Working with Us”, “Procurement – Supplying Goods and Services to Housing New Zealand”.

Opportunities

HNZ is looking to develop innovative supply opportunities, and increase the use of different building designs, materials and techniques to build quality homes at pace at a reasonable cost. Examples of the types of solutions that could aid in increasing the supply of housing are:

- development opportunities;
- partnering with local groups, iwi and developers to invest in areas of high demand;
- mixed ownership developments that contribute to the supply of affordable homes;
- regeneration projects; and
- solutions to reduce build costs.



Objective 2: Quality of our homes

Our goal

HNZ is responsible for ensuring that our homes are of the right quality for our tenants. As an asset manager, we are also responsible for maintaining the integrity of our homes as a long-term investment. We are looking for ways to continue to embed the right disciplines and processes to ensure our homes are meeting evolving tenants needs.

What we are doing

Warm and dry programme

The warm and dry programme has made a real difference to the lives of our tenants, through the installation of curtains, heating sources, ventilation and floor coverings in a significant number of our homes. The programme will continue in the next financial year.

Property condition and assessment

Fundamental to maintaining the quality of our homes is having a robust understanding of their current condition. To prevent major issues, we monitor the condition of our houses to keep on top of maintenance and repairs. HNZ has identified the need for a full framework for assessing property condition, to provide a more complete picture of the condition of our properties.

Planned programmes

HNZ's planned programmes are designed to make significant improvements to the quality of our stock. These programmes include:

- continuing the warm and dry programme;
- finishing the new long-life smoke alarm installation programme;
- accelerating the insulation upgrade programme;
- completing the Earthquake Prone Building upgrade programme; and
- continuing the complex remediation programme.

Delivering these planned programmes is a priority for HNZ. Over time the nature and priorities within our planned programmes may change as we continue to develop our property condition framework and asset plans.

Opportunities

Investing in the quality of our homes requires more than just procuring component parts and having maintenance contracts. Implementing a full framework for assessing property condition, and enhancing our planning framework, are key priorities for HNZ. Most pressing is the development of clear investment plans that support the reconfiguration priorities of our Asset Management Strategy – this means a focus on Auckland and on divestment approaches in areas of low demand and high capital value.

We are looking for Pitches that propose Solutions for the on-going maintenance of our properties and for implementing enhanced mechanisms for assessing property conditions. Examples of the types of solutions we are looking for in this area include:

- system designs for property condition assessments;
- proposals to enhance planning frameworks; and
- harnessing New Zealand importers of overseas components.



Objective 3: Best use of our homes

Our goal

HNZ is focused on making its homes available to those in need, for the duration of their need. We are always looking for new ways to turn around vacant properties more quickly to house tenants faster and we are focused on ensuring process improvements are made where possible. Where there is a real mismatch between demand and the homes we have available, we need to respond as quickly as possible by selling those surplus properties that do not match demand so we can reinvest in a home where it is really needed. In order to do this successfully, we are continuing to work closely with MSD, who are responsible for the purchase of social housing places.

What we are doing

Core tenancy management

We are continuing to focus on delivering our tenancy management services in the most effective and efficient way. This includes ensuring that:

- we continue to regularly touch base with our tenants in their homes. Where practicable, all of our homes are inspected by a tenancy manager at least once during a year;
- urgent repairs and maintenance are quickly undertaken in response to tenants' requests;
- our Customer Service Centre (**CSC**) is offering an efficient and effective service to our tenants and identifying further opportunities to improve; and
- we implement processes to manage tenant debt proactively and effectively.

Short-term vacant turn around

We are working hard to ensure that our vacant homes are returned to the letting pool as quickly as possible to maintain our occupancy rate. A variation to the Income Related Rent Subsidy agreement signed with MSD in January 2017 requires HNZ to complete 'let to let' timeframes of 15 days for short term vacant properties in Auckland from 1 April 2017. This is a significant reduction from the current target of 35 days.

Opportunities

While we have traditional management contracts (for example, see website www.hcnz.co.nz) in place to cover our business-as-usual needs, we are seeking new partnership arrangements to further enhance our services to tenants, especially those who are at risk. Examples of the types of solutions we are looking for in this area include:

- targeted tenancy management services for high-need and/or at-risk tenants;
- partnerships for the provision of aged-care services;
- solutions for building design specifically targeted at high-needs tenants;
- small-to-medium-scale leasing opportunities, for example if iwi or other groups are interested in managing certain houses; and
- proposals for improved returns on divestments.



Section 3: Our Evaluation Approach

Overview

This is a unique procurement process which is less prescriptive than a traditional procurement process and involves a high degree of interaction between HNZ and potential Respondents. The procurement process is structured around the following three “Ps”:



The Pitch: Respondents are invited to pitch a brief, high-level overview of the solution (**Solution**) they offer and how it contributes towards HNZ’s objectives.

HNZ will evaluate the Pitches to assess whether the Solution has the potential to contribute towards HNZ’s objectives and achieve value for money and whether there is sufficient clarity and commitment regarding the Respondent’s capability to deliver the Solution. HNZ will also exercise its business judgment in deciding whether to progress a Pitch. Selected Respondents will be invited to the next stage and to submit a Presentation.

Respondents will be provided feedback on their Pitches, and selected Respondents will be advised of any areas that need to be developed for the Presentation stage, including (where applicable or appropriate) to address HNZ business considerations and any particular health and safety matters or contractual requirements relevant to progressing their Solution.



The Presentation: Based on the evaluation of Pitches, selected Respondents will be invited to submit a Presentation. The Presentation will involve a written proposal which outlines the Solution in more detail and may also involve a meeting at which the Solution is outlined in person.

The Presentation stage will involve a detailed evaluation by HNZ to assess whether the Solution contributes towards HNZ’s objectives, achieves value for money and whether the Respondent has the capability to deliver the proposed offering, including (if applicable) whether the Respondent has adequately addressed the matters raised by HNZ in its feedback. The Evaluation Panel will also exercise its business judgment as to HNZ’s business considerations to identify its recommended Respondents. These will be submitted to the Executive Team, which will apply its business judgment to determine which of the recommended Presentations are the most suitable to progress to the Partnership stage, with the ultimate decision being made by HNZ’s Chief Executive (or appropriate person with delegated authority).



The Partnership: Respondents who are successful in the Presentation stage will be invited by HNZ to enter into negotiations to agree the key commercial terms in a term sheet and then finalise appropriate contractual arrangements (for the provision of any goods, services or works as the case may be).

Respondents will be informed of the expected process for the Partnership stage, which will be tailored by HNZ according to what steps are needed to progress an individual Respondent’s Presentation to final contract form.





The Pitch

At this first stage in this process, we invite prospective Respondents to submit a high-level Pitch to briefly outline the particular Solution that the Respondent can provide and their capability. The Pitch will enable us to evaluate whether a Respondent's Solution has the potential to contribute towards our objectives and provide value for money and is appropriate for us to consider further. We are conscious about the time and cost of submitting full proposals, so this Pitch is also intended to be a cost-effective mechanism by which Respondents can submit ideas without having to develop a full proposal unless HNZ considers there is merit in doing so.

HNZ's expectation is for Respondents to submit a short Pitch of around eight pages substantially in the form of Returnable Schedule 1: Pitch (see Appendix B) with the core elements of the Solution presented concisely (ideally within two pages). In addition to the Solution outline, Respondents are to submit approximately six pages of supporting documentation that explains how the proposed Solution addresses each of the Initial Evaluation Criteria (as outlined below). At this stage in the procurement process, we are interested in learning about the Respondent's idea and ensuring that there is sufficient potential for the Pitch to meet the Evaluation Criteria. Should the Respondent be selected to proceed, its Solution will be developed and evaluated in more detail during the Presentation stage.

Compliance Requirements and Pre-condition

Pitches are due by the Deadline for Pitches outlined in Section 1, paragraph 1.2. Following the Deadline for Pitches, each Pitch will be assessed to ensure it meets the Compliance Requirements and Pre-condition listed in the following table.

Compliance Requirements
Submits a completed Returnable Schedule 1: Pitch – see Appendix B.
Submitted by the Deadline for Pitches.
Pre-condition
Respondent must demonstrate in Returnable Schedule 1: Pitch that it has the legal capacity for HNZ to contract with it, or will have by the time such a contract could come into effect.

Evaluation

HNZ will establish an Evaluation Panel with the requisite knowledge and expertise to assess Pitches. The Evaluation Panel will evaluate compliant Pitches in accordance with the following Initial Evaluation Criteria. The criteria are weighted equally. Specialist input and advice may be sought from other HNZ personnel and/or external advisers to assist the Evaluation Panel in its evaluation, as needed,

Initial Evaluation Criteria
1. Potential to contribute to HNZ's objectives: The Solution has the potential to contribute towards one (or more) of HNZ's objectives.
2. Potential to achieve value for money: The Solution has the potential to provide value for money, be fit for purpose, achieve on time delivery and be of the right quality and quantity (as deemed applicable by HNZ for the specific Pitch).
3. Potential capability to deliver: There is sufficient clarity and commitment regarding the Respondent's ability to deliver their Solution, including having an appropriate health and safety track record and focus (as deemed applicable by HNZ for the specific Pitch).

Each of the Initial Evaluation Criteria will be assessed on a pass/fail basis in accordance with the Pitch evaluation methodology set out in Appendix A of this ITP. Pitches will require a pass score for all Initial

Evaluation Criteria to be considered for selection for the Presentation stage. The Evaluation Panel will also exercise its business judgment in deciding whether to progress a Pitch (for example, it may not progress a Pitch where the proposed Solution is already being sufficiently undertaken by HNZ).

Unsuccessful Pitches

The Evaluation Panel will identify Pitches which they consider do not warrant progressing further. Respondents will be notified that their Pitch was unsuccessful and can request a debrief, during which HNZ will provide Respondents with feedback about why their Pitch was unsuccessful. Unsuccessful Respondents can resubmit another Pitch in any future procurement round.

Feedback

HNZ will inform successful Respondents that they have been selected to proceed to the Presentation stage. HNZ intends to interact with the selected Respondents, with an aim to identify any matters that should be addressed and provide Respondents with feedback to improve their understanding of HNZ's relevant objectives. This feedback will include (where applicable or appropriate) any of the following in order for the matters to be able to be addressed in the Presentation:

- additional information that is required regarding the Respondent's health and safety track record and an outline of the health and safety plan for implementing the Solution (where applicable, HNZ will provide Respondents with HNZ's usual health and safety requirements for similar suppliers, including its Supplier Code of Conduct);
- contractual terms that a Respondent would be expected to comply with for the provision of certain goods, services or works, which where relevant will be based on HNZ's standard terms for similar goods, services or works (for example the use of the NZS 3910 contract for construction works, or the Conditions of Contract for Consultancy Services (**CCCS**) for architects and other professional services, in each case with HNZ special conditions); and/or
- areas that need to be developed to address HNZ business considerations relevant to progressing their Solution.

This will be a formal feedback process between HNZ and selected Respondents and is designed to ensure that a selected Respondent has the opportunity to submit their best possible Presentation. The feedback will occur within a framework that ensures the principles of probity are adhered to and the integrity of the procurement process is maintained at all times. Where feedback is to be provided at a meeting in person, Respondents will be provided with protocols which will outline the expected standard of behaviour from both HNZ and the Respondents, to ensure that all selected Respondents are treated fairly throughout the process.



The Presentation

Selected Respondents will be invited to submit a Presentation for full evaluation. The Presentation is a Respondent's opportunity to clearly outline the detail of its proposed Solution, how it contributes towards HNZ's objectives, how it will achieve value for money and the Respondent's capability to deliver the Solution and address any feedback.

The Presentation is a written document submitted substantially in the form of Returnable Schedule 2: Presentation (see Appendix B) with a page range of between 30 and 40 pages which will describe the Respondent's Solution in more detail and explain how the Solution satisfies the Evaluation Criteria outlined below.¹ In addition to the Presentation document, selected Respondents may be asked or may request the opportunity to give a supplementary presentation in person.

Compliance Requirements and Pre-condition

Each Presentation must meet the Compliance Requirements and Pre-condition set out in the following table before it will be considered for evaluation.

Compliance requirements
Submits a completed Returnable Schedule 2: Presentation – see Appendix B.
Submitted by the Deadline for Presentations.
Pre-condition
Solution meets any relevant regulatory and legislative requirements.

Presentations in person by selected Respondents may be required by HNZ, or requested by a Respondent. Selected Respondents will be notified at the earliest practicable point in the evaluation process whether they will be required to make a presentation in person. HNZ is not required to grant a Respondent's request for an opportunity to present in person.

Presentation Evaluation Step 1 – Evaluation Criteria

The Evaluation Panel will evaluate Presentations in accordance with the following Evaluation Criteria. The criteria are weighted equally. Where applicable in respect of each criterion, HNZ's assessment will include whether Respondents have addressed feedback regarding HNZ's business considerations (which are outlined in more detail below in respect of the second step in the Presentation evaluation). Specialist input and advice may be sought from other HNZ personnel and/or external advisers to assist the Evaluation Panel in its evaluation, as needed.

To assist Respondents in preparing the content for their Presentations, Respondents are encouraged to also consider the guidance set out as an annexure to Appendix B of this ITP.

Evaluation Criteria
1. Contributes to HNZ's objectives
Solution contributes towards one (or more) of HNZ's objectives.
2. Achieves value for money
Solution provides value for money over the whole life of the contract, is fit for purpose, will achieve on time delivery and will be of the right quality and quantity.

¹ HNZ recognises that additional pages may be required for some Presentations.

3. Capability to deliver
Respondent can demonstrate that it has proven previous experience or track record to show that it can deliver the Solution or can otherwise generate sufficient confidence that it is capable of delivering the Solution.
Respondent can demonstrate that it has an appropriate health and safety track record and will have a suitable health and safety plan in place to protect tenants, HNZ staff, Respondent employees, contractors and any other person that may be affected by the Respondent's Solution.
Respondent can demonstrate that the proposed commercial arrangements (which, where relevant, will be based on HNZ's standard terms for similar goods, services or works) and governance structure are robust, sustainable and allocate risk effectively (i.e. to the party best placed to manage the risk).
The Respondent has the financial capacity to deliver the Solution. Evidence HNZ looks for in determining capacity includes audited financial accounts for the last three financial years, other independent financial assurances or financial support from a suitable third party.

Each of the three Evaluation Criteria will be assessed in accordance with the Presentation evaluation methodology set out in Appendix A to this ITP. Each criterion will be scored out of 10 and the scores added together to give an overall score out of 30 for each Presentation. A Presentation with a score of 4 or below for any criterion may be excluded from further consideration, and in any event HNZ would expect to exclude a Presentation with a score of below 15 across all three criteria.

Presentation Evaluation Step 2 – HNZ's business considerations

The above Evaluation Criteria and the scoring methodology in Appendix A are tools by which HNZ can objectively and consistently measure different types of Presentations to assist in deciding which Respondents should proceed to the Partnership stage. However, the overall score that a Presentation receives does not necessarily determine whether a Presentation will proceed to the Partnership stage.

Given the dynamic nature of HNZ's business objectives and the potential for many different Presentations, in addition to considering the overall merits of a Presentation, the Evaluation Panel will exercise its business judgment in deciding whether to progress the particular Presentation. Examples of the business considerations taken into account in exercising such judgment include:

- scale and timing of expenditure;
- timing of implementation;
- how the received Presentations collectively contribute towards HNZ's objectives;
- whether, or the extent to which, the Solution is already being undertaken by HNZ;
- the risks associated with implementation;
- availability of appropriate internal resources within HNZ;
- HNZ stakeholder considerations;
- strategic alignment; and/or
- all other circumstances of HNZ.

Where applicable and appropriate, relevant business considerations will be raised with Respondents during feedback at the Pitch stage, and Presentations will be assessed on the extent to which they have addressed any such feedback. However, following the Presentation evaluation, the Evaluation Panel will further consider whether it is appropriate to progress a Presentation at the current time in light of HNZ's business considerations. As a result of the overall assessment of HNZ's business considerations, the Evaluation Panel reserves the right to decide not to progress a higher scoring Presentation if it does not meet HNZ's current business needs (or alternatively HNZ may prioritise a Presentation that despite having a lower overall score, offers a Solution to HNZ that it wishes to proceed with at the current point in time).

Presentation approval

Following a full evaluation of the Presentations, the Evaluation Panel will identify the Presentations that score well against the Evaluation Criteria. The Evaluation Panel will submit the recommended Respondents to the HNZ Executive Team for consideration. In submitting the recommended Respondents, the Evaluation Panel will also comment on HNZ's business considerations, the due diligence findings (if applicable) and make any relevant recommendations to the Executive Team.

The Executive Team may request further information from the Evaluation Panel about its evaluation of a particular Respondent. The Executive Team will apply its business judgment to determine which of the recommended Presentations are the most suitable to progress in light of HNZ's business considerations (including the considerations listed above). The Executive Team will present its recommendations to the Chief Executive (or the appropriate person with delegated authority) for the ultimate approval decision.

In making all decisions, due consideration will be given to the *Government Rules of Sourcing* and probity principles.

Successful Respondents have the opportunity to progress to the Partnership stage.

Due diligence

In addition to the above, HNZ may undertake due diligence in relation to selected Respondents. The findings will be taken into account in the evaluation process. Should HNZ decide to undertake any of these steps we will give selected Respondents reasonable notice (to the extent the step requires the Respondent to undertake some work or preparation). Steps may include:

- interviewing Respondents and any referees;
- reference checks of the Respondent organisation and named personnel;
- Police checks for all named personnel;
- other checks against the Respondent e.g. Companies Office;
- arranging site-visits;
- testing products or supplies;
- conducting market reviews to benchmark pricing;
- inspecting audited accounts for the last three financial years; and/or
- undertaking a credit check.

In the event that the due diligence process identifies areas of concern for HNZ, these areas will be identified to the selected Respondent, and an opportunity to address any findings will be provided. HNZ's decision following any due diligence findings and any response will be final.



The Partnership

If a Respondent is selected on the basis of its Presentation to proceed, the Partnership stage will enable both parties to work through any outstanding matters and finalise appropriate contractual arrangements on a one-to-one basis. At the outset of the Partnership stage, HNZ will outline to Respondents the expected process to be followed in this stage. Due to the potential diversity of types and scale of Solutions that reach the Partnership stage, it is expected that the process will be tailored by HNZ to reflect what steps are needed to progress an individual Respondent's Presentation to final contract form.

Negotiation approach

HNZ will establish a project team with the requisite expertise, knowledge and independence to determine the key commercial terms and to conduct and conclude negotiations with successful Respondents with a view to entering into a contractual arrangement.

HNZ will first seek to agree to the key commercial terms of the particular contract with the Respondent. HNZ will aim to provide the Respondent with an initial term sheet within three weeks of the commencement of the Partnership stage (noting that this timeframe may be extended by HNZ for more complex contractual arrangements), with an aim to agree on the key terms within another two weeks. If HNZ and the Respondent are unable to reach an agreement on the term sheet within what HNZ considers to be a reasonable time, HNZ may terminate those negotiations. If and when the term sheet is agreed, the final contract terms will be prepared and negotiated.

Following the conclusion of negotiations with a selected Respondent, the project team will present the contractual arrangement to the Chief Executive (or the appropriate person with delegated authority) with a recommendation of whether it should be approved and executed.

Contracting Principles

As a Crown agency, HNZ has a number of Contracting Principles that it would expect to include in any commercial agreement that it enters into. While the terms of each Contract will be settled according to what is appropriate for the particular situation, key Contracting Principles that Respondents should be aware of are as follows:

- HNZ will only contract with legal entities that are capable of entering into contractual arrangements.
- HNZ may require a financial and/or performance guarantee from a suitable entity to be provided.
- HNZ will generally enter into contracts that are consistent with its usual terms and conditions for similar goods, services or works. For example, HNZ construction contracts are based on the NZS 3910, contracts with architects and for other professional services are based on the CCCS, and the national supply (and install) agreement framework is used for product solutions – in each case with HNZ's special conditions. Any relevant contract templates will be provided to Respondents during feedback.
- HNZ has an obligation to its existing tenants and will not enter into contractual arrangements that negatively affect existing tenants.
- All contractual arrangements must have appropriate health and safety measures, including, where applicable, a commitment to comply with HNZ's Supplier Code of Conduct.
- Unless agreed otherwise, any Intellectual Property rights that may exist in a Pitch will remain the property of the Respondent, or any other person so identified within the Pitch and Presentation (but copies may be made for the purpose of HNZ evaluating the Pitch and Presentation).
- HNZ is bound by the Official Information Act 1982 and public accountability obligations. In determining whether information should be disclosed in response to any request, HNZ shall have due regard to the potential commercial sensitivity of the information requested.
- HNZ does not give indemnities.



Section 4: ITP Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement HNZ 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 4 is based on the Government's standard RFP Process, Terms and Conditions.
- 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 Pitch in response to the ITP. 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 Pitch.*' [Definitions](#) are at the end of this section.
- In this section 4, the term "Response" means both the initial Pitch submitted in response to this ITP and the Presentation, unless the context indicates otherwise.
- If you have any questions about the ITP-Terms please email our [Point of Contact](#).

Standard ITP process

Preparing and submitting a Response

4.1 Preparing a Response

- a. Respondents are to use the Returnable Schedules provided and include all information requested by HNZ in relation to the ITP.
- b. By submitting a Pitch the Respondent accepts that it is bound by the ITP Process, Terms and Conditions (**ITP-Terms**) contained in Section 4.
- c. Each Respondent will:
 - i. examine the ITP and any documents referenced in the ITP and any other information provided by HNZ;
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Solution and include adequate provision in its Response to manage such risks and contingencies;
 - iii. document in its Response all assumptions and qualifications made about the delivery of the Solution, including any assumption that HNZ or a third party will deliver any aspect of the Solution or incur any cost related to the delivery of the Solution;
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST;
 - v. if appropriate, obtain independent advice before submitting a Response; and
 - vi. satisfy itself as to the correctness and sufficiency of its Response, including the proposed pricing and the sustainability of the pricing.

- d. There is no expectation or obligation for Respondents to submit Pitches in response to the ITP 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 Pitch. Further, HNZ will continue to procure and enter into contractual arrangements via other procurement channels, in accordance with HNZ's obligations under the *Government Rules of Sourcing*.

4.2 Offer Validity Period

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

4.3 Respondents' Deadlines for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ITP. If there is any perceived ambiguity or uncertainty in the ITP document/s Respondents should seek clarification before the Deadlines for Questions.
- b. All requests for clarification must be made by email to HNZ's Point of Contact. HNZ will endeavour to respond to requests in a timely manner, but not later than the deadlines for HNZ to answer Respondents' questions in Section 1, paragraph 1.2.
- c. If HNZ 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 HNZ 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. HNZ will not publish such commercially sensitive information. However, HNZ may modify a request to eliminate such commercially sensitive information, and publish this and the answer where HNZ considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

4.4 Submitting a Response

- a. Each Respondent is responsible for ensuring that its Response is submitted through Tenderlink on or before the Deadlines for Pitches. HNZ will acknowledge receipt of each Response.
- b. HNZ intends to rely on the Respondent's Response and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Response and communicating with HNZ each Respondent should check that all information it provides to HNZ is:
 - i. true, accurate and complete, and not misleading in any material respect; and
 - ii. does not contain Intellectual Property that will breach a third party's rights.

Assessing Responses

4.5 Evaluation Panel

- a. HNZ will convene an Evaluation Panel comprising members chosen for their relevant expertise and experience. In addition, HNZ may invite independent advisors to evaluate

any Response, or any aspect of any Response.

4.6 Third party information

- a. Each Respondent authorises HNZ 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 Response.
- b. Each Respondent is to ensure that all referees listed in support of its Response agree to provide a reference and are reasonably available.
- c. To facilitate discussions between HNZ and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

4.7 HNZ's clarification

- a. HNZ may, at any time, request from any Respondent clarification of its Response as well as additional information about any aspect of its Response. HNZ 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. HNZ may take such clarification or additional information into account in evaluating the Response.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, HNZ may cease evaluating the Respondent's Response and may eliminate the Response from the ITP process.

4.8 Evaluation

- a. HNZ will base its initial evaluation on the Responses submitted in response to the ITP. HNZ may adjust its evaluation of a Response following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.
- b. In deciding which Respondent/s to select for the Partnership stage HNZ will take into account the results of the evaluations of each Response and the following additional information:
 - i. each Respondent's capability to fully deliver what is proposed in its Response and willingness to meet the Contracting Principles;
 - ii. whether HNZ requires or has the capacity to implement what is proposed in the Respondent's Response; and
 - iii. the best value for money over the whole-of-life of the goods or services.
- c. In deciding which Respondent/s, to select for the Partnership stage HNZ 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;

- iii. any matter that materially impacts on HNZ's trust and confidence in the Respondent; and/or
 - iv. any other relevant information that HNZ may have in its possession.
- d. HNZ will advise Respondents if they have been selected or not. Being selected for either the Presentation or Partnership stage does not constitute acceptance by HNZ of the Respondent's Response, or imply or create any obligation on HNZ to enter into negotiations with, or award a Contract for delivery of the Solution to any selected Respondent/s.

4.9 Negotiations

- a. HNZ may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory HNZ may discontinue negotiations with a Respondent.
- b. HNZ may initiate negotiations with more than one Respondent, which may or may not be concurrent. In negotiations HNZ will treat each Respondent fairly, and hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and HNZ will materially give effect to the Contracting Principles and include any non-negotiable commercial terms that HNZ proposes as set out in Section 3.

4.10 Respondent's debrief

- a. HNZ will offer all Respondents a debrief, either following the Pitch or Presentation stage (for unsuccessful Respondents). When a Respondent requests a debrief, HNZ will provide the debrief within 30 Business Days of the date of the request.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Response was or was not successful;
 - ii. explain how the Response performed against the pre-conditions (if applicable) and the evaluation criteria;
 - iii. indicate the Response's relative strengths and weaknesses;
 - iv. explain, in general terms, the relative advantage/s of the successful Response/s;
 - v. seek to address any concerns or questions from the Respondent; and
 - vi. seek feedback from the Respondent on the ITP and the ITP process.

4.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after an individual Contract is signed, HNZ will publish a Contract Award Notice on GETS announcing the relevant concluded Contract.

4.12 Issues and complaints

- a. A Respondent may, in good faith, raise with HNZ any issue or complaint about the ITP, or the ITP process at any time (which may be done through the Probity Auditor in accordance with Section 1, paragraph 1.7).

- b. A Respondent may request that the Probity Auditor preserves the Respondent's anonymity in discussions with HNZ.
- c. HNZ will, with input from the Probity Auditor, consider and respond promptly and impartially to the Respondent's issue or complaint.
- d. Both HNZ 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 ITP.
- e. The fact that a Respondent has raised an issue or complaint is not to be used by HNZ to unfairly prejudice the Respondent's ongoing participation in the ITP process or future contract opportunities.

Standard ITP conditions

4.13 HNZ's Point of Contact

- a. All enquiries regarding the ITP must be directed by email to HNZ's Point of Contact. Respondents must not directly or indirectly approach any representative of HNZ, or any other person, to solicit information concerning any aspect of the ITP.
- b. Only the Point of Contact, and any authorised person of HNZ, are authorised to communicate with Respondents regarding any aspect of the ITP. HNZ will not be bound by any statement made by any other person.
- c. HNZ may change the Point of Contact at any time. HNZ 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 HNZ 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 HNZ, solicit information or discuss aspects of the ITP.

4.14 Conflict of Interest

- a. In submitting a written Presentation, each Respondent must complete the Conflict of Interest declaration in the Returnable Schedule 2: Presentation and must immediately inform HNZ should a Conflict of Interest arise during the ITP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the ITP.

4.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of HNZ in relation to the ITP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 4.13.a. and 4.13.d. and 4.15.a. may be disqualified from participating further in the ITP process.
- c. HNZ reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ITP process to ensure probity of the ITP process.

4.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Responses or other submissions or in any discussions or negotiations

with HNZ. Such behaviour will result in the Respondent being disqualified from participating further in the ITP process. In submitting a Response the Respondent warrants that its Response has not been prepared in collusion with a Competitor.

- b. HNZ 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 Response.

4.17 Confidential Information

- a. HNZ and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.17.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. HNZ and Respondent may each disclose Confidential Information to any person who is directly involved in the ITP 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 ITP.
- c. Respondents acknowledge that HNZ's obligations under paragraph 4.17.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. HNZ will not be in breach of its obligations if Confidential Information is disclosed by HNZ to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where HNZ receives an OIA request that relates to a Respondent's Confidential Information HNZ will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

4.18 Confidentiality of ITP information

- a. For the duration of the ITP, to the date of the announcement of the Successful Respondent/s, or the end of the ITP process, the Respondent agrees to keep the ITP strictly confidential and not make any public statement to any third party in relation to any aspect of the ITP, the ITP process or the award of any Contract without HNZ's prior written consent.
- b. A Respondent may disclose ITP information to any person described in paragraph 4.17.b. but only for the purpose of participating in the ITP. 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 ITP.

4.19 Costs of participating in the ITP process

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

4.20 Ownership of documents

- a. The ITP and its contents remain the property of HNZ. All Intellectual Property rights in the ITP remain the property of HNZ or its licensors. HNZ may request the immediate return or destruction of any or all ITP documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Response will, when submitted to HNZ, become the property

of HNZ. Responses will not be returned to Respondents at the end of the ITP process.

- c. Ownership of Intellectual Property rights in the Response remain the property of the Respondent or its licensors. However, the Respondent grants to HNZ a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Response for any purpose related to the ITP process.

4.21 No binding legal relations

- a. Neither the ITP, nor the ITP process, creates a process contract or any legal relationship between HNZ and any Respondent, except in respect of:
 - b. the Respondent's declaration;
 - c. the Offer Validity Period;
 - d. the Respondent's statements, representations and/or warranties in its Response and in its correspondence and negotiations with HNZ; and
 - e. the standard ITP conditions set out in paragraphs 4.13 to 4.26.
- f. Each exception in paragraph 4.21.a. is subject only to HNZ's reserved rights in paragraph 4.23.
- g. Except for the legal obligations set out in paragraph 4.21.a. no legal relationship is formed between HNZ and any Respondent unless and until a Contract is entered into between those parties.

4.22 Elimination

- a. HNZ may exclude a Respondent from participating in the ITP if HNZ has evidence of any of the following, and is considered by HNZ to be material to the ITP:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ITP;
 - ii. the Response 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; and/or
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

4.23 HNZ's additional rights

- a. Despite any other provision in the ITP HNZ may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the ITP, or any part of the ITP; and/or
 - ii. make any material change to the ITP (including any change to the timeline 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 ITP HNZ may:
 - i. accept a late Response if it is HNZ's fault that it is received late;
 - ii. in exceptional circumstances, accept a late Response where it considers that there is no material prejudice to other Respondents. HNZ will not accept a late Response 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 Response;
 - iii. in exceptional circumstances, answer a question submitted after the Deadlines for Questions, if applicable;
 - iv. accept or reject any Response, or part of a Response;
 - v. accept or reject any non-compliant, non-conforming or alternative Response;
 - vi. decide not to accept the lowest priced conforming Response;
 - 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 ITP. 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 Contracting Principles at any time, including during negotiations with a selected Respondent;
 - xi. waive irregularities or requirements in or during the ITP process where it considers it appropriate and reasonable to do so; and/or
 - xii. otherwise run this ITP process as it sees fit.
- c. For the avoidance of doubt, HNZ's additional rights in paragraphs 4.23.a to 4.23.b do not override or derogate from any right of HNZ otherwise reserved elsewhere in this ITP.
- d. HNZ may request that a Respondent/s agrees to HNZ:
 - i. selecting any individual element/s of the Response that is offered in a Response and capable of being delivered separately, unless the Response specifically states that the Response, or elements of the Response, are to be taken collectively; and/or
 - ii. selecting two or more Respondents to deliver the Response as a joint venture or consortium.

4.24 New Zealand law

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

4.25 Disclaimer

- a. HNZ 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 ITP process.
- b. Nothing contained or implied in the ITP, or ITP process, or any other communication by HNZ to any Respondent shall be construed as legal, financial or other advice. HNZ 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 HNZ, its agents and advisors is \$1.

4.26 Precedence

- a. Any conflict or inconsistency in the ITP shall be resolved by giving precedence in the following descending order:
 - i. Section 4 (ITP-Terms);
 - ii. all other Sections of this ITP document; and
 - iii. any additional information or document provided by HNZ to Respondents through HNZ's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.



Definitions

In relation to this ITP the following words and expressions have the meanings described below:

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.
Confidential Information	<p>Information that:</p> <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either HNZ or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted' c. is provided by HNZ, a Respondent, or a third party in confidence d. HNZ 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 HNZ 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 HNZ under the ITP 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 HNZ and Successful Respondent/s.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires HNZ to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Contracting Principles	The contracting requirements that HNZ would expect to include in any Contract as outlined in Section 3.
Deadlines for Pitches / Presentations	The deadlines for Respondents to submit the Pitch or Presentation (as appropriate) as outlined in Section 1, paragraph 1.2.
Deadlines for Questions	The deadlines for suppliers to submit questions to HNZ prior to the Pitch stage and Presentation stage as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by HNZ to evaluate Pitches and Presentations as described in Section 3 and in Section 4.
Evaluation	The criteria the Evaluation Panel will use to evaluate a Presentation to determine

Criteria	whether a Respondent should be progressed to the Partnership stage.
Evaluation Panel	The evaluation panel established by HNZ in accordance with Section 3.
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.
HLC	HLC (2017) Limited, a wholly owned subsidiary of Housing New Zealand Corporation.
HNZ	Housing New Zealand Corporation and its subsidiaries HLC and Housing New Zealand Limited.
Initial Evaluation Criteria	The criteria the Evaluation Panel will use to evaluate whether a Pitch has the potential to address HNZ's objectives and warrants progressing to the Presentation stage.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Invitation to Pitch (ITP)	The ITP comprises this ITP document (including the ITP-Terms) and any other schedule, appendix or document attached to this ITP, and any subsequent information provided by HNZ to Respondents through HNZ's Point of Contact or GETS.
ITP	This Invitation to Pitch.
ITP-Terms	The Invitation to Pitch – Process, Terms and Conditions as described in Section 4. These may be varied subsequent to the release of the ITP by HNZ on giving notice to Respondents.
MSD	Ministry of Social Development.
Offer Validity Period	The period of time when a Presentation (offer) is held open by the Respondent for acceptance by HNZ as stated in Section 1, paragraph 1.5, or as agreed between HNZ and the Respondent.
Pitch	The response a Respondent submits in reply to the ITP. It comprises the Returnable Schedules, the initial pitch, Presentation, financial and pricing information and all other information submitted by a Respondent (except where it is clear from the context that Pitch is intended to mean the initial pitch submitted by Respondents).
Point of Contact	HNZ and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ITP process. HNZ's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Pitch.
Partnership	The third stage of the procurement process in which successful Respondents are invited by HNZ to enter into negotiations to finalise a Contract.
Presentation	The detailed response a selected Respondent submits in reply to the ITP during the second stage of the procurement process. This will include a written document and any information provided at the in person presentation (if the Respondent is asked to meet HNZ in person or if the Respondent requests and is granted a meeting).

Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of its Solution. Each Respondent's Presentation must include its Price.
Probity Auditor	As set out in Section 1, paragraph 1.7.
Respondent	A person, organisation, business or other entity that submits a Pitch in response to the ITP. 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.
Returnable Schedule	The forms prescribed by HNZ in Appendix B to this ITP and used by a Respondent to respond to the ITP, duly completed and submitted by a Respondent as part of the Pitch or Presentation (as applicable).
Solution	The particular goods, services, works or other offering that the Respondent is proposing to supply or provide to HNZ, as outlined in the Pitch and further developed in the Presentation.
Successful Respondent	Following the evaluation of Presentations and successful negotiations, the Respondents who enter into a Contract.

Appendix A: Evaluation Methodology

Pitch Evaluation

Each of the three Initial Evaluation Criteria set out in Section 3 to evaluate Pitches will be assessed in accordance with the following evaluation methodology.

The rating will be converted to a Pass or Fail where:

- a pass score will be a rating of Excellent, Good or Moderate Reservations; and
- a fail score will be a rating of either Serious Reservations or Major Reservations.

Responses that receive a pass score for all Initial Evaluation Criteria will be considered for selection for the Presentation stage. The Evaluation Panel will also exercise its business judgment in deciding whether to progress a Pitch.

Rating	Definition	Score
Excellent	Meets the criterion. Demonstration of the potential for the Solution to contribute towards HNZ's objectives and provide value for money, and for the Respondent to be capable of delivery (as applicable).	Pass
Good	Satisfies the criterion with minor reservations. Minor reservations regarding the potential for the Solution to contribute towards HNZ's objectives and provide value for money, and for the Respondent to be capable of delivery (as applicable), with little or no missing evidence.	Pass
Moderate Reservations	Satisfies the criterion with reservations. Moderate reservations regarding the potential for the Solution to contribute towards HNZ's objectives and provide value for money, and for the Respondent to be capable of delivery (as applicable), with some supporting evidence.	Pass
Serious Reservations	Fails to meet criterion with significant reservations. Considerable reservations regarding the potential for the Solution to contribute towards HNZ's objectives and provide value for money, and for the Respondent to be capable of delivery (as applicable), with little or no supporting evidence.	Fail
Major reservations	Fails to meet the criterion with major reservations. Does not comply and/or there is insufficient information provided to assess the potential for the Solution to contribute towards HNZ's objectives and provide value for money, and for the Respondent to be capable of delivery (as applicable).	Fail

Presentation Evaluation

Each of the three Evaluation Criteria set out in Section 3 to evaluate Presentations will be assessed in accordance with the following evaluation methodology. Each criterion will be scored out of 10 and the scores added together to give an overall score out of 30 for each Presentation. A Presentation with a score of 4 or below for any attribute may be excluded from further consideration, and in any event HNZ would expect to exclude a Presentation with a score of below 15 across all three criteria.

In addition to assessing against the Evaluation Criteria, business judgment will also be exercised to consider whether it is appropriate to progress a Presentation in light of HNZ's business considerations (as outlined in Section 3).

Rating	Definition	Score
Excellent significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of how the Solution contributes towards HNZ's objectives, achieves value for money and how the Respondent is capable of delivery (as applicable). Response 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 how the Solution contributes towards HNZ's objectives, achieves value for money and how the Respondent is capable of delivery (as applicable). Response 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 how the Solution contributes towards HNZ's objectives, achieves value for money and how the Respondent is capable of delivery (as applicable), with supporting evidence.	5-6
Minor reservations marginally deficient	Some minor reservations regarding how the Solution contributes towards HNZ's objectives, achieves value for money and how the Respondent is capable of delivery (as applicable), with little or no supporting evidence.	3-4
Serious reservations significant issues that need to be addressed	Considerable reservations regarding how the Solution contributes towards HNZ's objectives, achieves value for money and how the Respondent is capable of delivery (as applicable), 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 how the Solution contributes towards HNZ's objectives, achieves value for money and how the Respondent is capable of delivery (as applicable).	0

Appendix B: Returnable Schedules

Returnable Schedule 1: Pitch

This schedule will allow HNZ to evaluate the Respondent's Pitch in accordance with the Evaluation Approach outlined in Section 3 of the ITP. The Pitch should be concise and of around eight single-side pages (including this Returnable Schedule).

The Respondent must complete this Returnable Schedule and have it accompany the Pitch.

The following table provides information that helps HNZ learn about the Respondent and enables HNZ to assess whether the Respondent satisfies the pre-condition that the Respondent must demonstrate that it has the legal capacity for HNZ to contract with it, or will have by the time such a contract could come into effect. Please mark any questions or requests for information that are not applicable as **"Not Applicable"**.

Item	Detail
Trading name:	
Full legal name (if different):	
Physical address:	
Postal address:	
Registered office:	
Business website:	
Type of entity (legal status):	
Year of incorporation or establishment of entity:	
Registration number, e.g. company registration number:	
Country of residence:	
GST registration number:	
Directors/ partners	
How long has the Respondent operated under the current ownership?	
List any membership(s) of industry associations:	

Our Point of Contact

Item	Detail
Contact person:	
Position:	
Phone number:	
Mobile number:	
Email address:	

Overview of Solution

Ensure you have included an overview of your proposed offering (approximately two pages).

[Insert your answer here or identify where in your accompanying documentation your overview is located]

Initial Evaluation Criteria

In submitting your Pitch, ensure that you have addressed each of our three Initial Evaluation Criteria as outlined below. You are welcome to answer each criterion within the boxes provided or you may identify where in your accompanying documentation the criterion is addressed.

1. Potential to contribute to HNZ's objectives: *The Solution has the potential to contribute towards one (or more) of HNZ's objectives.*

[Insert your answer here or identify where in your accompanying documentation the criterion is addressed]

2. Potential to achieve value for money: *The Solution has the potential to provide value for money, be fit for purpose, achieve on time delivery and be of the right quality and quantity (as deemed applicable by HNZ for the specific Pitch).*

[Insert your answer here or identify where in your accompanying documentation the criterion is addressed]

3. Potential capability to deliver: *There is sufficient clarity and commitment regarding the Respondent's ability to deliver their Solution, including having adequate health and safety measures in place for their Solution (as deemed applicable by HNZ for the specific Pitch).*

[Insert your answer here or identify where in your accompanying documentation the criterion is addressed]

Returnable Schedule 2: Presentation

This schedule will allow HNZ to evaluate the Respondent's Presentation in accordance with the Evaluation approach outlined in Section 3 of the ITP.

The Respondent must complete this Returnable Schedule and have it accompany the Presentation

The Presentation document should be between 30 and 40 pages which is to include this Returnable Schedule and any accompanying documentation the Respondent considers necessary. HNZ recognises that additional pages may be required for some Presentations.

Overview of Solution

Ensure you have included a detailed overview of your proposed offering which incorporates any feedback given by HNZ. For example, describe the technical aspects of your product and/or elements of your service offering.

[Insert your answer here or identify where in your accompanying documentation your overview is located]

Evaluation Criteria

In submitting your Presentation, ensure that you have addressed each of our three evaluation criteria as outlined below. You are welcome to answer each criterion within the boxes provided or you may identify where in your accompanying documentation the criterion is addressed. As an annexure to this Appendix B, we have included guidance to assist Respondents in preparing their Presentations.

1. Contributes to HNZ's objectives

Explain how your Solution contributes towards one (or more) of HNZ's objectives.

[Insert your answer here or identify where in your accompanying documentation this criterion is addressed]

2. Achieves value for money

Explain how your Solution provides value for money over the whole life of the contract, is fit for purpose, will achieve on time delivery and will be of the right quality and quantity.

[Insert your answer here or identify where in your accompanying documentation this criterion is addressed. In addressing this criterion, please provide the total Price and breakdown of the total costs over the whole of life of the contract and detail any other costs and benefits]

3. Capability to deliver

Demonstrate that you have proven previous experience or track record to show that you can deliver the Solution or can otherwise generate sufficient confidence that you are capable of delivering the Solution.

[Insert your answer here or identify where in your accompanying documentation this criterion is addressed]

Demonstrate that you will have suitable health and safety measures in place to protect tenants, HNZ staff, Respondent employees, contractors and any other person that may be affected by the Respondent's Solution.

[Insert your answer here or identify where in your accompanying documentation this criterion is addressed]

Demonstrate that you have a commercial arrangements (which, where relevant, will be based on HNZ's standard terms for similar goods, services or works) and governance structure that are robust, sustainable and allocate risk effectively.

[Insert your answer here or identify where in your accompanying documentation this criterion is addressed]

Explain how you have the financial capacity to deliver the Solution. Evidence HNZ looks for in determining capacity includes audited financial accounts for the last three financial years, other independent financial assurances or financial support from a suitable third party.

[Insert your answer here or identify where in your accompanying documentation this criterion is addressed]

Feedback

Respondents should also respond to any feedback that was given by HNZ on any areas that need to be developed to address health and safety requirements, expected contractual terms and HNZ business considerations relevant to progressing the Solution.

Subcontractors and consultants

You must provide a list of any subcontractors and consultants that you propose to engage in the completion and/or delivery of your Solution. For each subcontractor or consultant, please include:

- the trade, discipline, service or goods being provided;
- the actual work that will be undertaken;
- a brief outline of qualifications, experience or skills; and
- the number of years they have been in business.

Intellectual Property

Please clearly identify any element of the Solution that you consider contains Intellectual Property rights that belong to either the Respondent or any other person so identified in the Presentation.

Assumptions

Please state any assumptions you have made in relation to your Presentation.

Referees

Please supply the details of two referees for your organisation. Please ensure that all referees listed agree to provide a reference and are reasonably available

Please note: in providing these referees you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Presentation. You also agree that all information provided by the referee to us will be confidential to us.

First referee	
Name of referee:	
Name of organisation:	
Goods/services provided:	
Date of provision:	
Address:	
Telephone:	
Email:	

Second referee	
Name of referee:	
Name of organisation:	
Goods/services provided:	
Date of provision:	
Address:	
Telephone:	
Email:	

Please contact me before you approach a referee for a reference	Yes/Not required
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Our declaration

Respondent's declaration		
Topic	Declaration	Respondent's declaration
ITP Process, Terms and Conditions:	I/we have read and fully understand this ITP, including the ITP-Terms detailed in Section 4. I/we confirm that the Respondent agrees to be bound by them.	[agree / disagree]
Collection of further information:	<p>The Respondent authorises HNZ to:</p> <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Presentation. <p>The Respondent agrees that all such information will be confidential to HNZ.</p>	[agree / disagree]
Ethics:	<p>In submitting this Presentation the Respondent warrants that it:</p> <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of HNZ (other than the Point of Contact) to lobby or solicit information in relation to the ITP c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of HNZ. 	[agree / disagree]
Offer Validity Period:	I/we confirm that this Presentation remains open for acceptance for the Offer Validity Period stated in Section 1, paragraph 1.5.	[agree / disagree]
Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Presentation, or entering into a Contract. Where a Conflict of Interest arises during the ITP process the Respondent will report it immediately to HNZ's Point of Contact.	[agree / disagree]
Details of conflict of interest: [if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].		

DECLARATION

I/we declare that in submitting the Presentation and this declaration:

- a. the information provided is true, accurate and complete and not misleading in any material respect
- b. the Presentation does not contain intellectual property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this Presentation, to make the statements and to provide the information in the Presentation and I/we am/are not aware of any impediments to enter into a Contract.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Presentation may result in the Presentation being eliminated from further participation in the ITP process and may be grounds for termination of any Contract awarded as a result of the ITP.

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent to make this declaration on its behalf.

Signature:

Full name:

Title / position:

Name of
organisation:

Date:

Annexure: Guidance for Presentations

A Presentation should address each of the Evaluation Criteria outlined in Section 3 of the ITP. To assist Respondents in preparing the content for their Presentations, Respondents are encouraged to consider the guidance set out under the three headings immediately below. These suggestions are not mandatory. A Respondent may choose to include other information that it considers relevant and should in any event address each element of the Evaluation Criteria set out in the table in Section 3 of the ITP.

Prior to the Presentation stage, HNZ may provide selected Respondents with additional guidance to assist with the preparation of Presentations. This will be additional to any specific feedback relating to individual Pitches.

Contribution to HNZ's objectives

- Identify who could benefit from the Solution and provide sufficient information to substantiate the identified benefits.
- Describe how the Solution is innovative and identify the benefits such innovation will provide, for example greater efficiencies, better quality products or improved social impact.
- Identify any risks that may arise with the Solution, and explain how these will be mitigated and managed (if a risk was to eventuate).

Achieves value for money

- Provide the projected total Price of the Solution and a break-down of how that Price is reached (including details of any sub-contractor pricing).
- Indicate whether any investment from HNZ is required for the proposed Solution to be feasible.
- Identify the expected timeframe for delivery.
- Explain the ways in which the Respondent will achieve any value-for-money from its subcontractors or with the materials purchased.

Capability to deliver

- Describe how the Respondent will deliver their Solution, with reference to the resources that will be involved.
- List the relevant qualifications and experience of any named personnel that will be involved in delivering the Solution, and describe their track record and particular strengths.
- Describe the organisation's track record in delivering any similar goods/services.
- Describe the Respondent organisation's size, structure and operational and financial systems that will manage delivery of the Solution. Explain how this will enable delivery of the full Solution on time and to the proposed specification.
- Detail the health and safety measures the Respondent will have in place to protect tenants, HNZ staff, Respondent employees, contractors and any other person that may be affected by the Respondent's Solution (ensuring that any feedback given by HNZ is addressed).
- Indicate whether the Respondent will comply with any standard contractual terms that were identified by HNZ.

Response to Feedback

Respondents should also respond to any of the following feedback that was given by HNZ:

- Any areas that need to be developed to address health and safety requirements.
- Any expected contractual terms.
- HNZ business considerations relevant to progressing the Solution.