



30 June 2026

Tēnā koe

Official Information Act request

Thank you for your email of 22 April 2026, requesting further information for guidance on Flexi-Wage, including business premises and professional advisors.

I have considered your request under the Official Information Act 1982 (the Act). Please find my decision on your request set out below.

I note you have received a letter dated 20 May 2026 from the Regional Director, Auckland Central and East Region of the Ministry. That letter advised the additional information we require from you to finalise your application for the Flexi-wage Self Employment (FWSE) subsidy and for the Flexi-Wage Start Up payment, for us to make a final decision. We encourage you to participate in and complete that process.

Please note you have received responses from the Ministry dated 2 March, 30 April, 13 May, 21 May, and 29 May 2026 that have provided comprehensive information we hold on self-employment support. This includes our external and internal Ministry policies.

1. Internal Guidance — Home-Based & Mixed-Use Business Premises

- *The current internal guidance document or staff instruction used by MSD assessors when assessing applications where the business operates from a residential or mixed-use address.*
- *Any equity or discrimination impact assessment conducted on this guidance, and findings.*
- *Confirmation of when this guidance was last reviewed or amended, and the reason for any amendment since 1 January 2020.*

If no such guidance document exists, please confirm this in writing.

The Ministry does not have any specific guidance in addition to the link to the Ministry's publicly available Manuals and Procedures (MAP) advice provided in our response dated 2 March 2026, and our internal policy advice that was provided to you in seven appendices on 30 April 2026.

I am refusing the rest of your request under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

2. Internal Guidance — Professional Advisor Funding

- *The current internal guidance document on whether Flexi-Wage self-employment funds may be used to pay for professional advisors required as part of the application or assessment process.*
- *Any internal document identifying the requirement for professional advice combined with the inability to fund it from the grant as a systemic access barrier, and MSD's documented response.*
- *Any legal advice on whether this structural barrier gives rise to obligations under the Human Rights Act 1993 or NZBORA.*

If no such guidance or advice exists, please confirm this in writing.

The Ministry does not have any specific guidance in addition to the link to the Ministry's publicly available Manuals and Procedures (MAP) advice provided in our response dated 2 March 2026, and our internal policy advice that was provided to you in seven appendices on 30 April 2026.

I am refusing the rest of your request under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

3. External Vetter Contract & Legal Authority

Note on commercial sensitivity: Scope of services, authority framework, and performance terms of contracts for public welfare assessment functions relate to the exercise of public power, not commercial interests. MSD must address this distinction explicitly if s9(2)(ba) is relied upon.

- *The contract or terms of engagement between MSD and the external vetting provider used to assess Flexi-Wage self-employment applications, including scope of services and duration.*

The Ministry uses a publicly notified Registration of Interest (ROI) process that external parties can apply to become Ministry external vetters.

Please find attached as **Appendix 1** - *FlexiWage Self Employment ROI September 2021*, which addresses this request.

- *The procurement record confirming how the external vetter was appointed —whether through public tender or direct appointment, and the written authority for that appointment.*

The procurement record that confirms this was completed via a Registration of Interest (ROI) through the Government Electronic Tenders Service (GETS):

www.gets.govt.nz/MSD/ExternalTenderDetails.htm?id=24657508

Further information regarding the GETS process including Terms and conditions, privacy statements in relation to the GETS process, can be found <https://www.gets.govt.nz/ExternalIndex.htm>.

- *The statutory or regulatory provision under which MSD is authorised to use an external provider to assess Flexi-Wage self-employment applications.*

I provide the link to the Ministry's Purchasing and Procurement Policy which outlines the expected rules, behaviours, standards and processes for the way the Ministry's buys goods and services, including funding social outcomes across the whole of the Ministry. www.msd.govt.nz/documents/about-msd-and-our-work/about-msd/suppliers/msd-purchasing-and-procurement-policy-2025.pdf.

- *The most recent performance review or assessment of the external vetting provider prepared by or for MSD.*

Your request for this information under the two above bullet points is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

4. Quality Assurance Framework

- *The current quality assurance or internal review framework document covering declined Flexi-Wage self-employment applications.*

The Ministry does not have any specific guidance in addition to the link to the Ministry's publicly available Manuals and Procedures (MAP) advice provided in our response dated 2 March 2026, and our internal policy advice that was provided to you in seven appendices on 30 April 2026.

- *The most recent internal audit or QA report that includes findings on Flexi-Wage self-employment decline decisions.*

Your request for this information is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

- *The documented escalation pathway available to applicants who believe their decline was procedurally flawed, and how this pathway is communicated to applicants.*

Please see my earlier advice that you should have received a letter dated 20 May 2026 from the Regional Director, Auckland Central and East Region of the Ministry. This letter addresses this part of your request.

- *Any internal document identifying a performance metric, KPI, or incentive structure that could influence approval versus decline rates.*

If no QA framework or audit report exists for this programme, please confirm this in writing.

Your request for this information is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

5. The Eligibility-Assessment Paradox

Note: Policy

Note: Policy guidance and impact assessments are not protected under s9(2)(g)(i) or s9(2)(h). Where legal advice is withheld on those grounds, the policy guidance and any impact assessments must still be released and listed separately on the Vaughn schedule.

The programme uses personal circumstances to establish eligibility yet those same circumstances may be applied as negative assessment factors. I request:

- Any internal guidance on how assessors should treat personal circumstances that both establish eligibility and affect assessment outcomes.*

The Ministry does not have any specific guidance in addition to the link to the Ministry's publicly available Manuals and Procedures (MAP) advice provided in our response dated 2 March 2026, and our internal policy advice that was provided to you in seven appendices on 30 April 2026.

- Any internal legal advice on whether the assessment framework is consistent with the Human Rights Act 1993, including indirect discrimination provisions.*
- Any equity or discrimination impact assessment of the Flexi-Wage self employment assessment criteria conducted since 1 January 2020.*

If no such guidance or advice exists, please confirm this in writing.

Your request for this information under the two above bullet points is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

I will be publishing this decision letter, with your personal details deleted, on the Ministry's website in due course.

If you wish to discuss this response with us, please feel free to contact OIA_Requests@msd.govt.nz.

If you are not satisfied with my decision on your request, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Ngā mihi nui

pp.



Anna Graham
General Manager
Ministerial and Executive Services

Call for Registrations of Interest (ROI)

Flexi-wage Self-Employment Expansion (September 2021)

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OFFICIAL INFORMATION ACT

ROI released: 14 September 2021

Deadline for Questions: 04 October 2021

Deadline for Registrations: 12.30pm 11 October 2021

Ministry of Social Development
56 The Terrace
Wellington

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This opportunity in a nutshell

The Ministry of Social Development (MSD) is tasked with improving the lives of New Zealanders through access to income support, housing, and employment opportunities support. As a part of the income and employment streams, we've identified more work can be done to support New Zealanders wishing to enter Flexi-wage self-employment (FWSE).

The Ministry was allocated \$30 million to improve outcomes for New Zealanders wishing to become self-employed. Whilst we are expanding the supports available for all New Zealanders wishing to become self-employed, we are ensuring we have an increased focus on improving self-employment outcomes for Māori and Pacific communities.

MSD currently have several self-employment initiatives, some operating nationwide, others in individual regions. The aim of this opportunity is to ensure each region has a pool of verified and trusted organisations which they can refer clients to so they can receive business support and mentoring as they start and progress through their self-employment journey.

While all providers are encouraged to apply for the nationwide expansion, we are also looking specifically for Māori and Pacific oriented providers who can work with our Māori whānau and Pacific People in Auckland, East Coast and Canterbury regions. Providing upskilling, mentoring, and support in a culturally appropriate way with an understanding of Te Ao Maori, Tikanga and Pacific understanding, philosophies cultural practices.

What we need

We need organisations who are able to provide a range of supports for our clients as they start and progress through their self-employment journey and as they build them into sustainable revenue producing businesses. We are looking to identify providers who are willing to work with our clients, as needed, and provide support through all aspects of the self-employment process whether this is completing a business plan, technical business support or mentoring and coaching advice.

This tender has two main aims:

- 1) To increase the number of organisations known to MSD who are willing and able to help our clients plan, progress through and succeed in the first year of their self-employment
- 2) To increase the number of Māori and Pacific organisations (especially in Auckland, East Coast and Canterbury) who are known to MSD who are willing and able to help our clients plan, progress through and succeed in the first year of their self-employment in a way which incorporates Māori and Pacific skills, knowledge, culture and philosophies.

We are looking for providers who can:

- offer appropriate support and advice on how to create a business plan and initiate the self-employment journey. Providing realistic advice for business support both during this covid-19 environment and when recovered, appropriate timelines, preparation and planning support
- and
- Provide technical business support and training – the hard skills – to upskill clients needing to learn different aspects of running a business including but not limited to budgeting and finance, marketing, insurance and tax, business requirements and regulation
- and / or
- Provide coaching and mentoring support – the soft skills – to keep the client on track, motivated and able to continue through their self-employment start up.
- **In addition to the nationwide expansion**, we are also looking specifically for Māori and Pacific oriented providers who can work with our Māori whānau and Pacific People in Auckland, East Coast and Canterbury regions

Once we've identified you and if you're appropriate to support our clients needs, you will be placed on a list of preferred and known providers who can help our clients.

What we don't want

As we are utilising a “fee for service” payment structure, we are not looking for organisations who require start up funding or who would require a retainer type payment structure. Further we cannot guarantee a minimum number of clients. Any organisation who is using this service as their sole form of revenue may find this is not a suitable tender.

It will be great to have organisations which are able to provide the mentoring and coaching as well as the technical skills and business support however it is not a necessity if you wish to show your interest through this process.

What's important to us

We are looking for providers who have a strong understanding of business, small business growth, and self-employment. We want to ensure the client is able to receive support which is culturally appropriate and that they are able to access both support for the technical skills of starting and progressing a business as well as the soft skills such as coaching and mentoring.

While it is important the client has access to all levels of support, mentoring and skill development, we are not necessarily searching for a single organisation which can provide all supports – the funding assigned to each client can be paid towards multiple organisations who are working individually or can be paid to a group of organisations who take a pre-arranged collaborative approach.

Why should you bid?

This tender allows you and your organisation to get on a preferred list of providers which MSD will refer our clients to who wish to take up a self-employment opportunity. The service opens a new avenue to your business for increased revenue, greater networking and on-going funding.

Being part of this tender does not exclude you from continuing your normal business but instead allows you to build your customer/client base where you get to impart your knowledge and expertise on a whole new cohort of people.

Please note: Funding is made accessible to the client when they are eligible for the Flexi-wage Self Employment grant funding. This is not a tender where we are looking to have a formal contract with you as providers, we are aiming to identify providers who we recommend to clients. Work completed will be paid directly by MSD to the provider out of the clients' available grant funding to a set maximum.

SECTION 1: Key information



1.1 Context

- a. This is an invitation to organisations who can provide technical business knowledge and experience and/or organisations who can provide business mentoring and coaching to self-employment start-ups to submit a Registration of Interest for the Flexi-Wage Self Employment Expansion opportunity.
- b. This is also an invitation to organisations who can provide culturally appropriate and culturally focussed self-employment support, skills and mentoring for Māori and Pacific clients wanting to undertake a self-employment opportunity.
- c. This ROI is a two-step procurement process. Respondents will initially be evaluated by a panel with expertise in working with Maori and Pacific peoples, then will be evaluated by a panel consisting of regional MSD staff from the region they wish to provide service.
- d. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *‘a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term*

Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' Definitions are at the end of [Section 4](#).



1.2 Our timeline

- a. Here is our timeline for this ROI.

Step in ROI process:

Date:

Deadline for Questions from suppliers:

3pm 04 October 2021

Deadline for the Buyer to answer supplier's questions:

07 October 2021

Deadline for Registrations:

12.30pm 11 October 2021

Respondents notified of outcome:

29 October 2021

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

Please note Notification of the Outcome may be delayed by Covid-19



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** Michael Whitham

Email address: ET_Contracts_hub@msd.govt.nz



1.4 Developing and submitting your Registration

- a. This is a closed, competitive tender process. The ROI sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the ROI. In particular:
- develop a strong understanding of our Requirements detailed in [Section 2](#).
 - in structuring your Registration consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For resources on tendering go to: [www.procurement.govt.nz/for suppliers](http://www.procurement.govt.nz/for-suppliers).
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your Registration you must use the Response Form provided. This is a Microsoft Word document that you can download. Please do not exceed 5 pages when completing the response form.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. Check you have provided all information requested, and in the format and order asked for.
- h. Having done the work don't be late – please ensure you get your Registration to us before the Deadline for Registration!
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1.5 Address for submitting your Registration

- a. Registrations must be submitted via GETS or by email to the following address:

ET_Contracts_hub@msd.govt.nz



1.6 Our ROI Process, Terms and Conditions

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

- a. If, after publishing the ROIs, we need to change anything about the ROIs, or ROI process, or want to provide suppliers with additional information we will let all suppliers know by email.

SECTION 2: Our Requirements

2.1 Background

Funding of \$30 million has been allocated to improve outcomes for New Zealanders wishing to become self-employed. Whilst we are expanding the supports available for all New Zealanders wishing to become self-employed, we are also ensuring we have an increased focus on improving self-employment outcomes for Māori and Pacific communities.

We are wanting to increase the number of organisations we work with in order to provide business training, advice and guidance to our clients, enabling them to better, quicker and more easily access support which is appropriate to their needs and their self-employment journey.

The aim of this opportunity is to ensure each region has a pool of verified and trusted organisations which they can refer clients to so our clients can receive business support and mentoring as they start, progress and sustain their own business.

In addition to the nationwide expansion we are also looking specifically for Māori and Pacific oriented providers who can work with our Māori whānau and Pacific People in Auckland, East Coast and Canterbury regions to ensure we can make self-employment more accessible for clients of Maori and Pacific decent in these areas who have historically had lower levels of uptake of the FWSE support. We are looking at organisations who can provide upskilling, mentoring, and support in a culturally appropriate way with an understanding of Te Ao Maori, Te Reo Maori, Tikanga and Pacific culture and language understanding, philosophies cultural practises.

2.2 What we are buying and why

This ROI relates to the identification of businesses and organisations which would be willing and able to provide support to our clients who are looking at entering self-employment as their access point to the labour market. International and local research shows that providing upskilling, mentoring and coaching to people in their first year of self-employment increases the likelihood of success. We are hoping to identify businesses to which we can refer clients for support when they need it for upskilling, mentoring support and / or coaching.

We are also aiming to identify those providers with a strong identity to Māori and/or Pacific cultures who can help and support our Maori whanau and/or Pacific people to achieve their self-employment goals, particularly in Auckland, East Coast and Canterbury regions.

With both the overall, general expansion and the expansion of providers with a focus on improved outcomes for Māori and Pacific clients we are looking for support, guidance and advice for the following aspects:

- Preparation of a business plan and planning advice including helping the client understand their market, the skills they'll need and some business strategies
- Skill development and training such as marketing, taxes, costing, employment law
- Coaching and mentoring including how the business relates to their personal goals and how they can connect with business networks, and other professional networking environments
- Bespoke, ad hoc, as needed support delivered in a culturally appropriate and client specific way
- Support may be needed to help the client prepare a mid-term report as needed by MSD to ensure the client is on the right track and can continue to receive funding.

2.3 Term of Service

Since February 2021, the Flexi-wage Self-Employment offering has been operating under it's current model. This tender is to provide assurances of the quality of business support and advice being offered to potential and current participants by identifying businesses around the country who can offer this level of support. Funding for this service has been currently been provided to MSD through until February 2023.

As outlined above Funding is made accessible to the client when they are eligible for the Flexi-wage Self-Employment grant funding. This is not a tender where we are looking to have a formal contract with you as

providers, we are aiming to identify providers who we recommend to clients. Work completed will be paid directly by MSD to the provider out of the clients' available grant funding to a set maximum.

2.4 Key outcomes

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

Description	Indicative date for delivery
Clients are able to receive support as they start to plan their journey into self-employment and prepare a business plan for external vetting	Ongoing throughout service delivery
Clients are able to receive upskilling in business development, running a business and self-employment	Ongoing throughout service delivery
Clients are able to prepare a mid-term report outlining how their business is progressing and the likelihood of on-going success	Ongoing throughout service delivery

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SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used to shortlist Respondents is weighted attribute (weighted criteria).

3.2 Pre-conditions

Each Registration must meet the pre-condition below. Registrations which fail to meet the pre-condition will be eliminated from further consideration.

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

#	Pre-condition	Meets
1.	Provider must have MSD Social Service Accreditation level 4 or be willing and able to get Accreditation	[Yes/No]
2.	Provider must have previous experience providing support to people starting a business	

3.3 Evaluation criteria

Registrations which meet the pre-condition will be evaluated on their merits according to the following evaluation criteria and weightings:

Criterion	Weighting
Business Skills	60%
1. Do you consider your skills to be in business advice, upskilling and training OR coaching and mentoring OR both? Please describe your level of expertise in these skills.	20%
2. Of the following list, which do you believe your organization has strength in. Please assess on a scale of 1 (low) – 10 (high). Please provide additional comments to elaborate on your score if appropriate. Pre-service support Business plan development and support Lived experience creating a business from scratch Lived experience improving an existing business Experience dealing with MSD and/or other government organisations Needs assessments for clients (and their business) Industry specific knowledge (what industry(ies)) Personal coaching and development Understanding of different beliefs and cultures Professional consulting and advice (what skills) Local labour market conditions and knowledge	20%
3. Describe what good business looks like to you? Demonstrate how you can/would help others to achieve this goal	20%
Cultural Skills	20%
4. Explain what attributes you believe are the most important when working with clients from differing backgrounds and describe how you take these into account when working with them	20%

Service Requirements	20%
5. Would you be comfortable operating in both a face to face or virtual medium? How would you ensure you can continue to support clients during these trying COVID-19 times?	5%
6. If you were required to support a client with each of the following components – what would you expect to be paid? Note: approximately \$4000 per person is earmarked for through this expansion - Support for and Completion of a business case - Support for and completion of a mid-term report which outlines for MSD how the business is progressing, what other supports may be needed etc - Hourly rate for business support	15%
7. Do you identify strongly with Māori or Pacific Peoples culture? Please note: This is for statistical purposes only and does not impact scoring	0%
8. Please list which areas and/or regions you are able to provide service	0%
Total weightings	100%

3.4 Scoring

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

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Registration identifies factors that will offer potential added value, with supporting evidence.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Registration identifies factors that will offer potential added value, with supporting evidence.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2

UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0
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Frequently Asked Questions

Tender Questions

Why is MSD running an ROI process for the Flexi-wage expansion?

We currently have a Flexi-wage offering for those who wish to go into self-employment. We are running an ROI to identify businesses which would be willing and able to work with us to provide business training, advice and guidance to potential participants and for those once their business is up and running.

We are also wanting to improve the support offerings we are able to provide to Māori and Pacific clients – particularly in Auckland, East Coast and Canterbury regions. We are running this ROI to identify businesses who have lived experience supporting Māori and Pacific clients who wish to start their own business.

What are the timeframes for the ROI process?

The ROI information will be on GETS for three weeks from 16 August 2021. Questions will be able to be asked and answered up until 01 September 2021. The deadline to receive responses is 06 September 2021. Respondents will be informed of the outcome by 25 September 2021 (Covid-19 permitting).

How do providers respond to this ROI?

Instructions and details on how to submit a response have been included in the ROI information and will be on GETS. Responses will be accepted in written format.

Can providers ask for a review of the tender decision? If so, how?

There is no review of tender decision as we are not awarding a contract. However, providers can choose to challenge the outcome if they disagree with the Ministry's decision. Information can be found here: <https://www.procurement.govt.nz/suppliers-2/submitting-a-tender/feedback-and-complaints/>

What is the expected number of clients being supported through the service?

There is funding to support 1200 clients nationally during the two-year funding period. We have allocated funding to each of the 13 regions and it is at their discretion, how many referrals are made.

Who is eligible to access the Flexi Wage service and will likely be referred to successful providers?

Clients who wish to start their own business who are unemployed, at risk of long-term benefit receipt and are disadvantaged in the labour market may be eligible for Flexi-wage Self Employment. These clients are likely to be referred to this service. Only clients referred as part of the FWSE programme are eligible to be funded for this service.

How does the FWSE Programme Work? What can providers get out of it?

Clients apply for FWSE through their local work and income office. In order to access the full suite of services each client needs to submit a vetted business plan. MSD are able to provide funding for the client to receive business plan support and vetting and are able to provide funding to ensure the client is able to continue receiving upskilling, mentoring or coaching support throughout their first 28 weeks.

Until February 2021, funding for BTAG was capped at \$1,000 per client, barely covering the cost of vetting and support. Due to changes brought in for this expansion, the maximum each client is funded is up to \$5,000. This additional funding is to cover support provided to develop a business idea and for preparation of the Business plan, and any additional support, coaching and mentoring they may need once the business is up and running.

As a provider, you are able to be funded for your work to support our clients from the \$5,000. You are not able to vet the business plan and support the client of that same business as we believe this creates a conflict of interest.

What reporting will be required from successful providers

There are no reporting requirements on the providers for this service as we are not awarding a contract. Clients are required to provide verbal reports to MSD on how they are tracking at one, three and six months and a written report at 14 weeks.

How much can we earn per client

Clients are able to access up to \$5,000 through their funding grant. We require them to use a proportion of this funding to pay an external vetting agency however the rest of the funding is available for them to use to pay for services provided by your organisation as needed by the client.

SECTION 4: ROI Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) which apply to this procurement. Any variation to the ROI-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this ROI.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.*' [Definitions](#) are at the end of this section.
- If you have any questions about the ROI-Terms please get in touch with our [Point of Contact](#).

Standard ROI process



Preparing and submitting a Registration

4.1 Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the ROI.
- b. By submitting a Registration the Respondent accepts that it is bound by the ROI Process, Terms and Conditions (ROI-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the ROI and any documents referenced in the ROI and any other information provided by the Buyer
 - ii. if appropriate, obtain independent advice before submitting a Registration
 - iii. satisfy itself as to the correctness and sufficiency of its Registration.
- d. There is no expectation or obligation for Respondents to submit Registrations in response to the ROI solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Registration.



4.2 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's

identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.

- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.



4.3 Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by the Buyer at the correct address on or before the Deadline for Registrations. The Buyer will acknowledge receipt of each Registration.
- b. The Buyer intends to rely on the Respondent's Registration and all information provided by the Respondent (e.g. in correspondence). In submitting a Registration and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain intellectual property that will breach a third party's rights.
- c. Where the Buyer requires the Registration to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.



Assessing Registrations

4.4 Evaluation panel

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

4.5 Third party information

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



4.6 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Registration and may eliminate the Registration from the process.



4.7 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the Evaluation Approach set out in the ROI. The Buyer may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.
- b. In deciding which Respondent/s to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from due diligence
 - ii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iii. any relevant information that the Buyer may have in its possession.
- c. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Registration, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the ROI process the Buyer will not make public the names of the shortlisted Respondents.

4.8 Respondent's debrief

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

4.9 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the ROI, or the ROI process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. The Buyer and Respondent each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the ROI.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the ROI process or future contract opportunities.

Standard ROI conditions

4.10 Buyer's Point of Contact

- a. All enquiries regarding the ROI must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the ROI.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the ROI. The Buyer will not be bound by any statement made by any other person.



- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the ROI.

4.11 Conflict of Interest

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

4.12 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the ROI.
- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10.a and d. and 4.12.a. may be disqualified from participating further in the ROI.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ROI process to ensure probity of the ROI process.

4.13 Anti-collusion and bid rigging

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

4.14 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the ROI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the ROI.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 4.14.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

4.15 Confidentiality of ROI information

- a. For the duration of the ROI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the ROI strictly confidential and not make any public statement to any third party in relation



to any aspect of the ROI, the ROI process or the award of any Contract without the Buyer's prior written consent.

- b. A Respondent may disclose information relating to the ROI to any person described in paragraph 4.14.b. but only for the purpose of participating in the ROI. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the ROI.

4.16 Costs of participating in the ROI process

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

4.17 Ownership of documents

- a. The ROI and its contents remain the property of the Buyer. All Intellectual Property rights in the ROI remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all ROI documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Registration will, when delivered to the Buyer, become the property of the Buyer. Registrations will not be returned to Respondents at the end of the ROI process.
- c. Ownership of Intellectual Property rights in the Registration remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the ROI process.

4.18 No binding legal relations

- a. Neither the ROI, nor the ROI process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Registration
 - ii. the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with the Buyer
 - iii. the Evaluation Approach to be used by the Buyer to assess Registrations as set out in Section 3, and in the ROI-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - iv. the standard ROI conditions set out in paragraphs 4.10 to 4.23
 - v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 4.18.a. is subject only to the Buyer's reserved rights in paragraph 4.20.
- c. Except for the legal obligations set out in paragraph 4.18.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

4.19 Elimination

- a. The Buyer may exclude a Respondent from participating in the ROI process if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the ROI:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI process
 - ii. the Registration contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent



- vi. the Respondent has been convicted of a serious crime or offence
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

4.20 Buyer's additional rights

- a. Despite any other provision in the ROI the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the ROI, or any part of the ROI
 - ii. make any material change to the ROI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the ROI the Buyer may:
 - i. accept a late Registration if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Registration if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration
 - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
 - iv. accept or reject any Registration, or part of a Registration
 - v. accept or reject any non-compliant, non-conforming or alternative Registration
 - vi. decide not to enter into a Contract with any Respondent
 - vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the ROI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - x. waive irregularities or requirements in the ROI process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

4.21 New Zealand law

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



4.22 Disclaimer

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

4.23 Precedence

- a. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 4 (ROI-Terms)
 - iii. all other Sections of this ROI document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice A notice published by the buyer on GETS in advance of publishing the ROI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ROI.

Business Day Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.

Buyer The Buyer is the government agency that has issued the call for Registrations of interest through a ROI with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.

Competitors Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ROI or in general.

Confidential Information Information that:

- a. is by its nature confidential
- b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted'
- c. is provided by the Buyer, a Respondent, or a third party in confidence
- d. the Buyer or a Respondent knows, or ought to know, is confidential.

Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.

Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the ROI or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Contract	The written contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Deadline for Registration	The deadline that Registrations are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Registrations as described in Section 3, the ROI-Terms (as varied by Section 1, paragraph 1, if applicable.).
GETS	Government Electronic Tenders Service www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Registration.
Registration	The response a Respondent submits in reply to the Buyer's ROI. It comprises the Response Form, the Respondent's registration and all other information submitted by a Respondent.
ROI	Means the Buyer's call for Registrations of Interest.
Registration of Interest	The Buyer's call for Registrations of Interest comprises the Advance Notice (where used), this ROI document (including the ROI-Terms) and any other schedule, appendix or document attached to ROI, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
ROI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
ROI Process, Terms and Conditions (shortened to ROI-Terms)	The government's standard terms and conditions that apply to ROIs as described in Section 4. These may be varied at the time of the release of the ROI by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ROI by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.'

Response Form

The form and declaration prescribed by the Buyer and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.

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OFFICIAL INFORMATION ACT