

Request for Quote (RFQ)

By: Sexual Wellbeing Aotearoa (formerly Family Planning)

For: Creation of Relationships and Sexuality Education programme and supporting resources for intellectually disabled young people and adults.

Date RFQ released: Friday 15 November 2024

Deadline for Questions: 5pm, Thursday 23 January

Deadline for Proposals: 5pm, Tuesday 28 January 2025

Sexual Wellbeing Aotearoa
Level 2
205 Victoria Street
PO Box 11 515
Wellington 6142

The opportunity

This RFQ is issued by Sexual Wellbeing Aotearoa, referred to below as “the Buyer” or “we” or “us”.

What we need

Sexual Wellbeing Aotearoa wishes to appoint a contractor to develop a relationships and sexuality education programme with complementary resources for intellectually disabled youth and adults. We are seeking a Supplier with expertise in education programme design for intellectually disabled youth and/ or adults, and a sound understanding of their needs and the evidence relating to relationships, sexual and reproductive health and rights.

What we don't want

While we want the Supplier to create content for resources to be produced in a range of dynamic formats including posters and videos, we are not seeking capability in graphic design or video production as these can be contracted separately. However, if you do have this expertise within your organisation or partnership, you may include it in the Quote.

When do we need it?

The Buyer requires the new collateral to be delivered by 30 May 2025.

Why should you quote?

This is an exciting opportunity to lead the development of a resource that is much needed and wanted by the disabled community. It is also the chance to be part of the delivery of Sexual Wellbeing Aotearoa's new Health Promotion strategy.

A bit about us

Just as there was in 1936, when Sexual Wellbeing Aotearoa was established, there is still unmet need for essential sexual and reproductive health services, information and education in Aotearoa New Zealand. Sexual Wellbeing Aotearoa is committed to ensuring equitable access to quality, culturally responsive sexual and reproductive health services, information and education.

In 2024 we rebranded to Sexual Wellbeing Aotearoa. Please note that our legal name remains Family Planning and therefore the contract attached to this RFQ is in Family Planning's name.

Background to the Project

Sexual Wellbeing Aotearoa has developed a new Health Promotion Strategy within which we have identified developing new resources for people who are disabled as a priority.

The existing Sexual Wellbeing Aotearoa Relationships and Sexuality Education (RSE) programme for people who are intellectually disabled, *Colours of Sexuality*, has been available since 2014 and updated in 2021. It was adapted from 'Circles' in Australia after many requests from within and around the Aotearoa disabled community for a tailored RSE programme.

Colours of Sexuality includes a downloadable resource and a pamphlet for parents. It has been pitched at people with “mild to moderate” disability (NB this is now retired language) and is suitable for younger audiences. The content has been modified to be in-line with a structure of learning following ‘colours’ as learning modules, with content adapted from *Navigating the Journey*. The colours element of the programme has been adapted from an Australian programme that uses coloured circles to talk about

different learning topics. This is close to the programme 'colours of regulation' that uses colours to explore different emotions and is also used within the disability learning community. Sexual Wellbeing Aotearoa has received feedback that these two programmes and content can be confused with each other.

Colours of Sexuality is well utilised directly with clients including many requests from disability groups to Community Health Promoters to run this programme for their clients. This demonstrates a need within the New Zealand based disabled population.

For reference, Colours of Sexuality can be accessed here:

<https://sexualwellbeing.org.nz/shop/resources/health-promotion/the-colours-of-sexuality-a-guide-for-parents-whanau/>

[swa_colours-of-sexuality_feb2024.pdf](#)

Key Information

Our timeline

Here is our timeline for this RFQ (all are New Zealand times and dates):

Deadline for questions	17:00 23 01 25
Deadline for us to answer questions	17:00 27 01 24
Deadline for Quotes	17:00 28 01 25
Expected start date of Contract (indicative)	February 2025

How to contact us

Contact us through our Point of Contact via email:

Name: Fiona McNamara

Title/role: Director, Health Promotion

Email address: Fiona.mcnamara@sexualwellbeing.org.nz

Developing and submitting your Quote

- a. Take time to read and understand the RFQ.
- b. Take time to understand our Requirements in this document.
- c. Take time to understand how your Quote will be evaluated.
- d. If you have any questions, ask our Point of Contact (see above) before the Deadline for Questions.
- e. Use the Response Form to submit your Quote.
- f. Complete and sign the declaration at the end of the Response Form.
- g. Check you have provided all the necessary information in the correct format and order.
- h. Submit your Quote before the Deadline for Quotes.

Address for submitting your Proposal

Submit your Proposal to the following address: tenders@sexualwellbeing.org.nz

Make sure you include all attachments and reference material.

Our RFQ Terms

a. Offer Validity Period

By submitting a Quote, the Respondent agrees that their offer will remain open for three calendar months from the Deadline for Quotes.

b. RFQ Terms

By submitting a proposal, the Respondent agrees to the RFQ - Terms.

Late changes to the RFQ process

After releasing the RFQ, if we need to change anything or provide additional information, we will let all Respondents know by contacting Respondents by email.

Defined terms

You can find definitions at the back of the RFQ Terms.

Our Requirements

What are we buying

This procurement relates to the purchase of services.

What we are buying	Description
A relationships and sexuality education programme for ages 13+.	This programme should be aimed at 13-25 year olds, with information about how to adapt it for people over 25. The programme is designed as a session bundle that can be used flexibly in different contexts. The programme design is based on best practice for education design, relationships and sexuality education for intellectually disabled people. (See note one).
A Train-the-Trainer programme for professionals to deliver the RSE programme	Training programme for professionals e.g. support or care workers, residential support and care workers or educators. This includes all support material to deliver the training.
Resources to support the programme	This may include worksheets and activities, posters, pamphlets, videos or other resources. (See note one) It may include videos. (See note two)
Programme Promotional materials	Written content for promotion, e.g. fliers, web copy and social media copy. Does not include design and production.
Delivery of training to Sexual Wellbeing Aotearoa staff to deliver the programme to disabled people and to deliver the Train-the-Trainer programme to professionals	Training must be delivered online via Teams and recorded for Sexual Wellbeing Aotearoa's future internal training use.

Note One: The respondent may include visual design in their proposal, or state if this is not included and Sexual Wellbeing Aotearoa can procure this separately. Sexual Wellbeing Aotearoa has a style guide and content that must be adhered to in the design.

Note Two: We are seeking a supplier who is able to develop video concepts and potentially scripts. Sexual Wellbeing Aotearoa will contract a Production Company to Produce the videos.

What we require from a Respondent:

a. track record

We are seeking suppliers that have a track record in project managing and creating evidence-based education programmes for intellectually disabled people and train-the-trainer programmes; or experience creating relationships and sexuality education programmes and train-the-trainer programmes paired with experience working with intellectually disabled people in an educational environment.

b. capability

We are seeking suppliers that can develop an education programme, train-the-trainer programme and associated resources. We are seeking suppliers that can undertake stakeholder engagement with the intellectually disabled sector, work collaboratively and deliver the project on time and within budget.

We are seeking suppliers who can integrate a lived experience perspective of disabled people and those who support them into programme design. This may be done through an advisory group, interviews or other method.

We are looking for a supplier who can demonstrate how they would work collaboratively with Sexual Wellbeing Aotearoa staff to build longevity of the programme and ongoing relationships with the disability community.

c. solution

We are looking for solutions that

- align with international and Aotearoa-based best practice for delivery of relationships and sexuality education for disabled people.
- Integrate Mātauranga Māori
- Meet the needs of learners from diverse population groups including Māori, Pacific and migrant populations and LGBTQIA+ identified people.
- Incorporate engaging and dynamic learning formats

d. timeframe

We are seeking suppliers that can deliver the project by 30 May 2025.

Key deliverables

Description	Indicative date for delivery*
Project Plan created	28 February 2025

Description	Indicative date for delivery*
Research completed, existing programmes reviewed, initial stakeholder engagement completed.	11 April 2025
First draft of written content created – education programme, Train-the-Trainer and associated resources	9 May 2025
Content reviewed and tested	30 May 2025
Sexual Wellbeing Aotearoa team trained to deliver	30 June 2025
Final product delivered	30 June 2025

*milestone dates are indicative. We are open to interim milestones but require the final product to be delivered by 30 June 2025.

Contract term

We expect that the Contract will commence in January 2025. The anticipated Contract term is:

Description	Years
Initial term of the Contract	Up to 6 months

Delivery locations

We anticipate the Respondent will need to deliver the goods or services to these locations:

Location	What is being delivered here?
Programme content and resources	Online by email or agreed file sharing system
Sexual Wellbeing Aotearoa meetings and stakeholder engagement	Online
Sexual Wellbeing Aotearoa training	Online – Teams

Our Evaluation Approach

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

Evaluation model

The evaluation model is “weighted attribute”. Price is a weighted criterion.

All Proposals that meet the pre-conditions are evaluated using the evaluation model. Scores will assist in deciding the Successful Respondent(s), but ultimately the decision will be based on which Proposal(s) we consider will provide the best overall public value.

Evaluation criteria

We will evaluate Quotes according to the following criteria and weightings.

Criteria	Weighting
1. Price	15%
2. Track Record	28.33%
3. Capability of the Respondent to deliver	28.33%
4. Proposed Solution	28.33%
Total weightings	100%

Rating scale

The panel will use this rating scale to evaluate suppliers' bids against the criteria.

Description	Definition	Rating
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services. Response identifies factors that will offer potential added value, with supporting evidence and has an exceptional sustainability focus.	9-10
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services. Response identifies factors that will offer potential added value, with supporting evidence and sustainability has been built in.	7-8
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with supporting evidence. Sustainability has begun but is not yet mature.	5-6
Minor reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence. Sustainability is an after-thought	3-4
Serious reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence. No sustainability.	1-2
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence.	0

Price

If a Respondent offers a substantially lower price than other quotes, we may make enquiries or require additional evidence to verify that the Respondent can meet all the Requirements and conditions of the Proposed Contract for the price quoted.

Due diligence

For shortlisted Respondents, we may:

- a. reference check the Respondent and any named personnel
- b. make other checks against the Respondent e.g. a search of the Companies Office or NZBN
- c. interview Respondents
- d. Request examples of the Respondent's previous work

Our Proposed Contract

Proposed Contract

The Proposed Contract that we intend to use for this procurement can be requested from the contact person.

RFQ Terms

You can find definitions at the end of this Section.

Preparing and submitting a Quote

1. Preparing a Quote

a. Respondent obligations

The Respondent must:

- i. read the complete RFQ and any additional information provided and referred to by the Buyer
- ii. respond using the RFQ Response Form provided and include all information the Buyer requests
- iii. consider the risks and contingencies relating to the delivery of the RFQ requirements and outline how it will manage those risks and contingencies
- iv. include any assumptions, dependencies and/or qualifications in the quote, including anything that may limit its obligations or increase its quoted pricing or cost estimates
- v. quote prices in NZ\$, exclusive of GST
- vi. obtain independent advice before submitting a quote (if necessary)
- vii. make sure the quote is correct and the quote pricing is sustainable, i.e. covers the whole-of-life of the Contract, not just the initial term.

b. Process acceptance

By submitting a quote, the Respondent accepts the RFQ -Terms.

c. No obligation, no penalty

Suppliers are not expected or required to submit a quote in order to remain on any prequalified or registered supplier list.

2. Offer Validity Period

The quote must remain open for the Offer Validity Period stated in the RFQ.

3. Respondent questions

- a. The Respondent must make sure they understand the RFQ.
- b. If the Respondent has any questions or needs clarification, they:
 - i. must submit questions before the Deadline for Questions
 - ii. must clearly indicate any commercially sensitive information in their questions RFQ
 - iii. may withdraw their questions at any time.

- c. When the Buyer receives questions before the Deadline for Questions:
 - i. The Buyer will respond on or before the Deadline for Answers.
 - ii. The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent's identity.
 - iii. The Buyer will not release the Respondent's commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and release both this and the answer to all participants in the tender process. In that case the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

4. Submitting a Quote

- a. The Respondent must ensure the Buyer receives the quote at the correct address on or before the Deadline for quotes.
- b. After the Deadline for quotes, the Buyer will acknowledge receipt of the Proposal.
- c. The Respondent must ensure that all information they provide to the Buyer:
 - i. is true, accurate and complete
 - ii. is not misleading in any material respect
 - iii. does not contain material that infringes a third party's intellectual property rights
 - iv. is identical, if they supply both hard and soft copy quotes.
- d. The Buyer may rely on the quote and all information provided by the Respondent during the RFQ process (e.g. all correspondence and negotiations).

5. Evaluation panel

The Buyer's evaluation panel will evaluate the quote. The Buyer may have different evaluation panel members for evaluating different aspects of the quote. The Buyer may include independent advisors as evaluation panel members to evaluate some or all aspects of the quote.

6. Third party information

- a. The Buyer may request information from a third party where the Buyer considers the information may be relevant to the RFQ process, excluding commercially sensitive information about pricing or contract terms.
- b. If this occurs, the Respondent:
 - i. authorises the Buyer to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to the Buyer
 - ii. agrees the Buyer may use that information in its evaluation of the quote
 - iii. must ensure that all referees listed in the quote agree to provide a reference.

7. Clarification of Quote

- a. The Buyer may ask the Respondent for more information or clarification on the Proposal at any time during the RFQ process.
- b. The Buyer need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.
- d. If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by the Buyer), the Buyer may remove the quote from its evaluation process.

8. Evaluation and shortlisting of Quote

- a. The Buyer will evaluate the quote according to the Evaluation Approach.

- b. The Buyer may adjust its evaluation after considering additional information or clarification, as described above.

9. Negotiations

- a. The Buyer may invite one or more Respondents to enter into negotiations with a view to forming a contract.
- b. During negotiations, the Buyer may:
 - i. discontinue negotiations with one Respondent and then initiate negotiations with another Respondent
 - ii. negotiate concurrently with more than one Respondent.
- c. If negotiating concurrently with more than one Respondent, the Buyer must:
 - i. treat each Respondent fairly
 - ii. prepare a separate plan for each negotiation
 - iii. hold a separate negotiation meeting with each Respondent
 - iv. advise each relevant Respondent that concurrent negotiations will be carried out.
- d. Unless the Buyer agrees otherwise, the Respondent agrees that any legally binding contract that may result from the negotiations will be essentially in the form specified in the RFQ (Proposed Contract).

10. Notification of outcome

During the 30 Business Days after the Contract has been signed, the Buyer will let all unsuccessful Respondents know the name of the Successful Respondents, if any.

11. Issues and complaints

- a. The Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFQ or RFQ process at any time.
- b. When this occurs:
 - i. the Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint
 - ii. both the Respondent and the Buyer must do their best to resolve the issue or complaint
 - iii. the Buyer will not allow the issue or complaint to prejudice the Respondent's participation in the RFQ process, or limit or affect the Respondent's future procurement opportunities.

12. Buyer's Point of Contact

- a. The Respondent must direct all RFQ enquiries to the Buyer's Point of Contact in the RFQ.
- b. The Respondent must not approach any other employee or other representative of the Buyer, directly or indirectly, for information on any aspect of the RFQ.
- c. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the RFQ. The Buyer will not be bound by any statement made by any other person.
- d. The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email.
- e. If the Respondent has an existing contract with the Buyer, the Respondent must not use its business-as usual communications to contact the Buyer regarding the RFQ.

13. Conflict of Interest

- a. The Respondent must complete the Conflict of Interest declaration in the RFQ Response Form. If a joint quote is being submitted, each party must complete the Conflict of Interest declaration separately.
- b. If a Conflict of Interest arises during the RFQ process, the Respondent must inform the Buyer immediately.
- c. The Buyer may exclude a Respondent from the RFQ process if a material Conflict of Interest arises.

14. Ethics

- a. The Respondent must not attempt to influence, reward or benefit any representative of the Buyer, nor offer any form of personal inducement, in relation to the RFQ or the RFQ process.
- b. To maintain a fair and ethical RFQ process, the Buyer may require additional declarations or other evidence from the Respondent, or any other person, at any time.

15. Anti-collusion and bid rigging

- a. By submitting the quote, the Respondent warrants that:
 - i. the quote has not been prepared in collusion with a Competitor
 - ii. it will not engage in deceptive or improper conduct during the RFQ process.
- b. The Buyer may exclude the Respondent from the RFQ process if a breach of these warranties occurs.

16. Confidential Information

- a. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions in these RFQ terms, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFQ process on that party's behalf, but only for the purpose of participating in the RFQ. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else and does not use the information for any purpose other than participating in the RFQ process.
- d. The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

17. Costs of participating in the RFQ process

Except as otherwise stated in the RFQ, the Respondent must meet their own costs associated with the preparation, presentation and negotiation of the quote.

18. Ownership of documents

- a. The RFQ and its contents remain the property of the Buyer. All Intellectual Property rights in the RFQ remain the property of the Buyer or its licensors.
- b. The Buyer may request the immediate return or destruction of any RFQ documents and any copies, in which case the Respondent will comply in a timely manner.

- c. All documents forming part of the quote will, once they are delivered to the Buyer, become the property of the Buyer. The quote will not be returned to the Respondent.
- d. Intellectual Property rights in the quote remain the property of the Respondent or its licensors.
- e. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the quote for any purpose related to the RFQ process, including keeping appropriate records.

19. Limited rights and obligations

- a. Except as stated otherwise, nothing in the RFQ, these RFQ Terms or the RFQ process creates a contract or any other legal relationship between the Buyer and Respondent, unless and until they enter into a Contract.
- b. The following are binding on the Respondent:
 - i. The Respondent's signed declaration (contained in the RFQ Response Form).
 - ii. The Respondent's obligation to ensure the quote remains open for the Offer Validity Period.
 - iii. The Respondent's obligations under paragraph 4.

Nothing in this paragraph (19) takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the quote or in correspondence or negotiations with the Buyer.

20. Exclusion from the RFQ process

- a. The Buyer may exclude the Respondent from the RFQ process if the Respondent:
 - i. has not provided requested information in the correct format
 - ii. has breached the RFQ Terms and the Buyer considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Recipient)
 - iii. included a material error, omission or inaccuracy in the quote
 - iv. is in bankruptcy, receivership or liquidation
 - v. has made a false declaration
 - vi. has a conviction for a serious crime or offence; or
 - vii. is a person or organisation designated as a terrorist by New Zealand Police.
- b. The Buyer may exclude the Respondent from the RFQ process if:
 - i. there was a serious performance issue in a previous, or current, contract delivered by the Respondent
 - ii. the Buyer considers the integrity of the Respondent is in doubt due to the Respondent's professional misconduct or an act or omission; and/or
 - iii. the Buyer becomes aware of any other matter that materially diminishes the Buyer's trust in the Respondent.

21. Buyer's additional rights

- a. Changes to the RFQ
 - i. The Buyer may amend, suspend, cancel or re-issue the RFQ, or any part of it, so long as it notifies the Respondent.
 - ii. The Buyer may change material aspects of the RFQ, such as the timeline, Requirements or Evaluation Approach, provided it gives the Respondent time to respond to update its quote in relation to the changes.
- b. Timeline

- i. The Buyer may accept a late quote if it is the Buyer's fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late quote.
 - ii. The Buyer may answer a question submitted after the Deadline for Questions and notify all Respondents about the submission of the question and the answer.
- c. The Quote
- i. The Buyer may accept or reject any quote, or part of a quote. This includes any non-compliant, non-conforming or alternative quote.
 - ii. The Buyer may decide not to accept the lowest price conforming quote, unless stated otherwise in the Evaluation Approach.
- d. RFQ Process
- i. Subject to earlier paragraphs, the Buyer may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.
 - ii. The Buyer may provide Respondents with information arising from questions about the RFQ.
 - iii. The Buyer may withhold information arising from questions about the RFQ. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
 - iv. The Buyer may waive requirements or irregularities around the RFQ process if the Buyer considers it appropriate or reasonable to do so.
 - v. The Buyer may amend the Proposed Contract at any time, including during negotiations with a Respondent.
 - vi. The Buyer may decide not to enter into a Contract with any Respondent.

22. Consortia and unbundling

The Buyer may make its selection conditional on the Respondent agreeing to the Buyer selecting individual elements of the Quote that can be delivered separately, unless the Quote specifically states that the Quote, or the relevant elements, must be taken collectively.

23. New Zealand law

The laws of New Zealand govern the RFQ. Each Respondent agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the RFQ or the RFQ process. The Respondent agrees that it cannot bring any claim in relation to the RFQ except in a New Zealand court.

24. Disclaimer

- a. Nothing contained or implied in the RFQ, or RFQ process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.
- b. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up to date.
- c. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFQ process, whether as a result of the Buyer exercising its rights, the Buyer's negligence or RFQ Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the RFQ process, to all Respondents combined, is NZ\$5,000 or (if known and greater than \$5,000) 5% of the estimated value of the proposed Contract as determined by the Buyer prior to the release of the RFQ.

- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent’s intellectual property rights.

25. Precedence

- a. Any conflict or inconsistency in the RFQ will be resolved by giving precedence in the following descending order:
- i. Key Information section of the RFQ
 - ii. these RFQ Terms
 - iii. all other sections of the RFQ document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer’s Point of Contact.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

Definitions

In relation to the RFQ 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.
Buyer	Sexual Wellbeing Aotearoa
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFQ or in general
Confidential Information	Information acquired by the other party (Recipient) from the Provider in connection with the RFQ process, where that information: <ol style="list-style-type: none"> a. is by its nature confidential b. is marked at the time of disclosure to the Recipient as ‘confidential’, ‘in confidence’, ‘restricted’, ‘sensitive’, ‘secret’ or ‘top secret’, and/or c. the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider. However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.
Conflict of Interest	A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to: <ol style="list-style-type: none"> a. conflict with the Respondent’s obligations to the Buyer under the RFQ or in the provision of the goods or services, and/or b. call into question the independence, objectivity or impartiality of any person involved in the RFQ process on behalf of the Buyer. <p>A Conflict of Interest may be:</p> <ol 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	Any written Agreement entered into by the Buyer and a Successful Respondent for the delivery of the Requirements.
Deadline for Quotes	The deadline for delivering or submitting Proposals to the Buyer as stated in the RFQ.
Deadline for Questions	The deadline for submitting questions to the Buyer as stated in the RFQ.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in the RFQ.
Intellectual Property	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.
Offer Validity Period	The period of time when a quote is held open by the Respondent for acceptance by the Buyer as stated in the RFQ.
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 RFQ process. The Buyer's Point of Contact is identified in the RFQ. The Respondent's Point of Contact is identified in its Proposal.
Proposed Contract	The contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in the RFQ.
Quote	The response a Respondent submits in reply to the RFQ. It comprises the RFQ Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Registration of Interest	A formal request by a Buyer asking potential Respondents to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Quotes (RFQ)	The RFQ comprises the RFQ document (including the RFQ -Terms) and any other schedule, appendix or document attached to the RFQ, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact.
Requirements	The Buyer's requirements for goods and/or services as described in the RFQ.
Respondent	A person, company or organisation that submits a Proposal in response to the RFQ. The term Respondent includes each member of any consortium.
RFQ Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFQ, duly completed and submitted by a Respondent as part of the Proposal.
RFQ -Terms	Terms as set out in the RFQ, together with any additions or amendments to those RFQ Terms specifically identified in the RFQ.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, any Respondent who is awarded a Contract to deliver all or part of the Requirements.