



Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Te Kāwanatanga o Aotearoa

Registration of Interest

Whānau Ora Commissioning Services

GETS Reference: 30329580



“We are at the starting point of major transformation in the way services are designed and delivered, contracts are arranged and the way providers work together. But most of all, we are at the starting point of our cultural transformation celebrating the power and potential of a whānau-centred approach which will enable our people to flourish”

Hon Dame Tariana Turia, March 2011



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Section 1. Key Information

1.1 The Opportunity

Whānau Ora was agreed to by Cabinet in 2010, arising from an expert taskforce chaired by Tā Mason Durie. The taskforce's report, presented to Hon. Tariana Turia, advised government on how to support whānau and families in need. That report provided the framework for Whānau Ora's development across Aotearoa New Zealand, as the kaupapa has grown from supporting over 8,000 whānau in 2014 to almost 60,000 whānau by 2024.

Shifting the focus from 'services for individuals' to 'wrapping services around whānau' is at the heart of the Whānau Ora approach. Whānau are supported to identify the aspirations they have, to improve their lives and build their capacity to achieve their goals.

The approach of considering whānau as the 'core unit' for social uplift is centred on a number of policy planks of note, being:

- support approaches should focus on the whole needs and aspirations of whānau and families (i.e. not just individuals nor singular negative social hazards);
- support approaches should be centred on whānau gains against an established Whānau Ora Outcomes Framework, which includes seven wellbeing elements; and
- service delivery should be devolved, with non-Crown commissioning entities engaging a network of localised providers to work with whānau that might otherwise be hard for central agencies to reach and positively connect with.

Whānau Ora has always been non-exclusive and available to all who might benefit from it, including non-Māori. This inclusivity aligns with the foundational principle of a whānau-centred approach to wellbeing, that all are welcome to draw upon and use it if it assists their communities. This perspective is what led to the establishment in 2014 of a commissioning agency focused on Pacific peoples' wellbeing.

Using a devolved service delivery model, Whānau Ora is a strong example of a whānau-centred, locally led and government enabled solution. The key to its effectiveness is the use of commissioning agencies to directly invest in and support local and regional initiatives to deliver Whānau Ora outcomes. Delivering Whānau Ora through a commissioning model allows community-based providers to positively connect with and address the needs of whānau within their communities. This is particularly relevant for those whānau that are not often, or not easily engaged by central agencies.

This devolved, agile service delivery model means Whānau Ora is well-placed to complement the Government's social investment approach.

Whānau Ora commissioning agencies play a crucial role in organising navigator services, and in contracting and coordinating with health, social, and other service providers within the community who work directly with whānau. A holistic approach has been central to the success of Whānau Ora over the last decade, enabling whānau to lead their own journeys toward improved wellbeing.



In 2018, the 'Whānau Ora Review Report | Tipu Mātoro ki te Ao' validated the positive outcomes being achieved for whānau and the potential for whānau-centred approaches to be applied more widely across government. Since then, Whānau Ora has continued to demonstrate its value as a public service delivery vehicle, including in crisis situations supporting whānau and vulnerable yet resilient communities through COVID-19, and extreme weather events such as Cyclone Gabrielle.

Since 2014, Te Puni Kōkiri has contracted three Whānau Ora commissioning agencies through separate Outcome Agreements. Te Puni Kōkiri administers funding and monitors commissioning agency performance under these Outcome Agreements, which have been extended multiple times and will expire on 30 Pipiri | June 2025. The total value of these agreements in 2023/24 was \$157M.

With a solid foundation in place, Te Puni Kōkiri now looks to further strengthen the role Whānau Ora plays in our communities while maintaining its principles.

Given the services that are being sought for the next iteration of Whānau Ora Commissioning, and in line with the Government Procurement Rules and good practice, it is timely and appropriate that this contract opportunity is openly advertised to the market.

Therefore, Te Puni Kōkiri is undertaking this competitive procurement process to identify, select and engage preferred Respondents for commissioning services for Whānau Ora.

Whānau Ora Commissioning Services are being procured for four regions. There will be two regions in Te Ika-a-Māui | North Island and one in Te Waipounamu | South Island. A fourth region will focus on delivery methodologies able to address the needs of Pacific peoples across Aotearoa New Zealand. Across the four regions, commissioning services will ensure that Whānau Ora service providers can continue to support the needs of whānau, now and into the future.

1.2 The Outcomes Sought from the Procurement

Whānau Ora shifts the focus from providing services to individuals to offering services that support the entire whānau. Whānau Ora puts whānau wellbeing at the centre of decision making, empowering them to take control of their journey toward better health, social, and economic outcomes.

To build on this success and support the Government's ongoing investment in Whānau Ora, this procurement seeks three key changes in Whānau Ora commissioning (for more details on the requirements refer to Section 2).

1) A sharpened focus on service reach

An updated funding allocation model built from the ground up, that is on frontline navigator full time equivalent (FTE) costs, will increase the current number of frontline navigators available across the motu to directly support whānau. The updated funding model reflects an intention to focus commissioning agencies on core commissioning functions.

An increase in Whānau Ora navigators is required to support whānau with the highest and most complex needs, particularly in areas where central agencies have struggled to reach and positively engage with whānau.

To increase the number of frontline navigators, commissioning agencies will:

- focus on a specific set of core functions and operate efficiently so that they can prioritise funding for navigator services over back-office functions, and



- purchase frontline navigator services through those locally led, community-based organisations who have deep understanding of whānau needs. Commissioning agencies will not deliver services directly to whānau.

The geographic boundaries of commissioning agencies have been revised, increasing their number from three to four, to enable more targeted funding to reach whānau facing the most difficult social and economic challenges.

2) Taking a stronger more consistent approach to social investment

The Government currently invests over \$70 billion per annum in social services, and has acknowledged that despite this, it is not seeing the outcomes it wants to see for all New Zealanders. The social investment approach will support social services reaching whānau that need them, in a timely matter, when they are most needed.

At the heart of the social investment approach is the use of data-driven methods to understand what people need, to set measurable goals and to develop continuous measurement and feedback loops.

To align with the social investment approach, commissioning agencies will:

- have data reporting requirements covering individual, whānau, and provider and performance; and
- adopt a standardised and consistent approach to measuring whānau progress against the Whānau Ora Outcomes Framework.

Commissioning agencies will need to develop and follow an investment plan to guide where navigators are placed, based on localised priorities. For example, a commissioning agency might identify drug harm issues in a particular community and prioritise providers with navigators who are able to mitigate against drug harm.

Working closely with Government colleagues at the Social Investment Agency, Te Puni Kōkiri will facilitate the provision of investment guidance for commissioning agencies to factor into their investment plans. This will include data to enable Whānau Ora commissioning agencies to support delivery against the Government Targets

Commissioning agencies will be required to establish an investment board – with community representation – to make decisions on the right mix of service providers, based on investment plans and linked to investment advice.

3) Efficiency through commissioning best practice

Regularly contesting contracts helps ensure that New Zealand public funds are used more efficiently, enhancing both service delivery and innovation. The existing Outcome Agreements for Whānau Ora Commissioning have been in place for over ten years. During this period, significant shifts have occurred in the social sector.

This procurement intends to recognise these shifts through updated Outcome Agreements that reflect among other things; commissioning agencies being focused on efficient and effective commissioning, more funding being moved to the service provider front-line, enabling increased numbers of navigators to assist whānau in achieving their aspirations, increased collaboration and sharing between commissioning agencies and greater use of data to assist in planning and evaluation of what works.



1.3 The Procurement Process

This is an invitation for suitably qualified Respondents to submit an ROI to provide Whānau Ora Commissioning services (**Services**).

The ROI is the first stage in a two-stage competitive procurement process that is expected to include the:

- ROI, and
- RFP.

The intent of the procurement process is to:

- Adequately test the market in a genuinely competitive manner
- Avoid unnecessary cost or effort for Respondents
- Sufficiently inform and enable potential Respondents to respond with fit for purpose service offerings that represent good public value
- Comply with Te Puni Kōkiri procurement policies, the Government Procurement Rules, Government Procurement Principles, and the Government Procurement Charter, and
- Meet good standards of probity and conflict management.

Within the overall procurement process, the purpose of the ROI is to:

- Provide potential Respondents with sufficient background information to:
 - Make an informed decision on whether to respond to the opportunity
 - Inform the development of any collaborative partnerships needed, and
 - Prepare a Registration.
- Describe the procurement process, including the evaluation criteria and weightings, including any mandatory criteria
- Confirm the capability and capacity in the supplier community to provide the Whānau Ora Commissioning requirements, and
- Provide a means to shortlist a small number of suitably capable and experienced Respondents to take into the RFP stage of the procurement.

In the ROI Response Form, Respondents are asked to:

- Confirm understanding of, and commitment to, key services and objectives;
- Confirm willingness and ability to meet Te Puni Kōkiri mandatory requirement set out at Section 3.1.2, and
- Provide information on their capability and capacity, coverage and connections to meet the requirements set out in this ROI.



Following the evaluation of Registrations, short-listed Respondents may be invited to participate in an RFP, as described in Section 3.2.

Following the RFP, Te Puni Kōkiri may initiate the process of entering into an Outcome Agreement with the preferred Respondent(s) that is:

- consistent with modern, good industry practice
- fair to each party
- holds each party accountable to the commitments it has made, and
- sustainable and scalable; and
- holds each party accountable to the commitments it has made.

This document deals primarily with the ROI stage of the procurement process. How the ROI evaluation will be conducted and against what criteria is set out in Section 3 of this ROI.

The structure and approach to the RFP stage of the procurement process will be informed by the information obtained during the ROI stage and may be influenced by what Te Puni Kōkiri deems viable and makes the most sense commercially and logistically.

Te Puni Kōkiri is retaining the option to proceed (as its sole discretion) straight to negotiations from this ROI for one or more regions if competitive options do not eventuate.

Next steps and any changes to the procurement process will be communicated to the Respondents.

1.4 Timetable

The anticipated timetable for this ROI and subsequent procurement activities is set out below. All dates and times are in New Zealand Daylight Time (NZDT), are indicative only, and are subject to change at the sole discretion of Te Puni Kōkiri.

Any changes to the ROI timetable will be advised via the Government Electronic Tender Service (GETS). Any changes to the timetable or process following the ROI will be advised to the relevant parties when appropriate.

Activity	Indicative Completion Date
ROI	October to November 2024
ROI advertised on GETS	4 October 2024
Deadline for Questions Deadline to confirm intention to respond	17 October 2024
ROI closing date (Registrations due)	12:00pm on 24 October 2024
Respondents advised whether shortlisted to RFP stage	12 November 2024



Activity	Indicative Completion Date
RFP	November 2024 to April 2025
RFP released to shortlisted Respondents	22 November 2024
1:1 hui meetings with Respondents	23 November – 12 December 2024
Deadline for questions or hui meetings with Respondents	12 December 2024
RFP Closing Date (submissions due)	Midday 19 December 2024
Presentations from Respondents (if required)	Late January 2025
Reference checks and due diligence on preferred Respondent(s)	Late January 2025
Respondents advised whether selected as preferred Respondent(s) to negotiate contract(s).	February 2025
Other activities	February to July 2025
Outcome Agreement negotiations through to approval and award	February to April 2025
Outcome Agreement commencement	1 July 2025
Debriefs for Respondents	July 2025

1.5 Structure of this ROI

The ROI is structured as follows:

- Section 1: **Key Information** summarises the opportunity, the procurement process, and indicative timetable for the procurement process.
- Section 2: **Our Requirements** provides background, context, the requirements and considerations for Whānau Ora Commissioning Services.
- Section 3: **Evaluation Approach** describes the ROI process and evaluation approach, including the mandatory criterion and evaluation criteria and weightings for the ROI stages. It also describes and the currently intended approach and indicative criteria and weightings for the subsequent RFP stages in this procurement process.
- Section 4: **Terms and Conditions** details the ROI terms and conditions.
- Appendix 1: **Contract Principles** summarises the opportunity, the procurement process and indicative timetable for the procurement process.
- Appendix 2: **ROI Response Form** provides the template for submitting a Registration of Interest (downloadable as a separate attachment).



1.6 Who Should Respond to this ROI

This is an openly advertised ROI, and any organisation is eligible to participate.

Te Puni Kōkiri is looking for commissioning agencies interested in and capable of commissioning services to deliver improved outcomes for whānau.

We encourage interest from a broad range of entities interested in future commissioning, including iwi and hapū based groups, as well as Māori and Pacific organisations that have relevant experience across various areas of the social sector.

You may choose to respond to this ROI directly or join with other parties to be part of a consortium responding to the ROI.

Importantly, only those Respondents who are assessed as best demonstrating they can meet Te Puni Kōkiri requirements will be shortlisted and invited to the RFP stage of the procurement.

1.6.1 What we don't want

As is relevant to your Registration, if you cannot commit to meeting the objectives and services set out at Section 2 and the mandatory criterion set out at Section 3.1.2, you should conclude that you are unlikely to be successful in this procurement process.

1.7 Developing and Submitting your Registration

1.7.1 Correspondence and Clarifications

Te Puni Kōkiri Point of Contact for this procurement is:

Contact: Whānau Ora Procurement

Email: RFP-Whānau Ora@tpk.govt.nz

All questions or requests for clarification from Respondents during this ROI process must be submitted via GETS before the Deadline for Questions shown in section 1.4 above. Questions will only be accepted in writing via GETS. Respondents must not email the Te Puni Kōkiri Point of Contact directly.

Te Puni Kōkiri will endeavour to respond promptly to any enquiries about this ROI. Questions, and answers to questions will be notified to all Respondents via GETS, unless the nature of the response is viewed by Te Puni Kōkiri as confidential or commercially sensitive, or Te Puni Kōkiri considers a response would be inappropriate to share to all Respondents via GETS. Te Puni Kōkiri may reword questions as needed to provide greater clarity, or relevance, or to otherwise respect confidentiality.

If Te Puni Kōkiri provides any information to a Respondent that is not included in this ROI which Te Puni Kōkiri considers to be applicable to all Respondents, that information may be published on GETS as a notice.

Any changes to this ROI or the processes that relate to it will be published on GETS.



Respondents must not approach any other employee, or external advisor to Te Puni Kōkiri regarding this ROI, with the exception of contacting the independent probity advisor in accordance with section 1.7.8. Any such attempt may result in disqualification of the Respondent from participating in this ROI and RFP.

Te Puni Kōkiri will not be bound by any statement, written or verbal, made by any person other than the Point of Contact for Te Puni Kōkiri. The Point of Contact is the only person authorised to make representations or explanations regarding this ROI document.

1.7.2 Confirming Intention to Respond

Respondents planning to submit a Registration are asked to confirm this intention by 17 October 2024 via email to the Point of Contact in section 1.7.1.

This is for administrative and planning purposes only. Providing this confirmation does not oblige a Respondent to submit a Registration. Similarly, any Respondent who has not indicated an intention to respond may still respond to this ROI by 12:00 pm on 24 October 2024.

1.7.3 Submitting a Registration

Registrations must be submitted electronically via GETS (www.gets.govt.nz) before the ROI Closing Date in section 1.4 above.

Registrations sent by post or fax, or hard copy delivered to our office or to Te Puni Kōkiri personnel, will not be accepted. In general, Te Puni Kōkiri will not evaluate Registrations received after the closing date and time. However, Te Puni Kōkiri reserves the right to accept and evaluate any late Registration at its sole discretion.

Te Puni Kōkiri will promptly acknowledge receipt of each Registration to the Respondent.

1.7.4 Format of Registrations

Registrations must be in accordance with the template response form published with this ROI with the file name: "Appendix 2 – ROI Response Form".

All sections of the template ROI Response Forms need to be completed by the Respondent. It is important that you do not change the structure of the template ROI Response Form (including section headings and sequence). Changing the structure of the template ROI Response Form may impact on how your Registration is evaluated.

Please ensure the Declaration at the end of each of the ROI Response Forms is signed prior to submission.

If anything is unclear or you have any questions, please submit a question via GETS before the Deadline for Questions set out in section 1.4 above.

While we have provided a significant amount of reading material, please be clear that for this ROI, we do not expect an equivalent amount of information in return. The ROI Response Form outlines which information we do require. As we progress through the procurement, we may require more information to achieve an optimal outcome, or otherwise where we have concerns, or lack clarity.

For example, you are not required to fully detail your proposed solution or provide any costs as part of your Registration. These will be the focus of the RFP stage, which itself will be informed by the ROI process



The ROI evaluation focuses on the commitment of Respondents to the direction Te Puni Kōkiri is seeking for the next iteration of Whānau Ora Commissioning Services, and on the capability, capacity, coverage and connections of Respondents.

For this ROI we encourage succinct responses that promptly get to the heart of the questions being asked. Please ensure you answer the questions we are asking. Respondents must ensure that all information submitted as part of a Registration is of sufficient detail to substantiate the Respondent's ability to meet or exceed the requirements of this ROI.

Te Puni Kōkiri is not required to accept any Registration for evaluation and may elect not to evaluate any Registration that does not comply with such procedural instructions and/or terms of this ROI, including Registrations that are only partially complete or do not follow the template ROI Response Form format.

1.7.5 Supporting Information

Supporting information may be submitted with a Registration. Any additional supporting information needs to be relevant and brief, clearly marked as an appendix to the Registration, and clearly referenced to the relevant section of this ROI.

1.7.6 Validity Period

In submitting a Registration, the Respondent agrees that their Registration is valid and remains open for acceptance by Te Puni Kōkiri for six months from the ROI Closing Date.

1.7.7 ROI Terms and Conditions

The remaining ROI Terms are set out in Section 4 of this ROI.

1.7.8 Probity and Conflicts of Interest

It is essential that Te Puni Kōkiri demonstrates ethics and integrity in its procurement. This means:

- Acting fairly, impartially, and with integrity
- Being accountable and transparent
- Being trustworthy and acting lawfully
- Managing conflicts of interest, and
- Protecting the Respondent's commercially sensitive and confidential information.

To assist with this, Te Puni Kōkiri have engaged Steven Heath, Associated Director of Audit NZ to provide independent probity advice and monitor probity matters throughout the procurement.

If you have any concerns about any procedural matter related to this ROI or the wider procurement process, you may contact Steven at Steven.Heath@auditnz.parliament.nz.



Section 2. Our Requirements

2.1 Project Overview

2.1.1 Te Puni Kōkiri

Te Puni Kōkiri is the Government's principal policy advisor on Māori wellbeing and development. Te Puni Kōkiri was established under the Māori Development Act 1991 with responsibilities to promote Māori achievement in education, training and employment, health, and economic development; and to monitor the provision of government services to Māori for the purpose of ensuring the adequacy of those services.

2.1.2 Current State: Whānau Ora Commissioning Services

In 2009, the Taskforce on Whānau-Centred Initiatives presented a report to Government. That report provided the framework for Whānau Ora development throughout Aotearoa.

Whānau Ora was agreed to by Cabinet in 2010; and arose from an expert taskforce group, chaired by Tā Mason Durie, who advised on how to support whānau and families in need.

Whānau Ora is a whānau-centred approach to wellbeing, focused on the whole whānau and addressing individual needs within the context of the whānau. Shifting the focus from 'services for individuals' to 'wrapping services around whānau' is at the heart of the Whānau Ora approach.

Whānau Ora is open to all. Whānau Ora was always non-exclusive and available to all who might benefit from it, including non-Māori. This inclusivity aligns with the original values that formed Whānau Ora; an openness to share a whānau-centred approach to wellbeing, and that others should be welcome to draw upon it and use it if it assists their communities. This perspective is what led to a commissioning agency focused on the wellbeing of Pacific peoples.

Since 2014, Te Puni Kōkiri has contracted three Whānau Ora commissioning agencies through separate Outcome Agreements. Te Puni Kōkiri administers funding and monitors commissioning agency performance under these existing Outcome Agreements. The agreements have been extended multiple times and will expire on 30 Pipiri | June 2025. The total value of these agreements in 2023/24 was \$157M.

Using a devolved service delivery model, Whānau Ora is a strong example of a whānau-centred, locally led and government enabled solution. The key to this model being effective is the use of commissioning agencies to invest in, and support initiatives that deliver Whānau Ora outcomes. Delivering Whānau Ora through a commissioning model allows community-based providers to address the needs of whānau within their communities. This is particularly relevant for those whānau that central agencies struggle to reach and positively connect with.

The Whānau Ora commissioning model is agile and well-placed to complement the Government's social investment approach. The devolved commissioning model delivers through communities and can be continually responsive to the needs of whānau.

Commissioning agencies play a crucial role in organising navigator services and contracting and coordinating with health, social, and other service providers within the community who work directly with whānau. The holistic approach has been central to the success of Whānau Ora over the last decade, enabling families to lead their own journeys toward improved wellbeing.



In 2018, the Whānau Ora Review Report | Tipu Mātoro ki te Ao validated the positive outcomes being achieved for whānau and the potential for whānau-centred approaches to be applied more widely across government. Since then, Whānau Ora has continued to demonstrate its value, including in crisis situations supporting whānau and vulnerable yet resilient communities through COVID-19 and extreme weather events such as Cyclone Gabrielle.

2.1.3 The Next Iteration of Whānau Ora Commissioning

Te Puni Kōkiri is undertaking a competitive procurement process to identify, select and contract Whānau Ora commissioning agencies to provide improved outcomes for whānau across the motu.

Understanding the needs of whānau in their region, commissioning agencies will commission services through local providers that support whānau to progress through the seven elements of Whānau Ora, as articulated in the Whānau Ora Outcomes Framework (as set out below). The seven elements of Whānau Ora set out below, from the Whānau Ora Outcomes Framework, are fundamentals and will remain unchanged by this procurement process.

Whānau Ora is achieved when whānau are:

1. Self-managing
2. Living healthy lifestyles
3. Participating fully in society
4. Confidently participating in Te Ao Māori
5. Economically secure and successfully involved in wealth creation
6. Cohesive, resilient and nurturing
7. Responsible stewards of their natural and living environments

The key objectives of the Whānau Ora Commissioning Services procurement are to strengthen services for whānau through:

- a. Greater service devolution to regional service providers to ensure more localised decision-making
- b. Greater proportion of funding going to the frontline workforce (Whānau Ora navigators)
- c. Improved data use and management protocols to better align with social investment methodologies (with individualised data going into the Integrated Data Infrastructure, known as the IDI), and
- d. Maintaining the Whānau Ora Outcomes Framework while providing increased alignment of service delivery impacts to Government Targets.

This procurement scope is for general Whānau Ora Commissioning Services and excludes other Whānau Ora pilots and initiatives.



2.2 Alignment to Strategic Objectives

Whānau Ora Commissioning Services will contribute to Te Puni Kōkiri strategic objectives by ensuring that Whānau Ora continues to be founded on a whānau-centred approach to wellbeing, focused on whānau and addressing individual needs within the context of the whānau.

2.3 Whānau Ora Commissioning Services Description

A high-level description of the services required for the next iteration of Whānau Ora Commissioning Services is outlined below in Table 1.

Table 1. Whānau Ora Commissioning Services high-level description of required services

Requirement	Description
Increase in commissioning agencies	<p>Te Puni Kōkiri intends to procure Whānau Ora Commissioning Services in four regions:</p> <ul style="list-style-type: none"> • two regions for Te Ika-a-Māui North Island • one region for Te Wai Pounamu South Island, and • one national service focussed on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand. <p>The increase in commissioning agencies (from the current three to four) will not increase 'back office' costs as commissioning functions will be more defined in scope and purpose.</p>
Alignment to the Government's Social Investment Approach	<p>There will be a requirement for commissioning agencies to regularly share individualised data that allows Stats NZ to integrate with the IDI. We anticipate this data transfer will be required three to four times per year.</p> <p>Commissioning agencies will be asked to commit to standardised and consistent methods for measuring progress against the Whānau Ora outcome measures.</p> <p>IDI reporting will be used to identify the impacts Whānau Ora services are having in areas such as Government targets.</p>
More focussed reporting and measurement of both commissioning agencies and service providers.	<p>Commissioning agencies will share with Te Puni Kōkiri aggregated and de-identified individual provider level data to understand the capacity, compliance and capability of the service provider network.</p> <p>Commissioning agencies will also share commissioning agency level data to understand distribution of funding to its providers, and the performance of the network.</p>



Requirement	Description
Differentiation of commissioning agencies from service providers	Commissioning agencies will focus on core commissioning functions and services, leaving the provision of navigator and other whānau services directly to whānau, for service providers to deliver.
More funding to the front line with more navigators and reach into communities	Available funding will be optimised through an updated funding allocation model which is built off an increase in frontline FTE navigators, and a rebalance of funding of operating costs and funding for other whānau initiatives.
Transparency and collective learning	Information will flow easily and accessibly around the whole Whānau Ora system. Collaboration between and across commissioning agencies is the norm, including the sharing of good practice, continuous improvement and innovative approaches to supporting whānau.
Governance	Commissioning agencies will need fit-for-purpose governance structures and processes to ensure that services align with the needs and aspirational of whānau in their region.

2.4 Out of Scope

The following services are out of scope for this procurement process, as they are subject to separate contracts.

- Localised Commissioning Entities
- Paiheretia te Muka Tangata
- Ngā Tini Whetu, and
- Any other commissioning initiatives funded outside of the Whānau Ora appropriation i.e. funded by other agencies.

However, this procurement does not preclude these types of services in the future being channelled through the Outcome Agreements agreed with the new commissioning agencies (if appropriate and at the appropriate time).



2.5 Description of Commissioning Services Required

2.5.1 Summary

This section provides more detail on what Te Puni Kōkiri is seeking in the following areas:

- Whānau Ora Commissioning Services:
 - Planning and direction setting for the region
 - Capacity and coverage in regions
 - Ongoing commissioning with agreed performance standards and parameters, reporting to Te Puni Kōkiri, and commitment to a standardised and consistent method for measuring progress of whānau against the Whānau Ora outcomes framework, and
 - Data capture, storage and reporting, including IDI.
- Attributes of the Commissioning Agency:
 - Connections, partnerships, collectives and whānau reach
 - Governance
 - Contract management, and
 - Collaboration and continuous improvement
- Implementation and transition
- Costs (including clarity on how services will be funded, ringfencing to ensure minimum number of navigators), and
- Commercial terms, including Outcome Agreement.

The information provided sets out the minimum expectations Te Puni Kōkiri has for the services to be contracted through the procurement.

2.6 Service Requirements

The tables below outline the required services and anticipated performance standards related to:

- Planning and direction setting for the Region.
- Implementation and Management, and
- Reporting

More detail on service requirements and performance standards will be provided in the RFP to shortlisted Respondents. These will form the basis for preparing a detailed Proposal.



Table 2: Planning and direction setting for the Region

Service Requirement	Performance Standard
Identify whānau needs, aspirations and available resources	Accessible documentation that provides a credible profile drawing on both qualitative and quantitative data.
Collaboratively define outcomes and performance indicators	Delivery plans and quantifiable success measures of progress, effectiveness and outcomes for whānau, agreed by stakeholders and service providers, confirmed by Te Puni Kōkiri and adjusted as needed to changing contexts.
Identify gaps in service provider reach to whānau and expertise; and plan for how these will be filled	Up-to-date view of service provider capacity, reach to whānau, expertise and sustainability and prioritised plans in place to address gaps and vulnerabilities.

Table 3: Implementation and management

Requirement	Description
Undertake high level commissioning service design	Develop a clear overall design for service providers, including for navigator services, with evidence of co-design with networks inclusive of collectives and individual service providers.
Agree service provider terms and performance standards	Agree performance, data and reporting requirements for service provider contracts that are aligned to Whānau Ora outcomes and well understood by service providers, including navigators.
Source and contract service providers	Source services from service providers, including navigators that are contracted in line with capacity and capability requirements, following investment guidance and investment planning processes.
Support service providers, including navigator providers, to develop their capability as part of a sustainable, high performing network	Provide evidence of effective feedback; peer learning and service improvement initiatives that address agreed priority areas for development.
Manage service provider contracts	Provide evidence of regular monitoring and two-way communication with service providers and timely issue resolution where required, in relation to operations, finance and delivery outcomes.
Make available suitable systems to service providers	Make available to service providers a suitable system to consistently track delivery of whānau interventions.



Table 4: Reporting

Requirement	Description
Data capture and storage	Evidence of robust data collection methodologies, practices and protections, along with secure data capture and management of individual and whānau.
Monitoring, analysis and benchmarking	Evidence of ongoing data analysis informing on current state, progress, organisational performance, risks and trends.
Reporting on network-wide performance data by funding type	Evidence of accurate and timely analysis and reporting on distribution of financials to providers by funding type.
Reporting on service provider operations, performance and financials	Evidence of accurate and timely analysis at both service provider and network level on capacity, compliance and capability relating to operations, performance and financials. The cadence of this reporting will be confirmed in the RFP..
Transfer of data into the IDI	Evidence of regular individualised de-identified data transfer to Stats NZ for entry into the IDI.
Annual reporting and other information provision required to fulfil its contractual obligations with Te Puni Kōkiri	Evidence of timely provision of annual reporting which meets requirements, and responses to ad hoc requests for data and reporting.

2.6.1 Capacity and Coverage in Regions

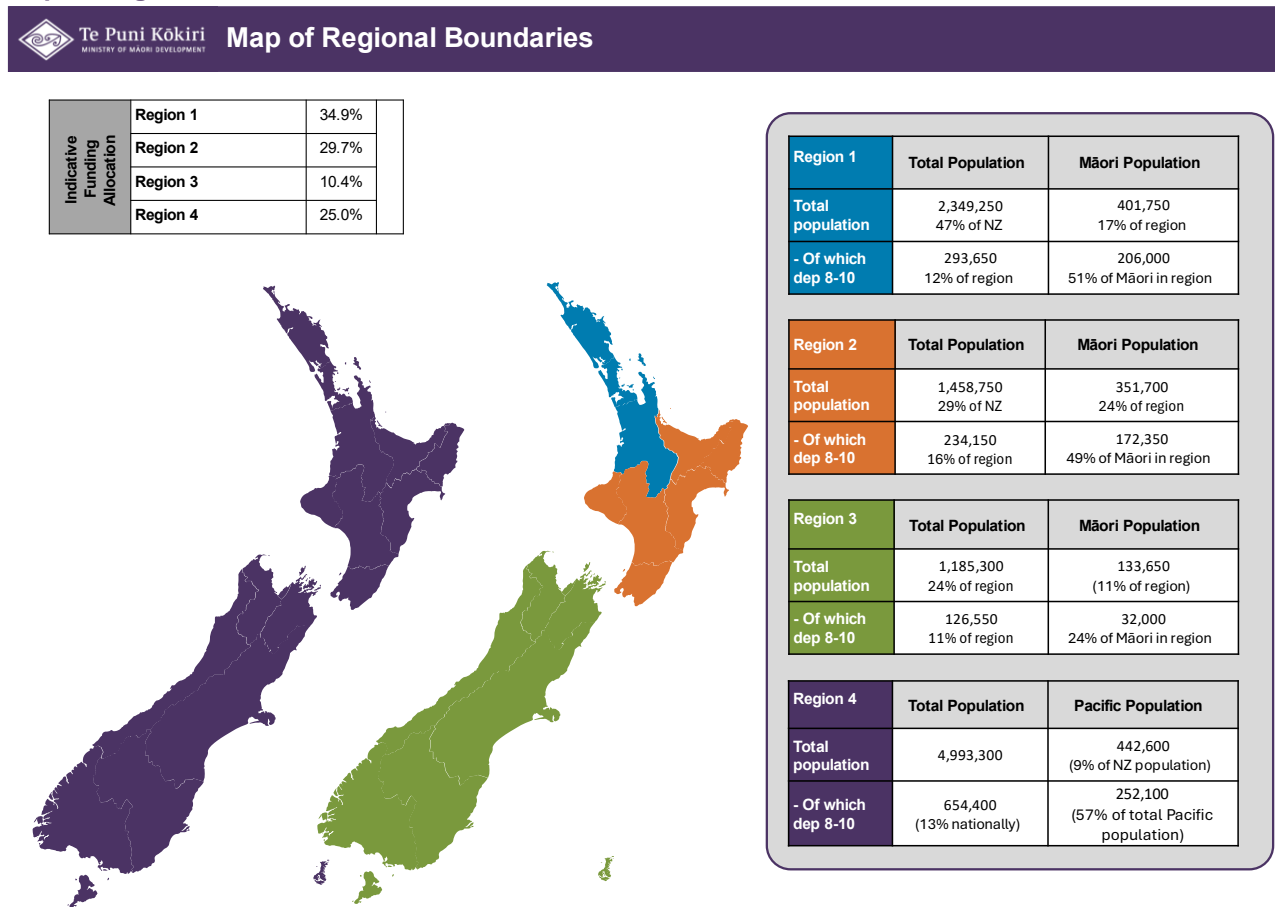
As stated above, Te Puni Kōkiri intends to procure Whānau Ora Commissioning Services in four regions:

- two regions for Te Ika-a-Māui | North Island;
- one region for Te Wai Pounamu | South Island; and
- one national service focussed on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand.



The boundaries of the four regions across the motu are shown in the Map 1 below.

Map 1: Regional Boundaries



Disclaimer: Population figures are from the 2023 census. Māori population deprivation 8+ is generated from the vulnerability index. The Pacific population deprivation 8+ is from the Social Economic Deprivation Index. Individuals can identify with more than one ethnicity. As a result, totalling deprivation statistics across all four areas by ethnicity will be more than the total population deprivation statistics. Both use Census 2018 data. NB: These are not official statistics. All numbers have been rounded to the nearest 50.

These boundary demarcations are defined using Regional Council confirmed boundaries. The geolocation of this can be found here on the Stats NZ data finder: <https://datafinder.stats.govt.nz/layer/106666-regional-council-2022-generalised/>

Boundary Demarcations

- **Region 1:** Northland, Auckland and Waikato
- **Region 2:** Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu-Whanganui and Wellington
- **Region 3:** Tasman, Nelson, Marlborough, Canterbury, West Coast, Otago and Southland
- **Region 4:** National service focussed on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand



Respondents need to confirm which region, or regions, they are applying to provide commissioning services, noting that:

- They must be able to provide commissioning services across a whole region, with a focus on areas of highest deprivation.
- They may apply to provide services for one, some or all of the four regions.

Table 5 below describes the types of reporting that will be required from commissioning agencies from 1 July 2025. Data will need to be tabular machine-readable.

Table 5 Data and Reporting

Requirement	Purpose and Importance
Individualised data	<p>Individualised data for inclusion in the IDI will need to provide a unique identifier of individuals, their name, date of birth, sex and address of those who are receiving services from 1 July 2025.</p> <p>This is to ensure that the data can be linked at an individual level with other datasets in the IDI.</p> <p>This enables quantitative insight of medium and long-term outcomes achieved because of the delivery of Whānau Ora provision, in alignment with the Government's Social Investment approach to public services.</p> <p>This data will need to be provided on a regular basis and requires the establishment of data sharing provision with Stats NZ.</p>
Service Provider reporting	<p>Service Provider reporting will need to provide oversight of the capacity, compliance and capability of the service provider network to deliver services.</p> <p>This is to ensure the reach of Whānau Ora provision can meet the demands of those most in need</p>
Financial reporting	<p>Financial reporting will provide oversight of financial status of commissioning agencies and decisions at a funding level.</p> <p>This is to ensure that funding provided to Commissioning agencies is compliant with contractual requirements.</p>
Delivery Performance	<p>Delivery Performance reporting will provide aggregated data of demographics of whānau who are receiving services, their perspective of services provided and the outcomes (from their perspective) due to the services they have received.</p> <p>This is to ensure that the provision of services is directed to whānau most in need and that it is contributing to their aspirations.</p>

2.7 Transparency and Collective Learning

Supported through appropriate controls and respect for privacy, commissioning agencies will need to communicate in a timely fashion with each other and with Te Puni Kōkiri to increase mutual understanding about what works and create a culture of continuous improvement and innovation.

2.8 Governance

In service of whānau and families, hapū and iwi, and on behalf of the Government, commissioning agencies will need a governance function based on best practice governance guidance provided by NZ Institute of Directors. This includes having a Board that:

- Determines purpose and adds value by leading the development of commissioning agency purpose, goals and strategy
- Has an effective governance culture that is committed to engaged, quality governance of the commissioning agency and is open debate, diversity, thoughtful challenge and constructive dissent
- Can effectively hold the agency to account through providing informed, astute, effective and independent oversight of performance and conformance matters, and
- Provides effective compliance and oversight and ensures the commissioning agency remains, solvent. The Board must have a focus on the probity of financial reports and processes, and a high standard of compliance with regulatory environments.

2.9 Funding Approach

The updated funding allocation model is built from the ground up, that is off frontline Navigator FTEs. Commissioning agencies will be required to organise themselves to provide efficient and effective commissioning activities to be able to support that front line provider resource. To best support the needs of whānau in identifying and meeting their aspirations, especially in hard-to-reach areas, increased numbers of navigator services will be needed from providers. To achieve this, commissioning agencies will need to balance the cost of corporate overheads alongside activities to complete needs analysis and planning, measurement of results and building provider capacity and capability.

Te Puni Kōkiri expectations regarding the use of funds across the three key categories of cost are:

- **Navigator Funding**

Funding will be used to maximise the delivery of frontline services to whānau. It is expected this will be achieved largely through an increase in the number of navigators.

- **Commissioning Agency Operating Costs**

Careful evaluation of operating costs will be required to assess the extent to which they help deliver value to whānau, are fit for purpose and work to deliver effective and efficient commissioning practices.



- **Other Whānau Costs**

Working closely with providers, commissioning agencies will be required to evaluate and agree other whānau costs (besides navigator costs) to optimise the value delivered to whānau.

Respondents are requested to separately indicate in their ROI response the extent to which they are prepared to commit to each of these expectations.

2.10 Respondent Attributes

The attributes we are seeking in the Respondent(s) that will be successful from this procurement are:

- Demonstrated track record in partnering with Te Puni Kōkiri and/or other social service agencies to optimise outcomes for whānau
- Demonstrated ability to implement the required services in a timely manner
- Credibly knowledgeable, capable, and experienced, including in managing challenges and risks
- Demonstrated processes related to implementation, continuity, reliability, and security
- Demonstrated evidence of a structured approach to account management, delivery to commitments, and accountability for delivery responsibilities
- Demonstrated knowledge of and modern practices related to areas such as privacy and data management
- Demonstrated understanding of and commitment to Broader Outcomes¹
- Acceptable company / consortium / collective structures and ownership, and
- Has no material conflicts of interest.

2.11 Connections

The attributes we are seeking in the Respondent(s) that will be successful from this procurement are:

- Demonstrated evidence at engaging and communicating with diverse whānau, hapū, iwi and including current and potential providers and other stakeholders to understand whānau need, aspirations and resources across the region
- Demonstrated evidence at collaboration and co-design interventions so that outcomes can be specified, and performance metrics quantified and measured, and
- Demonstrated processes in reviewing and adjusting delivery plans to maintain responsiveness to changing context.

¹ <https://www.procurement.govt.nz/broader-outcomes/>



2.12 Implementation

Te Puni Kōkiri expects to be able to start working with our selected supplier(s) by April 2025 and any implementation and/or transition needs to be complete by 30 June 2025, when current contracts expire.

We are seeking to ensure uninterrupted services. In planning for implementation and transition, the selected commissioning agencies will need to focus on key outcomes, develop comprehensive contingency plans and outline procedures to manage for potential disruptions. This will include risk assessments and mitigation strategies as well as establishing clear communication channels with stakeholders.

Confirming an implementation and transition approach is expected to be a key focus area in the RFP.

2.13 Ongoing Interaction with Te Puni Kōkiri

In acknowledgment that Whānau Ora is a government enabled, locally led, devolved service delivery model, commissioning agencies will have a number of ongoing interactions with Te Puni Kōkiri.

Te Puni Kōkiri will:

- Partner with commissioning agencies to understand Whānau Ora best practice, innovation and continuous improvement
- Actively manage commissioning agency contracts and monitor commissioning agency service performance, and
- Engage with central agencies, including the Social Investment Agency, to champion Whānau Ora commissioning.

2.14 Pricing

No pricing information is being requested or evaluated as part of the ROI process.

Pricing submissions for proposed solutions will be required as part of RFP submissions. A pricing template will be provided as part of the RFP.

The cost and approach to establish and transition services will be discussed during the RFP.

2.15 Contract

Te Puni Kōkiri intends to contract for services under an Outcome Agreement. The contract is expected to commence on 1 July 2025. The draft form of contract will be provided with the RFP.

A set of contract principles has been included in the ROI response template found at Appendix 1. This includes a format to acknowledge the proposed contract principles and/or to provide comment (if any) on how those principles would support the achievement of the goals for Whānau Ora.

These contract principles will form the basis of the terms in the draft Outcome Agreement that will be included with the RFP.



The anticipated Contract term and options to extend are:

Description	Years
Initial term of the Contract	Commencing 1 July 2025 for an initial term of six years* <i>*Subject to annual Budget commitments</i>
Options to renew the Contract	2 x Right of Renewals of three years each exercisable by Te Puni Kōkiri by written notice to a commissioning agency no later than 12 months prior to the expiry of the initial term or the first renewal term (as applicable).
Maximum term of the Contract	12 years.

2.16 Other Considerations

2.16.1 Broader Outcomes

Te Puni Kōkiri is committed to achieving social, economic, cultural, environmental, and public wellbeing outcomes as it provides services, including through its suppliers and the relationships it has with its suppliers (Broader Outcomes).

Te Puni Kōkiri expects respondents to be similarly committed and to be willing and able to assist Te Puni Kōkiri as it seeks to achieving these outcomes.

Section 3. Evaluation Approach

3.1 ROI Evaluation

3.1.1 Compliance Check

Following the ROI Closing Date, Registrations will be checked for compliance with the ROI conditions, including (without limitation) whether the Registration:

- Has arrived in advance of the ROI Closing Date and time
- Meets compliance requirements i.e., format, signatures, and requested attachments are provided
- Meets or accepts the mandatory criterion, as set out in section 3.1.2 below
- Is complete, sufficient in content/quality and/or provides a response to each component of the ROI Response Form. If a Registration is manifestly short of the required standard, a recommendation may be made that it should not proceed to the full evaluation process, and
- Is relevant to the scope and/or Requirements outlined in this ROI. If a Registration is manifestly not relevant, a recommendation may be made that it should not proceed to the full evaluation process.



Conflicts of interest declared or identified by Respondents will also be considered and compared to internal declarations already made. Any material issues will be raised with the relevant Respondent and may provide grounds on which Te Puni Kōkiri considers the response non-compliant.

Te Puni Kōkiri at its sole discretion may decide to progress or not progress any non-compliant response to the next stage of the process.

3.1.2 Mandatory Criterion for this ROI

Each Registration must meet the relevant mandatory criterion set out in the table below. Please note that if the mandatory criterion is not met, the Registration will be rejected and will not proceed further in the evaluation process.

Respondents who are unable to meet the mandatory criterion are unlikely to be successful in this procurement process.

Mandatory Criterion

If selected as a commissioning agency, the Respondent will provide agreed data into the IDI hosted by Stats NZ.

3.1.3 Panel Evaluation

Registrations that pass the compliance check and meet the mandatory criterion will be evaluated by an Evaluation Panel using the weighted and non-weighted evaluation criteria in section 3.1.4 below.

The scoring evaluators will be supported by non-scoring specialist advisors.

The findings will be used to assist the Evaluation Team to determine which Respondents proceed to the RFP stage.

Information provided by Respondents during the ROI may be used to inform the RFP documents and process. Te Puni Kōkiri retains rights to decide on the shape of the RFP stage of the procurement based on the nature and number of responses to the ROI.

At any time during the evaluation, there may be written questions for or discussions with one, some, or all Respondents as needed, to be determined at the sole direction of Te Puni Kōkiri.

On completion of the ROI evaluation, a small number of Respondents may be shortlisted to proceed to the RFP stage.

In each case the process will be communicated to Respondents shortlisted from the ROI.



3.1.4 Evaluation Criteria, Weightings, and Scoring

Registrations that pass the compliance check will be evaluated on their merits according to the following evaluation criteria and weightings:

ROI Criterion	Weighting
Commitment to the next iteration of Whānau Ora <ul style="list-style-type: none"> Alignment of values and kaupapa with the Whānau Ora Outcomes Framework Complementing the social investment approach with Whānau Ora commissioning Achieving the next iteration of Whānau Ora commissioning including the proposed approach to measurement, IDI data input, and reporting Partnering with Te Puni Kōkiri, and collaborating with other selected commissioning agencies including continuous improvement and innovation The separation of commissioning services from the provision of services to whānau Building increased navigator numbers and capabilities across the region to better support whānau A standardised and consistent method for measuring progress of whānau against the Whānau Ora Outcomes Framework 	30%
Capability and capacity <ul style="list-style-type: none"> Track record in providing whānau centred solutions In terms of personnel, the capacity of your organisation to provide the services required by Te Puni Kōkiri Operational and financial systems to manage delivery, including your ability to provide tabular machine-readable data Know how to optimize service provider performance, encourage the development of whānau navigator capabilities and realize outcomes for whānau 	40%
Regional Coverage and Connections <ul style="list-style-type: none"> Organisation profile (including size, structure, consortium / collective arrangements) Describe your understanding of considerations required to address the needs and aspirations of the whānau you will serve. Existing and proposed connections with community and whānau across the region Existing and proposed service provider network 	30%
Total weighting	100%



Non-Weighted Criterion	Evaluation Method
<ul style="list-style-type: none"> High level due diligence including information on any conflicts of interest and legal claims history 	Pass / Pass with conditions / Fail
<ul style="list-style-type: none"> Response to proposed contract principles to be included in the Outcome Agreement (how hard will it be to contract) 	Assessment of likelihood to be able to agree a contract

Scoring scale for weighted evaluation criteria

Description	Definition	Rating
Excellent	Exceeds the requirement. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services. Registration identifies factors that will offer potential added value, with supporting evidence.	9-10
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services. Registration identifies factors that will offer potential added value, with supporting evidence.	7-8
Acceptable	Satisfies the requirement. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services, with supporting evidence.	5-6
Minor reservations	Does not fully meet the requirement. Some minor reservations of the Respondent relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services, with little or no supporting evidence.	3-4
Serious reservation	Does not fully meet the requirement. Considerable reservations of the Respondent relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services, with little or no supporting evidence.	1-2
Unacceptable	Does not meet the requirement. Is not compliant, does not meet the mandatory pre-conditions, and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services, with little or no supporting evidence.	0



3.1.5 Clarifications and Additional Information

Te Puni Kōkiri may request clarifications and/or additional information from any Respondent(s) and/or third party about any aspect of a Registration (but is not required to request the same clarification and/or additional information from each Respondent).

Each Respondent authorises Te Puni Kōkiri to collect any information from the Respondent and/or any relevant third parties (except for commercially sensitive pricing information) and to use that information in evaluating the Respondent's Registration.

Any clarification(s) or additional information must be provided by the Respondent in writing and received within the time notified by Te Puni Kōkiri. The evaluation panel may amend or confirm initial evaluation scores in light of clarifications and additional information provided.

If a Respondent fails to respond adequately by the Deadline for Questions to any request for clarification or additional information, Te Puni Kōkiri may cease evaluating the Respondent's Registration without seeking further clarification from the Respondent. The Respondent will be notified in writing of this decision.

Respondents must not seek clarification from any Te Puni Kōkiri personnel other than the Te Puni Kōkiri Point of Contact subject to Section 1.7.8 (Probity and Conflicts of Interest). Any attempt to do so may be considered grounds for elimination from further consideration.

3.1.6 Due Diligence

During the ROI stage, Respondents will be asked to provide information related to:

- Conflict of interest
- Current or previous litigation and disputes.

Te Puni Kōkiri will undertake due diligence based on the information provided.

At Te Puni Kōkiri discretion, at any stage during the evaluation process any Respondent may need to satisfy some or all of the following due diligence activities that Te Puni Kōkiri may carry out, including (but not limited to):

- Health and safety
- Financial due diligence (including audited accounts) to assess the Respondent's financial viability through the review of financial statements and relevant information provided in the Registration
- Companies Office and/or credit checks
- Reviewing the proposed legal structures of any joint, consortium or collective approach (in particular the nature of the legal relationships and the division of responsibilities)
- Assessing the proposed organisational arrangements, including (without limitation) the governance arrangement and organisational structure
- Reference checks.



3.2 Request for Proposals

3.2.1 Request for Proposals

The findings of the evaluation of this ROI will be used to assist the Evaluation Team to determine which Respondents proceed to the RFP stage of the procurement process.

The Respondent's RFP proposal sets out their proposed solution and offer to Te Puni Kōkiri. The intended outcome is to identify and confirm the preferred Respondents for supply of Whānau Ora Commissioning Services in each region to enter into contract negotiations.

The RFP documents will be issued as a closed Request for Proposal to all shortlisted Respondents. The structure and scope of the RFP documents will be informed by the findings of this ROI.

The RFP process will allow for and encourage free and frank discussion between parties, but care will be taken to ensure that each Respondent is treated fairly and equally. This includes ensuring that information that should be provided to all Respondents is provided to all Respondents, but equally, that commercially sensitive or unique information or intellectual property from one Respondent is not shared or used with others without appropriate consent.

The RFP is expected to be used to resolve issues related to scope and requirements and subsequently improve the ability of the Respondent to submit a quality proposal under the RFP.

The process and timings for the RFP will be finalised during ROI evaluations, and subsequently these will be communicated to shortlisted Respondents. Our indicative timeline is set out at section 1.4 of this ROI.

All shortlisted Respondents can respond to the RFP for the regions they have applied and been shortlisted for.

Following the submission of their Proposal, shortlisted Respondents may have the opportunity to present their Proposals to the Evaluation Panel.

RFP submissions will be evaluated against a mix of weighted and non-weighted criteria to confirm preferred Respondents to enter into contract negotiations with Te Puni Kōkiri.

While the ROI and RFP stages of this procurement process both involve weighted criteria, the criteria and weightings will vary between the two stages as there are different areas of focus at each stage of the procurement.



The indicative RFP criteria and weightings are set out below. The RFP criteria and weightings are indicative only and are subject to change at the sole discretion of Te Puni Kōkiri. Any changes to the criteria and weightings will be advised to the relevant parties in the RFP if and when appropriate.

Weighted Criteria for Evaluation of RFP Responses (Draft)		Proposed weighting
Approach		40%
<ul style="list-style-type: none"> Approach to providing fit for purpose whānau centred commissioning services 		
<ul style="list-style-type: none"> Approach to achieving the next iteration of Whānau Ora Commissioning Services (including (without limitation) approach to data and reporting) 		
<ul style="list-style-type: none"> Approach to ongoing improvement and innovation 		
<ul style="list-style-type: none"> Existing and proposed service provider network, including navigator model 		
Capacity and Capability		40%
<ul style="list-style-type: none"> Capacity / Capability / Key personnel 		
<ul style="list-style-type: none"> Partnering with Te Puni Kōkiri and collaborating with other selected commissioning agencies 		
<ul style="list-style-type: none"> Operational service delivery (including (without limitation) data, systems and reporting) 		
Implementation and transition		20%
Implementation and transition approach and plan		
Total weightings		100%

Non-Weighted Criteria	Evaluation Method
Response to terms of Outcome Agreement	Pass / Fail
Funding model and commissioning agency cost to operate	Relative value*
Further Due Diligence	Pass / Fail

* The cost to operate the arrangement will be considered in determining the relative overall value for money over the whole-of-life of the Outcome Agreement.

As Te Puni Kōkiri wishes to obtain the best value-for-money over the whole-of-life of the Outcome Agreement, achieving the right combination of fit for purpose, quality, delivery, price, and commercial terms will be critical.



3.3 Final Selection and Approval

Following approval of the Evaluation Report, preferred Respondents may be invited to negotiate a contract with Te Puni Kōkiri for the provision of the services.

Te Puni Kōkiri reserves the right to not proceed with the highest scoring Respondent if critical deficiencies or risks are assessed by Te Puni Kōkiri as unacceptable and/or unresolvable.

Te Puni Kōkiri may also decide to proceed with additional stages of evaluation, and/or may elect to negotiate with multiple Respondents prior to making a final selection.

During negotiations, alternative options may still be considered by Te Puni Kōkiri up to and including (without limitation) disengaging from discussions with the preferred Respondents and engaging with alternative Respondents, negotiating with multiple Respondents and /or cancelling the procurement.

Once contract(s) have been awarded, Respondents will be advised of the final outcome and offered the opportunity for debrief (including the successful Respondents).

A contract award notice will also be published on GETS.



Section 4. Terms and Conditions

4.1 ROI Terms and Conditions

The terms of this ROI are set out below. The terms are non-negotiable and do not require a response.

4.1.1 General Terms

Each Respondent that submits a Registration will be deemed to have agreed to these ROI terms without reservation or variation.

4.1.2 Responsibilities of Respondents

Each Respondent will:

- a) Examine this ROI and any documents referenced by this ROI and any other information made available by Te Puni Kōkiri to the Respondent
- b) Identify and obtain any additional information they may require to provide a Registration
- c) Obtain all independent advice (including legal and accounting advice) they may require before making a decision to submit a Registration
- d) Consider all the risks, contingencies, impacts and other circumstances having an effect on their Registration, and
- e) Satisfy themselves as to the correctness of their Registration.

4.1.3 Reliance by Respondents

All information contained in this ROI or given to any Respondent by Te Puni Kōkiri is for the purpose of allowing that Respondent to prepare their Registration. Te Puni Kōkiri has endeavoured to ensure the integrity of such information. However, the Respondent accepts that it has not been independently verified and may not be updated.

4.1.4 Reliance by Te Puni Kōkiri

Te Puni Kōkiri may rely upon all statements made by any Respondent in their Registration and in correspondence or negotiations with Te Puni Kōkiri or their representatives. If a Respondent is selected as a commissioning agency, any such statements may be included in the Outcome Agreement.

Each Respondent must ensure all information provided to Te Puni Kōkiri is complete and accurate. Te Puni Kōkiri is under no obligation to check any Registration for errors, omissions, or inaccuracies. Each Respondent will notify Te Puni Kōkiri promptly upon becoming aware of any errors, omissions, or inaccuracies in their Registration or in any additional information provided by the Respondent.

If Te Puni Kōkiri discovers or is notified of any errors, omissions, or inaccuracies in a Registration and the correction of such errors, omissions, or inaccuracies will not involve re-calculation, re-pricing, or any other material change to the Registration, Te Puni Kōkiri may amend the error, omission, or inaccuracy and invite the Respondent to confirm that their Registration remains open for acceptance as amended. Unless the Respondent confirms their Registration as amended, the Registration may be deemed to be withdrawn.



Upon learning that any information provided by a Respondent contains a material error, omission, or inaccuracy, Te Puni Kōkiri may cease evaluating the Respondent's Registration and, where applicable, may cease negotiating with that Respondent.

4.1.5 Conflicts of Interest

Each Respondent must complete the Respondent Conflict of Interest Declaration in Appendix 2 – ROI Response Template as part of their response to this ROI and must immediately disclose to Te Puni Kōkiri on a continuing basis, all relationships or circumstances that may give rise to a conflict of interest in relation to the provision of services that are the subject of this ROI. Te Puni Kōkiri may exclude a Respondent from the procurement process if a material conflict of interest arises

4.1.6 Influencing and Undisclosed Benefits

Respondents must not directly or indirectly provide any form of personal inducement or reward, approach, lobby, or attempt to influence any Te Puni Kōkiri representative who is directly or indirectly involved with this ROI.

4.1.7 Business as Usual Contact

Business as usual communications (relating to the supply of goods and services under existing business arrangements between Te Puni Kōkiri and a Respondent) will be maintained with the usual contacts.

However, during this ROI process, Respondents must not use business as usual contacts to solicit or discuss details of this ROI or its requirements with any person at Te Puni Kōkiri.

4.1.8 Public Statements

Te Puni Kōkiri may make public the names of any Respondents.

Public gaming of this ROI process or lobbying through the media in an attempt to influence the ROI outcome will not be tolerated and may result in a Respondent being disqualified from the process.

No advertising, press release or other information relating to the acceptance or submission of any Registration shall be published in any newspaper, magazine, journal, website or other medium without prior written consent from Te Puni Kōkiri.

Respondents must not make any public statements to any third party in relation to any aspect of this ROI process or the awarding of any Agreement without prior explicit written consent from Te Puni Kōkiri.

4.1.9 Confidentiality

Although this ROI document is public, each Respondent agrees to keep all other information provided in connection with this ROI strictly confidential. No such information may be used by a Respondent in any other context, nor divulged to any other party, without the prior written consent from Te Puni Kōkiri. Each Respondent may however disclose such information to its employees, contractors, officers, advisers, and related companies who are directly involved in the preparation of their Registration. Each Respondent shall take all reasonable steps to ensure that their employees, contractors, officers, advisers, and related companies do not disclose such information to any person.

All material supplied in response to this ROI should be marked "Commercial in Confidence". Te Puni Kōkiri will not, subject to its legal obligations (including under the Official Information Act), provide such commercially



sensitive information to any person other than to its personnel, advisers, and contractors who are directly involved in this ROI process, without the express permission of the Respondent.

4.1.10 Ownership and Intellectual Property

In submitting a Registration, each Respondent grants Te Puni Kōkiri a non-exclusive, non-transferrable, perpetual licence to use, disclose and copy its Registration for any purpose related to this ROI process.

Each Respondent warrants that its Registration and all other documentation provided by it in connection with this ROI does not infringe the intellectual property rights of any third party. Each Respondent indemnifies Te Puni Kōkiri against all costs, expenses, and damages incurred by Te Puni Kōkiri in connection with any breach of this warranty.

4.1.11 Te Puni Kōkiri Rights

Te Puni Kōkiri reserves the right to:

- Reject any or all Registrations
- Negotiate for only selected parts of any Registration
- Re-advertise for Registrations
- Amend this ROI or any associated documents or any condition or procedure in the ROI process (including amending the ROI Closing Date, or any other date in the ROI process) by the issue of a Respondent Notice before or after the ROI Closing Date
- Seek clarification of any Registration and, at the sole discretion of Te Puni Kōkiri, to accept further information
- Consider or reject any alternative Registration at the sole discretion of Te Puni Kōkiri
- Accept part of a Registration from any Respondent(s) and, at the sole discretion of Te Puni Kōkiri, re-tender for the remainder
- Reissue this ROI
- Suspend (in whole or in part) this ROI process if a material or significant issue emerges during the process
- Take into account any other relevant information that Te Puni Kōkiri may have in its possession and to make enquiries of any person to assist it in the evaluation process
- Contact, liaise, and negotiate with any Respondent(s), which may be to the exclusion of any other Respondent(s), at any time before or after the selection of commissioning agencies(s) or award of Outcome Agreement(s), and upon any terms and conditions
- Negotiate and conclude any number and type of contracts with any Respondent(s) to the exclusion of others, in respect of any of the Requirements (on the basis of the Registration or any alternate basis)
- Reject or not consider further any documentation related to a Registration that it may receive from a Respondent
- Terminate the participation of any Respondent in the process contemplated by this ROI at any time without providing any reason (subject to the commitment of Te Puni Kōkiri to provide a debrief to unsuccessful Respondents)



- Give whatever weight it considers appropriate to any policy or criteria relating to participation in this ROI process or evaluation of any Registration
- Not enter into any contract in relation to the matters described in this ROI, and
- Run this ROI in such manner as Te Puni Kōkiri may see fit.

4.1.12 No Contractual Obligations Created

Nothing in this ROI binds or places Te Puni Kōkiri under any contractual or other obligation.

This ROI does not constitute an offer by Te Puni Kōkiri to acquire facilities or services or enter into any agreement with any Respondent. The request for and receipt of Registrations does not imply any obligation on Te Puni Kōkiri to contract for any services included in any Registration. Te Puni Kōkiri will not be bound in any way until the execution of a written agreement.

The following are binding on the Respondent:

- The Respondent's signed Declaration in the ROI Response Form
- The Respondent's obligations under Section 1.7.6 to ensure their Registration is valid and remains open for acceptance by Te Puni Kōkiri for six months from the Closing Date.
- These ROI Terms.

Te Puni Kōkiri makes no representations and gives no warranties in this ROI.

Any verbal communications made during the procurement process will not be binding on Te Puni Kōkiri and are subject to the terms of this ROI.

4.1.13 No Process Contract

Notwithstanding any other provision in this ROI or any other document relating to this ROI, the issue of this ROI does not legally oblige or otherwise commit Te Puni Kōkiri to proceed with or follow the process outlined in this ROI or to evaluate any particular Respondent's Registration or enter into any negotiations or contractual arrangements with any Respondent.

4.1.14 No Anti-Competitive Behaviour

The ROI process is intended to promote fair competition among Respondents. Respondents must not engage in collusive, deceptive, or improper conduct:

- In the preparation of their Registrations or other submissions, or in any discussions or negotiations with Te Puni Kōkiri, and
- In any aspect of delivering the Commissioning Services (if selected).

For the avoidance of doubt, this does not preclude Registrations from consortia led by a prime contractor where their conduct is not anti-competitive.

Te Puni Kōkiri may require statutory declarations, and other evidence as it sees fit, throughout the evaluation process in pursuing its goal to ensure the probity of the overall process.



4.1.15 No Te Puni Kōkiri Liability

Te Puni Kōkiri will not be liable (whether in contract, tort, including negligence, or otherwise) for any cost, damage, expense or loss suffered or incurred by any Respondent, its affiliates or any other person arising directly or indirectly in connection with this ROI, including (without limitation) in relation to:

- The evaluation process
- The preparation of any Registration
- Any investigations of or by any Respondent
- Negotiating or concluding any contract
- The acceptance or rejection of any Registration
- The suspension or cancellation of the process contemplated in this ROI, or
- Any information given or not given to any Respondent(s).

Nothing contained or implied in or arising out of this ROI or any other communications to any Respondent shall be construed as legal, financial or other advice of any kind.

4.1.16 Amendments and Clarifications

Where Te Puni Kōkiri amends any date in this ROI process, this ROI or any associated documents, it may issue any amendment to this ROI by way of written Respondent Notice.

All Respondent Notices or clarifications issued on GETS will become part of this ROI.

4.1.17 Ownership of ROI and Registration Documents

The ROI and any other documents supplied by Te Puni Kōkiri to any Respondent remain the property of Te Puni Kōkiri and may not be copied or reproduced in any way other than for the purposes of preparing and submitting a Registration, without the prior written approval of Te Puni Kōkiri.

All Registrations will be retained by Te Puni Kōkiri.

4.1.18 Preparation Costs

Respondents must pay their own costs of preparing and submitting Registrations, including but not limited to any:

- Communications or negotiations with Te Puni Kōkiri
- Meetings, presentations or interviews with Te Puni Kōkiri, and
- Legal costs.

4.1.19 Te Puni Kōkiri Authorisation

With regard to this ROI process, Te Puni Kōkiri will not be bound by any statement, written or verbal, made by any person other than the Te Puni Kōkiri Point of Contact noted within this ROI document. The Te Puni Kōkiri Point of Contact is the only person authorised to make representations or explanations to Respondents in relation to this ROI.



4.1.20 Governing Law and Jurisdiction

This ROI will be construed according to and governed by New Zealand law and the Respondent agrees to submit to the non-exclusive jurisdiction of New Zealand courts in any dispute concerning this ROI or any Registration.



Glossary

Term	Definition
Commissioning Agency	The name and role of the organisation or collective that is contracted to commission Whānau Ora services directly to whānau.
Commissioning Services	The activities the commissioning agencies must perform to deliver their remit.
Deadline for Questions	The date that the Respondent must submit all questions to Te Puni Kōkiri in relation to this ROI, as listed in Section 1.4.
Declaration	The declaration at Section 7 of the ROI Response Form.
Evaluation Panel	The group, including scoring evaluators and non-scoring advisors, responsible for assessing Registrations, made up of Te Puni Kōkiri personnel and external specialists / stakeholder.
GETS	Government Electronic Tender Service, www.gets.govt.nz
IDI	Integrated Data Infrastructure. The Integrated Data Infrastructure is a large research database hosted by Stats NZ. It holds de-identified microdata about people and households. https://www.stats.govt.nz/integrated-data/integrated-data-infrastructure/
Navigator	An individual engaged by a Service Provider to deliver frontline services to whānau.
Navigator Provider	A Service Provider that employs Navigators to complete initial whānau assessment, work with them to identify their whānau aspirations, design their whānau plan and engage the appropriate (central agencies) as well as community and iwi social Service Providers, when expert help is needed, to support them to achieve their aspirations. The Navigator Provider may also employ Navigators to deliver whānau initiatives direct to whānau.
Outcome Agreement	The negotiated outcomes agreement entered into in good faith negotiations between Te Puni Kōkiri and a commissioning agency (if any), for the provision of the required commissioning services.
Point of Contact	The point of contact identified, and for Te Puni Kōkiri, as specified in Section 1.7.1 or as otherwise notified by Te Puni Kōkiri from time to time.
Proposal	A proposal prepared and submitted in response to the RFP in this procurement process.
Registration	A response to this ROI.



Respondent	Each and every company, organisation or other person that submits a Registration.
Respondent Notice	Notice issued by Te Puni Kōkiri to amend, clarify or add additional information to this ROI.
RFP	Request for proposals issued by Te Puni Kōkiri in relation to this procurement process.
ROI	Registration of Interest.
ROI Closing Date	The Date specified in the ROI Timetable at Section 1.4 as the date when ROI responses must be submitted, or any extension to that date as notified by Te Puni Kōkiri at its sole discretion.
ROI Response Form	The template response form included at Appendix 2.
ROI Terms	The terms and conditions of this ROI, as set out in Section 4.
Service Provider	An organisation that provides Whānau Ora services, inclusive of navigator services and whānau initiatives
Whānau Ora	A whānau-centred approach to wellbeing, focused on whānau as a whole, and addressing individual needs within the context of the whānau



Appendix 1: Contract Principles

Instructions for Respondent

The proposed key contract principles for the Outcome Agreement are set out in the table below. Each Respondent is asked to acknowledge in the ROI Response Form the proposed contract principles and provide comment (if any) on how those principles would support the achievement of the goals for Whānau Ora.

Please complete the table found at Section 6 of the ROI Response Form.

Proposed Key Contract Principles

- | | |
|---|---|
| 1. Outcome Agreement | The contract will be structured as an Outcome Agreement requiring a commissioning agency to deliver outcomes in accordance with the terms of the Outcome Agreement. Key general outcomes will be specified in the Outcome Agreement. Specific outcomes may be detailed in one or more planning documents periodically agreed by the parties. |
| 2. Duration of Outcome Agreement | The term of the Outcome Agreement will commence on 1 July 2025 for an initial term of six years. There will be two rights of renewal of three years each. Each right of renewal is exercisable by Te Puni Kōkiri by written notice to a commissioning agency no later than 12 months prior to the expiry of the initial term or the first renewal term (as applicable). |
| 3. Geographic territory | <p>A commissioning agency will be appointed to provide commissioning services within a specified region.</p> <p>The appointment of any commissioning agency will not limit the ability of Te Puni Kōkiri to contract directly with any iwi or with any other providers for or within that region.</p> |
| 4. Navigators | A commissioning agency must acquire navigator services from service providers within its specified region, with navigator numbers meeting the requirements to be specified in the Outcome Agreement, which would be intended to be relative to population size and social deprivation. |
| 5. Governance | <p>A commissioning agency must obtain Te Puni Kōkiri written approval prior to any direct or indirect change of control (or effective change in control) such (without limitation) as a transfer of ownership or sale of a substantial portion of its assets.</p> <p>A commissioning agency will establish an investment board to oversee decisions relating to service providers</p> |
| 6. Funding | <p>Funding will be provided by Te Puni Kōkiri to a commissioning agency in accordance with one or more planning documents periodically agreed by the parties and may be informed by the reporting undertaken by a commissioning agency (among other things).</p> <p>Funding will be prioritised towards front line activities in order to optimise the services provided by service providers and navigators to whānau.</p> |



7. Performance measures	<p>Key performance measures will align with and complement the social investment approach, which will be consistent across all commissioning agencies.</p> <p>General performance measures will be included in the Outcome Agreement and performance measures specific to a particular commissioning agency (where required) may be detailed in one or more planning documents periodically agreed by the parties.</p>
8. Management of performance issues	<p>Where a performance issue is identified, a commissioning agency may be required to prepare a performance management plan to remedy the performance issue.</p> <p>In certain circumstances such as material breach or non-performance by a commissioning agency, Te Puni Kōkiri (or any provider, including any other commissioning agency, appointed by Te Puni Kōkiri) may take over the responsibilities of a commissioning agency in order to ensure, among other things, continuity of service for whānau.</p>
9. Audit	<p>Te Puni Kōkiri will have the right to audit a commissioning agency on an annual basis, and more frequently in specified circumstances, including serious performance concerns, misconduct, fraud, crime, and concern around inappropriate use of funds.</p>
10. Service providers	<p>A commissioning agency will engage service providers to deliver all Whānau Ora services to whānau. A commissioning agency will not itself provide any services directly to whānau, and all service providers:</p> <ul style="list-style-type: none"> • must be independent from; • cannot have any legal or beneficial ownership or control relationship with (for example, without limitation, having any staff, management or board membership that are in common with or the same as that of that commissioning agency); and • cannot be a subsidiary, affiliate, or related entity of, that commissioning agency. <p>There will not be any contractual relationship between Te Puni Kōkiri and the service providers. However, a commissioning agency will be required to retain reasonable oversight over service providers engaged by that commissioning agency. Upon reasonable request, a commissioning agency will provide Te Puni Kōkiri with a copy or summary of any requested service provider agreement(s).</p>
11. Termination rights	<p>Both Te Puni Kōkiri and a commissioning agency may terminate the Outcome Agreement for convenience with 12 months' prior written notice, or as otherwise agreed.</p> <p>Both Te Puni Kōkiri and a commissioning agency will have the right to terminate for cause in specified situations, including for breach that cannot be remedied, fraud and extended non-performance due to force majeure.</p>



12. Transition and disengagement	A commissioning agency will have obligations relating to the transition into the Outcome Agreement and the subsequent disengagement from services, in order to ensure a smooth transition and continuity of services to whānau.
13. Data collection, security and reporting	<p>A commissioning agency will collect and report on data in accordance with best practice and using specified formats and templates, to allow for consistency and standardisation between commissioning agencies.</p> <p>Data must be collected and provided by a commissioning agency (including through service providers) so as to allow integration with the IDI.</p> <p>Te Puni Kōkiri will have rights to use the data for purposes in connection with its functions and the commissioning agency (including through the service providers) will obtain consent of whānau to such data use (where such consent is required by law).</p> <p>Where required by Te Puni Kōkiri, the commissioning agency will enter into agreements and/or contractual arrangements with Stats NZ (and/or any other nominated Government entities) in relation to the collection, provision and use of data. Those terms are expected to be in standard form for consistency between commissioning agencies.</p> <p>A commissioning agency will protect all data and maintain sufficient safeguards to ensure its integrity and availability, and protect vulnerable whānau members. This includes implementing appropriate measures to prevent unauthorised access, use or disclosure of the data.</p>
14. Confidentiality and privacy	Both Te Puni Kōkiri and a commissioning agency will be subject to an obligation of confidentiality and comply with obligations under the Privacy Act.
15. Transparency and collective learning	A commissioning agency will be required to collaborate and share information with other commissioning agencies, which will include the sharing of good practice, continuous improvement and innovative approaches to supporting whānau.
16. Intellectual property ("IP")	<p>Each of Te Puni Kōkiri and the commissioning agency shall retain ownership of their existing IP rights.</p> <p>Any new IP rights developed in connection with the Outcome Agreement, including where developed by service providers, will be owned by the party that develops those rights. In addition to the requirements in item #15 above, the commissioning agency will license (or sublicense, where the IP is owned or licensed by any service provider) use of those new IP rights to Te Puni Kōkiri for any purpose related to the functions of Te Puni Kōkiri and as otherwise specified in the Outcome Agreement.</p>
17. IP indemnity	A commissioning agency will indemnify Te Puni Kōkiri against all costs, losses and claims resulting from or incurred or suffered by Te Puni Kōkiri from any IP infringement arising from use and storage of IP provided or licensed (sublicensed) by the commissioning agency to Te Puni Kōkiri.



18. General indemnity	A commissioning agency will provide a general indemnity to Te Puni Kōkiri for wilful default, unlawful activities, reckless acts, personal injury and material breach of the Outcome Agreement, including arising from any acts or omissions of service providers engaged by that commissioning agency.
19. Assignment	<p>A commissioning agency will not be permitted to assign any rights or obligations under the Outcome Agreement unless agreed with Te Puni Kōkiri (at Te Puni Kōkiri sole discretion).</p> <p>Te Puni Kōkiri may assign its rights and obligations under the Outcome Agreement to another government agency without a commissioning agency's consent.</p>
20. Disputes	In the event of a dispute, Te Puni Kōkiri and a commissioning agency will comply with a dispute resolution process that minimises the impact of the dispute on whānau, which includes the right to refer to mediation and binding arbitration.

Appendix 2: ROI Response Form

The ROI Response Form is downloadable on GETS as a separate file.





Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Te Puni Kōkiri, Te Puni Kōkiri House, 143 Lambton Quay, PO Box 3943, Wellington, New Zealand

PHONE Waea 0800 875 663 (0800 TPK MMD), **FAX** Waea Whakaahua 0800 875 329 (0800 TPK FAX)

WEB tpk.govt.nz, **FACEBOOK** facebook.com/tepunikokiri



Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Te Kāwanatanga o Aotearoa

Appendix 2: ROI Response Form

Whānau Ora Commissioning Services

GETS Reference: 30329580



Instructions for Respondents

ROI Response Form

- Please use this ROI Response Form to submit all information when responding to our ROI.
- Before starting to complete this form please make sure that you have read the ROI in full and understand our Requirements (ROI Part B), our Evaluation Approach (ROI Part C) and the Terms and Conditions (shortened to RFP-Terms described in Part D).
- All sections of the ROI Response Form need to be completed.
- It is important that you do not change the structure (section headings and sequence). Changing this structure will make it harder for the evaluators to find relevant information quickly.
- If anything is unclear or you have any questions, contact the Te Puni Kōkiri point of contact via GETS. All communication with Te Puni Kōkiri regarding this ROI must be directed via GETS to our Point of Contact. While the ROI is being advertised, we will manage all external communications through this Point of Contact.
- We have included supplier tip boxes to help you understand what is required. The areas highlighted in yellow indicate where you are to write your response.
- Remember to delete the supplier tip boxes and remove the highlight from your answers before sending us your response – they are for your use only.
- Each ROI response must be brief, clear, concise and self-contained i.e., a question should not refer to a response in another table or another document.
- Where a Respondent believes a question is not relevant to their ROI response, Respondents must indicate “N/A” or “Not Applicable” against the respective question number.
- Where a Respondent chooses not to respond to a question, then the Respondent must indicate “No Comment” against the respective question number.
- Any response that only states “to be discussed” or similar will be scored down.
- Ensure the declaration at the end of this Response Form is signed prior to submission. If you are a Consortium Lead, this must be signed by all providers included in your Proposal.
- Submit your ROI Response Form via GETS as a discrete electronic file labelled: [Supplier Name] – Attachment 1 – ROI Response. Responses need to be submitted before midday 24 October 2024, the ROI Closing Date.



[insert respondent logo]

Attachment 1:

ROI Response Form

In response to the Registration of Interest for:

Whānau Ora Commissioning Services

Issued by: Te Puni Kōkiri

Ref: GETS ID Ref: xxxx

From: [Respondent Name]

Date submitted: [insert date of submission]



Section 1. About the Respondent



Supplier tips

- The section provides Te Puni Kōkiri information about your application and identifies your Point of Contact for the duration of the ROI process.
- If an item is not applicable e.g., you do not have a registered office complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Registration complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your Registration.

1.1 Our Profile

Choose one of these statements to complete, and delete the others

This is a Registration of Interest from [insert the name of your organisation] (the Respondent) alone to supply the Requirements.

OR

This is a [joint/consortium] Registration of Interest from [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.

Respondent (or Lead Respondent if a Consortium)

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable; otherwise "same as Trading name"]
NZ Business Number:	[insert your organisation's NZ Business Number here]
Physical address:	[if multiple offices – put the address of your head office]
Postal address:	[e.g. P.O. Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g., company registration number]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]



1.2 Our Point of Contact

Contact person:	[name of the person responsible for communicating with Te Puni Kōkiri]
Position:	[job title or position]
Phone number:	[landline]
Mobile number:	[mobile]
Email address:	[work email]

1.3 Consortium Partner Details

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable; otherwise "same as Trading name"]]
NZ Business Number:	[insert your organisation's NZ Business Number here]
Physical address:	[if multiple offices – put the address of your head office]
Postal address:	[e.g. P.O. Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g., company registration number]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]

[Repeat box as often as needed)



Section 2. Scope of Interest

Scope of interest	Detail								
<p>Please confirm which region you are registering interest in providing Whānau Ora Commissioning Services.</p> <p>The regions are described at Section 2.6.1 of the ROI.</p> <p>Tick as many boxes as are relevant.</p> <p>Note that your submission needs to clearly demonstrate how you meet the requirements for each region you are applying for.</p>	<table border="1"> <tr> <td>Region 1: Northland, Auckland and Waikato</td><td><input type="checkbox"/></td></tr> <tr> <td>Region 2: Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu-Whanganui and Wellington</td><td><input type="checkbox"/></td></tr> <tr> <td>Region 3: Tasman, Nelson, Marlborough, Canterbury, West Coast, Otago and Southland</td><td><input type="checkbox"/></td></tr> <tr> <td>Region 4: National service focused on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand</td><td><input type="checkbox"/></td></tr> </table>	Region 1: Northland, Auckland and Waikato	<input type="checkbox"/>	Region 2: Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu-Whanganui and Wellington	<input type="checkbox"/>	Region 3: Tasman, Nelson, Marlborough, Canterbury, West Coast, Otago and Southland	<input type="checkbox"/>	Region 4: National service focused on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand	<input type="checkbox"/>
	Region 1: Northland, Auckland and Waikato	<input type="checkbox"/>							
	Region 2: Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu-Whanganui and Wellington	<input type="checkbox"/>							
	Region 3: Tasman, Nelson, Marlborough, Canterbury, West Coast, Otago and Southland	<input type="checkbox"/>							
Region 4: National service focused on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand	<input type="checkbox"/>								

Section 3. Mandatory Criterion



- You must be able to answer 'yes' to the mandatory criterion below
- If you cannot answer 'yes' to the relevant mandatory criterion, your Registration will not meet the basic Requirements for this procurement. It will be rejected and will not proceed further in the evaluation process.
- Respondents who are unable to meet the relevant mandatory criterion should conclude that they will not benefit from submitting a Registration.
- If you are registering interest in providing services to more than one region, the mandatory criterion must be met for each region.

Mandatory Criterion	Meets
if selected as a commissioning agency, the Respondent will need to provide agreed data into the Integrated Data Structure (IDI) that is hosted by Tatauranga Aotearoa Stats NZ.	[Yes/No]



Section 4. Initial Due Diligence



Supplier tips

- In this section you are asked to describe the current position of your organisation on initial matters of due diligence.
- Further due diligence information will be required from Respondents shortlisted to the RFP stage of the procurement.

Claims and/or Disputes	Detail
Outline the nature of any legal or civil proceedings and claims taken against you in the last 5 years, any that are in progress, and any pending actions.	
Is your organisation in, or in the last three years, been in dispute with workers or a trade union? If yes, outline the nature of the dispute(s) and current status.	

Section 5. Response to Requirements



Supplier tips

- In this section you are asked to provide your response to our Requirements (ROI Section 2) by demonstrating your organisation's ability to meet our evaluation criteria (ROI Section C: Evaluation Approach).
- If there is anything that you do not understand, ask our Point of Contact to clarify.
- If any information you provide is commercially sensitive to your organisation, you must let Te Puni Kōkiri know. Please mark the information 'commercially sensitive' or 'Confidential Information'. Please note that it is not acceptable to render this whole document confidential unless this is truly the case. Te Puni Kōkiri has a duty to protect Confidential Information subject to the exceptions in the ROI's Terms and Conditions (ROI Section 4.1.9).
- If part of an answer is in another document e.g., a marketing brochure, copy and paste the relevant extract into your ROI response. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your ROI response.
- You may include information not specifically requested by us in your ROI response, but only if it adds value and is relevant to our requirements.



Questions Relating to the Evaluation Criteria



Supplier tips

- Here you are asked to answer questions relating to the evaluation criteria. Your ROI response will be scored against your answers to these criteria. Aim to give answers that are relevant, concise, and comprehensive.
- Consider the % weighting for each criterion. The higher the weighting the more important it is. Take the weightings into account in deciding how much detail to include.
- If you have made any assumption about the requirements or delivery, clearly state the assumption.
- There may be several questions that relate to one criterion. If these questions are not individually weighted assume that they are of equal importance.

5.1 Commitment to the Next Iteration of Whānau Ora

5.1 Commitment to the Next Iteration of Whānau Ora:		30%
a)	Discuss how your values and kaupapa align with the Whānau Ora Outcomes Framework (as set out in ROI Section 2.1.3)	
	[insert your answer here]	
b)	Discuss how your approach will complement the social investment approach for Whānau Ora commissioning	
	[insert your answer here]	
c)	Confirm your understanding of what Te Puni Kōkiri is seeking to achieve in this next iteration of Whānau Ora commissioning services contracts? Confirm that you are willing and able to work towards achieving this iteration.	
	[insert your answer here]	
d)	Confirm your willingness to partner with Te Puni Kōkiri, share continuous improvement and innovation and to collaborate with other selected commissioning agencies to optimise outcomes for whānau. Discuss how you see this working in practice, including how continuous improvement and innovation could be managed, and any significant challenges or limitations that would need to be worked through.	
	[insert your answer here]	



e)	<p>Confirm your understanding of the requirement to separate the planning and commissioning of services, and the management of contracts with service providers, from the provision of services to whānau (the role of service providers). i.e. as a commissioning agent you will not also provide services to whānau.</p> <p>Discuss how you see this working in practice, and any significant challenges or limitations that would need to be worked through.</p>
	[insert your answer here]
f)	<p>Confirm your commitment to building increased navigator numbers and capabilities across the system and across the region to better support whānau. Discuss how you see this working in practice, including how you would work with service providers to achieve this. Discuss any significant challenges or limitations that would need to be worked through.</p>
	[insert your answer here]
g)	<p>Confirm your commitment to a standardised and consistent method for measuring progress of whānau against the Whānau Ora Outcomes Framework.</p> <p>Discuss how you see this working in practice. Discuss any significant challenges or limitations that would need to be worked through.</p>
	[insert your answer here]

5.2 Capability and Capacity

5.2 Capability and Capacity		40%
a)	Describe your track record in providing commissioning.	
	[insert your answer here]	
b)	Describe your track record in providing whānau centred solutions.	
	[insert your answer here]	
c)	In terms of personnel, describe the capacity of your organisation to provide the services required by Te Puni Kōkiri .	

	[insert your answer here]
d)	Describe the operational and financial systems and processes to complete the commissioning services you are applying for, including your ability to provide tabular machine-readable data. Explain how you will effectively use the systems and services to optimise service provider performance and outcomes for whānau.
	[insert your answer here]
e)	Describe how you would optimize service provider performance, including encouraging the development of whānau navigator capabilities and realising outcomes for whānau.
	[insert your answer here]

5.3 Coverage and Connections

5.3 Coverage and Connections		30%
a)	Describe the profile of your organisation or consortium (including size, structure, consortium / collective arrangements).	
	[insert your answer here]	
b)	Describe your understanding of considerations required to address the needs and aspirations of the whānau you will serve.	
	[insert your answer here]	
c)	Describe your existing and proposed connections with community and whānau across the relevant region.	
	[insert your answer here]	
d)	Describe your existing and proposed service provider network across the region.	
	[insert your answer here]	
e)	Discuss if / or where you would need to expand your coverage or connections.	
	[insert your answer here]	



5.4 Assumptions

Please state any assumptions that you have made in relation to your Registration. Add lines if required.

6.6 Assumption	
1.	
2.	

Section 6. Key Contract Principles



Supplier tips

- The proposed key contract principles for the Outcome Agreement are set out in the table below.
- Each Respondent is asked to acknowledge in the ROI Response Form the proposed key contract principles and provide comment (if any) on how those principles would support the achievement of the goals for Whānau Ora.

Respondent's declaration			
Topic	Proposed Key Contract Principle	Acknowledgement of Principle	Comment
1. Outcome Agreement	<p>The contract will be structured as an outcome agreement ("Outcome Agreement") requiring a commissioning agency to deliver outcomes in accordance with the terms of the Outcome Agreement.</p> <p>Key general outcomes will be specified in the Outcome Agreement. Specific outcomes may be detailed in one or more planning documents periodically agreed by the parties.</p>	<p>[Reply "Yes" if you acknowledge the key contract principle]</p> <p>OR</p> <p>"Reply No" if you do not acknowledge the key contract principle]</p>	[insert comment if required]
2. Duration of Outcome Agreement	<p>The term of the Outcome Agreement will commence on 1 July 2025 for an initial term of six years. There will be two rights of renewal of three years each. Each right of renewal is exercisable by Te Puni Kōkiri by written notice to a commissioning agency no later than 12 months' prior to the expiry of the initial term or the first renewal term (as applicable).</p>	Yes / No	[insert comment if required]



3. Geographic territory	<p>A commissioning agency will be appointed to provide commissioning services within a specified region.</p> <p>The appointment of any commissioning agency will not limit the ability of Te Puni Kōkiri to contract directly with any iwi or with any other providers for or within that region.</p>	Yes / No	[insert comment if required]
4. Navigators	<p>A commissioning agency must acquire navigator services from service providers within its specified region, with navigator numbers meeting the requirements to be specified in the Outcome Agreement, which would be intended to be relative to population size and social deprivation.</p>	Yes / No	[insert comment if required]
5. Governance	<p>A commissioning agency must obtain written approval from Te Puni Kōkiri prior to any direct or indirect change of control (or effective change in control) such (without limitation) as a transfer of ownership or sale of a substantial portion of its assets.</p>	Yes / No	[insert comment if required]
6. Funding	<p>Funding will be provided by Te Puni Kōkiri to a commissioning agency in accordance with one or more planning documents periodically agreed by the parties. Funding may be informed by the reporting undertaken by a commissioning agency (among other things).</p> <p>Funding will be prioritised towards front line activities in order to optimise the services provided by service providers and navigators to whānau.</p>	Yes / No	[insert comment if required]
7. Performance measures	<p>Key performance measures will align with and complement the social investment approach, which will be consistent across all commissioning agencies.</p> <p>General performance measures will be included in the Outcome Agreement and performance measures specific to a particular commissioning agency (where required) may be detailed in one or more planning documents periodically agreed by the parties.</p>	Yes / No	[insert comment if required]



8. Management of performance issues	<p>Where a performance issue is identified, a commissioning agency may be required to prepare a performance management plan to remedy the performance issue.</p> <p>In certain circumstances such as material breach or non-performance by a commissioning agency, Te Puni Kōkiri (or any provider, including any other commissioning agency, appointed by Te Puni Kōkiri) may take over the responsibilities of a commissioning agency in order to ensure, among other things, continuity of service for whānau.</p>	Yes / No	[insert comment if required]
9. Audit	<p>Te Puni Kōkiri will have the right to audit a commissioning agency on an annual basis, and more frequently in specified circumstances, including serious performance concerns, misconduct, fraud, crime, and concern around inappropriate use of funds.</p>	Yes / No	[insert comment if required]
10. Service providers	<p>A commissioning agency will engage service providers to deliver all Whānau Ora services to whānau. A commissioning agency will not itself provide any services directly to whānau, and all service providers:</p> <ul style="list-style-type: none"> • must be independent from; • cannot have any legal or beneficial ownership or control relationship with (for example, without limitation, having any staff, management or board membership that are in common with or the same as that of that commissioning agency); and • cannot be a subsidiary, affiliate, or related entity of, that commissioning agency. <p>There will not be any contractual relationship between Te Puni Kōkiri and the service providers. However, a commissioning agency will be required to retain reasonable oversight over service providers engaged by that commissioning agency. Upon reasonable request, a commissioning agency will provide Te Puni Kōkiri with a copy or summary of any requested service provider agreement(s).</p>	Yes / No	[insert comment if required]



11. Termination rights	<p>Both Te Puni Kōkiri and a commissioning agency may terminate the Outcome Agreement for convenience with 12 months' prior written notice, or as otherwise agreed.</p> <p>Both Te Puni Kōkiri and a commissioning agency will have the right to terminate for cause in specified situations, including for breach that cannot be remedied, fraud and extended non-performance due to force majeure.</p>	Yes / No	[insert comment if required]
12. Transition and disengagement	<p>A commissioning agency will have obligations relating to the transition into the Outcome Agreement and the subsequent disengagement from services, in order to ensure a smooth transition and continuity of services to whānau.</p>	Yes / No	[insert comment if required]
13. Data collection, security and reporting	<p>A commissioning agency will collect and report on data in accordance with best practice and using specified formats and templates, to allow for consistency and standardisation between commissioning agencies.</p> <p>Data must be collected and provided by a commissioning agency (including through service providers) so as to allow integration with the Integrated Data Infrastructure.</p> <p>Te Puni Kōkiri will have rights to use the data for purposes in connection with its functions and the commissioning agency (including through the service providers) will obtain consent of whānau to such data use (where such consent is required by law).</p> <p>Where required by Te Puni Kōkiri, the commissioning agency will enter into contractual arrangements with Tatauranga Aotearoa Stats NZ (and/or any other nominated Government entities) in relation to the collection, provision and use of data. Those terms are expected to be in standard form for consistency between commissioning agencies.</p> <p>A commissioning agency will protect all data and maintain sufficient safeguards to ensure its</p>	Yes / No	[insert comment if required]



	integrity and availability, and protect vulnerable whānau members. This includes implementing appropriate measures to prevent unauthorised access, use or disclosure of the data.		
14. Confidentiality and privacy	Both Te Puni Kōkiri and a commissioning agency will be subject to an obligation of confidentiality and comply with obligations under the Privacy Act.	Yes / No	[insert comment if required]
15. Transparency and collective learning	A commissioning agency will be required to collaborate and share information with other commissioning agencies, which will include the sharing of good practice, continuous improvement and innovative approaches to supporting whānau.	Yes / No	[insert comment if required]
16. Intellectual property ("IP")	<p>Te Puni Kōkiri and the commissioning agency shall each retain ownership of their existing IP rights.</p> <p>Any new IP rights developed in connection with the Outcome Agreement, including where developed by service providers, will be owned by the party that develops those rights. In addition to the requirements in item #15 above, the commissioning agency will license (or sublicense, where the IP is owned or licensed by any service provider) use of those new IP rights to Te Puni Kōkiri for any purpose related to the functions of Te Puni Kōkiri and as otherwise specified in the Outcome Agreement.</p>	Yes / No	[insert comment if required]
17. IP indemnity	A commissioning agency will indemnify Te Puni Kōkiri against all costs, losses and claims resulting from or incurred or suffered by Te Puni Kōkiri from any IP infringement arising from use and storage of IP provided or licensed (sublicensed) by the commissioning agency to Te Puni Kōkiri.	Yes / No	[insert comment if required]
18. General indemnity	A commissioning agency will provide a general indemnity to Te Puni Kōkiri for wilful default, unlawful activities, reckless acts, personal injury and material breach	Yes / No	[insert comment if required]



	of the Outcome Agreement, including arising from any acts or omissions of service providers engaged by that commissioning agency.		
19.Assignment	<p>A commissioning agency will not be permitted to assign any rights or obligations under the Outcome Agreement unless agreed with Te Puni Kōkiri (at Te Puni Kōkiri sole discretion).</p> <p>Te Puni Kōkiri may assign its rights and obligations under the Outcome Agreement to another government agency without a commissioning agency's consent.</p>	Yes / No	[insert comment if required]
20.Disputes	In the event of a dispute, Te Puni Kōkiri and a commissioning agency will comply with a dispute resolution process that minimises the impact of the dispute on whānau, which includes the right to refer to mediation and binding arbitration.	Yes / No	[insert comment if required]



Section 7. Our Declaration



Supplier tips

- Here you must make a formal declaration.
- Remember to select 'agree' or 'disagree' at the end of each row. If you don't you will be deemed to have agreed.
- Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g., chief executive or a senior manager.
- If you are submitting a joint or consortium Registration, each Respondent (supplier involved in the joint or consortium Registration) must complete a separate declaration.

Respondent's declaration		
Topic	Declaration	Respondent's declaration
ROI Process, Terms and Conditions:	I/we have read and fully understand the ROI, including Section 4: Terms and Conditions. I/we confirm that Respondent/s agree to be bound by them.	[Agree / Disagree]
Collection of further information:	<p>The Respondent/s authorises Te Puni Kōkiri to:</p> <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Registration. <p>The Respondent/s agrees that all such information will be confidential to Te Puni Kōkiri.</p>	[Agree / Disagree]
Requirements:	I/we have read and fully understand the nature and extent of Te Puni Kōkiri Requirements as described in Part B. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[Agree / Disagree]



Ethics:

In submitting this Registration, the Respondent/s warrants that it:

[Agree / Disagree]

- a. has not entered into any improper, illegal, collusive, or anti-competitive arrangements with any Competitor;
- b. has not directly or indirectly approached any representative of Te Puni Kōkiri (other than the Point of Contact) to lobby or solicit information in relation to the ROI; and
- c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of Te Puni Kōkiri.

Conflict of Interest declaration:

The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Registration or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the procurement process the Respondent will report it immediately to the Te Puni Kōkiri Point of Contact.

[Agree / Disagree]

Details of Conflict of Interest: [if you think you may have a Conflict of Interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].

DECLARATION

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

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

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the



Registration may result in the Registration being eliminated from further participation in the ROI process and may be grounds for termination of any Contract awarded as a result of the ROI.

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

Signature: _____

Full name: _____

Title / position: _____

Name of organisation: _____

Date: _____





Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

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