# Request for Information (RFI)

## Instructions for the Buyer

A Request for Information (RFI) is a formal request from an agency asking suppliers for information about the type of goods or services currently available for a possible procurement, and the number and type of suppliers who are active in the area of interest. A RFI must not be used to select or shortlist suppliers.

A few terms to know. The ‘Buyer’ is the government agency using this RFI to request information. The ‘Respondent ‘is the party submitting a response to the RFI.

Everything in **red** is information for the Buyer (that’s you). Delete these red parts throughout the document, prior to publishing the RFI. You can customise anything shaded in **YELLOW.** When you have completed these areas, please un-shade them.

| **Before you release your RFI…** |  |
| --- | --- |
| 1. **Draft a** [**procurement plan**](https://www.procurement.govt.nz/procurement/guide-to-procurement/plan-your-procurement/writing-a-procurement-plan/)**.**
 | [ ]  |
| 1. **Check this is the right template to gather information for your procurement.**
 | [ ]  |
| 1. **Review sections you have customised in this document (the areas shaded YELLOW).**

**Important*** **Section 1**: Do not change the names and sequence of sub-headings, or paragraph numbering.
* **Section 2:** Do not change the Section headings, but you can create your own sub-headings and change the content to suit your requirements.
1. **Complete all sections in this document.**
 | [ ]  |
| 1. **Delete all Buyer instructions and tips (RED).**
 | [ ]  |
| 1. **Un-shade the customised areas (YELLOW) by using the highlight pen icon.**
 | [ ]  |
| 1. **Delete this ‘Instructions for the Buyer’ page**
 | [ ]  |

[insert Buyer (agency) logo]

# Request for Information (RFI)

by: [insert name of the Buyer]

for: [insert name of procurement]

ref: [procurement reference number]

RFI released: [DD MM YY]

Deadline for Questions: [DD MM YY]

Deadline for Responses: [TIME DD MM YY]

[Name of Buyer]

[Website]

[Street address]

[City]

## The information we require

This RFI is issued by [insert full legal name of Buyer], referred to below as “the Buyer” or “we” or “us”.

**This should be a short, concise summary to let the market know what information you need, and why Respondents should provide the information.**

### What we need

Summarise what you need to know in one or two paragraphs. Make it succinct. Avoid jargon and acronyms. You can include a little bit of background, if relevant. Give context to the ‘unknowns’ you need information on, if relevant.

[**Example**: Replacement of existing automatic passport scanning equipment seeks to improve New Zealanders’ immigration experience when departing or arriving in New Zealand. The Ministry of Business, Innovation and Employment is seeking to understand the technical capability of available passport scanning equipment.]

### What we don’t want

Include this section if there are outcomes or tasks that you don’t want.

[**Example**: We are not at this stage requesting quotes or proposals, but we are seeking to improve our knowledge on matters such as: what is available in the market and what suppliers are active in this area.]

### Why should you respond?

Motivate suppliers to respond. Be clear about what is in it for them. What difference can they make? Why is your work worthwhile?

[**Example**: This is a unique opportunity to assist us to understand the market and help us to ensure we deliver public value for New Zealanders.]

### A bit about us

An overview of what your agency does and how this request for information fits with your business or policy objectives. A short high-level statement is sufficient.

[Example: Our agency plays an important role in shaping and delivering a strong New Zealand economy. We develop and deliver policy, services, advice and regulation to support business growth and the prosperity and wellbeing of all New Zealanders.]

## Key Information

**Read these instructions and then delete them before publishing the RFI.**

**Do not change the names or sequence of the sub headings, or the paragraph numbering in this Section. You can customise the areas highlighted in YELLOW according to your requirements.**

When you have completed this section please delete the **RED** instructions and un-shade the **YELLOW**
shaded areas.

### Context

1. This Request for Information (RFI) seeks information that will help [agency name] determine its Requirements for the [insert name of procurement] contract opportunity.
2. Following this RFI [agency name] will decide on what procurement process it will follow, if any.

### Our timeline

Here is our timeline for this RFI (New Zealand times and dates):

| Deadline for Questions from Respondents: | [time] [DD MM YY] |
| --- | --- |
| Deadline for the Buyer to answer questions: | [time] [DD MM YY] |
| **Deadline for Responses** | [time] [DD MM YY] |

### How to contact us

1. Contact us through our Point of Contact via email or the Government Electronic Tenders Service (GETS) ([www.gets.govt.nz](http://www.gets.govt.nz)).
2. **Our Point of Contact:**

**Name:** [insert the name of the contact person]

**Title/role:** [insert their title or role and the unit they work in]

**Email address:** [insert email address]. [Delete if not applicable]

### Developing and submitting your information

1. This is not a tender process.
2. Take time to read and understand the RFI. In particular, understand our Requirements. These are in [Section 2](#S2_Requirements) of this document.
3. If you have questions, ask our Point of Contact before the Deadline for Questions (see 1.2 above).
4. Submit your Response before the [Deadline](#Closing_date) for Responses using the Response Form provided.

Buyers: make sure that you attached the RFI Response Form to your RFI. See: [www.govt.nz/procurement/templates/](https://www.procurement.govt.nz/procurement/templates/)

### Address for submitting your Response

Submit your Response to the following address: [insert agency email address or GETS in-box address].

**We will not accept Response sent by post or delivered to our office.**

### Our RFI Terms

The RFI is subject to the RFI Terms in Section 3 below.

### Later changes to the RFI or RFI process

1. After publishing the RFI, if we need to change anything or provide additional information we will let
all Respondents know by [placing a notice on the Government Electronic Tenders Service (GETS at [www.gets.govt.nz](http://www.gets.govt.nz)].
2. [If you downloaded the RFI from GETS you will automatically receive notifications of any changes through GETS].

## Our Requirements

**Read these instructions and then delete them before releasing the RFI.**

Describe what you want to know.

**Explain clearly and concisely what information you need to help you determine the requirements for your procurement plan.**

Avoid describing goods or services by their design characteristics or brand names. See [Rule 15: Technical Specifications.](https://www.procurement.govt.nz/government-procurement-framework/government-procurement-rules/approaching-the-market/technical-specifications/)

Don’t force suppliers to put in large amounts of effort to respond.

Don’t ask for specific prices or quotes. You can look for rough budget estimates (e.g. ‘MBIE has not yet established a budget for this project and would welcome advice on the likely cost of these services).

You aren’t looking to evaluate the Respondents, but rather find out about the market – so, for example, don’t ask for their skills and experience.

**For more information and resources to help you prepare your RFI visit:** [www.procurement.govt.nz/procurement/templates](http://www.procurement.govt.nz/procurement/templates)

**From here, you can tailor this section 2 as you wish, and change sub-headings and content to suit your needs. The following sub-headings are suggestions; you can delete any that are not relevant.**

When you have completed this Section please un-shade the **YELLOW** shaded areas, and delete all the instructions in **RED**.

### Background

This request relates to [insert a short/general overview and context of a proposed procurement, business or policy that it relates to].

### Key outcomes

Key outcomes are about what we are requesting and why. This RFI relates to the possible purchase of [describe the specific goods or services]. The outcomes that we want to achieve are [insert key outcomes in table below].

| #1 | [describe first key outcome / question] |
| --- | --- |
| #2 | [describe next key outcome / question] |
| #3 | [describe next key outcome / question] |
| #4 | [describe next key outcome / question] |

To add new rows to the table, click or tap an existing row, and hit the ‘+’ button that appears on the far right.

## RFI Terms

Defined terms are shown using capitals. You can find definitions at the end of this Section.

## Preparing and submitting a Response

### Preparing a Response

#### Respondent obligations

The Respondent must:

* + - 1. read the complete RFI and any additional information provided and referred to by the Buyer
			2. respond using the RFI Response Form and Pricing Schedule provided and include all information the Buyer requests
			3. consider the risks and contingencies relating to the delivery of the RFI requirements and outline how it will manage those risks and contingencies
			4. include any assumptions, dependencies and/or qualifications in the Response, including anything that may limit its obligations or increase its quoted pricing or cost estimates
			5. quote prices in NZ$, exclusive of GST
			6. obtain independent advice before submitting a Response (if necessary)
			7. make sure the Response is correct and the Response pricing is sustainable, i.e. covers the Whole-of-Life of the Contract, not just the initial term.

#### Process acceptance

By submitting a Response, the Respondent accepts the RFI-Terms.

#### No obligation, no penalty

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

### Respondent questions

* + 1. The Respondent must make sure they understand the RFI.
		2. If the Respondent has any questions or needs clarification, they:
			1. must submit questions before the Deadline for Questions (Section 1 of the RFI)
			2. must clearly indicate any commercially sensitive information in their questions
			3. may withdraw their questions at any time.
		3. When the Buyer receives questions before the Deadline for Questions:
			1. The Buyer will respond on or before the Deadline for Answers.
			2. The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent’s identity.
			3. Unless stated otherwise in the RFI, the Buyer will post both the questions and answers on GETS.
			4. The Buyer will not publish the Respondent’s commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and publish both this and the answer. In that case the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

### Submitting a Response

* + 1. The Respondent must ensure the Buyer receives the Response at the correct address on or before the Deadline for Responses.
		2. After the Deadline for Responses, the Buyer will acknowledge receipt of the Response.
		3. The Respondent must ensure that all information they provide to the Buyer:
			1. is true, accurate and complete
			2. is not misleading in any material respect
			3. does not contain material that infringes a third party’s intellectual property rights
			4. is identical, if they supply both hard and soft copies.
		4. The Buyer may rely on the Response and all information provided by the Respondent during the RFI process (e.g. correspondence and negotiations).

### Clarification of Response

* + 1. The Buyer may ask the Respondent for more information or clarification on the Response at any time during the RFI process.
		2. The Buyer need not ask all Respondents for the same clarification.
		3. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.

## Standard RFI conditions

### Buyer’s Point of Contact

* + 1. The Respondent must direct all RFI enquiries to the Buyer’s Point of Contact in Section 1 of the RFI.
		2. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the RFI. The Buyer will not be bound by any statement made by any other person.
		3. The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email or posting a notification on GETS.
		4. If a Respondent has an existing contract with the Buyer, business as usual communications, for the purposes of managing delivery of that contract, will continue using the usual contacts.
		5. If the Respondent has an existing contract with the Buyer, the Respondent must not use its business-as-usual communications to contact the Buyer regarding the RFI.

### Conflict of Interest

* + 1. The Respondent must complete the Conflict of Interest declaration in the RFI Response Form. If a joint Response is being submitted, each party must complete the Conflict of Interest declaration separately.
		2. If a Conflict of Interest arises during the RFI process, the Respondent must inform the Buyer immediately.
		3. The Buyer may exclude a Respondent from the RFI process if a material Conflict of Interest arises.

### Confidential Information

* + 1. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party’s Confidential Information.
		2. Except as permitted by the other provisions of this Section 3, neither party will disclose the other party’s Confidential Information to a third party without that other party’s prior written consent.
		3. Each party may each disclose the other party’s Confidential Information to anyone who is directly involved in the RFI process on that party’s behalf, but only for the purpose of participating in the RFI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the RFI process.
		4. The Respondent acknowledges that the Buyer’s confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where the Buyer receives an OIA request that relates to a Respondent’s Confidential Information, the Buyer may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
		5. The Respondent may disclose the Buyer’s Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with the Buyer before making such a disclosure.
		6. The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

### Costs of participating in the RFI process

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

### Ownership of documents

* + 1. The RFI and its contents remain the property of the Buyer. All Intellectual Property rights in the RFI remain the property of the Buyer or its licensors.
		2. The Buyer may request the immediate return or destruction of any RFI documents and any copies, in which case the Respondent must comply in a timely manner.
		3. All documents forming part of the Response will, once they are delivered to the Buyer, become the property of the Buyer. The Response will not be returned to the Respondent.
		4. Intellectual Property rights in the Response remain the property of the Respondent or its licensors.
		5. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Response for any purpose related to the RFI process, including keeping appropriate records.

### Limited rights and obligations

* + 1. Except as stated otherwise in this paragraph, nothing in the RFI, these RFI Terms or the RFI process creates a contract or any other legal relationship between the Buyer and Respondent.
		2. The following are binding on the Respondent:
			1. The Respondent’s signed declaration (contained in the RFI Response Form).
			2. The Respondent’s obligations under paragraphs 3.1, 3.3 and 3.6. Nothing in this Section 3 takes away from any rights or remedies the Buyer may have in relation to the Respondent’s statements, representations or warranties in the Response or in correspondence with the Buyer.
			3. The standard RFI conditions in Section 3.
		3. Paragraphs 3.4 and 3.9 are binding on the Buyer.
		4. All terms and other obligations that are binding on the Buyer are subject to the Buyer’s additional rights in paragraph 3.11.

### Buyer’s additional rights

#### Changes to the RFI

* + - 1. The Buyer may amend, suspend, cancel or re-issue the RFI, or any part of it, so long as it notifies the Respondent.
			2. The Buyer may change material aspects of the RFI, such as the timeline or Requirements, provided it gives the Respondent time to respond to update its Response in relation to the changes.

#### Timeline

* + - 1. The Buyer may accept a late Response if it is the Buyer’s fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late Response.
			2. The Buyer may answer a question submitted after the Deadline for Questions, and notify all Respondents about the submission of the question and the answer.

#### RFI Process

* + - 1. The Buyer may liaise with any Respondent without informing, or doing the same, with any other Respondent.
			2. The Buyer may provide Respondents with information arising from questions about the RFI.
			3. The Buyer may withhold information arising from questions about the RFI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
			4. The Buyer may waive requirements or irregularities around the RFI process if the Buyer considers it appropriate or reasonable to do so.

### New Zealand law

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

### Disclaimer

* + 1. Nothing contained or implied in the RFI, or RFI process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.
		2. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up-to-date.
		3. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFI process, whether as a result of the Buyer exercising its rights under paragraph 6.22, the Buyer’s negligence or breach of these RFI Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.
		4. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the RFI process, to all Respondents combined, is NZ$5,000.
		5. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent’s intellectual property rights.

### Precedence

* + 1. Any conflict or inconsistency in the RFI shall be resolved by giving precedence in the following descending order:
			1. these RFI-Terms
			2. all other Sections of the RFI document
			3. any additional information or document provided by the Buyer to Respondents through the Buyer’s Point of Contact or GETS.
		2. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

## Definitions

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

| Buyer  | The government agency that has issued the RFI with the intent of obtaining information.  |
| --- | --- |
| Confidential Information | Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFI process, where that information:1. is by its nature confidential
2. is marked at the time of disclosure to the Recipient as ‘confidential’, ‘in confidence’, ‘restricted’, ‘sensitive’, ‘secret’ or ‘top secret’, and/or
3. the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.

However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider. |
| Conflict of Interest | A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to: 1. conflict with the Respondent’s obligations to the Buyer under the RFI or in the provision of the goods or services, and/or
2. call into question the independence, objectivity or impartiality of any person involved in the RFI process on behalf of the Buyer.

A Conflict of Interest may be: 1. actual: where the conflict currently exists
2. potential: where the conflict is about to happen or could happen, or
3. perceived: where other people may reasonably think that a person is compromised.
 |
| Deadline for Answers | The deadline for the Buyer to respond to questions submitted by a Respondent stated in Section 1.2 of the RFI. |
| Deadline for Responses  | The deadline for delivering or submitting Responses to the Buyer as stated in Section 1 of the RFI.  |
| Deadline for Questions | The deadline for submitting questions to the Buyer as stated in Section 1 of the RFI. |
| GETS | Government Electronic Tenders Service available at www.gets.govt.nz. |
| Intellectual Property  | All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents. |
| Point of Contact | The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFI process. The Buyer’s Point of Contact is identified in Section 1 of the RFI. The Respondent’s Point of Contact is identified in its Response. |
| Respondent  | A person, company or organisation that submits a Response in response to the RFI. The term Respondent includes each member of any consortium. |
| Response | The response a Respondent submits in reply to the RFI. It comprises the Response Form and all other information submitted by a Respondent. |
| Response Form  | The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFI, duly completed and submitted by a Respondent as part of the Response. |
| RFI | Means the Request for Information. |
| RFI-Terms  | Means the RFI Terms as set out in Section 3 of the RFI. |

For more definitions, click [HERE.](https://www.procurement.govt.nz/government-procurement-framework/government-procurement-rules/definitions/)