



REQUEST FOR PROPOSALS (RFP)

Healthy School Lunches - Contributing Primary Schools - 2026

Thank you for your interest in this opportunity.

The Ministry's Ka Ora, Ka Ako | Healthy School Lunches programme is one of the biggest food programmes in the country, delivering lunches to over 242,000 children and young people who need this support. This opportunity relates to the extension of the Alternative Provision model to include eligible contributing primary schools for the 2026 school year.

We look forward to hearing from meal providers who want to join us in supporting this important initiative for schools and local communities.

This pack provides you with information about the programme, our requirements, the scope and scale of what we are looking for, and the response form you will need to complete as part of your proposal to be part of the programme.

If you have any questions, please contact us via the question function that is on the Government Electronic Tender Service (GETS) notice for this RFP. For any other assistance or technical issues, you can contact the Ministry's procurement team at: lunches.procurement@education.govt.nz

IMPORTANT: THIS DOCUMENT IS **PART ONE** THE RFP PACK. There are five parts in total. and two Appendices in total. The Terms and conditions are at Appendix 2. Please ensure you read/have understood all parts before submitting your response.

What are we doing?

The Ministry of Education's Ka Ora, Ka Ako | Healthy School Lunches is one of the biggest food programmes in New Zealand right now. Around a million nutritious lunches are provided every week to over 242,000 children and young people in over a thousand schools and kura in communities across the length and breadth of the country.

The children that get taxpayer-funded lunches every day are our most vulnerable, and a significant proportion of their daily nutrition is consumed during the school day. The programme delivers meals to approximately 25% of students and nearly 40% of schools (i.e. 1013 schools out of 2533 schools in total) where students typically face the greatest socio-economic barriers to achieving at school or kura.

The benefits to the health, wellbeing and academic achievements of these learners are undeniable. Principals of participating schools have told us about the transformational effect on their students when provided a meal every school day.

The Alternative Provision Model

The Alternative Provision Model was introduced from Term 1 2025 to provide

nutritious, appetising meal options for learners within eligible schools and kura.

Contributing primary schools (years 0-6) remained under the existing funding arrangements in 2025, with the Cabinet approval directing they move to a more cost-efficient model in 2026, which was referred to as the Alternative Provision Model.

This procurement activity specifically focuses on bringing eligible contributing primary schools into the Alternative Provision Model for 2026.

This opportunity presents not only an attractive commercial proposition, but also offers successful Respondents the chance to have a life-changing positive impact on the lives of some of our most vulnerable citizens. Furthermore, data and evidence generated by this new solution will be used to inform a full redesign of the programme for future years.

Who do we want to hear from?

This approach gives meal providers the opportunity to offer services under the Alternative Provision Model. It is expected that the new contracts will be in place for the 2026 school year.

We want to hear from providers who can offer a full lunch solution under this model.

How are we approaching the market to do this?

We are approaching the market using a single stage RFP process.

Proposals will be evaluated using pre-conditions (Pass/ Fail) and weighted evaluation criteria. This information is detailed in the [PART FOUR: Timeline and Selection Approach](#) document.

Recognising the \$3 price cap may limit responses, suppliers are able to submit a non-compliant proposal for supply of lunches at a higher tendered price, noting that:

- non-compliant proposals will only be considered for supply to schools where there are coverage gaps (i.e. no viable \$3 solution is available)
- the Ministry is not obligated to evaluate or consider non-compliant proposals.

Who are we looking for?

We are looking for meal providers with the capability and capacity to provide a solution based on our requirements. We are open to a consortium bid or a prime supplier structure that could deliver a solution to all identified regions.

We are looking for providers that have the capability, capacity and infrastructure in place to deliver a varied and appealing range of nutritious

meals at the required volume, within the budget and at the right delivery frequency for participating contributing primary schools.

Providers will need to have a good track record in delivering similar services and the ability to implement the agreed solution in time for schools and kura to receive food from the start of school year in 2026.

What's in it for you?

Coming on-board provides a unique opportunity to be a driving influence in the expansion of the Alternative Provision Model to incorporate contributing primary schools.

This opportunity presents not only an attractive commercial proposition, but also offers successful Respondents the chance to have a life-changing positive impact on the lives of some of our most vulnerable citizens. Furthermore, data and evidence generated by this new solution will be used to inform a full redesign of the programme for future years.

Want to be involved? Here's what to do next:



If you would like to be involved, please complete and submit your proposal (refer to [PART FIVE: Response Form](#)) via the Government Electronic Tender Service (GETS) by 10am 21 August 2025. All submissions must be received by this date.

To help inform your response the following five documents are available and should be considered as part of this tender pack:

1. PART ONE: Overview (this document)
2. PART TWO: RFP Scope, Scale and Approach
3. PART THREE: RFP Requirements
4. PART FOUR: Timeline and Selection Approach

5. PART FIVE: Response Form.

The RFP Terms and Conditions form part of Part One and are included in this RFP pack as Appendix 2.

You will also have the opportunity to attend an online briefing session on 28 July 2025 to hear from our team and to find out more information.

The briefing date and registration link is available in [PART FOUR: Timeline and Selection Approach](#). This session will also be recorded and made available to suppliers.

House Keeping

We understand that this is a little different to how you might normally engage with the Ministry.

Please get in touch if you need more clarity.

Further Queries?

All upcoming market activity will be managed by the Ministry's procurement team.

Please direct all queries via the question function in GETS in the first instance, but do get in touch if you run into any issues at: lunches.procurement@education.govt.nz

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OUR SCOPE, SCALE & APPROACH



We want to hear from meal providers who are able to offer a full lunch solution under the cost efficient model for our contributing primary school (year 0-6) learners. There are a few exclusions and things to be aware of, and over the next few pages we have provided a brief run down on our plans and how you can get involved.

If you have any questions, please contact us via the question function that is on the Government Electronic Tender Service (GETS) notice for this RFP.

For any other assistance or technical issues, you can contact the Ministry of Education procurement team at: lunches.procurement@education.govt.nz

IMPORTANT: THIS DOCUMENT IS **PART TWO** OF THE RFP PACK.
There are five parts and two appendices in total.

Please ensure you read/have understood all parts before submitting your response

Our Goal:

To provide nutritious and delicious meals efficiently with less surplus and food waste.

The Ka Ora, Ka Ako | Healthy School Lunches is one of the biggest food programmes in New Zealand. As outlined in Part One, an Alternative Provision Model was introduced from Term 1 2025 that provides a range of suitable, nutritious food options for learners in eligible full primary (years 0 – 8), intermediate, composite (years 0 – 15) and secondary schools and kura. Participating schools and kura are those that meet the equity index criteria.

This procurement activity is focussed on bringing contributing primary schools (year 0-6 learners) into the Alternative Provision Model. This will:

- 1. Enable the Government to provide lunches at a lower cost than the previous model and reduce waste and surplus;
- 2. Deliver lunch within a fixed price of \$3 per in-scope learner.

What are our high-level requirements?

Suppliers must deliver a range of food items and meals nationally to Year 0-6 learners in eligible contributing primary schools from the start of Term 1, 2026 at a delivered lunch price of \$3 per in-scope learner.

Through this procurement opportunity we are seeking to:

- 1. Achieve a delivered lunch price of \$3 per in-scope learner;
- 2. Stand up full solutions within the required timeframes;

- 3. Maintain a nutritionally healthy focus (compliance with the Programme’s nutrition standards);
- 4. Maintain a focus on sustainability (packaging, waste and distribution);
- 5. Be able to provide data and information to support evaluation benefits and identification.

What is the Scope and Scale of the Model

Contributing primary schools and kura in this programme range significantly in size and capabilities, from less than 10 to approximately 1,000 students | ākonga. They also vary in facilities, including storage, refrigeration, and food preparation capabilities. Therefore, the products and storage requirements need to be broad to meet the diverse needs of all participating schools and kura.

The alternative model will deliver a range of food items and meals nationally to learners in eligible contributing primary schools at a target delivered lunch price of \$3 per learner.

Typical School Profile/Key Considerations

The following is a profile of three school types with some of the key scenarios / considerations:

| | |
|--|--|
| Small contributing primary schools and kura (1-100 ākonga) | <ul style="list-style-type: none">• Limited storage, may have some basic kitchen facilities.• Suitable options: simple self-assemble items, heat and eat products• Some schools and kura may have the facilities and |
|--|--|

| | |
|---|---|
| | capability to cook meals due to the small school roll. |
| Medium contributing primary schools and kura (101-500 ākonga) | <ul style="list-style-type: none"> • Varying storage and kitchen facilities. • Less capacity for self-assemble and heat and eat options at scale. |
| Large contributing primary schools and kura (501+ ākonga) | <ul style="list-style-type: none"> • Varying storage and kitchen facilities. • More regular deliveries may be needed due to bulk storage issues. |

In Scope / Anticipated learner/meal volumes by region:

The table below is an indication of the total number of in-scope schools per region, and the combined roll for those schools. A list of in-scope schools can be found in Part Five: Response Form.

| Region | Number of Contributing Primary Schools | Current Roll |
|---|--|--------------|
| Northland /Tai Tokerau | 12 | 2,571 |
| Auckland Central and East / Tāmaki Herenga Manawa | 5 | 1,338 |
| Auckland North and West /Tāmaki Herenga Tāngata | 11 | 3,369 |
| Auckland South and South-west / Tāmaki Herenga Waka | 31 | 13,137 |

| | | |
|-------------------------------|------------|---------------|
| Waikato | 13 | 3,917 |
| Bay of Plenty/Waiariki | 24 | 6,345 |
| Hawke's Bay/Tairāwhiti | 19 | 4,054 |
| Taranaki/Whanganui/Manawatū | 20 | 4,208 |
| Wellington | 19 | 3,301 |
| Nelson/Marlborough/West Coast | 3 | 634 |
| Canterbury/Chatham Islands | 18 | 4,108 |
| Otago/Southland | 21 | 2,456 |
| Grand Total | 196 | 49,438 |

These numbers reflect contributing primary schools receiving lunches under the External model.

Out of Scope

Some contributing primary schools are out of scope for this procurement activity and are not included in the numbers or information provided. These include contributing primary schools:

1. which have an internal kitchen/lunch model
2. Are currently supported by an iwi/hapu provider.

What is our approach?

We are undertaking an open, single stage RFP process for meal providers who wish to apply. If this RFP opportunity is of interest to you, you'll need to submit your proposal formally by filling out and submitting the completed response form (see

PART FIVE: Response Form) to us via GETS, and providing information as to how you can meet the pre-conditions and requirements.

This RFP process will allow us to learn about your organisation and understand any issues or opportunities. It will also give you the opportunity to learn more about us and how we work with a view to working out how the new approach will work.

How should I submit a proposal?

Firstly, make sure you read all parts of our information pack - there are five parts in total to the RFP Pack.

The response form will guide you as to the information we need on how you can meet the pre-conditions and requirements.

You can find this as [PART FIVE: The Response Form](#)

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OUR REQUIREMENTS

There are a number of requirements which we want to make sure you know about. These are the key areas we are considering to meet our goal of providing nutritious and delicious meals efficiently to contributing primary schools.

If you have any questions, please contact us via the question function that is on the Government Electronic Tender Service (GETS) notice for this RFP.

For any other assistance or technical issues, you can contact the Ministry's procurement team at: lunches.procurement@education.govt.nz

IMPORTANT: THIS DOCUMENT IS **PART THREE** OF THE RFP PACK.

There are five parts and two appendices in total.

Please ensure you read/have understood all parts before submitting your response

Our Goal:

To provide nutritious and delicious meals efficiently with less surplus and food waste

Ka Ora, Ka Ako | Healthy School Lunches is one of the biggest food programmes in New Zealand. As outlined in Part One of our RFP pack, an Alternative Provision Model was introduced from Term 1 2025 that provides a range of suitable and nutritious food options for learners in eligible full primary (years 0 – 8), intermediate, composite (years 0 – 15) and secondary schools and kura. Participating schools and kura are those that meet the equity index criteria.

This procurement activity is focused on bringing contributing primary schools (year 0-6 learners), which were not in scope for the 2024 procurement opportunity, into the Alternative Provision Model.

The Alternative Provision Model enables the Government to:

1. provide lunches at a lower cost than the previous model and reduce waste and surplus;
2. be able to be delivered, with a fixed price of \$3 per in-scope learner.

What are our high-level requirements?

The Alternative Provision Model must deliver a range of food items and meals nationally to Year 0-6 learners in eligible contributing primary schools from the start of Term 1, 2026 at a delivered lunch price of \$3 per in-scope learner.

Through this procurement opportunity we are seeking to:

1. Achieve a delivered lunch price of \$3 per in-scope learner;
2. Stand up full solutions within the required timeframe;
3. Maintain a nutritionally healthy focus (compliance with the Programme's nutrition standards);
4. Maintain a focus on sustainability (packaging, waste and distribution);
5. Be able to provide data and information to support evaluation benefits and identification.

Our high-level requirements are for meal provisions solution/s that meet the following:

1. Achieve a lunch price of \$3 per in-scope learner
2. Timeliness: Can be operational within the required timeframe.
3. Full Solution Delivery: Includes meal preparation, packaging, logistics, delivery to schools and kura, waste disposal
4. Sustainable practices, including sustainable packaging
5. Adaptable Ordering System: Enables each school to order on a regular basis, and with the ability to make changes (for example teacher only days or education outside of the classroom)
6. Adherence to food safety, nutrition standards, and school lunch times
7. Provision of data and reporting
8. School relationship management.

What are our detailed requirements?

This section is for suppliers to better understand our fuller requirements.

We recommend reviewing this section and ensuring a thorough understanding of these requirements before preparing your proposal.

| Meal Providers: | | |
|---------------------------|------------------------|--|
| Service scope | Comprehensive Solution | Solution includes meal preparation, packaging, logistics, and delivery to schools and kura. |
| Service Capability | Menu Quality | Meals meet Programme Nutrition Standards High appeal of menu offerings to students ākonga. Be able to meet common special diet needs such as common allergens, e.g. dairy free, vegetarian, halal etc |
| | Cost Efficiency | Ability to deliver a lunch price of \$3 per learner including food, labour, packaging and delivery of meals to schools, and waste minimisation, management and removal. |
| | Waste Minimisation | Have strategies in place to reduce waste and surplus lunches. Manage rubbish and waste removal, including a solution for same day removal at end of term, Fridays and the day prior to public holidays, or have an agreed plan for waste removal for these times. Provide guidance to schools on storage requirements for food products to maintain food safety. Have a plan to maintain waste levels below 7%. |

| | | |
|---------------------------|---------------------------|--|
| | Sustainability | Sustainable practices are in place to minimise environmental impact, Sustainable packaging practices are in place Ethical labour practices (policies and measures in place) to prevent modern slavery or worker exploitation within the supply chain. |
| | Ordering System | Availability of a secure, easy to use ordering system for schools and kura that: <ul style="list-style-type: none"> Makes it easy for schools to: <ul style="list-style-type: none"> find /select offered menus. Enter student roll information (including changes) Advise special diet requirements Advise of events such as teacher only days, sports days etc Provides appropriate reporting for the Ministry and schools Meets requirements for the Privacy Act Provides appropriate controls over product ordering to ensure schools are ordering an appropriate volume based on attendance, and to manage the budget support the use of tohutō (macrons) in te reo Māori |
| Capacity and Scale | Meals production/delivery | Production and delivery capacity to meet the total roll of schools nominated by the supplier in their RFP Response Capacity to provide larger cohorts of contributing primary schools (Desirable) |
| | Scalability | Flexibility to scale production up or down based on order quantities. |

| | | |
|---------------------------------------|--|--|
| Compliance & Safety | Regulatory Compliance | Adherence to food safety and health regulations. Holds a verified Food Control Plan for the proposed kitchen. Adherence to all legal and regulatory requirements, including: <ul style="list-style-type: none"> • Children’s Act 2014 • Health and Safety at Work Act 2015 • Privacy Act 2020 • Food Safety Act 2014 • New Zealand Government Supplier Code of Conduct |
| Cultural & Community Focus | Supports the Ministry’s obligations as a partner to the Treaty of Waitangi | Supports the Ministry’s obligations as a partner to the Treaty of Waitangi, including providing solutions and support for schools in a way that is culturally appropriate for schools, including kaupapa Māori kura. |
| Governance | Monitoring and Reporting | Ability to provide daily reporting of delivery performance Regular monitoring and reporting of key performance indicators (KPIs) such as timeliness and completeness of delivered lunches, , waste and surplus levels, and customer satisfaction. Compliance with nutritional standards and menu quality Regular review meetings to assess performance, address issues, and implement improvements. Reporting on compliance with budget and contract performance |
| Service Continuity | Risk Management | Regular risk assessments to identify potential issues in supply chain, food safety, and operational processes. Development of mitigation strategies and contingency plans (BCP). |

| | | |
|--------------------------------|------------------------|--|
| | | Procedures for handling emergencies, such as foodborne illness outbreaks or supply chain disruptions. Communication plans |
| Relationship Management | Stakeholder engagement | Open communication channels Transparency in reporting performance. |
| Customer Satisfaction | Feedback and Reviews | Mechanism/process for collecting/responding customer/school feedback/satisfaction. |

What kind of lunch products are we looking for?

Lunch products should cover a range of food types, including dairy, fruits, vegetables, proteins, and grains.

The lunch products offered need to be varied, appealing, align with nutrition standards and dietary needs, including common allergies, intolerances, and religious/ethical requirements.

Library of Recipes

To help potential suppliers and reduce complexity, the Ministry has setup and offer a library of recipes that meal providers can choose from in addition to their own offerings. These recipes have been tested to ensure they meet budgetary and nutritional expectations. The recipe library is available here -

<https://kaorakaako.education.govt.nz/recipe-library>

In school distribution

All contributing primary schools use the ‘classroom box’ distribution approach onsite in schools. Here is a link to more information [Distribution Funding - Ka Ora, Ka Ako - Healthy School Lunches Programme](#)

For clarity, in-school distribution is excluded from the scope of this RFP.

In Scope / anticipated learner/meal volumes by region

The table below is an indication of the total number of in-scope schools per region, and the combined roll for those schools. A full list of in-scope contributing primary schools can be found in Part Five: Response Form.

We are particularly interested in understanding the specific regions and/or district clusters that your solution might be able to service.

| Region | Number of Contributing Primary Schools | Current Roll |
|---|--|--------------|
| Northland /Tai Tokerau | 12 | 2,571 |
| Auckland Central and East / Tāmaki Herenga Manawa | 5 | 1,338 |
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| Canterbury/Chatham Islands | 18 | 4,108 |
| Otago/Southland | 21 | 2,456 |
| Grand Total | 196 | 49,438 |

Note:

- These numbers reflect contributing primary schools currently receiving lunches under the external delivery model.
- Eleven (11) current in-scope schools may move to out-of-scope. These schools are identified in the Response Form.

Ease of Ordering for Schools I Kura

Schools and kura need a simple, easy to use way to order the food they need. To enable this, we are looking for suppliers to have an online ordering system which can be accessed by schools to manage lunch numbers based on the attendance of students

This needs to be available to access, and schools signed up and able to order 2026 lunch orders from the beginning of December 2025.

The Ministry can assist with promoting the portal to schools and kura. Suppliers are responsible for onboarding schools and kura to the portal and Alternative Provision Model.

The portal requirements are included in the detailed requirements on page 3.

What is our Contract term?

The proposed contract term is for 14 months from 1 November 2025 – 24 December 2026, for the provision of school lunches from term one, 2026.

Commercial Considerations

Staying within budget is key. This programme has a fixed budget, and there are no CPI or other cost adjustments over the proposed contract term.

What are the next steps?

If this RFP opportunity is of interest to you, you'll need to submit a proposal by filling out and submitting the response form to us via GETS, and providing information as to how you can meet the pre-conditions and requirements.

The response form will guide you as to the information we need on how you can meet the pre-conditions and requirements. You can find this as [PART FIVE: The Response Form](#).



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Te Tāhuhu o
te Mātauranga
Ministry of Education

OUR ENGAGEMENT TIMELINE & APPROACH TO SELECTING A SUPPLIER



Through this procurement process we are seeking to deliver lunches to learners in eligible contributing primary schools from term 1, 2026 at a delivered lunch price of \$3 per learner.

We hope you consider joining us in helping to achieve our goal of providing nutritious and delicious meals efficiently with less surplus and food waste.

Want more details about the timelines involved, and how the selection process will work? Over the next few pages, we have provided a brief run down on our plans and how you can get involved.

If you have any questions, please contact us via the question function that is on the Government Electronic Tender Service (GETS) notice for this RFP.

For any other assistance or technical issues, you can contact the Ministry's procurement team at:
lunches.procurement@education.govt.nz

IMPORTANT: THIS DOCUMENT IS **PART FOUR** OF THE RFP PACK.

There are five parts and two appendices in total. Please ensure you read/have understood all parts before submitting your response.

How is this engagement going to progress?

We have outlined the activities and timings for the next 2 ½ months below. We want to show you what we plan to have happening between now and delivery. We have a goal to start delivery on the 1st day of term 1 2026 and have a timeline that we think will set us up to succeed.

| Date | Activity | |
|--|--|---|
| Request for Proposals (RFP) Opens | | |
| 22 July | RFP released on GETS | www.gets.govt.nz |
| 3pm, 28 July | Online Supplier Briefing | To register email to lunches.procurement@education.govt.nz |
| Week of 28 July | Draft contract released | |
| 30 July | Supplier notification of intent to respond | Email to lunches.procurement@education.govt.nz |
| 5pm, 13 August | Supplier questions close | Questions should be submitted via GETS - answers will be published on GETS |
| 10am, 21 August | 10am RFP Closes | |
| 22 August – 9 September | Evaluation | Respondents individually advised of their status following the evaluation process |
| 15 Sep – 1 October | Negotiations | |
| Oct - mid Nov | Recommendation approved and debriefs | |

From early October onwards we're a bit unsure of how the dates will fall, but we want to give you an insight into the activities we are planning anyway.

REQUEST FOR PROPOSALS (RFP) PART FOUR: Ministry of Education – Healthy School Lunch Programme – 2026 Contributing Primary Schools

How will responses be evaluated?

Once we receive your responses we'll assess your response against the following preconditions:

- You confirm you can deliver a lunch to the schools and kura you have applied to supply at the price cap of \$3 per student per day (including ingredients and distribution elements) for the 1-year term of the contract (and with no CPI or other cost adjustment over the term)
- You confirm you have the ability for schools to place provisional lunch orders at the beginning of December 2025, and for lunches to be supplied from the commencement of Term 1, 2026
- You have processes in place to ensure there is no modern slavery or worker exploitation within your supply network?

Responses that pass the precondition assessment will be distributed to a team of subject matter experts. These individuals will be briefed on our scoring guide, which we have provided at the end of this document, and they'll use that scoring guide to give marks to each answer.

They'll do their marking in isolation before we all come together as a group to discuss the scores and agree moderated team scores for each Respondent.

At the completion of the moderation scoring the evaluation team will determine:

- The highest scoring RFPs
- Any schools/locations where there are no viable supplier options
- Any schools where the responses of the highest scoring respondents are conditional on being awarded multiple schools

Based on the above considerations the evaluation team will provisionally shortlist the suppliers who scored the highest for each school. A maximum of two providers will be provisionally shortlisted for each school unless there is clear rationale to include additional providers.

The evaluation panel will also consider the combination of suppliers needed to maximise coverage across contributing primary schools. For example, if a lower scoring supplier offers a multi-school solution that is conditional on being awarded all schools they have applied to supply, and that supplier's capacity is required to achieve a supply solution across schools that would otherwise not have a solution available, this supplier may be shortlisted ahead of other higher scoring proposals which had not offered as broad a multi-school capacity.

Following the moderation steps above, the evaluation team will review the scoring and coverage of the provisionally shortlisted suppliers to identify the recommended shortlist for negotiations.

Should insufficient responses at the \$3 capped price be received and alternative proposals are considered, these will be evaluated on a narrative value for money basis, i.e. price will not be weighted. Note that:

- non-compliant proposals will only be considered for supply to schools where there are coverage gaps (i.e. no viable \$3 solution is available)
- the Ministry is not obligated to evaluate or consider non-compliant proposals.

High Level Criteria

You can see the questions in the response form, but our high level criteria and their respective weighting out of 100 is as follows:

| Criteria | Weighting |
|--|--|
| Criteria 1 - Understanding your solution <ul style="list-style-type: none"> – Viability (including service transition/implementation) – Menu quality & nutrition – Waste minimization – Stakeholder engagement – Ordering system | 60% <ul style="list-style-type: none"> – 25% – 15% – 10% – 5% – 5% |
| Criteria 2 – Understanding your capacity <ul style="list-style-type: none"> – Coverage – Facilities and Resources – Compliance and Health & safety | 40% <ul style="list-style-type: none"> 20% 10% 10% |
| Criteria 3 – Ability to collaborate and be transparent <ul style="list-style-type: none"> – Reporting – Open book | P/F <ul style="list-style-type: none"> P/F P/F |

How will transparency and probity be managed?

All evaluation sessions will be managed by our procurement team and reviewed by an independent Probity Advisor. We want to make sure we are as transparent as possible, so we'll show you your evaluation scores, your ranking and the award decision for each catchment once we've finalised them and talk you through how we got there.

You can contact the probity auditor directly if you have any probity queries or concerns relating to the RFP process. The name and contact details of the external probity auditor are:

Name: Nick Rennie, Senior Assurance Manager, McHale Group Limited

Mobile: 021 253 0194, Email: nick.ennie@mchalegroup.co.nz

The scoring guide our evaluators will be using is:

| Rating | Definition/Criterion |
|------------------|---|
| 10 – Outstanding | Highly convincing and credible. Response demonstrates superior capability, capacity, and experience relevant to, or understanding of, the requirements of the evaluation criterion. Comprehensively documented with all claims fully substantiated |
| 9 – Excellent | Highly convincing and credible. Response demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the evaluation criterion. Documentation provides complete details. All claims adequately demonstrated and substantiated. |
| 8 – Very Good | Response complies, is convincing and credible. Response demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the evaluation criterion. Some minor lack of substantiation, but the Supplier's overall claim is supported |
| 7 – Good | Response complies, is convincing and credible. Response demonstrates excellent capability, capacity and experience relevant to, or understanding of, the requirements of the evaluation criterion. Minor uncertainties and shortcomings in the Supplier's claims or documentation. |
| 6 – Acceptable | Response complies and is credible but not completely convincing. Response demonstrates adequate capability, capacity and experience, relevant to, or understanding of, the requirement of the evaluation criterion. |
| 5 – Reservations | Response has minor omissions. Credible but barely convincing. Response demonstrated only a small marginal capability, capacity and experience relevant to, or understanding of, the requirements of the evaluation criterion. |

| | |
|------------------------------|---|
| 4 – Significant Reservations | Significant Reservations - Barely convincing. Response has shortcomings and deficiencies in demonstrating the Supplier's capability, capacity, and experience relevant to, or understanding of, the requirement of the evaluation criterion. |
| 3 – Poor | Unconvincing. Response has significant flaws in demonstrating the Supplier's capability, capacity and experience relevant to, or understanding of, the requirement of the evaluation criterion. |
| 2 – Very Poor | Unconvincing. Response significant flawed and fundamental details are lacking. Minimal information has been provided to demonstrate the Supplier's capability, capacity and experience relevant to, or understanding of, the requirement of the evaluation criterion. |
| 1 – Inadequate | Response is totally unconvincing and requirements have not been met. Response has inadequate information to demonstrate the Supplier's capability, capacity and experience relevant to, or understanding of, the requirement of the evaluation criterion. |
| 0 – Not Acceptable | Supplier was not evaluated as it did not provide any requested information and/or contravened nominated restrictions. |

A score of 3 or less for any sub-criteria/criteria may result in a response being excluded from further evaluation.



We **shape** an **education** system that delivers
equitable and **excellent outcomes**

He mea **tārai** e mātou te **mātauranga**
kia **rangatira** ai, kia **mana taurite** ai ōna **huanga**

education.govt.nz

THE RESPONSE FORM – 2026 CONTRIBUTING PRIMARY SCHOOLS



THIS RESPONSE FORM IS PART FIVE OF THE RFP PACK.
Our Requirements can be found in PART THREE of the pack.

Please ensure you read/have understood all parts before submitting your response.

If you have any questions, please contact us via the question function that is on the Government Electronic Tender Service (GETS) notice for this RFP.

For any other assistance or technical issues, you can contact the Ministry's procurement team at: lunches.procurement@education.govt.nz

Your answers will be used to determine who the most suitable supplier/s are to support this programme:

Some tips for responding include:

- ✓ Fully understand the question first, and make sure you have the right people answering it.
- ✓ Find the sweet spot. The default might be to try and include *too* much detail, but you want to make sure that your answer conveys everything it needs to in a **succinct** and **direct** way.
- ✓ Don't feel restricted by the size of the answer boxes, with the above tip in mind, take all the space you need.
- ✓ Look at the weightings, those will give you a hint as to which questions are most important to us.

1. Tell us about you

The initial profile information in this section is standard in nature.

1.1: Company information:

| Item | Detail |
|---|---|
| Trading name: | [insert the name that you do business under] |
| Full legal name (if different): | [if applicable] |
| Physical address: | [if more than one office – 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 / other please specify] |
| NZBN / 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] |
| Is this registration of interest made by just your organisation? (eg, you alone to supply the requirements?) OR Is this a joint or consortium registration of interest (eg by you and other organisation/s supply the Requirements) | <p>Choose one of these statements to complete, and delete the others</p> <p>This is a Proposal by [insert the name of your organisation] (the Respondent) alone to supply the Requirements.</p> <p>OR</p> <p>This is a [joint/consortium] Proposal, by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.</p> |

1.2: Your Key point of contact (who will be responsible for communicating with us about this RFP)

If you are submitting a joint or consortium submission, please only provide one contact (ideally this will be the lead for your submission)

| Item | Detail |
|-----------------|--|
| Contact person: | [Name of the person responsible for communicating with us] |
| Position: | [Job title or position] |
| Phone number: | [Landline] |
| Mobile number: | [Mobile] |
| Email address: | [Work email] |

2. Non-Compliant Responses

Suppliers are able to submit non-compliant proposals for supply of lunches at a higher tendered price, noting that:

- non-compliant proposals will only be considered for supply to schools where there are coverage gaps (i.e. no viable \$3 solution is available)
- the Ministry is not obligated to evaluate or consider non-compliant proposals.

Is this a non-compliant response - Yes /No

If Yes, what is your tendered price per lunch? \$

Please confirm your tendered price per lunch includes the Ministry's full requirements in Part 3 (excluding pricing) - Yes /No. If No, please provide details

Please note all questions in the Response form are to be completed for all proposals, including non-compliant responses.

3. Our Preconditions

- ✓ Each Registration must meet all of these pre-conditions. Registrations which fail to meet one or more will be eliminated from further consideration.
- ✓ Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Registration.
- ✓

You confirm you can deliver a lunch to the schools and kura you have applied to supply at the price cap of \$3 per student per day (including ingredients and distribution elements) for the 1-year term of the contract (and with no CPI or other cost adjustment over the term)

[Yes / No – please include a short summary of the capacity and capability you have to make this happen.]

You confirm you have the ability for schools and kura to place provisional lunch orders at the beginning of December 2025, and for lunches to be supplied from the commencement of Term 1, 2026

[Yes / No - please provide a brief explanation on how you would achieve the \$3 per student cap, noting that there is no additional CPI cost adjustment over the term]

You have processes in place to ensure there is no modern slavery or worker exploitation within your supply network?

[Yes / No – please include a short summary on the systems or processes you have in place to mitigate Modern Day slavery. It is important to note that we will seek more information on this should your response progress.]

4. Understanding your Solution



This Section is worth 60% of the overall score

| Q1 – Solution | 60% |
|---|---|
| <p>1. Please detail how your solution meets our requirements. Your response to this question should cover:</p> <ul style="list-style-type: none">a. Viability, with specific consideration of the \$3 per learner price capb. Menu quality, and nutrition (include a sample 10-day menu)c. Waste minimizationd. Stakeholder engagemente. Your ordering system for schools <p>2. Provide detail of your Implementation Plan and how you plan to have a solution ready for day 1, Term 1, 2026.</p> | <ul style="list-style-type: none">– 25%– 15%– 10%– 5%– 5% |
| | |

5. Understanding your Capacity



This Section is worth 40% of the overall score

| Q2: Capacity | 40% |
|---|-------|
| 1. Please tell us which contributing primary schools and kura you can provide a service for in Term 1 2026 | – 20% |
| 2. Facilities and Resources - Detail your existing facilities and resources or your plans to scale up (your people, processes and facilities) in readiness to deliver to your chosen schools/ andkura | – 10% |
| 3. Compliance and health & safety – your existing compliance and health & safety framework. Where aspects of this framework, e.g. Food Control Plans (FCPs) for proposed regional kitchens are still to be developed, these should be identified. | – 10% |
| <p>1. Your response to this question should include:</p> <ul style="list-style-type: none"> a. Coverage – complete the table below, confirming your minimum capacity meets the Total for each school and/or kura that you are interested in and can confidently stand up a solution by Term 1 2026. b. Facilities and Resources - Detail your existing facilities and resources or your plans to scale up (your people, processes and facilities) in readiness to deliver to your chosen schools and kura c. Compliance and health & safety – your existing compliance and health & safety framework. Where aspects of this framework, e.g. Food Control Plans (FCPs) for proposed regional kitchens are still to be developed, these should be identified. <p>You are invited to provide details of any additional efficiencies/value in being awarded multiple schools and kura.</p> | |

PROVIDER TO COMPLETE

Interested in Servicing? Indicate 'YES' beside the applicable Region, territorial authority or school. By indicating 'Yes' you confirm your minimum capacity meets the relevant roll numbers.

If you are interested in supplying all contributing primary schools indicate 'Yes' beside ALL in row one. You do not need to respond for each Region/territorial authority/school.

If you are interested in supplying all schools within a Region or territorial authority, indicate 'Yes' beside the relevant region or territorial authority. You do not need to respond for each school within the Region or territorial authority.

| Education Region | Territorial Authority | School Name | No. Schools | Current Roll | Supplier Interested in Servicing? |
|-------------------|-----------------------|--------------------------|-------------|--------------|-----------------------------------|
| ALL | | | 196 | 49,389 | |
| | | | | | |
| Tai Tokerau - All | | | 12 | 2,571 | |
| Tai Tokerau | Far North District | Kaeo School | | 136 | (Potential in-scope) |
| Tai Tokerau | Far North District | Kaikohe East School | | 230 | |
| Tai Tokerau | Far North District | Ohaeawai School | | 144 | (Potential in-scope) |
| Tai Tokerau | Far North District | Totara North School | | 22 | |
| Tai Tokerau | Kaipara District | Ruawai Primary School | | 109 | |
| Tai Tokerau | Kaipara District | Selwyn Park School | | 147 | (Potential in-scope) |
| Tai Tokerau | Whangarei District | Morningside School | | 351 | |
| Tai Tokerau | Whangarei District | Onerahi School | | 371 | |
| Tai Tokerau | Whangarei District | Otaika Valley School | | 131 | |
| Tai Tokerau | Whangarei District | Tikipunga Primary School | | 353 | |
| Tai Tokerau | Whangarei District | Totara Grove School | | 283 | |
| Tai Tokerau | Whangarei District | Whau Valley School | | 294 | |
| | | | | | |

| | | | | | |
|-------------------------------------|----------|-----------------------------------|-----------|---------------|----------------------|
| Tāmaki Herenga Manawa - All | | | 5 | 1,326 | |
| Tāmaki Herenga Manawa | Auckland | Hay Park School | | 160 | |
| Tāmaki Herenga Manawa | Auckland | May Road School | | 187 | |
| Tāmaki Herenga Manawa | Auckland | Riverhills School | | 115 | |
| Tāmaki Herenga Manawa | Auckland | Te Kura o Pātiki Rosebank School | | 539 | |
| Tāmaki Herenga Manawa | Auckland | Te Papapa School | | 325 | |
| | | | | | |
| Tāmaki Herenga Tāngata - All | | | 11 | 3,369 | |
| Tāmaki Herenga Tāngata | Auckland | Glendene School | | 114 | |
| Tāmaki Herenga Tāngata | Auckland | Glen Eden School | | 324 | |
| Tāmaki Herenga Tāngata | Auckland | Henderson North School | | 365 | |
| Tāmaki Herenga Tāngata | Auckland | Henderson School | | 206 | |
| Tāmaki Herenga Tāngata | Auckland | Henderson South School | | 274 | |
| Tāmaki Herenga Tāngata | Auckland | Kelston School | | 315 | |
| Tāmaki Herenga Tāngata | Auckland | Onepoto School | | 138 | |
| Tāmaki Herenga Tāngata | Auckland | Pomaria Road School | | 456 | |
| Tāmaki Herenga Tāngata | Auckland | Prospect School | | 343 | |
| Tāmaki Herenga Tāngata | Auckland | Ranui School | | 392 | |
| Tāmaki Herenga Tāngata | Auckland | St Leonards Road School | | 442 | |
| | | | | | |
| Tāmaki Herenga Waka - All | | | 31 | 13,139 | |
| Tāmaki Herenga Waka | Auckland | Bairds Mainfreight Primary School | | 338 | |
| Tāmaki Herenga Waka | Auckland | Chapel Downs School | | 760 | |
| Tāmaki Herenga Waka | Auckland | Clendon Park School | | 727 | (Potential in-scope) |
| Tāmaki Herenga Waka | Auckland | Dawson School | | 296 | |
| Tāmaki Herenga Waka | Auckland | East Tamaki School | | 163 | |
| Tāmaki Herenga Waka | Auckland | Fairburn School | | 435 | |
| Tāmaki Herenga Waka | Auckland | Favona School | | 293 | |

| | | | | | |
|----------------------|------------------|---|-----------|--------------|----------------------|
| Tāmaki Herenga Waka | Auckland | Finlayson Park School | | 920 | (Potential in-scope) |
| Tāmaki Herenga Waka | Auckland | Flat Bush School | | 398 | |
| Tāmaki Herenga Waka | Auckland | Kelvin Road School | | 541 | |
| Tāmaki Herenga Waka | Auckland | Kingsford School | | 310 | |
| Tāmaki Herenga Waka | Auckland | Leabank School | | 384 | |
| Tāmaki Herenga Waka | Auckland | Mangapikopiko School | | 260 | |
| Tāmaki Herenga Waka | Auckland | Manurewa South School | | 382 | |
| Tāmaki Herenga Waka | Auckland | Mayfield School (Auckland) | | 293 | |
| Tāmaki Herenga Waka | Auckland | Mountain View School | | 309 | |
| Tāmaki Herenga Waka | Auckland | Nga Iwi School | | 350 | |
| Tāmaki Herenga Waka | Auckland | Otahuhu School | | 586 | |
| Tāmaki Herenga Waka | Auckland | Papatoetoe East School | | 592 | |
| Tāmaki Herenga Waka | Auckland | Papatoetoe North School | | 763 | |
| Tāmaki Herenga Waka | Auckland | Papatoetoe South School | | 590 | |
| Tāmaki Herenga Waka | Auckland | Papatoetoe West School | | 706 | |
| Tāmaki Herenga Waka | Auckland | Rongomai School | | 168 | |
| Tāmaki Herenga Waka | Auckland | Roscommon School | | 535 | |
| Tāmaki Herenga Waka | Auckland | Rowandale School | | 610 | |
| Tāmaki Herenga Waka | Auckland | Sir Edmund Hillary Collegiate Junior School | | 382 | |
| Tāmaki Herenga Waka | Auckland | Tamaoho School | | 308 | |
| Tāmaki Herenga Waka | Waikato District | Te Kohanga School | | 23 | |
| Tāmaki Herenga Waka | Auckland | Te Matauranga | | 319 | |
| Tāmaki Herenga Waka | Waikato District | Tuakau School | | 260 | |
| Tāmaki Herenga Waka | Auckland | Wymondley Road School | | 138 | |
| | | | | | |
| Waikato - All | | | 13 | 3,918 | |
| Waikato | Hamilton City | Bankwood School | | 343 | |
| Waikato | Hamilton City | Deanwell School | | 344 | |
| Waikato | Hamilton City | Fairfield Primary School | | 352 | |

| | | | | | |
|-------------------------------------|-------------------------|---|-----------|--------------|----------------------|
| Waikato | Hamilton City | Forest Lake School | | 343 | |
| Waikato | Hamilton City | Frankton School | | 732 | |
| Waikato | Hamilton City | Insoll Avenue School | | 325 | |
| Waikato | Hamilton City | Nawton School | | 509 | |
| Waikato | Matamata-Piako District | Kiwitahi School | | 88 | |
| Waikato | Matamata-Piako District | Morrinsville School | | 230 | |
| Waikato | Matamata-Piako District | Motumaoho School | | 25 | |
| Waikato | South Waikato District | Putāruru Primary School | | 219 | |
| Waikato | Waipa District | Pekapekarau School | | 280 | |
| Waikato | Waitomo District | Piopia Primary School | | 128 | |
| | | | | | |
| Bay of Plenty/Waiariki - All | | | 24 | 6,320 | |
| Bay of Plenty/Waiariki | Kawerau District | Kawerau Putauaki School | | 136 | (Potential in-scope) |
| Bay of Plenty/Waiariki | Kawerau District | Kawerau South School | | 357 | |
| Bay of Plenty/Waiariki | Rotorua District | Aorangi School (Rotorua) | | 120 | |
| Bay of Plenty/Waiariki | Rotorua District | Glenholme School | | 345 | |
| Bay of Plenty/Waiariki | Rotorua District | Kawaha Point School | | 222 | (Potential in-scope) |
| Bay of Plenty/Waiariki | Rotorua District | Malfoy School | | 294 | |
| Bay of Plenty/Waiariki | Rotorua District | Mihi School | | 15 | |
| Bay of Plenty/Waiariki | Rotorua District | Ngongotaha School | | 380 | |
| Bay of Plenty/Waiariki | Rotorua District | Reporoa School | | 80 | |
| Bay of Plenty/Waiariki | Rotorua District | Rotokawa School | | 157 | |
| Bay of Plenty/Waiariki | Rotorua District | Selwyn School | | 343 | |
| Bay of Plenty/Waiariki | Rotorua District | Sunset Primary School | | 143 | |
| Bay of Plenty/Waiariki | Taupo District | Tauhara School | | 239 | |
| Bay of Plenty/Waiariki | Tauranga City | Arataki School | | 511 | |
| Bay of Plenty/Waiariki | Tauranga City | Gate Pa School | | 377 | |
| Bay of Plenty/Waiariki | Tauranga City | Greerton Village School - Te Kura o Maarawaewae | | 384 | |
| Bay of Plenty/Waiariki | Tauranga City | Merivale School | | 172 | |

| | | | | | |
|-------------------------------------|--------------------------------|--|-----------|--------------|--|
| Bay of Plenty/Waiariki | Tauranga City | Welcome Bay School | | 283 | |
| Bay of Plenty/Waiariki | Western Bay of Plenty District | Maketu School | | 45 | |
| Bay of Plenty/Waiariki | Western Bay of Plenty District | Te Puke Primary School | | 294 | |
| Bay of Plenty/Waiariki | Whakatane District | Allandale School | | 346 | |
| Bay of Plenty/Waiariki | Whakatane District | Apanui School | | 418 | |
| Bay of Plenty/Waiariki | Whakatane District | James Street School | | 249 | |
| Bay of Plenty/Waiariki | Rotorua District | Western Heights Primary School (Rotorua) | | 410 | |
| | | | | | |
| Hawke's Bay/Tairāwhiti - All | | | 19 | 4,054 | |
| Hawke's Bay/Tairāwhiti | Gisborne District | Awapuni School (Gisborne) | | 285 | |
| Hawke's Bay/Tairāwhiti | Gisborne District | Elgin School | | 46 | |
| Hawke's Bay/Tairāwhiti | Gisborne District | Kaiti School | | 415 | |
| Hawke's Bay/Tairāwhiti | Gisborne District | Riverdale School (Gisborne) | | 131 | |
| Hawke's Bay/Tairāwhiti | Gisborne District | Te Hapara School | | 208 | |
| Hawke's Bay/Tairāwhiti | Gisborne District | Te Wharau School (Gisborne) | | 332 | |
| Hawke's Bay/Tairāwhiti | Hastings District | Ebbett Park School | | 127 | |
| Hawke's Bay/Tairāwhiti | Hastings District | Mayfair School | | 217 | |
| Hawke's Bay/Tairāwhiti | Hastings District | Raureka School | | 270 | |
| Hawke's Bay/Tairāwhiti | Hastings District | Waimarama School | | 22 | |
| Hawke's Bay/Tairāwhiti | Napier City | Henry Hill School | | 283 | |
| Hawke's Bay/Tairāwhiti | Napier City | Marewa School | | 220 | |
| Hawke's Bay/Tairāwhiti | Napier City | Onekawa School | | 350 | |
| Hawke's Bay/Tairāwhiti | Napier City | Porritt School | | 328 | |
| Hawke's Bay/Tairāwhiti | Napier City | Tamatea School | | 143 | |
| Hawke's Bay/Tairāwhiti | Napier City | Te Awa School | | 187 | |
| Hawke's Bay/Tairāwhiti | Napier City | Westshore School | | 85 | |
| Hawke's Bay/Tairāwhiti | Wairoa District | Frasertown School | | 112 | |
| Hawke's Bay/Tairāwhiti | Wairoa District | Wairoa Primary School | | 293 | |
| | | | | | |

| | | | | | |
|--|-------------------------|-------------------------------------|-----------|--------------|----------------------|
| Taranaki/Whanganui/Manawatū - ALL | | | 20 | 4,207 | |
| Taranaki/Whanganui/Manawatū | Manawatu District | Lytton Street School | | 541 | |
| Taranaki/Whanganui/Manawatū | Manawatu District | Manchester Street School | | 373 | |
| Taranaki/Whanganui/Manawatū | New Plymouth District | Moturoa School | | 128 | |
| Taranaki/Whanganui/Manawatū | New Plymouth District | Spotswood Primary School | | 230 | |
| Taranaki/Whanganui/Manawatū | New Plymouth District | Waitara East School | | 215 | |
| Taranaki/Whanganui/Manawatū | New Plymouth District | Westown School | | 154 | |
| Taranaki/Whanganui/Manawatū | Palmerston North City | Awapuni School (P North) | | 102 | |
| Taranaki/Whanganui/Manawatū | Palmerston North City | Central Normal School | | 469 | |
| Taranaki/Whanganui/Manawatū | Palmerston North City | Cloverlea School | | 242 | |
| Taranaki/Whanganui/Manawatū | Palmerston North City | Milson School | | 370 | (Potential in-scope) |
| Taranaki/Whanganui/Manawatū | Palmerston North City | Te Kura o Wairau | | 172 | (Potential in-scope) |
| Taranaki/Whanganui/Manawatū | Palmerston North City | Terrace End School | | 207 | (Potential in-scope) |
| Taranaki/Whanganui/Manawatū | South Taranaki District | Hāwera Primary School | | 172 | |
| Taranaki/Whanganui/Manawatū | South Taranaki District | Normanby School | | 136 | |
| Taranaki/Whanganui/Manawatū | South Taranaki District | St Joseph's School (Patea) | | 11 | |
| Taranaki/Whanganui/Manawatū | South Taranaki District | Whenuakura School | | 39 | |
| Taranaki/Whanganui/Manawatū | Whanganui District | Castlecliff School | | 165 | |
| Taranaki/Whanganui/Manawatū | Whanganui District | Churton School | | 141 | |
| Taranaki/Whanganui/Manawatū | Whanganui District | Gonville School | | 172 | |
| Taranaki/Whanganui/Manawatū | Whanganui District | Whanganui East School | | 168 | |
| | | | | | |
| Wellington - All | | | 19 | 3,291 | |
| Wellington | Lower Hutt City | Dyer Street School | | 183 | |
| Wellington | Lower Hutt City | Epuni School | | 179 | |
| Wellington | Lower Hutt City | Fernlea School | | 213 | |
| Wellington | Lower Hutt City | Konini Primary School (Wainuiomata) | | 275 | |
| Wellington | Lower Hutt City | Koraunui School | | 172 | |

| | | | | | |
|---|----------------------|--|-----------|--------------|----------------------|
| Wellington | Lower Hutt City | Naenae School | | 340 | |
| Wellington | Lower Hutt City | Pomare School | | 85 | |
| Wellington | Lower Hutt City | Rata Street School | | 290 | |
| Wellington | Lower Hutt City | Taita Central School | | 115 | |
| Wellington | Lower Hutt City | Wainuiomata Primary School | | 227 | |
| Wellington | Masterton District | Masterton Primary School | | 243 | |
| Wellington | Porirua City | Glenview School (Porirua East) | | 101 | |
| Wellington | Porirua City | Holy Family School (Porirua) | | 161 | |
| Wellington | Porirua City | Maraeroa School | | 147 | |
| Wellington | Porirua City | Ngati Toa School | | 137 | |
| Wellington | Porirua City | Porirua East School | | 139 | |
| Wellington | Porirua City | St Pius X School (Titahi Bay) | | 26 | |
| Wellington | Upper Hutt City | Te Kura o Hau Karetu | | 139 | |
| Wellington | Wellington City | Linden School | | 119 | |
| | | | | | |
| Nelson/Marlborough/West Coast -All | | | 3 | 634 | |
| Nelson/Marlborough/West Coast | Marlborough District | Blenheim School | | 168 | (Potential in-scope) |
| Nelson/Marlborough/West Coast | Nelson City | Stoke School | | 203 | |
| Nelson/Marlborough/West Coast | Nelson City | Tahunanui School | | 263 | |
| | | | | | |
| Canterbury/Chatham Islands - All | | | 18 | 4,104 | |
| Canterbury/Chatham Islands | Ashburton District | Ashburton Netherby School | | 164 | |
| Canterbury/Chatham Islands | Ashburton District | Chertsey School | | 41 | |
| Canterbury/Chatham Islands | Ashburton District | Hampstead School | | 309 | |
| Canterbury/Chatham Islands | Christchurch City | Addington Te Kura Taumatua | | 343 | |
| Canterbury/Chatham Islands | Christchurch City | Bishopdale School Te Kura o Papakōhatu | | 160 | |
| Canterbury/Chatham Islands | Christchurch City | Bromley School | | 345 | |

| | | | | | |
|------------------------------|-------------------|--|-----------|--------------|--|
| Canterbury/Chatham Islands | Christchurch City | Gilberthorpe School | | 228 | |
| Canterbury/Chatham Islands | Christchurch City | Hornby Primary School | | 257 | |
| Canterbury/Chatham Islands | Christchurch City | St James School (Aranui) | | 106 | |
| Canterbury/Chatham Islands | Christchurch City | Te Hiwa Shirley Primary School | | 368 | |
| Canterbury/Chatham Islands | Christchurch City | Te Huarahi Linwood Avenue School | | 354 | |
| Canterbury/Chatham Islands | Christchurch City | Te Kōmanawa Rowley School | | 232 | |
| Canterbury/Chatham Islands | Christchurch City | Te Kura o Matarangi - Northcote School | | 152 | |
| Canterbury/Chatham Islands | Christchurch City | Te Manu Tukutuku South Hornby School | | 281 | |
| Canterbury/Chatham Islands | Christchurch City | Whītau School | | 319 | |
| Canterbury/Chatham Islands | Timaru District | Temuka Primary School | | 223 | |
| Canterbury/Chatham Islands | Waimate District | Waimate Centennial School | | 132 | |
| Canterbury/Chatham Islands | Waimate District | Waimate Main School | | 90 | |
| | | | | | |
| Otago/Southland - All | | | 21 | 2,456 | |
| Otago/Southland | Clutha District | Milton School | | 104 | |
| Otago/Southland | Clutha District | St Mary's School (Milton) | | 64 | |
| Otago/Southland | Clutha District | Tokoiti School | | 34 | |
| Otago/Southland | Clutha District | Waikoikoi School | | 9 | |
| Otago/Southland | Dunedin City | Bradford School | | 94 | |
| Otago/Southland | Dunedin City | Concord School | | 60 | |
| Otago/Southland | Dunedin City | Halfway Bush School | | 33 | |
| Otago/Southland | Dunedin City | Musselburgh School | | 140 | |
| Otago/Southland | Dunedin City | Pine Hill School (Dunedin) | | 60 | |
| Otago/Southland | Dunedin City | Ravensbourne School | | 14 | |
| Otago/Southland | Gore District | East Gore School | | 102 | |
| Otago/Southland | Gore District | Mataura School | | 67 | |
| Otago/Southland | Invercargill City | Fernworth Primary School | | 276 | |

| | | | | | |
|-----------------|--------------------|----------------------------|--|-----|--|
| Otago/Southland | Invercargill City | Invercargill Middle School | | 156 | |
| Otago/Southland | Invercargill City | Newfield Park School | | 208 | |
| Otago/Southland | Invercargill City | New River Primary | | 233 | |
| Otago/Southland | Invercargill City | Waverley Park School | | 260 | |
| Otago/Southland | Southland District | Riverton School | | 140 | |
| Otago/Southland | Southland District | Tuturau Primary School | | 24 | |
| Otago/Southland | Waitaki District | Pembroke School (Oamaru) | | 246 | |
| Otago/Southland | Waitaki District | Te Pākihi o Maru | | 132 | |

6. Collaboration, transparency and our operating environment



This Section is scored as a Pass / Fail

Q3: Collaboration, transparency and our operating environment

Pass/Fail

The Alternative Provision Model involves an approach to delivery, contracting and engagement, where transparency is paramount.

Please describe your approach to working with the Ministry under a collaborative and transparent operating environment.

1. Your response to this question should include:

- your ability to provide daily delivery reporting (quantity and number of lunches delivered and on-time delivery performance)
- a description of your capabilities in providing customised reporting
- any reporting metrics that we should consider
- your approach to operating in an open transparent manner with the Ministry, including in relation to pricing and programme delivery
- Any processes or systems you have in place to ensure there is no modern slavery or worker exploitation within your supply network.

7. Proposed Contract

The terms and conditions of the Proposed Contract will be released by the Ministry in the week commencing 28 July 2025. The Ministry needs to know whether or not you are prepared to do business based on the Proposed Contract.

If you have any suggestions or changes that you wish to alter in the Proposed Contract, please note below (and you may be asked why it is important).

In deciding which Respondents to shortlist the Ministry will take into account each Respondent's willingness to meet the Contract terms and conditions.

Choose one and delete the other:

Having read and understood the Proposed Contract, I confirm that these terms and conditions are acceptable. If successful, I agree to sign a Contract based on the Proposed Contract, or such amended terms and conditions of Contract as are agreed with the Buyer following negotiations.

OR

Having read and understood the Proposed Contract, I have the following suggestions to make. If successful, I agree to sign a Contract based on the Proposed Contract subject to negotiating the following clauses:

| Clause | Concern | Proposed solution |
|-----------------|---|---|
| [insert number] | [briefly describe your concern about this clause] | [describe your suggested alternative wording for the clause or your solution] |
| [insert number] | [briefly describe your concern about this clause] | [describe your suggested alternative wording for the clause or your solution] |

8. Referees

Here you are asked to provide the names and contact details of referees. These must be work related referees, preferably not a friend or family member (Referees can be a family member if they can provide a truly independent reference based on the work).

The best referees are those who you have recently delivered similar goods or services for.

Before including their details check with them to make sure that they consent to acting as referee on behalf of your organisation.

Please note: In providing these referees you authorise us to collect from the referees any information about your organisation that we consider relevant to the RFP, except commercially sensitive information about pricing or contract terms, and use such information in the evaluation of your Proposal. All information provided by the referee will be treated as confidential to both you and us, i.e. we are not required to disclose that information to you, but our use and disclosure of that information is subject to our confidentiality obligations under the RFP-Terms.

Please supply the details of three referees for your organisation. Include a brief description of the goods or services that your organisation provided, and when - from the beginning date to the end date.

| First referee | |
|--------------------------|---|
| Name of referee: | [insert name of the referee] |
| Name of organisation: | [insert name of their organisation] |
| Goods/services provided: | [brief description of the goods/services you provided to this referee] |
| Date of provision: | [insert the date when you provided the goods/services] |
| Address: | [insert street address] |
| Phone: | [insert mobile or landline] |
| Email: | [insert email address] |
| Relationship | [describe your relationship with this referee – e.g. Contract Manager/ Contract Owner, Key Contact] |

| Second referee | |
|--------------------------|---|
| Name of referee: | [insert name of the referee] |
| Name of organisation: | [insert name of their organisation] |
| Goods/services provided: | [brief description of the goods/services you provided to this referee] |
| Date of provision: | [insert the date when you provided the goods/services] |
| Address: | [insert street address] |
| Phone: | [insert mobile or landline] |
| Email: | [insert email address] |
| Relationship | [describe your relationship with this referee – e.g. Contract Manager/ Contract Owner, Key Contact] |

| Third referee | |
|---|---|
| Name of referee: | [insert name of the referee] |
| Name of organisation: | [insert name of their organisation] |
| Goods/services provided: | [brief description of the goods/services you provided to this referee] |
| Date of provision: | [insert the date when you provided the goods/services] |
| Address: | [insert street address] |
| Phone: | [insert mobile or landline] |
| Email: | [insert email address] |
| Relationship | [describe your relationship with this referee – e.g. Contract Manager/ Contract Owner, Key Contact] |
| Please contact me before you approach a referee for a reference | [Yes/Not required] |

9. Declaration



This Section must be completed by all respondents as part of your submission

| Declaration | | |
|---|---|--------------------------|
| Topic | Declaration | Respondent's declaration |
| Request for Proposal process, terms and conditions | I/we have read and fully understand this Request for Proposal, including all documents released and the process, terms and conditions. I/we confirm that the applicant/s agree to be bound by them. | agree / disagree |
| Collection of further information | <p>The respondent/s authorises the Ministry of Education 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; b. use such information in the assessment of this response. <p>The respondent/s agrees that all such information will be confidential to the Ministry of Education.</p> | agree / disagree |
| Conflict of interest declaration | The applicant warrants that it has no actual, potential or perceived conflict of interest in submitting this response or eventually entering into a contract to deliver the requirements. Where a conflict of interest arises during the procurement process, the respondent/s will report it immediately to the Ministry of Education's point of contact. | agree / disagree |
| <p>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'</p> | | |

DECLARATION

I/we declare that in submitting this response and this declaration:

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

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

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: | |

We **shape** an **education** system that delivers
equitable and **excellent outcomes**

He mea **tārai** e mātou te **mātauranga**
kia **rangatira** ai, kia **mana taurite** ai ōna **huanga**

education.govt.nz

SECTION 6: RFP Terms

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

Preparing and submitting a Proposal

6.1 Preparing a Proposal

a. **Respondent obligations**

The Respondent must:

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

b. **Process acceptance**

By submitting a Proposal, the Respondent accepts the RFP-Terms.

c. **No obligation, no penalty**

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

6.2 Offer Validity Period

The Proposal must remain open for 60 working days from the closing date of the RFP.

6.3 Respondent questions

- a. The Respondent must make sure they understand the RFP.
- b. If the Respondent has any questions or needs clarification, they:
 - i. must submit questions before the Deadline for Questions (Section 4 of the RFP)
 - ii. must clearly indicate any commercially sensitive information in their questions

- iii. may withdraw their questions at any time.
- c. When the Buyer receives questions before the Deadline for Questions:
 - i. The Buyer will respond on or before the Deadline for Answers.
 - ii. The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent's identity.
 - iii. Unless stated otherwise in the RFP, the Buyer will post both the questions and answers on GETS.
 - iv. 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.

6.4 Submitting a Proposal

- a. The Respondent must ensure the Buyer receives the Proposal at the correct address on or before the Deadline for Proposals.
- b. Where the RFP stipulates a 'two-envelope' process, the Respondent must ensure that all financial information and pricing components of the Proposal are contained either:
 - i. in a sealed envelope, separate from the rest of the Proposal and clearly marked 'Financial and Pricing Information', or
 - ii. in a separate digital file from the rest of the Proposal, clearly marked 'Financial and Pricing Information'.
- c. After the Deadline for Proposals, the Buyer will acknowledge receipt of the Proposal.
- d. The Respondent must ensure that all information they provide to the Buyer:
 - i. is true, accurate and complete
 - ii. is not misleading in any material respect
 - iii. does not contain material that infringes a third party's intellectual property rights
 - iv. is identical, if they supply both hard and soft copy Proposals.
- e. The Buyer may rely on the Proposal and all information provided by the Respondent during the RFP process (e.g. correspondence and negotiations).

Assessing Proposals

6.5 Evaluation panel

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

6.6 Third party information

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

6.7 Clarification of Proposal

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

6.8 Evaluation and shortlisting of Proposal

- a. The Buyer will evaluate the Proposal according to the Evaluation Approach (Section 4 of the RFP).
- b. The Buyer may adjust its evaluation after considering additional information or clarification, as described in Sections 6.6 and 6.7 above.

6.9 Negotiations

- a. The Buyer may invite one or more Respondents to enter into negotiations with a view to forming a contract.

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

6.10 Respondent debrief

- a. At the end of the RFP process, the Buyer will offer to debrief the Respondent. This debrief may be by letter, email, phone or a meeting.
- b. The Respondent has 10 Business Days from the date of the Buyer's offer to accept a debrief.
- c. The Buyer will provide the debrief within 30 Business Days from either the date of the Respondent's acceptance of a debrief, or the date the Contract is signed, whichever is later.
- d. The debrief will:
 - i. explain why the Proposal was successful or not successful
 - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Proposal's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantages of the successful Proposal
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFP and RFP process.

6.11 Notification of outcome

During the 30 Business Days after the Contract has been signed, the Buyer:

- a. will let all unsuccessful Respondents know the name of the Successful Respondents, if any
- b. may make public the name and address of the Successful Respondents (if any) and any unsuccessful Respondents
- c. will publish a Contract Award Notice on GETS, where applicable. Contract Award Notices are available to view by the public on GETS. The Respondent may request that the Buyer withhold its address from the

Contract Award Notice for privacy reasons. The Buyer may withhold the Respondent's address from the Contract Award Notice in a manner consistent with the Privacy Act 2020.

6.12 Issues and complaints

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

Standard RFP conditions

6.13 Buyer's Point of Contact

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

6.14 Conflict of Interest

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

6.15 Ethics

- a. The Respondent must not attempt to influence, reward or benefit any representative of the Buyer, nor offer any form of personal inducement, in relation to the RFP or the RFP process.
- b. The Respondent must comply with the Supplier Code of Conduct issued by the Procurement Functional

Leader, and any other relevant codes of conduct listed in the RFP.

- c. The Buyer may exclude the Respondent from the RFP process for a breach of paragraphs 6.13b, 6.13e, 6.15a or 6.15b.
- d. To maintain a fair and ethical RFP process, the Buyer may require additional declarations or other evidence from the Respondent, or any other person, at any time.

6.16 Anti-collusion and bid rigging

- a. By submitting the Proposal the Respondent warrants that:
 - i. the Proposal has not been prepared in collusion with a Competitor.
 - ii. it will not engage in deceptive or improper conduct during the RFP process.
- b. The Buyer may exclude the Respondent from the RFP process if a breach of these warranties occurs.
- c. The Buyer reserves the right to report suspected collusion or anti-competitive behaviour to the appropriate authority, and to give that authority all relevant information, including the Proposal.

6.17 Confidential Information

- a. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this Section 6.17, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFP process on that party's behalf, but only for the purpose of participating in the RFP. 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 RFP process.
- d. 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 will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- e. 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.
- f. 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.

6.18 Costs of participating in the RFP process

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

6.19 Ownership of documents

- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors.
- b. The Buyer may request the immediate return or destruction of any RFP documents and any copies, in which case the Respondent must comply in a timely manner.
- c. All documents forming part of the Proposal will, once they are delivered to the Buyer, become the property of the Buyer. The Proposal will not be returned to the Respondent.
- d. Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors.
- e. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process, including keeping appropriate records.

6.20 Limited rights and obligations

- a. Except as stated otherwise in this Section 6.20, nothing in the RFP, these RFP Terms or the RFP process creates a contract or any other legal relationship between the Buyer and Respondent, unless and until they enter into a Contract.
- b. The following are binding on the Respondent:
 - i. The Respondent's signed declaration (contained in the RFP Response Form).
 - ii. The Respondent's obligation under Section 6.2 to ensure the Proposal remains open for the Offer Validity Period.
 - iii. The Respondent's obligations under paragraphs 6.4d and 6.4e. Nothing in this Section 6.20 takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the Proposal or in correspondence or negotiations with the Buyer.
 - iv. The standard RFP conditions in Sections 6.13 to 6.25.
- c. Sections 6.17 and 6.19 are binding on the Buyer.
- d. Where applicable, the Buyer and each Respondent are bound by any other obligation expressly identified in Section 1 of the RFP as being binding.
- e. All terms and other obligations that are binding on the Buyer are subject to the Buyer's additional rights in Section 6.22.

6.21 Exclusion from the RFP process

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

6.22 Buyer's additional rights

- a. **Changes to the RFP**
 - i. The Buyer may amend, suspend, cancel or re-issue the RFP, or any part of it, so long as it notifies the Respondent.
 - ii. The Buyer may change material aspects of the RFP, such as the timeline, Requirements or Evaluation Approach, provided it gives the Respondent time to respond to update its Proposal in relation to the changes.
- b. **Timeline**
 - i. The Buyer may accept a late Proposal 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 Proposal.
 - ii. The Buyer may answer a question submitted after the Deadline for Questions, and notify all Respondents about the submission of the question and the answer.

c. **The Proposal**

- i. The Buyer may accept or reject any Proposal, or part of a Proposal. This includes any non-compliant, non-conforming or alternative Proposal.
- ii. The Buyer may decide not to accept the lowest price conforming Proposal, unless stated otherwise in the Evaluation Approach.

d. **RFP Process**

- i. Subject to paragraph 6.9c, the Buyer may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.
- ii. The Buyer may provide Respondents with information arising from questions about the RFP.
- iii. The Buyer may withhold information arising from questions about the RFP. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
- iv. The Buyer may waive requirements or irregularities around the RFP process if the Buyer considers it appropriate or reasonable to do so.
- v. The Buyer may amend the Proposed Contract at any time, including during negotiations with a Respondent.
- vi. The Buyer may decide not to enter into a Contract with any Respondent.

e. **Consortia and unbundling**

The Buyer may make its selection conditional on the Respondent agreeing to:

- i. the Buyer selecting the Respondent to deliver the Requirements as a joint venture or consortium with another Respondent selected by the Buyer, and/or
- ii. the Buyer selecting individual elements of the Proposal that can be delivered separately, unless the Proposal specifically states that the Proposal, or the relevant elements, must be taken collectively.

6.23 New Zealand law

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

6.24 Disclaimer

- a. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.
- b. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up-to-date.
- c. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFP process, whether as a result of the Buyer exercising its rights under Section 6.22, the Buyer's negligence or

breach of these RFP Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.

- d. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the RFP process, to all Respondents combined, is NZ\$5,000 or (if known and greater than \$5,000) 5% of the estimated value of the proposed Contract as determined by the Buyer prior to the release of the RFP.
- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

6.25 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1 of the RFP
 - ii. these RFP-Terms
 - iii. all other Sections of the RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

Definitions

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

| | |
|----------------|---|
| Advance Notice | A notice published by the Buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP. |
| Business Day | Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day. |
| Buyer | The government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. |
| Competitors | Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general. |

| | |
|--------------------------|--|
| Confidential Information | <p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFP process, where that information:</p> <ol style="list-style-type: none"> is by its nature confidential is marked at the time of disclosure to the Recipient as ‘confidential’, ‘in confidence’, ‘restricted’, ‘sensitive’, ‘secret’ or ‘top secret’, and/or the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider. <p>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.</p> |
| Conflict of Interest | <p>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:</p> <ol style="list-style-type: none"> conflict with the Respondent’s obligations to the Buyer under the RFP or in the provision of the goods or services, and/or call into question the independence, objectivity or impartiality of any person involved in the RFP process on behalf of the Buyer. <p>A Conflict of Interest may be:</p> <ol style="list-style-type: none"> actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised. |
| Contract | Any written Contract entered into by the Buyer and a Successful Respondent for the delivery of the Requirements. |
| Contract Award Notice | A notice on GETS which a Buyer is required to publish under Rule 48 of the Government Procurement Rules, when it has awarded a contract that is subject to those Procurement Rules. |
| Deadline for Answers | The deadline for the Buyer to respond to questions submitted by a Respondent stated in Section 1.2 of the RFP. |
| Deadline for Proposals | The deadline for delivering or submitting Proposals to the Buyer as stated in Section 4 of the RFP. |
| Deadline for Questions | The deadline for submitting questions to the Buyer as stated in Section 4 of the RFP. |
| Evaluation Approach | The approach used by the Buyer to evaluate Proposals as described in Section 4 of the RFP. |
| 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. |
| Offer Validity Period | The period of time when a Proposal is held open by the Respondent for acceptance by the Buyer as stated in Section 6.2 of the RFP. |
| Pricing Schedule | The form prescribed by the Buyer and used by a Respondent to submit its pricing for the RFP, duly completed and submitted by a Respondent as part of the Proposal. |
| 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 RFP process. The Buyer's Point of Contact is identified on GETS. The Respondent's Point of Contact is identified in its Proposal. |
| Proposal | The response a Respondent submits in reply to the RFP. It comprises the RFP Response Form, the Pricing Schedule and all other information submitted by a Respondent. |
| Proposed Contract | The contract terms and conditions proposed by the Buyer for the delivery of the Requirements as released on GETS. |
| Registration of Interest | A formal request by a Buyer asking potential Respondents to register their interest in a procurement. It is the first step in a multi-step tender process. |
| Request for Proposals (RFP) | The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), the RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to the RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS. |
| Requirements | The Buyer's requirements for goods and/or services as described in Section 3 of the RFP. |
| Respondent | A person, company or organisation that submits a Proposal in response to the RFP. The term Respondent includes each member of any consortium. |
| RFP Response Form | The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal. |
| RFP-Terms | Means the RFP Terms as set out in Section 6 of the RFP, together with any additions or amendments to those RFP Terms specifically identified in Sections 1-4 of the RFP. |
| Successful Respondent | Following the evaluation of Proposals and successful negotiations, any Respondent who is awarded a Contract to deliver all or part of the Requirements. |

For more definitions, click [HERE](#).



**Te Tāhuhu o
te Mātauranga**
Ministry of Education

Glossary

Ka Ora, Ka Ako | Healthy School Lunches Programme RFP
- 2026 Contributing Primary Schools

Terms & Definitions

| Term | Definition |
|---|---|
| Equity Index | The Equity Index model provides a relative measure of barriers that students at the school face and is responsive to changes in socioeconomic indicators such as parent income and benefits status. The Equity Index is used to determine a school's level of equity funding. |
| Alternative Provision Model | The healthy school lunch programme provision model for 2025-2026 |
| In scope Learner | Year 0-6 learners attending external model contributing primary schools. |
| Meal provider | A single entity who produces finished meals, distributes to schools and manages waste removal. |
| Kura (how are these different from schools) | A kura kaupapa is a school where teaching is in te reo Māori and is based on Māori culture and values. |
| Alternative Education Providers | An educational pathway for learners who are disengaged from mainstream education and unlikely to be able to learn productively in a school setting. |
| External model | Meals produced on behalf of a school by an external provider. This could be a commercial entity, not for profit or Iwi/Hapū. |
| Internal model | Schools producing meals themselves within the school facilities. |
| Good track record (Provider) | Supplier that is experience in delivery and implementation of services to a similar scope and scale. |
| Eligible schools and kura | Eligible schools and kura meet the equity index criteria and have ākonga (learners) in school years 7+. |
| In Scope school/kura | External model contributing primary schools, in-scope of the Alternative Provision Model. |
| School term | The New Zealand school year is usually divided into four terms. There is usually a 2-week break between each of the first three terms and a summer holiday at the end of Term 4 of about six weeks. School term dates can be found here . |
| Participating schools | Schools and kura currently eligible and receiving lunches through the programme |



**Te Tāhuhu o
te Mātauranga**
Ministry of Education

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kia **rangatira** ai, kia **mana taurite** ai ōna **huanga**

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