



Call for Expressions of Interest (EOI)

by: **South Wairarapa District Council (Funder)**

for: **Grant Proposal - South Wairarapa Sports and Recreation Delivery - Service Provider**

EOI released:

14 July 2025

Deadline for Questions:

5:00 pm 11 August 2025

Deadline for Applications:

5:00 pm 18 August 2025

SWDC

<https://swdc.govt.nz/>

19 Kitchener Street, Martinborough 5711, New Zealand

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The opportunity

This EOI is issued by SWDC, referred to below as “the Funder” or “we” or “us”.

What we need

SWDC is seeking EOI's for a **Grant Proposal - South Wairarapa Sports and Recreation Delivery: Service Provider**. Your delivery proposal should enable sports clubs and recreational groups/rōpu to respond to changes in participation, volunteer and funding trends. The delivery of the shared services function will create, sustain and deliver high quality and accessible district participation in grassroots programmes and activities now and into the future. The opportunity has arisen for a suitable agency, community organisation, business or individual to develop and provide a fit for purpose, adaptive and innovative shared services suite that:

- Leads the delivery of a South Wairarapa Sports and Recreation Strategic Work Plan, focused on membership growth, participation pathways, long term sustainable funding, and governance.
- Develops and maintains close collaboration with a governance/oversight group representing the membership of sports and recreational community in South Wairarapa.
- Enables confidence in day-to-day operations, financial management, and resource planning, providing advice to grassroots clubs and community.
- Acts as the primary contact of Sport and Recreation in South Wairarapa, engaging with relevant regional associations, clubs, Sport New Zealand, government agencies, sponsors, and community partners.
- Drives strategic communications, community engagement and is confident in relationship management.
- Supports the delivery of high-quality governance advice, reports, and documentation, training provided by Nuku Ora.

What we don't want

Proposals from applicants that:

- promotes elite sports and recreation in favour of social active recreation and sport participation.
- centralises provision of service delivery to one town, one code, or single demographic.
- proposes a scope that is not sustainable to maintain for the district, available funding and timeframe.

What's important to us?

- You know the South Wairarapa sports and recreation sector and can work with many different codes, groups and club structures.
- You have a proven track record of inclusive, innovative and sustainable service or programme delivery.
- You hold a commitment to Te Tiriti of Waitangi and working in genuine partnership with tangata whenua to achieve mutually beneficial outcomes.
- You are accountable to the outcomes of the contract, providing best value for ratepayers and local community.

To express interest, you must meet the following grants conditions prior to release of funds:

- You have the required level of public liability insurance.
- You hold a Child Safeguarding policy or similar.
- You hold active charitable trust; or incorporated societies status; or hold a sound knowledge of the Acts associated with these.

*Other conditions may be included in your Grants Agreement and Outcome letter

Why should you register your interest?

This is an opportunity to be awarded a multiyear (2 year) grant to grow awareness of sports, recreation activities, outcomes and capability in the South Wairarapa and across the wider Wellington region.

You will want to contribute to your existing strategic objectives and/or expand, enhance or align with your existing services and relationships in the South Wairarapa sports and recreation space.

You will want to enhance the power of sports and recreation as a vehicle for participation, inclusion, opportunity, belonging for all members of community.

You will want to increase capability and confidence in economic development opportunities connected to sports and recreation in South Wairarapa.

A bit about us

Tangata ako ana i te kāenga, te tūranga ki te marae, tau ana.

A person nurtured in the community contributes strongly to society.

SWDC is a local government authority responsible for the management and development of the South Wairarapa region. We are committed to creating a thriving, sustainable and resilient community through manaakitanga and kaitiakitanga to enhance the quality of life for our residents. Our partnership with mana whenua is important to us, enabling effective participation and shared decision making.

Sports and recreation have a special place in the hearts of the South Wairarapa community, across the three towns of Featherston, Greytown and Martinborough, and our rural and coastal communities. The significant number of sports clubs and groups/rōpu illustrate the community's long history, expertise and shared interest in organising themselves to build relationships, capability and invest in their communities through sports and recreation.

1. Key Information

Context

We are seeking EOI's as an invitation to submit a **Grant Proposal - South Wairarapa Sports and Recreation Delivery: Service Provider**.

This EOI is a single step application process. Following evaluation, the successful Applicant/s will be awarded a multi-year (2 year) Grant Contract. Should no Applicant meet the criteria SWDC reserves the right to not award the Grant.

Our timeline

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

Deadline for Questions from Applicant	5:00pm 11 August 2025
Deadline for Funder to answer questions	5:00pm 14 August 2025
Deadline for Receiving Applications	5:00pm 18 August 2025
Successful Applicant notified	5:00pm 28 August 2025
Unsuccessful Applicant(s) notified	5:00pm 28 August 2025
Expected start date of Grant Contract	September 2025

How to contact us

Name: Siv Fjaerestad

Title/role: Lead Advisor, Community Development

Email address: grants@swdc.govt.nz

Developing and submitting your EOI Application

- a. Take time to read and understand the EOI.
- b. Take time to understand our Requirements. These are in Section 2 of this document.
- c. Take time to understand how your application will be evaluated. See Section 3 of this document.
- d. If you have questions, ask our contact before the deadline for questions see Section 1.
- e. Use the application form to submit your application.
- f. Complete and sign the declaration at the end of the application form.
- g. Check you have provided all the necessary information in the correct format and order.
- h. Submit your application before the deadline for EOI applications by email to grants@swdc.govt.nz

Address for submitting your application

Submit your application to the following address: grants@swdc.govt.nz. We will not accept applications sent by post or delivered to our office.

Our EOI Terms

By submitting an application, the applicant agrees to the EOI Terms described in Section 4.

Later changes to the EOI or EOI process

After publishing the EOI, if we need to change anything or provide additional information, we will let all Applicants know via the email provided.

Defined terms

You can find all definitions at the back of the EOI Terms in Section 4.

2. Our Requirements

Background

SWDC is aware that sports clubs, recreational groups/rōpu and schools in the South Wairarapa Sports and Recreation sector are facing significant and complex challenges. This EOI welcomes proposals from individuals, entities and organisations that enable sports clubs and recreational groups/rōpu to respond to changes in participation, volunteer and funding trends; and to create, sustain and deliver high quality grassroots programmes and activities now and into the future.

Key outcomes

This EOI relates to the proposal of a fit for purpose adaptive and innovative shared services suite to enable organisations, sports clubs and groups/rōpu to respond to changes in participation, volunteer and funding trends. More specifically the applicant would meet and deliver solutions and services that provide clubs, groups and participants with the below client and sector specific outcomes as listed below:

- Increased participation/membership in sports clubs and recreational groups;

- Clubs and groups/rōpu are governance ready/meeting legislative requirements by March 2026;
- Increased confidence in meeting funding targets, sponsorship opportunities and are financially sustainable;
- Increased diversity and community representation in clubs and groups/rōpu;
- Clubs have higher level of confidence in their volunteer numbers (increase of volunteers).

Broader Outcomes include:

- equitable district wide participation in sports and recreation;
- Increased community connection and social cohesion;
- Clubs and groups/rōpu are reflective of the Local Government Area; and
- Increased understanding of clubs, groups/rōpu and community needs, including rangatahi/youth and older people, Māori and Pasifika and whaikaha/living with disability, relative to mandates from funders, access, usage and income generation and economies of scale.

These relate to SWDC's four community outcomes:

- Social Wellbeing – Residents are active, healthy, safe, resilient, optimistic and connected
- Cultural Wellbeing – Strong relationships with whānau, hāpu and marae, celebrating diverse cultural identity, arts and heritage
- Economic Wellbeing – A place of destination, new business and diverse employment that gives people independence and opportunity
- Environmental Wellbeing – Sustainable living, safe and secure water and soils, waste minimisation, biodiversity enhanced

Grant term

We expect the grants agreement to commence between September to October 2025. The anticipated term and options to extend are:

Grant term	Duration
Initial Term	2 years, from 1 July 2025
Options for extending and/or additional funding	Review at 2027-37 LTP

Grant value

We estimate the value of this Grant Contract to be \$80,600 per annum plus GST for the initial term of 2 years, July 2025-June 2027, with a total value of up to \$161,200. This amount will be pro-rata in relation to the formal commencement of the grant contract.

Key deliverables and milestones

Description	Indicative date for delivery
Stand up of shared services function, incl place of work, equipment required, processes, communication, resources and budget.	31 October 2025
Communication with clubs and groups / rōpu, schools and college, sector stakeholders to socialise the purpose of the shared services, capability and resources on offer, a timeline of delivery, terms for registering and benefiting from the services, terms of reference for membership	3 November 2025
Needs assessment identify what clubs/groups/rōpu have highest need for support	15 November 2025

Description	Indicative date for delivery
Oversight/Governance is established and stood up	1 December 2025
Governance ready resources / training delivered to x number of clubs and groups/rōpu	8 December 2025 – 31 March 2026
X number of Featherston clubs and groups / Greytown clubs and groups / Martinborough clubs and groups /rural clubs and groups are registered	1 January - 31 June 2026
X number of Featherston clubs and groups / Greytown clubs and groups / Martinborough clubs and groups /rural clubs and groups are supported to build financial capability	1 April – 30 September 2026
Needs assessment / annual survey to clubs and groups to identify needs and opportunities and track progress/targets. Alignment with Voices of Rangatahi	1 April – 15 May 2026
First year impact report with baseline metrics; review and any adjustments to 2026-27 outcomes	1 July 2026
X number of Featherston clubs and groups / Greytown clubs and groups / Martinborough clubs and groups /rural clubs and groups are accessing volunteer capability resources (examples: H&S, Child Protection Policy, Volunteering Policy)	1 July 2026 – 31 December 2026
Phase 2: X number of Featherston clubs and groups / Greytown clubs and groups / Martinborough clubs and groups /rural clubs and groups are supported to build financial capability	1 November 2026 - 31 March 2027
Needs assessment / annual survey to clubs and groups to identify needs and opportunities and track progress/targets. Alignment with Voices of Rangatahi	1 April – 15 May 2027
Second year impact report with baseline metrics; review and any adjustments to 27-28 outcomes	1 July 2026
Quarterly Reporting to SWDC (incl baseline metrics)	Quarterly from 1 December 2025 onwards
6 weekly meetings with Oversight / Governance Group	6 weekly from 1 December 2025
Quarterly Club Forums in each ward	Quarterly

Delivery locations

We anticipate the applicant will need to deliver for these communities:

Location	What is being delivered here?
South Wairarapa district sports clubs and recreational groups/rōpu operating in respective sports grounds; including	Activities across a number of codes supporting accessible and inclusive sports and recreation participation. Clubs and groups/rōpu have access to building capability and capacity to deliver effective grass roots programmes.

Location	What is being delivered here?
Clubs, groups and activities taking place in Featherston	
Clubs, groups and activities taking place in Greytown	
Clubs, groups and activities taking place in Martinborough	
Clubs, groups and activities taking place in rural / coastal communities	
Activities taking places at South Wairarapa schools and colleges	

3. Our Evaluation Approach

Simple score, price not weighted: SWDC Scoring Matrix

The evaluation model is a simple score. Price is not a weighted criterion – but must not exceed the total value of the contract. Applicants that are capable of full delivery on time will be ranked based on an overall assessment of best value-for-money over the whole life of the Grant Contract.

Overall assessment:

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

A scoring matrix will be utilised to support the assessment of individuals and/or organisations expressing their interest in being the Service Provider - South Wairarapa Sports and Recreation Shared Services.

Our thematic priorities for assessment that align with one or more of the deliverables on pages 8 and 9 are:

- Governance, Compliance and Capability
- Sports and Recreation Management
- Funding and Sponsorships Experience
- Communication and Engagement Experience

It is important that you meet or can prove you will meet our pre-conditions, you can include supporting documents as evidence. As part of the EOI process, SWDC will contact you and ask questions as necessary on the pre-conditions to ensure they are met.

Evaluation criteria

We will evaluate Applicants on the following criteria and weightings below.

Proposed Delivery Criteria	Weighting
Capability of the Applicant to deliver Governance and Compliance	18.75%
Capability of the Applicant to deliver Sport and Recreation Management	18.75%
Capacity of the Applicant to deliver fundraising and sponsorship strategies	18.75%
Capacity of the Applicant to deliver bespoke communications and engagement with local clubs, and recreation groups in the South Wairarapa	18.75%
Proposed Delivery criteria total	75%
Community Criteria	Weighting
Your location (proposed base of operations)	6.25%
The audience you will support and deliver outcomes for	6.25%
Your overall ability to deliver the suggested outcomes (proven experience/examples)	6.25%
Commitment to Te Titiriti O Waitangi through Kaupapa tuku iho	6.25%
Community criteria total	25%
Total weightings	100%

Scoring

Criteria Scoring:

For the Proposed Delivery Criteria, submissions will be evaluated using the below scoring 0-5 table.

Evaluation model

Rating	Definition	Score
Excellent	Applicant demonstrates exceptional ability, understanding, experience and skills. The Application identifies factors that will offer potential added value, with supporting evidence.	5
Good	Applicant demonstrates above average ability, understanding, experience and skills. The Application identifies minor additional benefits, with supporting evidence.	4
Acceptable	Applicant demonstrates the ability to meet the criteria, with supporting evidence.	3

Minor reservations	Satisfies only a minimum of the criteria but not all. Reservations about the Applicant to adequately meet the criteria. Little supporting evidence.	2
Serious reservations	Extremely limited or no supporting evidence to meet the criteria. Minimum effort made to meet the criteria.	1
Unacceptable	Does not comply or meet the criteria at all. Insufficient information to demonstrate the criteria.	0

To meet the needs addressed by our communities, the Community Criteria seeks alignment with what is important to us on page 4. These will also be scored on a 0-5 basis, with details of the scale for each criteria shown below:

- Your location (proposed base of operations)
- The audience you will support and deliver outcomes for
- Your overall ability to deliver the suggested outcomes
- and your commitment to Te Titiriti O Waitangi through Kaupapa tuku iho

Examples of these values may include:

- Whanaungatanga: Building and maintaining relationships.
- Manaakitanga: Sharing, hosting and being generous.
- Aroha: Love and respect.
- Mana: Power, dignity and respect.

Locale:

0	Overseas
1	New Zealand
2	North Island
3	Greater Wellington Region/Tararua
4	Masterton and Carterton
5	South Wairarapa District

Audience:

0	Undefined
1	One age group or one ethnicity
2	More than one age group, more than one ethnicity
3	Multiple age groups, multiple ethnicities
4	Priority communities (accessible, female, Māori)
5	Multiple age groups, ethnicities and priority communities

Ability (proven/examples of delivery):

0	No confidence in ability to deliver
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1	Unlikely to deliver
2	Likely to deliver a component of project with additional support
3	Highly like to deliver a component of project
4	Confident will deliver multiple components
5	Confident will deliver multiple components, value for money

Kaupapa Māori:

0	No Kaupapa Māori value considerations
1	No Kaupapa Māori value considerations but open to incorporating
2	Limited Kaupapa tuku iho
3	Is collaborating with someone who can share Kaupapa tuku iho
4	Does have Kaupapa tuku iho as an organisation
5	Kaupapa Māori values are clearly interwoven in organisation and work

4. Definitions

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

Service Provider	The purpose of many funding arrangements is to deliver a service, the Service Provider will apply as an applicant to deliver the Requirements set in the EOI
Business Day	Any weekday 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.
Funder	The government agency (SWDC) that has issued the EOI with the intent of funding an organisation and/or individual proposing to deliver the services described in the Requirements.
Competitors	Any other business that is in competition with a Applicant either in relation to the goods or services sought under the EOI or in general.
Confidential Information	Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the EOI process, where that information: <ul style="list-style-type: none"> a) is by its nature confidential b) is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or c) the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.

	However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.
Conflict of Interest	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Applicant or any of its personnel do, could, or could be perceived to:</p> <ul style="list-style-type: none"> a) conflict with the Applicant's obligations to the Funder under the EOI or in the provision of the goods or services, and/or b) call into question the independence, objectivity or impartiality of any person involved in the EOI process on behalf of the Funder. <p>A Conflict of Interest may be:</p> <ul style="list-style-type: none"> c) actual: where the conflict currently exists d) potential: where the conflict is about to happen or could happen, or e) perceived: where other people may reasonably think that a person is compromised.
Grant Contract	Any written Grant Contract entered into by the Funder and a Successful Applicant for the delivery of the Requirements.
Contract Award Notice	A notice which a Funder will publish online.
Deadline for Answers	The deadline for the Funder to respond to questions submitted by a Applicant stated in Section 1.2 of the EOI.
Deadline for Applications	The deadline for delivering or submitting Applications to the Funder as stated in Section 1 of the EOI.
Deadline for Questions	The deadline for submitting questions to the Funder as stated in Section 1 of the EOI.
Evaluation Approach	The approach used by the Funder to evaluate Applications as described in Section 3 of the EOI.
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.
Local Supplier	Generally defined as a business that is physically located or established within a specific region or community, providing goods or services to that area.
Point of Contact	The Funder and each Applicant are required to appoint a Point of Contact. This is the channel to be used for all communications during the EOI process. The Funder's Point of

	Contact is identified in Section 1 of the EOI. The Applicant's Point of Contact is identified in its Application.
Expression of Interest	A formal request by a Funder asking potential Applicants to register their interest in procurement.
Call for Applications (EOI)	The EOI comprises the Call for Applications of Interest, the EOI document (including the EOI-Terms) and any other schedule, appendix or document attached to the EOI, and any subsequent information provided by the Funder to Applicants through the Funder's Point of Contact.
Requirements	The Funder's requirements for goods and/or services as described in Section 2 of the EOI
Applicant	A person, company or organisation that submits a Application in response to the EOI. The term Applicant includes each member of any consortium.
EOI Response Form	The form and declaration prescribed by the Funder and used by a Applicant to respond to the EOI, duly completed and submitted by a Applicant as part of the Application.
EOI Terms	Means the EOI Terms as set out in Section 4 of the EOI, together with any additions or amendments to those EOI Terms specifically identified in Section 1 of the EOI.
Successful Applicant	Following the evaluation of Applications and successful negotiations, any Applicant who is awarded a Contract to deliver all or part of the Requirements.

5.EOI Terms

Preparing and submitting the Registration

5.1. Preparing an application

- a) The applicant must:
 - i. read the complete EOI and any additional information provided and referred to by the Funder
 - ii. apply using the application form provided and include all information the Funder requests
 - iii. consider the risks and contingencies relating to the delivery of the EOI requirements and outline how it will manage those risks and contingencies
 - iv. include any assumptions, dependencies and/or qualifications in the application, including anything that may limit its obligations or increase its quoted pricing or cost estimates
 - v. Advise if it is GST registered, and if so quote prices in NZ\$, exclusive of GST (if not registered, quote in NZ\$, inclusive of GST).
 - vi. (If necessary) obtain independent advice before applying
 - vii. make sure the application is correct, and the application pricing is sustainable, e.g. covers the whole life of the grant contract, not just the initial term
- b) By applying, completing the application form and signing the declaration, the applicant accepts the EOI Terms.

5.2. Applicant questions

- a) The applicant must make sure they understand the EOI.
- b) If the applicant has any questions or needs clarification, they:
 - i. must submit questions before the Deadline for Questions (Section 1 of the EOI)
 - ii. must clearly indicate any commercially sensitive information in their questions
 - iii. may withdraw their questions at any time.
- c) When the funder receives questions before the Deadline for Questions
 - i. The funder will respond on or before the Deadline for Answers.
 - ii. The funder may provide details of both the questions and the answers to other applicants. In these circumstances the funder will summarise the questions and will not disclose the applicant's identity.
 - iii. Unless stated otherwise in the EOI, the funder will post both the questions and answers by email to the contact.
 - iv. The funder will not publish the applicant's commercially sensitive information. However, if the funder considers the information to be significant for all applicants, the funder may modify the question and publish both this and the answer. In that case the funder will first give the applicant the opportunity to withdraw the question or remove any of their own commercially sensitive information.

5.3. Submitting an application

- a) The applicant must ensure the funder receives the application at the correct address on or before the deadline for applications.
- b) After the deadline, the funder will acknowledge receipt of the application.
- c) The applicant must ensure that all information they provide to the funder:

- 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; and
 - iv. is identical, if they supply both hard and soft copy Applications.
- d) The Funder may rely on the Registration and all information provided by the applicant during the EOI process (e.g. correspondence and negotiates).

Assessing Applications

5.4. Evaluation panel

The Funder will nominate a panel to consider the applications. The funder may have different panel members for considering different aspects of the application. The funder may include independent advisors as panel members to consider some or all aspects of the application. Following internal scoring, a recommendation will be put to Councillors for decision and award of contract.

5.5. Third party information

- a) The Funder may request information from a third party where the Funder considers the information may be relevant to the EOI process, excluding commercially sensitive information about pricing or contract terms.
- b) If this occurs, the Applicant:
- i. authorises the Funder 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 Funder
 - ii. agrees the Funder may use that information in its evaluation of the Application
 - iii. must ensure that all referees listed in the Application agree to provide a reference.

5.6. Clarification of application

- a) The funder may ask the applicant for more information or clarification on the application at any time during the EOI process, as well as additional information about any aspect of its EOI.
- b) The Funder need not ask all applicants for the same clarification.
- c) The Applicant agrees to provide the information or clarification as soon as possible, in the format requested by the Funder.
- d) If the applicant does not provide adequate information or clarification within a reasonable time (as determined by the Funder), the Funder may remove the application from its evaluation process.

5.7. Evaluation Process

- a) The Funder will base its evaluation on the proposals submitted in response to the EOI. The Funder may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 5.5 and 5.6 and any referee checks.
- b) The Funder will initially evaluate the Application based on the Applicant's submitted EOI Response Form. This will be done in two stages, with individual scoring, followed by a panel review.
- c) The Funder may adjust its evaluation after considering additional information or clarification, as described in Sections 5.5 and 5.6 above. Following internal scoring, a recommendation will be put to Councillors for decision and award of contract.

5.8. Notification of grant outcome

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

- a) will let all unsuccessful Applicants know the name of the Successful Applicants, if any;
- b) may make public the name and address of the Successful Applicants (if any) and any unsuccessful Applicants;
- c) will publish a Grant Contract Award Notice on swdc.govt.nz, SWDC social media page or in local newspapers where applicable, available to view by the public. The Applicant may request that the Funder withhold its address from the Grant Contract Award Notice for privacy reasons. The Funder may withhold the Applicant's address from the Grant Contract Award Notice in a manner consistent with the Privacy Act 2020.

5.9. Issues and complaints

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

Standard EOI conditions

5.10. Funder's Point of Contact

- a) The Applicant must direct all EOI enquiries to the Funder's Point of Contact in Section 1 of the EOI.
- b) The Applicant must not approach any other employee or other representative of the Funder, directly or indirectly, for information on any aspect of the EOI.
- c) Only the Point of Contact, or a person authorised by the Funder, may communicate with the Applicant on any aspect of the EOI. The Funder will not be bound by any statement made by any other person.
- d) The Funder may change its Point of Contact at any time. The Funder will notify the Applicant of any change by email.
- e) If the Applicant has an existing contract with the Funder, the Applicant must not use its business-as-usual communications to contact the Funder regarding the EOI.

5.11. Conflict of Interest

- a) The Applicant must complete the conflict of interest declaration in the EOI application form. If a joint Application is being submitted, each party must complete the conflict of interest declaration separately.
- b) If a conflict of interest arises during the EOI process, the Applicant must inform the Funder immediately.
- c) The Funder may exclude an Applicant from the EOI process if a material Conflict of Interest arises.

5.12. Ethics

- a) The Applicant must not attempt to influence, reward or benefit any representative of the Funder, nor offer any form of personal inducement, in relation to the EOI or the EOI process.
- b) The Funder may exclude the Applicant from the EOI process for a breach of paragraph 5.15a.

- c) To maintain a fair and ethical EOI process, the Funder may require additional declarations or other evidence from the Applicant, or any other person, at any time.

5.13. Anti-collusion and bid rigging

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

5.14. Confidential Information

- a) Without limiting any other confidentiality agreement between them, the Funder and the Applicant will both take reasonable steps to protect the other party's Confidential Information.
- b) Except as permitted by the other provisions of this Section 5.14, 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 EOI process on that party's behalf, but only for the purpose of participating in the EOI. 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 EOI process
- d) The Applicant acknowledges that the Funder'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 Funder receives an OIA request that relates to a Applicant's Confidential Information, the Funder will consult with the Applicant and may ask the Applicant to explain why the information is considered by the Applicant to be confidential or commercially sensitive.
- e) The Applicant may disclose the Funder'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 Applicant or any related entity are currently listed. Unless prohibited by law, the Applicant must consult with the Funder before making such a disclosure.
- f) The Funder 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.

5.15. Costs of participating in the EOI process

- a) Except as otherwise stated in the EOI, the Applicant must meet their own costs associated with the preconditions, preparation, presentation and negotiation of the application.

5.16. Limited rights and obligations

- a) Except as stated otherwise in this Section 4.18, nothing in the EOI, these EOI Terms or the EOI process creates a contract or any other legal relationship between the Funder and Applicant, unless and until they enter into a Grant Contract.
- b) The following are binding on the Applicant:
 - i. The Applicant's signed declaration (contained in the EOI Application Form).

- ii. The Applicant's obligations under paragraphs 4.3c and 4.3d. Nothing in this Section 5.16 takes away from any rights or remedies the Funder may have in relation to the Applicant's statements, representations or warranties in the Application or in correspondence or negotiations with the Funder.
 - iii. The standard EOI conditions in Sections 5.10 to 5.21.
- a) Section 5.14 are binding on the Funder.
 - b) All terms and other obligations that are binding on the Funder.

5.17. Exclusion from the EOI process

- a) The Funder may exclude the Applicant from the EOI process if the Applicant:
 - i. has not provided requested information in the correct format
 - ii. has breached the EOI-Terms and the Funder 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 Application
 - iv. is in bankruptcy, receivership or liquidation
 - iv. 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
 - v. represents a threat to national security or to confidentiality of government information, and/or
 - vi. is a person or organisation designated as a terrorist by New Zealand Police.
- b) The Funder may exclude the Applicant from the EOI process if:
 - i. there was a serious performance issue in a previous, or current, contract delivered by the Applicant
 - ii. the Funder considers the integrity of the Applicant is in doubt due to the Applicant's professional misconduct or an act, and/or
 - iii. the Funder becomes aware of any other matter that materially diminishes the Funder's trust in the Applicant.

5.18. Funder's additional rights

- a) Changes to the EOI
 - i. The Funder may amend, suspend, cancel or re-issue the EOI, or any part of it, so long as it notifies the Applicant.
 - ii. The Funder may change material aspects of the EOI, such as the timeline, Requirements or Evaluation Approach, provided it gives the Applicant time to respond to update its Application in relation to the changes.
- b) Timeline
 - i. The Funder may accept a late Application if it is the Funder's fault it is late, or if the Funder considers there is no material prejudice to other Applicants in accepting a late Application.
 - ii. The Funder may answer a question submitted after the Deadline for Questions and notify all Applicants about the submission of the question and the answer.
- c) The Application
 - i. The Funder may accept or reject any Application, or part of a Application. This includes any noncompliant, non-conforming or alternative Application.

- ii. The Funder may decide not to accept the lowest price conforming Application, unless stated otherwise in the Evaluation Approach.

d) EOI Process

- i. The Funder may liaise or negotiate with any Applicant without informing, or doing the same, with any other Applicant.
- ii. The Funder may provide Applicants with information arising from questions about the EOI.
- iii. The Funder may withhold information arising from questions about the EOI. 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 Funder may waive requirements or irregularities around the EOI process if the Funder considers it appropriate or reasonable to do so.
- v. The Funder may decide not to shortlist any Applicant.

e) Consortia and unbundling

The Funder may make its selection conditional on the Applicant agreeing to:

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

5.19. New Zealand law

- a) The laws of New Zealand govern the EOI. Each Applicant agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the EOI or the EOI process. The Applicant agrees that it cannot bring any claim in relation to the EOI except in a New Zealand court.
- b) The parties acknowledge that this Agreement is entered into in accordance with the laws and regulations in effect as of the Effective Date. Should any applicable law or regulation directive be enacted, amended, or repealed after the Effective Date, and such change materially affects the obligations or rights of either party under this Agreement.
- c) The parties agree to amend the Agreement as necessary to ensure compliance with the most current legal requirements. Any such amendment shall be made in good faith and with the intent to preserve the original intent and balance of the Agreement to the extent possible.

5.20. Disclaimer

- a) Nothing contained or implied in the EOI, or EOI process, or any other communication by the Funder to the Applicant is to be construed as legal, financial or other advice.
- b) The Funder will endeavour to provide accurate information in any communication, but the Applicant accepts this information is not independently verified and may not be up-to-date.
- c) The Funder 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 Applicant or any other person in respect of the EOI process, whether as a result of the Funder exercising its rights under Section 4.20 the Funder's negligence or breach of these EOI Terms, the Funder failing to select the Applicant as the Successful Applicant, or any other cause.
- d) To the extent that liability cannot be excluded, the maximum aggregate liability of the Funder, its agents and advisors in connection with the EOI process, to all Applicants 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 Funder prior to the release of the EOI.

- e) The limitations and exclusions in paragraphs c and above do not apply to any liability the Funder may have for breach of confidentiality or infringement of the Applicant's intellectual property rights.

5.21. Precedence

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