

Call for Registrations of Interest (ROI)

by: Waikato-Tainui

for: Architectural Services to Hopuhopu Innovation Hub Sports Pavilion Project

ROI released: 9th December 2021

Deadline for Questions: 4 pm 20th December 2021

Deadline for Registrations: 4pm 14th January 2022

1. The Opportunity

1.1 About Us

Waikato-Tainui

Waikato-Tainui is the operational entity which manages tribal affairs for its 81,680 members. The governance structure is led by two representatives of each marae, which act as its parliament and is known as Te Whakakitenga o Waikato. This organisation appoints an executive committee known as Te Arataura which oversees the operational functions of the organisation.

Waikato-Tainui oversee the operational functions that strive to meet the social and cultural needs of the diverse membership. This is reflected in a robust work programme which is reviewed annually. We also oversee and implement the 2008 Waikato River Settlement and related statutory and regulatory reform. We lead and monitor our outstanding Treaty claims.

Our settlement has enabled the building of a solid financial foundation. The long-term vision for our people is captured in Whakatupuranga 2050. Our success will be measured against fluency in te reo Maaori, strength in tikanga, better health outcomes, and members who are well-educated, financially secure, environmentally conscious, and socially sound. All of this will be underpinned by a strong commitment to Kiingitanga,

In the changing global environment, the world our future generations live in will be significantly different to ours. So, our approach for moving forward is one that embraces change and focuses on supporting our marae and tribal members by optimising our resources, and leveraging our relationships.

Waikato-Tainui also has an important advocacy role to play. It ensures that the various Crown commitments are actively maintained in a way that accurately reflects the intent of our settlement legislation. We engage directly with local, regional, and central government on matters that impact our people.

Our Vision

We continue to use the wisdom of Kiingi Taawhiao in determining our future. Just like our tuupuna before us we were, and continue to be voyagers and pioneers. We too are on a journey that requires the best of ourselves to create the best future possible for our generations to come.

Maaku anoo e hanga tooku nei whare

Ko ngaa pou oo roto he maahoe, he patatee

Ko te taahuhu, he hiinau

Me whakatupu ki te hua o te rengarenga

Me whakapakari ki te hua o te kawariki.

I shall fashion my own house

The support posts shall be of maahoe, patatee

The ridgepole of hiinau

The inhabitants shall be raised on rengarenga

Nurtured on kawariki.

We want to be an iwi that is strong in te reo Maaori and tikanga, and an iwi that aspires to the heights of excellence and leadership, and are educated and trained to enable their true potential. An iwi that grows its hard-won estate and cares for its natural resources. An iwi with marae that are self-sufficient and people who are socially and economically successful.

Our Mission

Te Whakakitenga o Waikato Inc manages the collective assets of the iwi, Waikato-Tainui. Our aim is to grow a prosperous, healthy, vibrant, innovative, and culturally strong iwi to enable mana motuhake. This is achieved through a range of initiatives directed to improving tribal outcomes in the following areas: commitment to the Kiingitanga, tikanga and te reo; education and training; employment; tribal preservation; marae development; health and well-being; and environmental and resource management. Building the capacity of our people and growing the prosperity of our whaanau remains the driving force behind our efforts.

Kia tupu, kia hua, kia puaawai – To grow, prosper and sustain.

Ngaa Tikanga O Te Kiingitanga

We hold fast to the principles of the Kiingitanga. These principles being Whakaiti – Humility, Whakapono – Trust and Faith, Aroha – Love and Respect, Rangimaarie – Peace and Calm, Manaakitanga – Caring, Kotahitanga – Unity, and Mahi tahi – Collaboration.

Ngaa Tikanga Pou is an illustration of the Kiingitanga principles. It was designed by Korotangi Paki, son of Kiingi Tuheitia Paki.

Whakatupuranga 2050

Whakatupuranga Waikato-Tainui 2050 is the blueprint for cultural, social, and economic advancement for Waikato-Tainui people. It is a long-term development approach to building the capacity of Waikato-Tainui Marae, hapuu, and iwi. Whakatupuranga 2050 will be our legacy for those who come after us.

1.2 About the Project

Whakatupuranga 2050, identifies the establishment of Hopuhopu as the tribe's administrative, social, recreational, and tribal knowledge 'hub'.

The vision for the Hopuhopu Innovation Hub (HIH) development is for an integrated and holistic approach to achieving the social, economic, environmental, and cultural aspirations of Waikato-Tainui. The strategy is to deliver a unique, vibrant, interconnected, living, working, and learning community inspiring unity, collaboration, and innovation.

The Project Design Principles (Key Design Objectives) are as follows:

1. **Waikato-Tainui Niho Taniwha - Connecting People, Culture & Place**
 - A place that speaks uniquely of Waikato-Tainui
 - A place that connects Waikato-Tainui to each other, to the community and out to the world
 - A place that connects our past, present, and future
2. **Celebrating the Whenua**
 - Supporting strong connectivity between people, land, and awa
 - Restoring and healing the land and its ecology
 - Communicating Waikato-Tainui's role as kaitiaki

3. *Welcoming you Home*

- An environment that is welcoming and unified
- An environment for people - where everyone can feel at home
- An environment that is accessible and safe, approachable, and easy to navigate

4. *Nurturing a Resilient Community*

- Promoting diversity and supporting agility across precinct activities and experiences
- Creating access to a range of learning, working, and living opportunities and resources
- Designing for future growth and long-term sustainability through flexible planning and design (each stage of the development to support a 'complete community' that can grow over time)

In September 2020 a Site Options Summary document was prepared that identified the key design objectives and principles, together with three high-level concept options for the development which identified key infrastructure components plus the primary cultural, commercial, recreation, and housing facilities. These facilities include:

- Sports Pavilion
- Iwi Administration
- Social and community housing
- Whare Taonga
- Nursery and eco education
- Business incubators

In March 2021 a HIH Direction Planning Overview (Master Plan) was completed.

1.3 This ROI

This Call for Registration of Interest (ROI) is an invitation to submit a Registration of Interest for Architectural Services relating to the design of the Hopuhopu Sports Pavilion.

The Sports Pavilion Project

The Sports Pavilion will be the first of a number of key facilities identified in the HIH Master Plan to be built at Hopuhopu.

The following key success factors have been identified for the Sports Pavilion project:

- Connecting people to a diverse range of activities, events, and experiences - sports/culture/community/business/whaanau focused - supporting sport and activity for our tamariki
- Developed with a multipurpose focus - enabling flexibility/agility to respond to demand and change, hosting events at different scales
- Current and future provision for a range of sporting and recreational activities
- Enabling Tainui-tanga - uniquely welcoming hospitality, uniquely Waikato

A concept plan of the proposed Sports Pavilion is enclosed in Appendix A. The plan is appended to provide an appreciation of the scope of the project.

Scope Of Architect's Services

Initially the selected architect will complete a concept design for the Sports Pavilion. This concept

design will form part of a submission to Te Arataura early in 2022. Following approval of the concept design and project budget, the architect will then undertake the remaining design stages and construction observation.

Next Step – Invitation to submit an Offer of Service

This ROI is the first step in a multi-step procurement process. After evaluation of ROI submissions, only shortlisted Respondent/s will be invited to submit an Offer of Service. The invitation to submit an Offer of Service will contain more details relating to specific project requirements and timeframes, together with contract terms and conditions.

2. Key Information

2.1 Our Requirements & What's Important

Waikato-Tainui is looking for architectural design services from organisations with the skills, knowledge, and expertise to undertake architectural services on this project in a Waikato-Tainui or Maaori context.

To be considered for these services you must be able to demonstrate Waikato-Tainui tribal affiliation, either within your organisation, or as a joint submission with a Waikato-Tainui tribally-affiliated business. See 2.6 Pre-conditions.

2.2 What we Don't Require

At this point in time, we are not seeking submissions for consultant disciplines other than architectural services. A separate procurement process will be undertaken for all other consultants required for the delivery of this project.

2.3 Our Timeline

Here is our timeline for this ROI:

- ROI issued: 9th December 2021
- Deadline for Questions from Respondents: 20th December 2021
- Deadline for Registrations: 4pm 14th January 2022
- Shortlisted Respondents will be notified by: 27th January 2022
- Shortlisted Respondents will be invited to submit an Offer of Service: Week starting 4th February 2022
- Contract start date: 18th February 2022
- Concept design: Week starting 18th March 2022

2.4 How to Contact Us

Contact us through our Point of Contact via email.

Our Point of Contact:

Name: Trina Pohatu-McQueen

Title/role: Whanake (Economic Development) Manager at Waikato-Tainui

Email: trina.pohatu-mcqueen@tainui.co.nz

Phone: +64 7 858-0430

07 858 0430 • 0800 TAINUI • reception@tainui.com • waikatotainui.com

4 te ara o Bryce, Pouaka Taapeta 648, Kirikiriroa 3204, Aotearoa

2.5 Preparing and Submitting your Registration

Take time to read and understand this ROI. In particular:

- a. understand the information required to be provided with your registration. This is in Section 3 of this document, and must include the following:
 - i. contact details;
 - ii. all of the requested information, in the same order, and using the same headings, in Section 3 of this document;
 - iii. demonstrated compliance with the Pre-conditions outlined below; and
 - iv. completed and signed declaration;
- b. understand how your Registration will be evaluated. See our Evaluation Approach in Section 4 of this document;
- c. submit your registration electronically as a PDF file, formatted to A4 size;
- d. check you have provided all the necessary information in the correct format and order;
- e. submit your Registration before the Deadline for Registrations.

If you have any questions, contact our Point of Contact before the Deadline for Questions (see 2.04 above).

2.6 Pre-conditions

To be considered for these services you must be able to demonstrate an ability to comply with the following Pre-conditions:

- Your Registration must include a Waikato-Tainui tribal affiliated member business, or demonstrate Waikato-Tainui affiliations within your proposed team. You may submit a joint response with a Waikato-Tainui tribal member company to fulfil this requirement.
- Insurances – confirm and advise the insurance your business carries for:
 - i. Professional Indemnity; and
 - ii. Public Liability.

If you cannot demonstrate an ability to comply with all these Pre-conditions, your Registration will not meet the basic Requirements and will be declined. Make sure you are able to verify that you can meet these pre-conditions.

However, we do not want the insurance pre-condition to act as a barrier to your application if you are otherwise qualified to apply. If you are concerned about your ability to comply with the insurance pre-condition, please contact our Point of Contact before the Deadline for Questions (see 2.04 above) to discuss further.

2.7 Address for Submitting your Registration

Submit your Registration by email to the following address:

- trina.pohatu-mcqueen@tainui.co.nz

We will not accept Registrations sent by post or hand-delivered due to current COVID-19 closures of our business offices.

2.8 Our ROI Process, Terms and Conditions

The ROI is subject to the ROI Process, Terms and Conditions described in Appendix C.

2.9 Changes to the ROI or ROI process

After publishing the ROI, if we need to change anything or provide additional information we will let all Respondents know by contacting Respondents by email (refer 2.10).

2.10 Intent to Submit

Your intent to submit a Registration should be confirmed via email to Waikato-Tainui's Point of Contact identified in 2.4, providing your name, company name, email address, and mobile phone number for the point of contact within your organisation. This will allow you to receive any updates or notices relating to the ROI (refer 2.9). Your intent to submit should be received no later than the Deadline for Questions (see 2.4 above).

3. Information to be Provided

Your Registration should include all the information requested in this section, in the same order, and using the same main headings.

3.1 Whakapapa Cultural Heritage

Connectedness

The following are our vision, mission, and values of our organisation that uphold our cultural identity and direct our pathway to serve our tribal members and marae to achieve Te Whakatupuranga 2050. Provide an overview on how you might connect culturally to the following (reference to **Background** section 1.2):

- “Maaku anoo e hanga tooku nei whare”. (Naa Kiingi Taawhiao). How might your company connect to this saying?
- “Kia Tupu, Kia Hua, Kia Puuaawai” – Mission. (Naa Te Puea). How might you connect to this saying?
- “Ngaa Uaratanga o te Kiingitanga” – Values. (Naa Te Wharetapu o Pootatau). How might you and your organisation connect to the values of the Kiingitanga?
- Demonstrate examples of cultural connectedness.

Whakapapa

- Ko wai koe? Who are you and how do you connect?
- How many tribal members are in your organisation, and/or your joint respondent's organisation?
- How many tribal members have been included in your proposed project team? Describe their involvement (refer also 3.4 Team).
- What do you know about Hopuhopu and the surrounding whenua (land)?

3.2 Company Profile

Provide a brief overview of your organisation. If you are submitting a joint response, you should provide details of all companies included in your submission. It should be clear which company is the lead or contracting company.

Provide the following information on your organisation:

- Type of organisation (e.g. trust, partnership, company, etc.);
- Trading name;
- Full legal name (if different);
- Physical address;
- Postal Address;
- Registered Office;
- NZBN number;
- Website; and
- Puna Paakihi registered: Yes/No.

3.3 Point of Contact

Provide the following contact details:

- Contact person (for this ROI);
- Position;
- Phone number (mobile preferred); and
- Email address.

3.4 Team

Provide details of your organisation's team, including an organisation chart, and a brief bio of key team members, their experience, qualifications, and details of iwi affiliations. Describe any relevant experience or skills that members of your team could bring to the Sports Pavilion project. You should include CVs of key team members as an appendix to your Registration. CV's should include information on whakapapa for Waikato-Tainui members.

3.5 Track Record

Describe what experience your organisation has in delivering architectural services required for the Sports Pavilion. Include examples of projects that may be similar in scale, complexity, or function. Where relevant, identify members of your team who were involved in these projects, and their role.

3.6 Social Outcomes

Provide information on how your organisation would promote broader social outcomes through your involvement with Waikato-Tainui on this project. This could include social, cultural, environmental, or educational outcomes that contribute towards Waikato-Tainui's long-term vision for our people, captured in Whakatupuranga 2050.

3.7 Health and Safety

Describe how your organisation manages health and safety, and provide details of the following:

- Whether you have a documented Health and Safety Policy. If yes, please attach a copy.
- Provide details of company and/or individual health and safety accreditations, e.g. Site Safe
- Describe your understanding of Safety in Design (SID), and provide three (3) examples of projects where you have facilitated or been involved in a SID process, your role in the SID process, and a brief description of how SID was applied on these projects.

3.8 Insurance

Confirm and advise insurance your business carries for:

- Professional Indemnity; and
- Public Liability

Insurance Certificates are to be appended to your Registration.

3.9 References

Provide the details of three referees, including their name, company, position, email, and mobile phone number.

Describe their relationship to your organisation, and relevance to this ROI.

4. Our Evaluation Approach

4.1 Pre-conditions

Each Registration must meet all of the following pre-conditions. Waikato-Tainui will not consider Registrations which fail to demonstrate an ability to meet these conditions.

#	Pre-conditions	Meets
1.	Waikato-Tainui tribal affiliation. This can be either within your organisation, or as a joint submission with a Waikato-Tainui tribally affiliated business.	[Yes/No]
2.	Professional indemnity insurance (see 3.8 Insurance)	[Yes/No]
3.	Public liability insurance (see 3.8 Insurance)	[Yes/No]

4.2 Evaluation Process

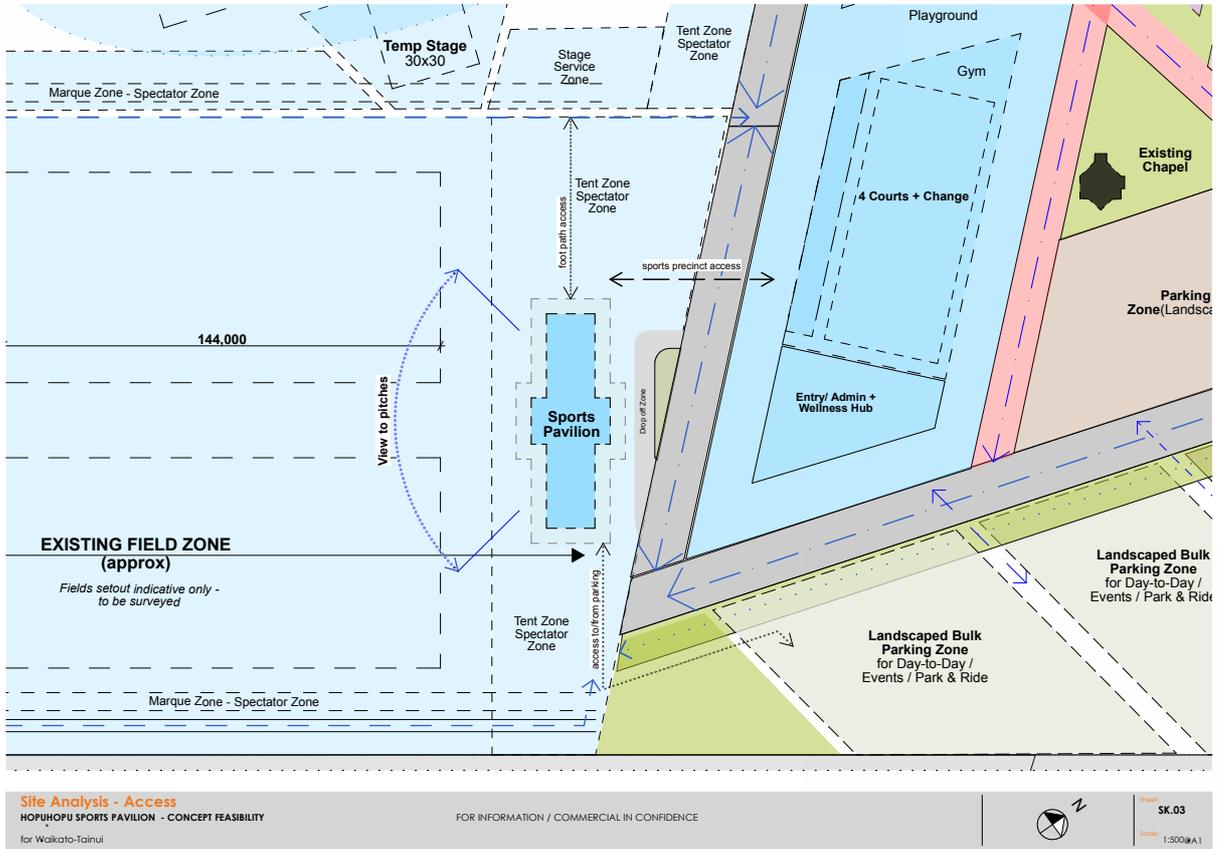
Registrations that demonstrate an ability to meet the required pre-conditions will be evaluated by an evaluation panel determined by Waikato-Tainui. Registrations are scored according to the evaluation criteria weightings (see 4.3 Evaluation Criteria below).

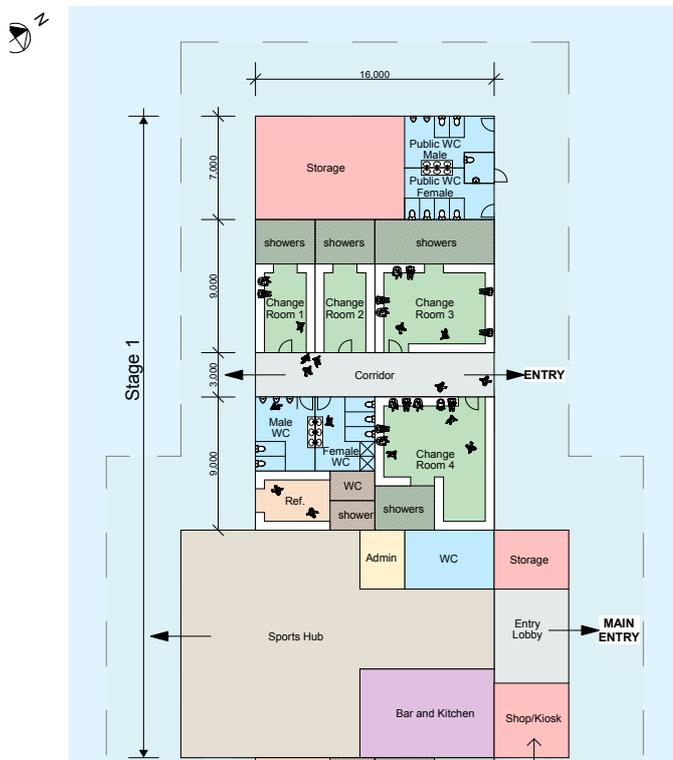
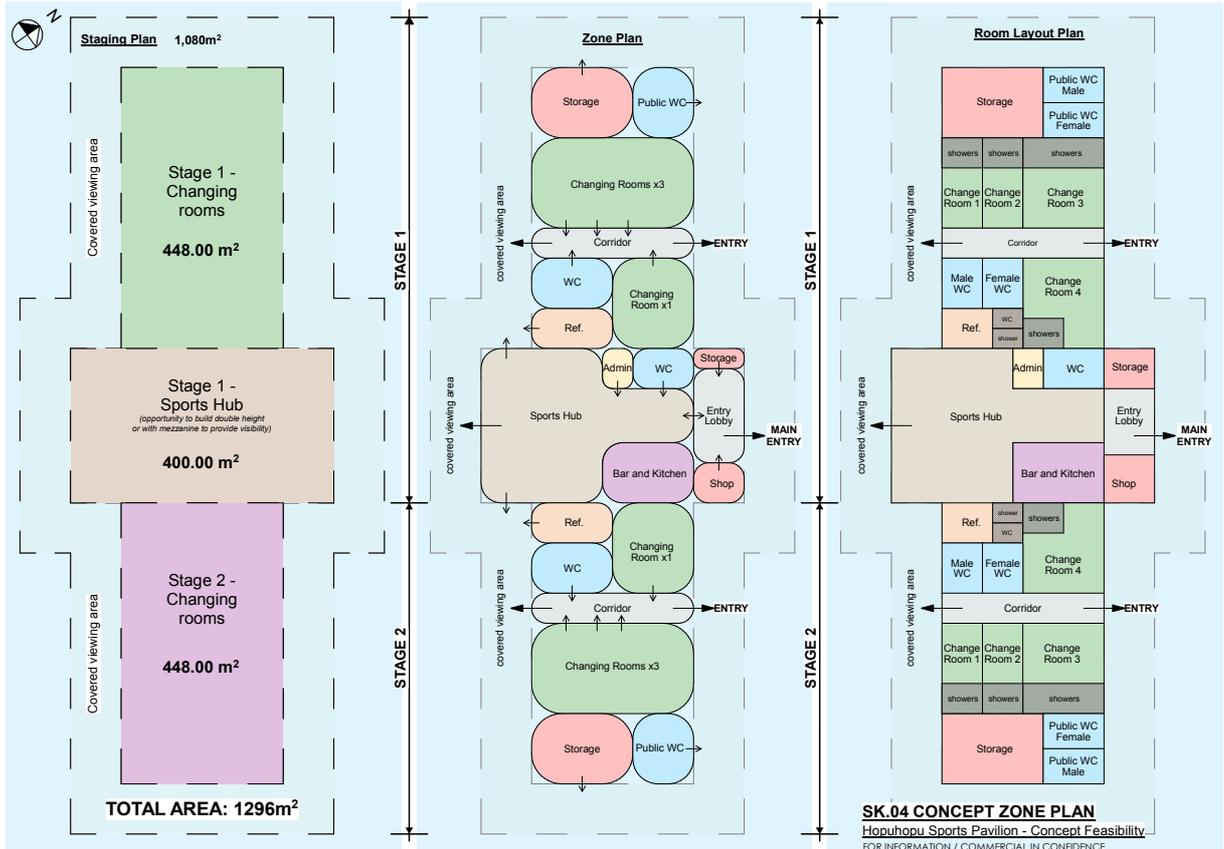
4.3 Evaluation Criteria

Registrations will be evaluated according to the following criteria and weightings. Each criteria relates to the information requested in section 3.0 Information to be Provided.

#	Criteria	Weighting
1.	Whakapapa / cultural heritage	25%
2.	Social outcomes – eg social, cultural, environmental, educational outcomes	25%
3.	Capability of the proposed team members, their experience and suitability for this project	20%
4.	Organisation – based on company profile information	10%
5.	Track record of providing similar architectural services	10%
6.	Health & Safety	10%
7.	Insurances – a pass/fail item, noting that non-compliant companies that provide evidence from their insurers that they will be able to comply if selected, will be considered to be compliant for the purpose of this ROI evaluation	n/a
8.	Referees – only shortlisted Respondent's referees will be contacted. It is not a scored evaluation criteria.	n/a
	Total	100%

Appendix A – Sports Pavilion Concept Plans





CONCEPT LAYOUT (Stage 1)
HOPUHOPU SPORTS PAVILION - CONCEPT FEASIBILITY
for Waikato-Tainui

FOR INFORMATION / COMMERCIAL IN CONFIDENCE

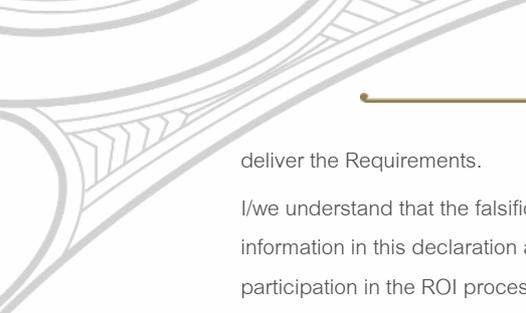
Sheet
SK.05
1:200, 1:100@A1

Appendix B – Declaration

Respondent's Declaration		
Topic	Declaration	Respondent's Declaration
ROI Process, Terms and Conditions:	I/we have read and fully understand this ROI, including the ROI Process, Terms and Conditions (shortened to ROI-Terms detailed in Section 4). I/we confirm that the Respondent/s agree to comply with them.	[agree/disagree]
Collection of further information:	The Respondent/s authorises Waikato-Tainui to: <ol style="list-style-type: none"> collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client check tribally-affiliated team members against the Waikato-Tainui tribal register use such information in the evaluation of this Registration. The Respondent/s agrees that all such information will be confidential to Waikato-Tainui.	[agree/disagree]
Requirements:	I/we have read and fully understand the nature and extent of Waikato-Tainui's Requirements as described in this ROI. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements.	[agree/disagree]
Ethics:	By submitting this Registration the Respondent/s warrants that it: <ol style="list-style-type: none"> has not entered into any improper, illegal, collusive, or anti-competitive arrangements with any competitor has not directly or indirectly approached any representative of Waikato-Tainui (other than the Point of Contact) to lobby or solicit information in relation to the ROI has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of Waikato-Tainui. 	[agree/disagree]
Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Registration, or entering into a contract to deliver the Requirements. Where a Conflict of Interest arises during the procurement process the Respondent/s will report it immediately to Waikato-Tainui's Point of Contact.	[agree/disagree]
Details of conflict of interest:	[if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable']	[agree/disagree]

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

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



deliver the Requirements.

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

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

Signature:

Full name:

Title/position:

Name of organisation:

Date:

Appendix C – ROI Process, Terms and Conditions

Preparing and submitting a Registration

1. Preparing a Registration

a. Respondent obligations

The Respondent must:

- i. read the complete ROI and any additional information provided and referred to by Waikato-Tainui
- ii. include all information Waikato-Tainui requests
- iii. obtain independent advice before submitting a Registration (if necessary)
- iv. make sure the Registration is correct.

b. Process acceptance

By submitting a Registration, the Respondent accepts the ROI Terms and Conditions.

2. Respondent questions

a. The Respondent must make sure they understand the ROI.

b. If the Respondent has any questions or needs clarification, they:

- i. must submit questions before the Deadline for Questions (Section 1 of the ROI)
- ii. must clearly indicate any commercially sensitive information in their questions
- iii. may withdraw their questions at any time.

c. When Waikato-Tainui receives questions before the Deadline for Questions:

- i. Waikato-Tainui will respond on or before the Deadline for Answers.
- ii. Waikato-Tainui may provide details of both the questions and the answers to other Respondents. In these circumstances Waikato-Tainui will summarise the questions and will not disclose the Respondent's identity.
- iii. Unless stated otherwise in the ROI, Waikato-Tainui will respond to the questions via email.
- iv. Waikato-Tainui will not publish the Respondent's commercially sensitive information. However, if Waikato-Tainui considers the information to be significant for all Respondents, Waikato-Tainui may modify the question and publish both this and the answer. In that case Waikato-Tainui will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

3. Submitting a Registration

a. The Respondent must ensure Waikato-Tainui receives the Registration at the correct address on or before the Deadline for Registrations.

b. After the Deadline for Registrations, Waikato-Tainui will acknowledge receipt of the Registration.

c. The Respondent must ensure that all information they provide to Waikato-Tainui:

- 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

d. Waikato-Tainui may rely on the Registration and all information provided by the Respondent during the ROI process (e.g. correspondence and negotiations).

Assessing Registrations

4. Evaluation panel

Waikato-Tainui's panel will consider the Registration. Waikato-Tainui may have different panel members for considering different aspects of the Registration. Waikato-Tainui may include independent advisors as panel members to consider some or all aspects of the Registration.

5. Third party information

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

6. Clarification of Registration

- a. Waikato-Tainui may ask the Respondent for more information or clarification on the Registration at any time during the ROI process.
- b. Waikato-Tainui 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 Waikato-Tainui.
- d. If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by Waikato-Tainui), Waikato-Tainui may remove the Registration from its evaluation process.

7. Evaluation and shortlisting of Registration

- a. Waikato-Tainui will initially evaluate the Registration based on the Respondent's submitted ROI Response Form.
- b. Waikato-Tainui may adjust its evaluation after considering additional information or clarification, as described in Sections 5 and 6 above.
- c. If a Registration is shortlisted this does not mean that Waikato-Tainui has accepted an offer or made any commitment. There is no obligation for Waikato-Tainui to enter negotiations with, or award a contract to, any shortlisted Respondent.
- d. After the shortlisting of Respondents based on their Registrations, any further participation by a shortlisted Respondent in any subsequent stage of the procurement process that flows out of the ROI will be subject to the shortlisted Respondent accepting.
- e. If a Respondent is not shortlisted based on its Registration, Waikato-Tainui may exclude it from any further participation in any subsequent stage of the procurement process that flows out of the ROI.

8. Respondent debrief

- a. At the end of the ROI process, Waikato-Tainui 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 Waikato-Tainui's offer to accept a debrief.
- c. Waikato-Tainui 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 Registration was or was not shortlisted
 - ii. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Registration's relative strengths and weaknesses

- iv. explain, in general terms, the relative advantages of the shortlisted Registration(s), without necessarily identifying the relevant Respondents
- v. seek to address any concerns or questions from the Respondent
- vi. seek feedback from the Respondent on the ROI and ROI process.

9. Notification of outcome

During the 30 Business Days after the ROI process has been concluded, Waikato-Tainui:

- a. will let all unsuccessful Respondents know that they have not been successful
- b. may make public the name of the Successful Respondent/s (if any)

10. Issues and complaints

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

Standard ROI conditions

11. Waikato-Tainui's Point of Contact

- a. The Respondent must direct all ROI enquiries to Waikato-Tainui's Point of Contact in Section 2 of the ROI.
- b. The Respondent must not approach any other employee or other representative of Waikato-Tainui, directly or indirectly, for information on any aspect of the ROI.
- c. Only the Point of Contact, or a person authorised by Waikato-Tainui, may communicate with the Respondent on any aspect of the ROI. Waikato-Tainui will not be bound by any statement made by any other person.
- d. Waikato-Tainui may change its Point of Contact at any time. Waikato-Tainui will notify the Respondent of any change by email.
- e. If the Respondent has an existing contract with Waikato-Tainui, the Respondent must not use its business-as-usual communications to contact Waikato-Tainui regarding the ROI.

12. Conflict of Interest

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

13. Ethics

- a. The Respondent must not attempt to influence, reward, or benefit any representative of Waikato-Tainui, nor offer any form of personal inducement, in relation to the ROI or the ROI process.
- b. Waikato-Tainui may exclude the Respondent from the ROI process for a breach of paragraphs 11b, 11e, or 13a.
- c. To maintain a fair and ethical ROI process, Waikato-Tainui may require additional declarations or other evidence from the Respondent, or any other person, at any time.

14. Anti-collusion and bid rigging

- a. By submitting the Registration the Respondent warrants that:
 - i. the Registration has not been prepared in collusion with a competitor

- ii. it will not engage in deceptive or improper conduct during the ROI process.
- b. Waikato-Tainui may exclude the Respondent from the ROI process if a breach of these warranties occurs.
- c. Waikato-Tainui 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 Registration.

15. Confidential Information

- a. Without limiting any other confidentiality agreement between them, Waikato-Tainui 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 15, 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 ROI process on that party's behalf, but only for the purpose of participating in the ROI. 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 ROI process.
- d. The Respondent may disclose Waikato-Tainui'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 Waikato-Tainui before making such a disclosure.
- e. Waikato-Tainui 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.

16. Costs of participating in the ROI process

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

17. Ownership of documents

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

18. Limited rights and obligations

- a. Except as stated otherwise in this Section 18, nothing in the ROI, these ROI Terms or the ROI process creates a contract or any other legal relationship between Waikato-Tainui 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 ROI Response Form).
 - ii. The Respondent's obligations under paragraphs 3c and 3d. Nothing in this Section 18 takes away from any rights or remedies Waikato-Tainui may have in relation to the Respondent's statements, representations or warranties in the Registration or in correspondence or negotiations with Waikato-Tainui.
 - iii. The standard ROI conditions in Sections 11 to 23.
- c. Section 15 and 17 are binding on Waikato-Tainui.
- d. All terms and other obligations that are binding on Waikato-Tainui are subject to Waikato-Tainui's additional

rights in Section 20.

19. Waikato-Tainui's additional rights

- a. Changes to the ROI
 - i. Waikato-Tainui may amend, suspend, cancel or re-issue the ROI, or any part of it, so long as it notifies the Respondent.
 - ii. Waikato-Tainui may change material aspects of the ROI, such as the timeline, Requirements, or Evaluation Approach, provided it gives the Respondent time to respond to update its Registration in relation to the changes.
- b. Timeline
 - i. Waikato-Tainui may accept a late Registration if it is Waikato-Tainui's fault it is late, or if Waikato-Tainui considers there is no material prejudice to other Respondents in accepting a late Registration.
 - ii. Waikato-Tainui 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 Registration
 - i. Waikato-Tainui may accept or reject any Registration, or part of a Registration. This includes any non-compliant, non-conforming or alternative Registration.
- d. ROI Process
 - i. Waikato-Tainui may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.
 - ii. Waikato-Tainui may provide Respondents with information arising from questions about the ROI.
 - iii. Waikato-Tainui may withhold information arising from questions about the ROI. 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. Waikato-Tainui may waive requirements or irregularities around the ROI process if Waikato-Tainui considers it appropriate or reasonable to do so.
 - v. Waikato-Tainui may decide not to shortlist any Respondent.
- e. Consortia and unbundling

Waikato-Tainui may make its selection conditional on the Respondent agreeing to:

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

20. New Zealand law

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

21. Disclaimer

- a. Nothing contained or implied in the ROI, or ROI process, or any other communication by Waikato-Tainui to the Respondent is to be construed as legal, financial, or other advice.
- b. Waikato-Tainui 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. Waikato-Tainui 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 ROI process, whether as a result of Waikato-Tainui exercising its rights under Section 20, Waikato-Tainui 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 Waikato-Tainui, its agents and

advisors in connection with the ROI process, to all Respondents combined, is NZ\$5,000.

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

22. Precedence

- a. Any conflict or inconsistency in the ROI shall be resolved by giving precedence in the following descending order:
 - i. Section 2 of the ROI
 - ii. these ROI-Terms
 - iii. all other Sections of the ROI document
 - iv. any additional information or document provided by Waikato-Tainui to Respondents through Waikato-Tainui'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.