

23 December 2008



MINISTRY OF
SOCIAL DEVELOPMENT
Te Manatū Whakahiato Ora

**Information Technology
Request for Proposal
PROVISION OF TESTING SERVICES**

Reference Number: MSD_IT_RFP 231208

Issued 23 December 2008

**Closes at 12 Noon on 30 January 2009
New Zealand Daylight Savings Time**

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PART ONE

1. Purpose and Objectives

Purpose

The primary purpose of this RFP is to obtain Testing Services (“the Services”) to support the MSD Testing Teams. MSD wishes to contract up to five (5) Suppliers that can provide onsite Testing Services or outsourced Testing Services. The Services may be required for full-time or part-time assignments on a per project basis.

MSD wishes to invite Respondents to submit a legally binding Response confirming that Respondents are capable of working with the Ministry of Social Development (“MSD”) to provide the Services and to obtain information that will assist MSD to identify up to five (5) Suppliers for those Services.

This Request for Proposal (RFP) has been issued on behalf of the Chief Executive of the Ministry of Social Development.

Objectives

MSD’s goals in issuing this RFP include:

- Identifying and engaging up to five (5) Suppliers of the Services with high quality testing capabilities on either a full-time or part-time per project basis.
- A flexible and transparent commercial arrangement that enables MSD to take advantage of cost savings and ongoing measurable cost efficiencies.
- A mutually beneficial business relationship between MSD and the Supplier.

Respondents should note that in the interests of simplifying the RFP process, the format set out in section 7 of this document must be followed and response templates in the Appendices to this document *must* be completed without exception.

2. Background

Overview of Ministry of Social Development

The Ministry of Social Development, Te Manatu Whakahiato Ora, provides strategic social policy to the New Zealand Government and provides social services to more than one million New Zealanders including:

- a. Income support, employment services and NZ Superannuation through Work and Income;
- b. Care and protection of children and young people, Youth Justice coordination, adoption information and community organization funding through Child, Youth and Family Services;
- c. Student allowances and loans through StudyLink;
- d. Services to rural clients through Heartland Services;
- e. Leadership and coordination of services and programmes that support families through Family and Community Services.

MSD is also responsible for:

- Ministry of Youth Development
- Office of Disability Issues

- Office for Senior Citizens
- Office for the Community and Voluntary Sector
- Families Commission
- SuperGold card

Ministry of Social Development Vision

An inclusive New Zealand where all people are able to participate in the social and economic life of their communities.

Ministry of Social Development Purpose

MSD leads social development to achieve better futures for all New Zealanders.

MSD Statement of Intent (SOI) 2007 describes the social development outcomes MSD wants to achieve for all New Zealanders over the next 3–5 years. Respondents should review MSD's 2007-2008 SOI which is published on MSD's website <http://www.msd.govt.nz>.

Context

MSD believes the business and technical requirements outlined in this RFP to be accurate. However, MSD will not be liable to any party for any inaccuracy or omission in the RFP or any additional information that MSD may provide. In responding to this RFP you should carefully consider the detail provided and fully answer the questions posed. MSD appreciates and would expect that your organisation may be able to offer broader Services which MSD may wish to consider in the context of MSD's infrastructure and applications environment, which may add greater value to MSD's business. MSD may consider broader Services proposed by Respondents where such Services are considered to offer better value or more effective Services to MSD's requirements.

No Future Obligation

MSD does not have any obligation to enter into any future contract or contract negotiation with you or any other party. Following Responses to this RFP and the ensuing evaluation process, MSD may, in its sole discretion:

- Enter into negotiation with one selected Respondent for the purpose of concluding a mutually acceptable contract for the provision of the Services required by MSD on the basis of Contract terms that are acceptable to MSD; or
- Contract with one, none or any combination of selected Suppliers.

MSD expects that the term of any contract awarded as a result of this RFP process will be for a minimum of two (2) years with MSD having three (3) rights of renewal for up to one year each at its discretion. MSD reserves the right, prior to any Contract award to determine the length of the initial Contract term and the options to renew.

MSD *will not* commit to a minimum level of resources under any subsequent contract entered into as a consequence of this RFP.

3. Definitions

In this RFP, the following terms shall (unless the context otherwise requires) have the meanings set out below:

“Agreement” or **“Contract”** means the formal contractual documentation for the provision of Services executed by MSD and the Supplier.

“AGILE” means the agile software development framework.

“Application” means as the context requires, each individual piece of software (as modified by any software enhancements) or all the pieces of software together.

“Business as Usual” or **“BAU”** means interaction between MSD and Suppliers relating to existing business activities.

“Change Management” means the process by which changes (fixes, enhancements and/or upgrades) to the application software are managed.

“Client” or **“Clients”** means the New Zealanders that MSD serves through providing its social services.

“Confidentiality and Non Disclosure Agreement” means the signed Agreement between MSD and a Respondent required for access to MSD application environment.

“Consortium” means multiple individuals or entities who respond to this RFP in partnership with one another.

“GST” means New Zealand goods and services tax payable the Goods and Services Tax 1985.

“ISTQB” means the International Software Qualifications Board an incorporated society in Belgium.

“ITIL” or **“ITIL Service Management Framework”** means a Service Management Framework issued by the Office of Government Commerce in the United Kingdom (and as updated from time to time).

“Ministry of Social Development” or **“MSD”** means the New Zealand Ministry of Social Development or its nominated representative.

“NZDST” means New Zealand Daylight Savings Time.

“Non Compliant” means but is not limited to the content and/or delivery of a Response, which fails to adhere to the requirements of this document as set out in section 7.

“Party” means any Respondent, or MSD, as the case may be, and **“Parties”** means all of them.

“Resources” means persons hired, engaged or used by the Respondent for the provision of the Services.

“RAD” means Rapid Application Development.

“Response” means the Respondent’s written Response to this RFP.

“Respondent” or **“You”** or **“Your”** mean the individual, or entity that completes and submits a Response.

“RFP” or **“RFP Document”** means this Request for Proposal document, including Appendices and associated documents.

“RFP process” means the whole process by which MSD may select one Respondent to provide the Services.

“RUP” means Rational Unified Process.

“Services” means the Testing Services to be performed deliverables to be met by a Supplier pursuant to a Contract.

“Service Level Agreement” or **“SLA”** means a document entered into between MSD and the Supplier which specifies the particular services to be provided by the Supplier.

“Single Point of Contact” means a nominated representative of a Party (in the case of MSD, as identified in section 7.5).

“SOA” means Service Oriented Architecture.

“Supplier” means a provider of Services to MSD pursuant to a Contract (which may include persons or entities with whom MSD currently transacts Business as Usual and may include one or none of the Respondents).

“Work Request” means any formal request provided to the Supplier according to the process and format defined in the SLA for enhancement to the Application referred to in this document.

Interpretation

- Headings: headings in this RFP and its appendices are for convenience only and do not affect the interpretation.
- Person: A reference to a person includes a body corporate, an unincorporated body of persons, or any other entity.
- Singular and Plural: The singular includes the plural and vice versa where the context requires.
- Includes: A reference to any legislation includes any amendment, consolidation, re-enactment or replacement of that legislation.
- Legislation: A Reference to any legislation includes any amendment, consolidation, re-enactment or replacement of that legislation.

4. Requirements

4.1. Overview of Applications, MSD Testing Environment and Associated Documents

Respondents will be allowed reasonable access by prior appointment to the MSD environment in order to conduct due diligence and for the Respondent to fully understand MSD's requirements and construct their subsequent Response accordingly.

Respondents (except any incumbent suppliers) will be required to sign a Confidentiality and Non Disclosure Agreement (to be supplied by MSD at the appropriate time) before being granted access to the MSD environment.

Relevant documentation is available for viewing at MSD premises during the Discovery Process in accordance with the indicative RFP timetable in section 5.

The following technologies are used at MSD in Application testing:

Technology	Applications
Web	Mozilla, Internet Explorer, Safari, CHROME
Deployment Operating System	Solaris, HP-UX, MS Window, Linux
Deployment Database	Oracle, Linux
Deployment LDAP	iPlanet/Microsoft Active Directory, MS Exchange
Defect Management	HP Quality Centre, JIRA
Tools	HP Loadrunner, NeoLoad, QuickTestPro

Table 1: Technologies used at MSD in Application Testing

Refer to **Appendix D** for full details of MSD's Testing Integration Process.

Application versions may be subject to change throughout the term of any Contract as new releases become available.

4.2. Required Services

This RFP is for the procurement of:

1. **Onsite Testing Services** to support the MSD Testing Teams on a per-project basis adhering to MSD's test methodologies and processes (as described in this document).
2. **Outsourced Testing Services** where the Supplier provides test environments and associated Testing Services to support the MSD Testing Teams on a per-project basis adhering to MSD's test methodologies and processes (as described in this document).

The projects may vary in duration from several weeks to several months. MSD's preference is for the Testing Services to be based within New Zealand.

Respondents will need to demonstrate an extensive track record of successfully completed projects by meeting the criteria of:

- On time
- On budget
- Within scope
- High quality

Respondents are required to provide resources with the following skill sets:

4.2.1 Resource skills and experience applicable for the Services:

Requirement	Must have	May have
Test Managers	- ISTQB Foundation certification - Excellent communication skills - Excellent leading, planning, organising skills - Proven and significant experience in leading large complex test projects - Proven experience in working with multiple stakeholders - Working knowledge of traditional waterfall, RUP, RAD and AGILE test methodologies	ISTQB Advanced certification
Test Analysts	- ISTQB Foundation certification - Excellent communication skills - Proven experience in test planning, test execution and defect management - Demonstrated experience in analysis of complex requirements - Demonstrated and significant experience in distilling test cases and test conditions from requirements - Working knowledge of traditional waterfall, RUP, RAD and AGILE test methodologies	- ISTQB Advanced certification - Leadership capability - Exposure to test automation - Exposure to business process testing - Experience with SQL - Exposure to SCRUM/XP - Test-driven development practices
Test Engineers	- ISTQB Foundation certification - Excellent communication skills - Proven experience in test planning, test execution and defect management - Proven experience in the use of performance testing tools (state which) - Demonstrated experience in SQL	- ISTQB Advanced certification - Leadership capability - Test automation experience

Table 2: Resource skills and experience applicable to Testing Services

4.2.2 Requirements for Outsourced Testing Services:

Requirement	Must have	May have
Skills for Test Resources	As above	As above
Test Environments	Defined test environments, as required, to be supplied on a per-project basis built to MSD's specification.	- HP/Mercury Quality Centre Defect Manager licences to record defects - HP/Mercury Dashboard

Table 3: Outsourced Testing Services

4.2.3 Processes and Methodology

Respondents are required to comply with existing MSD processes and procedures where applicable, and in all other cases develop jointly with MSD processes, procedures and work instructions using the ITIL framework that are appropriate to MSD.

4.3. Relationship Management

Relationship management is viewed by MSD as an integral part of this Contract. MSD requires Respondents to provide evidence that they:

- a. Have a business model that supports relevant stakeholders
- b. Have a high level of competency and experience with managing a large national account.

4.4. Services Excluded

The following services are excluded:

- Development of software,
- Workstation, network and internet connectivity
- Application deployment, configuration management
- Production support, change management, project management

Note: Although the Services stated in this section are excluded, the preferred Supplier(s) may be requested to assist MSD in resolving any issues outlined above.

4.5. Sustainability

The Government is committed to sustainable development through the Sustainable Development Programme of Action, released in January 2003. A key approach of the Programme of Action is that the Government should provide a leadership role to the community through the implementation of policies and procedures that support sustainable development. This commitment has been reinforced through the establishment of the Govt³ programme of sustainability initiatives to which MSD are a signatory to and Government plan of action towards a carbon neutral public service.

More information about Govt³ is available at: <http://www.mfe.govt.nz/issues/sustainable-industry/govt3>

Respondents must indicate the extent of their willingness to meet Government Sustainability requirements by specifying their proposed mechanism to identify options and provide suggestions to MSD's key contact for options to continually improve Information and Communications Technology resource efficiency and environmental sustainability. This mechanism should include feedback from their subcontractors.

Refer to **Appendix A** for sustainability details required.

4.6. Contract Terms and Conditions

Any Contract entered into between MSD and the successful Respondent(s) will be based on MSD Contract Terms and Conditions as detailed in **Appendix E**. Each Respondent must satisfy itself through diligent investigation that it has a sound understanding of MSD's requirements to the extent that the Respondent is able and willing to meet MSD's requirements on the terms (including price) set out in the Respondent's Response. Each Respondent must carefully review all aspects of the Contract Terms and Conditions, confirm its acceptance of those Contract Terms and Conditions as the basis of a contractual relationship with MSD (if selected as a shortlisted Supplier(s) with whom MSD wishes to negotiate a formal Contract), and comprehensively identify all provisions that the

Respondent wishes to negotiate, as part of its Response (please use the table in **Appendix B**).

Where any provision is not acceptable to a Respondent in its current form, the Respondent must propose alternative wording for that provision that reasonably protects the interests of MSD as well as the Respondent. MSD will, in its absolute discretion, take such proposed amendments into account but MSD is under no obligation to accept or negotiate any such amendments.

Respondents are advised that MSD is subject to the restrictions on giving guarantees and indemnities under the Public Finance (Departmental Guarantees and Indemnities) Regulations 2007. Any proposed amendments put forward by the Respondents that are contrary to these regulations cannot be accepted by MSD.

If the Respondent is identified as a shortlisted Supplier(s) with whom MSD wishes to negotiate a formal Contract, the provisions identified in its Response as requiring negotiation will be used as the definitive list of issues to be negotiated in order to finalise the Contract. All other provisions will be regarded as accepted by the Respondent and will not be subject to further negotiation except with MSD's agreement in each instance. Any attempt by the Respondent to raise additional issues may result in MSD selecting an alternative Supplier.

MSD reserves the right, at MSD's sole discretion, to vary the Contract Terms and Conditions at any time before the contract is executed.

4.7. Financial Expectations

Respondents should describe their approach to the requirements in this section rather than providing specific financial detail. The successful Supplier(s) will:

- Implement a flexible and transparent pricing arrangement for the Services and Service Level Agreements so that MSD Business Units can make informed choices about the service and service commitments they require.
- Provide initial and year on year cost (in real terms) savings.
- Deliver a commercial and pricing approach that is structured to enable financial benefits delivered to MSD to be extended to other Government Agencies, where appropriate.

4.8. Operational Expectations

That the successful Supplier(s) will:

- Continuously improve performance against key service indicators contained in any SLA.
- Ensure that security procedures and policies are in place and proven as effective.
- Establish an operational change framework so that the Services provided are responsive to the evolving needs of MSD.
- Demonstrate that the Services tangibly enable MSD to achieve its objectives.
- Ensure an appropriate communications system and process is in place, particularly in respect of invoicing and verification.

4.9. General Requirements

That the successful Supplier will conform to the following requirements:

- Supply all defined Services.
- Provide Services that contract and expand as MSD's business changes.

- Position technologies and capabilities that will allow MSD to interface to emerging application environments.
- Customer defined engagement and governance model.
- Customer defined service commitments.
- Understand and work co-operatively with all-of-Government initiatives.
- Structure its Services to enable benefits delivered to MSD to be extended to other Government Agencies, where appropriate.

5. Indicative Timetable

The following table contains a timetable of estimated key dates. MSD reserves the right to change any of these dates **provided however** that MSD will not require the Respondents to submit Responses earlier than **Friday 30 January 2009 at 12 pm NZDST**.

RFP documents issued	23 December 2008
Last Date for submitting questions	3.00 pm NZDST on 16 January 2009
Last Date for written answers to RFP questions	3.00 pm NZDST on 23 January 2009
RFP Responses closed	12.00pm NZDST on Wednesday 30 January 2009
RFP Evaluation begins (refer to section 6.2: Stage One)	2 February 2009
Shortlist Respondents for presentation/interview (refer to section 6.3: Stage Two)	5 February 2009
Respondents' Presentation/interview completed	20 February 2009
RFP Evaluation completed by	6 March 2009
Evaluation Report drafted (refer to section 6.4: Stage Three)	13 March 2009
Evaluation Report approved	20 March 2009
BSG sign off evaluation panel report by	27 March 2009
Successful Supplier or Suppliers notified	3 April 2009
New Contract Agreed	30 April 2009
RFP Close-out	30 April 2009
Commence Contract	1 May 2009

6. Evaluation Process

6.1 Criteria and process

Although the evaluation will be undertaken primarily by an internal MSD panel, MSD reserves the right to appoint third party consultants to advise and assist with the evaluation process.

MSD wishes to indicate in broad terms that the starting point for the evaluation and eventual selection will be the Responses to the questions and data contained in the RFP and Appendices.

Any Contract awarded will be to the Respondent(s) whose Response is determined to be the most advantageous to MSD, taking into consideration the price and other factors or criteria which MSD in its sole discretion, believes to be relevant.

MSD also reserves the right to keep the evaluation criteria and weightings confidential.

6.2 Stage One

6.2.1 MSD will assess Respondents in terms of three (3) broad categories:

- **Compliance with this RFP**
 - Completeness of Response
 - Demonstrated understanding of MSD's requirements
 - Executive Management Summary
 - Met closing date and time
 - Referees' information
- **Capability**
 - Required and desirable skill sets and experience (as set out in tables 2 and 3 of section 4.2)
 - Process and methodology
- **Sustainability**
 - Mechanisms, tools and strategies to avoid unnecessary consumption
 - Service with low environmental impacts
 - Energy and resources efficiencies
 - Sustainable travel capabilities
 - Company sustainable management systems

6.2.2. In addition to the broad categories listed above, MSD will also evaluate using criteria set out below. This list of criteria is not exhaustive and the criteria are not listed in any particular order or priority. Nor are the listed criteria the only criteria that may be used by MSD to evaluate any Respondent or Response.

Pricing

- Discount structure/pricing breaks
- Terms of supply
- The overall costs and cost/benefit advantage of the suggested approach including price guarantees and the ability to pass on savings.

Experience and track record

- The Respondent's business model and vision and how meeting the needs of this RFP align with that vision.
- Track record in large multi-site environments (desirable but not mandatory).
- Demonstrable experience in providing services with similar requirements to MSD's requirements.
- New Zealand based support capability, preferably with a Wellington presence.
- The Respondent's current and past relationship(s), if any, with MSD.
- An in-depth knowledge and demonstrable experience in change management initiatives.
- Availability of qualified, trained and experienced personnel to provide the proposed Services (applicable CVs to be provided).
- A demonstrated awareness of the environment within which the Respondent's services will be utilised and the standards that are therefore required (for example, Respondent has prior Public sector experience or can demonstrate an understanding of Public sector values).
- Demonstrated application of IT testing standards and adherence to them.
- Demonstrated ability to assist customers with strategic initiatives that improve MSD's quality assurance function.
- A customer focused approach.

Organisational Capability and Relationship Management

- The Respondent's organisational structure and how it is equipped to effectively manage MSD's account.
- Names, contact details of appropriate levels of management and support staff.
- Defined resource for MSD account management, specifically providing support for billing, invoices and service credits.
- Overall ability to fulfil all obligations.
- A customer focused approach and willingness to meet MSD's requirements in a flexible and responsive manner.

Financial Stability

- Financial soundness and stability of Respondent.
- Level of risk posed to MSD in relation to the Respondent's viability.
- Rates offered are competitive and appropriate for the services (e.g. experience and expertise of candidates) offered, resulting in best value for MSD.

Other

- Due diligence and reference check results
- Value added service.

At the end of Stage One, MSD will shortlist a subset of Respondents to continue to Stage Two of the evaluation process.

6.3 Stage Two

Shortlisted Respondents and applicable resources may be interviewed to enable MSD to satisfy itself of the Respondents' capability to deliver the Services.

6.4 Stage Three

The successful Respondent(s) will be recommended and following full internal approval, contract negotiations and SLA preparation will then begin with the preferred Supplier(s).

MSD reserves the right not to proceed to Contract in the event that MSD considers, in light of the Responses and subsequent due diligence, that this would not be an appropriate business decision.

The scope of any Contract issued by MSD may be greater or less than that documented in this RFP. MSD reserves the right, at its sole discretion, to contract with one or none of the Respondents.

If negotiations for a formal Contract are not concluded to MSD's satisfaction within a timeframe that is acceptable to MSD, MSD may enter into negotiations with one or more alternative Suppliers (not limited to the Respondents).

PART TWO

7. Format of RFP Response

7.1. Format

All RFP Responses must be in writing. It is expected that RFP Responses will contain all information requested by MSD. Responses that do not provide all information requested or are unclear, may be rejected at the sole discretion of MSD. It is expected that RFP Responses will be concise and succinct. Proposals will be evaluated based on content, not length. Please respond by referencing the RFP document and Appendices A to F.

The Responses shall be prepared in two separate parts:

1. **Part 1: General Proposal** – including the content required under Appendices **A** and **B**. No elements of the Financial Proposal are to be included in the General Proposal.
2. **Part 2: Financial Proposal** – This includes the content required under Appendix **C**.

Part 1: General Proposal and Part 2: Financial Proposal are to be sealed in separate envelopes. **The entire Response should be sealed in an outer package** showing the Respondent's name, address, RFP reference and MSD Single Point of Contact clearly marked on the outside.

Seven (7) hard copies (double-sided, unstapled without binders) and one (1) soft copy in Microsoft Word on a memory stick are required.

7.2. General Proposal – Specific Instructions

SECTION	CONTENTS
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Section 1	The only information on the first page is:
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- | | |
|--|--|
| <ul style="list-style-type: none"> • Response to the RFP Provision of Testing Services ref: MSD_IT_RFP 221208. • Company Name • Your single point of contact <ul style="list-style-type: none"> ○ Their telephone ○ Their cell phone ○ Their fax number ○ Their email address | |
|--|--|

Table of Contents

Benefits Statement (1 page).

Avoid generalities and marketing language and give specifics. What differentiates your company from your competitors?

What is special about you and what you offer to MSD such that we should place our confidence with you?

This is a free form response, no template is provided.

Executive Summary (No more than 5 pages).

This is a summary of the major features of what is in your Response.

Do not include information in this section other than a concise summary of the major features of your Response and any significant issues you have identified.

This is a free form response, no template is provided.

Signatures and Acknowledgement

Statement signed by a person duly authorised to sign on behalf of the Respondent, and must include:

- Acknowledgement that the Respondent has read and understood the RFP document and accepts the RFP Conditions; and
- Confirmation that the Response is complete and accurate.

This is a free form response, no template is provided.

Section 2 Requirements Response (Appendix A of the RFP)

MSD's Requirements are set out in Section 4 of this RFP.

Complete the response table in Appendix **A** with clear concise responses for each item.

Include applicable resource CVs in this section.

Section 3 Contract Terms and Conditions (Appendix B of the RFP)

Please complete the table in Appendix **B** of this RFP to identify any contract clauses (referring to the example Contract that is attached as Appendix E of this RFP) that need to be addressed prior to Respondents executing a Contract with MSD for the Services.

Section 4 Documentation

Include in this section relevant examples of your standard documentation to support your Response. This may include (by way of example):

- Procedures manuals
- Training information
- Project reporting
- Sample invoices

Section 5 References

Please include the details of other customers or contracts of a similar size involving requirements similar to those of MSD, who MSD may interview for reference purposes. Particular interest would be reference sites in the New Zealand Public Sector. **Please provide reference names and contact information for two (2) only.** Respondents authorise MSD to collect any information from the Respondent and third parties and to use that information for the purposes of this RFP evaluation.

Section 6 Other Information (OPTIONAL)

This is the section to place:

- Any additional information Respondents wish MSD to consider
- Answers to questions not asked and responses to requests not made

Section 7 Value Add (OPTIONAL)

It is a requirement that Respondents submit their Response in the format requested including the pricing model. MSD reserves the right to reject any non-conforming Responses. However, in this section Respondents may include an alternate or non conforming Response which may be considered by MSD. All alternate Responses should identify any improved methodology, increased quality for cost savings offered, and be accompanied by full supporting information. By way of example, this section could include:

- Alternate pricing model (in sealed envelope with Financial Proposal)
- Different contracting relationship rather than based on the example provided in Appendix E (in same envelope as the General Proposal)
- Non Compliant responses which you believe offer better value and lower risk to MSD (in the same envelope as the General Proposal)

Note: Submission of an alternate Response is an optional addition. It is still a requirement for all Respondents to submit a compliant Response.

7.3. Questions

All questions with respect to this RFP are to be emailed to the MSD Single Point of Contact. MSD reserves the right to distribute all questions and answers to all Respondents. MSD may, at its discretion, answer any questions or requests for further information or clarifications that are received after the close-off date for such queries.

7.4. Changes to RFP

Where, during the course of the RFP Process, MSD materially modifies the RFP or its essential requirements, it will notify all Respondents of the change. If a Response has been submitted prior to notification of the change, the Respondent will be permitted to produce an erratum to take account of the change, and submit this document to MSD by the closing date for submission of Responses.

7.5. MSD Single Point of Contact

Enquiries to this RFP and Submission of Responses or Proposals to this RFP are to be addressed to:

Postal:

Attention: John Tinkle (MSD_IT_RFP 231208)
IT Contract Management
Ministry of Social Development
PO Box 1556
Wellington 6144
New Zealand

Hand/Courier:

Attention: John Tinkle (MSD_IT_RFP 231208)
IT Contract Management
Ministry of Social Development
3rd Floor Reception, Tower Block
Charles Fergusson Building
34-38 Bowen Street
Wellington 6011
New Zealand

Telephone: 0064 (4) 913 2408

Cellphone: 0292 005568

Email: IT_Tenders@msd.govt.nz

8. Terms and Conditions

The following terms and conditions ("**RFP Conditions**") shall apply to all Responses submitted in response to this RFP and to the RFP process:

8.1. Acceptance of RFP Conditions

Supply of a Response to this RFP constitutes acknowledgement and acceptance of these RFP Conditions. Responses that do not conform to all requirements set out in this RFP may be rejected by MSD. Where the Respondent intends to engage third parties to perform any part of the Service, the Respondent must ensure that all such third parties are bound by the relevant RFP Conditions, including confidentiality.

8.2. No obligations of MSD

MSD shall have no legal or other obligation to the Respondent unless and until MSD enters into a formal written Contract with the Respondent.

8.3. Format of Response

Respondents are to provide copies of their RFP Response in accordance with section 7.1. Email Responses will not be accepted by MSD, except in extraordinary circumstances and where prior arrangements have been made with the MSD Single Point of Contact.

All Respondents are to provide a line by line response to the Requirements and supplementary questions contained in the Appendices to this RFP. Where specific questions are asked, individual and factual replies must be given. It is not sufficient to give general replies or a reference to sales or other published literature even if such material forms part of the Response.

All assumptions made by the Respondent in its Response must be clearly set out in that Response, including assumptions made that might affect nature, quality, or cost of the Services, and assumptions concerning the requirements of MSD. Any variables that are critical to the Services or that may have a material impact on cost to MSD should be indicated with a statement of the likely risk and the manner in which the Respondent proposes to mitigate that risk.

8.4. Respondents to Inform Themselves

Respondents shall rely on their own expertise and judgement in assessing the requirements of MSD, and shall satisfy themselves concerning all physical conditions, environmental requirements, and any other requirements or characteristics likely to affect their Response or the performance of the Services. Respondents will be considered to have:

- Examined the RFP and any documents referenced by the RFP and any other information made available by MSD;
- Considered all of the risks, contingencies and other circumstances having an effect on their Response;
- Satisfied themselves as to the correctness and sufficiency of their Response including any proposed prices offered and the sustainability of that pricing;
- Understood and complied with their obligations with respect to Government procurement policies.

8.5. Clarification of Response

To assist in the examination and evaluation of Responses, MSD may, at its discretion, require further details or clarifications from the Respondent about any aspect of a Response.

8.6. Resources

Selected Suppliers will provide the resources named in their Response. If there are any departures of key personnel or MSD agrees to substitution, the replacement personnel shall have equivalent qualifications to the original resource.

8.7. Pricing

Any proposed pricing, except where otherwise agreed by MSD in writing, shall cover the supply of all Services required by MSD. All prices must be quoted in New Zealand dollars. Linking pricing to international exchange rates will not be accepted. All prices stated in each Response will be deemed to include all direct and ancillary charges and costs (other than GST) to meet the requirements of this RFP.

Unless otherwise required by law, the prices quoted in the Response submitted by the Respondent must not be disclosed by the Respondent, directly or indirectly, to any other Respondent except with the prior written permission of MSD in each instance.

8.8. Delivery of Responses

Responses must be labelled with the RFP reference number **MSD_IT_RFP 231208** delivered to the MSD Single Point of Contact. Failure to do so may result in the Response not being considered at the absolute discretion of MSD. MSD will endeavour to answer any questions or requests for further information or clarifications of requirements up until the close-off date for such queries. All communications and/or correspondence in relation to this RFP must be made in accordance with sections 7.3 and 7.5. Failure to adhere to these conditions may result in the RFP Response not being accepted.

Respondents should note that Business as Usual (BAU) dialogue is to be maintained with the usual MSD contacts but that whilst the RFP is ongoing, details of this RFP cannot be discussed with anyone other than the MSD Single Point of Contact. Exceptions to this rule can only be made by communication through the MSD Single Point of Contact.

Respondents' representatives must not directly or indirectly canvass, or provide any form of inducement or reward to, any representatives of MSD in respect of this RFP. Any unauthorised contact or any attempt to canvass, induce or reward may invalidate that Respondent's Response.

8.9. Closing Date and Time

Responses to this RFP must be received by the MSD Single Point of Contact by:

Friday 30 January 2009, 12.00 pm noon, NZDST

MSD accepts no responsibility for lost or mis-delivered Responses and reserves the right to extend the closing date for this RFP or to accept or reject late Responses at its sole discretion.

8.10. Validity Period

The Response must remain open for consideration by MSD for a minimum period of ninety (90) days after the RFP Closure Date stipulated in section 8.9 above. Once submitted the Response is irrevocable, and may not be withdrawn or modified except with the written consent of MSD.

8.11. Property of MSD

All submitted Responses and any material submitted by the Respondents to substantiate the Responses become the property of MSD and will not be returned to the Respondents at any stage, irrespective of the outcome of the RFP process.

8.12. Respondent's Single Point of Contact

Responses must include the name of the Respondent's Single Point of Contact to whom MSD may address any questions relating to the RFP, and should include a contact telephone, a facsimile number, and email address. The Respondent's Single Point of Contact will be taken to be authorised by the Respondent so that the responses he or she provides shall be treated as part of the Respondent's Response.

8.13. Cost of Response

The Respondent shall be responsible for all costs associated with the preparation and submission of its Response. The Respondent shall also be responsible for all costs incurred by the Respondent in relation to presenting its Response, participating in the evaluation process, responding to requests for clarification or further information, demonstrating the Respondent's capabilities, participating in and finalising Contract negotiations, undertaking further investigations to finalise pricing, services, or service levels, or otherwise arising from this RFP or the RFP Process. MSD shall have no obligation to the Respondent, or any other person, in respect of such costs.

Each Response should clearly identify any equipment, resources, resources, facilities, and any other items that are required to be supplied by MSD should the Respondent be engaged to supply the Services.

8.14. Reliance upon Statements by Respondents

MSD will rely upon all statements made by any Respondent in a Response and in subsequent correspondence or negotiations with MSD or their representatives. Respondents must ensure all information provided is complete, accurate and reliable. Information provided by a Respondent during the RFP Process may, if that Respondent is selected as preferred Supplier, be incorporated into any Contract between MSD and that Respondent, and will be contractually binding on that Respondent.

8.15. Acceptance/Negotiation

MSD is not required to accept the lowest priced Response or any Response. MSD reserves the right to negotiate without restriction with Respondents after the closing date for submission of Responses on any matter related to this RFP. MSD also reserves the right to cancel, amend or withdraw all or part of this RFP or any process under it at any stage prior to execution by both parties of a Contract without incurring any liability whatsoever. MSD can at its sole discretion, accept or reject non-conforming or alternative RFP Responses.

8.16. Contract Negotiation

Contract negotiations are planned to be undertaken with the successful Supplier(s) once the RFP evaluation process is completed and approved. The Respondent should indicate in its Response who is authorised to undertake contract negotiations on behalf of the Respondent.

8.17. Information incorporated into Contract

This RFP, your Response, and your subsequent correspondence with MSD, may be incorporated into and form part of the Contract in the event that your Response is accepted.

8.18. Additional Information/Representation

MSD has used reasonable efforts in compiling this RFP. However, MSD will not be liable to the Respondents or any other person for any inaccuracy or omission in the RFP or any additional information MSD may provide.

8.19. Cancellation or Amendment

MSD reserves the right to cancel, amend, or withdraw all or part of this RFP and/or process under it at any stage prior to completion of contract negotiations without incurring any liability.

8.20. Publicity

The Respondents must not publish or make public any advertising, press release or other information relating to this RFP or the subsequent acceptance of any Response in any newspaper, magazine, journal or any other medium without the prior written consent of MSD in each instance.

8.21. Confidentiality

Third Party. The content of this RFP is confidential to MSD. All information contained in this document or given to a Respondent by MSD is for the sole purpose of allowing Respondents to prepare the Response. No information contained in or regarding this RFP may be used by a Respondent in any other context, nor divulged to any third party without the specific written authority of MSD. Respondents must treat all such information as confidential and communicate it only to the people directly involved in the preparation of your Response who need to know the same.

Disclosure to third parties by MSD. Although MSD will use reasonable efforts to maintain the secrecy of the Respondent's confidential information, Respondents should be aware that MSD may be required to disclose information if requested to do so in terms of the Official Information Act 1982. Respondent information, Responses and draft Contracts may also be made available to, or otherwise reviewed by, other Government representatives, agencies, and bodies including the State Services Commission, Treasury, officers of Parliament, Ministers of the Crown, Parliamentary select committees, and Royal Commissions.

Copyright. This RFP is protected by Crown Copyright. Except for the purpose of responding to this RFP, no part of this RFP may be reproduced, stored in a retrieval system or transmitted in any form without the prior written permission of MSD in each case.

Commercially Sensitive. Except as required by law, MSD agrees to use reasonable efforts to maintain the secrecy of information that is identified by the Respondent in the Response as being confidential information (and not to communicate or divulge such information other than to MSD's advisors or contractors (both nominated at MSD's sole discretion). The Respondent must clearly identify in the Response those specific parts of its Response that are commercially sensitive and confidential in nature. It will not be acceptable to identify the entire Response as commercially sensitive and confidential.

Information relating to the examination, clarification, evaluation and comparison of Responses and the recommendations for selection of Respondents is confidential to MSD and will not be disclosed to Respondents or any other persons not officially concerned with such process except as required by law.

Return of Documents. MSD reserves the right to request the immediate return of all documents supplied, and any copies made of them, at any time and the Respondents accept that they must comply with any such request.

8.22. Rights Reserved

Notwithstanding any stated evaluation method, MSD has complete discretion to consider, not consider, accept, or reject any Response (including any late or otherwise non-confirming Response) and complete discretion as to Response evaluation methods. MSD will not enter

into discussions with Respondents concerning its evaluation methods. Without limiting any other RFP Condition or other requirement of this RFP, MSD reserve the right to at any time at its sole discretion, and without incurring any liability to any Respondent or any other person, to:

- Apply, or change any policy or criteria relating to participation in this RFP process or evaluation of Responses.
- Exclude any person or include any person in this RFP process for any reason at any time, without notice.
- Restrict or deny the supply of, or access to, any site of MSD, or any other property or any resources, information or property of MSD to any person.
- Change MSD's requirements in respect of the Services.
- Suspend or cancel this RFP Process by notice to the Respondents.
- Change this RFP and any requirements of MSD at any time prior to the execution of a formal Contract with a Supplier for the supply of the Services sought by this RFP.
- Contact any person who has previously engaged the Respondent (or any proposed contractor of the Respondent) for reference purposes.
- Liaise or negotiate with any Respondent or any other person at any time without disclosing this to, or involving or doing the same with, any other Respondent or person (whether before, during or after this RFP process).
- Accept or reject any Response (whether compliant or Non Compliant).
- Cancel, amend or withdraw all or part of this RFP, and/or process under it, at any stage prior to the signing of a Contract.
- Negotiate for only selected parts of the Response.
- Change (extend or shorten) any date in this RFP Process.
- Accept, or decline to consider, Responses received after the closing date.
- After deadline for delivery of the Responses, negotiate without restriction with any Respondent on any matter contained in its Response.
- Re-advertise for Responses and accept additional Responses.
- Waive any irregularities or formalities in this RFP Process.

This RFP does not create any obligation for MSD to enter into any future tender process, RFP, or contractual arrangement for the purposes of the Project and no party shall be entitled to make any inference or have any expectation of such an obligation. This RFP does not impose any binding legal obligations on MSD, and MSD reserves the right, in its sole discretion, to enter into any future tender process, RFP, or contractual arrangements for the purposes of the Project with the Respondent(s) and/or any other persons. MSD reserves the right to award either a single Contract or multiple Contracts, whichever is in the best interests of MSD.

Where MSD considers that none of the Responses is ideal, MSD may enter into negotiations with one or more Suppliers (which Suppliers may include any combination of Suppliers, including third party suppliers, Respondents, and any contractors or Consortium partners of a Respondent), for the provision of a satisfactory Services.

8.23. Liability

To the maximum extent permitted by law, the Crown, MSD, the Chief Executive and officers, employees, and agents of MSD will not be liable (whether in contract, in tort (including negligence), in equity, for breach of statutory duty, or otherwise) for any loss or damage arising from:

- any statement, representation, misrepresentation, inaccuracy or omission in respect of any information supplied, or statements made, by or to any Respondent;
- the RFP Process being delayed or cancelled for any reason;
- any claim that MSD has failed to consider a Response, has incorrectly evaluated a Response, or has invited (or not invited) any Respondent to participate in a Contract negotiation; or
- this RFP, the award of any Contract, or any decision of MSD concerning this RFP or the consideration of the Responses.

8.24. Investigation/Audit

Respondents shall cooperate fully and faithfully with any investigation, audit or enquiry conducted by MSD or any agency or authority empowered to carry out such investigation, audit or enquiry as a result of this RFP process.

8.25. Conflict of Interest

The Respondent warrants that neither it nor any of its directors, partners, officers, members, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the proposed Services in the best interests of MSD. Respondents must immediately disclose to MSD on a continuing basis all relationships or circumstances that may give rise to a conflict of interest in relation to the provision of goods or services that are the subject of this RFP.

8.26. Governing Law

This RFP and any Contract that may arise from it will be construed according to and governed by New Zealand Law. The Respondents agree to submit to the jurisdiction of the New Zealand courts in any dispute that may arise concerning this RFP, the RFP Process, or any Contract.

APPENDIX A - Requirements Response Documents

Part A – Requirements Response Document

Part B – Sustainability Response Document

(Refer to separate documents)

23 December 2008

APPENDIX B – Contract Terms and Conditions Response Document

Complete the table below by:

- Exhibit Name:** Insert the name of the agreement or schedule
- Clause:** Insert the clause number of all clauses that you request MSD to revise.
- Issue:** Very clearly state the issue and why you want the clause to be revised.
- Proposed:** Propose alternative text for each clause you have listed.

If you have no issues you wish to table then state this in the document.

Please note: If you have any questions regarding the Head Agreement, ask those questions during the period provided after you receive the RFP such that you are able to fully complete this Appendix B with proposed alternate text.

This an example of how to complete this table

Exhibit Name	Clause	Issue	Proposed
Head Agreement	3.3	Supplier is unable to comply with this clause as drafted	Notwithstanding the expiration or termination of this Agreement, each Schedule to this Agreement entered into prior to the effective date of such expiration or termination will remain in full force and effect in accordance with its provisions , and the provisions of this Agreement will continue to apply in respect of each such Schedule to this Agreement until the expiration or termination of each such Schedule to this Agreement in accordance with its terms.
Head Agreement	3.3.1(new)	Additional coverage for Supplier	Supplier will provide onsite services throughout the term of this agreement at no charge

If you would like to insert an additional clause add the next incremental number 3.3.1 to where you would like this included, and then complete the other cells, highlight any additional content in RED

Copy and paste any contentious wording from the agreement into the proposed cell and highlight the altered wording in RED

Request for Proposal – Provision of Testing Services

23 December 2008

Exhibit Name	Clause	Issue	Proposed

APPENDIX C – Financial Response Document

Please populate the table below by inserting the rates that will be applicable for resources supplied to MSD during a two year Contract.

Resource Rates Onsite Testing Services		
ALL RATES MUST BE STATED IN NEW ZEALAND DOLLARS, EXCLUSIVE OF GST.		
RESOURCE	HOURLY	DAILY
Test Manager	\$0.00	\$0.00
Test Analysts	\$0.00	\$0.00
Test Engineers	\$0.00	\$0.00
<i>Other</i>	\$0.00	\$0.00
<i>Other</i>	\$0.00	\$0.00
<i>Other</i>	\$0.00	\$0.00

Resource Rates Outsourced Testing Services		
ALL RATES MUST BE STATED IN NEW ZEALAND DOLLARS, EXCLUSIVE OF GST.		
RESOURCE	HOURLY	DAILY
Test Manager	\$0.00	\$0.00
Test Analysts	\$0.00	\$0.00
Test Engineers	\$0.00	\$0.00
<i>Other</i>	\$0.00	\$0.00
<i>Other</i>	\$0.00	\$0.00
<i>Other</i>	\$0.00	\$0.00
Other Outsourcing Charges (If Applicable)		
<i>Item</i>	<i>Please indicate any additional charges (if applicable) and how these will be applied for outsourced testing services.</i>	

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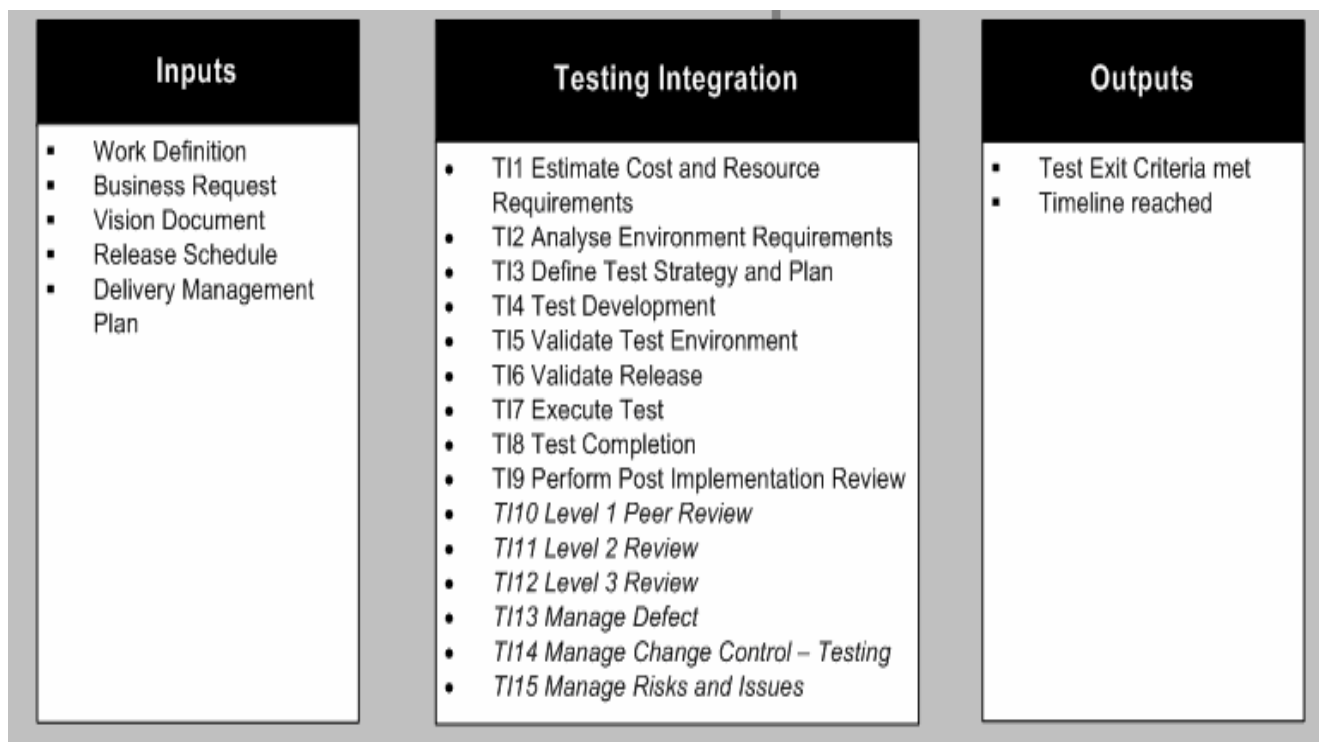
Please provide information to MSD about any discount or price benefits that will be applied during the term of any Contract with MSD. By way of example, this could include discount offers for fixed price assignments or other mechanisms that will create savings opportunities for MSD.

Please also provide examples of how the Respondent will ensure that MSD receives a transparent pricing arrangement that enables MSD to validate invoices and can also be used by MSD to make informed commercial decisions.

APPENDIX D – Overview of MSD Testing Integration Process

MSD has an established testing methodology. Selected Suppliers will be required to comply with the existing MSD processes and procedures where applicable, and in all other cases, develop jointly with MSD processes and procedures using the ITIL frameworks that are appropriate for MSD.

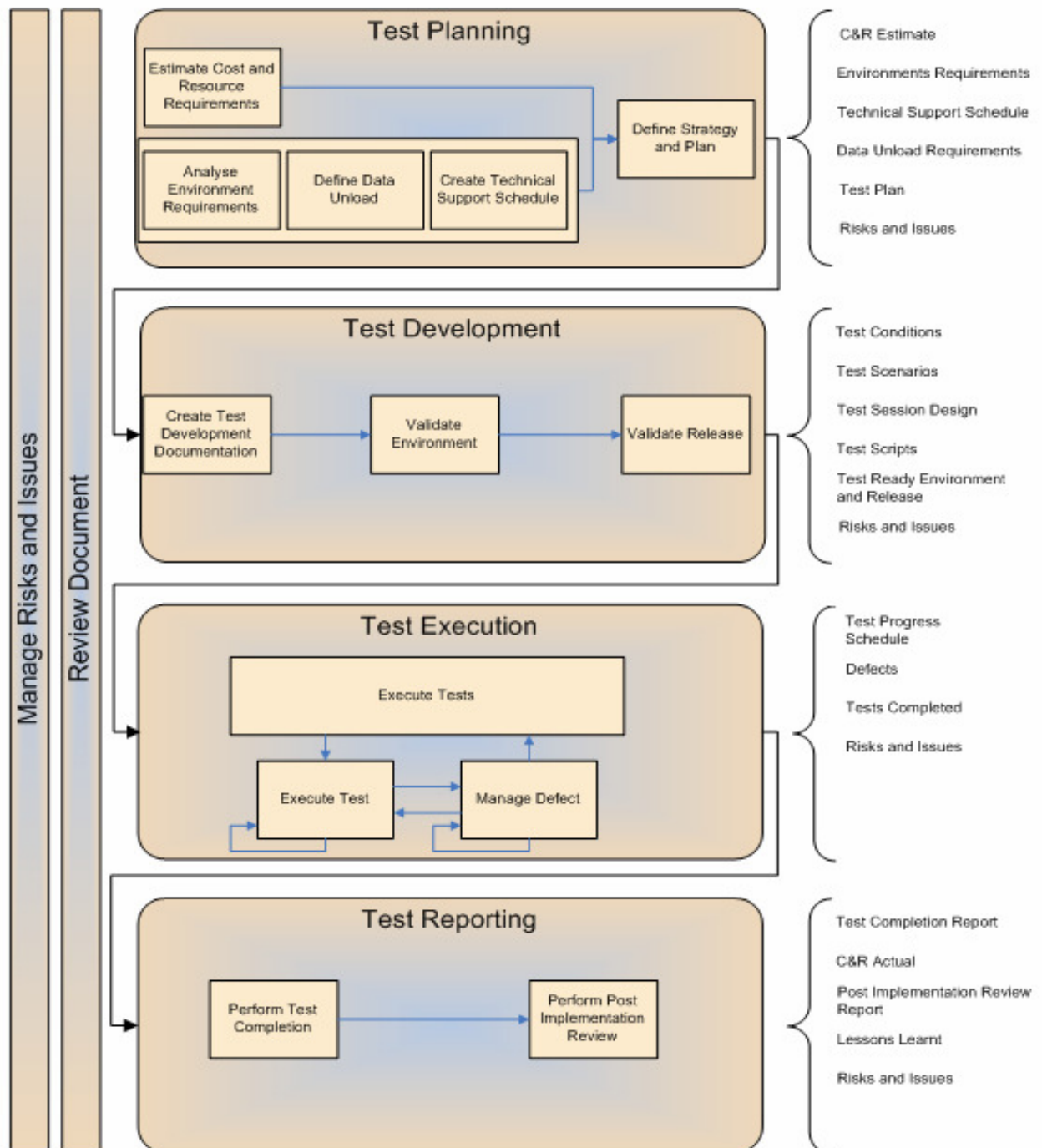
The testing integration process applies to the range of testing activities carried out for projects/releases as required by MSD. The following provides an overview of the overall process.



23 December 2008

Testing Services

High Level Processes and Outputs



Appendix E - Contract Terms and Conditions

(See separate document)

Appendix F – Associated Documents

The following documents can be viewed in MSD's premises by prior appointment as required during the Respondents' discovery process.

IT Application/Change Management	Document Name / Location
Release Management	MSD IT Release Management Procedures – Guidelines to Vendors EDRMS Ref# 1441524
Change Management	MSD Standard Change Management Process (undergoing changes)