

2 September 2024

File Ref: OIA 49222



Tēnā koe 

Official Information Act request

Thank you for your information request dated 23 July 2024. You asked for the following information:

“We request the following information:

- *Any work done for your organisation by Indigenous Design and Innovation Aotearoa.*

- *Please include all relevant information to each project undertaken including business cases, correspondence, explanatory notes, reports and any other relevant source.*

- *The total spending on each projects undertaken.*

- *Please break this down by year and then by project.”*

On 20 August 2024 you were notified of an extension of the timeframe for the response, to enable time for consultation. I am now in a position to respond.

Your request has been considered in accordance with the Official Information Act 1982 (the Act).

Te Puni Kōkiri has previously engaged the services of Indigenous Design and Innovation Aotearoa for two projects. The below table provides details of the two contracts.

Date of contract	Purpose	Total spend
8 March 2021	Website refresh services	\$84,800 ex. GST
19 October 2022	Design and production services	\$11,350 ex. GST

In regards to your request for “...all relevant information to each project undertaken..”, our decision is to release to you information in relation to the procurement of services and contractual obligations. We believe this information is the most relevant to your request.

The documents and our decisions with regard to the release of the information for the website refresh services are set out in the table attached as Appendix A.

The documents and our decisions with regard to the release of the information for the design and production services are set out in the table attached as Appendix B. The final report, *Maranga Ake: A call to action for Māori in the Future of Work*, delivered to the Future of Work Tripartite Forum (the final project deliverable), is publicly available on the

Ministry of Business, Innovation and Employment website at:
www.mbie.govt.nz/business-and-employment/employment-and-skills/future-of-work-tripartite-forum

Some information has been withheld in accordance with the Act on the following grounds:

- section 9(2)(a) – *to protect the privacy of natural persons*
- section 9(2)(b)(ii) – *to protect information where the making available of information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.*

In making the decision to withhold information, I have considered the public interest considerations in section 9(1) of the Act.

The remainder of your request for “*all relevant information*”, and in particular “*correspondence*” is refused under section 18(f) of the Act as the information requested cannot be made available without substantial collation or research.

An initial email search produced thousands of results and given the nature of the work, the majority of these emails will be administrative and not specific to the procurement of services or contractual obligations. As mentioned above, we are releasing to you any correspondence pertaining specifically to the procurement of services and contractual obligations.

We have carefully considered whether fixing a charge or extending the time limit would enable the remainder of your request to be granted, as required by section 18A(1) of the Act, however these options would still have a significant and unreasonable impact on our staff’s ability to carry out other operations.

I trust my response satisfies your request.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that Te Puni Kōkiri publishes some of its OIA responses on its website, after the response is sent to the requester. The responses published are those that are considered to have a high level of public interest. We will not publish your name, address or contact details.

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact us at uia@tpk.govt.nz.

Ngā mihi



Manaia King
Hautū, Te Puni Rangatōpū | Deputy Secretary, Corporate

Appendix A: Documents pertaining to the Website refresh services contract

Item	Date	Document description	Decision
1.	1 December 2020	Memo: <i>Website Refresh Project</i>	Released with certain information withheld under section 9(2)(a)
2.	16 December 2020	Request for Quote	Released in full
3.	22 January 2021	Response Form to Request for Quote Note: Certain information in this document is out of scope.	Released with certain information withheld under section 9(2)(a) and 9(2)(b)(ii)
4.	22 January 2021	Appendix 1: Approach – in response to Request for Quote Note: Certain information in this document is out of scope.	Released in full
5.	8 March 2021	Contract for Services Note: Certain information in this document is out of scope.	Released with certain information withheld under section 9(2)(a) and 9(2)(b)(ii)
6.	16 March 2021	Weekly Report - Website Refresh Note: Certain information in this document is out of scope.	Released in full
7.	23 March 2021	Weekly Report - Website Refresh Note: Certain information in this document is out of scope.	Released in full
8.	30 March 2021	Weekly Report - Website Refresh Note: Certain information in this document is out of scope.	Released in full
9.	6 April 2021	Weekly Report - Website Refresh	Released in full

		Note: Certain information in this document is out of scope.	
10.	27 April 2021	Weekly Report - Website Refresh Note: Certain information in this document is out of scope.	Released in full
11.	24 May 2021	Memo: <i>Website Refresh Project – Contract variation</i> Note: Certain information in this document is out of scope.	Released with certain information withheld under section 9(2)(a)
12.	25 May 2021	GMC Contract Variation 1 – Services	Released with certain information withheld under section 9(2)(a)
13.	31 May 2021	Tax Invoice 21006 Note: Certain information in this document is out of scope.	Released in full
14.	13 July 2021	Tax Invoice 21007 Note: Certain information in this document is out of scope.	Released in full
15.	27 July 2021	Memo: <i>Website Refresh Project – Contract variation</i> Note: Certain information in this document is out of scope.	Released with certain information withheld under section 9(2)(a)
16.	29 July 2021	GMC Contract Variation 2 – Services	Released with certain information withheld under section 9(2)(a)
17.	30 September 2021	Tax Invoice 21008 Note: Certain information in this document is out of scope.	Released in full

Appendix B: Documents pertaining to the Design and production services contract

Item	Date	Document description	Decision
18.	14 October 2022	Email: <i>Capacity and quote for design of Māori and the Future of Work report</i> Note: Certain information in this document is out of scope.	Released with certain information withheld under section 9(2)(a)
19.	17 October 2022	Memo: <i>Future of Work for Māori: Design of Maranga Ake report</i>	Released with certain information withheld under section 9(2)(a)
20.	18 October 2022	AoG Advertising Services – Advertising Services Order	Released with certain information withheld under section 9(2)(a)
21.	18 November 2022	AOG Advertising Services – variation	Released with certain information withheld under section 9(2)(a)
22.	22 November 2022	Tax Invoice 220010	Released with certain information withheld under section 9(2)(a)

Document 1

He Pānui

Te Puni Kōkiri Memorandum

Whakapānga kōnae

Te Rā 1 December 2020

Ki a: Bev Penjueli - Acting Deputy Secretary, Organisational Support

Nā: Greg Duncum - Manager, Information Services

Tauira Pārua: Janet Carson - Manager, Communications

Kaupapa: **Website Refresh Project**

Purpose

The purpose of this paper is to provide you with an overview of the Website Refresh Project and to ask for your agreement to be Project Sponsor and, as such, sign off on key deliverables.

Background

The existing Te Puni Kōkiri website was launched six years ago, and in that time the number of funds we offered increased significantly. The Whakamahia section, aimed at providing information about funding and support, became unwieldy. A "funding portal" which would improve access to the funds was proposed three years ago. This did not get approved by the Investment Sub-Committee, so did not proceed. As a result, navigation remains difficult and content hard to find.

In the meantime, the strategic direction and role of Te Puni Kōkiri as the principal policy advisor to Government on Māori outcomes has been clarified. There is opportunity in the refresh to better reflect this in our website approach.

This project was proposed in the last financial year, and funding for this project (\$120,000) was approved in the Phase 2 budget round for 2020/21.

Objective

The main objective of this project is to implement new information architecture and navigation on the site which will ensure:

- that users of our site can find information easily
- that our site reflects our new strategic direction and clarified roles.

As part of this we will also do a content stocktake and remove and/or update outdated content. We will also identify potential future content.

This is not a rebranding, redesign, or website redevelopment exercise. However, if budget allows, we may look to redesign our home page to better reflect the Ministry's positioning for strategic impact.

Costs

We estimate the following costs (in addition to internal resource) for this project:

Information architecture and user testing	\$50,000
Template design changes, programming	\$45,000
Translation into te reo Māori of new navigation and any revised content	\$25,000

Approach

We will progress this with a small internal project team, consisting of Web Team and Communications staff. Our PMO team is providing assistance with project management and coordination.

We intend to outsource the information architecture, user testing and any design work to an external web design agency. We will use our listed licensed te reo Māori translators.

We will invite a group of managers and directors from across the organisation to provide strategic feedback and advice at key points in the project to ensure we are meeting the wider needs of the organisation.

We propose that you, ^{the} as Acting Deputy Secretary, Organisational Support, be the Project Sponsor and, as such, sign off on key deliverables. This will be on the advice of the Manager, Information Services and Manager, Communications, who in turn will be supported by technical and subject matter experts, and feedback from managers and directors across the organisation.

Additional Information

Attached is a Business Case (using a PMO template), and a high-level plan.

Recommendation

It is recommended that you:

- **Note:** that \$120,000 was approved in the Phase 2 budget round for 2020/21.
- **Note:** the proposed approach for this project includes inviting selected managers and directors from across the organisation to provide feedback and advice at key points in the project.
- **Note:** the attached business case and high-level plan
- **Agree:** to be Project Sponsor for the Website Refresh Project.
- **Agree:** to sign off on key deliverables for this project as Project Sponsor.

9(2)(a)

Greg Duncum
Manager, Information Services

2/12/2020

Date

Agree / Not Agree

9(2)(a)

Bev Penjueli
Acting Deputy Secretary,
Organisational Support

Date

3/12/20

Website Refresh Project – Business Case

Small Business Case Template: The blue italics text provides commentary and guidance for drafting purposes; delete it when it is no longer required

Puni Organisational Support

Business Unit Information Services

Requestor Deb Sidelinger

Manager Greg Duncum

Business Case Title Website Refresh Project

Business Stakeholders – stakeholder is any individual, group, or party that has an interest in an organisation and the outcomes of its actions. Internal stakeholders are individuals or groups who are directly and/or financially involved in the operational process

Business Stakeholders

Name	Role	Responsibilities
Bev Penjueli	Acting Deputy Secretary, Organisational Support	Project sponsor; signs off on key deliverables
Greg Duncum	Manager, Information Services	Project oversight, Budget manager
Janet Carson	Manager, Communications	Project oversight
Deb Sidelinger	Web Architect	Project Lead
Naomi O'Connor	Senior Advisor, Communications	Communication Lead
Candice Clifton	Project Coordinator	PMO Lead
Communications Team		Supports the Communication Lead
Web Team		Supports the Project Lead
Selected "key" managers and directors		Provide advice and feedback at key points in the project
Content Owners		Provide advice on currency of content, and provide updated content where appropriate.

Consultation – The following internal (and external) teams have been consulted in the development of this business case

Consultations

Date	Team/Puni	Name & Role
November 2020	Web Team	
November 2020	Communications Team	

1. Business Requirements

Business Case Overview - Give a description of what you are trying to achieve: Objective, scope, options considered

Business Case Overview

The existing Te Puni Kōkiri website was launched six years ago, and in that time the number of funds we offered increased significantly. The Whakamahia section became very unwieldy. A “funding portal” which would improve access to the funds was proposed three years ago. This did not get approved by the Investment Sub-Committee, so did not proceed. As a result, navigation remains unwieldy and content difficult to find.

In the meantime, the role of Te Puni Kōkiri as the principal policy advisor to Government on Māori outcomes has been clarified, and the resulting shift in how we work needs to be better reflected in the website approach.

The purpose of this project is to update our website to improve navigation, update content and reflect shifts in how we work, so that users of our site can find information easily and trust the information that they find. This will include:

- A content stocktake, and updating or removing content as required
- Improving the navigation so that content is easier to find
- Possible redesign of home page to reflect the Ministry’s positioning for strategic impact
- Updating our user focus, to ensure key future users are considered in the refresh

A business driver is a measurable resource that drives performance to achieve maximum benefits for our business, whānau, hapū and Iwi Māori i.e. alignment with Te Puni Kōkiri strategic priorities. The business objectives are the desired outcomes for the business, whānau, hapū and Iwi Māori

Business Case Drivers

Business Driver	Business Objectives
The need to provide stories and information to our external stakeholders (i.e., the key audiences of our website)	Our website information is easy to find and trusted.
The need for our website to reflect our strategic direction and shift in role	Our strategic direction is implied in the information architecture, and explicit in the content.

*A **problem statement** defines the problem faced by the business whānau, hapū and Iwi Māori and identifies what the solution would/could look like.*

Business Case Problem Statements

The website architecture has grown unwieldy and it is difficult to find specific information on the website. The website architecture also reflects an outdated organisational strategy.

A new architecture will present our content and information in a way which is logical, easy to find, and is representative of our new strategic direction.

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2. Business Analyst/Justification

Benefit Realisation Management is a collective set of processes and practices for identifying benefits and aligning them with formal strategy, ensuring benefits are realised as project implementation progresses and finishes, and that the benefits are sustainable after project implementation is complete.

Benefit Realisation

Benefit	Tangible/in-tangible	Short-term/Long-term	Benefit Owner
Our website users easily find the information they need	Tangible and intangible	Both	
Our website users will trust the information they find	Intangible	Both	
Our website users will better understand our shift in priorities	Intangible	Both	
Our website will be future-proofed by taking into account potential future content	Tangible	Long-term	

Assumptions are factors believed to be true, but not confirmed. Constraints can be business or technical in nature and are defined as restrictions or limitations on possible solutions. A Dependency is a logical, constraint-based, or preferential relationship between two activities or tasks such that the completion or the initiation of one is reliant on the completion or initiation of the other.

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Assumptions, Constraints and Dependencies

Type	Description
Dependency	Content stocktake and decisions on content need to be done before information architecture can be started
Dependency	Procuring a supplier with the right skills and within budget
Constraint	Our procurement process is falling exactly over the summer shutdown period
Constraint	Working largely within our existing design and templates without major redevelopment
Constraint	We have no dedicated internal resource on this project, so must ensure project work is done amidst existing workload

Business Risk management is a subset of risk management used to evaluate the business risks involved if any changes occur in the business operations, systems, and process. It identifies, prioritises, and addresses the risk to minimize penalties from unexpected incidents, by keeping them on track.

Risk and Issues

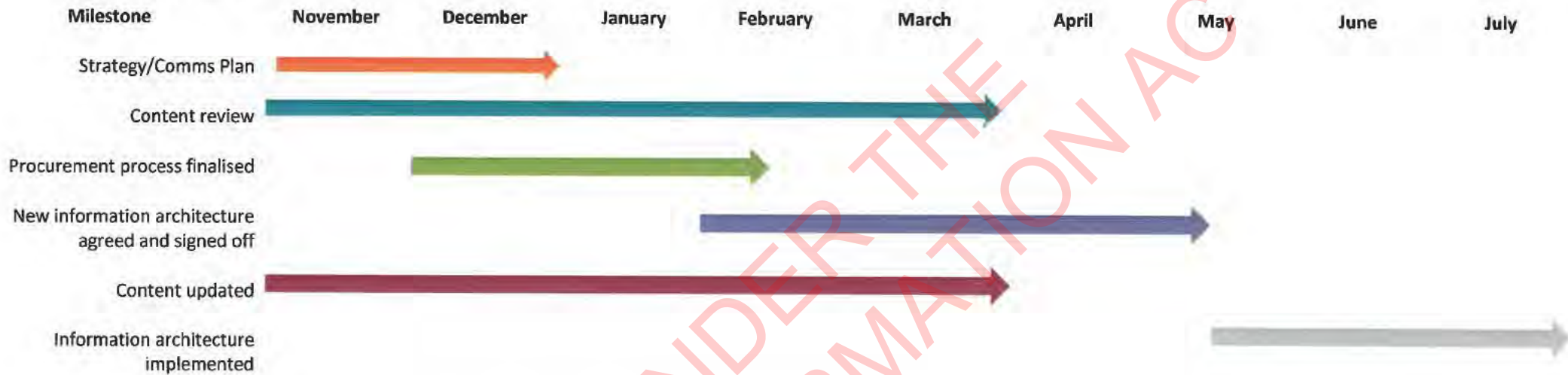
Type	Description
Risk	Risk: New navigation is not easier to use. Mitigation: User testing will be sufficient to ensure that any changes will be easier to use
Risk	Risk: Lack capability and capacity of resources Mitigation: Getting an external provider to take on the information architecture and user testing will help. Backfilling if necessary, so that project team members can devote time to the project.
Risk	Risk: Scope creep Mitigation: Clearly identify tasks in scope and out-of-scope.

3. Project Milestones

Milestones outline significant points of delivery within the project. Examples are, Completion of requirements, design, development/construction, approval of a major item e.g. Ministerial signoff. They are also points at which the viability of the project can be reassessed.

Milestones					
Start Date	End Date	Milestone	Deliverable	Owner	
Oct 2020	11 December 2020	Strategy			Communications
Oct 2020	11 December 2020	Communications plan	A brief plan on How we communicate this piece of work to: <ul style="list-style-type: none"> - Users of the site - Our staff - Other stakeholders How we launch		Communications
November 2020	March 2021	Content review and update	Content stocktake has been done and content reviewed and marked for remove, keep, needs updating. Potential future content identified.		Communications
November 2020	February 2021	Procurement process finalised	Contract signed with selected web design agency		Web Team
February 2021	May 2021	New information architecture agreed and signed off			Web Team
November 2020	March 2020(??)	Content updated	Content on our website is up to date		Communications and Web Team
May 2021	July 2021	Information architecture implemented	Our website is live with new information architecture		Web Team

Milestone Roadmap



4. Project Resources

Key Resources Outline the resource requirements to deliver the project, where they will come from i.e. Is a procurement plan required and have you contacted the procurement team to discuss?

Project Resources

Name/Role	Responsibilities	Internal/External (Puni/Team)	Contact/Fixed Term/Secondment	Est Cost
Deb Sidelinger, Web Architect	<ul style="list-style-type: none"> Lead project Provide understanding of web architecture, accessibility and the Government Web Standards – Web Architect and the Web Team 	Internal, Web Team, IS	--	--

Naomi O'Connor, Senior Advisor Communications	<ul style="list-style-type: none"> • Provide analytics as required <p>Provide:</p> <ul style="list-style-type: none"> • An understanding of the purpose of the website as a channel, and the role it plays in Te Puni Kōkiri communication strategy • An understanding of our audiences and their needs – Senior Advisor, Communications • An understanding of the content and its currency – business units, with associated Communication Leads (coordinated within Communications team) 	Internal, Communications, OS	–	–
Michael Stevens	<ul style="list-style-type: none"> • Integration of any template changes into the content management system • Backend programming, if required • Front end programming – HTML/CSS if required 	Web Team, IS	–	–
Web design agency	<ul style="list-style-type: none"> • Lead us through a process of grouping content and creating a usable information architecture • User testing of proposed information architecture(s) • Layout/template design 	External	–	Contract, RFQ or RFP process through Procurement

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Translator

- Front end CSS/template coding, if required (This may be done internally, but we may also get the web design agency to do it)
- Translate new or revised content and navigation as necessary

External

Will use list of certified translators

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5. Project Financials

Financial Administration Requirements

Required	Item/Amount	Notes
Maximum Cost:	\$120,000	
Budget code:	7120	
Account code:	3342	

Budget - Estimated budget based on market rates for external contractors.

Budget

Deliverable	Resource	Rate	Effort	Cost
New Information Architecture	Web design agency			\$50,000
Revised templates / Programming	Web design agency			\$45,000
Translations	Certified Translator			\$25,000
Sub Total				
Contingency				
TOTAL (*excludes GST)				\$120,000

6. Delegated Financial Authority Approval

Approval: **Greg Duncum**
 Manager, Information Services

9(2)(a)

Name of Delegated financial Authority

Signature of Delegated financial Authority

7. Approvals

Role	Name	Signature	Date
Project Sponsor	Bev Penjueli	9(2)(a)	3/12/20
Business Lead	Deb Sidelinger		2/12/2020
PMO Manager			

Submit Form to pmo@tpk.govt.nz for review and support in developing the project plan on a page

Website Refresh Project High Level Plan 2020/2021

Last edited by: Deb Sidelinger,
On: 1 December 2020
Version 1.0

Vision	Our vision: Our website is a place where our key audiences can find information easily and trust the information they find.
Background	<p>The existing Te Puni Kōkiri website was launched six years ago, and in that time the number of funds we offered increased significantly. The Whakamahia section became very unwieldy. A “funding portal” which would improve access to the funds was proposed three years ago. This did not get approved by the Investment Sub-Committee, so did not proceed. As a result, navigation remains unwieldy and content difficult to find.</p> <p>In the meantime, the role of Te Puni Kōkiri as the principal policy advisor to Government on Māori outcomes has been clarified, and the resulting shift in how we work needs to be better reflected in the website approach.</p>
Objective	<p>The purpose of this project is to update our website to improve navigation, update content and reflect shifts in how we work, so that users of our site can find information easily and trust the information that they find. This will include:</p> <ul style="list-style-type: none"> • A content stocktake, and updating or removing content as required • Improving the navigation so that content is easier to find • Possible redesign of home page to reflect the Ministry’s positioning for strategic impact. • Updating our user focus, to ensure key future users are considered in the refresh
Key audiences	<p>In our current role in government, the main audiences for our website are:</p> <ul style="list-style-type: none"> • Media • Public service colleagues • Māori organisations and other non-government organisations • People looking for funding and other direct support.

	<p>General whānau/public audiences will be recognised as a user, but will not be considered a primary user, as other government websites provide the key citizen and consumer information (e.g., business, education, social development, housing, health, Unite Against COVID-19 etc). Similarly, we recognise staff use of the website for reference.</p>
<p>Governance</p>	<ul style="list-style-type: none"> • Project Sponsor: Deputy Secretary, Organisational Support • Project Coordinator: Candice Clifton, PMO • Project Oversight: Manager, Information Services; Manager, Communications • Lead: Web Architect • Support and Comms Lead: Senior Advisor, Communications • Other internal resources: Web Team, Communication advisors, content owners <p>We propose a small Reference Group consisting of managers and directors from across the organisation, who would provide advice and feedback at key milestones in the project.</p>
<p>Resources</p>	<p>The following skills and abilities are required, and where we propose to source them:</p> <ul style="list-style-type: none"> • Understanding of web architecture, accessibility and the Government Web Standards – Web Architect and the Web Team • Understanding of the purpose of the website as a channel, and the role it plays in Te Puni Kōkiri communication strategy – Senior Advisor, Communications • Understanding of our audiences and their needs – Senior Advisor, Communications • Understanding of the content and its currency – business units, with associated Communication Leads (coordinated within Communications team) • Analytics – obtain analytics on how our site is used – Web Architect • Experience at grouping content and creating usable information architecture – external provider • Experience at user testing – external provider • Layout/template design – external provider

	<ul style="list-style-type: none"> • Front end CSS/template coding – possibly external provider, or Web Team • Backend programming, if required – Web Team • Content management system – Web Team
Deliverables	<p>The main deliverable is a website with improved navigation and ability to find information easily.</p> <p>Sub-deliverables:</p> <ul style="list-style-type: none"> • Strategy one- or two-pager • Content review plan – what to keep, what to remove, what to update • Proposed options for Information Architecture – options for navigation/grouping content • User testing plan – who to test and how • Communications/launch plan – who needs to be informed of changes, when and how • Implementation plan – how we are actually going to move the content around into a new navigation
Timeframes	See attached high-level timeline in Appendix 1.
In Scope	<p>In scope:</p> <ul style="list-style-type: none"> • Updating content • Removing content • Regrouping content and introducing improved navigation for the site • Adjustments to the home page template to accommodate improved navigation • Adjustments to content page and other templates to accommodate improved navigation
Out of Scope	<p>Out of scope:</p> <ul style="list-style-type: none"> • Rebranding/redesign • Colour palette changes • Completely new layouts/templates • Changes to functionality <p>This is not a rebranding, redesign or complete redevelopment exercise. We wish to keep existing design, colour palettes, layouts and functionality. We realise there may need to be some adjustment to layout and design, as</p>

	layout and information architecture are tightly intertwined, but we are looking to build on our existing site and not start from scratch.
Risks	<p>Risk: New navigation is not easier to use. Mitigation: User testing will be sufficient to ensure that any changes will be easier to use</p> <p>Risk: Lack capability and capacity of resources Mitigation: Getting an external provider to take on the information architecture and user testing will help. Backfilling if necessary, so that project team members can devote time to the project.</p> <p>Risk: Scope creep Mitigation: Clearly identify tasks in scope and out-of-scope.</p>
Standards	Any changes need to meet the Government Web Standards for accessibility and usability. Any design work needs to meet Te Puni Kōkiri's brand style guide.
Cost	<ul style="list-style-type: none"> • Outsourcing the information architecture and user testing - \$50K • Possible development work because of layout and template changes - \$45K • Translation - \$25K

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Appendix 1 – Timeline

Stage/tasks	Who	Deliverables/outcomes	Timeframe
Strategy <ul style="list-style-type: none"> Purpose of the site and how it fits into the overall organisational strategic direction and communications strategies. How it fits in or supports other channels Our audiences and what they need from the site 	Lead: Communications Support: Web Team (by helping Comms understand how site is currently used, e.g., analytics)	Brief one-pager documenting this, as this will help guide decision-making.	11 December 2020
Communications Plan	Lead: Communications	<ul style="list-style-type: none"> How we communicate this piece of work to: <ul style="list-style-type: none"> Users of the site Our staff Other stakeholders How we launch 	11 December 2020
Content Review <ul style="list-style-type: none"> Content stocktake – list content areas and owners Content marked to be kept, updated, removed Action plan for updating/reviewing 	Lead: Communications for identifying content to be removed and liaising with content owners on removal and updating of content Lead: Web Team for initial stocktake, and removing and updating content	<ul style="list-style-type: none"> Stocktake of content Decision on each piece of content Plan for actioning 	November 2020 – March 2021
Procurement <ul style="list-style-type: none"> Identify potential external providers with IA, usability and user testing expertise 	Lead: Web Architect Support: Communications and Web Team	<ul style="list-style-type: none"> RFQ or RFP document Evaluation and selection notes Signed contract 	November 2020 – February 2021

<ul style="list-style-type: none"> • RFQ or RFP – write and send to selected companies • Evaluation and selection • Contract negotiation and signing 			
<p>Develop new information architecture</p> <p>This will largely be driven by the selected provider but will include:</p> <ul style="list-style-type: none"> • Options for IA • User testing • Selecting an IA option based on user testing • How the new IA can be realised within our existing site • Any necessary layout/template changes 	<p>Lead: External provider</p> <p>Support: Web Team – advice and help as required</p> <p>Communications – help to identify potential users for testing. Other advice and help as required.</p>	<p>A new information architecture for the site (e.g., new overarching navigation and sub-navigation and the content that goes in each), based on strategy and user testing</p> <p>Possibly revised templates for layout of home page and content pages</p>	<p>February – May 2021</p>
<p>Implementation</p> <ul style="list-style-type: none"> • Update and remove content • Alter templates as necessary • Move sections of content around • Ensure re-directs are in place for old URLs 	<p>Lead: Web Team</p>	<p>Plan for how we action and implement this (e.g. set up a staging server, etc)</p>	<p>May – July 2021</p>
<p>Launch</p> <p>Go live with refreshed site</p>	<p>Lead: Web Team and Communications</p>	<p>Refreshed site goes live.</p>	<p>July 2021</p>

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Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Request for Quote (RFQ)

Te Puni Kōkiri website refresh

RFQ released: 16/12/2020 at 01pm
Deadline for Supplier Questions: 22/12/2020 at 12pm
Deadline for Proposals: 22/01/2021 at 5pm

Te Puni Kōkiri
143 Lambton Quay
Wellington 6011
New Zealand

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This opportunity in a nutshell

Who we are?

Te Puni Kōkiri, the Ministry of Māori Development, is the government's principal policy advisor on Māori wellbeing and development. Our vision is thriving whānau - when whānau are thriving, so do their communities, hapū, iwi and all of Aotearoa.

Our core roles are:

- Empowering whānau to succeed in their goals and aspirations
- Providing a strategic voice on Māori wellbeing in government decision-making
- Investing in innovation and capability at an iwi, hapū and whānau level
- Monitoring and challenging other agencies to deliver better results for Māori

We have 17 regional offices around the country, and a national office based in Wellington.

What we need:

Te Puni Kōkiri has a new strategic direction and we are seeking support to refresh our website to better meet our evolving needs. In addition, as content has grown, the navigation has become unwieldy and difficult to use. We want to reorganise the content on the site under new information architecture and revised navigation labels. We also want a fresh look at our home page with a view to highlighting and prioritising different elements on the page. We are seeking quotes to help with information architecture, user testing and home page design.

Section 2 – Our Requirements, provides an overview of our requirements.

What we do not want

We consider the following to be out of scope for this project:

- A complete redesign or redevelopment – we are not starting completely from scratch. We do not wish to change the overall branding, design, or colour palettes.
- New functionality – we are not looking to implement any new functionality in this process
- Content design – we are not looking to restructure the actual content itself, just re-organise it
- Moving content – we will handle setting up a staging server, and all the actual moving of content around into new groupings, redirects from old URLs, etc.



Section 1. Key information



1.1 Context

- a. This Request for Quote (RFQ) is an invitation to suitably qualified suppliers to submit a Proposal for the refresh of Te Puni Kōkiri website.
- b. This RFQ is a closed (AOG panel suppliers) competitive procurement process.
- c. Words and phrases that have a special meaning are shown using capitals e.g., Respondent, which means ‘a person, organisation, business or other entity that submits a Proposal in response to the RFQ. The term Respondent includes its officers, employees, contractors, consultants, agents, and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Proposal.’



1.2 Our timeline

- a. Here is our timeline for this RFQ.

Steps in RFQ process	Date
Release RFQ	16/12/2020
Deadline for Questions from suppliers	22/12/2020
Deadline for the Buyer to answer suppliers' questions	24/12/2020
Deadline for Proposals	22/01/2021 at 5 pm
Evaluation process	26/01/21 – 05/02/2021
Unsuccessful/successful Suppliers notified of award of Contract	11-12/02/2021
Anticipated Contract signing	18 February 2021
Contract start date	February 2021

- b. All dates and times are dates and times in New Zealand.



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact, who will manage all external communications through this Point of Contact.
- b. **Our Point of Contact:** Aurelio Silva – Senior Procurement Advisor
Email address: TPKtenders@tpk.govt.nz



1.4 Developing and submitting your Proposal

- a. This is a closed competitive tender process. The RFQ sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFQ. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#).



-
- ii. in structuring your Proposal consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach and key evaluation criterion.
 - c. For helpful hints on tendering and access to a supplier resource centre go to: [www.procurement.govt.nz / for suppliers](http://www.procurement.govt.nz/for-suppliers). The information on this website does not form part of this RFQ.
 - d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
 - e. In submitting your Proposal, you must use the **Response Form** provided alongside this RFQ as Appendix 1. This is a Microsoft Word document that you can download.
 - f. You must also **complete** and **sign** the declaration at the end of the Response Form.
 - g. You must use the pricing schedule template described on [Section 4](#) for your pricing information.
 - h. Non-price (as per Appendix 1) and Price information (as per Section 4) must be contained in two separate soft copy documents (PDF file) with associated assumptions and tags. No price information should be included in the Non-price sections.
 - i. Proposals must be submitted in PDF format.
 - j. Check you have provided all information requested, and in the format and order asked for.
 - k. Please submit your Proposals by the deadline for Proposals as indicated in Section 1.2. Late Proposals will not be accepted and will be returned to sender.
-



1.5 Address for submitting your Proposal

- a. Proposals must be submitted by email/electronically to the following address:
Email address: TPKtenders@tpk.govt.nz
 - b. The **subject field** of the email must describe: RFQ - TPK website refresh
Proposals sent by post, fax or hard copy delivered to our office, will not be accepted.
-



1.6 Our RFQ Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for Ninety (90) calendar days from the Deadline for Proposals.
 - b. The RFQ is subject to the RFQ Process, Terms and Conditions (shortened to RFQ-Terms) described in Appendix 2 attached.
 - c. The evaluation panel may reject Proposals that are incomplete, do not pass our compliance check (pre-qualification stage), that takes place right after the deadline for proposals or do not follow the instructions in Appendix 1 (Non-price Response Form) or otherwise set out in this RFQ.
-



1.7 Later changes to the RFQ or RFQ process

- a. If, after releasing the RFQ, we need to change anything about the RFQ, or RFQ process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice via email addressing all suppliers.
-



Section 2. Our Requirements

2.1 Background

The existing Te Puni Kōkiri website was launched six years ago, and includes five top-level sections:

- **Mō Te Puni Kōkiri** – information about us as an organisation. Also includes our news stories and job vacancies.
- **Ā mātou kaupapa** – a space to highlight our work programmes and significant pieces of work we undertake in the public policy space.
- **Whakamahia** – funds, services and other information aimed at the whānau, hapū, iwi and Māori organisations and businesses.
- **Ō mātou mōhiotanga** – our publications and reports. Also includes publicly released OIA responses and Cabinet Papers.
- **Whakapā mai** – Contact information for our regional offices and national office.

Since its launch, the number of funds we offered increased significantly, and the Whakamahia section has become very unwieldy. Our work programme priorities have also shifted over time, resulting in confusing navigation.

Also, recently the role of Te Puni Kōkiri as the principal policy advisor to Government on Māori outcomes has been confirmed, and the resulting shift in our priorities needs to be better reflected on the website.

2.2 What we require: The solution

2.2.1 Information architecture

Over time the content on our site has grown and priorities have shifted, leaving the existing information architecture unwieldy, and information hard to find. We would like you to lead us through a process of developing a new top-level and, where appropriate, second-level navigation so that our key audiences can find the information they are looking for.

Consideration will also need to be given to how any new navigation will be accessed in mobile devices.

2.2.2 User testing

To ensure that our new navigation will meet the needs of our intended audiences, we require user testing of any proposed information architecture. Our key audiences are:

- Media and Public services colleagues
- Māori organisations and other non-government organisations
- People looking for funding and other direct support

2.2.3 Design

- **Home page**

We think this is an opportunity to relook at our home page with our new strategic direction in mind. In particular, the layout, space and priority given to elements are no longer meeting our needs.

- **Lower-level pages**

We realise that a new navigation might require some change to layout. We hope to keep that to a minimum.

- **Accessibility**



Any proposed changes to templates will need to consider how these will look on a range of screen sizes. We currently have five breakpoints or screen sizes that we cater for: large desktop, desktop, small desktop, tablet, and mobile phone. Please note that the layouts are not radically different between most of them – the main change is the placement of the navigation.

2.2.4 Front-end HTML and CSS

Any changes to the home page or lower-level templates would require changes to the HTML and CSS. We do have some capacity to do this in-house but, if possible, we would like you to do this work. HTML and CSS will need to meet the standards set out below and take into consideration the breakpoints for the set of screen sizes described in the Accessibility topic above.

2.2.5 Standards

Any changes to navigation or templates will need to meet:

- New Zealand Web Government Standards
<https://www.digital.govt.nz/standards-and-guidance/nz-government-web-standards/>
- General best practice for accessibility and usability
- Te Puni Kōkiri Brand Style Guidelines

2.2.6 Timeframe

We hope to begin work on this project in February 2021.

2.3 Information we need from you

Suppliers will need to demonstrate they have the necessary knowledge, skills, and experience to undertake the work outlined in this RFQ. We would like you to provide the following information:

Capability

- An overview of your organisation
- Your approach to information architecture, including methodologies and tools you use
- Your approach to user testing, including methodologies and tools you use
- Your approach to developing visual design
- Demonstrate a track record of delivering projects of a similar scope and focus
- Provide a profile summary of proposed team members with the necessary technical skills and expertise for successful delivery
- Any reference sites you could point to and names and contact details of two referees
- Timeframe in which the project can be completed.

Working within a Te Ao Māori context

- Understanding of working within Māori environment.
- Your Te Ao Māori project experience with Māori businesses, communities, and groups.
- Give examples of developing solutions in the face of challenge within a Māori context



2.4 Contract term

We anticipate that the Contract will commence in February 2021. The anticipated Contract term is:

Description	Years
Initial term of the Contract	3-4 months

2.5 The key outcomes for the Buyer

- 1) The Buyer will assess the proposals to identify the best “public value” response.
- 2) The services are delivered within timeframe and in accordance with the Conditions of Contract.
- 3) There is a minimal operational disruption to the website throughout the project.
- 4) The health & safety requirements are always met, and there are no health & safety incidents.
- 5) Best practice, new capabilities and innovative ideas are adopted by the supplier to deliver a public value solution, quality service and on-time delivery.

2.6 Equal employment opportunities for New Zealand workers

Te Puni Kōkiri considers that “Public Value” in a contract does not just relate to price, but involves more comprehensive social, cultural, and economic broader outcomes to offer when engaging in business with Māori communities. Te Puni Kōkiri will take into consideration whether the provider and its subcontractors pay its employees a fair and reasonable wage throughout the whole-of-life of the contract.

Further to this, recognising the aims, aspirations, and cultural differences of New Zealand workers, including Māori communities, Pasifika people, immigrants, women, gender diverse people and various other social, cultural and ethnic minority groups, and helping them attain these aims and aspirations through fair and reasonably paid employment as well as providing long-term employment and skills training opportunities for their development and better qualification to work.

2.7 Other important information

- a. Payment will be monthly on invoice.
- b. New intellectual property arising as a result of the Contract will be the property of Te Puni Kōkiri, and as such Te Puni Kōkiri shall be entitled in the future to use and disclose such new intellectual property for any purpose.

2.8 Other tender documents

In addition to this RFQ we refer to the following documents. These have been uploaded on GETS (when applicable) or send via email and are available for all interested suppliers. These documents form part of this RFQ. Include as attachment (for information to prospective Respondents):

- Appendix 1: Non-price Response Form
- Appendix 2: Contract (Terms & Conditions)



Section 3. Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used to evaluate Non-price responses is a weighted attribute (weighted criteria). The price will not be a weighted criterion.

Te Puni Kōkiri will consider a two separate PDF files (Non-price response and price proposal). This means that Respondents must provide all financial information relating to price, expenses, and costs in a separate proposal. The panel will only open supplier's pricing proposal once general criterion scoring is completed.

Suppliers proposals that demonstrate they can deliver the best support to, and partner with Māori communities, will be shortlisted. The Proposal that scores the highest percentage within the general evaluation criterion will be selected as successful Respondent.

3.2 Evaluation criteria

Proposals will be assessed against the evaluation criteria and weightings listed below.

Criterion	Weighting
1. Your approach to and experience in information architecture	20%
2. Your approach to and experience in user testing	20%
3. Your approach to visual design	20%
4. Capability of the Respondent to deliver <ul style="list-style-type: none"> Demonstrate a track record of delivering projects of a similar scope and focus. Provide a profile summary of proposed team members with the necessary technical skills and expertise for successful delivery. 	20%
5. Te Ao Māori project experience	20%
Total weightings	100%

3.3 Scoring

The following scoring scale will be used in evaluating Proposals. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6



MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with little or no supporting evidence.	0

3.4 Price

We wish to obtain the best "public value" over the whole-of-life of the Contract. This means achieving the right combination of; fit for purpose, quality, timely, quantity and cost-effective service delivery offer considerations is critical. The price information is described in Section 4.

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), we may seek to verify whether the Respondent is capable of fully delivering all of the requirements and meeting all of the conditions, for the price quoted.

3.5 Evaluation process and due diligence

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings of which, will be taken into consideration in the evaluation process. Should we decide to undertake any of these, shortlisted suppliers will be given reasonable notice.

- a. reference check the Respondent organisation and named personnel
- b. other checks against the Respondent (e.g., Companies office, registers etc.)
- c. inspect audited accounts for the last three financial years and undertake a credit check



Section 4. Pricing information

4.1 Pricing information to be provided by Respondents

Respondents must meet the following:

- a. Te Puni Kōkiri will evaluate the following cost options, which can be either a:
 - fixed price quote, or
 - a time and materials quote with an indication of how long the work would take.

It would be very useful to us if the quote will be broken down into the four main services, such as:

- Information architecture
 - User testing
 - Design
 - Front-end HTML/CSS
- b. the pricing schedule is to show a breakdown of all costs, fees, expenses, and charges associated with the full delivery of the requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price exclusive of GST.
 - c. where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
 - d. in preparing their proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the proposal and pricing information to manage such risks and contingencies.
 - e. suppliers are to document in their proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the requirements is to be stated, and the cost estimated if possible.



Section 5. Our Proposed Contract

5.1 Proposed Contract

The Proposed Contract that we intend to use for the purchase and delivery of the Requirements is attached as Appendix 2.

In submitting your proposal, you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract or wish to negotiate new terms and/or conditions.

The Non-price Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

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Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Response Form

In response to Request for Quote

by: Te Puni Kōkiri

for: Website Refresh

ref: TPK website Refresh

Date of this Proposal: 22 January 2021

Response from:



IDIA Indigenous Design &
Innovation Aotearoa

Out of scope

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1. About the Respondent

Our profile

This is a **joint** Proposal, from **Indigenous Design & Innovation Aotearoa (IDIA)** and **Out of scope** (together the Respondents) to supply the Requirements of this RFQ.

Profile: IDIA	
Item	Detail
Trading name:	IDIA
Full legal name (if different):	Indigenous Design & Innovation Aotearoa Limited
Physical address:	Level 6, 234 Wakefield Street, Wellington, 6011
Postal address:	PO Box 19280, Marion Square, Wellington , 6141
Registered office:	Level 6, 234 Wakefield Street, Wellington, 6011
Business website:	http://www.idia.nz
Type of entity (legal status):	Limited liability company
Registration number:	6906433
Country of residence:	New Zealand
GST registration number:	126278276

Out of scope

Our Point of Contact

Item	Detail
Contact person:	Miriame Barbarich
Position:	Director (IDIA)
Phone number:	+64 4 802 4802
Mobile number:	9(2)(a)
Email address:	9(2)(a)@idia.nz

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2. Response to Proposal

Ngā mihi ki a koutou ngā tangata o Te Puni Kōkiri

Ka nui te koa ki roto i ō mātou ngākau kua whakautu mātou ki tō koutou RFQ. Ngā mihi māhana ki a koutou mō ō koutou mahi hei whakapiki i te iwi Māori. Kei te tika tō koutou ingoa, nā reira kōkiri mai, kōkiri atu.

Ānei ētahi kaimahi o IDIA me [Out of scope] hoki, kua whakaururu mātou hei whakautu i te RFQ nei. Nō reira tēnā koutou, tēnā koutou, tēnā tātou katoa.

Overview of our solution

We're excited to respond to your RFQ to help refresh the TPK website. As digital professionals, Māori in business who look to TPK for support, and regular visitors to your website you can imagine how often we talk about how we would redesign your website. We'd love to work with you to reorganise your content and refresh the homepage – signally your new strategic direction and improving the overall digital experience and engagement opportunities for your audiences.

As a Māori organisation, the team at IDIA (indigenous Design & Innovation Aotearoa) are highly familiar with the TPK kaupapa and are fortunate to have been recipients of TPK funding. We are regular visitors to the TPK website and would love the opportunity to work with you on this project. As a cultural creative consultancy, our focus is on strategically designing experiences that provide the best outcomes for indigenous people first and others through impact, and as such we see this project being the perfect fit.

To deliver the best outcome for your project, we recognise the strength of partnership and together with [Out of scope] We offer you a team and a level of expertise that is founded in cultural context, industry leadership and passion for your kaupapa. [Out of scope] are New Zealand's world leading open source company based here in Wellington and they will bring their technical expertise to our partnership, leading the HTML/CSS development. Collectively, we will deliver TPK a new site structure and fresh homepage experience (and relevant template components).

Through our partnership, IDIA and [Out of scope] also want to achieve some additional goals for Māori. Māori are highly underrepresented in the IT and creativetech sector (making up less than 3% of the current workforce). IDIA and [Out of scope] are looking for opportunities to partner and work on projects where we can help build Māori sector capability and capacity, and grow industry awareness of the strength and unique skills and perspectives Māori bring to the sector for Aotearoa New Zealand and internationally.

Together, IDIA and [Out of scope] are proud to present this proposal. We believe we have the team, capability and context to help TPK deliver a culturally centred, technically robust solution to provide great outcomes for your audiences and business.

Our proposal that follows presents our delivery approach, our ability to deliver on the requirements outlined in your RFQ, and indicative timing and pricing for delivery.

We would love the opportunity to talk through our proposal with you.

Mauri ora

Our Approach

Our response is provided in three parts:

1. Responding to your evaluation questions – as requested our response to your questions are in this document
2. Describing our approach, our team and our experience – please refer to Appendix 1 (IDIA **Out of scope** Approach) for this information. We felt we were more easily able to express ourselves visually
3. Pricing Response – as requested our pricing response is provided separately as Appendix 2.

At a Glance

We've structured our approach around the delivery stages visualised below.



This approach is an industry standard - however, we overlay this with our culture centred design approach, our user centred design and design thinking methodologies and our best practice develop approach and standards. We're also highly collaborative, pragmatic and efficient.

Questions relating to the evaluation criteria

1. Your approach to and experience in information architecture

Our approach to information architecture is naturally focused on the needs of your audiences – the people you serve, the people you share information and knowledge with, and those you partner and work with to provide better outcomes for Māori and Aotearoa New Zealand now and in the future.

We will work with you to understand your audiences and their needs and to understand your business, information and offering. We use these insights to craft narratives, using our Māori world context, to describe your website purpose and ways for your audiences to engage and interact with your information. In the process we consider the range of relationships your audiences have with

TPK, the contexts and mindsets in which they engage, and the opportunities to build relationships that are rich, meaningful and valued.

Once we have these narratives we ideate different concepts, models and structures for your information and content. We map journeys and pathways through proposed structures to ensure audiences can quickly and easily navigate to the information they're seeking or explore and browse your offering. We also check against your existing website analytics to ensure content that is highly visited is easily accessible, and ensure that our solution meets all the diverse needs and abilities of your audiences – be they personal or technical.

We will work with you to assess and prioritise the site structure concepts or models that are most appropriate to test with your target audience. For your project we recommend testing using online tools so your test participants can 'sort' content into relevant groupings, and complete scenario based tasks by navigating their way through tree structures.

The insights from these tests will help us refine the site structure concepts and deliver the final solution that we feel will provide the best experience for your audiences and your business.

2. Your approach to and experience in user testing

As cultural designers our approach to user testing is all about people and relationships. This is our chance to not only see how your audiences - the people who want and need your services, interact with your information and offering – it's also where we get a feel for the relationship they want, need and expect from you as a government organisation providing services to Māori.

Key to our approach is the development of our test plan. This is where we confirm your target audiences, and we identify who is best to test with - who will really interrogate, challenge and question the concepts being proposed, and the most appropriate way to engage.

We already know that people, especially Māori, are highly researched so we want to ensure that our engagement approach and our expectations of their time and knowledge are recognised, respected, and valued.

For your project we propose testing our proposed site structure concepts in two ways:

- **Site structure online testing** - we recommend the use of Optimal Workshop online testing tools. OptimalSort enables test participants to sort and group content categories, and TreeJack enables them to complete scenario based navigation tasks to see if they can find relevant information. These online tools enable us to reach a larger number of participants in varied locations and for them to complete test tasks in their own time, space and pace. We aim to engage 10-15 people in online testing.
- **Site structure and design kanohi ki te kanohi testing** – we love nothing more than sitting with people, sharing energy and conversation, to really understand how they interact, experience and relate to proposed site structure concepts and designs. For your project we propose kanohi ki te kanohi testing proposed designs and the site structure options together. This will enable us to see how people engage with the design and site structure together. We propose using an online design tool – Figma – to provide a clickable interactive environment for engaging test participants. We aim to engage 5-7 people in kanohi ki te kanohi testing.

Once we have the insights from our test engagements, we'll provide a high level overview of the feedback and recommendations for refinement of the structure and designs.

3. Your approach to visual design

We'll be working closely with your existing website design framework for this project which, in many ways, streamlines our approach.

- **Understanding the existing design landscape** – during the Discovery phase we'll get an update on your brand guidelines (we have some knowledge from previous projects) and we'll get an understanding of the current website templates (structures, components and elements etc).
- **User interface concept development** – again, we'll focus on your audience needs and insights, utilising the insights and narratives from previous stages to inform the ideation process. Ideation will involve hand drawn wireframe concepts to visualise ways in which content and interactions can be prioritised, mapped and expressed to provide different experiences for your audiences. Our focus will be on the homepage and navigation components. However, we'll also explore any relevant components that support access to content and information recommended in the site structure concepts.
- **User interface design development** – we'll move from hand drawn designs into visual design (using your existing design styles). We'll use an online design application, Figma, as this will enable us to create high fidelity designs (including for desktop and mobile), integrate site structure concepts, and create an online test environment. We'll work with you to agree the most appropriate designs for testing.

The designs will be refined and finalised once testing is complete.

We also ensure that throughout the design process we've considered any technical requirements, constraints and potential opportunities. We also continually consider accessibility requirements and how the design and development will meet the appropriate standards.

Your approach to HTML/CSS

We have a long history of front end development using up to date best practice approaches and frameworks with a focus on developing clean, maintainable, accessible HTML and CSS to give users and fellow developers the best experience possible. For this project we will focus on:

- Consulting and reviewing visual design to ensure content is accessible, and can be achieved technically;
- Discovery: Understanding the existing code base and work with you to define an approach to:
 - build new material, while keeping the rest of the site intact;
 - make sure code can be delivered and integrated easily, with support if required;
 - make sure any new variables can be easily switched over to be the default if required;
 - work out CSS preprocessor use/integration if applicable, and;
 - define supported browsers, devices and operating systems.

- Accessibility is at the heart of our development: writing semantic HTML ensures users of all abilities are able to use the site with ease. We understand and build to WCAG 2.1 AA Accessibility Standards by default.
- Our extensive experience in Bootstrap provides a good head start, mark up consistency, and re-use of variables and responsive breakpoints.
- Testing: we will continuously review work to ensure the site is presented and behaving as expected at different breakpoints and within platforms defined in Discovery. This will include testing to ensure the site is meeting AA Accessibility Standards.
- Handover and Support of the code to TPK and its integration into the existing site.

4. Capability of the Respondent to deliver

We have provided an overview of our team, organisations and work in Appendix 1 - Our Approach and alongside our Te Ao Māori project experience.

Together IDIA and Out of scope bring extensive, long-term experience and leadership in the delivery of culturally centred, digital solutions in Aotearoa and globally. We cover all areas of digital design strategy, research, design, content and development.

5. Te Ao Māori project experience

As a cultural creative agency everything we do at IDIA is founded in our indigenous worldview. We're cultural designers, change makers and innovators and we're constantly looking to influence and design global change through an indigenous lens.

We are unapologetically indigenous first. We get to call on the lessons, learnings, and innovations our ancestors worked so hard for and left for us to continue – this enables us to design through our unique indigenous lens. We get to integrate our lens with the learnings and universal design methodologies we have from a western perspective and through working with our pakehā colleagues and partners – giving our approach and outcomes their own special magic.

We have created a number of culturally centred design tools to help us ensure our Te Ao Māori context remains at the heart of what we do. These tools include:

- Culture Centred Design is framed around indigenous people, knowledge and ways of being in the world and puts indigenous people at the front of the design process
- Ka mua, Ka muri – our 'Ka Mua, Ka Muri' model enables us to learn from the riches of our past, harness the collective thinking of the present, and design for the potential of our future. We do this by exploring purakau, whakatauki, toi Māori and Māori matauranga, perspectives and contexts as guidance for realising our solution
- Cultural Integrity Scorecard – helps people start conversations, assess intentions and truly understand the cultural integrity of their work

For more detail visit our website – <https://www.idia.nz/tools>.

Collectively IDIA and Out of scope have worked on many Te Ao Māori projects including:

- [ĀPŌPŌ](#) – our creative tech accelerator for indigenous designers and innovators designed to help grow Māori and indigenous peoples capability and capacity to design futures through an indigenous lens. Seed funding provided by TPK
- [Te Mana Raraunga](#) – the Māori Data Sovereignty Network
- [SING Aotearoa](#) – supporting the development of indigenous understanding of genomics alongside some of the best researchers in New Zealand and the world
- [ENRICH](#) – a global initiative centering Indigenous rights to develop, control and govern Indigenous data
- Te Mātāwai – website redesign, data visualisation centre to support the restoration and nurturing of te Reo Māori (in progress)
- UNICEF – indigenising the UNICEF Aotearoa New Zealand brand (in progress)
- DIA – Hāpai Hapori – culture centred strategic research and recommendations for the future of community funding
- [Te Haeata](#) – a searchable online register of Treaty settlement commitments
- [Māori Television](#) – design and delivery of a bilingual website
- [Television New Zealand](#) – America’s Cup artwork (broadcast, environment, print)
- [Whetūrangitia – Bereaved Families](#) – a web-based support resource for parents, family and whānau who have suffered the death of a child or baby, catering to stillbirth, miscarriage, neonatal death, or fetal abnormality

Assumptions

- Discovery – Research & Insights
 - Discovery aims to gather necessary insights to inform delivery of the design and development. It will be high level and assumes TPK team members will be able to provide the necessary information for us to proceed. We have not allowed for engagement with external stakeholders
- Design – Information Architecture – developed to a maximum of 4 levels
- Design – User interface – this is limited to the Homepage, navigation and agreed page elements. It excludes illustration, photography creation and / or licensing
- Design – User testing – assumes 10-15 people for online testing and 5-7 people for kanohi ki te kanohi engagement. We assume TPK will support identification and recruitment of participants
- Development – HTML & CSS
 - Only the Homepage and header/footer will be designed and built to Accessibility AA standard
 - Any issues on other templates/pages are out of scope

3. Price

We have provided our Pricing Schedule as Appendix 2

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4. Proposed Contract

Having read and understood the Proposed Contract, in the RFQ Section 5, we have the following suggestions to make. If successful, we agree to sign a Contract based on the Proposed Contract subject to negotiating the following clauses:

9(2)(b)(ii)

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9(2)(b)(ii)

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9(2)(b)(ii)

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5. Referees

9(2)(a)

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9(2)(a)

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6. Our declaration

Respondent's declaration: Indigenous Design & Innovation Aotearoa		
Topic	Declaration	Respondent's declaration
Collection of further information:	<p>The Respondent/s authorises the Buyer to:</p> <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Proposal. <p>The Respondent/s agrees that all such information will be confidential to the Buyer.</p>	Agree
Requirements:	<p>We have read and fully understand the nature and extent of the Buyer's Requirements as described in Section 2. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.</p>	Agree
Ethics:	<p>In submitting this Proposal, the Respondent/s warrants that it:</p> <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ c. has not attempted to influence, or provide any form of personal inducement, reward, or benefit to any representative of the Buyer. 	Agree
Offer Validity Period:	<p>I/we confirm that this Proposal, including the price, remains open for acceptance for the Offer Validity Period stated in Section 1, paragraph 1.6.</p>	Agree
Conflict of Interest declaration:	<p>The Respondent warrants that it has no actual, potential, or perceived Conflict of Interest in submitting this Proposal or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ</p>	Agree

process the Respondent/s will report it immediately to the Buyer's Point of Contact.

Details of conflict of interest: Not applicable

DECLARATION

We declare that in submitting the Proposal and this declaration:

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

We understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Proposal may result in the Proposal being eliminated from further participation in the RFQ process and may be grounds for termination of any Contract awarded as a result of the RFQ.

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

Signature:

9(2)(a)

Full name: Miriame Barbarich

Title / position: Director

Name of organisation: Indigenous Design & Innovation Aotearoa Limited

Date: 22 January 2021

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Appendix 1: Approach

In response to Request for Quote

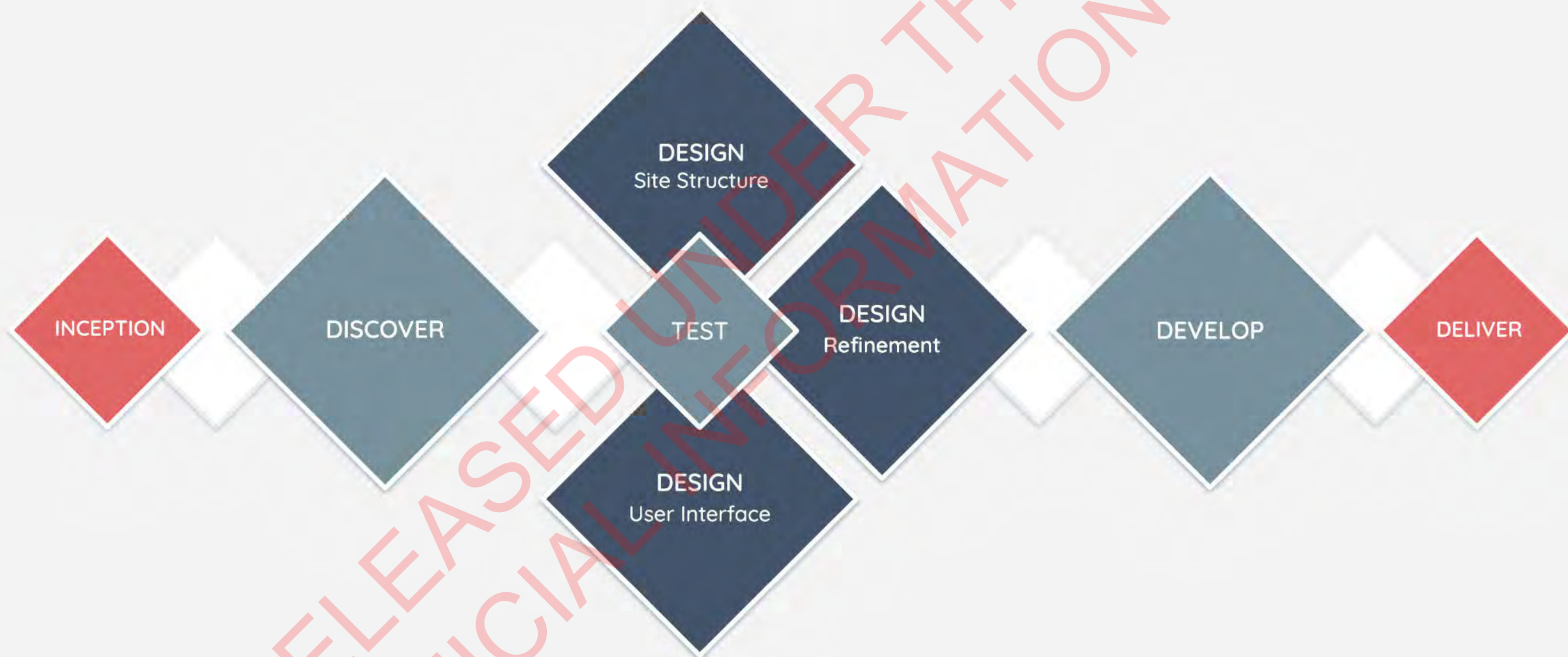
by: Te Puni Kōkiri

for: Website Refresh

ref: TPK website Refresh

Date of this Proposal: 22 January 2021

Our approach - at a glance



Our approach

Inception	Discover	Design
<ul style="list-style-type: none">• Whakawhanaungatanga – bring the team together to meet and agree how we'll work together• Project Management – confirm the project scope, timelines, constraints and opportunities• Project Delivery – familiarisation with the project landscape, audiences / stakeholder engagement opportunities, availability and access to research / insights / analytics etc	<ul style="list-style-type: none">• Strategic insights – understand the TPK strategic direction and offering, desired strategic outcomes• Audience insights – map audiences, their needs, behaviours and expectations• Content insights – understand current content (audit, models etc); review website analytics• Design insights – understand existing experience and journeys,, templates and opportunities for evolution and extension• Development insights – understand development landscape, confirm HTML / CSS template approach and delivery requirements, and define accessibility criteria	<ul style="list-style-type: none">• Information architecture design – ideate narratives, information structure concepts and potential audience content journeys; prioritise for user testing.• User interface design – understand audience needs and narratives, map potential user journeys, iterate initial design concepts ready for user testing• Design refinement – refine designs based on user feedback and agreed stakeholder prioritisation; finalise designs and prepare final artwork for development
<p>Deliverable Project Plan</p>	<p>Deliverable Insights Report Design and Development Pricing confirming</p>	<p>Deliverable Information Architecture Design templates and elements for delivery</p>

Our approach

Test	Develop	Deliver
<ul style="list-style-type: none">• Test information architecture (IA) - draft IA will be tested online (using Optimal Treejack) with a range of your key audiences and stakeholders• Test design concepts - Visual design concepts for the new Homepage, and changes to the navigation system will be tested using Optimal Chalkmark and / or Figma prototypes• User testing report - Findings and recommendations will be summarised for review• Refinement and handover - Agreed changes will be made to IA and designs - ready for handover to the development team	<ul style="list-style-type: none">• Design review - work with the design team to understand the scope of development, in line with the approach confirmed in the the Discover phase• Build - write accessible HTML and CSS to implement design• Review - work reviewed by another developer to ensure code quality• Test - continuously review work while building to ensure site is presented and behaving as expected	<ul style="list-style-type: none">• Information Architecture - delivery of final, user validated site structure and relevant content model definition• Designs - delivery of final artwork for all design templates and components with interaction specifications• User Testing - delivery of user testing Report• HTML / CSS - delivery of code ready for implementation
Deliverable User Testing Report, revised IA & Designs	Deliverable HTML and CSS code	Deliverable Research & Insights Report

Ko wai tātou

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He Tangata - Our team

We've gathered a team of experts to bring the magic and the rigour to your project. Together they bring a mix of deep experience across bicultural, digital and innovative contexts.

We offer a team who love change, who see potential, who understand the realities of life and business, and who can focus the design and delivery of solutions to deliver maximum benefit. The team understand your kaupapa, are consumers of your information and services, and continually work to ensure the indigenous voice and lens is prioritised in our delivery.

Our project team will be supported by the broader IDIA and **Out of scope** teams, including a number of rangatahi currently participating in capability programmes delivered by both companies.

**Miriame Barbarich, IDIA
Creative Strategist**

*Ngāti Maru ki Hauraki,
Ngāti Pūkiao, Ngāti Raukawa*

See LinkedIn Profile »

Out of scope

Out of scope

**John Moore, IDIA
Creative Strategist**

Ngāti Pākehā

See LinkedIn Profile »

**Dr Johnson Witehira, IDIA
Cultural Creative Director**

*Tamahaki, Ngāti Hinekura,
Ngai-tū-te-auru*

See LinkedIn Profile »

Out of scope

IDIA

Kia ora – we are Indigenous Design & Innovation Aotearoa.

IDIA was established in December 2017 by Miriame Barbarich, Johnson Witehira and John Moore. We're a cultural creative consultancy – a team of experienced creative consultants all with a passion for indigenous people and culture.

We focus on looking at how indigenous ways of knowing and being in the world can be used to influence positive change, transform systems, and create opportunities for new futures.

We do this by spearheading design projects that influence change on a global scale – improving wellbeing, education, the future of work, and economic stability.

We use our culture centred design model as a focus for engaging and understanding people and our knowledge systems and protocols for communicating and interacting. We ensure indigenous voices, values and perspectives inform, guide and shape the design and delivery of all solutions.



We also have extensive enterprise digital design capability and will bring this expertise to the project – applied through a cultural lens.

Together we want to support indigenous growth and excellence in the areas of design, communications, technology and innovation through design research, strategy and best practice, capability building, product and solution design, and delivery.

In 2019, IDIA established (with the support of TPK) the ĀPŌPŌ creativetech programme. ĀPŌPŌ provides an Māori shared workspace and design acceleration programme where students and businesses can work together in a culturally affirming context and environment.

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Out of scope

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He mahi

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IDIA

Te Mātāwai

IDIA are working with Te Mātāwai to redesign their website and create a new data centre to enable whānau, hapū and iwi (alongside their partners, stakeholders and investment community) to see and explore the transformation changes happening alongside Māori language revitalisation. These two initiatives will continue to provide a rich and real time view of the impact of investment and the value of māori medium resources and activities.

(Project currently in development) [Visit the website](#) »

Television New Zealand America's Cup

IDIA were approached to design the key graphics for the 2020-21 America's Cup campaign - to be applied across physical, digital and multimedia touchpoints. The highly stylised forms (designed by IDIA Creative Director Johnson Witehira) incorporate kowhaiwhai, manaia and the atua Tangaroa - and have been animated across all of TVNZ's broadcast graphics - providing a unique opportunity for Te Ao Māori designs to be seen on a global stage.

[Visit the Māori Television interview with Johnson](#) »

ĀPŌPŌ

IDIA are incredibly proud of ĀPŌPŌ - our creative tech accelerator for indigenous designers and innovators - launched in 2019 with seed funding provided by TPK. Designed to help grow Māori and indigenous peoples capability and capacity, we have facilitated and hosted 12 internships, numerous design collaborations and relationships with iwi, government, education and the private sector, 150+ Te Reo Māori language students (through our Te Ataarangi partnership); and continue to help design futures through an indigenous lens.

[Visit the website](#) »

Out of scope

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Contract for Services

Contract Details



Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

Website Refresh Services.

DOE: 47988

The Parties

The Buyer:

Te Puni Kōkiri
NZBN 9429041919729
143 Lambton Quay
WELLINGTON 6011

and

The Supplier:

Indigenous Design and Innovation Aotearoa Limited trading as IDIA
NZBN 9429046868282
Level 6
234 Wakefield Street
Te Aro
WELLINGTON 6011

The Contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions GMC Form 2 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

08/3/2021

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:

9(2)(a)

(signature)

Name: Greg Duncum
Position: Manager, Information Services
Date: 08/03/2021

9(2)(a)

Name: Mirilame Barbarich
Position: Director
Date: 08/03/2021

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08/03

Schedule 1

Description of Services

Contract Management and Personnel

Start Date	8 Poutū-te-rangi 2021 (8 March 2021)	<i>Reference Schedule 2 clause 1</i>
End Date	25 Haratua 2021 (25 May 2021)	<i>Reference Schedule 2 clause 1</i>
Renewal	N/A	<i>Reference Schedule 2 clause 1</i>

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	Deb Sidelinger	Miriame Barbarich
Title / position:	Web Architect	Director
Address:	143 Lambton Quay WELLINGTON 6011	Level 6 234 Wakefield Street Te Aro WELLINGTON 6011
Phone:	9(2)(a)	9(2)(a)
Email:	9(2)(a)@tpk.govt.nz	9(2)(a)@idia.nz

Addresses for Notices

Reference Schedule 2 clause 14

	Buyer's address	Supplier's address
For the attention of:	Deb Sidelinger	Miriame Barbarich
Delivery address:	143 Lambton Quay WELLINGTON 6011	Level 6 234 Wakefield Street Te Aro WELLINGTON 6011
Postal address:	PO Box 3943 WELLINGTON 6140	PO Box 19280 Marion Street WELLINGTON 6141
Email:	9(2)(a)@tpk.govt.nz	9(2)(a)@idia.nz

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

	Approved Personnel
Name:	Miriame Barbarich
Position:	Director
Specialisation:	Strategy, IA, User testing

Handwritten signature

Description of Services

Context

Te Puni Kōkiri (TPK) is seeking support to refresh the TPK website to reflect the new strategic direction, clarify roles and make information easier to find for users of the website. As content has grown, the navigation of the website has become unwieldy and difficult to use, therefore the need for reorganisation of content on the site is needed under new information architecture and revised navigation labels. A refresh of the home page with a view to highlighting and prioritising different elements on the page is also needed.

Description of Services

TPK will engage Indigenous Design & Innovation Aotearoa Limited, trading as IDIA, and **Out of scope** trading as **Out of scope** to provide the following services to implement new information architecture and revised navigation labels:

- **Information architecture:** developing a new top-level and, where appropriate, second-level navigation so that key audiences can find the information they are looking for.
- **User Testing:** undertake user testing of any proposed information architecture, to ensure the new navigation will meet the needs of intended audiences.
- **Design - home page:** develop a new design for the home page within the current brand guidelines. In particular, improved layout, space and priority given to elements on the home page.
- **Design - Navigation templates:** adjust any navigation templates, as necessary.
- **Front-end HTML/CSS:** implement any design/layout changes into HTML/CSS.

As per the Proposal submitted by IDIA **Out of scope** or otherwise agreed between us.

Deliverables and Milestones

Deliverable/Milestone	Performance Standards	Due date
New Information architecture	<ul style="list-style-type: none"> • Meets our communication needs; • Performs well in user testing; and • Meets New Zealand Government Web Standards. 	16 Paenga-whāwhā 2021 (16 April 2021)
User Testing	<ul style="list-style-type: none"> • Meets best practice industry techniques for user testing. 	16 Paenga-whāwhā 2021 (16 April 2021)
Home page design	<ul style="list-style-type: none"> • Meets our communication needs; • Complies with our brand guidelines; • Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices; and • Meets New Zealand Government Web Standards. 	23 Paenga-whāwhā 2021 (23 April 2021)
Any template changes as required for new Information Architecture	<ul style="list-style-type: none"> • Meets our communication needs; • Complies with our brand guidelines; • Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices; and • Meets New Zealand Government Web Standards. 	23 Paenga-whāwhā 2021 (23 April 2021)

Deliverable/Milestone	Performance Standards	Due date
HTML/CSS and associated documentation	<ul style="list-style-type: none"> Meets New Zealand Government Web Standards; Compatible with bootstrap styles; and Documentation is sufficient for us to be able to implement, with usage examples showing how tags/classes can be combined for different blocks or used independently. 	14 Haratua 2021 (14 May 2021)

Supplier's Reporting Requirements

Reference Schedule 2 clause 5.2

Report to:	Description of report	Due date
Contract Manager	Weekly progress reports.	Friday of each week for the duration of contract.

Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees

Reference Schedule 2 clause 3

The Supplier's Fees will be calculated as follows:

Hourly Fee Rate

For each hour worked an Hourly Fee Rate of **9(2)(b)(i)** excluding GST, up to a total maximum of \$50,000.00 excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

Expenses

Actual and reasonable — general Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to a total maximum amount of \$1000.00 excluding GST provided that:

- the Buyer has given prior written consent to the Supplier incurring the Expense
- the Expense is charged at actual and reasonable cost, and
- the claim for Expenses is supported by GST receipts.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

At the end of the month, for Services delivered during that month.

Address for invoices

Reference Schedule 2 clause 3

Buyer's address

For the attention of: Deb Sidelinger
 Address: Te Puni Kōkiri
 PO Box 3943
 Wellington 6140

Insurance

Reference Schedule 2 Clause 8.1

The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Schedule 2 and attachments

Schedule 2 of this Contract is amended as follows:

Current clause	Clause changed to
<p>Clause 12.2</p> <p>Supplier warranties: The Supplier warrants that:</p> <ul style="list-style-type: none"> a. it is legally entitled to grant the licence in clause 12.1(d), and b. the Buyer's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party. <p>The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.</p>	<p>Clause 12.2</p> <p>Supplier warranties: The Supplier warrants that:</p> <ul style="list-style-type: none"> a. it is legally entitled to grant the licence in clause 12.1(d), and b. the Buyer's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party. <p>The Supplier indemnifies the Buyer in respect of any expenses, damage or liability incurred by the Buyer in connection with any third-party claim that the delivery of the Services or Deliverables to the Buyer or the Buyer's use of them, infringes a third party's rights.</p>
<p>None.</p>	<p>New Clause 16.11</p> <p>"Supplier Warranties: The Supplier does not warrant that the Deliverables are free from defects or that use of the Deliverables will be uninterrupted. The extent of the Supplier's express and implied warranties is limited to remedying any non-compliance of a</p>

Current clause	Clause changed to
	<p>Deliverable with its expressly agreed requirements, provided that:</p> <ul style="list-style-type: none"> a. the non-compliance is notified to the Supplier within sixty (60) days from the earlier of the time of delivery to the Buyer or release to a production environment; and b. the non-compliance is not attributable to the acts or omissions of the Buyer or any third party who is not the Supplier's employee, agent or sub-contractor."
<p>None.</p>	<p>New clause 16.12</p> <p>Limitations on Liability</p> <p>The maximum aggregate liability of each Party for all claims arising out of or in connection with this Contract shall be an amount equal to the lesser of three times the total Charges and \$500,000. This limitation shall apply to the maximum extent permitted by law to any action between the parties, whether arising in contract, tort or otherwise.</p>

Attachments

Reference 'Contract documents' described at Page 1

None.

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Schedule 2

Standard Terms and Conditions— Services

Length of Contract

- 1.1 **Start Date:** This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date.
- 1.3 **Renewal:**
 - a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
 - b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
 - a. act in good faith and honestly in their dealings with each other
 - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
 - c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Services or the Charges, and/or
 - receive media attention, and
 - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
 - a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Services
 - b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services, within reasonable timeframes, and
 - c. pay the Supplier the Charges for the Services in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
 - a. deliver the Services:
 - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and

aps
[Signature]

quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and

- with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry
- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
- c. provide all equipment and resources necessary to deliver the Services, and
- d. comply with any relevant codes of conduct listed in Schedule 1, including (if applicable) the Supplier Code of Conduct issued by the Procurement Functional Leader (see www.procurement.govt.nz).

2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:

- a. use those Approved Personnel in delivering the Services, and
- b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.

2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.

2.6 **Health, Safety and Security:** The Supplier must:

- a. consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, and what is required from the Supplier to assist the Buyer to comply with the HSW Act as it relates to, or affects, the Contract
- b. comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Contract
- c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
- d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
 - notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation, and
 - Protective Security Incident.

2.7 **Employment standards:** The Supplier must:

- a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
- b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7.a.

2.8 **Respect:** The Supplier must deliver the Services in a manner that:

- a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
- b. respects the personal privacy and dignity of all individuals.

Charges and payment

- 3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.
- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
 - a. clearly show all GST due, if any
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
 - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
 - f. state the date the invoice was issued
 - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - i. state the Charges due, calculated correctly, and
 - j. be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.
- 3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), if the Buyer receives a valid tax invoice:
 - a. on or before the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of that month, or
 - b. after the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of the following month.
- 3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
 - a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
 - b. may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
- managing the relationship between the Parties
 - overseeing the effective implementation of this Contract, and
 - acting as a first point of contact for any issues that arise.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 5.1 **Information and Records:** The Supplier must:
- keep and maintain Records in accordance with prudent business practice and all applicable laws
 - make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
 - make sure the Records are kept safe and are easy to access
 - give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
 - co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
 - make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier), and
 - make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
- 5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1.

The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

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Subcontractors

- 7.1 **Subcontracting:** The Supplier must not enter into a contract with someone else to deliver any part of the Services without the Buyer's prior written approval.
- 7.2 **Supplier responsibilities:** The Supplier:
- a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Services being subcontracted
 - b. must ensure that:
 - each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - any subcontract it enters into is on terms that are consistent with this Contract
 - c. is responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted, and
 - d. is responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

Insurance

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
- a. hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
 - b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current within 10 Business Days of any request from the Buyer.

Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
- a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
 - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes: a.
- a. Party will notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through negotiation
 - c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
 - d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation:** If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
 - b. on the terms of the Resolution Institute Mediation Rules, and
 - c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
- 10.3 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.
- 10.4 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
- 10.5 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless that Party requires urgent relief from a court.

Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
- a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
- a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
 - b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.

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- 11.3 Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c. becomes subject to any form of external administration
 - d. ceases for any reason to continue in business
 - e. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business
 - f. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer, or
 - g. provides information to the Buyer that is misleading or inaccurate in any material respect.

11.4 Termination for breach:

- a. If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
- b. A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
- c. The period allowed to remedy the breach must be reasonable given the nature of the breach.
- d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
 - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
 - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

11.5 Supplier's obligations:

- a. On giving or receiving a Notice of termination, the Supplier must immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

11.6 Accrued rights: The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

- 11.7 **Buyer's rights:** Subject to clause 11.2(b), if this Contract is terminated the Buyer:
- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
 - b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Services or Deliverables that have not been provided.

11.8 **Handing over the Services:**

- a. The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

Intellectual Property Rights

12.1 **Ownership of Intellectual Property Rights:**

- a. Pre-existing Intellectual Property Rights remain the property of their owner.
- b. New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- c. New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.
- d. The Supplier grants to the Buyer a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
 - receive the full benefit of the Services and Deliverables, and
 - use, copy, modify and distribute the Deliverables.

12.2 **Supplier warranties:** The Supplier warrants that:

- c. it is legally entitled to grant the licence in clause 12.1(d), and
- d. the Buyer's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

Confidential Information

- 13.1 **Protection of Confidential Information:** Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:
- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services

- b. if the other Party gives prior written approval to the use or disclosure
 - c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
 - d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- 13.2 **Obligation to inform staff:** Each Party will ensure that its Personnel:
- a. are aware of the confidentiality obligations in this Contract, and
 - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.
- 13.3 **Security:** Each Party will:
- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties,
 - b. notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
 - c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Notices

- 14.1 **Requirements:** All Notices must be:
- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
 - b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.
- 14.2 **Receipt of Notices:** A Notice will be considered to be received:
- a. if delivered by hand or sent by courier, on the date it is delivered
 - b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
 - c. if sent by post internationally, on the 9th Business Day after the date it was sent, or
 - d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,
- but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

Extraordinary Events

- 15.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
- 15.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- the nature of the circumstances giving rise to the Extraordinary Event
 - the extent of that Party's inability to perform under this Contract
 - the likely duration of that non-performance, and
 - what steps are being taken to minimise the impact of the Extraordinary Event on the performance of this Contract.
- 15.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

General

- 16.1 **Variations:** A Variation must be agreed by both Parties and recorded:
- in writing and signed by both Parties, or
 - through an exchange of emails, where the signatories or authors have delegated authority to approve the Variation.
- 16.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were oral or in writing.
- 16.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
- does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - does not prevent that Party from exercising its rights at a later time.
- 16.4 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 16.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.

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- 16.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 16.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 16.8 **No poaching:** During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.
- 16.9 **Clauses that remain in force:** The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 14 (Notices), 16 (General) and 17 (Definitions).
- 16.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:
1. a Variation
 2. Schedule 1
 3. any Attachment to Schedule 1, and
 4. Schedule 2.

Definitions

When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Approved Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the entity named as the Buyer in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Daily Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

Daily Fee Rate A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety at Work Act 2015.

Hourly Fee Rate A Fee payable for each hour spent delivering the Services.

Intellectual Property Rights All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed under this Contract or in the performance of the Services.

Notice A communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer or the Supplier, and together they are the Parties.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of, or independently from, this Contract.

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'.

Start Date The date when this Contract starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

Supplier The person, business, company or organisation named as the Supplier in in the Contract Details section.

Variation A change to any aspect of this Contract that complies with clause 16.1.

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WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 16 MARCH 2021

Project Deliverables

Phase	Workstream	Status	Comments
Inception	Inception workshop	●	Complete
	Project Plan	●	In progress
Discovery	Insights sessions	●	In progress
	Insights report	●	Pending
Design	Information architecture	●	Pending
	User Interface	●	Pending
Development	HTML / CSS	●	Pending

Project Activity

This week: 15 – 19 March 2021		Next week: 15 – 19 March 2021	
Inception	Project Plan - draft distributed 17.03.21	Discover	Insights session - Design
Discover	Insights session - Content & Audiences		Insights session - SWOT
	Insights session - Technology		User insights - research plan
	Analytics review		User insights - research script

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 16 MARCH 2021

ACTIONS

Project communications

- What: Ensure managers know what we'll be asking of their teams in terms of user research participant and content review
- **Who: Naomi**

Project engagement

- What: To gain a better understanding of funds we need to engage the Investment team. However, their structure and work plan is currently being worked on. We need to understand how / when to engage them
- **Who: Naomi**

Analytics

- What: Out of scope and Miriame need to access both systems
- **Action: Deb**

User Insights

- What: Stakeholder engagement - the project needs a full list of stakeholders / participants for engagement across the project.
 - **Action: Naomi**
- What: Research plan - the project needs a research plan to gather user insights for site structure development and user testing later in the project
 - Action: Miriame / Out of scope to develop research/engagement plan

Note

- TPK Strategy launch - Naomi has as a concentrated time to launch Strategy
 - 26 March - Senior Leaders
 - 31 March - All staff hui

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 21 MARCH 2021

Project Deliverables

Phase	Workstream	Status	Comments
Inception	Inception workshop	●	Complete
	Project Plan	●	Complete
Discovery	Insights sessions	●	In progress
	Insights report	●	In progress
Design	Information architecture	●	Pending
	User Interface	●	Pending
Development	HTML / CSS	●	Pending

Project Activity

This week: 21 – 26 March 2021		Next week: 29 March - 2 April 2021	
Discover	Insights session - Design	Discover	Report
	<i>Insights session - SWOT</i>		Research engagement
	User insights - research plan		Content ideation
	User insights - research script		
	Research Report drafting		
	Content familiarisation - analytics review /		

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 21 MARCH 2021

Actions

Focus	What	Who	Status
User Insights	Stakeholder engagement - the project needs a full list of stakeholders / participants for engagement across the project	Naomi	Pending
	Content insights - Miriame and [Out of scope] would like a soft copy of the content spreadsheet	Naomi	Pending
	Business insights - to gain a better understanding of funds we need to engage the Investment team. However, their structure and work plan is currently being worked on. We need to understand how / when to engage them	Naomi	Pending
	Technology insights - Michael has a number of actions to provide information to [Out of scope]	Michael	Pending
	Analytics - [Out of scope] and Miriame need to access both systems	Deb	Done
	Research plan - the project needs a research plan to gather user insights for site structure development and user testing later in the project	Miriame / [Out of scope]	Pending, awaiting stakeholder list
Project management	Project Communications Ensure managers know what we'll be asking of their teams in terms of user research participant and content review	Naomi	Pending
	TPK Strategy launch - Naomi has as a concentrated time to launch Strategy - 26 March - Senior Leaders - 31 March - All staff hui	Naomi	In progress

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 21 MARCH 2021

Past activity

This week: 15 – 19 March 2021		Next week: 21 – 26 March 2021	
Inception	Project Plan – draft distributed 17.03.21	Discover	Insights session – Design
Discover	Insights session – Content & Audiences		Insights session – SWOT
	Insights session – Technology		User insights – research plan
	Analytics review		User insights – research script

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WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 30 MARCH 2021

Project Deliverables

Phase	Workstream	Status	Comments
Inception	Inception workshop	●	Complete
	Project Plan	●	Complete
Discovery	Insights sessions	●	In progress
	Insights report	●	In progress
Design	Information architecture	●	Pending
	User Interface	●	Pending
Development	HTML / CSS	●	Pending

Project Activity

This week: 29 March - 2 April 2021		Next week: 5-9 April 2021	
Discover	Internal Stakeholder session - invite	Discover	Internal Stakeholder insights
	Internal Stakeholder session - script		SWOT review
	Research Report - draft in progress		Technology - trial deployment test
	Analytics Review - underway		



WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 30 MARCH 2021

Actions

Focus	What	Who	Status
User Insights	Stakeholder engagement - the project needs a full list of stakeholders / participants for engagement across the project	Naomi	Pending
	Content insights - Miriame and Out of scope would like a soft copy of the content spreadsheet	Naomi	Done
	Business insights - to gain a better understanding of funds we need to engage the Investment team. However, their structure and work plan is currently being worked on. We need to understand how / when to engage them	Naomi	Pending
	Analytics - Out of scope and Miriame need to access both systems	Deb	Done
	Research plan - the project needs a research plan to gather user insights for site structure development and user testing later in the project	Miriame / Out of scope	Delivered
	Download access - access was provided but not for Linux. This is underway	Michael	In progress
Project management	Project Communications Ensure managers know what we'll be asking of their teams in terms of user research participant and content review	Naomi	Pending
	TPK Strategy launch - Naomi has as a concentrated time to launch Strategy <ul style="list-style-type: none">- 26 March - Senior Leaders- 31 March - All staff hui	Naomi	In progress

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 30 MARCH 2021

Past activity

This week: 21 – 26 March 2021		Next week: 29 March – 2 April 2021	
Discover	Insights session – Design	Discover	Report
	<i>Insights session – SWOT</i>		Research engagement
	User insights - research plan		Content ideation
	User insights - research script		
	Research Report drafting		
	Content familiarisation – analytics review /		

This week: 15 – 19 March 2021		Next week: 21 – 26 March 2021	
Inception	Project Plan – draft distributed 17.03.21	Discover	Insights session – Design
Discover	Insights session – Content & Audiences		Insights session – SWOT
	Insights session – Technology		User insights - research plan
	Analytics review		User insights - research script

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WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 6 APRIL 2021

Project Deliverables

Phase	Workstream	Status	Comments
Inception	Inception workshop	●	Complete
	Project Plan	●	Complete
Discovery	Insights sessions	●	In progress
	Insights report	●	In progress
Design	Information architecture	●	Pending
	User Interface	●	Pending
Development	HTML / CSS	●	Pending

Project Activity

Next week: 5-9 April 2021		Next week: 12-16 April 2021	
Discover	Internal Stakeholder insights sessions	Discover	Research Report - Finalise
	Internal Stakeholder Interviews	Design	IA - draft
	SWOT review		
	Technology - trial deployment test		

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 6 APRIL 2021

Actions

Focus	What	Who	Status
User Insights	Internal Stakeholder insights - book interviews	Naomi	In progress
	Business insights - to gain a better understanding of funds we need to engage the Investment team. However, their structure and work plan is currently being worked on. We need to understand how / when to engage them	Naomi	Pending
	Download access - access was provided but not for Linux. This is underway	Michael	In progress

RELEASED UNDER THE OFFICIAL INFORMATION ACT

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 6 APRIL 2021

Past activity

This week: 29 March - 2 April 2021		Next week: 5-9 April 2021	
Discover	Internal Stakeholder session - invite	Discover	Internal Stakeholder insights
	Internal Stakeholder session - script		SWOT review
	Research Report - draft in progress		Technology - trial deployment test
	Analytics Review - underway		

This week: 21 - 26 March 2021		Next week: 29 March - 2 April 2021	
Discover	Insights session - Design	Discover	Report
	<i>Insights session - SWOT</i>		Research engagement
	User insights - research plan		Content ideation
	User insights - research script		
	Research Report drafting		
	Content familiarisation - analytics review /		

This week: 15 - 19 March 2021		Next week: 21 - 26 March 2021	
Inception	Project Plan - draft distributed 17.03.21	Discover	Insights session - Design
Discover	Insights session - Content & Audiences		Insights session - SWOT
	Insights session - Technology		User insights - research plan
	Analytics review		User insights - research script

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 6 APRIL 2021

Actions

Focus	What	Who	Status
User Insights			
	Stakeholder engagement - the project needs a full list of stakeholders / participants for engagement across the project	Naomi	Done
	Research plan - the project needs a research plan to gather user insights for site structure development and user testing later in the project	Miriame / <small>Out of scope</small>	Done
	Content insights - Miriame and <small>Out of scope</small> would like a soft copy of the content spreadsheet	Naomi	Done
	Analytics - <small>Out of scope</small> and Miriame need to access both systems	Deb	Done
Project management	Project Communications - ensure managers know what we'll be asking of their teams in terms of user research participant and content review	Naomi	Pending
	TPK Strategy launch - Naomi has as a concentrated time to launch Strategy - 26 March - Senior Leaders - 31 March - All staff hui	Naomi	In progress

RELEASE UNDER THE OFFICIAL INFORMATION ACT

WEEKLY REPORT

TE PUNI KŌKIRI | WEBSITE REFRESH | 27 APRIL 2021

Project Deliverable

Phase	Workstream	Status	Comments
Inception	Inception workshop	●	Complete
	Project Plan	●	Complete
Discovery	Insights sessions	●	In progress
	Insights report	●	In progress
Design	Information architecture	●	In progress
	User Interface	●	In progress
	External engagement / testing	●	Pending
Development	HTML / CSS	●	Pending

Project Activity

This week: 26-30 April 2021		Next week: 2-7 May 2021	
Design	UI design	Design	External engagement/testing underway
	External engagement scheduling		IA testing underway
	External engagement underway		
	IA testing - setup online test environment and complete scripting		
	Finalise Research Report		

25/5/2021

Document 11

He Pānui

Te Puni Kōkiri Memorandum

Whakapānga kōnae	Te Rā 24/05/2021
Ki a:	Grace Smit - Deputy Secretary, Organisational Support
Nā:	Lave Mauga – Acting Manager, Information Services
Tauira Pārua:	Janet Carson - Manager, Communications
Kaupapa:	Website Refresh Project – Contract Variation

PURPOSE

The purpose of this memo is to seek approval to vary the contract currently in place for IDIA (Indigenous Design and Innovation Aotearoa) in relation to the Website Refresh Project.

PROPOSED VARIATION AND RATIONALE

In late 2020 we began a procurement process to identify an appropriate supplier to undertake a refresh of our website. In March 2021 we entered into a contract with IDIA (partnering with **Out of scope**) for this work. Specifically, we contracted them to develop an improved information architecture for our site, and to redesign the home page. The main objectives were to ensure:

- that users of our site could find information easily; and
- that our site reflected our new strategic direction and clarified roles.

As this was only a refresh, we specifically excluded all content templates from the scope. However, as we have been engaging with stakeholders, and discussing possible navigation options and home page designs, we realise that work will need to be done on the layout and design of content templates to ensure they integrate well with new architecture and home page designs. We therefore propose to vary the contract with IDIA to include this expanded scope.

Existing contract

Contract amount: \$50,000 exc. GST

Contract end date: 25 May 2021

The contract variation would

- Extend the scope of the contract to include:
 - the layout, design and interaction of additional templates, to include: top-level landing pages, proposed Insights and Data section, and how this would work, proposed thematic landing pages for Funds and services, standard content pages.
 - the HTML/CSS build of the standard content template.
- Add in new deliverables to accommodate the extended scope.
- Increase the contract amount by \$33,800 to a total of \$83,800 exc. GST.
- Extend the contract end date to 31/07/2021.

Original approval for this work in the Phase 2 budget round 2020/21 for this work was for \$120,000. Our variation would fall within this amount.

Impact on project timelines

With additional design, HTML/CSS and integration work, the project timeline would need to be extended to accommodate this extra work. We envisage the final project end date would be end of September.

However, we would try to **phase this work** so that we launch with new IA, new home page, new navigation by end of August, and the remaining templates launched by end of September. This timing includes work needed to be done in-house after receiving all deliverables from IDIA and **Out of scope**

RECOMMENDATION

It is recommended that you:

- **Note:** that \$120,000 was approved in the Phase 2 budget round for 2020/21.
- **Note:** that this variation would bring our content templates into alignment with any new architecture, navigation and home page design.
- **Note:** that this variation would still fall within the amount approved for this project in the Phase 2 budget round.
- **Note:** that the entire project timeline would be extended to end of September, but the project could be phased to launch new IA and new home page by the end of August, with remaining templates launched by end of September.
- **Approve:** the variation of contract with IDIA as outlined in this memo.

9(2)(a)

Lave Mauga
Acting Manager, Information Services

24/5/21
Date

Approve / Not Approve

9(2)(a)

Grace Smit
Deputy Secretary,
Organisational Support

24/5/21
Date

GMC Contract Variation – SERVICES

Contract Variation 1

Buyer: Te Puni Kōkiri

Supplier: Indigenous Design and Innovation Aotearoa Limited trading as IDIA

Contract: Website Refresh Services

Contract reference number: DOE: 47988

Contract dated: 8 Poutū-te-Rangi 2021 (8 March 2021)

Variation

The Buyer and the Supplier are Parties to the Contract.

The Parties agree to vary the Contract. The scope of the Variation is set out in the attached Schedule of Changes. The Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made in any Variation, the terms and conditions of the original Contract remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the Contract.

Acceptance

Signed for and on behalf of the Buyer:

9(2)(a)

(signature)

Name: Greg Duncum

Position: Manager, Information Services

Date: 25 May 2021

Signed for and on behalf of the Supplier:

9(2)(a)

Name: Miriame Barbarich

Position: Director

Date: 25 May 21

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Schedule of Changes

Effective Date: 25 Haratua 2021 (25 May 2021)

Changes

Changes to Schedule 1

1. Change to End Date

- 1.1. The End Date as stated in Schedule 1 is amended from 25 Haratua 2021 (25 May 2021) to 31 Hōngongoi 2021 (31 July 2021)

2. Change to description of Services

- 2.1. The description of the Services stated in Schedule 1 is deleted and replaced to include additional and amended deliverables as follows:

- **Information architecture:** developing a new top-level and, where appropriate, second-level navigation so that our key audiences can find the information they are looking for.
- **User Testing:** undertake user testing of any proposed information architecture, to ensure the new navigation will meet the needs of our intended audiences.
- **Design - home page:** develop a new design for the home page within the current brand guidelines. In particular, improved layout, space and priority given to elements on the home page.
- **Design - Navigation templates:** adjust any navigation templates as necessary.
- **Design – Standard content template, top second-level template, Insights and Data template, thematic landing pages under Funds and Services.**
- **Front-end HTML/CSS:** implement any design/layout changes for home page, navigation templates and standard content template into HTML/CSS.

4. Change to delivery dates

- 4.1. New deliverables and delivery dates as outlined below:

Deliverable/Milestone	Performance Standards	Due date
New Information architecture	<ul style="list-style-type: none"> • Meets our communication needs • Performs well in user testing • Meets New Zealand Government Web Standards 	16/04/2021
User Testing	<ul style="list-style-type: none"> • Meets best practice industry techniques for user testing 	31/05/2021
Home page design	<ul style="list-style-type: none"> • Meets our communication needs • Complies with our brand guidelines • Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices • Meets New Zealand Government Web Standards 	31/05/2021
Standard content template design	<ul style="list-style-type: none"> • Meets our communication needs • Complies with our brand guidelines • Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices 	4/06/2021

Deliverable/Milestone	Performance Standards	Due date
	<ul style="list-style-type: none"> Meets New Zealand Government Web Standards 	
Any template changes as required for new Information Architecture (navigation templates)	<ul style="list-style-type: none"> Meets our communication needs Complies with our brand guidelines Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices Meets New Zealand Government Web Standards 	4/06/2021
Top second-level design, Insights and Data design, thematic landing pages for Funding & Services design	<ul style="list-style-type: none"> Meets our communication needs Complies with our brand guidelines Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices Meets New Zealand Government Web Standards 	30/06/2021
HTML/CSS and associated documentation	<ul style="list-style-type: none"> Meets New Zealand Government Web Standards Compatible with bootstrap styles Documentation is sufficient for us to be able to implement, with usage examples showing how tags/classes can be combined for different blocks, or used independently 	5/07/2021

5. Change to Price

5.1 The Charges stated in Schedule 1 is amended to Increase the fees from \$50,000 excluding GST up to a maximum of \$83,800 exc. GST.

5.2 **The total Charges now due under the Contract are:**

Total Charges in original contract	\$50,000 exc. GST
Additional Charges - Variation #1	\$33,800 exc. GST
Total cumulative Charges	\$83,800 exc. GST

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TAX INVOICE

Te Puni Kōkiri
PO Box 3943
Wellington 6140

Invoice Date
31 May 2021

Invoice Number
I TPK 21006

Reference
Website Refresh services
(with Out of scope) DOE:47988 NEW ZEALAND

GST Number
126278276

Indigenous Design and
Innovation Aotearoa
Limited
PO Box 19280
Marion Square
Wellington 6141

Description	Quantity	Unit Price	Amount NZD
Website Refresh services (with <small>Out of scope</small>) DOE:47988	1.00	2,340.00	2,340.00
Inception			
Discover - Research & Insights	1.00	7,380.00	7,380.00
Design - Information Architecture - IA	1.00	7,920.00	7,920.00
Design - User Interface	1.00	12,960.00	12,960.00
Development	1.00	3,600.00	3,600.00
Optimal Workshop - 2 monthly subscription 16 April and 15 May \$498.00 inc GST	1.00	433.04	433.04
		Subtotal	34,633.04
		TOTAL GST 15%	5,194.96
		TOTAL NZD	39,828.00

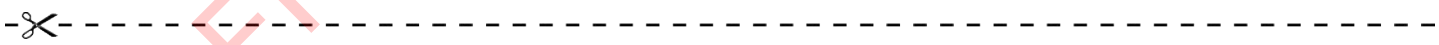
Due Date: 20 Jun 2021

How to pay us ...

Please include Name and Membership number or Project Name in details. Invoice number as reference.
Here's our bank account number for paying online:

[REDACTED]

ELEASSED UNDER THE
OFFICIAL INFORMATION ACT



PAYMENT ADVICE

To: Indigenous Design and Innovation Aotearoa Limited
PO Box 19280
Marion Square
Wellington 6141
NEW ZEALAND

Customer	Te Puni Kōkiri
Invoice Number	I TPK 21006
Amount Due	39,828.00
Due Date	20 Jun 2021
Amount Enclosed	_____
	Enter the amount you are paying above

TAX INVOICE

Te Puni Kōkiri
PO Box 3943
Wellington 6140

Invoice Date
13 Jul 2021
Invoice Number
I TPK 21007
Reference
Website Refresh services
(with Out of scope) DOE:47988 NEW ZEALAND
GST Number
126278276

Indigenous Design and
Innovation Aotearoa
Limited
PO Box 19280
Marion Square
Wellington 6141

Description	Quantity	Unit Price	Amount NZD
Website Refresh services (with <small>Out of scope</small>) DOE:47988	1.00	1,440.00	1,440.00
Design - Information Architecture - IA			
Design - User Interface	1.00	1,440.00	1,440.00
Contract Variation 1 Design	1.00	5,400.00	5,400.00
		Subtotal	8,280.00
		TOTAL GST 15%	1,242.00
		TOTAL NZD	9,522.00

Due Date: 31 Jul 2021

How to pay us ...

Please include Name and Membership number or Project Name in details. Invoice number as reference.
Here's our bank account number for paying online:

[REDACTED]

PAYMENT ADVICE

To: Indigenous Design and Innovation Aotearoa Limited
PO Box 19280
Marion Square
Wellington 6141
NEW ZEALAND

Customer Te Puni Kōkiri
Invoice Number I TPK 21007
Amount Due **9,522.00**
Due Date 31 Jul 2021
Amount Enclosed

Enter the amount you are paying above

He Pānui

Te Puni Kōkiri Memorandum

Whakapānga kōnae

Te Rā 27/07/2021

Ki a: Greg Duncum - Manager, Information Services

Nā: Deb Sidelinger – Web Architect

Tauira Pārua: Janet Carson - Manager, Communications

Kaupapa: Website Refresh Project – Contract Variation

Purpose

The purpose of this memo is to seek approval to vary the contract currently in place for IDIA (Indigenous Design and Innovation Aotearoa) in relation to the Website Refresh Project.

Proposed Variation

In late 2020 we began a procurement process to identify an appropriate supplier to undertake a refresh of our website. In March 2021 we entered into a contract with IDIA (partnering with **Out of scope**) for this work. Specifically, we contracted them to develop an improved information architecture for our site, and to redesign the home page. The main objectives were to ensure:

- that users of our site could find information easily; and
- that our site reflected our new strategic direction and clarified roles.

In May 2021 we extended the contract to include:

- the layout, design and interaction of additional templates, to include: top-level landing pages, proposed Insights and Data section, and how this would work, proposed thematic landing pages for funds and services, standard content pages.
- the HTML/CSS build of the standard content template.

The project timeframes have now been extended due to:

- taking longer than anticipated to finalise and sign off on the design
- design and build of additional templates re-estimated
- delays with the scheduling of HTML/CSS work.

The supplier has proposed a new contract end date of 30 September 2021 to ensure that they can manage all build, testing, bug-fixing and handover/support.

Existing contract

Contract amount: \$83,800 exc. GST

Contract end date: 31 July 2021

This contract variation would

- Extend the contract end date to 30 September 2021.

The variation does not alter the contract amount.

Impact on project timelines

We have extended the date by two months. We require four weeks between finalising the templates and launching, to allow time to integrate the CSS and make any functional changes. We envisage launch of the three main templates and new IA to therefore be end of October, and integration of the final three templates to be by end of November.

Recommendation

It is recommended that you:

- **Note:** that project timeframes have needed to be extended
- **Note:** that the proposed new contract end date is 30 September 2021
- **Note:** we envisage launch of the three main templates and new IA to therefore be end of October, and integration of the final three templates to be by end of November.
- **Approve:** the variation of contract with IDIA as outlined in this memo.

9(2)(a)

Greg Duncum
Manager, Information Services

Date 30/07/2021

Approve /Not Approve

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Document 16

GMC For SERVICES VARIATION (3rd Edition)

GMC Contract Variation – SERVICES

Contract Variation 2

Buyer: Te Puni Kōkiri

Supplier: Indigenous Design and Innovation Aotearoa Limited trading as IDIA

Contract: Website Refresh Services

Contract reference number: DOE: 47988

Contract dated 8 Poutū-te-Rangi 2021 (8 March 2021)

Variation

The Buyer and the Supplier are Parties to the Contract.

On 25th May 2021 the parties agreed to vary the contract as follows:

- To extend the End Date from 25 May 2021 to 31 July 2021;
- Include additional deliverables;
- Amend the deliverable dates; and
- Increase the contract total from \$50,000 excluding GST to \$83,800 excluding GST.

The Parties agree to further vary the Contract. The scope of the Variation is set out in the attached Schedule of Changes. The Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made in any Variation, the terms and conditions of the original Contract remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the Contract.

Acceptance

Signed for and on behalf of the Buyer:

9(2)(a)

(signature)

Name: Greg Duncum

Position: Manager, Information Services

Date: 29/07/2021

Signed for and on behalf of the Supplier:

9(2)(a)

(signature)

Name: Miriame Barbarich

Position: Director

Date: 29 July 2021

Schedule of Changes

Effective Date: 31 Hōngongoi 2021 (31 July 2021)

Changes

Changes to Schedule 1

1. Change to End Date

- 1.1. The End Date as stated in Schedule 1 is amended from 31 Hōngongoi 2021 to 30 Mahuru 2021 (30 September 2021).

2. Change to delivery dates

- 2.1 The delivery dates described in Schedule 1 are amended as follows:

Deliverable/Milestone	Performance Standards	Due date
New Information architecture	<ul style="list-style-type: none"> Meets our communication needs Performs well in user testing Meets New Zealand Government Web Standards 	16/04/2021
User Testing	<ul style="list-style-type: none"> Meets best practice industry techniques for user testing 	31/05/2021
Home page design	<ul style="list-style-type: none"> Meets our communication needs Complies with our brand guidelines Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices Meets New Zealand Government Web Standards 	31/05/2021
Standard content template design	<ul style="list-style-type: none"> Meets our communication needs Complies with our brand guidelines Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices Meets New Zealand Government Web Standards 	4/06/2021
Any template changes as required for new Information Architecture (navigation templates)	<ul style="list-style-type: none"> Meets our communication needs Complies with our brand guidelines Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices Meets New Zealand Government Web Standards 	4/06/2021
Top second-level design, Insights and Data design, thematic landing pages for Funding & Services design	<ul style="list-style-type: none"> Meets our communication needs Complies with our brand guidelines Meets our existing accessibility guidelines of five breakpoint designs for different screen sizes/devices Meets New Zealand Government Web Standards 	31/08/2021

HTML/CSS and associated documentation	<ul style="list-style-type: none">• Meets New Zealand Government Web Standards• Compatible with bootstrap styles• Documentation is sufficient for us to be able to implement, with usage examples showing how tags/classes can be combined for different blocks, or used independently	30/09/2021
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TAX INVOICE

Te Puni Kōkiri
PO Box 3943
Wellington 6140

Invoice Date
30 Sep 2021

Invoice Number
I TPK 21008

Reference
DOE:47988 - Website
Refresh services (with
Out of scope DOE:47988

GST Number
126278276

Indigenous Design and
Innovation Aotearoa
Limited
PO Box 19280
Marion Square
Wellington 6141
NEW ZEALAND

Description	Quantity	Unit Price	Amount NZD
[I TPK 21058] Website Refresh services (with Out of scope) DOE:47988	1.00	41,320.00	41,320.00
Invoice includes :			
- All design deliverables, Final IA, Contract Variation 1 Design, Contract Variation 1 Development and Development			
Optimal Workshop - 3 monthly subscription 15 July and 15 September \$747.00 inc GST. Budget for expense was \$1000 as \$433.04 already invoiced, only invoicing for remaining amount.	1.00	566.96	566.96
		Subtotal	41,886.96
		TOTAL GST 15%	6,283.04
		TOTAL NZD	48,170.00

Due Date: 30 Oct 2021

How to pay us ...

Please include Name and Membership number or Project Name in details. Invoice number as reference.
Here's our bank account number for paying online:

[REDACTED]

PAYMENT ADVICE

To: Indigenous Design and Innovation Aotearoa Limited
PO Box 19280
Marion Square
Wellington 6141
NEW ZEALAND

Customer Te Puni Kōkiri

Invoice Number I TPK 21008

Amount Due **48,170.00**

Due Date 30 Oct 2021

Amount Enclosed

Enter the amount you are paying above

Document 18

From: 9(2)(a)
To: [Huria Heperi](#); [Karen Southon](#); 9(2)(a)
Subject: RE: MBIE - 9(2)(a) Fwd: Capacity and quote for design of Māori and the Future of Work report [UNCLASSIFIED]
Date: Friday, 14 October 2022 11:47:03 am
Attachments: [image001.jpg](#)
Out of scope

Hi all

I've had 2 designers come back responding they can do the work. Out of scope

Johnson at IDIA has confirmed he can also do the work. Both have expressed concern at the tight deadline and the need for the content to be as finalised as possible before the design is done (which is something we are aware of..!)

I'd **suggest going with IDIA** as they have done something similar before. If you are happy to go with them I can draft the contract up ASAP and send through for TPK approvals.

Assuming you want to go ahead with Johnson, he is also wanting to **meet Monday and is free 10-12 or 3-5** – could we get some or all of the advisory rōpu in a room together on Monday?

9(2)(a) ([she/her](#))

Senior Policy Advisor | Transitions Strategy Team

Te Waka Pūtahitanga | Strategic Policy & Programmes

Hīkina Whakatutuki | Ministry of Business, Innovation & Employment (MBIE)

Email: 9(2)(a) [@mbie.govt.nz](mailto:9(2)(a)@mbie.govt.nz) | Telephone: 9(2)(a)

<http://mbieintranet/assets/MBIE-visual-identity.jpg>



From: Johnson Witehira 9(2)(a) @idia.nz>

Sent: Friday, 14 October 2022 11:13 am

To: 9(2)(a) @mbie.govt.nz>

Cc: John Moore (idia) 9(2)(a) @idia.nz>

Subject: Re: MBIE - Out of scope Fwd: Capacity and quote for design of Māori and the Future of Work report

Kia ora 9(2)(a)

Ngā mihi anō. Just letting you know we're happy to take on this mahi and we're well placed with our team. Are you able to get me a contract asap.

Otherwise, I just wanted to get some clarity on the deliverables. From what I can tell the key deliverable is a 35-page report. The part of your email that is a little unclear to me:

What we'd like

- Pithy
- Visual
- infographic/A3 type product as a summary
- Ideally we'd like for the report to be "componentised" i.e. parts could easily be extracted for summaries, social media, websites etc.
- We are flexible on adjusting the content to achieve the most impact

I see an A3 infographic here, summarising the report. Would this be something separate from the report, included in the report, or both? Do you see this as being highly illustrative or more simple? Though seemingly straightforward, these infographics can end up taking up a bit of time. With clarity though we can put some good restraints in the design brief to make sure we're being efficient with this.

In terms of things being "componentised" this should be no problem, but I'm going to assume that the content for the components, e.g what the components are, is being organised by your team. The main challenge we find with reports is live content. If the content is "mostly complete" then things can usually move along without much hassle. We come into problems, particularly time-wise, when content is being added during or after the design has been completed.

If you could get back to me on the above asap that would be great. We should be able to start this mahi on Monday.

We normally like to do a bit of whakawhanaungatanga, getting to know the people we work with first if possible but understand with the timeline on this it might be a stretch. If you and any of the team working on this are available for a meet-up on Monday morning though that would be great. My calendar is open 10-12 and 3-5 on Monday if that might work. I'm also assuming you're based here in Whanganui-a-Tara.

Ngā mihi,
Johnson

On Thu, 13 Oct 2022 at 12:02, 9(2)(a) <[REDACTED]>@mbie.govt.nz> wrote:

Kia ora Johnson

Ka mau te wehi! Look forward to hearing from you soon

9(2)(a) <[REDACTED]> (she/her)

Senior Policy Advisor | Transitions Strategy Team

Te Waka Pūtahitanga | Strategic Policy & Programmes

Hīkina Whakatutuki | Ministry of Business, Innovation & Employment (MBIE)

Email: 9(2)(a) <[REDACTED]>@mbie.govt.nz | Telephone: 9(2)(a) <[REDACTED]>

<http://mbieintranet/assets/MBIE-visual-identity.jpg>



From: Johnson Witehira <9(2)(a) <[REDACTED]>@idia.nz>

Sent: Thursday, 13 October 2022 11:51 am

To: 9(2)(a) <[REDACTED]> 9(2)(a) <[REDACTED]>@mbie.govt.nz>

Subject: Re: MBIE - Out of scope Fwd: Capacity and quote for design of Māori and the Future of Work report

Kia ora 9(2)(a) <[REDACTED]>

Ko Johnson Witehira tēnei. One of the directors here at IDIA. Just thought I'd let you know I'm going to talk to our other lead John soon about the report mahi. I think the work should be fine with that deadline. We'll get back to you in the next hour or so though to confirm.

We did work on the Whano report! And I thought of that as soon as I saw your email.

Ngā mihi nui,

Johnson

On Thu, 13 Oct 2022 at 11:45, IDIA Information <info@idia.nz> wrote:

----- Forwarded message -----

From: 9(2)(a) <[REDACTED]> 9(2)(a) <[REDACTED]>@mbie.govt.nz>

Date: Thu, Oct 13, 2022 at 11:43 AM

Subject: Capacity and quote for design of Māori and the Future of Work report

To: info@idia.nz <info@idia.nz>

Cc: Karen Southon [9\(2\)\(a\)@tpk.govt.nz](mailto:9(2)(a)@tpk.govt.nz), Huria Heperi [9\(2\)\(a\)@tpk.govt.nz](mailto:9(2)(a)@tpk.govt.nz), [9\(2\)\(a\)@mbie.govt.nz](mailto:9(2)(a)@mbie.govt.nz)

Kia ora

I am part of the Future of Work Forum secretariat which is a tripartite arrangement between government, unions and businesses. We are looking for a Māori designer preferably, for a report on Māori and the Future of Work that is going to the Future of Work Forum on 14 November. The report is called *Maranga Ake, A call to action for Māori in the future of work* and is being prepared by an independent Māori advisory group with support from MBIE and Te Puni Kōkiri. As it is an independent group, we cannot use our in house design teams. I understand you worked on the [whano report](#) design and we would be looking for something similar.

I am wondering if you would have capacity to take this on within the timeframe and budget below. It is quite a tight timeframe and we don't have much flex on the deadline. Very happy to discuss any further detail.

Start: **ASAP** – next week if possible

Finish: 7 November (unfortunately this is a hard deadline)

Report content finalised: 4 November

Length of report: about 35 pages

Images/design: we will need branding and possibly images as well, as we can't use MBIE and TPK branded images. The advisory group has been asked if there are images they are comfortable sharing

Printing: none - soft copy only (TBC)

Audience: workers, unions, businesses, iwi

Budget: up to \$10k

What we'd like

- Pithy
- Visual
- infographic/A3 type product as a summary
- Ideally we'd like for the report to be "componentised" i.e. parts could easily be extracted for summaries, social media, websites etc.
- We are flexible on adjusting the content to achieve the most impact

Ngā mihi

[9\(2\)\(a\)@mbie.govt.nz](mailto:9(2)(a)@mbie.govt.nz) ([she/her](#))

Senior Policy Advisor | Transitions Strategy Team

Te Waka Pūtahitanga | Strategic Policy & Programmes

Hikina Whakatutuki | Ministry of Business, Innovation & Employment (MBIE)

Email: [9\(2\)\(a\)@mbie.govt.nz](mailto:9(2)(a)@mbie.govt.nz) | Telephone: [9\(2\)\(a\)](tel:9(2)(a))

<http://mbieintranet/assets/MBIE-visual-identity.jpg>



[9\(2\)\(a\)@mbie.govt.nz](mailto:9(2)(a)@mbie.govt.nz) ([she/her](#))

Senior Policy Advisor | Transitions Strategy Team

Te Waka Pūtahitanga | Strategic Policy & Programmes

Hikina Whakatutuki | Ministry of Business, Innovation & Employment (MBIE)

Email: [9\(2\)\(a\)@mbie.govt.nz](mailto:9(2)(a)@mbie.govt.nz) | Telephone: 9(2)(a)

<http://mbieintranet/assets/MBIE-visual-identity.jpg>



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He Pānui

Te Puni Kōkiri Memorandum

Whakapānga kōnae	Te Rā	17 Whiringa-ā-nuku 2022
Ki a:	Sue Heke, Business Manager, Policy Partnerships	
Nā:	Huria Heperi, Project Lead, Economic team, Policy	
Tauira Pārua:	Gretchen Sciascia, Manager, Economic team, Policy	
Kaupapa:	Future of Work for Māori: Design of Maranga Ake report	

Purpose

1. This memorandum seeks approval from the Business Manager, Policy and Partnerships, to contract for design and production of the Maranga Ake report from IDIA, Indigenous Design and Innovation Aotearoa, to produce a graphically designed report and a summary infographic, over a 1 month period to 18 November 2022.
2. This memorandum also seeks approval to spend up to \$10,000.00 excluding GST from 5022.1081.3359 Future of Work Māori Subgroup project.

Background

3. The Future of Work Governance Group, chaired by the Minister of Finance, Hon Grant Roberson, established the Future of Work Māori Subgroup as an Independent Advisory Panel. The Subgroup is tasked with exploring the impacts for Māori of the Future of Work megatrends and advising the Minister for Māori Development, the Governance Group and the Tripartite Forum, of specific actions to consider, to ensure Māori workers and businesses prosper in the Future of Work.
4. As detailed in their Terms of Reference, the Māori Subgroup are to deliver a report with recommendations to the Future of Work Tripartite forum in mid-November.
5. Officials from Te Puni Kōkiri (lead) and the Ministry of Business, Innovation and Employment provide Secretariat support for the Subgroup including procuring services and resources as required.
6. The Māori Subgroup require a designer to design and layout a professional report that will connect with the diverse audiences of the Tripartite Forum (Government, Business NZ and Council of Trade Unions) and Māori. Assisted by the Secretariat, the Māori Subgroup will provide the content, however an experienced designer is required to design and produce a report that will be easily digestible and compelling to the broad audience represented by the Future of Work Tripartite Forum.
7. Design services cannot be provided within Te Puni Kōkiri or MBIE. As the product of an independent group, Ministry branding is not a requirement, and the group desire a design style of a different look and feel from a typical Government document. This task falls outside the scope of internal design and communications teams.
8. This procurement supports our strategic priority: Māori Economic Resilience, specifically a focus on Employment: to champion Māori employment in sustainable

and meaningful jobs across diverse and future focused sectors. Māori and the Future of Work is a TPK-led deliverable under the Māori Employment Action Plan and a focus area for the Education and Employment Ministerial group.

Scope

9. The procurement will specifically deliver design services and production of a softcopy report and infographic. Scope includes:
 - i. attendance at the online Subgroup hui on 25 October (2 hours);
 - ii. working with Cochairs and Secretariat to understand design requirements;
 - iii. work with the Subgroup and Secretariat to refine the report layout;
 - iv. design and produce a final report and infographic per project timeline.
 - vi. outputs will include structured design elements that can be utilised to target different channels and audiences.

Deliverables

10. The supplier will deliver design services for a softcopy report and an infographic. Proposed structure / key design elements is due for discussion with Subgroup on 25 October 2022; and the final report on 7 November 2022.

Payment

11. The supplier will be paid when the final product has been provided and is accepted as meeting the contract requirements.
12. The expected cost of the contract is between \$6000.00 and \$10,000.00 excluding GST. An alternate supplier has quoted \$7850.00 excluding GST.
13. The maximum cost for which approval is sought is \$10,000.00 excluding GST.
14. The payment will come out of 5022.1081.3359 Future of Work Māori Subgroup project, Economic Team, Policy Partnerships.

Other relevant information

15. The supplier is a Māori business of cultural designers whose kaupapa is to use their indigenous worldview to create solutions to commercial, social and environmental opportunities and issues. Through their mahi they want to influence and lead a global change in the design of products and services, creating solutions and outcomes that improve futures for indigenous people – and everyone else – through impact.
16. The contract will start on 19/10/2022 and end on 18/11/2022.
17. A Direct Sourcing Procurement process was used to obtain the Goods/Services. The Secretariat and the Māori Subgroup compiled a shortlist of four potential suppliers who were considered capable of delivering services to the required standard. Three potential suppliers were asked to consider the project and three responses were received, with one declining the project. IDIA have the skill set required, are immediately available and have produced reports of the style the Subgroup require.

Next Steps

18. Upon approval by the DFA holder (this memo), a final form of the contract will be prepared by the Procurement team and supplied to Huria Heperi to be signed by the supplier and TPK.

Recommendations

19. It is recommended that you:

Note

- i. The Future of Work Māori Subgroup is tasked with delivering a report and recommendations to the Minister for Māori Development and the Future of Work Tripartite Forum in mid-November 2022.
- ii. The Subgroup require a graphic designer to produce a report of desired quality and impact.
- iii. The Secretariat have considered suitable suppliers and propose to contract IDIA to design the report for the Subgroup.

Approve

- iv. the proposed spend of up to \$10,000.00 excluding GST and the proposed contract form attached.

Supported by

9(2)(a)

YES / NO

Gretchen Sciassia, Manager, Economic Policy

Approved by

9(2)(a)

YES / NO

17/10/2022

Sue Heke, Business Manager, Policy and Partnerships Puni

Document 20

AoG Advertising Services – Advertising Services Order (ASO)

Part A

For Participating Government Agency (the Client) to complete and send to Provider.

Date	18/10/22	Service Reference or ASO Number	DOE: 50359
Project or Campaign Name	Future of Work Māori Subgroup report		
Government Agency Name	Te Puni Kōkiri		
Contact Name	Huria Heperi		
Contact Title	Senior Analyst		
Contact Email	9(2)(a)@tpk.govt.nz		
Contact Phone	9(2)(a)		
Authorisation Required by	Sue Heke		
Provider Name	Indigenous Design and Innovation Aotearoa Limited IDIA		
Provider Contact Name	Johnson Witehira		
Provider Email	9(2)(a)@idia.nz		

Government Agency to Complete

Schedule of Services

Briefly outline the services you are requesting from Provider. For example, Strategy and advice; Creative concept development; Production and design; Media strategy, planning and buying; project management; Measurement, reporting and analysis of campaign effectiveness etc.

The Māori Subgroup require a designer to design a professional report that will speak to the diverse audiences of the Tripartite Forum (Government, Business NZ and Council of Trade Unions) and Māori. The Subgroup via the Secretariat will provide the content, however an experienced designer is required to design the final look of the report that will be easily digestible and compelling to the broad audience represented by the Future of Work Tripartite Forum.

The supplier will deliver one-off design and production services for a softcopy report and an infographic/summary A3. Proposed structure / key design elements are due for discussion with the Subgroup on 25 October; and the final report will be shared with audiences on 7 November 2022. Scope includes:

- working with Co-chairs and Secretariat to understand design requirements;

- attendance at the online Subgroup hui on 25 October (2 hours);
- work with the Subgroup and Secretariat to refine the report layout;
- design and produce, in soft-copy, a final report and accompanying infographic per project timeline.
- Includes images and illustrations as suits the report layout.
- outputs will include structured design elements that can be utilised to target different channels and audiences.

Basis of Engagement

Specify the basis of engagement for these services. For example:

- One off campaign or project
- Multi-stage campaign
- Partnership arrangement
- A subgroup of providers for ongoing requirements

Contract payment is on completion of the contract, when the final report has been provided and accepted.

Timing/Timeframes

Indicate the timeframe of engagement or where appropriate commencement dates of campaign or projects.

The supplier will be engaged for a 1-month period from 19 October to 18 November 2022.

25 October: share proposed structure/design elements with Māori Subgroup

2 November: final draft to Co-Chairs and Secretariat project manager for acceptance/feedback

4 November: report approved and finalised

7 November: final report delivered to the Future of Work Tripartite Forum

Indicative Budgets

Set out campaign or project budgets or annual budget [if known].

Actual and reasonable basis, to a maximum of \$10,000.00

Additional Information

If alternative pricing required such as monthly retainer, fixed fee, Performance measures or special requirements outline here.

Note: Any completed briefs and cost

Background

The Future of Work Governance Group, chaired by the Minister of Finance, Hon Grant Roberson, established the Future of Work Māori Subgroup as an Independent Advisory Panel. The Subgroup is tasked with exploring the impacts for Māori of the Future of Work megatrends

estimates may be referenced as appendix to this ASO.

and advising the Minister for Māori Development, the Governance Group and Tripartite Forum in November 2022 of specific actions to consider, to ensure Māori workers and businesses prosper in the Future of Work.

The Māori Subgroup co-chairs are Dan Walker and Hinepounamu Apanui-Barr (rangatahi co-chair).

As detailed in their Terms of Reference, the Māori Subgroup are to deliver a report with recommendations, in draft at the October Governance hui, and a final report to the Future of Work Tripartite forum in mid-November.

Officials from Te Puni Kōkiri (lead) and Ministry of Business, Innovation and Employment provide Secretariat support for the Subgroup including procuring services and resources as required.

The project manager for the Secretariat is Huria Heperi.

Health and Safety Considerations

Set out any health and safety considerations for this engagement.

Part B

Provider Acceptance.

Conflict of Interest Declaration

I, Johnson Witehira have made diligent inquiry whether Indigenous Design and Innovation Aotearoa Limited | IDIA has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Advertising Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:

DETAIL CONFLICTS OR ENTER NIL Nil

Additional Information Required and/or Assumptions Made

DETAIL ADDITIONAL INFORMATION REQUIRED/ASSUMPTIONS MADE OR ENTER NIL Nil

Provider Acceptance

Provider agrees to deliver to the schedule of services under the basis of engagement as outlined in Part A of this ASO.

Name of Authorised Signatory

Signature

9(2)(a)

Date

19.10.22

Part C

Government Agency Acceptance.

Government Agency Acceptance

Client acknowledges any conflicts of interest in Part B and appoints the above-named provider to undertake the services under the basis of engagement as outlined in Part A of this ASO and any appended documents signed and referenced to this ASO.

Name of Authorised Signatory

Signature

9(2)(a)

Business Manager, Policy

Date

31/10/22

Please send the link below to your agency contacts to complete after each engagement. For long engagements, we recommend sending this at key milestones to seek feedback throughout the engagement.

<https://www.research.net/r/ClientSatisfactionSurvey-AoGcontracts-ASO>

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Document 21

AoG Advertising Services – Advertising Services Order Template

Part D

Variations to Part A or Part B.

Should the requirements to the Schedule of Services, Basis of Engagement or Conflict of Interest change, a Variation to the original ASO is required. This variation is to be accepted and signed by the client and provider.

Variation Date Friday 18 November 2022

Variation Number 1

to ASO Number/Reference DOE: 50359

Details of Variations to ASO

On 31 October 2022, Te Puni Kōkiri and Indigenous Design and Innovation Aotearoa (IDIA) entered into the above named Advertising Services Order (the ASO).

The scope of the variation is set out below.

- i. Increase the indicative budget from \$10,000.00 excluding GST up to a total maximum of **\$11,350.00** excluding GST.
- ii. Amend the End Date from 18 November 2022 to 25 November 2022.

The Variation takes effect from the Effective Date above.

Subject to the changes made by this Variation the terms and conditions of the ASO remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the ASO.

Additional Information Required and/or Assumptions Made

Provider Acceptance

Provider agrees to deliver to the schedule of services under the basis of engagement as outlined in Part A of this ASO.

Name of Authorised Signatory Johnson Witehira

Signature

9(2)(a)

Date

22/11/2022

Government Agency Acceptance

Client accepts and authorises these variations to the original ASO as outlined and agreed above.

Name of Authorised Signatory Sue Heke

Signature

9(2)(a)

Date

22/11/22

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TAX INVOICE

Te Puni Kōkiri
PO Box 3943
Wellington 6140

Invoice Date
22 Nov 2022

Invoice Number
I TPK 220010

Reference
DOE: 50359 TPK - Future
of Work Māori Subgroup
report - Maranga Ake

GST Number
126278276

Indigenous Design and
Innovation Aotearoa
Limited
PO Box 19280
Marion Square
Wellington 6141
NEW ZEALAND
04 8024802

Description	Quantity	Unit Price	Amount NZD
[TPK 22126] Future of Work Māori Subgroup report - Maranga Ake DOE: 50359	1.00	11,350.00	11,350.00
Delivery of 40 page report Delivery of infographic/summary A3			
		Subtotal	11,350.00
		TOTAL GST 15%	1,702.50
		TOTAL NZD	13,052.50

Due Date: 20 Dec 2022

How to pay us ...

Please include Project Name in details. Invoice number as reference.
Here's our bank account number for paying online:

NZBN: 9429046868282

Contact: Tania Gould-Smith **9(2)(a)**@idia.nz

PAYMENT ADVICE

To: Indigenous Design and Innovation Aotearoa Limited
PO Box 19280
Marion Square
Wellington 6141
NEW ZEALAND
04 8024802

Customer Te Puni Kōkiri
Invoice Number I TPK 220010

Amount Due **13,052.50**
Due Date 20 Dec 2022

Amount Enclosed _____

Enter the amount you are paying above