



Call for Expressions of Interest (EOI)

Lactation Consultant Services - South Taranaki

EOI Released: 8 March 2019
Deadline for Questions: 29 March 2019
Deadline for Expressions: 8 April 2019

Taranaki District Health Board
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Taranaki Whanui He Rohe Oranga - Taranaki Together, a Healthy Community

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1 What we need

Taranaki District Health Board is seeking Expressions of Interest from suitably qualified providers to deliver Lactation Consultant services in South Taranaki for a period of 15 months (1 June 2019 – 31 August 2020).

The funding available for this service is as follows:

Details	Funding (GST excl)
Delivery of Lactation Consultant Services	\$34,250
Service set up costs	\$5,000
Travel budget	\$5,000
Professional development/supervision	\$2,000
Overheads and contract management (10%) of total contract value	\$4,625
Total	\$50,875

We require a Lactation Consultant Service that can meet the following deliverables:

Lactation Consultant

1. Appointment of an appropriately skilled Lactation Consultant/s or Trainee Lactation Consultant/s¹ to provide services in the South Taranaki district, prioritising high needs populations (particularly Maori), urgent and postnatal referrals
2. Lactation consultant to maintain IBLCE qualification and education standards and BFCI Level 3 annual education (or trainee Lactation Consultants to be working towards this qualification, under appropriate supervision).

Service delivery

3. To ensure the referral process, service operating hours, locations (home or community) and support mechanisms (one-on-one, group, phone, face-to-face etc) are flexible and responsive to community need
4. To ensure the service has strong linkages with other local breastfeeding support services (e.g. Tui Ora Breastfeeding Peer Support Programme, existing Lactation Consultant services, etc)
5. To support a minimum of 75 eligible new referrals (an average of 5 per month)
6. To link with and promote Lactation Consultant services to local stakeholders and providers including LMCs, Well Child Tamariki Ora nurses, GPs/Practice Nurses and antenatal educators
7. To ensure that services are delivered in a way that is culturally appropriate and safe for Maori

Service Quality

8. To deliver services in the most efficient and effective manner to best met the needs of the target population
9. To work within the parameters of safe Lactation Consultant practice seeking support and mentoring as required

¹ Trainee Lactation Consultants will be considered, based on their qualifications and experience. However priority will be given to applications from fully qualified Lactation Consultants

Reporting

10. To provide quarterly reporting to the Taranaki DHB as required

We are happy to accept proposals from individuals or organisations.

2 Key Information

2.1 Our timeline for this Expression of Interest

Deadline for questions	29 March 2019
Deadline to answer questions	3 April 2019
Deadline for Expressions of Interest	8 April 2019 (4pm)
Respondents notified of shortlisting	10 May 2019

2.2 How to contact us

All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

Our point of contact is Tammy Taylor

Email: tammy.taylor@tdhb.org.nz

2.3 Developing and submitting your Expression of Interest

This is a limited, competitive process sent to locally based providers. The Expression of Interest sets out the step-by-step process and conditions that apply. Please take the time to read and understand our requirements. If anything is unclear, or you have a question, please ask us to explain, before the deadline for questions. Email our Point of Contact.

An EOI Response Template has been provided to assist you with your application and to ensure that you provide the information that we require.

2.4 Address for submitting your Expression of Interest.

Expressions of Interest must be submitted by email to the following address:

Tammy.taylor@tdhb.org.nz

2.5 Information to provide

If you are interested in providing this service, can you please submit your expression of interest to us by **4pm on 8 April 2019** and include the following information:

- A proposal that outlines how you or your organisation could deliver the services specified in section 1. It is recommended that this information is provided on the EOI Response Template supplied.

Your proposal should cover the following points:

- A copy of the Curriculum Vitae and relevant qualifications for Lactation Consultant/s (or Trainee Lactation Consultant/s) that will be delivering this service if your proposal is successful
- How you will ensure this service is responsive to the needs of priority populations in South Taranaki in terms of operating hours and service location

- How you will ensure your service links with existing breastfeeding peer support and lactation consultant services
- How you will ensure your service is delivered to high quality standards, including support and mentoring for Lactation Consultants/Trainees and is delivered in a way that is culturally appropriate for Maori

3. EOI Process, Terms and Conditions

In managing this process we will endeavour to act fairly and reasonably in all of our dealings with interested suppliers and respondents, and to follow due process which is open and transparent.

By submitting an Expression of Interest, Respondents accept that they are bound by the Expression of Interest Process, Terms and Conditions. Each Respondent will:

- Examine the Expression of Interest and any documents referenced and any other information provided by us;
- If appropriate, obtain independent advice before submitting an Expression of Interest;
- Satisfy yourself as to the correctness and sufficiency of your Expression of Interest.

3.1 Responding to questions

If we consider a question or request for clarification to be of sufficient importance to all Respondents we may provide details of the question and answer to other Respondents. In doing so we may summarise the question or request and will not disclose the Respondents identity. The question and answer may be emailed to participating Respondent. A Respondent may withdraw a request at any time.

In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. We will not publish such commercially sensitive information. However, we may modify a request to eliminate such commercially sensitive information, and publish this and the answer where we consider it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

3.2 Submitting a Expression of Interest

Each Respondent is responsible for ensuring that its Expression of Interest is received by us at the correct address on or before the Deadline for Expressions of Interest. We will acknowledge receipt of each Expression.

We intend to rely on the Respondent's Expression and all information provided by the Respondent (e.g. in correspondence). In submitting an Expression and communicating with us each Respondent should check that all information it provides is:

- a. true, accurate and complete and not misleading in any material respect;
- b. does not contain intellectual property that will breach a third party's rights.

3.3 Assessing Expressions

We will convene an evaluation panel comprising members chosen for their relevant expertise and experience.

Each Respondent authorises us to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Expression.

3.4 Our clarification

We may, at any time, request from any Respondent clarification of its Expression as well as additional information about any aspect of its Expression. We are not required to request the same clarification or information from each Respondent.

The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. We may take such clarification or additional information into account in evaluating the Expression.

Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, we may cease evaluating the Expression and may eliminate the Expression from the process.

3.5 Evaluation and shortlisting

We will base our initial evaluation on the Expressions submitted in response to the invitation. In deciding which Respondent(s) to shortlist we may take into account any of the following additional information:

- the results from due diligence;
- any matter that materially impacts on our trust and confidence in the Respondent;
- any relevant information that we may have in our possession.

We will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by us of the Respondent's Expression, or imply or create any obligation on us to enter into negotiations with, or award a Contract for delivery of the services to any shortlisted Respondent(s). At this stage in the EOI process we will not make public the names of Respondents.

3.6 Standard EOI conditions

3.6.1 Our Point of Contact

- a. All enquiries regarding the EOI must be directed by email to our Point of Contact. Respondents must not directly or indirectly approach any representative of Taranaki District Health Board, or any other person, to solicit information concerning any aspect of the EOI.
- b. Only the Point of Contact, and any authorised person, are authorised to communicate with Respondents regarding any aspect of the EOI. We will not be bound by any statement made by any other person.
- c. Where a Respondent has an existing contract with us then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby us, solicit information or discuss aspects of the EOI.

3.6.2 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Expression or other submissions or in any discussions with us. Such behaviour will result in the Respondent(s) being disqualified from participating further in the EOI process. The Respondent warrants that its Expression has not been prepared in collusion with a Competitor.
- b. We reserve the right, at our discretion, to report suspected collusive or anti-competitive conduct by Respondent(s) to the appropriate authority and to give that authority all relevant information including a Respondent's Expression of Interest.

3.6.3 Confidential Information

- a. We will each take reasonable steps to protect Confidential Information and, and without limiting any confidentiality undertaking agreed between us, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. We may each disclose Confidential Information to any person who is directly involved in the EOI process on our behalf, such as officers, employees, consultants, contractors, professional

advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the EOI.

- c. Respondents acknowledge that our obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. We will not be in breach of our obligations if Confidential Information is disclosed by us to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where we receive an OIA request that relates to a Respondent's Confidential Information we will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

3.6.4 Confidentiality of EOI information

For the duration of the EOI, to the date of the announcement of the Successful Respondent(s), or the end of the procurement process, the Respondent agrees to keep the EOI strictly confidential and not make any public statement to any third party in relation to any aspect of the EOI, the EOI process or the award of any Contract without our prior written consent.

3.6.5 Costs of participating in the EOI process

Each Respondent will meet their own costs associated with the preparation and presentation of their Expression and any negotiations.

3.6.6 Ownership of documents

- a. The EOI and its contents remain the property of Taranaki District Health Board. All Intellectual Property rights in the EOI remain the property of us or our licensors. We may request the immediate return or destruction of any or all EOI documents and any copies. Respondents must comply with any such request in a timely manner;
- b. All documents forming the Expression will, when delivered to us, become the property of Taranaki District Health Board. Expressions of Interest will not be returned to Respondents at the end of the EOI process;
- c. Ownership of Intellectual Property rights in the Expression remain the property of the Respondent or its licensors. However, the Respondent grants to us a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Expression for any purpose related to the EOI process.

3.6.7 No binding legal relations

- a. Neither the EOI, nor the EOI process, creates a process contract or any legal relationship between us and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Expression of Interest;
 - ii. the Respondent's statements, representations and/or warranties in its Expression and in its correspondence with us;
 - iii. the standard EOI conditions set out in paragraph **3.6**.
- b. Each exception in **paragraph 3.6.7.a** is subject only to our reserved rights in **paragraph 3.6.9**;
- c. Except for the legal obligations set out in **paragraph 3.6.7.a**, no legal relationship is formed between us and any Respondent unless and until a Contract is entered into between those parties.

3.6.8 Elimination

We may exclude a Respondent from participating in the EOI process if we have evidence of any of the following, and is considered by us to be material to the EOI:

- i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the EOI process;

- ii. the Expression contains a material error, omission or inaccuracy;
- iii. the Respondent is in bankruptcy, receivership or liquidation;
- iv. the Respondent has made a false declaration;
- v. there is a serious performance issue in a historic or current contract delivered by the Respondent;
- vi. the Respondent has been convicted of a serious crime or offence;
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.

3.6.9 *Our additional rights*

- i. Despite any other provision in the EOI we may, on giving due notice to Respondents:
 - amend, suspend, cancel and/or re-issue the EOI, or any part of the EOI;
 - make any material change to the EOI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- ii. Despite any other provision in the EOI we may:
 - a. accept a late Expression if it is our fault that it is received late;
 - b. in exceptional circumstances, accept a late Expression where we consider that there is no material prejudice to other Respondents. We will not accept a late Expression if we considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration;
 - c. in exceptional circumstances, answer questions submitted after the Clarification Period ends;
 - d. accept or reject any Expression of Interest, or part of a Expression of Interest;
 - e. accept or reject any non-compliant, non-conforming or alternative Expression of Interest;
 - f. decide not to enter into a Contract with any Respondent;
 - g. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent;
 - h. provide or withhold from any Respondent information in relation to any question arising in relation to the EOI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons;
 - i. amend the Proposed Contract at any time, including during negotiations with shortlisted Respondent(s);
 - j. waive irregularities or requirements in the EOI process where it considers it appropriate and reasonable to do so.
- iii. We may request that a Respondent agrees to us selecting any individual element(s) of the Requirements that is offered in a Expression and capable of being delivered separately, unless the Expression specifically states that the Expression, or elements of the Expression, are to be taken collectively.

3.6.10 *New Zealand law*

The laws of New Zealand shall govern the EOI process and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the EOI or the EOI process.

3.6.11 Disclaimer

- a. We will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the EOI process.
- b. Nothing contained or implied in the EOI, or EOI process, or any other communication by us to any Respondent shall be construed as legal, financial or other advice. We have endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.

4 Definitions

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

Respondent A person, organisation, business or other entity that submits an Expression of Interest in response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives.

Supplier Is any other business in the market place that does not submit an Expression of Interest.