



**Te Tūāpapa Kura Kāinga**  
Ministry of Housing and Urban Development

# Request for Information (Rfi)

by: Te Tūāpapa Kura Kāinga – The Ministry of Housing and Urban Development

for: Social Housing Finance

Rfi released: 5 August 2024

Deadline for Responses: 30 August 2024 @ 14:00

Te Tūāpapa Kura Kāinga – The Ministry of Housing and Urban Development

[Website](#)

7 Waterloo Quay

Wellington

# The information we require

This RfI is issued by Te Tūāpapa Kura Kāinga – The Ministry of Housing and Urban Development (HUD) referred to below as “HUD” or “we” or “us”.

## What we are interested in

We would like to hear from institutional investors with significant capital and/or intermediaries with recent experience of raising significant capital for Social Housing or other social infrastructure who are keen to share ideas/suggestions on how we can:

- Improve access to and the cost of Social Housing finance; and
- Support Social Housing providers to provide more social housing, at a lower cost and better value for money for Government.

At this stage we are focusing specifically on Social Housing funded through Income Related Rent Subsidy (IRRS) and provided by registered Community Housing Providers (CHPs).

## What we don't want

We are not seeking proposals, information or ideas on specific housing projects or development opportunities, or finance relating to other market segments or tenures (such as market rentals or home ownership) or for Kāinga Ora – Homes and Communities.

## Why should you respond?

We believe that you should respond to this RfI if you are:

1. An institutional investor that has provided finance (either equity or debt) for Social Housing;
2. An institutional investor that has considered providing finance (either equity or debt) for Social Housing or intends to do so in the future; or
3. A financial intermediary or advisor with experience in raising finance (either equity or debt) for Social Housing projects,

and would like to share insights gained from this experience to help us identify opportunities to improve access to and the cost of Social Housing finance across Aotearoa New Zealand.

**Responses will be collated and used to inform HUD on what improvements could be made as part of the Government's commitment to delivering better Social Housing.**

**Responses will not be evaluated or competitively assessed. Responding to this RfI will not advantage or disadvantage any Respondent in their future participation in Social Housing finance.**

## A bit about us

HUD is the Government's primary advisor on housing and urban development. We provide advice on policy and legislation, collect and share data and insights to inform decisions, fund a range of programmes to deliver more housing and urban development where it is most needed, regulate CHPs and monitor Kāinga Ora and Tāmaki Regeneration Company.

Everything we do is based on partnership and collaboration; we can't do it alone.

We partner and collaborate with critical groups across the housing and urban development system:

- Iwi and Māori, who are best placed to deliver effective housing and urban solutions for Māori communities;
- CHPs and other community organisations, who play an important role in delivering long-term, affordable housing, through rental, mixed-tenure or progressive home ownership solutions;
- Social sector organisations, which support Government to prevent and respond to homelessness and provide community support services;
- Local government, which promotes the social, economic, environmental and cultural wellbeing of their communities now and into the future;
- The private sector, which plays the largest role in funding, financing, designing, constructing, delivering and maintaining the built environment.

We work with other Ministries and Government departments to make sure we're working across Government in a coordinated way.

You can learn more from [www.hud.govt.nz](http://www.hud.govt.nz).

# SECTION 1: Key Information

## 1.1 Context

- a. This Request for Information (RfI) seeks information that will help HUD understand the finance sector's requirements for any Social Housing finance options HUD develops.
- b. Following this RfI, and other related engagements, HUD will use the information to inform its advice on what improvements might be made.

## 1.2 Our timeline

Here is our timeline for this RfI (New Zealand times and dates):

- RfI issued 5 August 2024
- **Deadline for Responses** **30 August 2024 @ 14:00**

## 1.3 How to contact us

- a. Contact us through our Point of Contact via email or the Government Electronic Tenders Service (GETS) ([www.gets.govt.nz](http://www.gets.govt.nz)).
- b. **Our Point of Contact:**

Name: s 9(2)(a)

Email address: [SHFinance@hud.govt.nz](mailto:SHFinance@hud.govt.nz)

## 1.4 Developing and submitting your information

- a. This is not a tender process.
- b. Take time to read and understand the RfI. In particular, understand our Requirements. These are in Section 2 of this document.
- c. If you have questions, ask our Point of Contact.
- d. Only answer the questions which you deem to be relevant.
- e. Submit your Response before the Deadline for Responses using the Response Form provided.

## 1.5 Address for submitting your Response

- a. Submit your Response, in the first instance: via our [SHFinance@hud.govt.nz](mailto:SHFinance@hud.govt.nz).
- b. **We will not accept Responses sent by post or delivered to our office.**

## **1.6 Our Rfl Terms**

The Rfl is subject to the Rfl Terms in Section 3 below.

## **1.7 Later changes to the Rfl or Rfl process**

- a. After publishing the Rfl, if we need to change anything or provide additional information, we will let all Respondents know by placing a notice on GETS at [www.gets.govt.nz](http://www.gets.govt.nz) .
- b. If you downloaded the Rfl from GETS, you will automatically receive notifications of any changes.

# SECTION 2: Our Requirements

## 2.1 Background

The Government announced that Budget 2024 will allocate \$140 million in new funding for 1,500 new Social Housing places to be provided, but not necessarily owned, by CHPs. There is an opportunity to canvas what options are available to optimise Social Housing financing, to improve the value for money New Zealanders get for their investment.

Housing is capital-intensive, requiring large sums of money to construct an asset that lasts decades - ideally generations. Paying for the upfront cost with finance allows funding to more closely match the useful life of the asset/home. Currently the onus is on providers (CHPs) to source finance, both equity and debt. Feedback from CHPs is that getting this finance on good terms is difficult and a major barrier to their ability to grow the number of homes they can build and vulnerable people they can support.

The Government has received a number of proposals from the finance sector on how to improve Social Housing finance. Many of these proposals have merit. This RfI engagement seeks to gather more information from the market on the different issues and options.

The initial focus of this work will be on Social Housing funded through IRRS, our current funding mechanism, as there are a number of challenges and opportunities to make improvements.

Key links and information:

<https://www.hud.govt.nz/funding-and-support/income-related-rent-subsidy>

<https://www.hud.govt.nz/funding-and-support/providing-public-housing>

## 2.2 Key outcomes

The outcomes that we want to achieve through this RfI are to:

1. Ensure we have fully and transparently canvassed the finance sector to inform our advice;
2. Refresh some previously discussed ideas to account for recent market developments;
3. Coordinate and manage the high level of interest and desire to engage in this work;
4. Confirm our understanding of the current landscape for Social Housing finance.

## SECTION 3: Rfl Terms

Defined terms are shown using capitals. You can find definitions at the end of this Section.

### Preparing and submitting a Response

#### 3.1 Preparing a Response

a. **Respondent obligations**

The Respondent must:

- i. read the complete Rfl and any additional information provided and referred to by HUD;
- ii. respond using the Rfl Response Form provided and include all relevant information;
- iii. include any assumptions, dependencies and/or qualifications in the Response;
- iv. quote any amounts in NZ\$, exclusive of GST;
- v. obtain independent advice before submitting a Response (if necessary);
- vi. make sure the Response is correct.

b. **Process acceptance**

By submitting a Response, the Respondent accepts the Rfl Terms.

c. **No obligation, no penalty**

Respondents are not expected or required to submit a Response in order to remain on any prequalified or registered supplier list.

#### 3.2 Respondent questions

- a. The Respondent must make sure they understand the Rfl.
- b. If the Respondent has any questions or needs clarification, they:
  - i. must submit questions either to our Point of Contact or via GETS;
  - ii. must clearly indicate any commercially sensitive information in their questions;
  - iii. may withdraw their questions at any time.
- c. When HUD receives questions:
  - i. it may respond;
  - ii. it may provide details of both the questions and the answers to other Respondents. In these circumstances HUD will summarise the questions and will not disclose the Respondent's identity;
  - iii. unless stated otherwise in the Rfl, HUD will post both the questions and answers on GETS;

- iv. HUD will not publish the Respondent's commercially sensitive information. However, if HUD considers the information to be significant for all Respondents, they may modify the question and publish both this and the answer. In that case HUD will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

### **3.3 Submitting a Response**

- a. The Respondent must ensure HUD receives the Response at the correct address on or before the Deadline for Responses.
- b. After the Deadline for Responses, HUD will acknowledge receipt of the Response.
- c. The Respondent must ensure that all information they provided:
  - i. is true, accurate and complete;
  - ii. is not misleading in any material respect;
  - iii. does not contain material that infringes a third party's intellectual property rights.

### **3.4 Clarification of Response**

- a. HUD may ask the Respondent for more information or clarification on the Response at any time during the RfI process.
- b. HUD need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested.

## **Standard RfI conditions**

### **3.5 Point of Contact**

- a. The Respondent must direct all RfI enquiries to HUD's Point of Contact in Section 1 of the RfI.
- b. Only the Point of Contact, or a person authorised by the Point of Contact, may communicate with the Respondent on any aspect of the RfI. HUD will not be bound by any statement made by any other person.
- c. HUD may change its Point of Contact at any time. HUD will notify the Respondent of any change by email or posting a notification on GETS.
- d. If a Respondent has an existing contract with HUD, business as usual communications, for the purposes of managing delivery of that contract, will continue using the usual contacts.
- e. If the Respondent has an existing contract with HUD, the Respondent must not use its business-as-usual communications to contact HUD regarding the RfI.



### 3.6 Conflict of Interest

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

### 3.7 Confidential Information

- a. Without limiting any other confidentiality agreement between them, HUD and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this Section 3.7, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RfI process on that party's behalf, but only for the purpose of participating in the RfI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else and does not use the information for any purpose other than participating in the RfI process.
- d. The Respondent acknowledges that HUD's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where HUD receives an OIA request that relates to a Respondent's Confidential Information, HUD may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- e. The Respondent may disclose HUD's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with HUD before making such a disclosure.
- f. HUD will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

### 3.8 Costs of participating in the RfI process

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

### 3.9 Ownership of documents

- a. The RfI and its contents remain the property of HUD. All Intellectual Property rights in the RfI remain the property of HUD or its licensors.
- b. HUD may request the immediate return or destruction of any RfI documents and any copies, in which case the Respondent must comply in a timely manner.

- c. All documents forming part of the Response will, once they are delivered to HUD, become the property of HUD. The Response will not be returned to the Respondent.
- d. The Respondent acknowledges and agrees that its Response (including any ideas, suggestions and models in it) is being freely shared with HUD on the understanding that it will be used by HUD to assist in considering how we can address the Social Housing finance issues laid out in this RfI. Accordingly, if HUD uses a Respondent's work, the Respondent will have no Intellectual Property right claim.

### **3.10 Limited rights and obligations**

- a. Except as stated otherwise in this paragraph, nothing in the RfI, these RfI Terms or the RfI process creates a contract or any other legal relationship between HUD and the Respondent.
- b. The following are binding on the Respondent:
  - i. the Respondent's signed declaration (contained in the RfI Response Form);
  - ii. the Respondent's obligations under paragraphs 3.3 and 3.6. Nothing in this Section 3.10 takes away from any rights or remedies HUD may have in relation to the Respondent's statements, representations or warranties in the Response or in correspondence with HUD;
  - iii. the standard RfI conditions in Section 3.
- c. Paragraphs 3.4 and 3.9 are binding on HUD.
- d. All terms and other obligations that are binding on HUD are subject to the HUD's additional rights in paragraph 3.11.

### **3.11 HUD's additional rights**

- a. **Changes to the RfI**
  - i. HUD may amend, suspend, cancel or re-issue the RfI, or any part of it, so long as it notifies the Respondent.
  - ii. HUD may change material aspects of the RfI, such as the timeline or Requirements, provided it gives the Respondent time to update its Response in relation to the changes.
- b. **Timeline**
  - i. HUD may accept a late Response if it is HUD's fault it is late, or if HUD considers there is no material prejudice to other Respondents in accepting a late Response.
- c. **RfI Process**
  - i. HUD may liaise with any Respondent without informing, or doing the same, with any other Respondent.
  - ii. HUD may provide Respondents with information arising from questions about the RfI.
  - iii. HUD may withhold information arising from questions about the RfI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.

- iv. HUD may waive requirements or irregularities around the Rfl process if HUD considers it appropriate or reasonable to do so.

### 3.12 New Zealand law

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

### 3.13 Disclaimer

- a. Nothing contained or implied in the Rfl, or Rfl process, or any other communication by HUD to the Respondent is to be construed as legal, financial or other advice.
- b. HUD will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up-to-date.
- c. HUD will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFI process, whether as a result of HUD exercising its rights under paragraph 3.10, HUD’s negligence or breach of these RFI Terms, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of HUD, its agents and advisors in connection with the Rfl process, to all Respondents combined, is NZ\$5,000.
- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability HUD may have for breach of confidentiality or infringement of the Respondent’s intellectual property rights.

### 3.14 Precedence

- a. Any conflict or inconsistency in the Rfl shall be resolved by giving precedence in the following descending order:
  - i. these Rfl Terms;
  - ii. all other Sections of the Rfl document;
  - iii. any additional information or document provided by HUD to Respondents through HUD’s Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

## Definitions

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

Term	Definition
Confidential Information	Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFI process, where that information:

Term	Definition
	<p>a. is by its nature confidential, and/or</p> <p>b. is marked at the time of disclosure to the Recipient as ‘confidential’, ‘in confidence’, ‘restricted’, ‘sensitive’, ‘secret’ or ‘top secret’.</p> <p>However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.</p>
Conflict of Interest	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to:</p> <p>a. conflict with the Respondent’s obligations to HUD under the RFI or in the provision of the goods or services, and/or</p> <p>b. call into question the independence, objectivity or impartiality of any person involved in the RFI process on behalf of HUD.</p> <p>A Conflict of Interest may be:</p> <p>c. actual: where the conflict currently exists</p> <p>d. potential: where the conflict is about to happen or could happen, or</p> <p>e. perceived: where other people may reasonably think that a person is compromised.</p>
Deadline for Answers	The deadline for HUD to respond to questions submitted by a Respondent stated in Section 1 of the RFI.
Deadline for Responses	The deadline for delivering or submitting Responses to HUD as stated in Section 1 of the RFI.
Deadline for Questions	The deadline for submitting questions to HUD as stated in Section 1 of the RFI.
GETS	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a> .
HUD	The Government agency that has issued the RFI with the intent of obtaining information
Intellectual Property	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.
Point of Contact	HUD and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFI process. HUD’s Point of Contact is identified in Section 1 of the RFI. The Respondent’s Point of Contact is identified in its Response.
Respondent	A person, company or organisation that submits a Response in response to the RFI. The term Respondent includes each member of any consortium.
Response	The response a Respondent submits in reply to the RFI. It comprises the Response Form and all other information submitted by a Respondent.
Response Form	The form and declaration prescribed by HUD and used by a Respondent to respond to the RFI, duly completed and submitted by a Respondent as part of the Response.

Term	Definition
Rfi	Means the Request for Information.
Rfi Terms	Means the Rfi Terms as set out in Section 3 of the Rfi.
Social Housing	For purposes of this RFI, we are focussing on housing that is delivered via registered Community Housing Providers (CHPs) and funded by the Income Related Rent Subsidy (IRRS). This type of housing is sometimes referred to as Public Housing. Many CHPs deliver other types of housing (non-IRRS) as well.

For more definitions, click [HERE](#).