

Request for Proposals (RFP)

for a Metlink Advertising Services Supplier

Part 1 – Our Requirements



RFP released: 22 May 2023

Deadline for Questions: 5pm 15 June 2023

Deadline for Proposals: 12pm (midday) 22 June 2023

Greater Wellington Regional Council
100 Cuba Street
Wellington

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This opportunity in a nutshell

Greater Wellington Regional Council / Te Pane Matua Taiao (GWRC/we) are the public transport provider for Wellington Region. Metlink is the brand name we use for our public transport services.

We are building a low emission public transport network to make our region even greater. Our public transport network covers the entire Wellington region. We have 4 rail lines, over 90 public vehicle routes, and 4 harbour ferry stops. Our Total Mobility scheme also helps people with impairments to access appropriate transport, and we are piloting an on-demand service in Tawa.

The network has the largest number of electric buses of any NZ transport authority, with over 100 in service, the first electric ferry in the southern hemisphere, with all the trains electric except for the Wairarapa line.

We are seeking a supplier to manage and maximise revenue generating opportunities from the sales of advertising space across its public transport assets. The network represents a valuable opportunity for out of home advertising.

The current available assets are:

- 450 buses external static including a fleet of 100+ Electric vehicles
- 25 internal bus bulkheads Static
- 83 train bulkheads Static
- 49 digital kiosk faces

This out of home network has reach across the entire Wellington Region, where 73% of the population have used public transport in the past 12 months.

What we need

GWRC are seeking to appoint a supplier (a single advertising services partner) that will be responsible for growing revenue through the day-to-day management of GWRC's out of home network, including direct sales from concept to creation.

This contract will include:

- 1) Sales of advertising space across a network of assets
- 2) Management of the production, install and de install of advertising
- 3) Guardianship of GWRC's advertising policy
- 4) Transparent reporting, including how the GWRC portfolio will be managed in relation to other assets (or contracts) the supplier may hold
- 5) Allocation of 10% of the bus fleet and 12.5% of digital slots for GWRC messaging
- 6) Expectations for Living Wage, positive outcomes for Māori, and the natural environment.

GWRC will provide a point of contact to manage the relationship and to work with the successful respondent to develop and grow the business, but the onus is on the supplier to drive the revenue growth.

What's important to us

We want to partner with a supplier who:

- 1) is innovative, proactive, collaborative, and able to develop new revenue opportunities
- 2) has a demonstrated track record of providing similar services in both digital and static out-of-home advertising

- 3) has the capacity and capability to manage a delivery team
- 4) will work transparently with GWRC and be able to provide clear financial reporting and forecasting
- 5) can demonstrate commitment to positive outcomes for Māori
- 6) is a socially responsible organisation that is committed to payment of the Living Wage in the services provided to us
- 7) is committed to driving positive environmental outcomes
- 8) upholds guardianship of the GWRC advertising policy.

What we don't want

We do not want theoretical approaches to how the supplier may improve GWRC's revenue through the sale of advertising space.

We do not want responses with marketing material and promotional material.

We do not want responses that will involve multiple points of contact for GWRC and for large components of work to be completed by GWRC.

Why should you bid?

This is a unique opportunity to secure a key geographic area in the out of home market in Aotearoa New Zealand. With 73% of the population in the Wellington Region declaring they use public transport, this network is in demand and therefore a valuable commodity for advertising agency clients out of home campaigns.

The contract represents a commercial opportunity for out of home media services providers. There are also future green field opportunities, including the potential roll out digital assets across the bus and train fleet.

Good employer

It is important to GWRC to receive responses from suppliers that can demonstrate that they are good employers and support payment of the Living Wage throughout their supply chain (including sub-contractors engaged in the contract).

GWRC is a Living Wage employer and supports payment of a Living Wage to those engaged to deliver services to GWRC. Living Wage as defined by Living Wage Aotearoa as "the income necessary to provide workers and their families with the basic necessities of life. A living wage will enable workers to live with dignity and to participate as active citizens in society".

Important for suppliers to understand: Digital kiosk Network - Asset Transfer

GWRC are excited about the future potential of digital out of home and have worked with the current contract partner to roll out a digital kiosk network that is still in the process of being installed.

All suppliers must note that the digital kiosk network across 9 station is currently owned by the current supplier. To this end, the incoming supplier must have the legal and financial capacity to honour the purchase price of this network, the asset value of which is \$1.331 million +GST. This is reflected in a pre-condition.

SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Metlink Advertising Services contract opportunity.
 - b. This RFP is a single-step procurement process.
 - c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *'a person, organisation, business or other entity that submits a Proposal in response to the RFP. 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 market place that does not submit a Proposal.'* Definitions are at the end of [Section 6](#).
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1.2 Our timeline

- a. Here is our anticipated timeline for this RFP.

Steps in RFP process:

Date:

Deadline for Questions from suppliers (Deadline for Questions) 15 June 2023

Deadline for Proposals **12pm (midday) 22 June 2023**

Shortlisted Respondents' presentations weeks starting 10 & 17 July 2023

Advise Respondents of outcome end July 2023

Debriefs August 2023

Anticipated Contract start date: 1 October 2023

- b. All dates and times are dates and times in New Zealand Standard Time (NZST).
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1.3 How to contact us

- a. All enquiries relating to the Requirements must be sent via [GETS](#), where these will be answered. Note that the Buyer is under no obligation to answer questions submitted after the Deadline for Questions.

For [GETS support](#), please contact:

Email: info@gets.govt.nz

Phone: 0508 438 743 (0508 GETS HELP)

International phone: +64 4 901 3188.

- b. All enquiries relating to the procurement process must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

Our Point of Contact

Name: Procurement Team

Email address: Tenders@gw.govt.nz



1.4 Developing and submitting your Proposal

- a. This is a single stage open competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFP. 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.
- c. For helpful hints on tendering and access to a supplier resource centre go to: <https://www.procurement.govt.nz/suppliers/>
- 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](#).

The documents that make up this RFP are as follows:

Part 1 Our Requirements	This document includes our Requirements, information about this RFP, the Definitions, and Terms and Conditions of the process.
Part 2 Response Form	The Part 2 is for you to provide us your response to our requirements (including proposed contract). Included are weighted questions, and pre-conditions. No financial information is to be submitted in this Part 2 Response Form
Part 3 Pricing Template	Your pricing information must be submitted as per the instructions and format in the Part 3 Pricing Template.
Part 4 Due Diligence	The Part 4 Due Diligence is for you to provide additional information for GWRC to understand more about your organisation. This information is not weighted, but will be considered as part of the public value for money process.
Part 5 Proposed Contract	This is for your review. You must provide your feedback within the Part 2 Response Form (Section 4).
Part 6 Asset and patronage data	This is for your information and details the available assets and advertising formats currently allowed under the GWRC advertising policy .

At a minimum, we are expecting Respondents to submit:

Completed Part 2 Response Form	There must be no Pricing information within this document . Provide your responses to the pre-conditions and criteria questions. You must remember to include your feedback to the Proposed Contract and sign the Declaration.
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	This must be submitted via GETS in an unlocked/unrestricted Word or pdf format.
Completed Part 3 Pricing Template	All Pricing information must be within this document. All sections must be completed. This must be submitted via GETS in an unlocked/unrestricted Excel format.
Completed Part 4 Due Diligence	All sections must be completed in this document. This can be submitted as either unlocked/unrestricted Word or pdf.

If your response has any attachments, please ensure they are clearly named and referenced to the evaluation criteria number (eg Criteria 1.1).

This process is a two-envelope system. This means, when you are ready to submit your Proposal via GETS:

- 1) Your **quality/non-price** documentation must be submitted into the quality response folder, and
- 2) your **pricing information** must be submitted into the pricing folder.

The file size limit on GETS is 50MB per file. There is no limit on the number of files you can upload into GETS.

Remember to check you have provided all information requested, and in the format and order asked for.

Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals.



1.5 Address for submitting your Proposal

- a. Proposals must be submitted electronically via [GETS](#).
- b. Proposals sent by post or hard copy delivered to our office, will not be accepted.



1.6 Our RFP 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 **6 calendar months** from the Deadline for Proposals.

- b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#).

We have made the following variation/s to the RFP-Terms:

6.17 c) Confidential Information is replaced by;

Suppliers acknowledge that the Buyer's obligations under clause 6.17 a) are subject to the requirements imposed by the Local Government Official Information and Meetings Act 1987, the Privacy Act 2020, and any other obligations imposed by the law or any Court. The Buyer's obligation to keep the Supplier's information confidential will not be breached if the information is

disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

New Zealand Law add new clause;

6.24 b) The Supplier acknowledges that the Buyer is a local authority and that in terms of its regulatory functions as a local authority the Buyer is obliged to, and shall act as, an independent local authority and not as a party to this Contract. Any consent or approval of the Buyer acting as a party to this Contract shall not be construed as a consent or approval of, or bind it in its regulatory capacity.



1.7 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on [GETS](#).
 - b. If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.
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SECTION 2: Our Requirements

2.1 Background

The Land Transport Management Act 2013 (LTMA) established a new framework for planning and contracting public transport services, known as the Public Transport Operating Model (PTOM).

GWRC has been operating with the PTOM model since 2018 and has contracted the bus services to four operators, Tranzurban, NZ Bus, Uzabus and Mana Coach Services. The Trains are operated by Transdev, and the Ferry Service by East by West Ferries.

Under PTOM, the services are grouped into 18 bus units, 1 rail unit and 1 ferry unit, and GWRC can sell advertising across its public transport assets in these units. There is currently no agreement in place to advertise on the ferry services which are contracted differently to the bus and rail networks. There may be future opportunities for this, however this is currently unknown and therefore are not included in this RFP.

GWRC's current contract is due to expire 30 September 2023. To this end, GWRC require a supplier to provide media (advertising) services across its public transport network.

2.2 What we are buying and why

As described earlier in this document, this RFP relates to an open, competitive, one-stage procurement process to identify a supplier to generate revenue for GWRC through the sales of mainly out of home advertising across GWRC's Public Transport assets. The revenue generated will contribute towards the running of the Public Transport Network.

2.3 What we require: the solution

We are seeking suppliers who:

- will be the sole party for managing this contract
- have an established advertising agency and direct sales team who have the experience to deliver GWRC required revenue targets across digital and static assets
- can drive innovation and continuous improvement, have grown markets for their customers, and can identify areas for growth for GWRC
- can commit to a minimum annual guarantee of \$2 million per annum

2.4 What we require: capability and capacity

We are seeking suppliers that can:

- be the guardian and champion of the advertising policy ensuring it is upheld
- have the management structure and capacity to provide a dedicated account manager
- demonstrate a strong track record of managing similar types of contracts
- Manage the production of all material required for static advertising on bus, train, and all future static/digital assets such as station buildings and vehicle interiors including GWRC's allocations
- manage the instal and deinstall of all material regarding static advertising on bus and train and all future static assets such as station buildings and vehicle interiors including GWRC's allocations
- manage the distribution of digital advertisements to the digital kiosk network on rail including GWRC's allocation
- manage the allocation go GWRC's required share of asset space
- provide clear financial reporting allowing GWRC to manage and track the performance
- develop and maintain a relationship with GWRC that is collaborative and based on trust

2.5 What we require: Broader Outcomes

We are seeking suppliers that can:

- commit to positive outcomes for Māori including ensuring contractors engaged in this contact are also committed to positive outcomes for Māori
- support GWRC in minimising environmental impact of services and is ensuring their partners that will be involved in this contract are similarly committed in the response to climate change and minimising waste
- demonstrate that they are a socially responsible organisation that is committed to paying the living wage, including ensuring contractors engaged on this contract are also committed to paying a minimum of the living wage.

2.6 Advertising Assets - The opportunity

A full list of the advertising assets can be found in Part 6 - Metlink Advertising Services - Assets and Patronage Data for:

- 1) Buses 450 + Exterior Bus decals and wraps
- 2) Airport Service Premium Service with 9 Bus backs only
- 3) Trains 83 - Bulkheads and A3 Posters
- 4) Digital kiosk Network 49 faces across 9 stations

The locations of the advertising assets can be found at [Network Maps of the public transport network](#).

2.7 Advertising Policy

It is important to GWRC that advertising across all its assets is in line with the GWRC advertising policy. The current policy is publicly available and can be found [here](#) and may be updated by GWRC from time to time. It is critical to GWRC that the successful supplier champions the policy and acts as the guardian and gate keeper ensuring that all advertising is appropriate and in line with the policy.

2.8 Contract term

We anticipate that the Services will commence 1 October 2023. We expect to be in contract with the Successful Supplier no later than 1 September 2023 to accommodate any required transitional activities. The anticipated Contract term, and options to extend, are:

Description	Years (Calendar)
Initial term of the Contract	3 years
Options to extend the Contract	2+2
Maximum term of the Contract	7 years

2.9 Innovation and Alternative/Non-Conforming Proposals

GWRC welcomes innovation. Alternative/non-conforming proposals will be accepted to enter the evaluation process only if a proposal is submitted (and accepted) in accordance with the requirements of the RFP process. The proposal must be clearly labelled as alternative/non-conforming. The information within the alternative/non-conforming proposal must be structured in such a way that it is possible to evaluate it within the evaluation process, and satisfies our Requirements.

SECTION 3: Our Evaluation Approach

3.1 Evaluation Model and Approach

The evaluation model that will be used is weighted attribute (weighted criteria). Price is not a weighted criterion, it will be reviewed as part of value for money consideration.

Each Proposal will be subject to the following evaluation stages:

Stage		Weighting
1.	Pre-condition and compliance assessment	Pass/Fail
2.	Weighted criteria (written)	Fit for Purpose
		Capability and Capacity
		Broader Outcomes
3.	Weighted presentation (shortlisted Respondents)	20%
4.	Value for money consideration (including pricing)	Rank
Total possible weighting		100%

Stage 1 - Pre-condition and compliance assessment

Each Proposal must comply with the submission requirements of the process. If not, it may not proceed any further in the evaluation process.

Each Respondent must agree to meet all of the following pre-conditions. Proposals which fail to agree to one or more will be eliminated from further consideration.

Respondents who are unable to agree to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

#	Pre-condition
1)	You, the Respondent, confirm that all personnel who will be involved in delivering the services will receive at least the New Zealand living wage standard (currently \$23.65).
2)	You, the Respondent, confirm that your proposed annual guarantee meets a minimum of \$2,000,000 (exclusive of GST) equivalent per calendar year.
3)	You, the Respondent, confirm that you are proposing that GWRC contracts with a single party. Note: consortia are permitted but there must be a single contracting party.
4)	You, the Respondent, confirm that you have the legal and financial capacity to honour this contract, noting that the purchase value for the digital kiosk network is estimated to be \$1.331m (exclusive of GST).
5)	You, the Respondent, agree to be bound by the New Zealand Government Supplier Code of Conduct: https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf .

Stage 2 - Evaluation criteria (written)

Respondent proposals which agree to meet all pre-conditions will be eligible for evaluation on their merits according to the following evaluation criteria and weightings:

#	Criteria	Weighting
1.	Fit for Purpose Solution	30%
	1.1 Plan of how the supplier will deliver the services	10%
	1.2 Ability to drive innovation and continuous improvement	16%
	1.3 Risk identification and management	4%
2.	Capability & Capacity	30%
	2.1 Track record delivering similar services	7%
	2.2 Proposed personnel	10%
	2.3 GWRC Advertising Policy	5%
	2.4 Capability to manage day to day operational delivery	6%
	2.5 Financial management and reporting	2%
3.	Broader Outcomes	20%
	3.1 Positive Outcomes for Māori	7%
	3.2 Environmental Outcomes (i) Response to Climate Change	3%
	3.2 Environmental Outcomes (ii) Managing Waste	3%
	3.3 Social Outcomes (Living Wage and Corporate Social Responsibility)	7%
Total possible weighting for written response		80%

Only Proposals that GWRC determine as meeting an Acceptable level of quality for each criterion will be considered for shortlisting to weighted presentation.

Stage 3 - Weighted presentation (shortlisted Respondents)

Shortlisted Respondents will be invited to present to GWRC. The weighting for this Stage is 20%. The Presentation will likely be in three main parts (however this may be subject to change):

1. Broader Outcomes - Demonstration of how the Respondent reflects Broader Outcomes in their day-to-day business,
2. Innovation – Demonstration of how the Respondent will leverage innovation to benefit GWRC, and
3. People - Demonstration by the Respondent that they have the people and partners to deliver.

Stage 4 -Value for money consideration (including pricing)

GWRC will determine which Respondent/s to select as Preferred Respondent/s based on the best public value over the whole-of-life of the Contract. This means achieving the best combination of good price, good quality, and good outcomes (social, environmental, cultural and/or economic outcomes).

GWRC consider a range of factors when determining which Respondent/s to select as Preferred Respondent/s. These can include (but are not limited to): response to weighted criteria, proposed Pricing, response to the Proposed Contract, any due diligence conducted to date, assumptions, dependencies, risks, and benefits associated with a Respondent offer.

3.2 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.

Description	Definition	Rating
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	9-10
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	7-8
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with supporting evidence.	5-6
Minor reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	3-4
Serious reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1-2
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	0

3.3 Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity, and price.

If a Respondent pricing/revenue is substantially higher than other Proposals (an abnormally high bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements, meet the conditions of the Proposed Contract, and be able to deliver the stated revenue.

3.4 Evaluation process and due diligence

For this procurement process, due diligence will likely consist of the following as a minimum:

1. Reference checks of supplier
2. Reference checks of any third-party organisations a supplier includes in their Proposal
3. Companies Office check
4. Financial viability assessment of 3 years of audited accounts

GWRC may wish to undertake any (or all) of the additional following evaluation process/due diligence activities:

1. Interviews
2. Presentations
3. Site visits
4. Product/service demonstrations
5. Health and Safety checks
6. Third party opinion

SECTION 4: Pricing information

4.1 Pricing information to be provided by Respondents

Respondents must provide all financial information relating to revenue generations (advertising sales), all production costs and all installation and de installation cost in the Part 3 Pricing Template.

In preparing and submitting Price, the Respondent must meet the following:

- a. use the pricing schedule template provided (Part 3).
- b. clearly show a breakdown of all production/install/deinstall cost associated with the revenue generation and the percentage share of the revenue that will be paid to GWRC as a minimum annual guarantee. Fluctuations in production, freight and install costs must be accounted for and clearly state the total contract price exclusive of GST.
- a. 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.
- b. document in their Pricing Proposal all assumptions, tags, clarifications, and qualifications made about the delivery of the Requirements that will impact on whole-of-life costs of the products or services, within 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 any impacts on the cost should be estimated if possible.
- c. explain how the proposed approach to pricing will help GWRC to achieve best value for money over the life of the contract.
- d. the advertising rate card/s and production costs for static and digital to provide the goods and services to advertisers, this could include any package deals or promotional deals intended to entice advertisers.
- e. where services are proposed to be provided by the Respondent's subcontractors or partners, detail the commercial terms of these arrangements and detail where any profit margin may be applied to their supply to GWRC.
- f. an explanation and supporting figures the impact, if any of GWRC requiring 10% of the bus fleet will have on the proposed revenue share.
- g. an explanation with supporting figures of how your response to Part 3 would change if GWRC did not require the use of 12.5% of advertising space across the digital kiosk network for public service messaging.
- h. clearly state that it includes the transfer of ownership of the current digital kiosk network the value of which is detailed in the pricing sheet.
- i. where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.
- j. where two or more Respondents intend to lodge a joint or consortium Proposal, the pricing schedule is to include all costs, fees, expenses, and charges chargeable by all Respondents.
- k. Prices must be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.

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 are attached in GETS as:

Part 5 - Metlink Advertising Services RFP - Proposed Contract

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 Part 2 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.

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement, the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
 - This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFP.
 - Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Proposal in response to the RFP. 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 market place that does not submit a Proposal.*' [Definitions](#) are at the end of this section.
 - If you have any questions about the RFP-Terms please email our [Point of Contact](#).
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Standard RFP process



Preparing and submitting a Proposal

6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered

supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.



6.2 Offer Validity Period

- a. Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.

6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers 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.



6.4 Submitting a Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal



- ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
- iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.

Assessing Proposals



6.5 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.

6.6 Third party information

- a. Each Respondent authorises the Buyer 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 Proposal.
- b. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.



6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:



- i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
- ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.



6.9 Negotiations



- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i. prepare a negotiation plan for each negotiation
 - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



6.10 Respondent's debrief



- a. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:



- i. provide the reasons why the Proposal was or was not successful
- ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
- iii. indicate the Proposal's relative strengths and weaknesses
- iv. explain, in general terms, the relative advantage/s of the successful Proposal
- v. seek to address any concerns or questions from the Respondent
- vi. seek feedback from the Respondent on the RFP and the RFP process.

6.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.

6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.

Standard RFP conditions

6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer 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 the Buyer, solicit information or discuss aspects of the RFP.



6.14 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of

Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its 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 RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. 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. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer 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.



6.18 Confidentiality of RFP information

- a. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public

statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.

- b. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

6.19 Costs of participating in the RFP process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

6.20 Ownership of documents

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



6.21 No binding legal relations

- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:

- i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
- ii. the Proposal 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
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (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.
- b. Despite any other provision in the RFP the Buyer may:
 - i. accept a late Proposal if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it 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 Proposal
 - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Proposal, or part of a Proposal
 - v. accept or reject any non-compliant, non-conforming or alternative Proposal
 - vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 - vii. decide not to enter into a Contract with any Respondent
 - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. 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

- x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
- xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.24 New Zealand law

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

6.25 Disclaimer

- a. The Buyer 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 RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFP-Terms)
 - iii. all other Sections of this RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer'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 later information or document will prevail.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none">is by its nature confidentialis marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted'is provided by the Buyer, a Respondent, or a third party in confidencethe Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ol style="list-style-type: none">actual: where the conflict currently existspotential: where the conflict is about to happen or could happen, orperceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.

Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph

(shortened to RFP-Terms)	1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. 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 market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.