

# Request for Proposals (RFP)

Metlink CCTV, audio installation & maintenance services

## Part 1 – Our Requirements



RFP released: Wednesday 6<sup>th</sup> March 2024 NZST

Deadline for Questions: 5pm Thursday 21<sup>st</sup> March 2024 NZST

Deadline for Proposals: 12pm (midday) Friday 5<sup>th</sup> April 2024 NZST

Greater Wellington Regional Council

100 Cuba Street

Wellington

# Contents

This opportunity in a nutshell.....	3
SECTION 1: Key information .....	6
SECTION 2: Our requirements .....	9
SECTION 3: Our evaluation approach .....	16
SECTION 4: Pricing information .....	19
SECTION 5: Our proposed contract .....	20
SECTION 6: RFP process, terms and conditions .....	21
Definitions .....	30

# This opportunity in a nutshell

Greater Wellington Regional Council, a public statutory body constituted under the Local Government Act 2002 (**GW, we**) operates a complex, well-established public transport network across the Wellington region under the brand 'Metlink'. We are one of the largest CCTV networks, based in Wellington.

Our vision is to offer reliable and accessible public transport services on a network where Metlink customers and employees feel safe. Our customer satisfaction surveys tell us that people's feelings around personal safety is highly correlated with their overall satisfaction of the public transport network. This finding is supported by national research, which tells us that personal security concerns are a common barrier to the use of public transport after dark by regular public transport users<sup>1</sup>.

To achieve positive public transport outcomes, we use multiple solutions, as explained on our [Metlink website](#). One initiative we use to deter crime and anti-social behaviour across bus and rail networks is a comprehensive Closed Circuit Television Solution (**CCTV Solution**) and **Security System**.

- **CCTV Solution** includes Bosch™ dome, flexi-dome, multi-head, and Pan Tilt Zoom (PTZ) CCTV cameras, housings, equipment cabinets, recording storage arrays (DIVAR), Allied Telesis Switches, Operator Workstations and PC's, the Bosch Video Management System (BVMS), software license management and Allied Telesis managed switches, camera mounting poles, brackets, and cabling. The Bosch camera sound recording features are not used.
- **Security System** is a broader term that encompasses the CCTV Solution as well as the Jacques System, intruder alarm systems, and Gallagher Electronic Access Control System (EACs). The EACs is situated at the Wellington Railway Station, where other railway stations within the Wellington Region can be locked/unlocked remotely.

## What we need

The current contracts that support our CCTV Solution and Security System end on 30 June 2024. This procurement aims to maintain seamless service delivery post 30 June and to uphold our commitment to the public transport network.

The purpose of this procurement is to identify a suitably qualified supplier to manage our CCTV Solution and Security System. Specifically, to:

- ✓ **provide strategic leadership and roadmap innovations** as they relate to CCTV, to optimise our network while keeping safety and value-for-money outcomes top of mind.
- ✓ **take responsibility for Maintained Assets** across the rail and bus networks. Keep us regularly appraised through a collaborative and transparent governance, reporting and SLA model.
- ✓ **co-ordinate cross-functional teams** in line with KiwiRail and local councils' traffic and site-specific management plans. Responsibilities include holding current applicable permits, health & safety management such as working at heights, asbestos and confined spaces, risk management, and traffic management applications and approvals.
- ✓ **proactively address urgent outages, triage, and remediate** within pre-agreed timeframes. This includes out of hours issues, root cause analysis and collaborating with inter-dependent parties (e.g., our technology team and infrastructure suppliers), based on site criticality and agreed SLAs.

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<sup>1</sup> GW Public Transport Group Camera Surveillance Policy (September 2018) [here](#)

- ✓ **advise on cost-effective, optimized CCTV configurations** including new locations. Our aim is to achieve appropriate coverage while respecting privacy policy obligations and process efficiency.
- ✓ **oversee our asset renewal programme** including supply and installation of new equipment at new and existing sites.
- ✓ **perform timely upgrades** with minimal/no disruption to services including software license management and warranty programme management activities.

For the purposes of this procurement, the scope spans multiple, complex rail and bus locations<sup>2</sup>:

- 1) **For rail:** GW operates a wide range of rail assets across our stations, commuter Park and Rides, stabling yards, and the EMU (Electrical Multiple Unit) Depot for the rail network.
- 2) **For bus:** GW owns numerous bus hubs, shelters, bus driver toilets, layovers, parking yards and depots for the purpose of operating the bus network.
- 3) **For ferry:** GW has wharf waiting areas at Day's Bay and Wellington wharf. We do not have a requirement for wharves at present, but we may do in future. This is separate to the on-ferry CCTV cameras which are owned by the ferry operator.

To help you get a deeper understanding of our CCTV network, we append current state context such as Site diagrams, asset specifications and Metlink asset registers to this RFP. Please note that camera numbers and placement is likely to continually evolve over the life of the contract.

## Why should you bid?

We believe this is a great opportunity for a business to be involved in a programme that directly improves the operational safety of the Metlink public transport system for staff and customers throughout the Wellington region.

We anticipate that this programme will provide a sense of pride for the successful company, knowing it is contributing to the ongoing effectiveness of the public transport network and the health and safety of the public using the public transport network.

## What's important to us

We want to partner with a supplier whose solution is:

- ✓ **Built on quality and reliability.** A good quality, reliable and well supported solution that will give the best possible results over the whole-of-life of the service.
- ✓ **Meets health and safety standards.** We're looking for proof that health, safety, and wellbeing is woven into the fabric of your business operations. Not just your end products but also how you produce these without harm to your staff and others.
- ✓ **Backed by relevant experience:** A good track record in managing and implementing similar CCTV solutions, preferably familiar with the New Zealand transport environment and local government context, and the capability and capacity to work with other PCBU's.

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<sup>2</sup> <https://www.gw.govt.nz/your-council/legal/camera-surveillance/>

- ✓ **Supported by a good employer.** Suppliers support payment of the Living Wage in New Zealand and/or for international suppliers, an equivalent appropriate wage throughout the supply chain<sup>3</sup>.

## What we don't want

As this is a high-profile procurement with public attention, the following characteristics are unsuitable:

- A supplier who is not or is unable to become certified as a Bosch Certified Security Partner. It is important to note that we specifically require this as our CCTV cameras are all Bosch and we need to be able to appoint a supplier that will be authorised and competent to maintain and service the cameras. Software licenses are also required to be purchased on our behalf through a Bosch Certified Security Partner
- A supplier who is or is not be able to obtain Revera Data Centre access.
- A supplier that does not have experience working on local authority road networks (with traffic management plans).
- A supplier that does not have experience working in the rail corridor or at the very least can evidence an acceptable health and safety record that will allow them to apply for and secure a rail corridor permit from KiwiRail. KiwiRail also require HSE induction and the online electrical awareness Intermediate-level certification.<sup>4</sup>
- A supplier with no access or subcontractor access to a manufacturing facility and/or no storage capacity to store our inventory off-site, prior to installation.
- A supplier without capable resources available to provide a 24/7 maintenance and reactive service. This includes being available to provide emergency maintenance and repairs on short notice especially across such a large network.
- A supplier who is unable to articulate and demonstrate their ability, as a principal PCBU, to effectively manage the relationships and activities of other PCBU's associated with the services required of this contact
- A supplier that is unable to cover the whole scope of works within the required timeframe.

Finally, we do not want to receive Proposals with generic marketing and promotional material or Proposals that involve multiple points of contact.

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<sup>3</sup> 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”.

<sup>4</sup> A permit to enter is required for Rail, more information on this process can be found [here](#)

# SECTION 1: Key information

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## 1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for Greater Wellington Regional Council’s CCTV contract opportunity.
  - b. This RFP is a single-step, open competitive procurement process.
  - c. Words and phrases with special meanings are shown using 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 marketplace that does not submit a Proposal.’ See definitions in [Section 6](#).
  - d. The contract type is described SECTION 5: Our proposed contract.
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## 1.2 Our timeline

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

<b>Steps in RFP process:</b>	<b>Date (NZST)</b>
Deadline for Questions from suppliers	Thursday 21 <sup>st</sup> Mar 2024
<b>Deadline for Proposals</b>	<b>12pm (midday) Friday 5<sup>th</sup> April 2024</b>
Shortlisted Respondents’ presentations	early May 2024
Advise Respondents of outcome	June 2024
Debriefs	July 2024
Anticipated Contract start date:	July 2024

- b. All dates and times are 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](mailto: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:

**Point of Contact:** Karen Morris, Senior Procurement Advisor  
**Email address:** [tenders@gw.govt.nz](mailto:tenders@gw.govt.nz)

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## 1.4 Developing and submitting your Proposal

- a. This 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 by emailing our Point of Contact.

The documents that make up this RFP are as follows:

<b>Part 1</b> Our Requirements	This document includes our Requirements, information about this RFP, Definitions, and Terms and Conditions of the process. To help provide context, this document is supported by RFP appendices about Metlink’s CCTV assets, CCTV Site plans and equipment specifications.
<b>Part 2</b> Response Form	The Part 2 is for you to provide us your response to our requirements (including proposed contract). Included are questions, and pre-conditions. No financial information is to be submitted in this Part 2 Response Form
<b>Part 3</b> Pricing Template	Your pricing information must be submitted as per the instructions and format in the Part 3 Pricing Template.

At a minimum, we are expecting Respondents to submit:

<b>Completed Part 2</b> Response Form	There must be <b>no Pricing information within this document</b> . 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. This must be submitted via GETS in an unlocked/unrestricted Word or pdf format.
<b>Completed Part 3</b> 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.

If your response has any attachments, please ensure they are clearly named and referenced to the requirements number in Part 2.

This process is a two-envelope system. This means that 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

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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.

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## 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.
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## 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: RFP process, terms and conditions

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.

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## 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 A bit about us

### Origins and expansion

In the early 2000's, we began rolling out our CCTV solution on the rail network in response to an increase in personal security incidents and car theft. Since then, the solution has progressively expanded and is installed across a diverse cross section of bus and rail sites. Examples include all railway stations (except Matarawa and Western Hutt), bus hubs and shelters, bus driver toilets, most Park and Ride car parks, train stables and bus layover sites and bus depots will be included in the future. Today, CCTV cameras operating 24/7 with strict privacy provisions about how the recordings can be created, used, stored, and shared.


To leverage the benefits of our CCTV solution, we established close working relationships with other agencies. We will work with the chosen supplier to establish clear Standard Operating Procedures around how recordings are stored, used, and shared. For example, securely sharing footage of incidents with other agencies and authorities such as the rail safety regulator<sup>5</sup>.

## 2.2 Our approach to requirements

### Requirements overview

This section provides an overview of our requirements, drawing on experience across Metlink's bus and rail teams, Technology and Privacy. The following table maps out our requirements by topic.

Each topic is discussed in the following sections and are in no particular order. Topics 1-7 are largely independent, and are *all* underpinned by Health, safety, quality and wellbeing and Privacy.

GW CCTV Requirements by Topic 						
(a) Planned maintenance (PM)	(b) Asset renewal programme	(c) Reactive maintenance incl. warranty management	(d) Software license management	(e) Security system management	(f) Rail network asset management	(g) Non-functional requirements
(h) Health, safety, quality, and wellbeing						
(i) Privacy						

We will test supplier's capability and capacity across these requirement topics by asking the questions set out in Appendix One. RFP Appendices will provide suppliers with supporting information, so that suppliers' answers are GW-specific.

The RFP Non-Price and Price Response Forms will be tightly aligned, to help us get a clear picture of each suppliers' capabilities across each topic. Moreover, this structure will enable us to perform 'like for like' comparisons across each proposal, comparing and contrasting suppliers' strengths and weaknesses. We will design a clear, comparable RFP Price Response Form that aligns to each topic that is then rolled up to get an overall Total Cost of Ownership across the proposed contract term for each supplier.

<sup>5</sup>GW Public Transport Group Camera Surveillance Policy accessed Feb 2024 [here](#)

## 1. Planned maintenance (PM)

Each site has a prescribed preventative maintenance schedule with a frequency per year based on site criticality and environmental factors. In addition to this, a formal annual condition assessment will be required to be undertaken during one of the PM rounds across both bus and rail sites.

Within the PM programme, the supplier will be required to perform maintenance (including battery replacements) of our UPS inventory. The supplier will be responsible for leading this work including identifying which UPS's requires replacement and value-for-money product replacement recommendations for our approval.

## 2. Asset renewal programme

As CCTV assets reach end of life, the chosen supplier will assess each asset. The supplier will determine if the asset is suitable for extended use or progressively replace each one based on the asset renewal programme. Assets in the asset programme includes CCTV Cameras, local back-up power supplies (UPS), managed switches, RF links, Jaques PA system at outer railway stations and workstations.

We will include existing asset management plans as appendices to the RFP, to give suppliers an appreciation for the complexity and magnitude of the programme. The programme has worked well to date however we are open to refining the programme to deliver even better outcomes to public transport users.

## 3. Reactive maintenance including warranty management

The supplier will be required to provide reactive maintenance and attend to faults as per SLA / KPI's. Warranty Management Services across our CCTV solution is a small but important part of this requirement. We expect the chosen supplier to confirm whether an item that breaks is still under warranty (or not) and process warranty claims accordingly.

There will be occasions when the supplier will be required to collaborate closely with other stakeholders to triage, assign and remediate root causes of power outages. For example, responding to faults raised by Transdev.

Another example is when a power outage happens, Liquid IT manages the monitoring of the email notification system. Through this, GW gets notified through an email that there is a power outage. GW ICT informs Metlink. Metlink triages and informs the supplier on what action to take. We will work with the supplier to understand the various stakeholders involved. We are open to cost-effective process improvement recommendations from the supplier as we strive towards streamlining current processes and become more efficient and effective over the contract term.

## 4. Software license management

The supplier will be required to manage our licensing (as part of annual costs of the contract) in a transparent and cost-effective manner. We anticipate the chosen supplier will manage the correct licenses on our behalf, then invoice us annually for licenses required to maintain the CCTV solution.

- BVMS – Bosch Video Management System.
- Allied Telesis AMF Licensing.
- Gallagher access control system<sup>6</sup>.

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<sup>6</sup> We use the Gallagher access control for corporate office access. Please note this setup is separate to the Gallagher system across the rail network. Only the rail Gallagher system is within scope of this procurement.

## 5. Security system management

The supplier will be required to maintain the Security System as defined in the Definitions<sup>7</sup>.

This includes Security System alarm monitoring and software upgrades.

## 6. Rail network assets

Rail assets have a large network of Allied Telesis POE Managed switches. We require the supplier to provide assurances and submit proof of experience with large scale managed switch system administration.

The supplier will be required to maintain point-to-point RF links throughout the CCTV network (both Cambium and Ubiquity). However, the supplier will be required to install Cambium for new installations with 5ghz unlicensed. Maintenance of workstations is required, including the large video wall with screens situated at the Wellington Station.

The supplier is required to maintain the monitoring equipment located in the Rail Monitoring Centre and located at the Wellington Railway Station. We currently have a single desktop computer located at Cuba Street and another one at the KiwiRail office within Wellington Railway Station.

For clarity, the chosen supplier will not be required to manage and monitor the fibre and routes WAN. WAN connections are between stations. However, the chosen supplier is responsible for LAN management and monitoring. LAN connects are the fibre connections and point-to-point RF links that run within stations.

## 7. Non-functional requirements

The CCTV solution is dependent on GW's network and adjacent suppliers and technology teams. Moreover, there is a large technology component to the solution including hardware, software, network connectivity, security, and architectural considerations.

To ensure that the chosen supplier can successfully deliver on these areas, the RFP includes questions to satisfy our non-functional requirements.

## 8. Health, safety, quality, and wellbeing

The supplier must be experienced in working in high-risk public areas and be capable of meeting strict obligations.

Previous rail experience is desirable, but we will work with suppliers if they can demonstrate a strong health and safety track record that will enable them to successfully secure the correct permits and licenses before entering each Metlink site.

### Health and Safety by Design

A critical success factor for us is the application of Health and Safety by Design throughout the contract. This aligns to WorkSafe's guidance linked below<sup>8</sup>.

In this procurement process (including the contract term), Health and Safety by Design principles need to be embedded from conception to completion, optimizing product functionality, reducing operational risks, enhancing user trust, and ensuring regulatory compliance.

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<sup>7</sup> Security System in the Definitions is an overarching term that includes a) the CCTV System, b) the Jacques System, c) intruder alarm systems, and d) Gallagher Electronic Access Control System (EACs), situated at the Wellington Railway Station, where other railway stations within the Wellington Region can be locked/unlocked remotely.

<sup>8</sup> [Health and safety by design: an introduction | WorkSafe](#)

## Health and Safety at Work Act 2015

All parties will meet their obligations under the Health and Safety at Work Act 2015 (HSWA 2015)<sup>9</sup>. The supplier and their subcontractors have a responsibility to ensure all work is carried out safely, without risk to themselves or others, as far as practical.

### PCBU's (Person Conducting a Business or Undertaking)

The successful supplier will be the lead PCBU for the purposes of the contract. In situations where there are [overlapping HSWA 2015 duties](#) including upstream and downstream PCBU's, the supplier will work with them to ensure effective collaboration, cooperation, and communication to meet these duties.

A Permit to Enter is required for working in, or impacting on the rail operational areas, unless the person is working under direct KiwiRail supervision. During installation/maintenance on the rail network, the supplier and their subcontractors shall ensure their work meets the KiwiRail's H&S requirements. The supplier and their subcontractors will also be required to under KiwiRail inductions and electrical certifications. See KiwiRail's extensive safety requirements here: [Permit to Enter | KiwiRail](#)

For workers who perform services on the road or roadside, kindly refer to WorkSafe's guidance at [Keeping healthy and safe while working on the road or roadside | WorkSafe](#). For services that involve work on assets in or near roads the supplier will be required to meet the requirements of Waka Kotahi Temporary Traffic Management Code of Practice, including submitting a Corridor Access Request, and producing and implementing Temporary Traffic Management Plans approved by the respective Road Controlling Authority.

### Quality

The chosen supplier must have an accredited Quality Management Systems that covers all aspects of the contract to ensure are delivered to the highest standards, on time and to budget.

## 9. Privacy

The overarching purpose of Metlink CCTV system is to contribute to a public transport network where customers, employees, and members of the public feel safe. This is done by deterring criminal events such as violence, theft, property damage, and ensuring a quick response to emergency situations where systems are being monitored.

All CCTV work performed under the new contract must align to GW's CCTV Policy<sup>10</sup>

### Privacy Impact Assessments (PIAs)

Metlink will complete bus and rail PIAs in full, after the procurement is complete.

The Metlink CCTV systems and CCTV data may be used for the following purposes:

- Deterring or preventing criminal events, objectionable behaviours and safety incidents occurring whilst using public transport or on GW property.
- Immediately detecting criminal events, objectionable behaviours and safety incidents occurring whilst using public transport or on GW property.
- Collecting evidence for the prosecution of criminal events occurring whilst using public transport or on GW property.
- Reducing instances of fare evasion.
- Resolving customer complaints and queries, including matters regarding staff conduct.

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<sup>9</sup> [Health and Safety at Work Act 2015 No 70](#)

<sup>10</sup> <https://www.metlink.org.nz/about/legal/security-cameras/>

As part of preparing for this RFP, Metlink is reviewing its camera placements. This may result in camera placement adjustments from time to time.

### **Standard Operating Procedures (SOPs)**

The SOPs will be agreed as part of the contracts as the SOP may impact on the costings. For example, currently we pay Transdev to handle all the Police requests for train on our behalf (this is a reasonable number per week). Either way, the SOPs must be completed before the contract goes live.

### **Facial recognition**

There is no imminent requirement for Facial Recognition (FR). But in the next 5-10 years, a catastrophic event or otherwise could trigger the need for facial recognition technology across Metlink's CCTV network. We have included an RFP question to reflect this in Part 2.

If a catastrophic event happened that gives rise to this requirement, then the Metlink team want to be as ready as possible.

For example, are our cameras suitable (e.g., do they have enough pixels) or would they need replacing. If it's the latter, then it could take many weeks to Go Live with FR. Alternatively, a software update overnight may mean we could Go Live with FR in less than 24 hours.

## **2.3 CCTV supplier interdependencies**

The chosen supplier will need to work closely the following GW suppliers and GW Metlink and Technology teams, to ensure continuity of services and seamless CCTV operations. The following activities are outside scope of this procurement.

### **Data and security**

For rail, Transdev Wellington Limited (**TDW, Transdev**) has a contract with us for Metlink rail services plus data and security across the rail CCTV solution. These activities are outside scope of this procurement. The chosen supplier will need to factor Transdev service touch points into their transition plan and work closely with Transdev to correctly identify interdependencies and roles and responsibilities. Transdev:

- **retrospectively** views data downloaded from the Security System at all rail sites,
- **monitors** both behaviour of Metlink customers and operational functionality of the Security System 24 hours a day, 365 days a year, and
- **identifies** defects in the Security System and performs remediation per the contract.

There is no behavioural monitoring across the bus network, nor is there a requirement for this under the new contract. Although we note that Wellington City Council performs behavioural monitoring activities inside the Lambton bus interchange building and adjoining subway.

### **Fibre and network infrastructure**

Our CCTV solution has dependencies on GW's infrastructure suppliers who take care of CCTV fibre requirements. Fibre and network infrastructure is outside scope of this procurement. Our current suppliers are 2 Degrees for rail and LiquidIT for bus. Each supplier uses its own fibre connections which both connect to the Revera data centre.

We note that at the time of writing, the Metlink team were exploring alternative satellite connectivity options such as Starlink for more remote locations.

### **Phone system integration**

We have a small phone network that connects our Jaques system to the outside phone network. We installed this because the Jaques intercom system does not connect to external phone lines.

The chosen supplier will be required to support the Jacques interface to the phone hardware, trouble shoot with the supplier Online Communications, to remediate in a timely manner.

### Data storage

We currently store our data in the local Revera data centre. The supplier will be responsible for maintaining the Bosch storage arrays (DIVAR's) and Allied Telesis Core switches housed within allocated GWRC ICT rack-space within the Revera data centre.

Bosch cameras also record at the edge via an SD card for self-healing of any missing recordings on the Revera-based storage arrays should connectivity fail. Any SD cards are encrypted with AES-XTS block-based encryption so they can only ever be read by the camera itself. They cannot be read by removing the SD card and inserting into a separate device.

Edge storage capacity is based on camera resolution, frame rate, and SD card capacity, this will vary between cameras.

### Miscellaneous third-party suppliers

For rail, the chosen supplier will be required to work with third parties on a regular basis such as BGIS for heavy maintenance and station cleaning, MMS for lighting and electrical and Fulton Hogan for station car park maintenance and reseals. These suppliers are involved in civil works. Sometimes, these suppliers are subcontracted through the chosen supplier with additional tasks as directed by GW while the suppliers are all onsite.

For bus, Metco Engineering Limited, Designbrand (for the fabrication and installation of bus shelters), and JN Electrical for lighting and electrical within bus shelter infrastructure.

More broadly, we recognise that other organisations' suppliers and contractors may be working on and around the same sites as the chosen supplier. Therefore, sites may not offer exclusive rights, meaning co-ordination with other stakeholders is required.

## 2.4 Scope exclusions

### Fibre network

The rail CCTV network connectivity is via a fibre network that physically runs through the rail corridor. Maintenance of this specific fibre network and the bus network is outside of scope for this procurement. The rail network's routers and network are owned by 2degrees. The bus hubs are managed through Liquid IT. However, a good level of understanding of both these networks including familiarization with VRF and VLAN networks and the bus hub network, and liaison with GW ICT, 2degrees and Liquid IT is required as part of system administration is a requirement of this procurement.

### Jacques system replacement

As set out in the Definitions to this document, Jaques is our public address and intercom system at outer rail stations including:

- (a) the master station at Wellington station,
- (b) handsets at outer stations (being decommissioned),
- (c) orange ECP's (Emergency Call Points), call point steel plinths and mounts,
- (d) Jacques IP audio modules,
- (e) Toa Amplifiers,
- (f) Speaker cabling,
- (g) A range of Toa and Jaques PA speakers to suit area that are vandalism-resistant, software, and 2 servers.

We are considering options for making improvements to the audible customer information available at Railway stations. This may include expanding the Wellington system (hardware and software) to ultimately replace Jacques or replacing certain PA system components of Jacques with a different vendor. If we decide to replace Jacques or components of Jacques, then a separate procurement process may be initiated, and we will then inform the supplier if and to what extent the supplier will be required to maintain the new system.

### Datacentre

Both the Rail and Bus CCTV *recording* infrastructure currently resides in the Revera Data Centre. The contract with Revera expires in 2026. We will work with the supplier when required to establish a fit for purpose transition to potentially a new supplier if required. This includes core switches and several physical storage arrays.

Our requirement is that the supplier can access the Revera data centre 24/7 to maintain the system. However: the Bosch VRM and Enterprise server are virtualized with GW ICT's server environment, and therefore the supplier will be required to liaise with GW's ICT department to the extent required.

### CCTV brand

For the purposes of this procurement, the RFP seeks Proposals centred around our current CCTV hardware and software brand, Bosch. And all the relevant certifications that are associated with this brand. We recognise that there may be more technologically advanced, fit for purpose hardware and software solutions in the market throughout the life of this contract. Therefore, we include an RFP question asking suppliers to explain their experience with alternative brands, and their experience supporting clients through a transition from one brand to another.

## 2.5 Contract value

CCTV is a critical Metlink function, meaning there will always funding allocated to this contract. The FY24/25 (01/07/24 – 30/06/25) contract estimate is \$1m - \$1.3m excl GST based on work completed in previous years and our forecast of activities in the year ahead. This estimate is indicative because it takes so many dependencies into account. For example, annual renewals, improvements required, new sites being stood up and annual reactive maintenance levels. This estimate could also fluctuate year on year, depending on the extent of funding allocation Metlink receives through the Long-Term Plan and budgetary cycles.

We hope you can see why we are unable to guarantee the precise nature and number of activities to be undertaken each year, and that the scope of work and quantities will be adjusted to reflect our approved budgets.

## 2.6 Contract & Term

**You are not required to review the draft contract or provide feedback at this stage of the procurement. We attached the draft contract to the RFP for informational purposes only. This document is a first cut and will be a basis for discussions with shortlisted suppliers.**

**For now, no action is required**

At the time of writing, we await written confirmation from Waka Kotahi to offer an extended potential term of 10 years made up of a series of renewals. If in the unlikely event Waka Kotahi do not grant this term, the maximum term will be five years with an initial term of 3 years plus two one-year rights of renewal.

Conversations with Waka Kotahi to date have been positive, and we will issue an Addenda on GETS to confirm maximum contract term as soon as the outcome is known. All renewals will be at the Wellington Regional Council's discretion.

# SECTION 3: Our evaluation approach

## 3.1 Evaluation Model and Approach

### Price Quality Method

The evaluation model that will be used is 'Price Quality Method' (PQM).

This method has been selected based on the relevance of the attributes when assessing a Proposal. The preferred Supplier must provide a price/quality balanced response that demonstrates outstanding capability & capacity to provide the services.

**The evaluation includes three parts: preconditions, written responses, and shortlisted supplier site visits with supporting due diligence.** Each criterion's relative weighting is summarized in the table below.

Part	Evaluation	Weight	
<b>1</b>	<b>PRECONDITIONS AND COMPLIANCE ASSESSMENT</b>	Pass/Fail	
<b>2</b>	Weighted criteria	<b>RELEVANT EXPERIENCE AND TRACK RECORD</b> – the supplier has successfully demonstrated that they have the experience and know-how to provide the required services	15%
		<b>RELEVANT SKILLS AND CAPABILITY</b> – the supplier has successfully demonstrated that their proposed team has the experience and know-how to deliver and support the required services.	15%
		<b>METHODOLOGY AND REQUIREMENTS</b> – the supplier has successfully demonstrated that they have a robust approach that will deliver our requirements.	20%
		<b>HEALTH, SAFETY, QUALITY, AND WELLBEING</b> - the supplier must be experienced in working in high-risk public areas and be capable of meeting strict obligations. Previous rail experience is desirable, but we will work with suppliers if they can demonstrate a strong health and safety track record that will enable them to successfully secure the correct permits and licenses before entering each Metlink site.	15%
		<b>BROADER OUTCOMES AND PUBLIC VALUE</b> – the supplier can demonstrate positive secondary benefits based on how the service is delivered. These outcomes include social, environmental, cultural, or economic benefits, and will deliver long-term public value for New Zealand. Public Value builds on this; the best available result for the Wellington region and New Zealand for the money spent. It includes using resources effectively, economically, and responsibly, and considering the procurement's contribution to the results we are trying to achieve.	5%
	<b>PRICE</b>	30%	
<b>3</b>	<b>SHORTLISTED SUPPLIER PRESENTATIONS AND DUE DILIGENCE</b>	Non-weighted	

### 3.2 Preconditions

Acceptable proposals must pass the following Pre-Conditions (PC). ‘YES’ is a pass and a ‘NO’ is a fail.

Proposals that pass all four preconditions will then be evaluated according to the following sections.

	Precondition / Question to produce evidence	Pass/Fail
PC1	Is a Bosch Security Certified Partner	YES/ NO
PC2	The Respondent confirms that all permanent and part time employees within their organisation (not just for this contract), including sub-contractors, performing services on behalf of the Respondent is paid, for each hour worked, a rate no less than the New Zealand Minimum Living Wage Rate applicable at the time.	YES/ NO
PC3	Professional Indemnity Insurance (minimum cover of NZ\$3m)	YES/ NO
PC4	Public Liability Insurance (minimum cover of NZ\$20m)	YES/ NO

### 3.3 Shortlisted Respondent presentations and site visits

Shortlisted Respondents will be invited to present their proposal including a solution demonstration. This will also be an opportunity for GWRC to deepen their understanding and ask clarification questions.

Any additional due diligence activities will be carried out at this point in the process in parallel.

### 3.4 Rating scale

The evaluation team will use the following rating scale to evaluate proposals against the criteria. Only Proposals that score 55 or more on each of the non-price criterion will be considered for shortlisting.

Description	Definition	Rating
<b>Excellent</b>	Demonstrates exceptional compliance or ability to convey exceptional provision of the requirement	90, 95 or 100
<b>Good</b>	Requirements are fully covered in all material aspects	75, 80 or 85
<b>Acceptable</b>	Requirements are adequately covered	60, 65 or 70
<b>Minor reservations</b>	Adequate, with some deficiencies that are not likely to have any adverse effects	50 or 55
<b>Serious reservations</b>	Barely adequate and would need considerable improvement in this attribute if selected	40 or 45
<b>Unacceptable</b>	Total non-compliance or inability to convey provision of the requirement	35 or less

### 3.5 Innovation

Suppliers may have new and innovative ways to deliver against the specifications. We are open to such innovations. We will not accept camera manufacturers which are or may have been sanctioned by NZTA and MBIE for data security and human rights issues. Currently these are Hikvision and Dahua, so we would not support these cameras on our system.

### 3.6 Due diligence

Due diligence may be conducted at any time during a procurement process if the Evaluation Team believe there is just cause. For example, if it comes to our attention that a Respondent may be breaching worker rights at any time during a procurement process, we have an obligation to undertake due diligence to ascertain the truth of the claim.

For this procurement process, due diligence may include as a minimum:

- (a) Reference checks of any supplier, key personnel, any third-party organisations that a supplier includes in their response.
- (b) Companies Office check
- (c) Financial viability assessment of 3 years of audited accounts (or agreed substitute)
- (d) Identify Data security and/or human rights issues.

In addition, the evaluation team may wish to undertake any (or all) of the additional following due diligence activities with any supplier/proposed sub-contractor:

- (e) Interviews
- (f) Presentations
- (g) Site visits
- (h) Health and Safety checks
- (i) Third party opinion

Findings from due diligence conducted prior to supplier recommendation will be considered as part of the best value for money (time, cost, quality) proposition of each response. If any supplier red flags arise during due diligence, the evaluation team will determine whether the matter is a risk that is manageable or unmanageable (and therefore acceptable, or not).

## SECTION 4: Pricing information

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's pricing is substantially lower 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 the Requirements, meet the conditions of the Proposed Contract, and be able to deliver the stated revenue.

### 4.1 Pricing information to be provided by Respondents

Respondents must provide all financial information relating to the solution implementation and ongoing annual licensing costs for example, in the RFP Part 3 Pricing Template.

**Prices must be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.** In preparing and submitting Price, the Respondent must meet the following:

- a. use the pricing schedule template provided.
- b. clearly show a breakdown of all costs, 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 rate card/s and production costs for static and digital to provide the goods and services, this could include any package deals or promotional deals intended to entice other organisations.
- 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. 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.
- g. 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.

# SECTION 5: Our proposed contract

## 5.1 Proposed draft contract

This section and the proposed draft contract are **for informational purposes only**. You are **not required** to review the draft contract or provide any tags or feedback in your Proposal. Rather, we are sharing the draft contract for informational purposes only.

The draft contract is intended a first cut, so please treat it as such. We will welcome discussions when we get to the shortlisted suppliers stage of this procurement. For now, no action is required.

## 5.1 Proposed contracting principles

### Subcontracting arrangements

Irrespective of the supplier and subcontractor models proposed, the main suppliers who 'front' each proposal will ultimately sign the contract as the prime supplier, meaning they are responsible for their subcontractors and deliverables under the contract. It will be the main suppliers' responsibility to ensure it has appropriate back-to-back arrangements with its subcontractors.

### Contract term

The proposed contract term is subject to confirmation from Waka Kotahi, but it will be, at a minimum, five years. The start date will be 1 July 2024, to align with the incumbent contract End Date of 30 June 2024. We recognise transition activities may need to commence before then, so that successful handover tasks can be carried out together.

### Contract variations

The contract variation process will be used to manage any changes during the contract. Some of the works require availability to work after hours (nightshifts and/or weekends). The contract variation process will be used to manage any changes to schedule and cost.

### Intellectual property rights

New intellectual property arising during the term will be the property of GWRC.

### Transitioning to new supplier and contract delivery

Transition arrangements will also be addressed during the negotiations with the new supplier and detailed in a suitable Statement of Work for transition services. Significant transition risks to be managed include establishing back-up plans if services are affected.

The responsibility for managing delivery under the contract and supplier relationship management will pass to Assets & Infrastructure, Metlink, when the contract is signed. This will include collectively developing a SOP and relationship management plan in consultation with the successful supplier.

We expect that each year's maintenance list (as approved by us) in the proposed contract is to be treated as a separate Statement of Work. The quality standards / key performance indicators for measuring the supplier's performance will be drafted in accordance with the specifications and will include asset data collection and reporting, health and safety metrics, repair/replace time /duration versus agreed time metrics, governance, and audits.

# 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 marketplace 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 consider 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 consider 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.

<b>Advance Notice</b>	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.
<b>Business Day</b>	Any weekday 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.
<b>Buyer</b>	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.
<b>Competitors</b>	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.
<b>Confidential Information</b>	Information that: <ul style="list-style-type: none"> <li>a. is by its nature confidential</li> <li>b. is marked by either the Buyer or a Respondent as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, ‘classified’ and/or ‘restricted’</li> <li>c. is provided by the Buyer, a Respondent, or a third party in confidence</li> <li>d. the Buyer or a Respondent knows, or ought to know, is confidential.</li> </ul> <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
<b>Conflict of Interest</b>	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: <ul style="list-style-type: none"> <li>a. actual: where the conflict currently exists</li> <li>b. potential: where the conflict is about to happen or could happen, or</li> <li>c. perceived: where other people may reasonably think that a person is compromised.</li> </ul>
<b>Contract</b>	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
<b>Contract Award Notice</b>	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.
<b>Deadline for Proposals</b>	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
<b>Deadline for Questions</b>	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
<b>Evaluation Approach</b>	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).

<b>GETS</b>	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a>
<b>GST</b>	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents, and other proprietary rights, recognised or protected by law.
<b>Offer Validity Period</b>	The period when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
<b>Point of Contact</b>	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.
<b>Price</b>	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.
<b>Proposal</b>	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.
<b>Proposed Contract</b>	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
<b>RFP</b>	Means the Request for Proposal.
<b>Registration of Interest</b>	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.
<b>Request for Proposal (RFP)</b>	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.
<b>RFP-Terms</b>	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
<b>RFP Process, Terms and Conditions (shortened to RFP-Terms)</b>	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 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
<b>Requirements</b>	The goods and/or services described in Section 2 which the Buyer intends to purchase.
<b>Respondent</b>	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.
<b>Response Form</b>	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.
<b>Successful Respondent</b>	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.

In addition to the procurement terms above, the following CCTV-related terms and acronyms will be used throughout this procurement.

These definitions are supplementary to wider, publicly available definitions on Metlink’s website [here](#)

ACRONYM	TERM
BOSCH SECURITY CERTIFIED PARTNER (BSCP)	<p>A supplier that is:</p> <ul style="list-style-type: none"> <li>• a certified Bosch partner,</li> <li>• accredited in operating and maintaining Bosch Video Management Systems,</li> <li>• is authorised to offer Bosch security products and systems, &amp;</li> <li>• is trained and certified to quote, install and support Bosch Video Management Systems (BVMS).</li> </ul>
CCTV INFRASTRUCTURE	<p>GW’s CCTV System and Security System within the Wellington rail and bus security network as it exists on 30 June 2024.</p>
CCTV SOLUTION	<p>The Closed-Circuit Television (CCTV) Solution includes:</p> <ul style="list-style-type: none"> <li>• Bosch™ dome, flexidome, multi-head, and Pan Tilt Zoom (PTZ) CCTV cameras,</li> <li>• 'Box-type' housings, equipment cabinets,</li> <li>• Recording storage arrays (DIVAR),</li> <li>• Allied Telesis Switches,</li> <li>• Operator Workstations and PC’s,</li> <li>• Bosch Video Management System (BVMS) and Allied Telesis managed switches software plus annual license management,</li> <li>• camera mounting poles, brackets, and cabling.</li> </ul> <p>Note that the PA speakers are one-way. No desire to record audio across bus and rail networks. No CCTV microphones are in use.</p>
UPS	<p>Uninterrupted Power Supplies (UPS) ensure CCTV equipment is not damaged from power fluctuations and core network equipment is kept running in an outage. This essential kit reduces our vulnerability to service disruption. The chosen supplier will assess the condition of UPS assets in line with the planned maintenance schedule. Then, determine whether a battery swap is required (like for like) or whether a full unit replacement is required.</p> <p>For rail, we have 2 type of UPS, Lithium (LiFePo4) and VRLA. Lithium UPS’s have a lower whole of life cost and a higher level of reliability with a 10 year approx. battery lifespan.</p> <p>For bus, we have a variety today but intend to move all UPS to Lithium under this contract.</p>
JACQUES SYSTEM	<p>Public address and intercom system at outer rail stations including:</p> <ol style="list-style-type: none"> <li>1. the master station at Wellington station,</li> <li>2. handsets at outer stations (being decommissioned),</li> <li>3. orange ECP’s (Emergency Call Points), call point steel plinths and mounts,</li> <li>4. Jacques IP audio modules,</li> <li>5. Toa Amplifiers,</li> <li>6. Speaker cabling,</li> <li>7. A range of Toa and Jaques PA speakers to suit area that are vandalism-resistant,</li> </ol>

ACRONYM	TERM
	<p>8. software, and 2 servers.</p> <p>Note that the PA speakers are one-way. No desire to record audio across bus and rail networks. No CCTV microphones are in use.</p>
ACS GALLAGHER SYSTEM	<p>Electronic Access Control System (EACS) for outer stations including:</p> <ol style="list-style-type: none"> <li>1) controllers and mag locks</li> <li>2) keypad terminals,</li> <li>3) master PC (RMC - Wellington Station),</li> <li>4) software and licensing, and</li> <li>5) key fobs.</li> </ol>
MAINTAINED ASSETS	<p>The Managed Switches, CCTV System, CCTV Infrastructure, Jacques System, Intrepid System, ACS Gallagher System, related alarms and related monitoring equipment at the rail monitoring centre, and Security System</p>
MANAGED SWITCHES	<p>The equipment the CCTV cameras and Jacques System plug into.</p>
METLINK CUSTOMERS	<p>Anyone using Metlink bus or rail services. This term is used in lieu of other terms like members of the public or passengers.</p>
REVERA DATA CENTER	<p>The building (or part thereof (leased by GW)) where core CCTV recording infrastructure is housed.</p>
SECURITY SYSTEM	<p>Overarching term that includes the following components:</p> <ul style="list-style-type: none"> <li>• the CCTV System,</li> <li>• the Jacques System,</li> <li>• intruder alarm systems,</li> <li>• Gallagher Electronic Access Control System (EACSs)</li> </ul>
WARRANTY MANAGEMENT SERVICES	<p>The failure reporting and corrective action processes, services and responsibilities performed by the supplier.</p>