

Request for Proposals (RFP)

Signage contract

Part 1 – Our Requirements



RFP released: Friday 19th April 2024 NZST

Deadline for Questions: 5pm Monday 29th April 2024 NZST

Deadline for Proposals: 11:30am Friday 17th May 2024 NZST

Greater Wellington Regional Council
100 Cuba Street
Wellington

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This opportunity in a nutshell

Greater Wellington Regional Council is a public statutory body constituted under the Local Government Act 2002 (**GW, we**). Our core role is to protect the environment while enabling sustainable economic development. To do that, we are responsible for a wide range of activities that contribute to the overall wellbeing of the region. We:

- ✓ regulate the use of the region’s natural resources
- ✓ protect high value biodiversity areas
- ✓ manage flood risk across the region
- ✓ manage public land on behalf of the community including eight regional parks
- ✓ look after the region’s harbours and
- ✓ manage environmental threats such as pests, plants and animals¹.

We also operate a complex, well-established public transport network across the Wellington region under the brand ‘[Metlink](#)’. The Metlink brand brings together the region's bus, train, and harbour ferry services as an integrated public transport information system. Interactive maps, real time information and app downloads are available [here](#).

Metlink has a consistently branded wayfinding signage system that is easy to use and offers a consistent Metlink customer experience. We pride ourselves on having a clear and well-maintained signage network. This is key to people recognising Metlink and is a key driver of this procurement.

On 30 June 2024, our current bus and rail signage contract, co-funded by Waka Kotahi, will end. This procurement aims to maintain seamless service delivery post 30 June and uphold our commitment to the public transport network. In addition, this procurement presents an opportunity to broaden out the scope to include wider GW signage requirements for GW parks, environment, flood protection, vehicle fleet and corporate teams. This approach will help streamline and consolidate GW’s signage requirements, costs, eliminate inefficiencies and provide GW teams with signage services that are easy to use.

2.1 What are we buying and why?

We are looking for a supplier to manage our signage portfolio in a way that upholds a consistent look and feel, clear messaging and recognises our commitment to waste management and sustainable business practices.

Our goal is to deliver consistently branded information that is straightforward for users and offers a consistent customer experience. The intended outcome is that people see, act, understand or get to their intended destination quickly and safely.

With this in mind, the purpose of this procurement is to identify an Avery Dennison or 3M Select Partner to deliver signage requirements across GW. The supplier must be able to obtain rail corridor access and other site access qualifications and permits, or partner with someone who can.

We want to partner with an experienced, proactive supplier who will:

- manufacture, install and maintain signage across our sites including parks and reserves
- actively manage scheduled maintenance, annual inspections, renewal and warranty management programmes
- engage with GW teams to design, develop, and provide consistently branded graphic services
- help streamline signage processes across GW, so we work smarter together and unlock cost savings through economies of scale

¹ Check out our Long Term Plan, our strategy and activities to 2031 [here](#).

- accommodate ad-hoc signage requests from time to time
- bring innovative ideas, including waste management practices that respect our environment, without compromising quality and cost
- help us achieve our carbon neutral goal by 2030.

To summarise, this procurement covers the end-to-end signage lifecycle. This includes designing, manufacturing, installing, maintaining and replacing GW signs across our busy Metlink public transport network plus corporate offices, parks, reserves, vehicle fleet and environment teams².

2.2 Why should suppliers bid?

We believe this is a great opportunity to work alongside lots of inspiring and passionate GW teams. Your signage will be placed across Wellington communities, parks, reserves and the harbour, and be seen by thousands of people on a daily basis.

This contract will provide a sense of pride for the chosen supplier, knowing they are contributing to the ongoing effectiveness of the public transport network, the health and safety of the public and visitors to Wellington parks, reserves, harbour and all GW corporate office staff.

Moreover, we believe this is a great opportunity for a business to be involved in our Metlink programme, to directly improve the operational safety of the Metlink public transport system for staff and customers throughout the Wellington region.

2.3 What's important to us

We want to partner with a supplier whose solution is:

- ✓ **Backed by relevant experience:** A good track record in managing and implementing similar solutions, preferably familiar with the New Zealand transport environment and local government context, and the capability and capacity to work with other PCBU's.
- ✓ **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.
- ✓ **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.
- ✓ **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 chain³.

2.4 What we don't want

The following characteristics are unsuitable:

- A supplier who is not a is an accredited Avery Dennison Partner OR 3M Select Partner, as defined in Precondition 1.
- 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

² For the purposes of this procurement, in-scope maintenance activities include regular scheduled inspections, deep cleans or polish and warranty checks. Please note that day to day cleaning is performed as part of our FM contract.

³ 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".

secure a rail corridor permit from KiwiRail. KiwiRail also require HSE induction and the online electrical awareness Intermediate-level certification.⁴

- A supplier that does not have experience working on local authority road networks (with traffic management plans), unless they are partnering with a supplier who has this capability and proven experience.
- 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, if required.
- A supplier without capable resources available to provide maintenance and reactive service. This may include being available to provide emergency maintenance and repairs on short notice for critical signage.
- 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 who is unable to respond to signage requests within pre-agreed SLA timeframes.

To help ensure these characteristics are not carried through to the shortlisted respondent group, the procurement methodology includes setting realistic preconditions and asking questions on these topics.

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

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

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 Greater Wellington Regional Council’s signage 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.

Steps in RFP process:	Date (NZST)
Deadline for Questions from suppliers	5pm Mon 29 April 2024
Deadline for Proposals	11:30am Friday 17th May2024
Shortlisted Respondents’ presentations	early June2024
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
 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



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:

<p>Part 1 Our Requirements</p>	<p>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 seven RFP appendices about our assets, Metlink site plans and other relevant specifications:</p> <ol style="list-style-type: none"> 1. Greater Wellington Regional Council RFP Appendix - GW Signage for other business units.xlsx 2. Greater Wellington Regional Council RFP Appendix - Harbour Signage.pdf 3. Greater Wellington Regional Council RFP Appendix - Metlink Brand Guidelines January 2024.pdf 4. Greater Wellington Regional Council RFP Appendix - Parks Signage.pdf 5. Greater Wellington Regional Council RFP Appendix - Rail signage assets.xlsx 6. Greater Wellington Regional Council RFP Appendix - Wayfinding Signage Suite for BUS.pdf 7. Greater Wellington Regional Council RFP Appendix - Wayfinding Signage Suite for RAIL.pdf <p>We also attach the draft contract:</p> <ol style="list-style-type: none"> 8. Greater Wellington Regional Council RFP Appendix - Signage contract - draft.docx
<p>Part 2 Response Form</p>	<p>The Part 2 is for you to provide us your response to our requirements. Included are questions, and pre-conditions. No financial information is to be submitted in this Part 2 Response Form</p>
<p>Part 3 Pricing Template</p>	<p>Your pricing information must be submitted as per the instructions and format in the Part 3 Pricing Template.</p>

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. 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.

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
- 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: 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.



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.
-

SECTION 2: Our requirements

2.5 A bit about us

We are looking for a supplier to manage our signage portfolio in a way that upholds a consistent look and feel, consistent messaging and recognises our commitment to waste management and sustainable business practices. For the purposes of this procurement, the scope includes signage across all GW teams and sites, with a primary focus on the following.

- **Metlink rail:** we operate 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.
- **Metlink bus:** we own or lease numerous bus hubs, shelters, bus driver toilets, layovers and parking yards for the purpose of operating the bus network.
- **Metlink harbour ferry:** we have wharf waiting areas at Day’s Bay and Wellington wharf.
- **Greater Wellington harbour team:** the marine environment requires a product that can withstand maritime conditions as well as the strong Wellington wind conditions.
- **Greater Wellington parks:** we have eight regional parks and four river, forest and wetland areas that cater for public access to recreational activities.
- **Greater Wellington vehicle fleet:** we own a range of vehicles across the region that require sign marking in a range of ways from vehicle wraps to our GW logo on the doors.
- **Other business groups:** from time to time, we will require ad hoc signage, such as signage in buildings or for events.

To help you get a deeper appreciation of our sites and signage needs, we have appended current state diagrams and images to the RFP. Metlink network interactive maps, real time information and app downloads are available [here](#).

If you have questions, we invite you to clarify your understanding using the GETS question and answer process, per section 1.3 a).

2.6 Our approach to requirements

The RFP requirements are summarized below. These will be built out as RFP questions, to ensure critical areas are clearly emphasized, communicated, and understood by suppliers.

Production

- Participate in the sign design process, providing expertise that ensures signs are cost-effective, functional, informative, consistent and value for money.
- Fabricate and install signs using correct techniques and permits required for the site. Take all necessary health and safety measures into careful consideration.
- Manufacture and print signage to a high professional standard, as guided by the relevant 3M or Avery Dennison product set qualifications and accreditations.

Services

- Perform on-site inspections and maintenance across diverse environments, including within the strict health and safety parameters associated with each site. Sites range from simple to high complexity, high risk sites that can only be entered after the pre-requisite approvals have been obtained.

- Proactively manage a programme of inspections and maintenance of existing sign inventory. Ensure strong record keeping practices are upheld and signage continues to be maintained to the correct standards.
- Provide regular, up-to-date reporting including uploading content into GW's asset management system, alerting us per agreed SLAs of issues, risks and reactive maintenance requirements.

Communication will be a critical success factor for this contract, to ensure the right actions are taken and the right time.

2.7 Health, safety, and wellbeing considerations

Health and Safety at Work Act 2015

All parties will meet their obligations under the Health and Safety at Work Act 2015 (HSWA 2015)⁵. 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.

- **KiwiRail:** see KiwiRail's extensive permit to enter and safety requirements [here](#)
- **WorkSafe:** for workers who perform services on the road or roadside, you are expected to adhere to WorkSafe's guidance [here](#).

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 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.

2.8 Out of scope

Current signage maintenance suppliers to GWRC

We have Facilities Management (FM) contracts with suppliers across bus, rail, and our corporate sites. These suppliers are responsible for day-to-day site cleaning, including signs. The FM contracts will continue, so we must clearly articulate FM roles and responsibilities relative to the new signage supplier, so no activities are missed and/or activities and costs get duplicated by mistake.

⁵ [Health and Safety at Work Act 2015 No 70](#)

At this stage, we expect FM suppliers to continue in this way. If they see any damage, this will be reported to GW signage contract managers who will liaise with the chosen signage supplier to fix the issues.

In addition to the FM suppliers’ regular cleaning schedule, we expect the chosen signage supplier to establish regular signage inspections, audits, and deeper clean/protection activities as appropriate (e.g. polish).

#	OUT OF SCOPE	RESPONSIBLE
1	Installation and maintenance of statutory bus stop signage. This includes bus stop signs, RP5’s and timetable holders. Unless specified otherwise.	Directionz
2	Cleaning of signage at rail stations daily	BGIS
3	Traffic signage in Park and Ride car parks	Fulton Hogan

2.9 Privacy considerations

Our Democratic Services team has an interest in CCTV signage manufactured under this contract. Together, we must ensure these signs contain the correct information, and we comply with the GW CCTV Policy, New Zealand Privacy legislation and the Privacy Commission CCTV Guidance.

2.10 Standard Operating Procedures

We will work with the chosen supplier to prepare a signage SOP during the contract negotiation phase.

This document needs to be clear, simple and aligned to the contract. The aim is to offer an SOP to all GW business units, so that they engage consistently and efficiently with the chosen supplier.

We expect the SOP will be completed before the contract is signed, so that it is correctly referenced in the contract and vice versa.

2.11 Estimated costs

Our signage FY24/25 (01/07/24 – 30/06/25) contract estimate is \$900k 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.

2.12 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 during the due diligence phase. For now, no action is required.

We have written confirmation from Waka Kotahi to offer an extended potential term of 10 years made up of a series of renewals. We anticipate an initial term of 5 years, followed by a 3-year and 2-year extension. All renewals will be at the Wellington Regional Council’s discretion.

Defined terms

TERM	MEANING
BUS STOP SIGN	A Metlink logo sign combined with a statutory bus stop sign (RP5 – NZTA MOTSAM Code)
BUS STOP SHELTER GRAPHICS/LAMINATE	Graphics on windows of bus shelters in the Wellington region. This includes clear and/or printed vinyl overlay onto windows.
CORFLUTE	The name given to corrugated polypropylene, a fluted plastic which is lightweight yet rigid.
HVL	Hutt Valley Line. For context, the Metlink rail team use abbreviations for each rail line. HVL is one of many.
SCHEDULED MAINTENANCE	For the purposes of this procurement, in-scope maintenance activities include regular scheduled inspections, clean then deep cleans or polish and warranty checks. Please note that day to day cleaning is outside scope of this procurement, and it is performed by our Facilities Management (FM) contract suppliers. Also outside scope are the Bus Stop Signs, as described within this document per section 2.8 Out of Scope.
METLINK CUSTOMERS	Anyone using Metlink bus or rail services. This term is used in lieu of other terms like members of the public or passengers.
P&R entrance	Park and ride entrance [of a car park]
PMP	Pole Mounted Platform
RAIL SIGNAGE INFRASTRUCTURE	Rail signage infrastructure includes signs on and around railway stations including platform signage, wayfinding information and directional signs
RCA	Road Controlling Authority
WARRANTY MANAGEMENT SERVICES	The failure, reporting and corrective action processes, services and responsibilities performed by the supplier.

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
1	PRECONDITIONS AND COMPLIANCE ASSESSMENT		Pass/Fail
2	Weighted criteria	RELEVANT EXPERIENCE AND TRACK RECORD – the supplier has successfully demonstrated that they have the experience and know-how to provide the required services	15%
		RELEVANT SKILLS AND CAPABILITY – the supplier has successfully demonstrated that their proposed team has the experience and know-how to deliver and support the required services.	15%
		METHODOLOGY AND REQUIREMENTS – the supplier has successfully demonstrated that they have a robust approach that will deliver our requirements.	20%
		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.	15%
		BROADER OUTCOMES AND PUBLIC VALUE – 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%
		PRICE	30%
3	SHORTLISTED SUPPLIER PRESENTATIONS AND DUE DILIGENCE		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	<p>You, the Respondent, confirm that you are:</p> <ul style="list-style-type: none"> a) EITHER an accredited Avery Dennison Partner OR 3M Select Partner b) AND is listed as a New Zealand Avery Dennison or 3M Partner in one of the website links below. <p>3M Partner Programme</p> <p>Note that a 3M Partner is defined in the link above as ‘<i>Our national network of 3M Select Partners are authorised 3M partners who can help you create and execute your graphics, architectural and window films solutions. All partners must pass 3M’s thorough auditing process to achieve this elite status and are recognised by 3M as leaders in the graphics signage, architectural finishes and window film industries.</i>’</p> <p>Avery Dennison Partner Programme</p> <p>Note that An Avery Dennison Partner is defined in the link above as ‘<i>...an expert team of qualified, and certified, Avery Dennison Partners. These companies are the best-of-the-best when it comes to working with, applying and consistently delivering high-quality graphic finishes using Avery Dennison materials.</i>’</p> <p>You must include supporting certifications and evidence of your official Partner status in your Proposal (see RFP questions R-09 and R-10).</p>	YES/NO
PC2	<p>You, the Respondent, confirm that all employees, contractors and subcontractors who will be involved in delivering this contract will receive no less than the Living Wage Rate as set by Living Wage Aotearoa and updated annually on 1 September⁶.</p> <p>The current Living Wage is NZ\$26.00/hour and from 1st September 2024, will increase to NZ\$27.80/hour.</p>	YES/NO
PC3	<p>Public Liability Insurance (minimum cover of NZ\$20m)</p>	YES/NO

⁶ Living Wage Aotearoa website <https://www.livingwage.org.nz/>

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

3.5 3.5 Innovation

Suppliers may have new and innovative ways to deliver against the specifications. We are open to such innovations.

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.

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

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.

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 up to a ten-year term, with renewal periods to be agreed with the chosen supplier.

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](#).
-

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.

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 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.
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	Information that: <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either the Buyer or a Respondent as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, ‘classified’ and/or ‘restricted’ c. is provided by the Buyer, a Respondent, or a third party in confidence d. the 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	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"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: 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 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 (shortened to RFP-Terms)	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.
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 marketplace 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.