

MINO-0437 Further information on transport research project - Māori experiences and expectations of the transport system in Aotearoa New Zealand

2 August 2022

Provide further information about the study currently out for tender via the GETS government tender website - *Māori experiences and expectations of the transport system in Aotearoa New Zealand* research.

Has this type of research, or similar, been undertaken in previous years and prior to 2017? And given that the tender process is open until 16 August, are there grounds to withhold information until after the contract is awarded?

Waka Kotahi NZ Transport Agency's response:

Similar previous research circa 2017:

- There has been no similar research of this sort within the Sector Research Programme, which is why this research is being undertaken. There has been work completed by others in relation to Māori and transport, including "He Pūrongo Whakahaumarū Huarahi Mō Ngā Iwi Māori | Māori road safety outcomes report" published by Waka Kotahi in July 2021.
 - Māori Road Safety Outcomes Report: <https://www.nzta.govt.nz/resources/maori-road-safety-outcomes-report/>
- In the Transport Evidence Base Strategy (published by Te Manatū Waka Ministry of Transport in December 2019, linked below), which guides the Sector Research Programme, there is the following "enduring question": "What is the relationship between Māori and transport, what impact does transport have on Māori traditions, aspirations and well-being, and how are these things changing over time?" This was identified within the strategy as a research priority. This question was also listed in the predecessor document (the Domain Plan, published in July 2016)
 - Transport Evidence Base Strategy: <https://www.transport.govt.nz/area-of-interest/strategy-and-direction/transport-evidence-base-strategy/>
 - A transport system for Aotearoa: <https://www.transport.govt.nz/area-of-interest/strategy-and-direction/a-transport-system-for-aotearoa/>

Contractual sensitivity during the tender process:

- The total price of \$200,000 is listed on the tender document, which is available to all GETS users [HERE](#). Therefore, publishing the total figure is not sensitive. The Request for Proposal document is attached to this note.
- The breakdown of funding between agencies has not been disclosed publicly.

Compliance with legislation:

- Waka Kotahi has an obligation under the Land Transport Management Act 2003 to engage with Maori, which is embedded in Section 18, detailed below.
- Each NLTP undergoes an after-the-fact review and each has found that more work is required to meet the requirements of the Act.
- Under Section 4 of the Land Transport Management Act 2003, Waka Kotahi is obligated to:
 - *In order to recognise and respect the Crown's responsibility to take appropriate account of the principles of the Treaty of Waitangi and to maintain and improve opportunities for Māori to contribute to land transport decision-making processes, [sections 18, 18A, 18G, 18H](#), and [100\(1\)\(f\)](#) provide principles and requirements that are intended to facilitate participation by Māori in land transport decision-making processes.*
- In particular, section 18H requires Waka Kotahi to:
 - *consider ways in which the organisation may foster the development of Māori capacity to contribute to the organisation's land transport decision-making processes.*

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REQUEST FOR PROPOSAL (RFP)

Call for a Proposal by: Waka Kotahi NZ Transport Agency

ART 21/28 Māori experiences and expectations of the transport system in Aotearoa New Zealand

RFP 6868

RFP released: Wednesday, 13 July 2022
Deadline for Questions: 10.00am Tuesday 2 August 2022
Deadline for Proposals: 5.00pm Tuesday 16 August 2022

Released under the Official Information Act 1982

About Waka Kotahi NZ Transport Agency

A land transport system connecting people, products and places for a thriving Aotearoa. Waka Kotahi NZ Transport Agency (Waka Kotahi) is focused on providing one integrated land transport system that helps people get the most out of life and supports business.

We look after the national transport system with our partners, today and for the future. We're innovating to make sure the system is efficient and sustainable, unlocking opportunity and keeping New Zealand moving.

We're working to deliver our customer promise – great journeys to keep New Zealand moving.

Impartiality and transparency are important to us, if tenderers have any probity concern with regard to this procurement activity the Probity Auditor should be contacted. The Probity Auditor is not a member of the Evaluation panel.

For any probity queries contact the Waka Kotahi Probity Auditor:

Shaun McHale
Managing Director
Wellington Office
Level 1, 187 Featherston Street
PO Box 25103
WELLINGTON 6146

Phone: (04) 496 5580
Mobile: (027) 486 3412
Email: shaun.mchale@mchalegroup.co.nz

What we need

Waka Kotahi is seeking to appoint a Researcher to undertake the following inclusive access research project:

ART 21/28 - Māori experiences and expectations of the transport system in Aotearoa New Zealand

The research will be independent research, albeit guided by a research project steering group which will be chaired by a Waka Kotahi representative. The results of the research must be able to be cost effectively applied in New Zealand in the short-to-medium term for longer-term impacts.

What's important to us

Waka Kotahi is looking for proposals with a methodology that will provide practicable solutions to the research question and knowledge gap identified in the research topic specification provided on section 2 of this RFP. Respondents need to demonstrate their capability to deliver the research and to provide for the promotion and implementation of the research.

Why should you bid?

This is a unique opportunity to be part of the Waka Kotahi Research Programme which invests in innovative and relevant research and plays a critical role at the forefront of land transport thinking. It thereby contributes to achieving the government's goals for transport. You have the opportunity to come up with an innovative methodology to address a research question that has been identified by transport sector decision makers (Waka Kotahi, Ministry of Transport and Local Government NZ) as having a high strategic fit.

SECTION 1: KEY INFORMATION



1.1 Context

- a) This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the ART 21/28 Māori experiences and expectations of the transport system contract opportunity.
- b) This RFP is a single-step procurement process.
- c) Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.'. Definitions are at the end of [Section 6](#).



1.2 Our timeline

- a) Here is our timeline for this RFP.

Step in RFP process:	Date:
Deadline for Questions from suppliers:	10.00am Tuesday 2 August 2022
Deadline for the Buyer to answer suppliers' questions:	Thursday 4 August 2022
Deadline for Proposals:	5.00pm Tuesday 16 August 2022
Unsuccessful Respondents notified of award of Contract:	September
Respondents' debriefs:	September
Anticipated Contract start date:	Mid-September 2022

- b) All dates and times are dates and times in New Zealand.



1.3 How to contact us

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

b) Our Point of Contact

Title/role: Tender Secretary

Email address: WRO.contracts@nzta.govt.nz



1.4 Developing and submitting your Proposal

- a) This is an open, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b) Take time to read and understand the RFP. In particular:
 - i) develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii) in structuring your Proposal consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c) For helpful hints on tendering and access to a supplier resource centre go to: www.procurement.govt.nz/for-suppliers.
- d) If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e) In submitting your Proposal you must use the Response Form provided. This is a Microsoft Word document that you can download.
- f) You must also complete and sign the declaration at the end of the Response Form.
- g) Check you have provided all information requested, and in the format and order asked for.
- h) 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 electronically

- a) Proposals must be submitted by electronically via GETS.
- b) Proposals sent by post or fax, 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 three calendar months from the Deadline for Proposals.
- b) The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#). We have not made any variation to the RFP-Terms.



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 the Government Electronic Tenders Service (GETS) at www.gets.govt.nz.
- 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

This section sets out what we are wanting you to address when you prepare your response to this RFP.

2.1 The research topic

Specification ref:	ART 21/28
Title:	Māori experiences and expectations of the transport system in Aotearoa New Zealand
Background and context	<p>Previous research has shown that Māori face gaps in transport-related access to opportunities for social, economic, and cultural advancement.</p> <p>Māori also experience differences in actual and potential outcomes arising from interactions with the transport system. For example a recent report has found that overall, road traffic mortality rates are between 60% and 200% higher for Māori compared to non-Māori. Interactions with the licensing and regulatory systems can also be problematic.</p> <p>Te Manatū Waka (Ministry of Transport) and Waka Kotahi (NZ Transport Agency) are engaged in several initiatives aimed at better understanding and responding to Māori transport needs. Both are also seeking to build Māori capability in the sector, among other things, through modified procurement practices.</p> <p>Te Manatū Waka has initiated He Waka Maiangi, a process to improve outcomes for Māori: He pūnaha waka e hāpaitia ana te iwi Māori kia eke. This is in recognition of the fact that, as a signatory to Te Tiriti o Waitangi (Te Tiriti), the Crown has an obligation to uphold Te Tiriti in all its interaction with Māori.</p> <p>Te Manatū Waka is also beginning a process of consultation with all stakeholders, including Māori, about the next Government Policy Statement (GPS) for Transport. In the short term, Te Manatū has commissioned some consultants to provide advice on what constitutes a best practice Te Tiriti o Waitangi/Treaty of Waitangi-based approach within the broader transport system, matched with the Ministry's functions and consistent with broader Crown responsibilities.</p> <p>Waka Kotahi has achieved some progress in engaging with Māori through consultation over large infrastructure projects, although there is a way to go to achieve true partnership in this area. A recent project has investigated Waka Kotahi's engagement with Māori as the basis for including indicators in the agencies' next Statement of Performance Expectations (SPE). This work will be built upon to inform a review of Te Ara Kotahi – Waka Kotahi's Māori Strategy. Separate projects are underway to engage with Māori on road safety, driver licensing, supply chain issues and the next National Land Transport Programme (NLTP).</p> <p>All the above efforts need to be informed by evidence about Māori aspirations and lived experiences of the transport system. A preliminary, phase one report: "A pathway towards understanding Māori aspirations for transport in Aotearoa, New Zealand" has recently been published. It has</p>

Specification ref:	ART 21/28
Title:	Māori experiences and expectations of the transport system in Aotearoa New Zealand
	<p>identified key issues and proposed a process for further research with Māori at all levels and localities within the transport system.</p> <p>This project aims to pick up where that initial report leaves off and respond to what Māori have already been telling Waka Kotahi through other channels (e.g., about safety and interactions with the licensing system). The research will be integrated with other initiatives described above and inform them with useful evidence.</p>
Knowledge gap:	<p>There is insufficient evidence about the lived experience of Māori as they interact with the transport system at all levels and within different rohe or other settings.</p> <p>It is not clear what gaps in transport-related access occur, why, and how they might be closed. Nor is there sector-wide knowledge of broader Māori expectations and priorities for the whole transport system, in the short, medium and long term.</p>
Purpose:	<p>This research seeks to give expression to the treaty partnership by identifying Māori experiences, expectations and priorities for transport, to inform the development of key agency responses and help build capability within agencies.</p>
Research objective	<p>This research will build on the phase one research report, engage with Māori and work collaboratively with Te Manatū Waka and Waka Kotahi to understand:</p> <ol style="list-style-type: none"> How Māori perceive the transport system in Aotearoa (e.g., as a whole system, a set of infrastructure, a way to get from A to B or something that provides access to opportunity, etc) and why have these perceptions come about? How are Māori impacted by the transport system day by day (as Māori, distinct from other factors, positively and negatively and how are these impacts changing over time? How are Māori responding to government priorities for transport, such as the road to zero strategy and mode shift? What are Māori expectations and priorities for transport, now and in the short, medium, and long-term future? What are the gaps between Māori expectations and priorities for transport and their current experiences? What are the gaps in data and other evidence that can be used to characterise Māori experiences and impacts on them of the transport system? What responses are required to close data and evidence gaps, and how would these responses be prioritised by Māori?

Specification ref:	ART 21/28
Title:	Māori experiences and expectations of the transport system in Aotearoa New Zealand
Scope	<p>It is acknowledged that there will be no “one” Māori viewpoint, but rather a range of viewpoints to be collated from individual respondents, whanau, hapū and iwi.</p> <p>The project will adopt a kaupapa Māori methodology and engage with a wide range of Māori in a range of urban and rural settings, especially those who have not been consulted previously, to find out about their “everyday” lived experiences of transport, including interactions with regulations and licensing.</p> <p>The research will be a self-contained and discrete piece of work but initially, it will be “embedded” with and support Waka Kotahi processes in Tai Tokerau (Northland) Tairāwhiti (East Coast) and Ōpōtiki/Whakatāne (Eastern Bay of Plenty). In addition, the research project will need to incorporate (at a minimum) Akarana (Auckland) and Te Wai Pounamu (The South Island).</p> <p>The project will need to take account of other parallel processes of engagement with Māori being undertaken by Te Manatū Waka and Waka Kotahi (identified in the background and context section in this document) to draw on the learning from those processes and ensure no duplication of effort or excessive respondent burden.</p> <p>The focus is on the whole transport system, while acknowledging that many drivers of social outcomes arise from outside that system.</p>
End use of research	The research will be used to inform decision-making that supports the improvement of agencies’ responses to Māori aspirations and priorities for the transport system.
Cost:	\$200,000 maximum price
Draft final report¹ required by:	31 July 2023, or earlier agreed date

¹ This is the peer reviewed research report submitted to the NZ Transport Agency for editing.

Specification ref:	ART 21/28
Title:	Māori experiences and expectations of the transport system in Aotearoa New Zealand
Parameters – Core requirements:	<p>The successful Proposer will:</p> <ul style="list-style-type: none"> a. work with and provide six-weekly briefings to the project steering group – Transport Agency staff member to chair steering group; b. integrate the research with other Ministry and Waka Kotahi engagement processes going on in parallel; c. provide four peer reviewer options from which Waka Kotahi will select two (note: peer reviewers cannot be steering group members); d. provide for the steering group to undertake a review of the research report provided to peer reviewers (can be undertaken concurrently with the peer review); and e. include plans for disseminating and promoting the research and its recommendations and findings.
Deliverables – core requirements:	<p>Deliverables from the research project will be:</p> <ul style="list-style-type: none"> a. a comprehensive research report in the NZ Transport Agency research report format (refer NZ Transport Agency Research Report Style Guide) incorporating: <ul style="list-style-type: none"> i. a Kaupapa Māori-based methodology for addressing the research objectives; ii. quantitative data that sheds light on Māori interactions with the transport system across Aotearoa, and resulting outcomes; iii. qualitative evidence of direct Māori experiences of the transport system, the extent to which it meets needs and future aspirations and priorities; and iv. identified opportunities for closing gaps that exist between Māori aspirations for transport and their current experiences; b. a series of PowerPoint slides (using Waka Kotahi template) and/or an infographic explaining the research and its findings; and c. a recorded presentation explaining the research and its findings.

2.2 Research programme administrative requirement

Respondents **must** acknowledge and confirm their agreement with the following administrative processes.

Payments

Waka Kotahi will pay approved invoices only on completed milestones but not more frequently than monthly. Payment will be made by direct credit, where possible. Submitting a proposal indicates acceptance of payment only upon completed milestones.

Each invoice is to be accompanied by a completed monthly progress report (see below) which certifies that the milestone/s being invoiced has/have been completed.

Monthly progress reports

The successful Respondent will provide Waka Kotahi with monthly progress reports, a template for which will be supplied by Waka Kotahi, in order to confirm progress of the research against each milestone and to advise of any personnel changes.

Occasionally, problems may occur or issues may arise during the research process that Waka Kotahi should be informed about. Progress reports outside of the monthly reporting timetable should be submitted as and when necessary, using the same monthly progress report, or the Coordinator National Programmes should be contacted directly.

Format of the final research report and publication

The successful Respondent will submit a draft final research report (and/or other form of output) in the format set out in the Waka Kotahi Research Report Style Guide.

In addition, no final draft report (and/or other form of output) will be accepted unless accompanied by completed and signed peer review forms.

Waka Kotahi will review the final draft report and request any changes, as appropriate, prior to sending the report to be edited.

Waka Kotahi will arrange for the final edit of the draft final research report although, as noted above, researchers are required to prepare research reports in accordance with the Waka Kotahi Research Report Style Guide. Researchers are obliged to assist the editor throughout the editing process. Waka Kotahi will be responsible for the provision of ISBN and ISSN numbers and for publication of the final report on the Transport Agency website.

Reports are published under the name of the author/s and research organisation/s. Each report includes a disclaimer stating that Waka Kotahi accepts no liability for the report's contents or for any consequences arising from its use, and that the material in the report should not be construed in any way as policy adopted by Waka Kotahi or any other government agency, although it may be used in the formulation of future policy.

Standard terms and conditions

A copy of the Waka Kotahi Research Programme Standard Terms and Conditions is attached to this RFP. Proposals will be deemed to include all costs associated with agreeing and executing contracts.

In accordance with clause 63 of the Waka Kotahi Research Programme Standard Terms and Conditions (Section 5), all Respondents shall ensure insurance policies are held as at the commencement of any research undertaken for the Transport Agency's Research Programme. The Transport Agency may request evidence of insurance prior to signing the Research Agreement.

Steering Groups

All research projects are required to have a project steering group chaired by the Waka Kotahi Research Owner. While the successful Respondent will be reporting to, and seeking advice from, the steering group, they will not be a member of the steering group.

The costs for servicing the steering group, must be factored into the pricing response submitted, noting that there is no charge for Transport Agency and Ministry of Transport representation on the steering group.

Peer reviewers

Waka Kotahi requires that all draft final research reports are peer reviewed by two or more external peer reviewers who have appropriate expertise. Peer reviewers are required to

certify that the project report is technically sound and delivers the agreed project objectives, as recorded in the Research Brief.

While two peer reviews are required at the completion of the project, a review/s may also be necessary on completion of stages or specific tasks. Each research proposal must include a clear description of the peer reviews that will be undertaken during the course of the project, at what points those reviews will be completed and by whom.

Respondents should note that the proposed peer reviewers need only be indicative until the contracting stage when successful Respondents will need to formalise arrangements with Waka Kotahi and, subsequently, the selected peer reviewers.

Waka Kotahi will consider the adequacy of the proposed peer reviewers and will select two. Waka Kotahi reserves the right to request additional or alternative reviewers prior to contracting.

The Peer Review Guidelines provide more detail on the requirements. Please note that peer reviewers are not to be part of the Research Project Steering Group.

2.3 Other tender documents

In addition to this RFP we refer to the following documents. These have been uploaded on GETS and are available for all interested suppliers. These documents form part of this RFP.

- a. Waka Kotahi Research Programme Research Agreement (PDF)
- b. Waka Kotahi Research Programme Peer Review Guidelines (PDF)
- c. Waka Kotahi Research Report Style Guide (July 2021) (PDF)

SECTION 3: OUR EVALUATION APPROACH

This section sets out the Evaluation Approach that will be used to assess Proposals.

3.1 Evaluation model

The evaluation model that will be used is weighted evaluation criteria. Price is not a weighted criterion. This means that Proposals that are capable of full delivery on time will be shortlisted by score and an overall assessment of best value-for-money over the whole-of-life of the Contract.

3.2 Pre-conditions

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

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

#	Pre-condition
1.	Respondents accept the Research Programme administrative requirements detailed in Section 2.2.

3.3 Evaluation criteria

Proposals which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
1. Methodology (fit for purpose)	45%
Statement of purpose of research	
Objectives of the research	
Description of methodology, including research processes and analytical techniques	
Strengths and weaknesses of methodology	
Research outputs	
Milestone schedule	
Peer reviewers	
How will the research be promoted, applied and used	
End user use, implementation and application of the research	
2. Project and risk management	15%
Project management	
Data management and health and safety approaches	
Risk assessment and mitigation	

Criterion	Weighting
3. Capability, experience and capacity	40%
Proposed team	
Capability, experience and track record	
Capacity and technology	
Total weightings	100%

3.4 Scoring

The following scoring scale will be used in evaluating Proposals. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

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

3.5 Price

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

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.6 Optional evaluation process and due diligence

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be considered in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

- a) reference check the Respondent organisation and named personnel
- b) other checks against the Respondent e.g. Companies Office
- c) interview Respondents
- d) request Respondents make a presentation
- e) arrange site-visits
- f) test products
- g) inspect audited accounts for the last three financial years
- h) undertake a credit check
- i) undertake a Police check for all named personnel.

SECTION 4: PRICING INFORMATION TO BE PROVIDED BY RESPONDENTS

This section sets out the pricing component to Respondents submitting a proposal.

4.1 Pricing information in proposal

Respondents are to provide their price as part of their Proposal. In submitting the Price the Respondent must meet the following:

- a) Respondents are to use the pricing schedule template provided.
- b) the pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price exclusive of GST.
- c) where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- d) in preparing their Proposal, Respondents are to 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.
- e) respondents are to document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in 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 the cost estimated if possible.
- f) prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- g) 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.
- h) 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.
- i) Proposals must:
 - i) ensure all costs are quoted GST exclusive and in New Zealand dollars; and
 - ii) include the peer reviews as a separate, costed milestone/s.
- j) The following must be taken into consideration when costing a proposal:
 - i) a minimum of ten percent [10%] of the project's cost or \$10,000 (whichever is the lesser) will be paid once the final draft report has been edited, and the final version has been published on the Transport Agency website. This ensures participation in the editing process (see section 2.2).

SECTION 5: OUR PROPOSED CONTRACT

This section sets out the contract component to Respondents submitting a proposal.

5.1 Proposed Contract

Attached to the RFP package when you received this RFP is the PDF version of the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.

In submitting your Proposal you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

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SECTION 6: RFP PROCESS, TERMS AND CONDITIONS

Note to suppliers and Respondents

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

Standard RFP Process



Preparing and Submitting a Proposal

6.1 Preparing a Proposal

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

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

6.2 Offer Validity Period

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



6.3 Respondents' Deadline for Questions

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



6.4 Submitting a Proposal

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

- d) Where the Buyer stipulates a two envelope RFP process the following applies:
- i) each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii) financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
 - iii) the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



Assessing Proposals

6.5 Evaluation panel

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

6.6 Third party information

- a) Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
- b) Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- c) To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.



6.7 Buyer's clarification

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



6.8 Evaluation and shortlisting

- a) The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b) In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - i) each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
 - ii) except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- c) In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - i) the results from reference checks, site visits, product testing and any other due diligence
 - ii) the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii) any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv) any other relevant information that the Buyer may have in its possession.
- d) The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.



6.9 Negotiations

- a) The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b) The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i) prepare a negotiation plan for each negotiation
 - ii) advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii) hold separate negotiation meetings with each Respondent.

- c) Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



6.10 Respondent's debrief

- a) At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b) The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i) provide the reasons why the Proposal was or was not successful
 - ii) explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii) indicate the Proposal's relative strengths and weaknesses
 - iv) explain, in general terms, the relative advantage/s of the successful Proposal
 - v) seek to address any concerns or questions from the Respondent
 - vi) seek feedback from the Respondent on the RFP and the RFP process.

6.11 Notification of outcome

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

6.12 Issues and complaints

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



Standard RFP conditions

6.13 Buyer's Point of Contact

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

6.14 Conflict of Interest

- a) Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

6.15 Ethics

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

6.16 Anti-collusion and bid rigging

- a) Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.

- b) The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

6.17 Confidential Information

- a) The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b) The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c) Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

6.18 Confidentiality of RFP information

- a) For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- b) A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

6.19 Costs of participating in the RFP process

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

6.20 Ownership of documents

- a) The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its

licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.

- b) All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c) Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

6.21 No binding legal relations

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

6.22 Elimination

- a) The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i) the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii) the Proposal contains a material error, omission or inaccuracy
 - iii) the Respondent is in bankruptcy, receivership or liquidation
 - iv) the Respondent has made a false declaration
 - v) there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi) the Respondent has been convicted of a serious crime or offence

- vii) there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii) the Respondent has failed to pay taxes, duties or other levies
- ix) the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x) the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a) Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i) amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii) make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b) Despite any other provision in the RFP the Buyer may:
 - i) accept a late Proposal if it is the Buyer's fault that it is received late
 - ii) in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
 - iii) in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv) accept or reject any Proposal, or part of a Proposal
 - v) accept or reject any non-compliant, non-conforming or alternative Proposal
 - vi) decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 - vii) decide not to enter into a Contract with any Respondent
 - viii) liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix) provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - x) amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - xi) waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c) The Buyer may request that a Respondent/s agrees to the Buyer:

- i) selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
- ii) selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.24 New Zealand law

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

6.25 Disclaimer

- a) The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b) Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c) To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a) Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i) Section 1, paragraph 1.6
 - ii) Section 6 (RFP-Terms)
 - iii) all other Sections of this RFP document
 - iv) any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b) If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.

Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	Information that: 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. Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.
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: 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 of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (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 market place that does not submit a Proposal.

Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.

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