



The Ministry of Education

School Bus Procurement Request for Proposal

Tender 1

Tender 1 RFP released: 9 July 2020
Deadline for Questions: 5:00 pm 14 August 2020
Deadline for Proposals: 5:00 pm 21 August 2020

The Ministry of Education
Mātauranga House 33 Bowen Street, Wellington 6011

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1 Key Information

1.1 Context

- a. This Request for Proposal (**RFP**) is an open invitation to suitably qualified Suppliers to submit a Proposal to the Ministry of Education (**Ministry**) for the provision of School Bus Services (**Services**). The Services are the safe transportation of students between the School and each student's designated pick-up/drop-off point, and the transportation of students between schools
- 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 business in the market place even where it does not submit a Proposal'. Definitions are in Section 12
- d. This RFP is an invitation and not an offer capable of acceptance by a Respondent. This RFP process will be governed by the RFP-Terms set out in Section 11. No binding contract (except as provided for in paragraph 11.21 of Section 11) will arise unless and until a Contract is agreed in writing and signed by the Ministry and the Successful Respondent(s)
- e. The Ministry makes no representations or warranties that the information in this RFP or any information communicated or provided to Respondents during the RFP process is or will be accurate, current or complete

1.2 Our Timeline

Here is our timeline for this RFP. Dates falling after the Deadline for Proposals are indicative.

Steps in RFP process:	Date:
Deadline to register for RFP briefing sessions	Please monitor this GETS notice for updates
Dates of the RFP briefing sessions	Please monitor this GETS notice for updates
Deadline for submitting Route maps feedback	5:00 pm 24 July 2020
Deadline for Questions from Suppliers	5:00 pm 14 August 2020
Deadline for the Buyer to answer Suppliers' questions	5:00 pm 18 August 2020
Deadline for Proposals	5:00 pm 21 August 2020
Unsuccessful Respondents notified of tender outcome	November 2020
Anticipated Contract Signing	November 2020
Respondents' debriefs	January / February 2021
Contract Commencement Date	1 January 2022

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. See Section 1.3 c.
- b. If you would like to attend one of the RFP briefing sessions please monitor the RFP GETS notice and your email, including the junk mail folder, as briefing details and registration instructions will be released shortly via GETS and an automatic notification email will be sent

c. Our **Point of Contact** is **Patrick Bodzak**

All enquiries in relation to this RFP must be directed to our Point of Contact through the GETS 'Raise Question Here' function. This function is located at the bottom of the GETS School Bus Procurement RFP notice, accessible via <https://www.gets.govt.nz/> and appears as a blue button:



- d. There is a further opportunity for you to email us with any suggested refinements to the Route maps. Please do so no later than Friday 24 July, and direct your emails to bus.tender@education.govt.nz
- e. By subscribing to this RFP through GETS you will automatically be informed by email of all notifications for this RFP

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 clear understanding of our Requirements detailed in Section 4
 - ii. in structuring your Proposal consider how it will be evaluated. Sections 7 and 8 describe our Evaluation Approach
- c. For helpful hints on tendering and access to a supplier resource centre go to: <https://www.procurement.govt.nz/suppliers-2/>
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. You must do this via our Point of Contact, see Section 1.3 c.
- e. Proposals will be accepted via the VendorPanel system only. To submit a Proposal, follow the link to the VendorPanel system; the link is included in the RFP notice as well as in Section 1.5 of this RFP
- f. Follow the VendorPanel registration and submission instructions contained in Appendix E GETS and VendorPanel instructions
- g. In submitting your Proposal you must use the Response Forms provided:
 - **Appendix A** Quality Response Form
 - **Appendix B** Price Response Form, and Financial Ratios
 - **Appendix C** Due Diligence

In addition to the Response Forms, you must submit each of the following:

- Business Continuity / Disaster Recovery / Critical Incident Plan / Policy / Document
 - Implementation Plan
 - Fleet Management Plan
 - Licence(s)
 - Insurances
 - Health and Safety Plan / Policy / Document
 - Drug and Alcohol Plan / Policy / Document
 - Child Protection Plan / Policy / Document
- h. You must use the pricing form for your pricing information, included as Appendix B Price Response Form, and Financial Ratios
 - i. You must adhere to other requirements, such as response length, submission formats, file naming convention as set out in Appendix H Respondent's Checklists and Process Flowcharts
 - j. Check that you have provided all information requested, and in the format asked for. Consult the Respondent's checklist included as Appendix H Respondent's Checklists and Process Flowcharts
 - k. Having done the work, don't be late – please ensure you get your Proposal to us via VendorPanel before the Deadline for Proposals!

1.5 Submitting Your Proposal

- a. Proposals must be submitted electronically at the following web address:
<https://www.vendorpanel.nz/vsi.axd?g=a69fa7d9d4eb42d1a398532c3c75788fs5>.
- b. Proposals sent by post, fax, email, by hard copy delivered to our office, or by any means other than specified in Section 1.5 a. **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 12 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 11

1.7 Subsequent 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 publishing 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. Please monitor your email as well as the GETS notice, as some of these notifications will be very important. Remember to check your junk mail folder

1.8 Tender Documents

Documents attached to the GETS Tender Notice for this RFP and which form part of this RFP (the Tender Documents) are:

- **School Bus Procurement Request for Proposal Tender 1** (this document)
- **RFP Appendix A** Quality Response Form

- **RFP Appendix B** Price Response Form, and Financial Ratios
- **RFP Appendix C** Due Diligence
- **RFP Appendix D** Contract
- **RFP Appendix E** GETS and VENDORPANEL Instructions
- **RFP Appendix F** Monthly Reporting Requirements
- **RFP Appendix G** Route Maps and Additional Information:
 - **G1** Northland
 - **G2** Auckland
 - **G3** Waikato
 - **G4** Bay of Plenty
 - **G5** Hawke's Bay
 - **G6** Gisborne
 - **G7** Taranaki
 - **G8** Whanganui – Manawatu
 - **G9** Wellington – Wairarapa
 - **G10** Nelson – Marlborough – Tasman
 - **G11** West Coast
 - **G12** Canterbury
 - **G13** Otago
 - **G14** Southland
 - **G15** Technology Bus Routes Additional Information
- **RFP Appendix H** Respondents' Checklists and Process Flowcharts

1.9 Concerns and Complaints

Any concern or complaint a Respondent has in regard to this RFP must be raised with the Point of Contact (Section 1.3) in the first instance, via email: bus.tender@education.govt.nz (Email subject: "Issue with School Bus Procurement RFP – [GETS reference number]").

If an issue or complaint remains unresolved following best endeavours at resolution with the Point of Contact, the issue or complaint may be escalated by emailing the Ministry's Education Infrastructure Service Procurement Team: EIS.Procurement@education.govt.nz (Email subject: "Issue with School Bus Procurement RFP – [GETS reference number]").

All received concerns or complaints will also be forwarded to the external probity auditor, who is an employee of Audit New Zealand, and is completely independent of the Ministry and this procurement process.

2 Overview

2.1 Background

The Ministry is the second largest purchaser of passenger services in New Zealand (after Auckland Transport) and has been managing the transport of children to and from school for over 130 years. While the ultimate responsibility for getting students to and from school sits with the caregiver, the Ministry may offer assistance to students who don't have access to public transport, and where distance from their closest school is a barrier.

The Ministry is currently responsible for:

- Managing around 7,000 daily vehicle movements with around 40 million passenger journeys each year
- Assisting over 100,000 students to school and home again safely every school day
- Transporting 25,000 Year 7 and Year 8 students to offsite technical education facilities

The Ministry is tendering for Daily and Technology Bus Services through two separate tenders. This Request for Proposal (**RFP**) applies for the procurement of a portion of Daily and Technology Bus Services required from 1 January 2022 through Tender 1, but also summarises the approach to Tender 2, under which the Ministry will procure the remaining Daily and Technology Bus Services.

2.2 Procurement Approach

The procurement of all Daily and Technology Bus Services will proceed via a two tender approach. These tenders are referred to in this document as '**Tender 1**' and '**Tender 2**'. Respondents should choose to participate in the tender that best fits their capability, capacity, and aspirations for their business.

- Tender 1 is this RFP
- Tender 2 is expected to be released later in 2020

This RFP is for Tender 1 only, however relevant information pertaining to Tender 2 is also presented. Where Tender 2 information is presented, it is for noting purposes only, and may be subject to change. Summarised information showing the key differences between Tender 1 and Tender 2 is presented in Section 10.

Tender 1 – Respondents can submit a Proposal to service one or more individual Daily and/or Technology Routes in a single Region. This Region can be either the one where their Head Office is located, or any Adjacent Region, but only one Region may be selected. Respondents can submit a Proposal for as many Routes as they wish in this one Region. However, each Respondent will need to indicate in their Proposal the maximum number of Daily Routes it has the capacity to service and whether it will consider a Technology Route offer only if a corresponding Daily Route is also offered (see Section 8 for detailed information). Within each Region, the maximum number of Routes available for award under Tender 1 will be:

- up to 10% or 10 of the Daily Routes (whichever is higher), **and**
- up to 10% of the Technology Routes

Respondents who enter into an agreement with the Ministry as a result of Tender 1, for one or more Routes, are not eligible to participate in Tender 2. Respondents who participate in Tender 1 but who do not enter into an agreement with the Ministry are eligible to participate in Tender 2.

The table below presents the total number of Routes per Region, and the number of Routes being made available for award via Tender 1:

Region	Total Routes			Tender 1 Routes available for award	Daily	Technology	Total
	Daily	Technology	Total				
Northland	171	37	208	17	4		21
Auckland	71	70	141	10	7		17
Waikato	168	92	260	17	9		26
Bay of Plenty	109	38	147	11	4		15
Hawke's Bay	97	34	131	10	3		13
Gisborne	41	5	46	10	1		11
Taranaki	57	18	75	10	2		12
Whanganui/Manawatu	123	57	180	12	6		18
Wellington/Wairarapa	73	86	159	10	9		19
Nelson/Marlborough/Tasman	111	26	137	11	3		14
West Coast	47	12	59	10	1		11
Canterbury	114	113	227	11	11		22
Otago	161	29	190	16	3		19
Southland	112	12	124	11	1		12
Total	1455	629	2084	166	64		230

2.3 Tender 1 Steps in the Procurement Process

- Tender 1 RFP published on GETS along with Provisional Route Groups (relevant to Tender 2), maps and details for each Route
- Following a review of available Routes, Suppliers decide whether to participate in Tender 1 or Tender 2
- Tender 1 Respondents decide in which one of their eligible Regions they will bid (see section 2.4.2 for regional eligibility criteria)
- Tender 1 Respondents bid for as many Routes as they wish within their chosen Region (Respondents must indicate the maximum number of Daily Routes they have the capacity to serve in their Proposal and whether a Technology Route offer depends on being offered a related Daily Route)
- Ministry evaluators assess all Proposals for compliance and rank all compliant Proposals within a Region based on Public Value (see section 8.1 for Public Value guidance)
- Evaluators check that preferred Proposals fit within the Respondent's maximum capacity and Technology Route dependency and adjust ranking accordingly
- Contract award offers are made to preferred Respondents. Respondents may be preferred for one or more individual Routes they have bid for within a Region (up to the nominated cap), and must accept or decline all Routes offered. If a Route is declined by a preferred Respondent the Ministry may then offer the Route to the next preferred Respondent(s) until the regional limit is reached. Section 8 provides more detailed information
- Routes awarded through Tender 1 to a single Contractor will be treated as a Route Group for Contract management purposes, but pricing will be on an individual Route basis

2.4 Rules and Requirements of the Procurement Approach

2.4.1 Eligibility to Participate

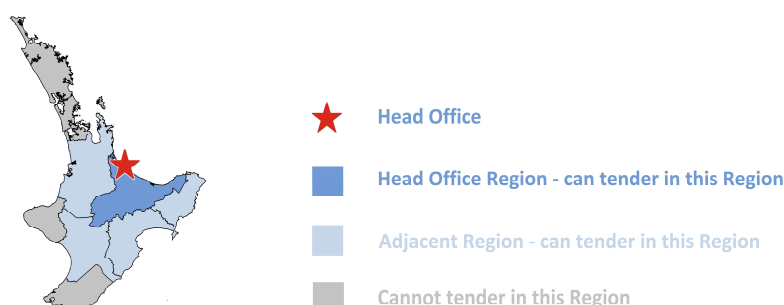
Tender 1 is open to all Suppliers.

2.4.2 Regional Eligibility

Tender 1 Respondents are limited to submitting Proposals in one Region only. Respondents have the choice of submitting a Proposal in the Region where their Head Office is located (**Head Office Region**) or in a Region bordering the Head Office Region (**Adjacent Region**). This is called regional eligibility. A Respondent cannot submit a Proposal in more than one Region with the intention of deciding which Region to service later. Respondents who submit Proposals in more than one Region will be asked for clarification and requested to select one Region, with any Proposals for other Regions not being accepted for evaluation.

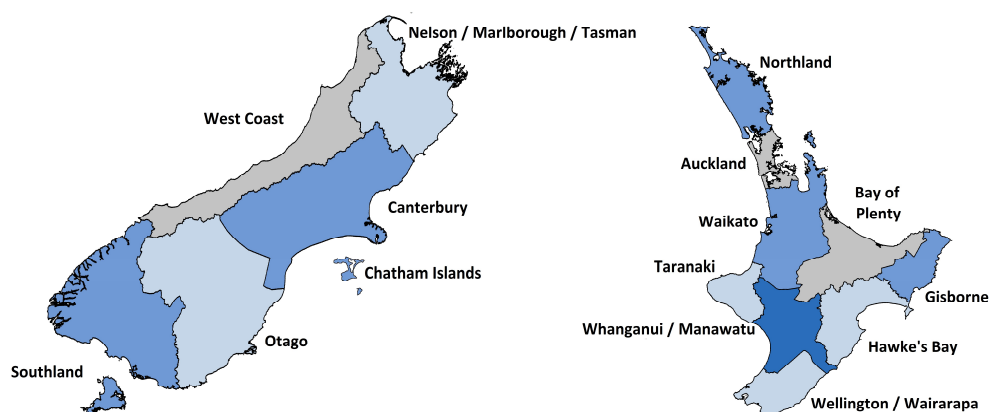
2.4.2.1 Example: Regional Eligibility

In this example, the Respondent's Head Office is located in the Bay of Plenty. This means the Respondent can choose to tender in either their Head Office Region of Bay of Plenty, or one of the four Adjacent Regions, i.e. Waikato, Whanganui-Manawatu, Hawke's Bay or Gisborne:



2.4.2.2 Regions

The following map shows the regional boundaries into which the Ministry's Daily and Technology Routes are divided. These boundaries are largely consistent with Regional Council boundaries, however there are a number of deviations. The map is a high level and indicative demonstration of the current allocation of Region boundaries, and should be read in conjunction with information on Routes included as Appendix G Route Maps and Additional Information.



2.4.2.3 Adjacent Regions

The table below shows the Adjacent Regions corresponding to each Head Office Region:

Head Office Region	Adjacent Regions
Northland	Auckland
Auckland	Northland, Waikato
Waikato	Auckland, Taranaki, Whanganui / Manawatu, Bay of Plenty
Taranaki	Waikato, Whanganui / Manawatu
Bay of Plenty	Waikato, Whanganui / Manawatu, Hawke's Bay, Gisborne
Gisborne	Bay of Plenty, Hawke's Bay
Hawke's Bay	Gisborne, Bay of Plenty, Whanganui / Manawatu
Whanganui / Manawatu	Wellington / Wairarapa, Taranaki, Waikato, Bay of Plenty, Hawke's Bay
Wellington / Wairarapa	Whanganui / Manawatu, Nelson / Marlborough / Tasman
Nelson / Marlborough / Tasman	Wellington / Wairarapa, West Coast, Canterbury
Canterbury	Nelson / Marlborough / Tasman, West Coast, Otago
West Coast	Nelson / Marlborough / Tasman, Canterbury, Otago, Southland
Otago	Canterbury, West Coast, Southland
Southland	West Coast, Otago

2.4.3 Related Parties

The Ministry is aware that some Suppliers operate through different businesses and entities, which may have a relationship through ownership, common parent companies or shareholding, be in partnerships, consortiums and other operating models. The Ministry generally considers these companies to be the same party for the purpose of applying the conditions of Tender 1 and Tender 2.

Accordingly, without limiting the Ministry's rights to terminate any Respondent's participation in this Tender 1 or Tender 2, the Ministry may at its sole discretion exclude any Respondent from participating in Tender 1 or Tender 2 if the Ministry is of the view that the Respondent:

- in the case of participation in this RFP for Tender 1, is a Related Party to any other Respondent that has submitted a response to Tender 1
- in the case of participation in Tender 2, is a Related Party to any Respondent that has been awarded any Route under Tender 1, or
- has taken any steps (including, but not limited to, structuring its affairs in such a way) so as to directly or indirectly, defeat, evade or circumvent the purposes for the Related Party definition

Please see the 'Related Party' definition in the Definitions table in Section 12 for a detailed explanation.

2.4.4 Fewer Routes May Be Awarded Than Are Available

In certain circumstances, fewer than the maximum number of Routes may be awarded within a given Region. This can happen if any one of the following apply:

- there is insufficient interest
- Respondents do not pass the regional eligibility or related parties tests
- there are insufficient Proposals of an acceptable quality

- there are insufficient Proposals of an acceptable price, and/or
- Respondents are selected as preferred but decline to enter into an agreement with the Ministry for the Routes offered

3 Engagement and Communication

3.1 Engagement During the Tender

3.1.1 RFP Briefings

3.1.1.1 Purpose

Potential Respondents to this RFP are invited to an RFP briefing, which is expected to be held via zoom as well as in major centres across New Zealand. The briefings will communicate tender and tender process information and give potential Respondents the opportunity to ask tender process related questions and seek clarifications about the RFP and how to respond. Attendance is not mandatory. The RFP briefing presentation as well as a consolidated question and answer log from the sessions will be made available through GETS for all potential Respondents. The RFP Briefing question and answer session will allow attendees to ask general tender and process related questions; questions which are more specific or which could be of immediate interest to all potential Respondents will be directed to be asked via GETS.

3.1.1.2 RFP Briefing Content

The briefing content is expected to include:

1. Overview of the RFP and related documents
2. Overview of the tender and tender process
3. VendorPanel and GETS system familiarisation
4. Overview of high level tender timelines
5. A question and answer session

3.1.1.3 RFP Briefing Registration, Locations and Dates

If you would like to attend one of the RFP briefing sessions please monitor the RFP GETS notice and your email, including the junk mail folder, as briefing details and registration instructions will be released shortly via GETS, and an automatic notification email will be sent by the GETS system.

3.1.2 Questions From Respondents

During the period from the date the RFP is released to the date that questions from Respondents close (5.00 pm 14 August 2020), potential Respondents may ask questions relating to the RFP via the GETS 'Raise Question Here' function. We will endeavour to respond to all questions within two Business Days of receipt and intend to publish, to all subscribed parties, the questions and our answers on GETS. Wording of questions may be edited for reasons such as clarity, brevity, privacy and confidentiality.

Please note the 'deadline for questions from suppliers' (Section 1.2 Our Timeline). We will not accept any questions following that deadline. Ensure that you are familiar with all tender documentation and processes, and seek any questions or clarifications prior to the deadline.

The Ministry intends to publish on GETS a weekly summary of all questions and answers during the question and answer period.

We will aim to preserve confidentiality and privacy during the question and response process, particularly where a potential Respondent asks a question that involves proprietary ideas about matters of importance that are clearly stated to be confidential due to commercial sensitivities or trade secrets, or where the Ministry determines the same. The onus remains with potential Respondents to identify such information. The Ministry

will not release such information to other potential Respondents, but will remove the confidential information from the question text, ensuring the removal does not materially change the meaning of the question, before the question and answer are published publically on GETS. Questions that are commercially sensitive in the whole will be answered directly to the potential Respondent who raised the question.

We do not intend to respond to questions received after the deadline for questions, but we reserve the right to do so.

3.1.3 Communication

All communication by you regarding this procurement and RFP must be through the GETS website 'Raise Question Here' function, or in accordance with Section 1.9 Concerns and Complaints. You must not communicate in relation to this RFP or its subject matter by any other method. If you are currently delivering services to the Ministry, your routine interactions and communications with the Ministry in order to conduct business as usual activities may continue as normal, however you must not discuss this RFP or related content with any Ministry employee or representative.

3.2 Joint Proposals

The Ministry will accept Joint Proposals, subject to Related Party conditions, for both Tender 1 and Tender 2. Joint Proposals may take the following forms:

- Joint Venture – where two or more Respondents associate to work together in delivering Services relevant to a particular tender. The Respondents form a new entity through the Joint Venture
- Consortium / Lead Contractor Arrangement – where two or more Respondents associate to work together in delivering Services relevant to a particular tender. Each Respondent retains their separate legal status. A Consortium / Lead Contractor arrangement is governed by a contractual agreement between Respondents which are a party to the Consortium / Lead Contractor arrangement, however a new entity is not formed
- Sub-contracting Arrangement – where a Respondent arranges for another Supplier(s) to deliver a portion of the Services. Each party retains their separate legal status. This is governed by a contractual agreement between the Respondent and Supplier(s) who are a party to the arrangement, however a new entity is not formed

Joint Proposals must be identified in Appendix A Quality Response Form as such, with the Joint Proposal being evaluated as if it is the Respondent's Proposal.

If you are submitting a Joint Proposal, please include response examples on behalf of your organisation as well as all other organisations comprising the Joint Proposal.

The following conditions apply to any Joint Proposals submitted as part of this RFP:

- A Respondent may only participate in one Proposal only, whether on its own or as part of a Joint Proposal, and not in multiple Proposals
- Any Joint Proposal must:
 - i. be submitted by the Proposal Lead only
 - ii. identify all of the Respondents who are party to the Joint Proposal

- iii. state the nature of the relationship between each of the Respondents for the purpose of the Joint Proposal, and
 - iv. clearly articulate accountabilities of each of the Respondents who are party to the Joint Proposal
- If a Joint Proposal is successful, the Buyer expects to enter into the Contract only with the Proposal Lead, as follows:
 - i. The Proposal Lead will be the party that negotiates and enters into the Contract with the Ministry (if the Proposal is selected), and
 - ii. The Proposal Lead will be legally and contractually responsible for the performance of the other Respondents that are party to the Joint Proposal
- It is the responsibility of the Proposal Lead to collect, from the other Respondents for the Joint Proposal, all required information pertinent to those Respondents, to include this information in the Proposal, and to submit the completed Proposal before the RFP closing time and date

4 Our Requirements

4.1 The Services

4.1.1 Daily Bus Services

Daily Bus Services provided by commercial transport operators are the most common form of assistance, taking students to and from school. Students are picked up at a variety of roadside stops along the Route and delivered to their school, and *vice versa* in the afternoon. A small number of Routes will include a transfer of students to another bus along the journey, but generally each Route will be designed to be run by a single bus. There are 1455 Daily Routes.

4.1.2 Technology Bus Services

Technology Bus Services provide regular access to specialised educational facilities (**Technology Centres**) at other schools for year 7 and 8 students, so they can learn such things as woodwork, sewing, cooking and metalwork. Most often this will include students from rural full primary (year 1-8) schools and from intermediate schools to larger schools. Providing transport to Technology Centres is a more economical approach than building expensive facilities at all schools. Where the students requiring transport exceed bus capacity Contractors can transport students using multiple buses, these buses will run together in convoy (i.e. Contractors are not to run back with a single bus). There are 629 Technology Routes.

4.2 Service Delivery Objective

The Ministry's objective in procuring the Services is to ensure that eligible students are transported to and from school, and between schools. The provision of the Services will:

- be safe
- be reliable and reasonably comfortable
- get students to their destination, on time and 'ready to learn'
- provide confidence to all stakeholders (government, caregivers and schools) that is the Services are fit for purpose
- represent appropriate and sustainable public value through both the quality and cost of the service and the way it is delivered
- be achieved through a fair, open and transparent procurement process and managed through clear contract responsibilities

4.3 Operational Context

4.3.1 Legislation

School Transport Services assistance is provided under Section 139D of the Education Act 1989, which allows the Secretary of Education to assist in the provision of transport to and from school.

All Respondents must at all times comply with all relevant NZ legislation, including but not limited to:

- Accident Compensation Act 2001
- Employment Relations Act 2000
- Children's Act 2014
- Equal Pay Act 1972
- Health and Safety at Work Act 2015
 - also see 'Introduction to the Health and Safety at Work Act 2015', accessible at <https://worksafe.govt.nz/dmsdocument/824-introduction-to-the-health-and-safety-at-work-act-2015-special-guide>

- Holidays Act 2003
- Human Rights Act 1993
- Parental Leave and Employment Protection Act 1987
- Protected Disclosures Act 2000
- The Privacy Act 1993
- Wages Protection Act 1983

4.3.2 Supplier Code of Conduct

All Respondents to this RFP are expected to comply with all provisions contained in the Supplier Code of Conduct, accessible at <https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf>

4.3.3 Useful Links

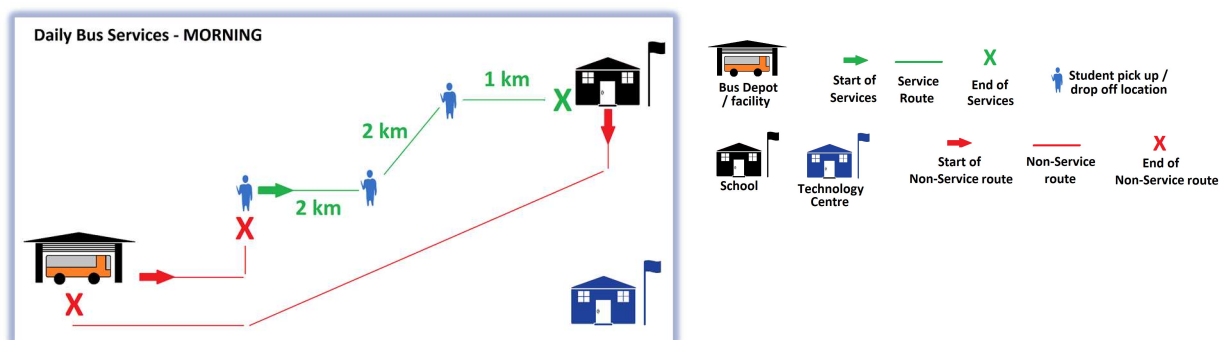
The information linked below may be useful in completing your Proposal:

- 'Government Electronic Tender Service (GETS)' - Information about viewing and responding to New Zealand government tender opportunities, accessible at: <https://www.procurement.govt.nz/suppliers-2/gets/>
- 'Submitting a Tender' - Tips about responding to tenders – what to include in your response, how to present to and negotiate with buyers, debriefs and the complaints process, accessible at: <https://www.procurement.govt.nz/suppliers-2/submitting-a-tender/>
- 'Government Procurement Rules' - The Government Procurement Rules support sustainable and inclusive procurement through the promotion of good practice for procurement planning, approaching the supplier community and contracting, accessible at: <https://www.procurement.govt.nz/procurement/principles-and-rules/government-procurement-rules/>
- 'Ministry of Education School Transport internet page' – General information relating to school transport, accessible at: <https://www.education.govt.nz/school/property-and-transport/transport/designing-or-changing-a-school-bus-Routes/>

4.4 Understanding Routes

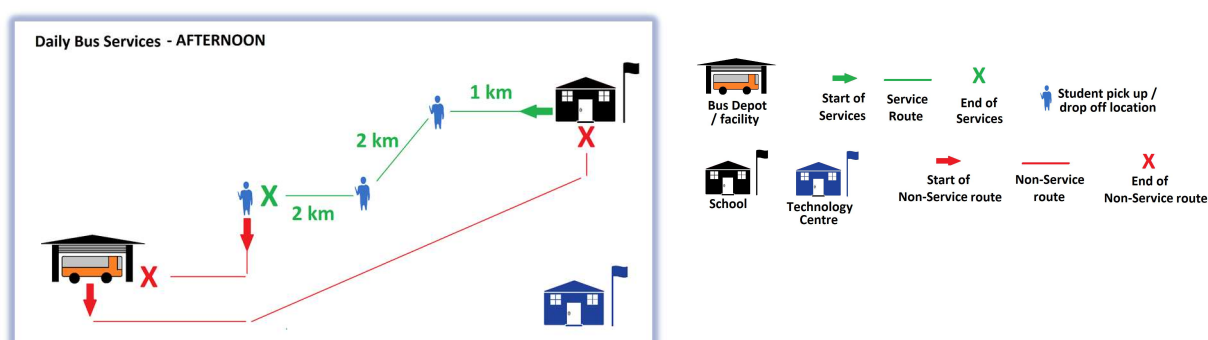
4.4.1 Daily Bus Services – Morning

- Services commence upon the pick-up of the first student along the Route
- Services terminate upon the arrival at the school and disembarkation of all students
- Repositioning the vehicle to the pick-up location of the first student is excluded from the calculation of in Service distance
- Repositioning the vehicle following the arrival at school is excluded from the calculation of in Service distance
- The graphic below illustrates the vehicle departing the bus depot / facility, commencing Services upon the pick-up of the first student, and concluding the Services upon arrival at the school and the disembarkation of the students. The vehicle then may return to the bus depot / facility, or elsewhere, or may be used in the conduct of other business unrelated to the Services. In this example, the in Service distance is **5 km (2 km + 2 km + 1 km)**:



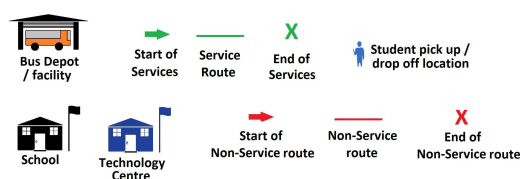
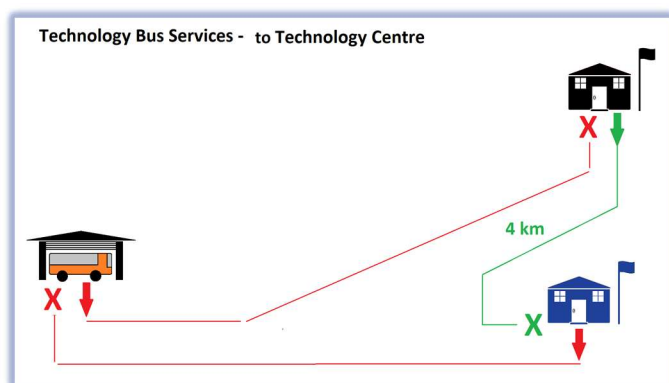
4.4.2 Daily Bus Services – Afternoon

- Services commence upon the pick-up of the students at the school
- Services terminate upon the disembarkation of the last student
- Repositioning the vehicle to the school prior to student pick up is excluded from the calculation of in Service distance
- Repositioning the vehicle following the disembarkation of the last student is excluded from the calculation of in Service distance
- The graphic below illustrates the vehicle departing the bus depot / facility, commencing Services upon the pick-up of the students outside the school, and concluding the Services upon the disembarkation of the last student. The vehicle then may return to the bus depot / facility, or elsewhere, or may be used in the conduct of other business unrelated to the Services. In this example, the in Service distance is **5 km (1 km + 2 km + 2 km)**:



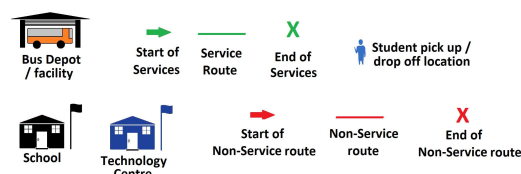
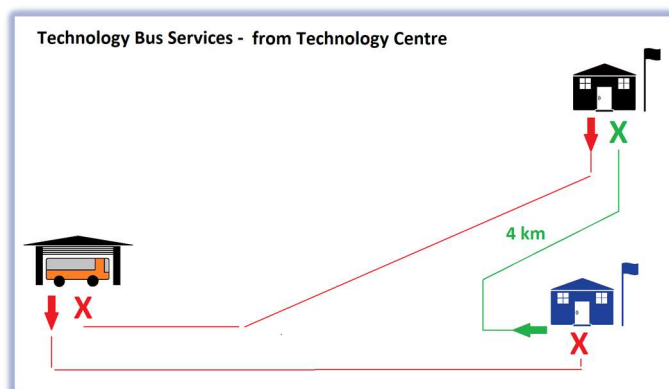
4.4.3 Technology Bus Services – To Technology Centre

- Services commence upon the pick-up of the students at the school
- Services terminate upon the disembarkation of the students at the Technology Centre
- Repositioning the vehicle to the school prior to student pick up is excluded from the calculation of in Service distance
- Repositioning the vehicle following the disembarkation of the last student at the Technology Centre is excluded from the calculation of in Service distance
- 'Wait times' are not a part of the Services
- The graphic below illustrates the vehicle departing the bus depot / facility, commencing Services upon the pick-up of the students at the school, and concluding the Services upon arrival at the Technology Centre and the disembarkation of the students. The vehicle then may return to the bus depot / facility, or elsewhere, or may be used in the conduct of other business, unrelated to the Services. In this example, the in Service distance is **4 km**:



4.4.4 Technology Bus Services – From Technology Centre

- Services commence upon the pick-up of the students at the Technology Centre
- Services terminate upon the disembarkation of the students at the school
- Repositioning the vehicle to the Technology Centre prior to student pick up is excluded from the calculation of in Service distance
- Repositioning the vehicle following the disembarkation of the last student at the school is excluded from the calculation of in Service distance. 'Wait times' are not a part of the Services
- The graphic below illustrates the vehicle departing the bus depot / facility, commencing Services upon the pick-up of the students at the Technology Centre, and concluding the Services upon arrival at the school and the disembarkation of the students. The vehicle then may return to the bus depot / facility, or elsewhere, or may be used in the conduct of other business, unrelated to the Services. In this example, the in Service distance is **4 km**:



4.4.5 Route Optimisation

Daily and Technology Bus Routes are regularly reviewed by the Ministry and adjusted if necessary to ensure that they remain fit for purpose. This includes (but is not limited to):

- An annual review of school roll information, home locations of students, and eligibility to determine the optimal Daily Bus Routes for vehicles to travel to pick-up/drop-off all eligible students
- An annual Technology Bus Routes review based on school technology requirements, including timetable changes and the addition or removal of Technology Centres

If Route changes are required Contractors will be advised of the changes and Contract payments amended using the variable rates included in the pricing model. The Ministry expects that these reviews will result in Route changes being required prior to commencement and during the term of the new Contracts.

4.4.6 Timetables

Schools can contact the Contractor for each Route for the timetable.

General timetable rules are:

- Students are not picked up before 7.00 am
- Students should be set down by 5.00 pm
- Ideally, students shouldn't be on the vehicle longer than 60 minutes during their journey

There may be exceptions due to local circumstances, such as Route length, school starting times, and the number of schools on the Route.

Please see Appendix D Contract, Schedule 2, Paragraphs 153-155 for more detailed information.

4.4.7 Routes, Route Maps, Student Numbers, Kilometres, and Directions

Appendix G Route Maps and Additional Information contains detailed information which outlines the Routes available for tender, as well as:

- Overview of Routes within each Region
- Provisional Route Groups for Tender 2 (this list will be updated and shared with the market following Tender 1 award)
- Individual Route maps
- Individual Route written directions
- List of schools located within each Route
- Kilometres associated with each Route
- Estimated eligible passengers number associated with each Route, divided into Year 1-6 students and year 7-13 students

Note that while every effort has been made to ensure accuracy, Routes are constantly being reviewed and changes may occur. Please provide your pricing based on the Route maps and information as presented in Appendix G Route Maps and Additional Information, not based on your local knowledge of the Route(s).

4.4.8 Eligible Student Passengers

The Daily Bus Route maps record the expected number of eligible student passengers. Where this number is less than or equal to 50 year 7-13 eligible students or 75 year 1-6 eligible students (prorated, proportional to the student year group, where the Routes carry both year 1-6 and year 7-13 students) the Contractor is expected to deliver all students to school in one run (i.e. without runbacks). Where these numbers are exceeded the Ministry will permit runbacks to pick up students in excess of the threshold, but may also consider splitting the Route or allowing standing passengers in accordance with clause 186 of the Contract. Respondents should also note that there are some Routes where eligible student passenger numbers are delivered in multiple legs on the same Route.

The Technology Bus Route maps record the total number of students that require transporting for that Route. Some Technology Routes need to be run at multiple times throughout a week and others require more passengers to be transported at a single time than could be carried seated by a single bus. To assist you in preparing your tender we have provided an excel file (Appendix G Route Maps and Additional Information) splitting out each Technology Bus Route by the different variants and the time/expected passengers for each

variant. Where more passengers need to be transported at the same time than could be carried seated by a single vehicle, Respondents can enter the number of vehicles that they will use to transport the students on each variant in their pricing submission. Where multiple vehicles are required, they must travel together, that is, the same vehicle may not shuttle students.

The eligible student passenger numbers from Daily and Technology Route maps will be used to populate the initial passenger numbers recorded in Schedule 6 of the Contract, unless agreed otherwise between the Ministry and Contractors prior to Contract signing.

4.4.9 Stops

Shortly following Contract award, Contractors will be contacted by the Ministry to discuss particulars of each Route, including the potential location of stops.

Please see Appendix D Contract, Schedule 2, Paragraphs 153-155 for more information.

4.5 Services Specifications

The following is a summary of key Service Specifications that will apply to all Daily Bus and Technology Bus Services. These must be read and interpreted in conjunction with the terms of the Contract.

Please see Appendix D Contract, Schedule 2 for more information.

4.5.1 Vehicle Specifications

Item	Specification
Certificate of Fitness (CoF)	Each vehicle must pass and have either a six-month or 12-month CoF. Vehicles on a shorter CoF regime may not be used to deliver the Services
Colour	Vehicles can be any colour, within the requirements of transport law
Signage	Vehicles may have advertising on them, subject to individual Ministry approval. Guidelines on acceptable advertising will be made available. Company branding is not subject to the approval requirement. All school vehicle signs and other signage must comply with New Zealand legal requirements
Lights	Only lights and signage compliant with transport law are permitted
Emission standards	<p>In an effort to reduce emissions for the school fleet, the Ministry is encouraging Contractors to meet a maximum age limit of less than 23 years and a maximum average age of less than 15 years for Large Passenger Service Vehicles (LPSV) and requiring a maximum vehicle age of less than 15 years for Small Passenger Service Vehicles. The current maximum vehicle age for a LPSV is less than 26 years, and Respondents will be asked to ensure its response falls within one of the following three options, and to identify the option that applies:</p> <ul style="list-style-type: none"> • Option A: The Contractor commits to maintaining a maximum LPSV age of less than 26 years for all vehicles during the term of the Contract (i.e. no change from current state) • Option B: The Contractor commits to maintaining a maximum LPSV age of less than 23 years for all vehicles from 12 months after the commencement date of the Contract

	<ul style="list-style-type: none"> • Option C: The Contractor commits to maintaining a maximum LPSV age of less than 23 years for all vehicles and a maximum average age of 15 years for each Route Group from 12 months after the commencement date of the Contract <p>The option a Respondent selects will be taken into account as part of the quality evaluation</p> <p>The Ministry also requires any vehicle introduced during the term of the Contract must be newer than the vehicle it is replacing</p>
Seating	<p>Vehicles supplied at Contract commencement will provide a seat for every student, based on the expected eligible passenger numbers specified by the Ministry with the RFP for each Route</p> <p>All vehicles used to provide the services must have a minimum of 12 seats (11 passenger seats plus the driver's seat)</p> <p>Standeers will be permitted if actual eligible student passenger numbers are greater than the number released by the Ministry with the RFP provided that passengers on each Vehicle do not exceed each Vehicle's Certificate of Loading</p> <p>For any new Routes introduced Contractors will need to provide seating capacity for the number of expected passengers advised by the Ministry at the point at which they are introduced, after that point standees will be permitted</p> <p>The Contractor may only transport ineligible students if all students (eligible and ineligible) can be seated</p>
Seating configurations	<p>Where bench seats or lightly moulded touching seats are provided, and the Certificate of Loading (CoL) allows additional loading of younger students, (for example, 2/3 seating), this may only be utilised for students in years 1-6 (primary). In any event, where a seating configuration is not a bench seat, or "lightly moulded touching seats" 2/3 type seating may not be used for any aged student, regardless of what may be allowable under the CoL</p>
Seatbelts	<p>Where Contractors choose to fit seatbelts, compliance with legislation is mandatory</p>
First aid kits	<p>A school vehicle is a workplace and this clause simply draws attention to existing requirements under Health and Safety legislation. Worksafe provides guidance on what should be included in a first aid kit, refer to https://worksafe.govt.nz/managing-health-and-safety/businesses/general-requirements-for-workplaces/first-aid/</p>
On-boarding system	<p>Contractors need to be prepared to install and operate a passenger on-boarding system should the Ministry require this feature in future. If required within the term of the Contract, Contractors will not be required to pay for the equipment or for initial installation</p>

4.5.2 Driver Specifications

Item	Specification
Medical fitness to drive	No less frequently than once every 12 month each driver must successfully complete a New Zealand Transport Agency DL9 medical assessment
Drug and alcohol testing	The Contractor will operate and maintain an effective drug and alcohol management plan covering screening of all drivers pre-employment, post-incident, randomly and where there is a reasonable requirement

Requirements associated with Children's Act 2014	Requirements such as police vetting and safety checks.
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4.5.3 Contractor Specifications

Contractor Specification Item	Specification
Joint ventures and sub-contracting	Sub-contracting and joint ventures are acceptable. Please see Section 3.2 for more information
Person in control	It is critical that there is clarity around which entity is providing a Service, and that legal accountabilities are clear. Further, the Ministry expects to be able to readily contact the Person in Control of the Service
Assignment of contracts by Contractors	Selection of Contractors will have a strong focus on quality aspects associated with the proposed Service delivery. Our quality assessment will be directly related to the specifics of each tendering entity. When committing to a long term commercial agreement, the Ministry expects continuity of Service as agreed under the Contract, with the Contractor selected. Decisions on which Proposals are successful may also be made taking into account a healthy market approach and we do not intend to have those decisions subverted by Contract(s) being transferred
Assignment or novation of Contracts by the Ministry	During the term of the Contract a situation could arise that requires the Ministry to assign or novate this Contract to another entity (for example to another government agency or Regional Council(s)). This would change the party that the Contractor is providing Services for, but doesn't change the other obligations in the Contract
Pre-Start Requirements	The Ministry wants to ensure Contractors are ready to provide the Services on the first school day after the commencement date. To achieve this Contractors must report to the Ministry on progress against their implementation plans between Contract signing and the commencement date. This will allow the Ministry to monitor progress, with the Ministry retaining the option to terminate the Contract if a Contractor is at serious risk of not being ready to commence on the commencement date, for example (without limitation) where the Contractor is unable to procure the vehicles required
Monthly reporting	Contractors will be required to provide monthly reports to the Ministry on the performance of the Pre-Start Requirements and the Services. Formal templates and/or systems are yet to be developed for this reporting, but to give Respondents an indication of the reporting requirements we have developed draft monthly reporting templates in Appendix F Monthly Reporting Requirements. The Contract allows for reasonable changes to be made to the reporting required without the need for a Contract variation. The method in which the Ministry obtains and consolidates information for all Routes and successful Respondents will be finalised prior to commencement of services and communicated to successful Respondents accordingly

5 Pricing

5.1 Price Submission

All pricing information must be submitted via Appendix B Price Response Form, and Financial Ratios. Appendix A Quality Response Form must not contain any pricing information.

5.2 Price Evaluation

For evaluation purposes the Ministry will calculate an annualised price for each Proposal. To calculate the annualised prices the Ministry will:

- Use \$ prices as tendered, i.e. without any inflation adjustments
- Use an assumed number of Technology Bus Service trips per Route per year, based on each Route's stated frequency, proposed return trips to transport passengers, and assuming 10 weeks per term
- Use an assumed 192 Daily Bus Service days annually, and
- Apply price adjustments if necessary (at its discretion), for example where a clarification question and response confirms an error in a Respondent's pricing

Note that the annual price used for evaluation is prepared to normalise the price responses for tender evaluation only. It may not reflect the actual payments made to Contractors in any Contract year, which will be based on the metrics of Routes at the time they are operated, number of days in the school year for each Daily Route, number of return trips for each Technology Route, and Global Rate Adjustments.

5.3 Pricing Approach

5.3.1 Pricing Structure

The pricing model under the new Contract is structured as follows.

Pricing component	Daily Route	Technology Route	Example of costs
Route Fixed Price	\$ per Route per annum	\$ per Route per return trip	<ul style="list-style-type: none">• Bus capital costs• Financing costs• Insurance• Depot Costs• Head office staff• Systems, such as payroll• Transition costs
Route Variable Price	\$ per km	\$ per km	<ul style="list-style-type: none">• Fuel, oil and lube• Driver wages.• Road User Charges (RUC)• Repairs and maintenance

Routes awarded through Tender 1 to a single Contractor will be treated as a Route Group for Contract management purposes but pricing will be on an individual Route basis.

5.3.2 Pricing Route Changes

It is anticipated that changes to Routes may be required during the Contract term. This could be in the form of a change in the number of kilometres on a Route (for example in response to students starting/leaving

schools) or through adding or removing an entire Route. In providing the pricing information, Respondents should note that Route changes will be accounted for as follows:

Addition or removal of Routes to/from a Route Group

If a Route is added to a Route Group the pricing will be adjusted using the Route Fixed Price and Route Variable Price. The approach varies based on the tender round through which the existing Route(s) are awarded.

Tender 1 Contractors are to provide a Route Fixed Price and Route Variable Price for the new Route if it is added to their Route Group. The Ministry may accept or decline the prices and shall not be obligated to award the Route to the Contractor.

If a Route is removed then the Route Fixed Price and Route Variable Price will no longer be payable for that Route.

Changes to Route kilometres

If kilometres are added or removed from an existing Route the pricing will be adjusted using the Route Variable Price for that route.

Significant Route changes

If the aggregate amount payable for a Route Group decreases by more than 25% the Contractor may terminate the Contract for that Route Group.

If the aggregate amount payable for a Route Group increases by more than 25% the Ministry may terminate the Contract for that Route Group.

5.3.3 Changing Student Demand on Routes

In School Transport, it is unusual for there to be an unexpected sudden significant increase in demand. On the occasions where demand does increase on a Route, we want Contractors to be able to respond promptly.

Our Contract and pricing structure encourages Contractors to respond quickly to changes in demand by making the best use of their fleet across all Routes they service. Therefore, Contractors need to build spare capacity into their fleet. To incentivise this approach the Ministry will apply the thresholds described below:

- Price adjustments will be considered where the number of eligible student passengers for a Route increases by more than 10% above the passenger numbers issued with this RFP for a Route and the increase results in cost increases to the Contractor that aren't recovered through the pricing mechanism
- Changes to Routes due to passenger demand will be considered where eligible student passengers on a Route exceed 75 year 1-6 students or 50 year 7-13 (prorated where necessary)¹ on a regular basis. At its discretion, the Ministry may use a lower number where it agrees that a smaller vehicle should be used due to safety reasons

¹ In accordance with the seating configurations allowed by clause 164 of the Contract 75 year 1-6 students can be accommodated by the same number of seats as 50 year 7-13 students if configured appropriately and allowed for by a vehicle's Certificate of Loading. Prorating will take the percentage of year 1-6 eligible students multiplied by the number of year 1-6 eligible students plus the percentage of year 7-13 eligible students multiplied by the number of year 7-13 eligible students.

Until the thresholds above are reached the Ministry expects Contractors to manage fluctuations in demand through optimal fleet utilisation. In Tender 2 this approach to operational flexibility will be strengthened through the use of Route Group pricing and ability to manage fleet across a larger number of Routes.

5.3.4 Indexation

The New Zealand Transport Agency (**NZTA**) diesel bus index² will be used to adjust pricing for all price elements, applied in the same way as current practice. The use of the NZTA diesel bus index to account for cost changes is consistent across the bus transport industry.

Pricing must be in tender close date dollars and this will be indexed to the commencement of the Contract.

Respondents should be aware that the NZTA is currently reviewing the diesel bus index cost component indices and weightings; this review could result in some changes to the composition of the index. Respondents should expect that the Ministry will apply the index as published by the NZTA.

² Please see <https://www.nzta.govt.nz/assets/resources/procurement-manual/docs/cost-indices-for-public-transport.pdf> for more information

6 Proposal Information

6.1 Proposal Returnables

This sub section outlines the documentation and submission requirements of this RFP. To ensure you submit a compliant Proposal, please pay careful attention to these requirements. More detailed information and a helpful checklist have been provided as Appendix H Respondent's Checklists and Process Flowcharts.

Respondents must submit all requested returnables, and they must be in compliance with requirements stated in Appendix H. The Ministry reserves the right to exclude a Proposal from further consideration if one or more of the requested returnables are not submitted, or are not in compliance with requirements stated in Appendix H.

Respondents must submit the following material as part of their tender submissions:

Returnable	Submission requirement	Submit into this VendorPanel folder:
Appendix A – Quality Response Form	Submit one Form, however complete a separate Section 3 response for each Respondent if you are submitting a Joint Proposal	Appendix A Quality Response Form
Appendix B – Price Response Form, and Financial Ratios	Submit one Form but include a separate tab for each Route tendered for	Appendix B Price Response Form, and Financial Ratios
Appendix C – Due Diligence	Submit one document, if your Proposal is a Joint Proposal then submit one document completed by each organisation which is part of the Joint Proposal (include the Investment Plan only in your submission)	Appendix C Due Diligence, and Additional Material
Fleet Renewal Plan	Submit one Plan / Policy / Document	Appendix A Quality Response Form
Implementation Plan (for both incumbent and new Suppliers)	Submit one Plan / Policy / Document	
Business Continuity / Disaster Recovery / Critical Incident Plan / Policy / Document	Submit one Plan / Policy / Document	Appendix C Due Diligence, and Additional Material
Health and Safety Plan / Policy / Document	Submit one Plan / Policy / Document	
Drug and Alcohol Plan / Policy / Document	Submit one Plan / Policy / Document	
Child Protection Plan / Policy / Document	Submit one Plan / Policy / Document	

All response forms, attachments, plans, policies, documents and other required submissions must be uploaded in a format as specified in Appendix H Respondent's Checklists and Process Flowcharts. This includes using the specified file naming convention and file format, adhering to maximum length of each question response, and others.

Answers to the RFP questions must comply with the following Mandatory Requirements:

- You must use the response forms that are provided
- You must use Calibri font, size 11
- The specified page limit of each question response must be adhered to. The Ministry reserves the right to not consider any text which extends beyond the specified page limit for that particular question

- You must not attach any additional documents in support of your response. Any documents attached to your Proposal, other than those which are requested by the Ministry, will not be considered
- You must not change any of the settings within the response forms, such as margins, font, font size, line spacing, and others

The Ministry reserves the right to accept or refuse any of the above mentioned forms, declarations, attachments, plans, policies, documents and other required submissions if they are submitted in a format which differs from the format specified above and detailed in Appendix H Respondent's Checklists and Process Flowcharts.

6.2 Submitting a Proposal

Your Proposal including all response forms, attachments, plans, policies, documents and other required submissions which must be uploaded through VendorPanel, as outlined in Section 1.5 Address for submitting your Proposal. You will be required to electronically upload your complete Proposal.

Proposals or any forms, attachments, plans, policies, documents and other required submissions submitted to the Ministry through any other channels, such as GETS, email, fax, storage device, physical mail, or any other will not be accepted.

VendorPanel can be accessed through a link posted on the RFP GETS notice and in Section 1.5 of this RFP.

VendorPanel support staff are available via telephone or email between 10:30 am and 7:00 pm NZ Standard Time on each business day up until the RFP closing date, as follows:

Phone: (+61) 3 9095 6181 **Form:** <https://www.vendorpanel.nz/ContactUs.aspx>

VendorPanel also makes available a number of video user guides. The Ministry cannot assist in VendorPanel technical support and will require all such enquiries to be redirected to VendorPanel.

The Ministry reserves the right to accept or refuse any of the above mentioned forms, attachments, plans, documents and other requirements that are submitted through a channel which differs from the channel specified. The submission process is as follows:

1. Log onto GETS and 'subscribe' to the School Bus Tender RFP notice
2. Download all tender collateral
3. Prepare your Proposal
4. Register on the VendorPanel system by following the link contained in the GETS notice and the RFP document
5. Submit your Proposal through the VendorPanel system

The Proposals will not be accessible to any party until the Deadline for Proposals lapses. Respondents are encouraged to submit their Proposals well before the Deadline for Proposals to ensure that the submission is made on time. The risk of technical, bandwidth, and other unforeseen issues must be considered by Respondents when planning the submission of their Proposal.

6.3 Probity

An external probity auditor has been appointed by the Ministry to oversee this procurement process and to verify that the procedures set out in this RFP are complied with. The external probity auditor is an employee of Audit New Zealand, is not a member of the quality or price evaluation teams, and is completely independent of the procurement process and the Ministry.

The external probity auditor provides real-time independent assurance and advice to the Ministry on the probity of this procurement process and on the management of probity and conflicts of interest. They will audit this RFP process and provide a probity report to the Ministry on completion of the evaluation process. They will also receive any concerns or complaints that are received in response to this project following tender release. Please see Section 1.9 for additional information concerning the submissions of concerns or complaints.

7 Tender 1 Evaluation Overview

7.1 Evaluation Model

The evaluation model that will be used is based on the Price Quality Method (**PQM**). An explanation of the PQM is publically available on NZTA Procurement Manual³. Essentially, the PQM converts the difference in quality scores between Respondents into a notional dollar amount, which is then deducted from the total price to enable comparison of tenders in dollar terms. Note the Ministry has made a number of adjustments to PQM to apply it for this tender.

7.2 Price and Quality Weightings

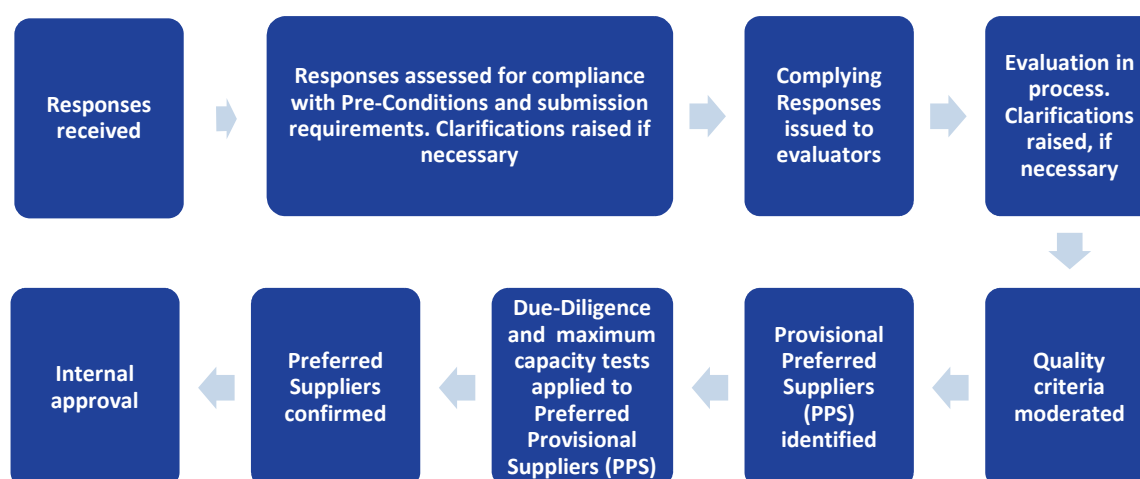
The price weighting for this procurement is 60% and the quality weighting is 40%.

7.3 Tender Evaluation Teams

Quality and price evaluation will be conducted by separate evaluation teams. Evaluation teams will be composed of both Ministry and external personnel.

7.4 Evaluation Process

The Ministry's evaluation process is:



7.5 Pre-Conditions

Each Proposal must meet all of the following Pre-Conditions to be considered for further evaluation (additional guidance is provided in Appendix A Quality Response Form):

Pre-Condition	Details
Licences	The purpose is to award a PASS mark to Respondents who carry, or indicate they will carry before a set date, all the appropriate licences as defined by the NZTA for the types of vehicles they are proposing to deploy A 'YES' must be indicated, and a copy of the relevant licences must be submitted if your organisation currently holds the required licences

³ Please see <https://www.nzta.govt.nz/resources/procurement-manual/>

Health and Safety	<p>The purpose is to award a PASS mark to Respondents who have effective practices, policies and plans in place to assure health and safety in the workplace</p> <p>A 'YES' must be indicated, and a Health and Safety Plan / Policy / Document must be submitted, and be of a benchmark quality to receive a PASS mark. Appendix A Quality Response Form contains information to help you ensure that all required content is included in your submission</p>
Drug and Alcohol	<p>The purpose is to award a PASS mark to Respondents who have effective practices, policies and plans in place to monitor for drug and alcohol issues with employees</p> <p>A 'YES' must be indicated, and a Drug and Alcohol Plan / Policy / Document must be submitted, and be of a benchmark quality to receive a PASS mark. Appendix A Quality Response Form contains information to help you ensure that all required content is included in your submission</p>
Child Protection	<p>The purpose is to award a PASS mark to Respondents who have effective practices, policies, and plans in place to ensure the safety of children and effective systems for identifying and reporting abuse and neglect</p> <p>A 'YES' must be indicated, and a Child Protection Plan / Policy / Document must be submitted, and be of a benchmark quality to receive a PASS mark. Appendix A Quality Response Form contains information to help you ensure that all required content is included in your submission</p>
Safety and Police Checks	<p>The purpose is to award a PASS mark to Respondents who indicate that all employees who will be in the presence of children will undergo regular safety checks, and those not verified through the checks are prohibited from being in presence of children</p> <p>A 'YES' must be indicated</p>
Business Continuity, Disaster Recovery, Critical Incident (BC / DR / CI)	<p>The purpose is to award a PASS mark to Respondents who have effective practices, policies, and plans in place to anticipate, mitigate and recover from events that may threaten the effectiveness and efficiency of service delivery</p> <p>A 'YES' must be indicated, and a BC and DR and CI Plans / Policies / Documents must be submitted, and be of a benchmark quality to receive a PASS mark. Appendix A Quality Response Form contains information to help you ensure that all required content is included in your submission</p>
Insurances	<p>The purpose is to award a PASS mark to Respondents who indicate they carry, or indicate they will carry before a set date, the required insurances</p> <p>A 'YES' must be indicated, and all relevant certificates must be submitted if your organisation currently holds the required insurances</p>

You must be able to answer 'YES' to each of the Pre-Conditions and provide all requested evidence such as plans, policies and documents (for example, the Health and Safety Plan / Policy / Document). If you cannot answer 'YES' to all Pre-Conditions and/or cannot provide all requested Plans, Policies or Documents, your Proposal will not meet the basic Requirements and your Proposal will be excluded from further evaluation or selection.

7.6 Quality Evaluation

Proposals which meet all Pre-Conditions will be evaluated on their merits. Quality will be evaluated once per Respondent, while Price will be evaluated individually per each Route. Quality will be evaluated according to the following quality scoring and weightings:

7.6.1 Quality Scoring

The following scoring scale will be used in evaluating Proposals. Scores by individual evaluation team members will be moderated to deliver a consensus score.

Quality score (out of 100)	Requirements
90, 95 or 100	Demonstrated exceptional compliance or ability to convey exceptional provision of the requirement
75, 80 or 85	Requirements are fully covered in all material aspects
60, 65 or 70	Requirements are adequately covered
50 or 55	Adequate, with some deficiencies that are not likely to have any adverse effect
40 or 45	Barely adequate and would need considerable improvement in this attribute, if selected
35 or less	Total non-compliance or inability to convey provision of the requirement

If any quality criterion receives a score of **35/100** or less the Proposal will be excluded from further consideration.

If a quality sub-criterion receives a score of **35/100** or less the Proposal may be excluded from further consideration.

7.6.2 Quality Weightings

Once quality criteria and sub-criteria have been evaluated a composite quality score for each tender will be generated using the weightings provided in the table below.

Quality criteria	Quality sub-criteria	Sub-criteria weighting	Criteria weighting
Organisational Capability	Track Record ⁴	10%	25%
	Driver Management, Training, Monitoring and Wage Commitment	10%	
	Key Personnel, Resourcing and Retention	5%	
Fleet and Depot Management	Maintenance	10%	25%
	Management and Fleet Renewal	10%	
	Sustainability	5%	
Implementation	Implementation Plan	25%	25%
Health and Safety	Driver Wellbeing Initiatives	5%	20%
	Driver Fitness Monitoring	5%	
	Additional Training and Certification	5%	
	Compliance	5%	
Vehicle Age	Proposed Vehicle Age	5%	5%

⁴ When evaluating track record the Ministry may take into account historical performance when delivering the Ministry's Daily Bus and Tech Bus services and/or referees from other operations of the Respondent

Total	100% (of 40%)
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7.6.3 Respondents' Capacity

Respondents will be encouraged to tender for all Routes they are interested in. However, Respondents may not have sufficient capacity to deliver services across all of the Routes they have tendered for, should they be provisionally successful in all (or a large majority) of them.

Therefore, Respondents need to provide a "maximum capacity" as part of their tenders, which will be expressed as a number of Daily Routes for Tender 1, and must be included in both Appendix A Quality response Form and Appendix B Price Response Form, and Financial Ratios.

Where a Respondent is the Provisional Preferred Supplier (**PPS**) for a number of Daily Bus Routes that exceeds their maximum capacity, the Ministry will determine for which tenders the Respondent remains PPS so that their maximum capacity is not exceeded. This will take into account:

- The number of Routes the Respondent was PPS for
- The loss of value in terms of the quality adjusted price (**QAP**)

These decisions will be at the Ministry's discretion.

7.6.4 Evaluation Process and Due Diligence

Due diligence may be undertaken on one or more Proposal/Respondent at any time before, during or after evaluation and the results may be taken into account in the evaluation/selection process. A Proposal may be excluded from further evaluation or selection if, the Ministry determines that entering into a Contract with a Respondent represents a significant risk to the Ministry. Due diligence may include:

- Undertaking a Police check for any named personnel
- Reference checking the Respondent organisation and named personnel
- Completing relevant health and safety checks including, but not limited to, assessing the robustness of the Respondent's health and safety documentation and processes against industry standards.
- Financial due diligence
- Other checks against the Respondent e.g. Companies Office
- Interviewing Respondents
- Check to verify the 'Related Party' definition described in Section 2.4.3
- Reviewing Respondent's:
 - business practices and other probity issues
 - disputes with the Ministry and/or other parties
 - ownership structure
 - director status
 - conduct in relation to the Supplier Code of Conduct
- Arranging site-visits
- Requesting further financial or management information
- Requesting Respondents make a presentation
- Any other action required to satisfactorily complete due diligence

7.7 Clarifications

The evaluation team may contact each Respondent and seek further clarifications. Clarification questions will be sent from the tender mailbox by email (bus.tender@education.govt.nz) to the nominated contact person as indicated in Appendix A Quality Response Form. If the clarification question is complex, a follow up phone call may also be arranged. Respondents will be asked to acknowledge receipt. Where no response is received within three business days, a follow up message will be sent.

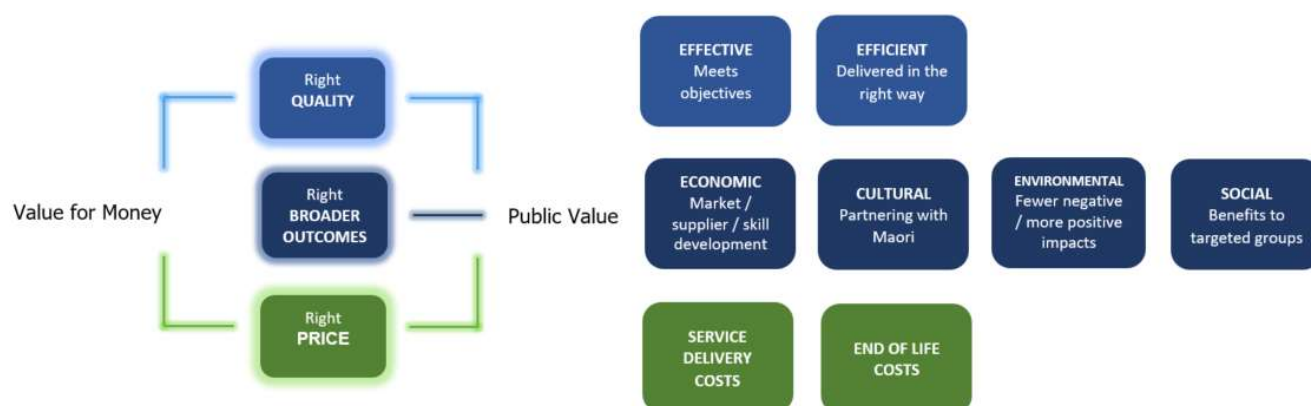
Where an answer is received but the evaluation team concludes the answer does not satisfactorily respond to the enquiry, the team may ask further clarification questions, or may exclude the Proposal from further consideration.

If a response to the clarification questions is not received after the follow-up message has been sent, the Ministry may exclude the Proposal from further consideration.

8 Tender 1 Evaluation Mechanics

8.1 Public Value

The Ministry will offer Routes based on best Public Value. Public Value means the consideration of quality, broader outcomes and price. While the term 'value for money' considered benefits associated with quality and price, Public Value now considers benefits of quality, broader outcomes and price. This is illustrated below, including some examples of what can constitute Public Value:



Broader outcomes will not be applied arbitrarily; the achievement of broader outcomes will be systematically incorporated into the evaluation of the tenders. In effect, broader outcomes and quality components are treated in a very similar manner. Broader outcomes will be ensured by:

Evaluated component:

- The inclusion of broader outcomes in the evaluation criteria; for example questions relating to driver wellbeing, vehicle age, and environmental considerations

Non-evaluated component:

- The inclusion of broader outcomes in the Pre-Conditions
- The inclusion of broader outcomes in the Contract, for example maximum vehicle age requirements
- Simple, intuitive response forms which do not consume excessive time and resource to complete
- A two stage tender design that will increase access to government procurement contracts for New Zealand businesses, including small regional Suppliers
- The PQM methodology, which takes into consideration both the written and price RFP response. It takes into account quality, broader outcomes and price, and considers Public Value as a whole, rather than favouring a single attribute (quality, broader outcomes or price)



The weighting associated with this procurement assigns 40% of consideration to quality and broader outcomes, and 60% to price. The PQM methodology takes into account quality, broader outcomes and price, and considers Public Value as a whole, rather than favouring a single attribute (quality, broader outcomes or price). This means that a higher price premium may be paid for Proposals representing a higher Public Value. This is further elaborated later in this RFP.

8.2 Evaluation Approach

The Public Value for each tender will be calculated by:

- Using the PQM approach to calculate the quality adjusted price by comparing the tender received against the Internal Cost Estimate and quality benchmark for the Route tendered, and
- Dividing the quality adjusted price by the Internal Cost Estimate = the Public Value score used for ranking tenders in a Region

8.3 Dependent Proposal

Respondents to Tender 1 can submit a Proposal for Daily Route(s), Technology Route(s) or a mixture of both. Where a Respondent submits a Proposal for both Daily and Technology Routes, they may make a Technology Route acceptance dependent on being offered an associated Daily Route (**Dependent Proposal**). The Respondents may not submit a Proposal for a Daily Route dependent on being offered an associated Technology Route however.

Where a Respondent indicates that a Proposal for a Technology Route is dependent upon winning an associated Daily Route, and that Technology Route and corresponding Daily Route are within the ranking of Routes available for award, then the ranking of all combinations of the dependent Technology Route and corresponding Daily Route will take preference over the ranking of individual Daily Routes.

A Technology Route cannot be offered if it is dependent on the award of a Daily Route and the operator has not been offered the dependent corresponding Daily Route. For dependent Technology Routes the award of Daily Routes will take precedence.

8.4 Ability to Award Additional Routes

Additional Routes exceeding the regional limit may be awarded in exceptional circumstances where the Ministry determines (at its discretion) that to do so will improve Public Value.

9 Contract

9.1 Contracts

Separate Contracts will be awarded for each Contractor. Contract terms and conditions will be identical, but Contractor or Route specific information (e.g. pricing for a Route) will be recorded in schedules to the Contract. The Services must be operated in accordance with the contract provided in Appendix D Contract. Respondents should familiarise themselves with this contract prior to tendering.

The Ministry has developed the Contract to be equally applicable to Routes being procured. To achieve this all Routes awarded through Tender 1 to a single Respondent will be treated as a single Route Group for Contract management purposes. Respondents should take this into account when submitting a tender as it will have implications as to how Contracts are managed for Routes awarded through Tender 1. For example only one monthly report is required for all Routes awarded to a single Contractor through tender 1, and the ability for Contractors to request price reviews for increases in patronage will be linked to clauses 186 to 189.

Also see Section 3.2 Joint Proposals for additional information.

9.2 Tags

To standardise Contracts for management purposes the Ministry will not accept any Contract related Tags, and Respondents must prepare their Proposals on this basis.

The Ministry has released the draft contract via GETS and received feedback prior to the release of this RFP.

9.3 Contract for Services

The Commencement Date included in the Contract is 1 January 2022. The anticipated Contract term is summarised below:

Description	Years
Commencement Date	1 January 2022
Initial term of the Contract	Six years
Options to extend the Contract	Two further rights to renew of 3 years each
Maximum term of the Contract	12 years

9.4 Contract

The Contract that we intend to use for the purchase and delivery of the Requirements, as included as Appendix D Contract, has been updated based on market and other feedback subsequent to the May GETS School Bus Procurement – Notice of Information.

10 Tender 2 Process and Additional Information

This section outlines the differences between Tender 1 and Tender 2, and further elaborates on the Tender 2 process. If you are only intending to participate in Tender 1 you can ignore this section. The information pertaining to Tender 2 is for noting only and is subject to change.

10.1 Tender 1 Steps in Procurement Process

- Tender 1 RFP published on GETS along with Provisional Route Groups (relevant to Tender 2), maps and details for each Route
- Following a review of available Routes, Suppliers decide whether to participate in Tender 1 or Tender 2
- Tender 1 Respondents decide in which one of their eligible Regions they will bid (see section 2.4.2 for regional eligibility criteria)
- Tender 1 Respondents bid for as many Routes as they wish within their chosen Region (Respondents must indicate the maximum number of Daily Routes they have the capacity to serve in their Proposal and whether a Technology Route offer depends on being offered a related Daily Route)
- Ministry evaluators assess all Proposals for compliance and rank all compliant Proposals within a Region based on Public Value
- Evaluators check that preferred Proposals fit within the Respondent's maximum capacity and Technology Route dependency and adjust ranking accordingly
- Contract award offers are made to preferred Respondents. Respondents may be preferred for one or more individual Routes within a Region, and must accept or decline all Routes offered. The Ministry may then offer to the next preferred Proposal(s) until the Regional limit is reached

10.2 Tender 2 Steps in Procurement Process

- Route Groups will be revised and reconfigured in number, size and content for Tender 2 where necessary
- Tender 2 RFP published on GETS along with finalised Route Groups, maps, and various details for each Route
- Tender 2 Respondents bid for as many Route Groups as they wish in any Region(s) they choose (Respondents must indicate the maximum number of Daily Routes they have the capacity to serve in their Proposal)
- Respondents price separately for each Route Group
- Ministry evaluators assess all Proposals for compliance and rank all compliant Proposals based on Public Value
- Evaluators check that preferred Proposals fit within the Respondent's maximum capacity and market concentration values, and adjust ranking accordingly
- Contract Award offers are made and Contracts signed
- Services commence under new Contracts from January 2022

10.3 Tender 1 and Tender 2 Key Differences Summary Table

	TENDER 1	TENDER 2 (provisional information)
Sequence	First stage of the two tender approach.	Second stage of the two tender approach.
Eligibility	All Suppliers	All Suppliers who have not been awarded any Routes via Tender 1

Scope	10% or 10 (whichever is higher) of Daily Routes and 10% of Technology Routes, within each Region	All Routes not awarded via Tender 1
Structure	Respondents may bid for individual Route(s). Respondents may bid for as many Routes, within a single Region, as they wish, however they must indicate the maximum number of Routes they can service	Respondents can bid for Route Groups, which are bundles of Daily and Technology Routes. Respondents may bid for as many Route Groups, within a single Region or multiple Regions, as they wish, however they must indicate the maximum number of Route Groups they can service
Restrictions	Respondents are restricted to bidding for Routes within a single Region only	Market share restrictions will limit the number of Route Groups a Respondent may be offered within each Region and nationwide
Evaluation Methodology	Price Quality Method, based on the best Public Value score	
Public Value score definition	Quality adjusted price discount as compared to the Internal Cost Estimate per each Route	Quality adjusted price
Pricing Components	Route Fixed Price Route Variable Price	Route Fixed Price Route Variable Price Group Fixed Price
	The Group Fixed Price is not required as it is not relevant to tenders for individual Routes. Routes awarded through Tender 1 to a single Contractor will be treated as a Route Group for Contract management purposes but pricing will be on an individual Route basis	The Route Fixed Price and Route Variable Price components will be an average rate for each Route Group, and will be applied to all Routes delivered in a Route Group regardless of differences (e.g. in vehicle size required or distance)

10.4 Tender 2: Preserving Competition

The Ministry will seek to ensure that competition is preserved through this procurement. To avoid excessive market concentration, the Ministry will apply tests at a Regional level as well as national level. These tests will apply to Tender 2 only and will seek to ensure that:

- no single Respondent is awarded all of the Daily Routes within a single Region
- no single Respondent dominates the market nationwide, and
- no small group of large Respondents dominates the market nationwide

The tests will be carried out and enforced where appropriate to ensure competition is preserved for Daily Routes awarded as a result of Tender 2 only. This is because Daily Routes account for 96% of bus services by value, while Technology Routes only account for 4% and so are not considered important for determining ongoing competition.

Market concentration tests will be applied in Tender 2, on a regional and national level. The Tender 2 Regional test will seek to ensure that no Respondent is awarded more than 75% of the market share in any Region. The national test will seek to ensure that no Respondent or small group of Respondents dominates the market nationwide, using a measure called the Herfindahl-Hirschman Index (**HHI**). More information will be provided as part of Tender 2.

11 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.
- 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 found in Section 12.
- If you have any questions about the RFP-Terms please email our Point of Contact.

Standard RFP process

Preparing and submitting a proposal

11.1 Preparing a Proposal

- a. Respondents are to use the Response Forms 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 11.
- 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.

11.2 Offer Validity Period

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

11.3 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.

11.4 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

11.5 Evaluation panels

- a. The Buyer will convene evaluation panels 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.

11.6 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.

11.7 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.

11.8 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 11.6 and 11.7.
- 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 Contract
 - ii. except where the price is the only criterion, the best public value 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 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.

11.9 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 9 Contract.

11.10 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 initial debrief will contain general remarks, and be followed by a more detailed debrief following the award of Tender 2 contracts.
- c. 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.

11.11 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.

11.12 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

11.13 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.

11.14 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.

11.15 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 11.13.a. and d. and 11.15.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.

11.16 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.

11.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 11.17.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 11.17.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.

11.18 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 11.17.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.

11.19 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.

11.20 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.

11.21 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 7 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 11.13 to 11.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 11.21.a. is subject only to the Buyer's reserved rights in paragraph 11.23.
- c. Except for the legal obligations set out in paragraph 11.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

11.22 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.

11.23 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 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.

11.24 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.

11.25 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.

11.26 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 11 (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.

12 Definitions:

Adjacent Region	A Region bordering a Supplier's Head Office Region
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. The terms "Buyer" and "Ministry" are used interchangeably in this RFP document.
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.
Compliant Proposal	A Proposal which complies with all Pre-Conditions and Mandatory Requirements.
Confidential Information	Information that: <ul style="list-style-type: none"> • is by its nature confidential • is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' • is provided by the Buyer, a Respondent, or a third party in confidence • 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: <ul style="list-style-type: none"> • actual: where the conflict currently exists • potential: where the conflict is about to happen or could happen, or • perceived: where other people may reasonably think that a person is compromised.
Consortium / Lead Contractor Arrangement	A Joint Proposal where two or more Respondents associate to work together in delivering Services relevant to a particular tender. Each Respondent retains their separate legal status. A Consortium / Lead Contractor arrangement is governed by a contractual agreement between Respondents which are a party to the Consortium / Lead Contractor arrangement, however a new entity is not formed.
Consortium Member	Each member of a Consortium.
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.
Contractor	A Respondent who has been successfully awarded a contract for Services and has commenced to operate the services.
Daily Bus Services (or Daily Routes)	The Daily Bus service is the most common form of transport assistance provided by the Ministry. Bus Routes are contracted to Contractors, which take students to and from school. Students are picked up at a variety of roadside stops along the Route and delivered to their school, and vice versa in the afternoon. Some services will include a change in bus along the journey. Daily Bus services (along with Technology Bus services) make up the scope for this procurement.

Daily Routes	See 'Daily Bus Services'.
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.
Dependent Proposal	Respondents to Tender 1 can submit a Proposal for Daily Bus Routes, Technology Bus Routes or a mixture of both. Where a Respondent submits a Proposal for both Daily and Technology Routes, they may make a Technology Route dependent on being offered an associated Daily Route.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 7 and 8, and in Section 11 (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.
Head Office	A place where the Chief Executive, owner, parent company, or the governing body or individual(s) usually transact business and manage operational activities in respect of the School Transport Services. It is usually the administrative, decision-making and policy-making centre of an organisation, or its parent. The Ministry reserves the right to approve or disapprove the Respondent's designated Head Office location if it does not, in the Ministry's opinion, represent an accurate designation. A Respondent can only nominate one Head Office location and one Region to tender in.
Head Office Region	A Region in which a Supplier's Head Office is located.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Internal Cost Estimate	A value defined by the Ministry used in the calculation of the Public Value score.
Joint Proposal	The Ministry will accept joint Proposals. Joint Proposals may take the following forms: <ul style="list-style-type: none"> • Joint venture • Consortium / Lead Contractor Arrangement • Sub-contracting Arrangement
Joint Venture	A Joint Proposal where two or more Respondents associate to work together in delivering Services relevant to a particular tender. The Respondents form a new entity through the Joint Venture.
Mandatory Requirements	Requirements which must be met by the Respondent at the time of Proposal submission.
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.
Pre-Conditions	Requirements which must be met by the Respondent at the time of Proposal submission.
Pre-Start Requirements	Requirements which are mandated to be met by successful Respondents in the time between the signing of the Contract and commencement of the Services.
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 Forms, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposal Lead	In the case of a Joint Proposal, the party that will take responsibility for submitting the Proposal, and if the Proposal is successful, entering the Contract with the Ministry.

Public Value	A measure of the relative costs and benefits of an outcome, given the desired outcomes that are being sought.
Provisional Route Groups	A grouping of Routes (Daily Bus and Technology Bus) developed by the Ministry for Tender 2. Provisional Route Groups have been released as part of Tender 1 Appendix G (G1-G14). The number, size and content of the Provisional Route Groups may materially change and will be confirmed prior to the release of Tender 2.
Related Party	<p>A Respondent (A) is related to another Respondent (B) if, in the Ministry's view:</p> <ul style="list-style-type: none"> • A is 20% (or more) directly, indirectly or beneficially, owned or controlled by B, individually or in aggregate; or • A acts jointly or in concert with B, or is subject to B's direction, control, or influence, in relation to Tender 1 or Tender 2 or any other related matter; or • A participates in Tender 1 or the Tender 2 or any other related matter as a consequence of any arrangement or understanding with B; or • there is another company to which A and B are both related. <p>If A is related to B, B is also related to A.</p> <p>For the purposes of interpreting this definition:</p> <ul style="list-style-type: none"> • it does not matter whether the ownership, control, entitlement, direction, power, influence, arrangement, or other relationship between A and B is direct or indirect, general or specific, and/or legally enforceable or not; • reference to any Respondent, party, person or entity includes: <ul style="list-style-type: none"> ○ an individual, partnership, firm, company, body corporate, corporation, association, trust, estate, or any other entity, in each case whether incorporated or not and whether or not having a separate legal personality; and ○ an officer, employee, shareholder, executor, administrator and other representative of the relevant Respondent, Respondent, party, person or entity; and • a reference to "control" includes where one or more persons, directly or indirectly, whether by the legal or beneficial ownership of shares, securities or other equity, the possession of voting power, by contract, trust, or otherwise: <ul style="list-style-type: none"> ○ has, or may have, the power to appoint or remove the majority of the members of the governing body of the person concerned; ○ controls or has the power, or may have the power, to control the affairs or policies of the person concerned; or ○ is in a position to derive 20% (or more) of the benefit of the existence or activities of the person concerned.
Region	A defined geographical area referenced in the allocation of Routes in Tender 1 and Route Groups in Tender 2.
Registration of Interest	A formal request by a Buyer asking 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.
Requirements	The goods and/or services described in Section 4 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.

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.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 11.
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 11. 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.
Route	An established travel segment along which students are picked up, transported, and dropped off in the provision of School Transport Services in scope of this procurement. Routes are defined in Appendix G Route Maps and Additional Information.
Route Group	Tender 1: Routes awarded through Tender 1 to a single Contractor will be treated as a Route Group for Contract management purposes but pricing will be on an individual Route basis. Tender 2: A grouping of Routes (Daily Bus and Technology Bus) developed by the Ministry for Tender 2. There are 88 Route Groups that have provisionally been designed by the Ministry and will be finalised once Tender 1 evaluation and award is complete. The number, size and content of the Route Groups will be confirmed prior to the release of Tender 2.
School Transport Services	School Transport Services include the following: <ul style="list-style-type: none"> • Daily Bus Services: Contracts Contractors to convey students between schools and designated bus stops within an established proximity of students' homes, • Technology Bus Services: Contracts Contractors to convey Year 7 and Year 8 students between schools to allow access to technical education facilities, • Specialised School Transport Assistance (SESTA): Contracts Contractors to convey students with complex mobility needs between schools and student's homes, • Conveyance Allowance: Making a payment to caregivers to assist with transport costs for eligible students where other School Transport services are impractical, • Student / bus ferries: Contracts the Ministry has with two ferry companies for the transportation of students and/or buses, and • Direct Resourcing: Directly funds schools/kura to make their own arrangements for students. Normally this is schools contracting transport Suppliers or through the use of a Passenger Service Vehicle (PSV) owned and operated by the school/kura.
Services	School Transport Services in scope of this procurement. These Services are Daily Bus Services and Technology Bus Services.
Sub-contracting Arrangement	A Joint Proposal where a Respondent arranges for another Supplier(s) to deliver a portion of the Services. Each party retains their separate legal status. This is governed by a contractual agreement between the Respondent and Supplier(s) who are a party to the arrangement, however a new entity is not formed.
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.
Supplier	Any business in the market place even where it does not submit a Proposal.
Technology Bus Services (or Technology Routes)	Technology Buses are provided for Year 7 and 8 students to enable them regular access to specialised educational facilities, for such things as woodwork, sewing, cooking and metalwork. Most often this service is provided to students from rural full primary (Year 1-8) schools, and from intermediate schools to larger schools. Technology Bus services (along with Daily Bus services) make up the scope for this procurement.

Technology Centre	Specialised educational facility at other schools, meaning not the students' primary school, providing education in things as woodwork, sewing, cooking and metalwork.
Technology Routes	See 'Technology Bus Services'.
Tender 1	The first stage of the two stage procurement approach. In Tender 1, up to the greater of 10 or 10% of the Daily Routes and 10% of the Technology Routes are available for award by Region. Suppliers bid with respect to one or more Daily and/or Technology Routes within a single Region.
Tender 2	The second stage of the two stage procurement approach. In Tender 2, remaining Daily and Technology Routes are bundled into Route Groups within Regions. Suppliers bid with respect to one or more Route Groups within one or more Regions.
Tender Documents	Documents attached to the GETS Tender Notice for this RFP and which form part of this RFP. See Section 1.8 for a list of Tender Documents.