



Request for Proposal (RFP)

Matiatia Wharf Retail Leasing Opportunities

754-26-031-GS / 7 November 2025



RFP Overview

Auckland Transport (AT) is notifying all parties of the exciting opportunity to lease various retail spaces at Matiatia Wharf on Waiheke Island. AT welcomes all interested parties to participate in this RFP.

What we need

AT is seeking proposals from experienced operators and business owners who can offer a high-quality service and appropriate product offering that meets the needs of AT's customers (the commuter market) and tourists.

What's important to us?

Each Proposal must meet all of the [Preconditions](#) listed in [Section 3.1](#) of the [Non Price Response Template](#). Participants who are unable to meet all [Preconditions](#) in full should conclude that they will not benefit from submitting a Proposal.

Why should you bid?

Waiheke Island has over 900,000 visitors per year. Matiatia, located at the western end of the island, is known as the "Gateway to Waiheke Island". Matiatia Wharf is perfectly positioned for commuters and tourists alike as there are buses, tours and taxis awaiting each ferry's arrival. The Terminal itself is 20 minutes walk to Oneroa Village.

This Matiatia Wharf Retail Leasing Opportunities RFP offers a unique opportunity for businesses to establish their presence in a prime location on Waiheke Island.

A bit about us

Auckland Transport is a Council-Controlled Organisation (CCO) of Auckland Council.

"Our task is to connect the city's people and places with safe and sustainable transport choices that they can afford and can access easily."

We design, build, maintain and upgrade Auckland's entire transport infrastructure, excluding state highways.

Our key activities are:

- Construction and guardianship of transport assets including roads, road signs and footpaths, bridges, street lights, bus shelters and busways, rail and bus stations, electric trains, ferry facilities and wharves, car parking buildings and on-street parking machines.
- Planning, funding and coordinating bus, rail and ferry services.
- Managing the road network as 'one system' in partnership with the NZ Transport Agency.
- Coordinating road safety and travel demand initiatives such as travel plans
- Preparing strategic transport programmes that order by priority all planned activities.

We work closely with a wide range of partners, including: Auckland Council and its other CCO's, the Transport Agency and KiwiRail, to give our customers a seamless, personalised experience of using the transport system and interacting with us.

Auckland Transport and our participants have an important role to play in contributing to the wider sustainability and wellbeing of Auckland's communities, ecosystems, culture, and economy.



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1 Key Information

1.1 Context

This Request for Proposal (RFP) is an invitation to suitably qualified participants to submit a proposal for the Matiatia Wharf Leasing opportunities.

This RFP is a single stage procurement process.

Each proposal must meet all of the [Preconditions](#) listed in [Section 3.1](#) of the [Non Price Response Template](#). If you are unable to meet all precondition criteria you should conclude that you will not benefit from submitting a proposal.

Words and phrases that have a special meaning are shown by the use of capitals e.g. RFP. [Definitions](#) are described at the back of this document.

1.2 Our timeline

Here is our indicative timeline for this RFP.

Description	Date
Publish date	7 November 2025
Deadline for questions from participants	19 December 2026
Deadline for Proposals	12 January 2026
[Participants' interviews/ presentations]	N/A
Unsuccessful participants notified of Award of Contract	Mid to late February 2026
Participants debrief	March/April 2026
Anticipated Contract commencement	April 2026

All dates and times are dates and times in New Zealand.



1.3 How to contact us

All enquires including registrations for RFP briefings or Site visits if applicable, must be directed to our [Point of Contact](#). We will manage all external communications through this [Point of Contact](#).

Our [Point of Contact](#) is:

Name	Izzy McDonnell
Email address	procurement@at.govt.nz

All questions specific to this RFP or the RFP process, terms and conditions should be submitted onto GETS Question and Answer Forum, <http://www.gets.govt.nz>

If technical support is required relating to the functioning of the GETS, then contact the GETS Helpdesk:

Free Phone: **0508 GETS HELP (0508 438 743)**

International: **+64 4 901 3188**

Email: info@gets.govt.nz



1.4 Developing your proposal

This is a competitive tender process. The RFP sets out the general process and conditions that apply.

Take time to read and understand the RFP. In particular:

- Develop a strong understanding of our requirements detailed in [Section 2](#).
- In structuring your response consider how it will be evaluated. [Section 3](#) describes [Our Evaluation Approach](#).
- Complete the [Non Price Response Template](#) and the [Price Response Template](#) and provide the additional information required by those documents.

For helpful hints on tendering and access to a participant resource centre go to: <https://at.govt.nz/about-us/procurement/electronic-tenders/>

If anything is unclear or you have a question, ask us to explain but, please do so before the [Deadline for Questions](#). Questions should only be submitted via the GETS Question and Answer Forum.

Check you have provided all information requested, and in the format and order asked for.

You must also complete and sign the [Response Form](#) at [Section 2](#) of the [Price Response Template](#).

Having done the work, don't be late – please ensure you get your proposal to us before the [Deadline for Proposals](#)!

1.5 Submitting your proposal

Auckland Transport requires that your proposal be submitted in the form of electronic files, using the GETS tender proposal process. It is recommended that you begin the uploading process with sufficient time to allow the upload to complete before [Deadline for Proposals](#). This is particularly important if you are submitting large files (greater than 10Mb)



Separate electronic folders being submitted shall be entitled:

Non Price Response – File 1	[Non Price - 754-26-031-GS - Participant's Name]
Price Response – File 2	[Price – 754-26-031-GS - Participant's Name]

Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted for evaluation.

1.6 Our RFP process, terms and conditions

The RFP is subject to the RFP Process, Terms and Conditions (shortened to [RFP-Terms](#)) described in [Section 4](#).

Probity is important to us, if participants have any probity concern with regard to this particular procurement activity the Probity Auditor should be contacted. The Probity Auditor is not a member of the Tender Evaluation Team.

The Probity Auditor function will be provided by: Auckland Transport Risk and Audit; Phone 09 355 3553.

Alternatively, participants can contact the Auckland Transport Independent Hotline to report any concerns Phone: 0800 287 376 or e-mail at.report@pwc.com.

1.7 Later changes to the RFP or RFP process

If, after publishing the RFP, we need to change anything about the RFP, or the RFP process, or we want to provide participants with additional information, we will let all participants know by placing an Addendum on the GETS website www.gets.govt.nz.

All communications, including Addenda and RFP Q&A proposals will be sent by the Auckland Transport's [Point of Contact](#) via the GETS tendering service and will arrive at the participants' email address from the GETS address noreply@gets.govt.nz

1.8 Other RFP Documents

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

Description	Attached Documents
RFP Documents	01. RFP (this document) 02. Non Price Response Template 03. Price Response Template 04. RFP Visual Slides 05. Draft Licence to Occupy – Matiatia 06. Matiatia Wharf Leasing Advert 07. Terms of General Agency
Proposed Contract	Conditions of Contract based on AT Standard Licence to Occupy, Terms of General Agency

1.9 Offer Validity Period

By submitting a proposal, the participant will be deemed to be representing that their offer will remain open for acceptance by Auckland Transport for [60] Working Days from the [Deadline for Proposal](#).

2 Our Requirement

AT requires proposals from qualified, experienced retail operators to lease and operate the commercial spaces within Matiatia Wharf.

The key outcomes we want to achieve are:

- To appoint suitably qualified retail operators to these upcoming retail unit vacancies.
- To implement an ideal retail tenancy mix to enhance the commuter experience.
- Sustainable revenue stream(s) for AT.

2.1 Background

The Locations available for lease will be:

- **Unit 1: 38 sqm space**
- **Unit 3B: 12 sqm space**
- **Unit 4: 13.5 sqm space**
- **Unit 6: 13.5 sqm space**

Please see the attachment titled “**Appendix 1 - RFP Visual Slides**” attachment for further details and images.

2.2 What we require: the solution

We are seeking suitable retail operators who can demonstrate:

- A clear and relevant service offering that supports the needs of commuters and complements the surrounding urban and retail environment.
- The ability to deliver a high-quality retail fit-out that meets all consenting and heritage requirements.
- A strong operational model, including proposed hours of operation, staffing, and service delivery.
- Financial stability and a credible rental offer, supported by evidence of covenant strength.
- A track record of successful operation in transport or high-footfall environments.
- A business and marketing plan that supports commercial success and community engagement.

2.3 Contract form

We anticipate awarding a Contract under terms and conditions of AT's Standard Licence to Occupy Premises.

2.4 Contract term

We anticipate that the Contract will commence within three months of expiry of the existing tenancy for the relevant unit, or April 2026, whichever is later. The anticipated Contract term and options to extend are:

Descriptions	Years
Initial term of the Contract	Applicant to propose
Options to extend the Contract	Applicant to propose
Maximum term of the Contract	Dependent upon applicant's terms

2.5 Key outcomes

The following are the key outcomes that are to be delivered.

Description	Indicative date for delivery
Successful tenant(s) to execute Licence to Occupy	Promptly within two weeks of issue (or another longer timeframe as specified by AT)
Successful tenant(s) to submit developed design for AT (or AT's designated consultant) to review	Dependent upon applicant's submission, but within one month of appointment.
Successful tenant(s) to submit final fitout design to Auckland Council and obtain all necessary consents, etc	Dependent upon applicant's submission
Successful tenant(s) to complete required fitout works during the specified fit-out period	Dependent upon applicant's submission
Successful tenant(s) to trade and operate sustainably and in accordance with the Licence to Occupy	Ongoing

3 Our Evaluation Approach

Preconditions:

- The terms of AT's Standard Licence to Occupy are acceptable.



- The tenant has the ability to execute the Licence documentation promptly, within two weeks of issue (or another longer timeframe as specified by AT).
- The tenant acknowledges that the fitout design & plans must meet all necessary consenting requirements.
- All associated costs, consents and regulatory requirements for the proposed service offering are the responsibility of the tenant and will be obtained in a timely manner.

Subject to meeting the Preconditions criteria referred above, the evaluation approach will be as below.

Proposals will be evaluated using a weighted criteria model that reflects AT's strategic priorities. In conjunction with the price offer and financial viability, the evaluation will consider:

- **Proposed use, product or service offering:** Relevance to commuters, alignment with station context, and community benefit.
- **Service delivery model:** Operational details including hours and staffing.
- **Rental offer and covenant strength:** Financial offer and supporting documentation.
- **Track record:** Experience in similar environments and references.
- **Business and marketing plan:** Strategy to support commercial success and visibility.
- **Retail tenancy design and fit-out:** Conceptual design quality, heritage sensitivity, and spatial planning.

All proposals must meet the preconditions outlined in the RFP, including acceptance of AT's standard lease terms and the ability to execute agreements promptly.

Participants must indicate which retail unit(s) they are applying for. If only applying for one retail unit, participants should specify which is their most preferred unit while also indicating any potential "backup" units.

3.1 Supplier selection method

The Supplier Selection Method that will be used is [Price Quality Method \(ATPQM\)](#) as described in the Auckland Transport Procurement Sourcing Standards - ATPQM is a supplier selection method where the quality attributes of suppliers who meet the tenders requirements are graded and the preferred supplier is selected by balancing price and quality through the use of a formula.

ATPQM is used where it is determined that best Value for Money will be obtained by having suppliers compete on both price and quality and selecting the supplier that offers the best combination of the two. The process that we use to determine how additional quality is to be valued (i.e. the attribute weightings) will be clearly stated in each tender.

ATPQM Optional Steps	To apply
Will there be shortlisting? (<i>Step 3</i>)	Dependent on volume of applicants
Will there be presentations? (<i>Step 4</i>)	No

Will AT seek Best and Final Offer? (Step 8)	Yes. This will be determined by the Tender Evaluation Panel having regard to the tenders submitted. If required, Suppliers will be advised accordingly.
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3.2 Evaluation attributes

The following evaluation attributes and weightings will be used:

Attributes	Definition / Requirements	Weighting
Proposed Use, Product or Service Offering	<ul style="list-style-type: none"> Outline how the proposed service offering supports commuters, the public experience and is complementary to surrounding businesses and environment. Define your customer/audience and why your offering will appeal to them. Outline the social and environmental impact as well as the local relevance of your proposal, including how you will engage locally to benefit the wider community. 	15%
Service Delivery Model	<ul style="list-style-type: none"> Outline details of your service delivery model. Include details on proposed hours of operation and staffing levels, sourcing of goods/materials, staff training, inventory management, etc. Highlight any technological innovations in your delivery model, as well as how any sustainability initiatives you will implement relate to AT's sustainability priorities (quality employment, supplier diversity, carbon emission reduction, waste minimisation, water conservation). 	10%
Track Record	<ul style="list-style-type: none"> Outline your track record of operating in a commuter/transport-oriented setting. Include any references and/or case studies. 	15%
Business and Marketing Plan	<ul style="list-style-type: none"> Detail your business and marketing plans to show your ability to support the business and enhance the commercial opportunity. 	10%
Retail Tenancy Design & Fitout	<ul style="list-style-type: none"> Outline your proposed conceptual design and plans for the retail unit including internal fitout, base footprint and dimensions. 	20%
Financial Viability	<ul style="list-style-type: none"> Provide evidence to support your financial position (e.g. statement of financial position, company accounts, bank guarantee) 	Pass/Fail
Price	<ul style="list-style-type: none"> Outlines your annual rental offering, and desired terms. 	30%
	Total Weightings	100%

3.3 Grading scale

The following grading scale will be used in evaluating proposals.

85, 90, 95, 100	Excellent (significantly exceeds the criterion)	Exceeds the criterion. Exceptional demonstration by the participant of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Response identifies factors that will offer significant potential added value, with supporting evidence.
65, 70, 75, 80	Very Good (exceeds the criterion in some aspects)	Satisfies the criterion with minor additional benefits. Above average demonstration by the participant of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Response identifies factors that will offer potential added value, with supporting evidence.
45, 50, 55, 60	Good (meets the criterion in full)	Satisfies the criterion in full. Demonstration by the participant of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with supporting evidence.
25, 30, 35, 40	Minor Reservations (marginally deficient)	Satisfies the criterion with minor reservations. Some minor reservations of the participant's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.
5, 10, 15, 20	Serious Reservations (significant issues that can't be addressed)	Only partially satisfies the criterion with major reservations. Considerable reservations of the participant's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.
0	Unacceptable (significant issues not capable of being resolved)	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the participant has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.

Note: Scoring a 'fail' on any attribute assessed on a pass/fail basis, or failing to score above 20 on any weighted attribute, will result in the participant's offer being rejected and removed from any further evaluation.

3.4 Price

Auckland Transport is under no obligation to check proposals for error and omissions.

If we discover price errors and/ or omissions in any proposal, we will notify you and you may allowed to correct such error and/or omission so long as by the correction there would be no material prejudice to any other submission (as determined by Auckland Transport in its sole discretion), or you may be given the opportunity to:

- Confirm that your proposal remains open for acceptance notwithstanding the error; or
- Withdraw your proposal.

Acceptance of a proposal that contains errors will not invalidate the contract formed by that acceptance.

3.5 Reference checking

We may carry out reference checking to assist in determining whether the participant can deliver the output described in their proposal. Reference checking will be carried with referees provided in the [Non Price Response Template](#). Referees should be available during the RFP evaluation period for telephone interviews.

Reference checking will be carried out using [ATPACE](#) methodology.

The reference check will contain, but not necessarily be limited to, the following subjects:

- Compliance with Health, Safety and Environmental standards.
- Compliance with quality standards.
- Completed on time.
- Completed within agreed budget.
- Responsive to client's requirements.
- Traffic management (if applicable).
- Dealing with difficulties.
- Length of time to closeout defects after practical completion (if applicable).

Auckland Transport reserves the right to use any other source of information to assist in the evaluation of the attribute including prior performance on Auckland Transport projects.

3.6 Due diligence

In relation to participants/ preferred participants we may carry out due diligence investigations. The findings will be taken into consideration in the evaluation process.

We may undertake the following due diligence:

- Other checks, e.g. Companies Office.
- Interview participants.
- Request participants make a presentation.
- Arrange site visits.
- Test products.
- Inspect audited accounts for the last three financial years.
- Undertake a credit check.
- Undertake a Police check for all named personnel.



4 RFP Process, Terms and Conditions

4.1 Interpretation

This section contains Auckland Transport's standard RFP Process, Terms and Conditions (shortened to [RFP-Terms](#)) which apply to this procurement.

4.2 Auckland Transport's Point of Contact

All enquiries regarding the RFP must be directed to Auckland Transport's [Point of Contact](#). Participants must not directly or indirectly approach any representative of Auckland Transport, or any other person, to solicit information concerning any aspect of the RFP.

Only the [Point of Contact](#) is authorised to communicate with participants regarding any aspect of the RFP. Auckland Transport will not be bound by any statement made by any person including the [Point of Contact](#) unless that statement is subsequently expressly incorporated into the Contract.

Auckland Transport may change the [Point of Contact](#) at any time. Auckland Transport will notify participants of any such change. This notification may be posted on GETS or sent by email.

4.3 Deadline for questions

Each participant should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s participants should seek clarification before the [Deadline for Questions](#).

All requests for clarification must be submitted onto GETS Question and Answer Forum, www.gets.govt.nz. Auckland Transport will endeavour to respond to requests in a timely manner.

If Auckland Transport considers a request to be of sufficient importance to all participants it may provide details of the question and answer to other participants. In doing so Auckland Transport may summarise the participant's question, and will not disclose the participant's identity. The question and answer may be posted as an Addendum on GETS and/or emailed to all participants. A participant may withdraw a request for clarification at any time.

In submitting a request for clarification a participant is to indicate, in its request, any information that is commercially sensitive. Auckland Transport may modify a request to eliminate such commercially sensitive information, and publish this and the answer where Auckland Transport considers it of general significance to all participants. In this case, however, the participant will be given an opportunity to withdraw the request or remove the commercially sensitive information.

4.4 Confidential Information

Auckland Transport may require any participant to sign a Confidentiality Deed before releasing any confidential or commercially sensitive information to the participant.

Auckland Transport is subject to the Local Government Official Information and Meetings Act 1987. Information provided by participants may be required to be disclosed under that Act.

4.5 Information from Auckland Transport

Any information provided by Auckland Transport to participants has been provided to assist participants in preparing the proposal and in carrying out the Proposed Contract. Auckland Transport does not represent or warrant the completeness or accuracy of such information. Participants shall rely on the information provided by Auckland Transport at their own risk and are responsible for the interpretation of the information.

4.6 Preparing a proposal

Participants are to use the [Non Price Response Template](#) and [Price Response Templates](#) provided and include all information requested by Auckland Transport in relation to the RFP.

Each participant who wish to respond to RFP will have:

- Inspected the Site when required in the presence of Auckland Transport's nominated representative.
- Undertaken all reasonable and practicable investigations and measurements, and familiarise itself with the requirements of the all relevant authorities.
- Examined the RFP and any documents referenced in the RFP and any other information provided by Auckland Transport.
- Considered 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.
- If appropriate, obtain independent advice before submitting a proposal.
- Satisfied itself as to the correctness and sufficiency of its proposal, including the proposed pricing and the sustainability of the pricing.
- Ensured that pricing information is quoted in NZ\$ exclusive of GST.
- Documented in [Our Statement of Departures](#) (see [Section 4 of Non Price Response Template](#)) all assumptions and qualifications made about the delivery of the Requirements, including any assumption that Auckland Transport or a third party will deliver any aspect of the requirements or incur any cost related to the delivery of the requirements.

There is no expectation or obligation for participants to submit proposals in response to this RFP solely to remain on any prequalified or registered supplier list.

4.7 Alternative proposals

Auckland Transport may consider any alternative proposals which fulfil Auckland Transport's requirements. Alternative proposals must be submitted as a separate proposal clearly identified as an alternative proposal. Participants may be requested during the tender evaluation period to submit additional information to facilitate evaluation of the alternative proposal.

4.8 Alternative, tagged and other non-conforming proposals

Auckland Transport would prefer to receive proposals that comply with the RFP Documents but reserves the right to consider proposals submitted with departures tags, qualifications, endorsements and other non-conformities (collectively Non Conformities). Auckland Transport may at its sole discretion:

- Evaluate or reject such proposals.
- Assign a price to any Non Conformity.
- Request that the participant withdraws any Non Conformity without adjustment to the proposed price.
- Request that the participant withdraws any Non Conformity with adjustment of the proposed price, provided that the adjustment is for an amount that would have been reasonably expected, if the proposal had been submitted without that Non Conformity.

All Non Conformities must be outlined in [Our Statement of Departures](#) in the [Non Price Response Template](#).



Auckland Transport will not be bound by any Non Conformity unless such Non Conformity has been:

- Outlined in [Our Statement of Departures](#).
- Expressly agreed by Auckland Transport and incorporated into the Contract other than the Contractor's proposal.

4.9 Proposal requirements and pricing

Proposals must be prepared in the form and include all the information required by the response templates.

Participants must include the rates or percentages stated in the [Price Response Template](#).

The participant must include rates and prices for all items of work described in the [Schedule of Prices](#). Items against which no rate or price is entered by the participant will not be paid for by Auckland Transport when the Contract is carried out and shall be deemed covered by other rates and prices in the [Schedule of Prices](#).

Unless otherwise provided in the [Price Response Template](#), the rates included in the [Schedule of Prices](#) shall be deemed to be fully inclusive of all allowances for On-site Overheads and for Off-site Overheads and Profit.

4.10 Submitting a Proposal

Each participant is responsible for ensuring that its proposal is uploaded to GETS before the [Deadline for Proposals](#). GETS will acknowledge receipt of each proposal.

Auckland Transport intends to rely on the all information provided by the participant (e.g. correspondence and negotiations). In submitting a proposal and communicating with Auckland Transport each participant should check that all information it provides is:

- True, accurate and complete, and not misleading in any material respect.
- Does not contain Intellectual Property that will breach a third party's rights.

Auckland Transport stipulates an electronic two file RFP process, the following applies.

- Each participant must ensure that all financial information and pricing components of its proposal are provided in [Price Response – File 2](#)
- The pricing information must be clearly marked as stated in [Section 1.5](#). This is to ensure that the pricing information cannot be viewed when [Non Price Response](#) is opened.

4.11 Third party information

Each participant authorises Auckland Transport to collect additional information from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of the RFP evaluation.

Each participant must ensure that all referees listed in [Non Price Response Template](#) agree to provide a reference.

To facilitate discussions between Auckland Transport and third parties each participant waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

4.12 Conflict of Interest

Each participant must complete the [Conflict of Interest Declaration](#) in the [Non Price Response Template](#) and must immediately inform Auckland Transport should a [Conflict of Interest](#) arise during the RFP

process. A material [Conflict of Interest](#) may result in the participant being disqualified from participating further in the RFP process.

4.13 Ethics

Participants must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of Auckland Transport.

Any participant who attempts to influence the outcome of this RFP may be disqualified from participating further in the RFP process.

Auckland Transport reserves the right to require additional declarations, or other evidence from a participant, or any other person, throughout the RFP process to ensure probity of the RFP process.

4.14 Anti-collusion and bid rigging

Participants 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 Auckland Transport. Such behaviour will result in the participant being disqualified from participating further in the RFP process. In submitting a proposal the participant warrants that its proposal has not been prepared in collusion with a competitor.

Suspected collusive or anti-competitive conduct by participants may be reported by Auckland Transport to the appropriate authority.

4.15 Evaluation Panel

Auckland Transport will convene an Evaluation Panel comprising members chosen for their relevant expertise and experience. In addition, Auckland Transport may invite independent advisors to evaluate any proposals, or any aspect of any proposals.

4.16 Auckland Transport's clarification

Auckland Transport may, at any time, request from any participant clarification as well as additional information about any aspect of its proposal. Auckland Transport is not required to request the same clarification or information from each participant.

The participant must provide the clarification or additional information in the format requested. Participants must endeavour to respond to requests in a timely manner. Auckland Transport may take such clarification or additional information into account in evaluating the proposal.

Where a participant fails to respond adequately or within a reasonable time to a request for clarification or additional information, Auckland Transport may cease evaluating and may eliminate the Proposal from the RFP process.

4.17 Evaluation and shortlisting

Auckland Transport will base its initial evaluation on the proposals submitted in response to the RFP. Auckland Transport may adjust its evaluation of a proposal following consideration of any clarification or additional information as described in [RFP-Terms](#), under [4.11](#) and [4.16](#).

Auckland Transport may make enquiries regarding the participant. Auckland Transport may consider relevant information obtained from any source in the evaluation of the proposal. Auckland Transport may verify with any third party any information included in the proposal or disclosed to Auckland Transport in connection with the proposal. Auckland Transport will advise participants if they have been shortlisted or not. Being shortlisted does not constitute acceptance by Auckland Transport of the participants' proposal, or imply or create any obligation on Auckland Transport to enter into negotiations with, or award a Contract for delivery of the requirements to any shortlisted participant/s.



At this stage in the RFP process Auckland Transport will not make public the names of the shortlisted participants.

4.18 Negotiations with preferred participant(s)

Auckland Transport may at any time prior to acceptance of any proposal, negotiate with the preferred participant(s) or any participant. Auckland Transport may invite a participant to enter into negotiations with a view to finalising contractual arrangements.

If a participant is selected as preferred participant then such selection does not constitute an acceptance by Auckland Transport of the participant's proposal, or imply or create any obligation on Auckland Transport to award the contract to that participant.

Auckland Transport may at any time without being liable to the preferred participant cease discussions with, and not award the Contract to, that participant.

Auckland Transport may initiate concurrent negotiations with more than one preferred participant.

4.19 Elimination

Auckland Transport may reject any proposal where:

- The participant has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP.
- The proposal contains a material error, omission or inaccuracy.
- The participant is in bankruptcy, receivership or liquidation.
- The participant has made a false declaration.
- There is a serious performance issue in a historic or current contract delivered by the participant.
- The participant has been convicted of a serious crime or offence.
- There is professional misconduct or an act or omission on the part of the participant which adversely reflects on the integrity of the participant.

4.20 Auckland Transport's additional rights

Despite any other provision in the RFP Auckland Transport may, on giving due notice to participants:

- Amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP.
- Make any material change to the RFP (including any change to the [Our Timeline](#), [Our Requirements](#) or [Our Evaluation Approach](#)).

Despite any other provision in the RFP Auckland Transport may:

- Accept a late proposal if it is Auckland Transport's fault that it is received late.
- In exceptional circumstances, accept a late proposal where it considers in its sole discretion that there is no material prejudice to other participants.
- In exceptional circumstances, answer a question submitted after the [Deadline for Questions](#), if applicable.
- Accept or reject any proposal, or part of a proposal.
- Accept or reject any non-compliant, non-conforming or alternative proposal.
- At any time prior to acceptance of any proposal, withdraw the Contract from proposal.
- Not accept the lowest priced, or highest scoring or any proposal.

- Decide not to enter into a Contract with any participant.
- Liaise or negotiate with any participant without disclosing this to, or doing the same with, any other participant.
- Provide or withhold from any participant 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 participant, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
- Amend the Proposed Contract at any time, including during negotiations with a participant.
- Waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.

4.21 Notification of outcome

At any point after conclusion of negotiations, but no later than 30 Working Days after the date the Contract is signed, Auckland Transport will inform all unsuccessful participants of the name of the successful participant, if any. Auckland Transport may make public the name of the successful participant and any unsuccessful participant(s). Where applicable, Auckland Transport will publish a Contract Award Notice on GETS.

4.22 Participants' debrief

Unsuccessful participants will be notified in writing by Auckland Transport. Each participant will have 30 Working Days, from the date of this notification, to request a debrief. When a participant requests a debrief, Auckland Transport will provide the debrief within 30 Working Days of the date of the request, or of the date the Contract is signed, whichever is later.

The debrief may be provided by letter, email, phone or at a meeting. The debrief will:

- Provide the reasons why the proposal was or was not successful.
- Explain how the proposal performed against the pre-conditions (if applicable) and the evaluation criteria.
- Indicate the proposal's relative strengths and weaknesses.
- Explain, in general terms, the relative advantage/s of the successful proposal.
- Seek to address any concerns or questions from the participant.
- Seek feedback from the participant on the RFP and the RFP process.

4.23 Issues and complaints

A participant may, in good faith, raise with Auckland Transport any issue or complaint about the RFP, or the RFP process at any time.

4.24 Costs of participating in the RFP process

Each participant will meet its own costs associated with the preparation and presentation of its proposal and any negotiations.

4.25 Ownership of documents

The RFP and its contents remain the property of Auckland Transport. All Intellectual Property rights in the RFP remain the property of Auckland Transport or its licensors. Auckland Transport may request



the immediate return or destruction of any or all RFP documents and any copies. Participants must comply with any such request in a timely manner.

All documents forming the proposal will, when submitted to Auckland Transport, become the property of Auckland Transport. Proposals will not be returned to participants at the end of the RFP process.

Ownership of Intellectual Property rights in the proposal remain the property of the participant or its licensors. However, the participant grants to Auckland Transport a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the proposal for any purpose related to the RFP process.

4.26 Offer validity period

The [Offer Validity Period](#) is calculated from the [Deadline for Proposals](#). Proposals are to remain valid and open for acceptance by Auckland Transport for the [Offer Validity Period](#).

4.27 No binding legal obligations

No legal or other obligations shall arise between the participant and Auckland Transport in relation to the conduct or outcome of the RFP process unless and until that participant has received written notification of the acceptance of its proposal.

Auckland Transport, its agents and advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any participant or other person in respect of the RFP process.

Definitions

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

Term	Definitions
Confidential Information	<p>Information that:</p> <ul style="list-style-type: none"> • is by its nature confidential; • is marked by either Auckland Transport or a participant as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'; • is provided by Auckland Transport, a participant, or a third party in confidence; • Auckland Transport or a participant knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either Auckland Transport or a participant.</p>
Contract Award Notice	Means an Award Notice published on GETS.
Deadline for Proposals	The deadline that proposals are to be submitted as stated in Section 1, under 1.2.
Deadline for Questions	The deadline for Participants to submit questions to Auckland Transport as stated in Section 1, under 1.2. See also Section 4.3
Evaluation Panel	Auckland Transport's Evaluation Panel is identified in Section 4, under 4.15.
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Non- Price Response Template	The form to be used by a participant to respond to the RFP non-price attribute requirements.
NTP	Notice to Participants (NTP) or Addenda
Price Response Template	The form to be used by a participant to respond to the RFP Price attribute.
Point of Contact	Auckland Transport's Point of Contact is identified in Section 1, under 1.3. The participant's Point of Contact is identified in its tender.
Proposed Contract	The Contract terms and conditions proposed by Auckland Transport for the carrying out of the Contract Works as described in Section 1.8.
Proposal	Tender submitted by the participant.
RFP	Means Request for Proposal.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 4.
Participant	A person, business, company or organisation that supplies or can supply goods or services or works to Auckland Transport.