



REQUEST FOR PROPOSAL

NEW ZEALAND CYCLEWAY PROJECT

ENGINEERING SERVICES FOR ADVISORY GROUP

1 INTRODUCTION

1.1 **Purpose:** The purpose of this Request for Proposal (**RFP**) is:

- a To select a national-level engineering organisation that can:
 - i. Provide a senior engineer to be a member of the Cycleway Advisory Group (the Advisory Group). The Advisory Group is being set up by the Ministry of Tourism¹ (the Ministry) to help guide its decision-making with the New Zealand Cycleway Project (the Project) and provide direct assistance and advice to individual projects across New Zealand (Regional Projects).
 - ii. Provide direct assistance and advice in the feasibility and development phases of Regional Projects, when, to whom, and in the manner required by the Ministry.
 - iii. Provide a backup individual who can represent the organisation if circumstances prevent the primary Advisory Group member from attending fortnightly meetings.

1.2 **Background:**

- a The concept of a New Zealand Cycleway was one of the Employment Summit “Near Term and High Priority” ideas. It is proposed as a means to stimulate jobs through the present economic crisis while creating the best possible environment for businesses to prosper as economic conditions improve.
- b Cycleway initiatives in other countries, such as the Route Verte in Canada and the National Cycle Network in the North East of England, have demonstrated the potential to yield economic benefits for tourism sectors and regional economies.² In New Zealand, cycle tourists represent a valuable and growing segment of both the domestic and international tourist market.³ The Whakarewarewa Forest Mountain Bike Trails and Otago Central Rail Trail (OCRT) are but two examples that

¹ The Ministry of Tourism is a semi-autonomous body within the Ministry of Economic Development.

² The Route Verte, a province-wide cycle network in Québec, Canada, which generated 2,000 jobs and economic spin-offs of approximately \$CAD95 million in 2000 (at a time when only 56% of the network was complete). An economic impact study of four cycle routes in North East England found that route users contributed £9.6 million of direct expenditure to the North East economy, supporting 216 jobs in the immediate vicinity of the routes in the North East.

³ Domestic cycle tourists have increased 76% since 2004 and continue to be a fast growing segment of the domestic tourist market. On average, they spend almost 20% more than other domestic tourists. International cycling tourists spend, on average, 49% more than the average trip spend for all international tourists and stay twice as long in New Zealand than the average international tourist.

demonstrate the potential of regional cycleways to generate revenue and employment opportunities in New Zealand communities.⁴

- c The vision of the New Zealand Cycleway is to create a variety of riding experiences that collectively would cater to three market segments. These are:
 - i. the urban cycleways focused on reducing traffic congestion and providing leisure activities;
 - ii. the mountain bike trails for those seeking a challenge; and
 - iii. the 'Great Rides' of New Zealand for the families and older travellers seeking an interactive experience.

The long-term vision is to create a network that links these experiences together through branding and/or route development.

- d The main objectives of the Project are:
 - i. To create jobs through design, construction and maintenance of the cycle network.
 - ii. To create a high quality tourism asset which will enhance New Zealand's competitiveness as a tourism destination and provide ongoing employment and economic development opportunities for regional economies. The riding experiences will encourage the growth of tourism infrastructure, such as accommodation, food and beverage and transport operations.
 - iii. To maximise the range of complementary benefits that the cycle network provides to a wide range of New Zealanders including events, recreation, and health benefits.
- e The Project will involve the establishment of a fund called the New Zealand Cycleway Fund (the Fund). The Fund will be used to help regions, councils or community groups to conduct feasibility work and also to co-fund the building of the Regional Projects
- f The Advisory Group is not a governance or decision making group but is being formed to provide advice to the Ministry, the lead agency for the Project. It will also provide expertise at a regional level to support the development of feasibility studies and the building of infrastructure on an

⁴ A 2005 survey of the OCRT indicated that each trail user spends approximately \$350 locally, and that the trail had generated 200 additional full and part-time jobs in the accommodation and related services sector. A 2008 survey indicated that one third of businesses considered the OCRT a very important factor in their decision to buy or start their business.

'as needs' basis. The Advisory Group will be comprised of public and private sector representatives.

- g The Advisory Group needs specialist engineering expertise. This RFP seeks a national-level engineering organisation that can provide an individual to be a member of the Advisory Group and provide the direct assistance and back-up individual referred to in clause 1.1(a) above.

1.3 Structure of this RFP document:

Section	Description
1. Introduction	Provides an introduction to the RFP
2. RFP administration	Includes response information and RFP timetable
3. Evaluation criteria	Provides an overview of the evaluation criteria that MED will use when assessing responses
4. Requirements	Provides a description of the Ministry's requirements for the services that are required as part of this RFP
5. RFP terms and conditions	Sets out the rules that apply to this RFP
Schedule 1 (Format for response)	Details the information needed from a tenderer and the required format for its response
Schedule 2 (Terms and conditions)	Services Agreement Standard Terms and Conditions.

- 1.4 **What tenderers need to do:** A supplier who intends to respond to this RFP (**a tenderer**) will need to prepare and submit a response to the Ministry that complies with the requirements detailed in this RFP by the due date set out in section 2.

2 RFP ADMINISTRATION

2.1 Due date for responses:

- a Responses to this RFP are due by 4pm on 22nd June 2009.
- b The Ministry reserves the right in its sole discretion to extend the closing date for responses on written notice to all tenderers.

2.2 Format of responses:

- a Responses must be provided in the format set out in Schedule 1.
- b Each response must be signed for and on behalf of the tenderer by a person who has the authority to represent the tenderer.

2.3 Delivery of responses:

- a Five hard copies of the response are to be delivered to Angus Davidson, Cycleway Project Manager, 33 Bowen Street, Ministry of Tourism, PO Box 5640, Wellington 6011.
- b Responses sent by facsimile or email will not be accepted.
- c All copies are to be printed **double sided**.
- d Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- e Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

2.4 Enquiries and communications:

- a All communications relating to this RFP, or requests for clarification or further information, should be directed in writing to:

Angus Davidson, Cycleway Project Manager, Ministry of Tourism, 33 Bowen Street, PO Box 5640, Wellington 6011, Angus.davidson@med.govt.nz.
- b All requests for clarification or further information must be made prior to 12th June 2009. Any requests for clarification or further information received after this time and date may not be responded to at the Ministry's sole discretion.
- c The Ministry reserves the right to circulate any clarification or further information provided to one tenderer to all other recipients of this RFP.
- d A tenderer must not contact the Ministry staff or management in relation to this RFP, other than in accordance with this section 2.4. Unauthorised communication with staff or management of the Ministry in relation to this RFP may, at the Ministry's sole discretion, lead to disqualification of the tenderer from this RFP process.

2.5 Timetable:

- a The following indicative timetable of key events is provided as a guide to tenderers:

<i>Event</i>	<i>Target Date</i>
Issue of RFP documentation to tenderers	29 May 2009
Closing date for RFP questions	12 June 2009
Due date for responses	22 June 2009
Assessment of responses	26 June 2009
Select preferred tenderer	30 June 2009
Contract negotiations finalised	8 July 2009
Contract awarded	10 July 2009

- b The Ministry reserves the right to alter the timetable at its sole discretion on written notice to all tenderers.

3 EVALUATION CRITERIA

- 3.1 The Ministry will evaluate each response on how well it meets the requirements of this RFP.
- 3.2 The Ministry will evaluate the responses using the weight-attributed model.
- 3.3 Factors that the Ministry may take into consideration in evaluating each response include (without limit):
- a **Pricing:**
- i. best value for money for the Ministry;
- b **Requirements:**
- i. ability to meet the requirements described in this RFP;
- ii. demonstrated experience in providing the same or similar services;
- iii. proven capability and competence in relevant projects, particularly in regional and rural areas;
- iv. national coverage and knowledge of local conditions; and
- v. demonstrated success in building effective working relationships with the Department of Conservation (Doc), the New Zealand Transport Agency (NZTA), ONTRACK, Local Government and iwi.

- c **Organisation:**
 - i. organisational structure, professional standing, financial stability and reputation; and
 - ii. capability, competence, expertise and qualifications of key personnel, including the senior engineer on the Advisory Group, and the nominated back-up member of the Advisory Group.
- d **Sustainability:**
 - i. approach to sustainability and continuous improvement.
- e **Innovation:**
 - i. the degree to which the response offers innovation that would deliver to the Ministry additional benefits and/or value.
- f **Quality of response:**
 - i. the completeness, quality and robustness of the response, any formal presentation and the response to subsequent requests for additional information.
- g **Form of contract:**
 - i. the tenderer's acceptance or otherwise of the form of contract proposed by the Ministry.

These evaluation criteria are only a guide. They are not in any particular order nor exhaustive and will not necessarily be accorded equal weight.

4 REQUIREMENTS

4.1 Specifications:

The role of the senior engineer on the Advisory Group

- a A key requirement of this RFP is that the national-level engineering organisation have sufficient capability, standing and experience to be a member of the Advisory Group who is authorised to speak and act on behalf of the organisation.
- b The role of the senior engineer on the Advisory Group would be to:
 - i. Bring relevant civil/infrastructural engineering expertise to the Advisory Group.

- ii. Be able to critically analyse the robustness of engineering aspects of regional cycleway proposals being evaluated by the Ministry.
- iii. Write reports to the Ministry that detail engineering aspects including risks of various Regional Projects.
- iv. Build up a repository of knowledge and expertise to assist Regional Projects:
 - > In the planning phase of each Regional Project – for example in developing feasibility studies and resolving issues.
 - > In the implementation phase of each Regional Project – by providing access to accumulated expertise to avoid duplication in resolving issues.

All intellectual property rights created or developed by members of the Advisory Group or their employees or contractors in the course of their work on the Advisory Group will be owned by the Ministry on creation or development.

- v. Build upon existing relationships with relevant groups such as DoC, NZTA, Local Government, iwi, and ONTRACK, enabling standardisation of approach to issues such as:
 - > Optimal route location;
 - > cost-effective infrastructure design; and
 - > trail standards.
 - vi. Assist regions with route design using tools such as digital terrain models, orthoimagery and property databases.
 - vii. Attend fortnightly meetings in Wellington and be available to travel within New Zealand.
 - viii. Act as a peer review for regions that submit feasibility studies and/or route proposals to the Ministry.
- c. The senior engineer must be qualified, have demonstrated experience in the 'cycleway type' of infrastructure, have sound working relationships with the relevant Government agencies, and have the authority to represent and make decisions on behalf of the engineering organisation.
- d. As the Advisory Group is likely also to include individuals with tourism knowledge, marketing expertise, experience and knowledge of the Crown's conservation estate, transport planning expertise (road and rail),

and an individual representative of the biking community, the senior engineer must have an understanding of the 'big picture' and be able to form working relationships with people with expertise in other areas.

The wider role of the engineering organisation

- e The role of the engineering organisation would be to:
 - i. Nominate a back-up individual who can represent the organisation should circumstances prevent the primary Advisory Group member from attending fortnightly meetings.
 - ii. Assist regions with feasibility studies on a case-by-case basis.
 - iii. Assist in developing standard approaches to engineering issues as they arise.
 - iv. Provide additional expertise and resource to the organisation's Advisory Group member on an 'as needs' basis.
 - v. Otherwise assisting the Advisory Group in performing its responsibilities.

The role of the Advisory Group

- f The principal role of the Advisory Group is to assist the Ministry on the Project. Its responsibilities are likely to include:
 - i. Participating in the development of a set of criteria to help guide the Ministry's consideration of Regional Projects.
 - ii. Assisting regional organisations with feasibility work in respect of areas considered priority areas for development, optimal route location, costs and benefits, sustainable business models that account for maintenance, promotion strategies, strategies to reduce environmental impacts, maximising co-funding opportunities, path construction options, and timing of projects.
 - iii. Identifying potential risks and issues of concern, building a repository of knowledge to be shared, and developing standard approaches to managing issues that can be applied consistently across regions.
 - iv. Undertaking work on brand development and signage that will link the regional experiences together and be used to develop marketing campaigns.
 - v. Conducting additional work on an 'as needs' basis.

4.2 **The Term:**

- a The Project will be a multi-year undertaking that will develop through a number of phases, each requiring a different mix of expertise.
- b The Ministry makes no representations about the term for which the tenderer will be engaged by the Ministry. In particular, the Ministry reserves the right to change the Advisory Group focus, role and membership from time to time.

4.3 **Pricing:**

- a The Ministry requires tenderers to detail a price for the services proposed on an hourly rate exclusive of GST.
- b Travel costs will be pre-approved and re-imbursed.

5 RFP TERMS AND CONDITIONS

5.1 **Acceptance of RFP terms and conditions:** By submitting a response, the tenderer accepts that it is bound by the terms and conditions set out in this RFP.

5.2 **Status of RFP:**

- a Except as provided in section 5.4, neither the RFP nor the RFP process shall create any contractual, tortious (including in negligence) equitable or other obligation on the Ministry or any right in favour of a tenderer that is enforceable against the Ministry (in particular, and without limit, this RFP is deemed not to be a contractual offer).
- b No contract shall arise between the Ministry and any tenderer until a formal written contract is signed by the Ministry and the relevant tenderer covering the subject matter of this RFP.
- c If there is any conflict or inconsistency between the terms and conditions set out in this RFP and the terms contained in a tenderer's response, the terms and conditions set out in this RFP shall prevail.

5.3 **Form of contract:** Each tenderer agrees that any legally binding contract entered into between the successful tenderer and the Ministry will be in the form set out in Schedule 2. Unless flagged by the tenderer and agreed to by the Ministry, each tenderer will be deemed to have accepted the terms and conditions contained in Schedule 2. The Ministry reserves the right to make further amendments to the contract arising from negotiations with the successful tenderer.

5.4 Confidentiality:

- a Information about this RFP that is provided on the Government Electronic Tenders Service website (www.gets.govt.nz) is subject to Crown copyright protection unless otherwise indicated. The Crown copyright protected material may be reproduced free of charge in any format or media without requiring specific permission. This is subject to the material being reproduced accurately and not being used in a misleading context. Where the material is being published or issued to others, the source and copyright status must be acknowledged. The permission to reproduce Crown copyright protected material does not extend to any material on the Government Electronic Tenders Service website that is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned.
- b The Ministry is subject to the Official Information Act 1982. A tenderer may mark specific information “Commercial: In Confidence” if it wishes to protect it. It is not acceptable that the entire response be marked as such. The Ministry will take into account such indications when responding to requests under that Act. The Ministry cannot, however, guarantee that information marked “Commercial: In Confidence” can or will be protected if the Ministry receives a request for information under that Act or if the Ministry is otherwise obliged by law to disclose such information.
- c A tenderer shall not make any public statements regarding this RFP or the awarding of a contract for the supply of services without the prior written consent of the Ministry.

5.5 **Collection of information:** Each tenderer authorises the Ministry to collect any information from the tenderer and relevant third parties (such as referees) and to use that information as part of its evaluation of the tenderer’s response.

5.6 **Conflicts of interest:** Each tenderer must disclose any conflict of interest in relation to the matters covered by this RFP.

5.7 Ownership of response documents:

- a The responses submitted to the Ministry in response to this RFP shall be retained by the Ministry.
- b Intellectual property in a tenderer’s response to the RFP will not pass to the Ministry. However, by submitting a response, each tenderer licenses the Ministry to use, copy, adapt, modify and reproduce its response for the purpose of evaluating its response and any resulting negotiation.

5.8 Information complete and accurate: By submitting a response, each tenderer warrants that all information provided by it to the Ministry, in or in relation to its response is complete and accurate in all material respects. Each tenderer also warrants to the Ministry that the provision of that information to the Ministry, and the use of it by the Ministry for the evaluation of its response and for any resulting negotiation, will not breach any third party intellectual property rights.

5.9 Tenderers to inform themselves:

- a The Ministry makes no representation and gives no warranty as to the accuracy or completeness of any information it has or will provide in connection with the RFP process. The Ministry accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within the RFP itself or subsequent negotiations and each tenderer must rely on its own inquiries.
- b Each tenderer is considered to have:
 - i. examined this RFP and any other information made available by the Ministry for the purposes of responding;
 - ii. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances having an effect on its response;
 - iii. made its own evaluation of such information; and
 - iv. satisfied itself as to the correctness and sufficiency of its response including proposed prices and cost savings.

5.10 Costs: Each tenderer shall be responsible for all costs associated with preparing and submitting its response, including the costs associated with negotiating a contract with the Ministry if it is a successful tenderer.

5.11 Prices and GST:

- a All prices included in a response shall be deemed to include all direct, indirect and ancillary charges and costs associated with supplying the services (other than GST) and must include all charges required to meet the requirements set out in this RFP.
- b All prices in each response should be stated as exclusive of GST and in New Zealand dollars.

5.12 Notification of RFP outcome:

- a The Ministry will notify the successful tenderer (if any) in writing that they have been selected as preferred tenderer to proceed to the negotiation phase. The award of the RFP will be published on the Government Electronic Tenders Service website (www.gets.govt.nz).
- b The Ministry will notify all unsuccessful tenderers in writing that their responses have not been successful. Upon request, the Ministry will provide brief reasons for the rejection of a response.

5.13 Due diligence: The Ministry may, on notice to the successful tenderer, carry out a due diligence check of the successful tenderer and their response(s). The Ministry shall notify the successful tenderer as soon as reasonably practicable following the notification in section 5.12a of its intention to carry out a due diligence check, the anticipated timeframe for the process and the contact details of the person at the Ministry responsible for managing the process. Each tenderer authorises the Ministry to carry out the due diligence check described in this clause.

5.14 Notice generally: The Ministry will satisfy its obligation under the RFP to provide notice or other information to all tenderers by publishing that notice or information on the GETs website.

5.15 Exclusion of liability: To the extent permitted by law, the Crown (including, without limit, Ministers and the Ministry) and the Ministry's employees, subcontractors and agents will not be directly or indirectly liable (whether in contract, tort or otherwise) for any damage, loss or cost arising from or in connection with this RFP.

5.16 Rights reserved by the Ministry: Despite any other provision in this RFP, the Ministry reserves the right in its sole discretion to:

- a reject all or any of the responses and not award or accept the lowest or any response;
- b accept or reject any late response. Where the Ministry accepts a late response it will do so in accordance with good practice and consistent with any public law obligations;
- c evaluate and accept or reject non-conforming responses;
- d apply, or change, and give whatever weighting it wishes to, any policy or criteria relating to the participation in this RFP or any subsequent process or evaluation of responses (including, without limit, to the evaluation criteria);

- e accept part of a response from any tenderer;
- f negotiate with any tenderer who submits a response (to the exclusion of other tenderers) at any time and upon any terms and conditions;
- g seek further details or clarification from a tenderer about any aspect of its responses, provided that the Ministry will not be obliged to seek the same details or clarification from each tenderer;
- h amend or withdraw all or any part of the RFP on written notice to all tenderers;
- i suspend or cancel the RFP process on written notice to all tenderers; and
- j extend the closing date for responses on written notice to all tenderers.

5.17 **Governing law:** This RFP is governed by New Zealand law and each tenderer submits to the non-exclusive jurisdiction of the New Zealand courts as to all matters relating to this RFP.

SCHEDULE 1

FORMAT FOR RESPONSE

1. Legal Name Of Tenderer	
2. Company Number (If Applicable)	
3. Contact Person	Name: Title: Address: Phone: Email:
4. Request For Proposal	Having read and understood the RFP, the tenderer listed in 1 above agrees to the terms and conditions set out in the RFP.
Signed By/For Tenderer	Signature: _____ Name: _____ Title: _____ Date: _____

<i>Section</i>	<i>Section description</i>	<i>Response</i>
5	Requirements	<p>A detailed response is required for each requirement.</p> <p>1. Provide a profile, which includes core competencies and experience, of the individual who will represent the successful organisation on the Advisory Group. Provide a similar profile for the organisation's nominated back-up individual.</p> <p>2. Describe the organisation's capability and experience, including core skills, systems and technology relevant to the delivery of the required services.</p> <p>3. Describe your organisation's experience in the provision of similar services to either the Ministry or other customers.</p>

		<p>4. Describe the organisation's experience of relevant projects, particularly in regional and rural areas.</p> <p>5. Demonstrate your organisation's capacity to meet the Ministry's requirement for national coverage and knowledge of local conditions.</p> <p>6. Demonstrate your organisation's ability to form effective working relationships with DoC, NZTA, ONTRACK, Local Government, iwi, and other relevant parties.</p>
6	Price:	The Ministry requires the tenderer to detail a price for the services proposed on an hourly rate exclusive of GST. This should account for any travel requirements associated with attending fortnightly meetings in Wellington, and any additional costs for accessing specialist expertise within the organisation.
7	Conflicts of interest	Describe any conflicts of interest that arise in relation to the matters covered in this RFP.
Schedule 2	Terms and conditions	Your acceptance or otherwise of the terms and conditions contained in Schedule 2 is one of the criteria the Ministry will take into account when evaluating your response.