



**MANATŪ KAUPAPA
WAONGA**

**NEW ZEALAND
MINISTRY OF DEFENCE**

**Utility Vehicles
(Light & Medium)**

REQUEST FOR PROPOSAL

**PART ONE: INSTRUCTIONS AND CONDITIONS OF
PROPOSAL**

RFP: 1-439-4

Released Under the Official Information Act 1982

TABLE OF CONTENTS

- 1. RFP PROCESS 3
- 2. PROPOSAL PREPARATION AND SUBMISSION..... 7
- 3. OUR REQUIREMENTS..... 15
- 4. EVALUATION 26
- 5. CONDITIONS OF PROPOSAL 32
- 6. GLOSSARY 44
- Schedule 1: Declaration 50
- Schedule 2: Proposal overview 54
- Schedule 3: Commercial 57
- Schedule 4: Tax Certification 61
- Schedule 5: Price information 62
- Schedule 6: Acceptance and Project Schedules 64
- Schedule 7: Technical requirements 65
- Schedule 8: Public Value, including through industry engagement 69
- List of RFP documents on GETS 72

Released under the Official Information Act 1982

1. RFP PROCESS

1.1 This Request for Proposal (RFP)

1.1.1 This RFP is an invitation to Respondents to submit a Proposal to the Crown for supply of Utility Vehicles - Medium (**UV-M**) and Utility Vehicles - Light (**UV-L**) (together **UV-M/L**) and associated spares, contract data, services, training and other items (the **Utility Vehicles sub-Project**) contract opportunity. The Utility Vehicles sub-Project forms part of the Crown's Protected Mobility Capability Project (PMCP) and is described further in paragraph 3.1 of this Part One and in Part Two (Statement of Requirements).

1.1.2 This RFP is an invitation and not an offer capable of acceptance by a Respondent. The RFP process will be governed by the Conditions of Proposal set out in section 5 of this Part One. However, no binding contract (except as provided for in paragraph 5.22.1 of this Part One) will arise in relation to any part of the acquisition element of the Utility Vehicles sub-Project unless and until an Acquisition Contract is agreed in writing and signed by the Crown and a successful Respondent. No binding contract in relation to the Through Life Support element arises unless and until a TLS Contract is agreed in writing and signed between a successful Respondent and the NZDF (or its nominated maintenance organisation).

1.1.3 This RFP is made up of three parts, being:

(a) Part One: Instructions and Conditions of Proposal. This Part One includes:

- (i) the key information relevant to the RFP process, including our requirements and the evaluation process;
- (ii) instructions for Proposal preparation and submission;
- (iii) the Conditions of Proposal;
- (iv) the Glossary of defined terms used in this RFP; and
- (v) the Proposal Deliverables set out in Schedules 1 to 8, which outline what each Proposal must contain;

(b) Part Two: Statement of Requirements. Part Two includes:

- (i) Enclosure 1: Crown requirements for Utility Vehicles (Statement of Requirement);
- (ii) Enclosure 2: Through Life Support (TLS) requirements (the Draft Statement of Work for the TLS);
- (iii) Enclosure 3: CDRL and DIDs;
- (iv) Enclosure 4: Command, Control, Communications, Computing and Intelligence (C4I) Integration information;
- (v) Enclosure 5: NZDF EDSPEC 0001C specification for Roll Over Protection Structure (ROPS); and
- (vi) Enclosure 6: RFI Responses and Local Industry information.

(c) Part Three: draft Contracts, including:

- (i) the draft Acquisition Contract, including a number of draft or completed Annexes; and
- (ii) the draft TLS Contract.

The Compliance Matrices required to be completed in accordance with paragraphs 1 and 8 of Schedule 3 (Commercial) and paragraphs 1 and 6 of Schedule 7 (Technical requirements), and the Pricing Proformas required to be completed in accordance with paragraph 1 of Schedule 5 (Price information), also all form part of this RFP, and are either issued as part of the initial RFP package or will be issued shortly after release of the initial RFP package and, on release, will form part of the RFP package as a whole.

1.1.4 Capitalised terms used in this RFP have the meanings defined in the Glossary set out in section 6 of this Part One. Where a capitalised term is not defined in the Glossary it has the meaning given to that term in the draft Acquisition Contract (at Part Three of this RFP), unless the context indicates otherwise.

1.2 Steps in RFP process

1.2.1 The Crown currently envisages that the RFP process will include the following steps, although reserves the right to alter the process as it sees fit:

- (a) the issue of this RFP;
- (b) Respondents reply to this RFP by submitting a Proposal by the Proposal Closing Time;
- (c) the Crown evaluates the Proposals;
- (d) the Crown undertakes risk reduction and/or due diligence activities with respect to all or any of the Proposals received;
- (e) the Crown may shortlist the leading Respondents, and may undertake further risk reduction and/or further due diligence activities with respect to those shortlisted;
- (f) the Crown may enter into contract negotiations with the Respondent(s) who submitted the Proposal(s) that the Crown evaluates to be the highest ranked Proposals (the Preferred Respondent(s)). The Crown may elect to enter contract negotiations with only one, or more than one, Preferred Respondent;
- (g) if agreement is reached on the form of an acquisition contract with a Preferred Respondent, the Crown intends to enter into an acquisition contract with that Respondent, which will be a fixed firm price contract under which that Respondent will perform and deliver all or part of the Utility Vehicles sub-Project; and
- (h) the NZDF may seek to negotiate and enter into a TLS Contract with a Preferred Respondent at the same time as the Crown negotiates and enters into an Acquisition Contract with that Preferred Respondent, with a view to the associated TLS Contract being entered into at the same time as the relevant Acquisition Contract. However, the counterparty to the TLS Contract may be different from the Preferred Respondent, if the NZDF so agrees, and the NZDF may contract the Through Life Support through a maintenance organisation rather than contracting directly with the Preferred Respondent's Through Life Support entity.

1.2.2 The Crown may, after the Proposal Closing Time but before contract award, require all or any Respondents to deliver a presentation to the Crown on that Respondent's Proposal, at time(s) and location(s) to be specified by the Crown. Where such presentations are required, the Crown will provide the relevant Respondent(s) with reasonable notice.

1.3 Indicative timeline

1.3.1 It is anticipated that the delivery phase for the Utility Vehicles sub-Project will occur in 2024 - 2025.

- 1.3.2 The indicative timeline for the RFP process and the delivery of the Utility Vehicles sub-Project is as follows:

Step or milestone	Indicative timeline
RFP released through GETS	3 November 2022
Blackout period 1 for Respondent questions to the Crown	RFP release until 20 November 2022
Industry briefing	28 – 29 November 2022
Blackout period 2 for Respondent questions to the Crown	16 7 December 2022 until 6 8 January 2023
Deadline for Respondent questions to the Crown	17 February 15 March 12 May 2023
Last date for Crown answers to Respondent questions (as appropriate)	24 February March 26 May 2023
RFP closes (the Proposal Closing Time)	10 March 13 April 8 June 2023

- 1.3.3 All dates and times above are the dates and times then-applicable in Wellington, New Zealand. These dates and times are based on information and circumstances known to the Crown at the date of this RFP. The Crown reserves the right to amend the above dates and times as it sees fit.

- 1.3.4 The Crown acknowledges that the Proposal preparation period will include the traditional New Zealand and Australia Christmas holiday period, when many Australasian companies have a shutdown period. As a result, the Crown has extended the Proposal Closing Time by a few weeks from the Crown's originally intended RFP period to allow potential Australasian Respondents sufficient time to prepare a strong Proposal while still permitting staff to take holiday leave.

1.4 Contacting the Crown

- 1.4.1 Respondents must direct all questions regarding this RFP to the Contact Officer by email and in clear, understandable English. The Crown may change the Contact Officer at any time, and will notify all Respondents or prospective Respondents of any such change by issuing a notice on GETS or notifying Respondents or known prospective Respondents directly by email.

- 1.4.2 The contact details for the Contact Officer for this RFP are as follows:

Teresa Sharp
Protected Mobility Capability Project
Ministry of Defence
pmcp@defence.govt.nz

- 1.4.3 All email enquiries must clearly and concisely set out what matters require clarification or what further information is sought. Each email must refer to the description, "Utility Vehicles RFP", in the subject line. Enquiries that are not made in accordance with this paragraph 1.4, or are not received by the Contact Officer before the Deadline for Respondent questions to the Crown set out in the table in paragraph 1.3.2 may not receive a response. Respondents should also note the blackout periods set out in the table in paragraph 1.3.2. Respondents may submit questions during these periods, but the Crown will not respond to those questions until after the end of the relevant blackout period.

1.5 Security

- 1.5.1 The existence of this RFP and information in this RFP is UNCLASSIFIED.

- 1.5.2 To the extent permitted by law and otherwise except as stated in this RFP, all documents made available by the Crown (other than where provided to the open market through GETS) shall be treated as either Commercial in Confidence or such other classification as stated on the documentation (if higher).
- 1.5.3 Where the Utility Vehicles sub-Project involves the Contractor having access to any classified material (e.g., information, equipment, etc.), the Crown's requirements for the protection and handling of that classified material are summarised in the New Zealand Defence Force brochure "Defence Industry Security Guide", <https://www.defence.govt.nz/assets/Uploads/982385d858/Defence-Industry-Security-Guide.pdf>. The Successful Respondent, and any applicable subcontractors of that Respondent, will be required to meet and maintain compliance with Defence's security requirements in relation to any classified material involved in the Utility Vehicles sub-Project (if there is any).

Released under the Official Information Act 1982

2. PROPOSAL PREPARATION AND SUBMISSION

2.1 Proposal preparation

- 2.1.1 Each Proposal must include all information required by this RFP, including, without limitation, all Proposal Deliverables as required by this RFP (including Schedules 1 to 8 of this Part One). Each Proposal must comply with the terms and conditions of this RFP. When preparing its Proposal, each Respondent should consider the Evaluation Criteria as set out in section 4 of this Part One.
- 2.1.2 Where particular paragraphs in this RFP require further information to be provided by the Respondent, that information should be clearly identified in the Proposal, including by incorporating a cross-reference to the relevant paragraph(s) of this RFP.
- 2.1.3 Each Respondent is also encouraged to provide supporting documentation where relevant to enhance its Proposal. Where such supporting documentation is provided, the body of the Proposal should include a cross-reference to the supporting documentation so that it is clear to the Crown which aspect of the Proposal the documentation is intended to support, including if necessary the applicable clause or page number within the supporting documentation.
- 2.1.4 Each Respondent must submit a compliant Proposal that complies with or exceeds all Pre-conditions and the Mandatory criteria in Part Two (Statement of Requirements). Where a Respondent's offered solution does not meet a non-mandatory criterion set out in Part Two, it is requested to submit a Respondent Costed Option that provides to the Crown a costed option to bring the Respondent's solution up to compliance with that criterion. The Respondent may include as many or as few Respondent Costed Options as it wishes. However, the Respondent is required to provide a specific response for each Crown Costed Option in order to submit a compliant Proposal.
- 2.1.5 If the Respondent considers that any part of the Statement of Requirements is obsolete or could be met by utilising new or alternative developments, technology, procedures or other cost effective means not identified by the Crown in this RFP, the Crown encourages the Respondent to consider submitting additional Respondent Costed Options for the Crown to consider.
- 2.1.6 Any Respondent Costed Option will need to include technical details, drawings and specifications of the alternative offered as appropriate and:
- (a) the alternative offered should meet the overall aim of the Utility Vehicles sub-Project, and in particular, maximise the use of non-development items;
 - (b) the technical, functional and performance differences between the alternative and the Crown's requirement should be clearly detailed and all benefits accruing to the Crown from the alternative should be identified; and
 - (c) the whole of life cost differences between the Crown's requirement and the alternative offered should be identified.

2.2 Language and measurement

- 2.2.1 Each Proposal, including all attachments and supporting documentation, must be written in clear, understandable English. Information that is not stated clearly and legibly may be excluded from consideration, at the Crown's sole discretion.
- 2.2.2 All measurements must be expressed in metric legal units of measurement applicable in New Zealand unless otherwise specified in this RFP.

2.2.3 All dates and times are dates and times in Wellington, New Zealand. References to time in this RFP are either to New Zealand Daylight Time (NZDT) or New Zealand Standard Time (NZST), whichever prevails in New Zealand at the relevant time.

2.3 Respondent syndicates or consortia

2.3.1 The Crown acknowledges that Respondents may wish to form a Proposal syndicate/consortium. However, without limiting the Crown's rights, in each case (noting that it is possible that the Crown will decide to purchase some vehicle types from one Contractor and some vehicle types from other Contractors) the Crown intends to enter into a Contract with a single legal entity that will be the contractor responsible for the performance of that Contract. The Proposal syndicate/consortium must include in its Proposal a description of the single entity that will be the Contractor under each Contract, if that syndicate/consortium is successful. The Contractor for the TLS Contract may be a different party from the Contractor for the Acquisition Contract, if there is good reason for this and the NZDF agrees.

2.3.2 The Crown reserves the right to require, at its sole discretion, one or more members of the syndicate/consortium (if that syndicate/consortium is successful) to provide the Crown with financial and performance securities.

2.3.3 If a Respondent submits a syndicate/consortium Proposal, the consortium Proposal must:

- (a) where the RFP asks for information about the Respondent, include such information for each member of the syndicate/consortium, as well as the party who will be the prime contractor under the Acquisition Contract and the party that is proposed to be the prime contractor for the TLS Contract, if that syndicate/consortium is successful;
- (b) describe in detail the relationship between each member of the syndicate/consortium and the structure proposed for management of the syndicate/consortium;
- (c) provide in the Proposal that each member of the syndicate/consortium is jointly and severally liable for the performance of all members of the syndicate/consortium under any resultant contracts or that one member of the syndicate/consortium is fully liable for the performance of all members of the syndicate/consortium; and
- (d) provide the Crown with such further information as it requests in order to undertake a risk assessment of the proposed syndicate/consortium Proposal.

2.3.4 A syndicate/consortium Proposal submitted other than in accordance with this paragraph 2.3 may be rejected by the Crown, at the Crown's sole discretion.

2.4 Agents

2.4.1 The Crown will not consider Proposals from agents unless the agent is authorised to submit the Proposal as agent of the named principal. Proposals submitted by agents must include:

- (a) written evidence from the principal that the agent is the authorised agent of the principal, and that the agent is authorised to submit the Proposal on the principal's behalf; and
- (b) advice from the principal on whether the Crown must deal through the agent or whether the Crown may deal directly with the principal in relation to the RFP process.

2.4.2 Failure to provide this information may invalidate the Proposal.

2.5 Crown Contractors

- 2.5.1 Lockheed Martin Global, Inc., operating through its local branch, Lockheed Martin New Zealand (**LMNZ**), is the NZ Army's strategic logistics partner, providing Through Life Support services on base at Trentham Military Camp and other venues across New Zealand. LMNZ provides engineering, warehousing, maintenance and logistics support. Some Original Equipment Manufacturer (OEM) providers of major equipment have embedded Logistics Support Managers (LSM) and Field Service Representatives (FSR) providing in-depth logistics support to major vehicle fleets. LMNZ's likely involvement on the NZDF's behalf in the Through Life Support of the Utility Vehicles is described in more detail in Enclosure 2 to Part Two of this RFP.
- 2.5.2 L3 Harris Communications Australia Pty Ltd (**L3 Harris**) is contracted by the Crown for the provision of tactical radios and related goods and services. Under that contract, L3 Harris provides the Crown with engineering design and testing services for the integration of tactical networks into NZ Army platforms and the Through Life Support of those tactical communication networks. L3 Harris will be involved in the supply of equipment to be provided as Government Furnished Equipment (e.g., radios) and will also provide services to survey the vehicles and assist with the design of Command, Control, Communications, Computing and Intelligence (C4I) installations. This is described in more detail in Enclosure 4 to Part Two of this RFP.
- 2.5.3 The Crown is aware that a number of potential Respondents have expressed an interest in exploring the use of LMNZ, or another Lockheed Martin entity or affiliate, and/or L3 Harris (each being a **Crown Contractor**) as part of their solution and contracting chain for the acquisition element of the Utility Vehicles. In order to preserve probity and fairness in the acquisition element of the Utility Vehicles, the Crown has documented with the Crown Contractors the commitment of each to treat all Respondents equally, in order not to influence the RFP process and outcomes. This includes the Crown Contractors declaring any potential conflicts of interest, agreeing not to establish any exclusivity agreements with any potential Respondent, pricing their involvement and providing commitments consistently for all Respondents seeking to engage them (and thus not providing any Respondent with better pricing or other preferred treatment than any other), and establishing internal processes within the Crown Contractors to firewall their workforce and business activities to protect intellectual property and maintain independence of their effort.
- 2.5.4 Proposals must identify any proposed use of a Crown Contractor as a Subcontractor in the Schedule of Major Subcontractors and Crown Contractors required to be submitted in response to Schedule 2 to this RFP. Any identification of a Crown Contractor in a Proposal must identify in the "work to be subcontracted" column:
- how the Crown Contractor is proposed to be involved (including a general description of the scope of work and potential estimated value); and
 - why the Respondent is considering utilising the proposed Crown Contractor.
- 2.5.5 As the Crown will need to consider the risks and appropriateness of having a Crown Contractor involved on both sides of the transaction (i.e., Crown side and supplier side), as part of the evaluation process, the Crown will consider whether involvement of any proposed Crown Contractor in the Respondent's solution is permitted by the Crown, and whether any specific conditions or restrictions are required to apply to that involvement. If the involvement is permitted by the Crown, the Crown may require that the Respondent, the relevant Crown Contractor and the Crown enter into a binding legal document that sets out the conditions of that Crown Contractor's participation in any Contract established with a Respondent.

2.6 Best Public Value, including through industry engagement

- 2.6.1 Each Respondent must identify in its Proposal the steps that it has taken to ensure that its Proposal provides the Crown with best Public Value. This information will be used by the

Crown when considering whether the Respondent is proposing the best Public Value solution over the whole of life of the Contracted Capability, including considering any savings in time, money, labour, responsiveness or resilience, risk reduction and the potential for an improved solution.

- 2.6.2 The information required by paragraph 2.6.1 must be provided by each Respondent in the format of an industry activity report as described in Schedule 8 to this Part One.
- 2.6.3 In 2021, the Crown conducted a Request for Information (RFI) to enable companies to express their interest in supporting the procurement as a subcontractor or supplier. The Excel spreadsheet at Enclosure 6 to Part Two of this RFP lists the companies that registered and their contact details. There are also two further worksheets in that spreadsheet with contact details for:
- (a) New Zealand companies that have capabilities for manufacturing support. The Ministry of Defence has liaised with a number of industry representative bodies and compiled a list of companies that might have interest in body-work or other sub-contracted manufacturing work.
 - (b) A list of Māori (indigenous) businesses that have potential supporting capabilities. The New Zealand Government released a progressive procurement policy in November 2020 to promote access to procurement opportunities for Māori businesses. The policy outlines a target for Government procurement agencies to achieve a percentage (by value) of Māori businesses involvement in the supply chain. The Utility Vehicles have been identified as a procurement that may be able to contribute to achieving this target.
- 2.6.4 The Crown is not facilitating, nor requiring, any liaison with these companies and does not endorse nor have a preference for any of these companies. It is the prerogative of potential Respondents to contact any of these companies and it is entirely each Respondent's commercial decision on whether to do so, or not.
- 2.6.5 Other industry bodies that might be useful facilitators to help make contact with New Zealand industry are:
- (a) New Zealand Trade and Enterprise (www.nzte.govt.nz);
 - (b) New Zealand Defence Industry Association (www.nzdia.co.nz);
 - (c) New Zealand Truck-Trailer Manufacturer's Federation (www.tdff.org.nz , see "Member Showcase");
 - (d) New Zealand Motor Industry Association (www.mia.org.nz/Relationships); and
 - (e) Amotai (<https://amotai.nz>) who are a New Zealand Supplier Diversity intermediary, who can provide a database of companies and act as a match-maker with Māori (indigenous) businesses (there are monthly fees for this service).
- 2.6.6 Where additional assistance is needed to identify New Zealand industry capabilities and opportunities for New Zealand industry engagement, the Respondent is advised to contact the Ministry of Defence's Industry Engagement team. Involvement of the Ministry of Defence's Industry Engagement team can accelerate the identification of relevant New Zealand companies. The Ministry of Defence's Industry Engagement team contact is:

Ministry of Defence
Huntley Wright
Assistant Secretary (Capability Delivery)
Phone: +64 4 496 0614
Mobile: +64 21 525 736
E-mail: industry@defence.govt.nz

Website: www.defence.govt.nz

2.6.7 For the avoidance of doubt, paragraph 2.6.6 above does not override paragraph 1.4 of this Part One. Accordingly, the contact details provided in paragraph 2.6.6 above should not be used to request clarifications of this RFP or to ask questions about the Protected Mobility Capability Project or the Utility Vehicles sub-Project generally.

2.6.8 For further context, the Crown's policies and guidelines on procurement can be found at the following web address: www.procurement.govt.nz.

2.7 Format and submission of Proposals

2.7.1 Each Proposal must be submitted as follows:

- (a) each section of the Proposal must be cross-referenced to the applicable requirement of this RFP (in particular, the Statement of Requirements);
- (b) the file name (including the Respondent name) and the page number must be included in the footer of documents (where possible);
- (c) the Proposal package must be submitted to the Crown by either:

(i) email to pmcp@defence.govt.nz. Each email forming part of the Proposal submission must include the description "Utility Vehicles RFP 1-439-4" in the subject line. IMPORTANT NOTE: The Crown's email system is expected to reject any email of a size exceeding 15MB (which rejection may be without any notification to the sender), so Respondents are advised that they may have to split the Proposal package into multiple emails to the designated Proposal submission email address, so as to manage the Crown email size threshold; or

(ii) uploading files to the GETS eTender Box. The maximum file size is 50MB and the total capacity of the eTender Box is 50MB for each Respondent. Refer to the GETS website for instructions on uploading files (see <https://www.gets.govt.nz/SupplierUserTenderHelp.htm> and expand the "Help for providers and suppliers" dropdown and then expand the dropdown for section 10 "How do I submit a tender response".

Emailed submissions are the preferred method of submission. It is acceptable to use a combination of these two submission methods provided that the delivery method for each document/file is notified in accordance with section (d) (i) below. In addition, the Crown's IT-information technology system may reject documents that are password protected, so Respondents must not password protect the documents included in the Proposal package;

- (d) the emailed Proposal package must include, in one or more emails:
 - (i) a covering email or index document that lists all documents being sent by the Respondent and the method of submission for each file (email or GETS);
 - (ii) one electronic copy of the Proposal, excluding all price elements (including any pricing related to any Costed Options) and any supporting information, in a format capable of being read, copied, searched and printed by the Crown using Microsoft Office™ 2013 applications, Microsoft Project™ or Adobe Acrobat™;
 - (iii) one separate electronic copy of all price information (including any pricing information relating to any Costed Options) in a **non-editable format** capable of being read, copied, searched and printed by the Crown using Microsoft Office™ 2013 applications, Microsoft Project™ or Adobe Acrobat™. Price information

must be contained in one or more emails identified clearly with the Respondent's identity and "Price Information";

- (iv) one separate electronic copy of all price information (including any pricing information relating to any Costed Options) in **an editable format** capable of being read, copied, edited, searched and printed by the Crown using Microsoft Excel™ 2013 applications. Price information must be contained in one or more emails identified clearly with the Respondent's identity and "Price Information"; and
- (v) one electronic copy of any supporting information and documentation in a **non-editable format** capable of being read, copied, searched and printed by the Crown using Microsoft Office™ 2013 applications, Microsoft Project™ or Adobe Acrobat™;
- (e) the Crown will endeavour to notify the Respondent within two Business Days of receiving one or more emails containing the Proposal package from the Respondent and/or having received files by the GETS eTender Box. If the Respondent does not receive such email notification from the Crown clearly showing that all of the Respondent's Proposal package emails have been received, it is the Respondent's responsibility to confirm with the Contact Officer whether the Crown has received each of the Respondent's emails. The Crown will not be responsible for any failure by the Respondent to confirm receipt of any email. It is also each Respondent's responsibility to ensure that each component of its Proposal package is emailed to and received by the Crown, by one or more emails to the designated Proposal submission email address, by the Proposal Closing Time. The Crown is not responsible for identifying any omission from the Proposal package or notifying any Respondent of any omission, although the Crown may choose to do so at its sole discretion;
- (f) it is also each Respondent's responsibility to ensure that the Proposal package emailed to the Crown is capable of being opened and used by the Crown as referred to above. The Crown may (at its sole discretion) deem disqualified any Proposal package that the Crown is not able to open or use as referred to above. The Crown is not required to (although may) notify any Respondent if any part of the Proposal package is not capable of being opened or used by the Crown; and
- (g) all emails containing Proposal information must be received by the Crown, in a form that is able to be opened and used by the Crown as referred to above, on or before the Proposal Closing Time (see the table in paragraph 1.3.2 above) at the email address stipulated in paragraph 2.7.1(c). The relevant Respondent will be responsible for any delays caused by submission through the delivery system chosen.

2.7.2 Proposals submitted by post, fax or hard copy delivered to our offices will not be accepted.

2.8 Proposal Validity Period

2.8.1 In submitting a Proposal, the Respondent agrees that its Proposal will remain open for acceptance by the Crown in the form that it is submitted and shall not be capable of being withdrawn or modified, except with the written consent of the Crown, for a period of 16 months from the Proposal Closing Time (the **Proposal Validity Period**). This time period is required due to the timetable in place for the Crown processes, negotiation of final scope and to seek approval of its Project Implementation Business Case (PIBC), approval of which must be received before an Acquisition Contract can be signed.

2.8.2 The Crown may request an extension of the Proposal Validity Period at its discretion.

2.9 Structure of Proposal

2.9.1 Each Proposal shall be structured as follows:

Acquisition - Commercial response

- (a) responses to, and in accordance with, Schedules 1 to 8 to this Part One of this RFP (excluding Schedule 5 (Price information)) in relation to the Acquisition elements, including:
 - (i) the completed SOR Compliance Matrix (Acquisition) with entries in the "RFP Response Column" (column L) for every requirement;
 - (ii) all plans and data identified as being deliverable as part of the Proposal in either Schedule 7 (Technical Requirements) or the Contract Data Requirements List (CDRL) set out in Enclosure 3 to Part Two of this RFP, in accordance with the requirements stipulated in the CDRL and applicable Data Item Descriptions (DIDs) in Enclosure 3 to the Statement of Requirements; and
 - (iii) the completed Acquisition Contractual Compliance Matrix;
- (b) supporting information (if any), clearly identified and cross-referenced to the relevant requirement or part of the Proposal it supports; and
- (c) technical details of Costed Options (not including pricing); and

Acquisition – Pricing response

- (d) the completed Acquisition Pricing Proforma in accordance with Schedule 5 (Price information) to Part One of this RFP in relation to the Acquisition elements (i.e., paragraph 1.2 of Schedule 5 (Price information)); and
- (e) other pricing-related information in accordance with Schedule 5 (Price information) to Part One of this RFP in relation to the Acquisition elements (i.e., paragraphs 1.3, 2 and 3 of Schedule 5 (Price information)).

Through Life Support (TLS) – Commercial response

- (f) responses to, and in accordance with, Schedule 3 (paragraph 8), Schedule 7 (paragraph 6) and Schedule 8 (in relation to the TLS phase) to this Part One of this RFP, including:
 - (i) a completed SOR Compliance Matrix (TLS) with entries in third column titled "EVIDENCE/RESPONSE REQUIRED" for every requirement; and
 - (ii) the completed TLS Contractual Compliance Matrix; and
- (g) supporting information (if any), clearly identified and cross-referenced to the relevant requirement or part of the Proposal it supports;

TLS - Pricing response

- (h) the completed TLS Pricing Proforma in accordance with Schedule 5 (Price information) to Part One of this RFP in relation to the TLS elements (i.e., paragraph 1.4 of Schedule 5 (Price information)).

Advice to Respondents:

**The template for the TLS Pricing Proforma will be available on GETS
on Friday 18th November 2022**



Released under the Official Information Act 1982

3. OUR REQUIREMENTS

3.1 Background and objectives for the Utility Vehicles sub-Project

General

- 3.1.1 The Crown has established the Protected Mobility Capability Project (PMCP) to procure a number of vehicle types to support the NZDF's deployed and domestic operations. Procurement of the UV-M and UV-L vehicles forms the Utility Vehicles sub-Project of the PMCP.
- 3.1.2 The Crown, through the Ministry of Defence, procures larger scale capital assets for end use by the NZDF. The Acquisition Contract with the successful Respondent(s) will be entered into by the Crown, and the Crown will contract manage the Acquisition Contract for its delivery phase through to Acceptance and until the end of the Warranty Period.
- 3.1.3 For the UV-M/L, the vehicles procured will largely be operated by the NZ Army. After each vehicle is Accepted by the Crown, it will be transferred to the NZDF to own and operate. The NZDF is responsible for the Through Life Support (TLS) of its assets. Therefore, the NZDF is the party that will negotiate and sign the TLS Contract. There may be some overlap between warranty coverage under the Acquisition Contract and the early years of the TLS Contract; this should be taken into account by Respondents when pricing the TLS element of the Proposal.
- 3.1.4 The total cost of ownership is an important consideration for the Crown. Therefore, alongside the technical characteristics of the solution offered and Crown confidence in the Respondent and its offer, both Acquisition phase costs and TLS costs are taken into account when evaluating the best Public Value Proposal.

UV-M/L capability

- 3.1.5 The UV M/L capability will be required to support the NZDF's deployed and domestic operations in a sustainable manner, with appropriate consideration given to Integrated Logistics Support (ILS) and TLS that ensures that the UV M/L project capability is supported throughout its life of type.
- 3.1.6 The function of the Utility Vehicle is to move payload (crew, troops, equipment and cargo) over formed roads and cross-country. UV-M/L are operational vehicles that have a wide application in missions and deployments where armour protection is not required. The vehicles may be deployed to austere environments in New Zealand or overseas for extended durations and should be easy to operate and maintain and be highly reliable with a low support footprint. They need to be able to ford through salt water for beach landings and tolerate a range of climatic conditions.
- 3.1.7 The tasks covered by the variants of the UV-M/L include:
- (a) transport of personnel and/or equipment;
 - (b) transport for specialist personnel and their equipment such as observers, line layers, military police, liaison, or intelligence staff;
 - (c) carrying personnel and equipment for command and control functions;
 - (d) transporting maintenance support personnel and their equipment; and
 - (e) ambulance to recover and transport injured/sick personnel (Medical Evacuation (MEDIVAC) with medics attending the patient(s) while the vehicle is moving).

- 3.1.8 The Utility Vehicles are separated into two weight categories for operational convenience. Having the UV-L at less than six tonnes GVM enables it to be operated on New Zealand roads by personnel with a Class 1 driver's licence. The UV-M variants have higher payload requirements and are likely to be heavier than six tonnes. However, the UV-L and UV-M will ideally be based on a single family of vehicles providing commonality of training, parts and support.
- 3.1.9 The Crown requires that the UV-M/L be delivered as complete vehicles by one or more prime contractors. While the Crown prefers a single supplier for both the light and medium categories for the utility vehicles, it may negotiate with a Respondent for supply of either the UV-L or the UV-M or only part fleets of each if this provides a better solution when matched with other offers. Further, the Crown may decide to only procure UV-L or UV-M (or neither) under this RFP if only one vehicle type proposed is considered suitable for the Crown's needs.
- 3.1.10 Each prime contractor will be required to act as the design authority for the relevant vehicles, and each prime contractor must be responsible for all Contract Deliverables under the Acquisition Contract for those vehicles, which will include publications, support data, safety information, initial Spares and Support and Test Equipment and initial training packages and initial training course delivery. The contracting approach with respect to the Through Life Support phase will be discussed between the NZDF and the successful Respondent, but the Respondent is required as part of its Proposal to provide a costed TLS Proposal for the consideration of the Crown and the NZDF.
- 3.1.11 The Crown is seeking an Off-The-Shelf (Military Off-The-Shelf (MOTS) or Commercial Off-The-Shelf (COTS)) vehicle solution wherever possible.

Crown Costed Options

- 3.1.12 There are 20 individual Crown Costed Options. Most are self-explanatory, by reference to the requirements in Enclosure 1 of Part Two (Statement of Requirements) to this RFP that is listed against each Crown Costed Option. However, two Crown Costed Options are explained further below.
- 3.1.13 C4I Integration. The Crown wishes the prime contractor to take responsibility for delivery of the Utility Vehicles as an integrated capability solution. This includes the responsibility to design and integrate communications and data handling equipment in the vehicles (Command, Control, Communications, Computers, Intelligence or **C4I**) that are delivered to the Crown under the Acquisition Contract. Firm technical requirements in relation to the C4I integration have not been provided. Additional information about the C4I Integration that the Crown is seeking is set out in Enclosure 4 (C4I information) of Part Two (Statement of Requirements) to this RFP. Each Respondent shall provide a C4I Integration Proposal in accordance with DID PROJ-1.11 that describes how the Respondent proposes to accomplish this integration and the associated pricing by completing those lines in the Acquisition Pricing Proforma. If the Respondent is not able to offer any aspect of this integration, the C4I Integration Proposal response should clearly state this and why.
- 3.1.14 Troop Carrier Modules. The Utility Vehicle-Medium General Service (UV-M GS) variant has a secondary role as a Troop Carrier. The concept is for this to be achieved via the vehicle supplier providing removable seating modules for every vehicle of the UV-M GS variant. These modules are installed on the deck of the UV-M GS, are ideally 'quick change' and are light enough (by separating into part sections) that they can be removed by hand (i.e., no or minimal lifting equipment is required). These modules and their fixings to the deck and the chassis must comply with the ROPS requirements. The module's seat harnesses and restraints must also be suitable for crash loads imposed in a roll over scenario. A weapon mount may possibly also be incorporated on the rear section of the removable Troop Carrier module. The Respondent is to respond to this requirement as a Crown Costed Option to identify the prices arising from this requirement. If the Respondent cannot offer this option then the Proposal should clearly state this and why.

Respondent Costed Options

3.1.15 As described in paragraphs 2.1.4 to 2.1.6 above, if either:

- (a) the Respondent considers that any part of the Statement of Requirements is obsolete or could be met by utilising new or alternative developments, technology, procedures or other cost effective means not identified by the Crown in this RFP (e.g., utilising swappable bodies); or
- (b) the Respondent's standard MOTS or COTS solution does not meet one of the Crown's non-mandatory requirements, but the Respondent could undertake additional work to modify its MOTS or COTS solution to be close to meeting the requirement or otherwise achieving the intent of the requirement,

then the Crown encourages the Respondent to submit additional Respondent Costed Options for the Crown to consider. The Respondent is not required to submit any Respondent Costed Options but is encouraged to do so where this could bring value or other benefits to the Crown and the NZDF.

3.1.16 Roll Over Protection Structure: Roll Over Protection Structure (ROPS) is an important requirement for the Crown. The Crown wishes to have ROPS provided that complies with the NZDF's EDSPEC 0001C specification (this specification is at Enclosure 5 (Roll Over Protection Structure Specification) of Part Two (Statement of Requirements) to this RFP). If the Respondent can offer ROPS but to a different standard or standards, the Respondent is encouraged to also include one or more Respondent Costed Options for alternative ROPS solutions in its Proposal.

Utility Vehicle Variants

3.1.17 ~~Table 1 - UTILITY VEHICLE VARIANTS~~ ~~Table 1 - UTILITY VEHICLE VARIANTS~~ sets out the expected UV-M/L variants that are being sought by this procurement. The approximate quantity column is indicative only, and the numbers procured will depend on a number of factors, including affordability and multi-role abilities of offered solutions. The ~~crew numbers, cab door numbers and~~ GVM limits ~~for the UV-L~~ are all fixed and mandatory. The comments column is intended to provide some clarity of intent of each variant for Respondents. Payload requirements are rounded up to the nearest 100 kg and further clarified in Annex C of Enclosure 1 to Part Two of this RFP provides the exact payload requirements, including the context and assumptions for each payload. Communications and Data Requirements are further clarified in Annex D of Enclosure 1 to Part Two of this RFP and in the C4I Integration Information at Enclosure 4 to Part Two of this RFP.

Table 1 - UTILITY VEHICLE VARIANTS

Variant	Approx Qty	Crew & Cab Doors	GVM limit (tonne)	GVM target (tonne)	Payload target (tonne)	Communications / Data*	Comments
UV-L General Service	15 - 40 (20 likely)	2 - <u>3</u> crew 2 dr	6	6	<u>1.57</u>	1 x RF 9820 VHF radio 1 x Panasonic Toughbook G2 tablet at left seat	Transport combat supplies and unit equipment. Has a light weatherproof and removable cover on rear deck.
UV-L Command / Liaison	55 - 120 (90 likely)	4 - <u>5</u> crew 4 <u>or 5</u> dr	6	6	<u>0.89</u>	1 x AN/PRC 163 VHF/UHF radio 1 x AN/PRC 160 HFA/HF radio 1 x Panasonic Toughbook G2 tablet at left seat	Transport unit commanders and liaison personnel around an operational area with enhanced communication capabilities.
UV-M General Service	25 - 60 (48 likely)	2 - <u>3</u> crew 2 dr	N/A	7-10	<u>3.0</u>	1 x RF 9820 VHF radio 1 Panasonic Toughbook G2 tablet at left seat	Transport combat supplies and unit equipment. Has a weatherproof cover that might have ROPS strengthening incorporated. Able to easily install and remove a Troop Carrying module (as a complete assembly or as sub-modules) to safely transport 8 -10 troops and their equipment on the rear deck.

Variant	Approx Qty	Crew & Cab Doors	GVM limit (tonne)	GVM target (tonne)	Payload target (tonne)	Communications / Data*	Comments
UV-M Command & Control Command Post	20 - 45 (24 likely)	4 – 5 crew 2-3 dr or 4 dr or 5 dr	N/A	7-10	1.45	1 x AN/PRC 163 VHF/UHF radio 1 x AN/PRC 160 HF/VHF radio 1 Panasonic Toughbook G2 tablet at left seat.	A Command and Control (C2) platform which is capable of providing mobile communications and static Command and Control functions. The UV-M C2 variant includes two different role configurations: 1. Command Post 2. Forward Information Support Team (FIST) Workstations in the rear are seats and table for laptop use by two personnel. There is preference for a C2 configuration that permits swift and easy reconfiguration to the FIST role configuration (perhaps by folding tables, sliding seats, or similar). The Command role configuration will also need to have permanently installed HVAC if it is reconfigurable to FIST.
UV-M Command & Control Forward Information Support Team (FIST)	10 - 30 (20 likely)	4 – 5 crew 2-3 dr or 4 dr or 5 dr	N/A	7-10	1.45	1 x AN/PRC 163 VHF/UHF radio 1 x AN/PRC 160 HF/VHF radio 1 Panasonic Toughbook G2 tablet at left seat.	A role configuration of the Command and Control (C2) platform which houses-transport s two <u>10RU cases housing a or three</u> Forward Communications Access Node (FCAN) modules instead of rear workstations. It requires brackets and a system for securely transporting and cushioning FCANs <u>the cases</u> and an HVAC (for cooling the FCANs when <u>they are-it's</u> operating). Reconfiguration to a Command Post is also desirable (i.e., can remove the FCANs and convert to tables and seats).

Released under the Official Information Act 1982

Variant	Approx Qty	Crew & Cab Doors	GVM limit (tonne)	GVM target (tonne)	Payload target (tonne)	Communications / Data*	Comments
UV-M Maintenance Support	5 – 25 (16 likely)	<u>2 - 4</u> crew 4 dr	N/A	7-10	2.01.98	1 x AN/PRC 163 VHF/UHF radio 1 Panasonic Toughbook G2 tablet at left seat.	Forward Repair Team maintenance vehicle, to support light grade and some medium grade repairs. The vehicle will carry light tools, support test and equipment, stand-alone work benches and limited spare parts. The concept is for 'mobile lockers' rather than a 'mobile workshop'. May have extendable awnings to provide covered work areas around the exterior of the vehicle.
UV-M Ambulance (MedEvac)	8 - 22 (12 likely)	<u>3 - 4</u> crew 2 dr	N/A	7-10	1.35	1 x AN/PRC 163 VHF/UHF radio 1 Panasonic Toughbook G2 tablet at left seat. Invsio intercommunication system (INV15696 Intercom 5-User, 4-COM 1-PWR), between cab and rear module.	To conduct Medical Evacuation of personnel from an area of operations with a Medic attending the patients while moving. Two casualties on stretchers or one stretcher and four – eight seated casualties

* This is a summary. Please see Enclosure 4 of Part Two of this RFP for more detail on the C4I requirements.

Released under the Official Information Act 1982

Through Life Support

- 3.1.18 Each prime contractor is also required to offer ongoing support of the vehicles for their expected life of type. The NZDF will negotiate with the successful Respondent(s) with the intent of signing a Through Life Support Contract for the relevant vehicles at the same time as the relevant Acquisition Contract is signed.
- 3.1.19 Potential Through Life Support services include:
- (a) the supply of spares, replacement parts / components / tools;
 - (b) the provision of technical advice/support (phone / e-mail);
 - (c) the provision of updates (including safety issues) and any recommended product improvements;
 - (d) configuration and obsolescence management;
 - (e) heavy maintenance repairs undertaken by the supplier or its designated agent, with potential field repairs for deployable systems; and
 - (f) future (in-service) training.
- 3.1.20 Information on the Support Concept and existing maintenance providers is in the Through Life Support requirements at Enclosure 2 () of Part Two of this RFP.
- 3.1.21 At a minimum for Through Life Support, the Respondent shall be willing to act as a 'design authority' over the life of the vehicle, providing technical support. Beyond that minimum level of support, the Crown prefers a bundled package of support services, whereby a single supplier provides all aspects of support (rather than the NZDF dealing with numerous suppliers). Evaluation weightings favour Proposals that offer a bundled package for Through Life Support, including obsolescence management services. The offered price for such services will also influence the Crown's preferences for the Through Life Support Contract with the successful Respondent(s).

Homologation (New Zealand road use certification)

- 3.1.22 The successful Respondent will be required to provide a "turnkey" solution that enables the Crown and the NZDF to utilise the vehicles immediately from Acceptance under the Acquisition Contract. It will be part of the Respondent's scope of work to obtain all required certifications, registrations and licences from Waka Kotahi, the New Zealand Transport Agency (NZTA), to allow the NZDF to operate the vehicles on New Zealand roads. This includes the requirement for the successful contractor to be responsible for obtaining any waivers/exemptions required for its vehicle.
- 3.1.23 The Respondent should familiarise itself with the New Zealand Land Transport Rules. These can be found at <https://www.nzta.govt.nz/resources/rules/>. There other useful resources on the NZTA website, including fact sheets and entry certification requirements (including the Vehicle Inspection Portal (VIRM)). The rules are wide ranging and in many cases refer to overseas approved standards such as certain UN/ECE Regulations, Australian Design Rules, etc.
- 3.1.24 The Crown will not be providing advice or interpretation of the homologation requirements. However, the Crown acknowledges that some waivers might be required for some aspects and any waivers required would need to be discussed between the Crown and the Respondent either during the due diligence phase or during contract negotiation. The Crown would participate in support of the successful Contractor's submissions to NZTA, rather than leading

that engagement. Respondents may wish to engage support from New Zealand consultants who are familiar with New Zealand legislative requirements and processes.

Training

- 3.1.25 The Crown seeks the capability to conduct all Training independently in New Zealand. This concept is known as 'train-the-trainer' whereby suitably experienced initial trainees are trained to sufficient detail to be able to, themselves, conduct subsequent training on the same topics in the future (see clause 9.2 of the draft Acquisition Contract). The capability to subsequently conduct training in New Zealand requires the delivery of the Training Package that is specified in DID TRA-7.2. Any associated physical training aids that are needed to support this training in New Zealand should be described in the Proposal and included in the Acquisition Pricing Proforma in the line numbered 2.3.2. Associated training aids may include desktop Computer Based Training (CBT), maintenance chassis, vehicle system mock-ups or sectioned equipment. The Acquisition Pricing Proforma seeks the Contract Price for these Contract Deliverables:
- (a) initial Training Courses / Training Services;
 - (b) the Training Package per DID TRA-7.2; and
 - (c) physical training aids (if any).
- 3.1.26 The Crown also seeks prices under the TLS Contract for the ongoing offer of training services, with that Training delivered by the Contractor either in New Zealand (preferred) or overseas. This option allows for supplementation of training resources, allowing for personnel shortages. This pricing information should be included in the TLS Pricing Proforma.
- 3.1.27 The Crown is also interested in simulation as part of the training solution. This might be simulation for operational crews of the vehicles or simulation for maintenance training. The NZDF has existing simulation systems that use the Bohemia Virtual Battlefield Simulator (VBS) 4 simulation environment and simulation solutions that use that same simulation environment would provide support advantages. The pricing for any simulation offered should be included in the Acquisition Pricing Proforma in the Crown Costed Options section.
- 3.1.28 The Crown has additional interest in obtaining bare shells of the vehicle cabs and certain fittings and seats for future incorporation into generic escape/egress trainers. There are two, separate, Crown Costed Options in the Acquisition Pricing Proforma for the supply of:
- (a) Rollover Egress Training Equipment. A bare, 4 door cab structure, painted and containing the installed seats for all crew positions, seat harnesses, doors, door opening mechanisms, steering wheel, steering column and any other internal structure that could impede crew egress from the vehicle. This structure would be subsequently integrated with a rollover mechanism, that is procured from a third party, to turn the structure upside down in order to train the crew in releasing themselves and exiting the vehicle when it is overturned.
 - (b) Underwater Egress Training Equipment. A bare, 2 door, cab structure, painted and containing the installed seat for the driver position, seat harness, doors, door opening mechanisms, steering wheel, steering column, windscreen(s), roof hatches, and any other internal structure that could impede driver egress from the vehicle. This structure would be subsequently integrated with a water tank and an immersion mechanism, which are procured from a third party, to submerge the structure under water in order to train the driver in releasing themselves and exiting the vehicle when under water.

3.2 Pre-Conditions

- 3.2.1 The following conditions are pre-conditions that, if not complied with, will result in a Proposal being set aside by the Crown and not considered further. This may impact on a Respondent's

offered solution and/or with which Suppliers and Subcontractors each Respondent chooses to engage.

3.2.2 All UV-M/L vehicles must:

- (a) be right hand drive and comply with all New Zealand legal requirements for driving on the left side of roads. If right hand drive does not already exist and needs to be developed, the degree of technical and schedule risk will be assessed as part of the RFP evaluation;
- (b) operate on diesel fuel (primary) and F-34 fuel (secondary). The need to deploy these vehicles to operational areas and on disaster relief tasks also requires that the engines can tolerate a range of fuel quality;
- (c) have either a fully automatic transmission or an electronically controlled transmission;
- (d) have a 24-28 volt electrical system to charge the vehicle batteries and radio batteries (if fitted) in accordance with QSTAG 307, MIL-STD-1275 and MIL-STD-461. The alternator must have a stable output suitable for and have no adverse effect on the vehicles' electrical/electronic system and powering and charging of auxiliary equipment and batteries;
- (e) be able ford through a depth of at least 750 mm in salt water; and
- (f) have an enclosed cab with rigid skin and windows.

3.2.3 All variants of the UV-L must be less than six tonne Gross Vehicle Mass (GVM) while carrying the payloads defined in Table 1 - Utility Vehicle Variants. This is to enable them to operate on New Zealand roads with drivers holding a Class I driver's licence.

3.2.4 All variants of the UV-M must have the useable payloads in [Table 1 - Utility Vehicle Variants](#)~~Table 1 - Utility Vehicle Variants~~. There will be a preference for vehicles that have a lower Gross Vehicle Mass (GVM) at these payloads.

3.2.5 UV-M and UV-L, each or in combination if they have largely common components, must have at least 1,000 vehicles in current service with other customers.

3.2.6 Each UV-M/L must be delivered as a complete vehicle by a prime contractor (in each case with respect to the variants that a specific Acquisition Contract covers – there may be more than one contract awarded). Each prime contractor must act as the design authority for the relevant vehicles, and each prime contractor must be responsible for all Contract Deliverables under the Acquisition Contract for those vehicles, which will include publications, support data, safety information, initial Spares and Support and Test Equipment and initial training packages and training course delivery.

3.3 Statement of Requirements

3.3.1 The Crown's requirements set for the Utility Vehicles sub-Project are set out in Part Two of this RFP (Statement of Requirements).

3.3.2 Schedule 7 (Technical requirements) to this Part One includes a description of the required response to the Statement of Requirements.

3.3.3 The Crown is also considering the possible acquisition of one or more of the Crown Costed Options that are identified on the Acquisition Pricing Proforma. The Acquisition Pricing Proforma entries for Crown Costed Options provide the cross-reference to other sections of the RFP where further information on the option is provided. In addition, where the Respondent's solution does not meet any element of the Crown's requirements set out in Part

Two of the RFP (Statement of Requirements), the Respondent is invited, where applicable, to provide a Respondent Costed Option in accordance with paragraphs 2.1.4 to 2.1.6 above that describes how the Respondent could amend its solution to meet the Crown's stated requirement, and the associated impacts of doing so (including price, schedule and technical impacts). To avoid doubt, while the Crown may explore and consider one or more of the Costed Options, the Crown shall not be required to select or procure any or all of the Costed Options.

3.4 Price information

- 3.4.1 Each Respondent's proposed pricing for the Utility Vehicles sub-Project must be submitted in the format described in paragraph 1 of Schedule 5 (Price information) to this Part One, and set out in a completed copy of each Pricing Proforma issued with this RFP. Each Proposal must include the pricing information in relation to the full capability being procured, and must include submission of both the Acquisition Pricing Proforma and the TLS Pricing Proforma, in accordance with Schedule 5 (Price information).
- 3.4.2 The Respondent's proposed schedule of payments and securities for the Acquisition Contract must also be provided in accordance with the requirements set out in Schedule 5 (Price information). The Crown will only pay on achievement of milestones that are calculated based on actual and evidenced significant milestones, and once all pre-conditions to successful achievement of the relevant milestone has been met. The Respondent is to describe in its Proposal how each of its proposed milestones has been calculated and how the values have been reached. It is also to describe the objective evidence it proposes for each such milestone. A material milestone payment must be due on Acceptance by the Crown of each batch of vehicles.
- 3.4.3 Pricing and other information required in response to Schedule 5 (Price information) to this Part One must only be included in the relevant Price Information submission.
- 3.4.4 Each Respondent should submit pricing information in relation to each Crown Costed Option and each Respondent Costed Option applicable to that Respondent (if any), including the whole of life costs of each such Costed Option in the TLS Pricing Proforma, in accordance with Schedule 5 (Price information). The pricing in respect of all Costed Options must be individually and separately identified and priced from the other pricing information. The Crown may explore and consider the Costed Options, but shall not be required to select or procure any or all of the Costed Options.
- 3.4.5 Guidance is provided in this RFP (in Part Two (Statement of Requirements) in particular) as to the importance of the capabilities sought by the Crown. In its completed Pricing Proformas, the Respondent must identify capability cost drivers to enable the Crown (or the NZDF, as the case may require) to make informed decisions. Cost drivers for capability must be individually identified, costed and advised. The Respondent should also advise of any reasonable options for the Crown to consider in order to reduce costs. These should be included as Respondent Costed Options, documenting the potential price reduction available to the Crown if a cost driver requirement is removed or altered.
- 3.4.6 Prices submitted in relation to the Acquisition Contract must be:
- (a) inclusive of all costs associated with providing the Utility Vehicles sub-Project and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Acquisition Contract (including licence fees, royalty payments, all taxes, duties and charges, arranging delivery and customs clearance and the services of representatives (as applicable)); but
 - (b) where the Respondent is not a New Zealand entity, exclusive of any New Zealand tax, duty or charge imposed on the importation of goods into New Zealand, including GST levied on the importation of goods into New Zealand (**Import GST**) based on a DPU Incoterm (2020) at the Acceptance Location approach but as amended by the express

terms set out in the draft Acquisition Contract. Such amounts shall be charged directly to the Crown as described at paragraph 3.4.8 below.

- 3.4.7 The draft Acquisition Contract (as included in Part Three of this RFP) has been drafted on the basis that the Contractor is neither a New Zealand entity, nor an entity registered or required to be registered for GST (itself, or as part of a group) in New Zealand. This is not intended to prevent New Zealand entities from participating in this RFP. Should an entity that is registered for GST in New Zealand be selected as the Preferred Respondent, the Crown will provide alternative GST and import clauses to enable the approach described below. Some amendments to the dispute resolution clause of the draft Acquisition Contract may also be required if the Contractor has a New Zealand base.
- 3.4.8 For the Acquisition Contract, where the successful Respondent is not a New Zealand entity or an entity registered for GST in New Zealand, the Crown will arrange for the successful Respondent to liaise with the Crown's importation agents in relation to the importation of the goods into New Zealand, and, as a result, all New Zealand importation duties and charges and any New Zealand Import GST (as described at paragraph 3.4.6(b) above) will be charged directly by the New Zealand Customs Service to the Crown. This approach is currently the approach provided for in the draft Acquisition Contract.
- 3.4.9 In short:
- (a) where the successful Respondent is neither a New Zealand entity nor an entity registered or required to be registered for GST (itself, or as part of a group) in New Zealand, under the Acquisition Contract all Deliverables will be delivered by the Contractor DPU (Incoterms, 2020) to the Acceptance Location, and the Crown will put the successful Respondent in contact with the Crown's importation agents. In this case, prices will be New Zealand GST inclusive (noting that domestic New Zealand GST should not apply). This approach is currently the approach provided for in the draft Acquisition Contract; and
 - (b) where the successful Respondent is a New Zealand entity or an entity registered or required to be registered for GST (itself, or as part of a group) in New Zealand, the Crown will amend the draft Acquisition Contract so that the Contract Deliverables will all be delivered by the Contractor DDP (Incoterms, 2020) to the Acceptance Location and unloaded by the Contractor, and the Contractor will be responsible for all import processes and duties, including into New Zealand, but all prices will be "plus New Zealand GST, if any". Any New Zealand entity, or entity registered or required to be registered for GST (itself, or as part of a group) in New Zealand, responding to this RFP must price its Proposal on this basis. Any New Zealand GST payable in this case (except Import GST) will be paid to the Contractor on provision of a valid tax invoice provided in accordance with the GST Act and the other terms of the Acquisition Contract. The Acquisition Contract will be amended accordingly if this situation applies.
- 3.4.10 Prices for the Acquisition Contract must be stated in one or more source currencies (i.e., the currency or currencies in which the Respondent would be required to pay its suppliers and subcontractors if awarded the Acquisition Contract), with no contingency for exchange rate fluctuations. The Crown will pay all amounts under the Acquisition Contract in source currencies.
- 3.4.11 It is the Respondent's responsibility to fully familiarise itself with, and to comply with, all New Zealand (and any other relevant jurisdiction) tax laws including, without limitation, obligations arising under the Income Tax Act 2007, the Tax Administration Act 1994, and the Goods and Services Tax Act 1985. The Respondent must include with its Proposal certification that it has fully familiarised itself with tax laws. Such certification must be in the form set out in Schedule 4 (Tax certification) to this Part One.

4. EVALUATION

4.1 Evaluation approach

- 4.1.1 The Crown will establish an evaluation panel with the requisite expertise, knowledge and independence to be able to assess Proposals received in response to this RFP (the **Evaluation Panel**). The Evaluation Panel will include subject matter experts as appropriate.
- 4.1.2 The Evaluation Panel will conduct an initial conformity and compliance check of all Proposals to ensure each Proposal includes all of the Proposal Deliverables, complies in full with all Pre-Conditions and meets all of the mandatory requirements set out in Part Two (Statement of Requirements) of this RFP. In the case of any missing Proposal Deliverable, the Crown may (at its discretion) contact the relevant Respondent and request that the Respondent provide, within two Business Days, any missing Proposal Deliverable. Any Proposal Deliverable provided outside of the two Business Day-period may be destroyed and not considered by the Crown if the Crown considers that there is, or may be, a material prejudice to other Respondents by not doing so. Proposals that are deemed to be non-conforming or non-compliant may, at the Crown's discretion, be set aside or declared invalid, in which case no further consideration will need to be given to that Proposal.
- 4.1.3 The Evaluation Panel will evaluate all Proposals that meet the conformity and compliance check against the Evaluation Criteria, with the overall objective of identifying the Proposal(s) that, alone or together, represent the best Public Value solution over the whole of life of the Utility Vehicle sub-Project (including Through Life Support). The best Public Value Proposal(s) will not necessarily be the Proposal(s) with the lowest price.
- 4.1.4 The Crown's evaluation of Proposals received in accordance with this RFP will involve consideration of each Respondent's ability to complete all key phases (design, build, integration, testing, delivery and Through Life Support), and the associated Public Value for the whole of life of the full Contracted Capability. The Crown may, at its sole discretion, select different Proposals for different elements of the Utility Vehicles sub-Project.
- 4.1.5 The evaluation will then be conducted as follows:
- (a) each Proposal will be split into Acquisition and TLS components for evaluation;
 - (b) evaluation and scoring of the non-price attributes of each component of each Proposal against the applicable non-price Evaluation Criteria (set out in the table at paragraph 4.2) will occur first. This will occur before the price information contained in a Proposal is made available to any non-price evaluators. Evaluation will include individual evaluation and scoring against the applicable Evaluation Criteria, followed by a group moderation step where all individual scores are considered and tested and any required amendments to scores are made. The baseline Proposal will be scored before the Costed Options are considered;
 - (c) an evaluation of the overall Public Value each Proposal offers (in terms of non-price and price attributes) in delivering the required capability will then be undertaken. Again, the baseline will be evaluated before the pricing associated with Costed Options (including the C4I Integration) is considered;
 - (d) the overall evaluation of the Acquisition component and the TLS component of each Proposal (taking into account the above) will be considered, and Proposals will be ranked; and
 - (e) any other information that is required to be taken into account (including as described in paragraphs 5.7 and 5.9) shall then be considered, and ranking of Proposals may change as a result.

- 4.1.6 Should the Crown consider that the Proposals that met the conformity and compliance check do not entirely meet its needs, it may (at its sole discretion) decide to also fully evaluate any non-conforming and/or non-compliant Proposals. Such evaluation will include a full and formal evaluation by the Evaluation Panel (including subject matter experts as appropriate) against the Evaluation Criteria and following the process set out in paragraph 4.1.5. The Crown may elect to pursue this option at its discretion at any time prior to signing an Acquisition Contract for the relevant component with a successful Respondent.
- 4.1.7 Following the evaluation of Proposals, the Crown may select a shortlist of the highest ranked Respondents for the purposes of undertaking risk reduction and/or further due diligence activities with respect to those Proposal shortlisted. The Crown's current expectation is that any shortlist would include two or three Respondents per vehicle type, but the Crown may elect to shortlist more, fewer or no Respondents, depending on the Proposals received and the Crown's needs.
- 4.1.8 The Crown may elect to enter into direct contract negotiations with one or more Respondents who submitted the Proposal(s) that the Crown evaluates to be the preferred Proposal(s). The Crown may elect to enter into contract negotiations with only one or more than one Preferred Respondent. Selection of a Preferred Respondent or Respondents will not constitute acceptance by the Crown of any Proposal or imply or create any obligation on the Crown to enter into negotiations with any Preferred Respondent or award any Acquisition Contract to any Preferred Respondent or on the NZDF to enter into negotiations with any particular Respondent or to award a TLS Contract to any particular Respondent.
- 4.1.9 If the Crown proceeds directly to negotiation with one or more Preferred Respondents:
- (a) each Preferred Respondent will be notified of its status and the expected timeframe for negotiations; and
 - (b) each other Respondent will be notified either that:
 - (i) its Proposal has not been selected; or
 - (ii) it has been shortlisted but not preferred at this stage and may be asked to extend the Proposal Validity Period for its Proposal, so that it remains open for the period of the negotiation.
- 4.1.10 As part of negotiations, a Respondent may be asked to clarify, improve or consolidate any of the technical, commercial, legal, financial or operational aspects of its Proposal. However, contract negotiations will not be a further opportunity for the Preferred Respondent or Respondents to submit a materially different Proposal from that originally submitted.
- 4.1.11 The Statement of Requirements in Part Two of this RFP, the draft Acquisition Contract in Part Three of this RFP, together with the Proposal submitted by the Preferred Respondent(s) (as clarified, if applicable), will provide a basis for contract negotiations in relation to the Acquisition Contract. The TLS elements of the Statement of Requirements in Part Two of this RFP, the draft TLS Contract in Part Three of this RFP together with the Proposal submitted by the Preferred Respondent(s) (as clarified, if applicable), will provide a basis for contract negotiations in relation to the TLS Contract.
- 4.1.12 If agreement is reached on the form of the Acquisition Contract with a Preferred Respondent, the Crown intends to enter into a contract with that Respondent, which will be a fixed firm price contract under which that Respondent will perform and deliver the relevant components of the Utility Vehicles sub-Project. The Crown may decide to enter into more than one Acquisition Contract, with each Acquisition Contract being a fixed firm price contract under which the successful Respondent will deliver a component of the Utility Vehicles sub-Project.
- 4.1.13 If agreement is reached on the form of the TLS Contract with the Preferred Respondent (or its approved support organisation) for a component of the Utility Vehicles sub-Project, the NZDF

(or its maintenance organisation) intends to enter into a TLS Contract with that Respondent, under which that organisation will provide the Through Life Support for the relevant component of the Contracted Capability.

4.2 Evaluation Criteria

Evaluation Criteria – Acquisition		Weighting
Commercial Factors	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • schedule (availability); • competence and capacity (resources); • track record; • financial viability; • robustness of the Respondent's (and potentially Subcontractors') internal processes including project management and quality processes; and • commercial arrangements and contractual suitability including warranty terms. 	20%
Non-developmental	<p>This criterion will include evaluation of the level of development risk associated with the offered solution.</p>	10%
Design Merit	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • compliance with Technical Requirements; • crew situational awareness; • driving visibility; • communication between the front and rear; • Electromagnetic Interference (EMI) resistance; • redundancy in design; • towing volumes; • equipment (including spare wheel, winch); • crew space (ergonomics, ingress/egress and stowage); and • fuel efficiency. 	35%
Variants Design and future growth	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • SWAP-C; • open architecture; • Command and Control layout (internal or external workstations); • ambulance ergonomics; • power/current; • battery capacity; • avoidance of DC-DC converters; and • future growth reserves. 	15%
Operational Flexibility	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • ability to perform a range of tasks; • reconfigurability • mobility; • road trafficability; • fording depth; • passenger carriage • deck height; • stowage 	20%

Evaluation Criteria – Acquisition		Weighting
	<ul style="list-style-type: none"> • role equipment • towing capacity; and • climate range. 	

Evaluation Criteria – Through Life Support		Weighting
TLS Services	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • standing support; • on-call support; • Spares • additional (new) codification; • documentation updates; • technical support; and • upgrades. 	30%
ILS Package	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • Training System; • quality of Training Material; • documentation / publications; • scope of technical data; • simulators; and • maintenance chassis. 	15%
Configuration and Obsolescence Management	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • configuration management; • OEM's accountability; • futureproofing; • modularity; • development pathway – longevity of design; and • likelihood of further customers. 	20%
Reliability and Maximum Platform Availability	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • performance targets; • maintainability; • hours to perform tasks; • access; • maintenance frequency; • reliability and durability; and • synergy with existing NZDF ST&E. 	20%
Robustness of Supply Chain Design & Technical Support Design	<p>This criterion will include evaluation of:</p> <ul style="list-style-type: none"> • value chain (maximised value-add touchpoints, minimised waste / cost); • working with partners; • New Zealand presence (or understanding the New Zealand environment); • widespread military use (safety in numbers); • user groups; • technical bulletins; and • day-to-day Communications. 	15%

Respondents should note that the examples included for each criterion are guides only and should not be considered to be exhaustive.

- 4.2.1 C4I Proposals (per the response to DID PROJ-1.11) will be a separate area of assessment. The Crown will have preference for C4I Proposals that cover the full scope outlined in DID PROJ-1.11 and provide a level of confidence in the proposed approach. The assessment of the C4I Proposal assessment will be contrasted with the weighted scores assessed for the Acquisition and TLS elements.
- 4.2.2 While Public Value is not a weighted criterion, it forms an important part of the Crown's assessment as to whether a Proposal is affordable for the Utility Vehicles sub-Project, as well as whether the overall solution being offered in that Proposal offers the best Public Value to the Crown across the life of the vehicle solutions. Therefore, Public Value (including pricing, risk assessment, WOLC and Broader Outcomes considerations) for each of the Acquisition element and the TLS element will be assessed as an independent attribute as part of the evaluation process. If a Proposal is assessed by the Crown as being unaffordable, the Crown may remove that Proposal from further consideration.
- 4.2.3 Where the score for a Proposal any criterion or sub criterion is less than 35% of the total score available for that criterion, the Crown may at its sole discretion remove that Proposal from further consideration.
- 4.2.4 The Crown shall also take into account the matters set out in paragraph 5.9.3 and paragraph 5.9.4 in conducting its evaluation. A perceived inability to enter into a contract on terms acceptable to the Crown, and within a timeframe acceptable to the Crown, may result in a Proposal being put aside at the Crown's sole discretion.

4.3 **Verifying price**

- 4.3.1 If a Respondent offers a price that is substantially lower than other Proposals (known as an abnormally low bid), the Crown may seek to verify with the Respondent that the Respondent is capable of fully delivering the Utility Vehicles sub-Project for the price submitted.

4.4 **Due diligence**

- 4.4.1 The Crown reserves the right to conduct due diligence visits (virtually and/or in person) to any or all of a Respondent's (and potentially any subcontractor's) registered offices and/or principal places of business (whether or not the Crown compiles a shortlist of Respondents). Such due diligence will be for the purposes of assessing the Respondent's (and any subcontractor's) ability to meet the requirements of the Utility Vehicles sub-Project, and to assess compliance with the New Zealand Government's Supplier Code of Conduct. Such due diligence activities may be conducted with respect to some or all Proposals submitted, at the discretion of the Crown. If the COVID-19 situation persists, it is anticipated that some due diligence may be required to be conducted via the MS Teams platform or similar video conferencing tool.
- 4.4.2 Where the Crown exercises the right to make due diligence visits (or undertake virtual due diligence meetings), the Respondent (or any subcontractor) to whom such visits are made or with whom such meetings are held must provide the Crown with access to such relevant information and personnel as the Crown reasonably requires.
- 4.4.3 The Crown also reserves the right to contact any one or more of the referees provided by a Respondent (as required by Schedule 2 to this Part One of the RFP). If the Crown exercises this right, the Respondent will not be entitled to attend any meetings or participate in any teleconference or video conference between the Crown and the referee or to receive minutes or any other information from any such meetings. The Respondent authorises the Crown and such referees to discuss the Respondent's prior performance.
- 4.4.4 Where due diligence is carried out by the Crown in accordance with this paragraph 4.4, the information obtained by the Crown will be taken into account in the evaluation process.

4.5 **Notification of outcome**

4.5.1 Following the award of an Acquisition Contract in relation to this RFP (if any), the Crown will publish a notice on the Government Electronic Tenders Service (GETS) that contains the following information:

- (a) the name and address of the successful supplier;
- (b) a brief description of the project and procurement process;
- (c) the date the Acquisition Contract was awarded; and
- (d) if the Crown so elects, either the government approved budget for the Protected Mobility Capability Project as a whole or the highest and lowest prices offered in response to this RFP (at the Crown's discretion).

Released under the Official Information Act 1982

5. CONDITIONS OF PROPOSAL

Standard RFP process

5.1 Preparing a Proposal

- 5.1.1 Each Respondent is to complete and submit each of the Proposal Deliverables described in Schedules 1 to 8 of this Part One (Instructions and Conditions of Proposal) and include all other information requested by the Crown in this RFP.
- 5.1.2 By submitting a Proposal, the Respondent accepts that it is bound by the Conditions of Proposal contained in this section 5.
- 5.1.3 Each Respondent must:
- (a) examine the RFP and any documents referenced in the RFP and any other information provided by the Crown;
 - (b) consider all risks, contingencies and other circumstances relating to the delivery of the Utility Vehicles sub-Project and include adequate provision in its Proposal to manage such risks and contingencies;
 - (c) document in its Proposal all assumptions and qualifications made about the delivery of the Utility Vehicles sub-Project, including any assumption that the Crown or a third party will deliver any aspect of the Utility Vehicles sub-Project or incur any cost related to the delivery of the Utility Vehicles sub-Project;
 - (d) if appropriate, obtain independent advice before submitting a Proposal; and
 - (e) satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- 5.1.4 Each Respondent that prepares and submits a Proposal does so based on the Respondent's acknowledgment and agreement that:
- (a) the Crown makes no representations or warranties that the information in this RFP or any information communicated or provided to the Respondent during the RFP process is, or will be, accurate, current or complete;
 - (b) it does not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these terms other than as expressly stated by the Crown in writing;
 - (c) it has relied entirely upon its own enquiries and inspection in respect of the subject of its Proposal and has obtained all information necessary for the preparation of its Proposal and the provision of the Contract Deliverables prior to submitting its Proposal. Any successful Proposal will be deemed to include all costs and expenses for provision of all required Contract Deliverables, and no claim will be accepted by the Crown on the grounds of want of knowledge by the Respondent at the time of submitting its Proposal;
 - (d) it is aware of its obligations under the Commerce Act 1986, and the Crown's requirement that the Respondent has not and does not engage in any conduct that could be considered by the Crown to be anti-competitive, competition-reducing or act as a barrier to any other party to participation in the RFP;

- (e) it is aware of the Fair Trading Act 1986 and Part 6 of the Crimes Act 1961 under which giving false or misleading information is a serious offence;
- (f) it is aware of the impact of the Public Audit Act 2001 on its participation in the RFP and any resultant contract; and
- (g) it is aware that the Crown may have obligations under the Official Information Act 1982 and other public accountability requirements, and understands the impact of these on its participation in this RFP process and any resultant contract.

5.2 Proposal Validity Period

- 5.2.1 Each Proposal must remain valid and open for acceptance by the Crown for the Proposal Validity Period.

5.3 Respondents' deadline for questions

- 5.3.1 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), the Respondent should seek clarification before the deadline for questions specified in paragraph 1.3 of this Part One.
- 5.3.2 All requests for clarification must be made by email to the Crown's Contact Officer. The Crown will endeavour to respond to requests in a timely manner, but in any event no later than the deadline for the Crown to answer Respondents' questions specified in paragraph 1.3 of this Part One.
- 5.3.3 If the Crown 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 Crown may summarise the Respondent's question and will endeavour not to disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to known participating Respondents. A Respondent may withdraw a request at any time prior to it being answered.
- 5.3.4 In submitting its question or request for clarification, the Respondent may indicate any information that it considers to be commercially sensitive. The Crown may modify a question or request for clarification to eliminate commercially sensitive information, and publish that modified question/request and response where the Crown considers it to be of relevance to all Respondents. In any event, the Crown will be the sole judge of whether an enquiry or the response constitutes commercially sensitive information, and the sole judge of whether or not an enquiry and response should be disclosed to other potential Respondents.

5.4 Submitting a Proposal

- 5.4.1 Each Respondent is responsible for ensuring that its Proposal is received by the Crown at the correct email address on or before the Proposal Closing Time.

- 5.4.2 The Crown is not under any obligation to check any Proposal for errors and is entitled 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 Crown, each Respondent undertakes that all information it provides to the Crown:

- (a) is true, accurate and complete, and not misleading in any material respect; and
- (b) does not contain Intellectual Property that will breach a third party's rights.

Acceptance by the Crown of a Proposal that contains errors will not invalidate any contract formed by, or on the basis of, that acceptance.

- 5.4.3 The Respondent undertakes to promptly advise the Contact Officer of any change in circumstances that causes any information contained in its Proposal to become inaccurate or misleading in a material respect.

5.5 Meetings

- 5.5.1 Any meetings to be held in connection with this RFP will be held at the Crown's premises (or other premises nominated by the Crown) in Wellington, New Zealand unless otherwise agreed in writing. Attendance at all meetings by the Respondent will be at the Respondent's own expense. If face to face meetings are not able to occur then a Microsoft Teams Meeting or similar platform may be offered by the Crown.

5.6 Evaluation Panel

- 5.6.1 The Crown will convene an Evaluation Panel comprising members chosen for their relevant expertise and experience.
- 5.6.2 The Crown may use third parties to assist it in evaluating Proposals as required.

5.7 Third party information

- 5.7.1 Each Respondent authorises the Crown 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.
- 5.7.2 Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- 5.7.3 To facilitate discussions between the Crown and third parties, each Respondent waives any confidentiality and privacy obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

5.8 Crown's clarification

- 5.8.1 The Crown may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Crown is not required to request the same clarification or information from each Respondent.
- 5.8.2 The Respondent must provide the clarification or additional information in the format and timeframe requested by the Crown.
- 5.8.3 There is no obligation on the Crown to take into account additional information provided by a Respondent in response to a request for additional information. However, the Crown may take such clarification or additional information into account in evaluating the Proposal.
- 5.8.4 Where the Crown considers that a Respondent has failed to respond adequately or within a reasonable time to a request for clarification or additional information, the Crown may cease evaluating that Respondent's Proposal and may eliminate the Proposal from the RFP process, in each case at the Crown's sole discretion.

5.9 Evaluation

- 5.9.1 The Crown will base its initial evaluation on the Proposals submitted in response to the RFP. The Crown may adjust its evaluation of a Proposal following consideration of any clarification or additional information or BAFO process.

5.9.2 The Crown may, at its sole discretion:

- (a) conduct site visits and/or inspect any facilities and/or equipment of any Respondent and/or its proposed subcontractors, at reasonable times as part of the evaluation process;
- (b) consider additional information related to any Evaluation Criteria;
- (c) consider material submitted in response to one Evaluation Criterion in the evaluation of any other criterion; and
- (d) subject to its intellectual property and any Commercial-in-Confidence obligations, use material submitted by the Respondent in other procurement processes conducted by the Crown, or information obtained by or provided to the Crown in connection with any government to government channels, for purposes consistent with the Crown's procurement objectives.

5.9.3 In deciding which Respondent(s) to shortlist and/or negotiate with, the Crown will take into account the results of the evaluations of each Proposal in accordance with section 4 of this Part One as well as each Respondent's:

- (a) understanding of the Crown's Statement of Requirements;
- (b) assessed capability to fully deliver the Utility Vehicles sub-Project or the relevant component of it; and
- (c) willingness to meet the terms and conditions and principles of the draft Contracts.

5.9.4 In deciding which Respondent(s) to shortlist and/or negotiate with, the Crown may take into account any of the following additional information:

- (a) the results from reference checks, site visits/virtual meetings and any other due diligence;
- (b) the ease of contracting with a Respondent based on that Respondent's feedback on the draft Contracts;
- (c) any matter that materially impacts on the Crown's trust and confidence in the Respondent; and
- (d) any other relevant information that the Crown may have in its possession.

5.9.5 An overarching consideration for the Crown in evaluating Proposals is to ensure its requirements are met in the most effective and timely manner so as to achieve the best Public Value, taking into account the whole of life costs and all the risks relating to the delivery of the Utility Vehicles sub-Project. The best Public Value Proposal will not necessarily be the Proposal with the lowest price.

5.9.6 The Crown will inform a Respondent if it has been shortlisted (where shortlisting occurs). Being shortlisted does not constitute acceptance by the Crown of the Respondent's Proposal, or imply or create any obligation on the Crown to enter into negotiations with, or award a contract for delivery of all or any part of the Utility Vehicles sub-Project to any shortlisted Respondent(s). At the shortlisting stage (where there is a shortlist), the Crown may or may not make the shortlist public (at its discretion).

5.9.7 The Crown is not bound to shortlist or negotiate with any Respondent.

5.10 Negotiations

- 5.10.1 The Crown may invite a Respondent to enter into negotiations with a view to agreeing a contract in relation to the full, or a component of the, Utility Vehicles sub-Project. Where the outcome is unsatisfactory, the Crown may discontinue negotiations with a Respondent in relation to that component and may then initiate negotiations with another Respondent, or with other suppliers either by re-issuing a similar RFP or RFT, or through direct discussions.
- 5.10.2 The Crown may initiate negotiations with more than one Respondent in relation to different components of the Utility Vehicles sub-Project, without necessarily providing any notification of the same.
- 5.10.3 The Crown may initiate concurrent negotiations with more than one Respondent in relation to the same component of the Utility Vehicles sub-Project. In such case, the Crown will treat each Respondent fairly, and:
- (a) advise each Respondent that it wishes to negotiate with, that concurrent negotiations will be carried out; and
 - (b) hold separate negotiation meetings with each Respondent.
- 5.10.4 Each Respondent agrees that any legally binding contract entered into between the Respondent and the Crown will be essentially in the form set out in Part Three of this RFP and that any legally binding contract entered into between the Respondent (or its nominated support organisation) and the NZDF with respect to the TLS scope of work will be essentially in the form set out in Part Three of this RFP. Negotiations do not constitute an acceptance of any sort by the Crown or the NZDF or imply or create an obligation of the Crown or the NZDF to award any contract to that Respondent.
- 5.10.5 The Crown and the NZDF may use third parties to negotiate with Respondents as required.

5.11 Respondent's debrief

- 5.11.1 The Crown will offer a debrief to all unsuccessful Respondents. Each Respondent will have 20 Business Days from the date of the Crown's offer to request a debrief. When a Respondent requests a debrief, the Crown will provide the debrief within 30 Business Days of the date of the request, or of the date the Acquisition Contract has been signed or the procurement has been formally cancelled (if applicable), whichever is later.
- 5.11.2 The debrief may be provided by the Crown by letter, email, phone or at a meeting in Wellington, New Zealand. The debrief will:
- (a) provide the reasons why the Proposal was not successful;
 - (b) explain how the Proposal performed against the Evaluation Criteria;
 - (c) indicate the Proposal's relative strengths and weaknesses;
 - (d) seek to address any concerns or questions from the Respondent; and
 - (e) seek feedback from the Respondent on the RFP and the RFP process.
- 5.11.3 No express comparison with any other Proposal or Respondent will be made; however, the debrief may provide, in general terms, an explanation of the relative advantage(s) of the successful Proposal.
- 5.11.4 Each Respondent shall meet its own costs associated with any debrief.

- 5.11.5 If a probity auditor is appointed for the project, the probity auditor may also make contact with each Respondent separately to discuss the RFP process with them.

5.12 Notification of outcome

- 5.12.1 Following the award of an Acquisition Contract in relation to this RFP (if any), the Crown will publish a contract award notice on GETS. The Crown may make public the name of the successful Respondent and any unsuccessful Respondent(s).

5.13 Issues and complaints

- 5.13.1 A Respondent may, in good faith, raise with the Crown any issue or complaint about the RFP (including any interpretation or inconsistency issues), or about the RFP process. Any such issue or complaint shall be lodged in writing with the Contact Officer.
- 5.13.2 The Crown will consider and respond promptly and impartially to the Respondent's issue or complaint.
- 5.13.3 Both the Crown and Respondent agree to act reasonably and use reasonable endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- 5.13.4 The fact that a Respondent has raised an issue or complaint is not to be used by the Crown to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.
- 5.13.5 Paragraph 5.3 applies with respect to any such issue or complaint, where the Crown considers the issue or complaint is of general application to the RFP or all Respondents.

Standard RFP conditions

5.14 Crown's Contact Officer

- 5.14.1 All enquiries regarding the RFP must be directed by email to the Crown's Contact Officer. Respondents must not directly or indirectly approach any representative of the Crown, or any other person, to solicit information concerning any aspect of the RFP. Unauthorised contact with any Crown or NZDF person other than the Contact Officer may result in the Respondent being disqualified from further participation in the RFP process at the Crown's sole discretion.
- 5.14.2 Only the Contact Officer, and any authorised senior officeholder of the Crown, is authorised to communicate with Respondents regarding any aspect of the RFP. The Crown will not be bound by any statement made by any other person.
- 5.14.3 The Crown may change the Contact Officer at any time. The Crown will notify Respondents of any such change. This notification may be posted on GETS or sent directly by email to the relevant Respondents or known prospective Respondents.
- 5.14.4 Where a Respondent has an existing contract with the Crown, 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 Crown, solicit information or discuss aspects of the RFP.

5.15 Conflict of interest

- 5.15.1 Each Respondent must complete and submit as part of its Proposal the declaration in Schedule 1 to this Part One, which includes a conflict of interest declaration. A conflict of interest may include being a member of the Crown or the NZDF or having a close relationship with a person who is a member of the Crown or the NZDF.

- 5.15.2 Each Respondent must immediately inform the Crown should a conflict of interest arise during the RFP process, including after submission of its Proposal but prior to contract award. A material conflict of interest may result in the Respondent being disqualified from participating further in the RFP process.
- 5.15.3 If a Respondent fails to notify the Crown of a conflict of interest or is unable or unwilling to resolve or deal with the conflict as required by the Crown, the Respondent may be disqualified from participating further in the RFP process.

5.16 Ethics

- 5.16.1 Each Respondent must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Crown in relation to the RFP.
- 5.16.2 Each Respondent must not seek or accept assistance from any current employees of the Crown or the NZDF, or any contractors or consultants to the Crown or the NZDF, in each case engaged on the Protected Mobility Capability -Project, or utilise any information unlawfully obtained from the Crown (including in breach of an obligation of confidentiality) in the preparation of their Proposals.
- 5.16.3 Each Respondent must not engage in professionally inappropriate behaviour. This includes actions that could result in a potential competitor being dissuaded from participating in this RFP due to other relationships with the Respondent being leveraged to prevent such participation.
- 5.16.4 If any Respondent attempts to do, or the Crown has reason to believe it has attempted to do, anything prohibited by paragraphs 5.14.1, 5.14.4, 5.16.1, 5.16.2 or 5.16.3, that Respondent may be disqualified by the Crown (at its sole discretion) from participating further in the RFP process.
- 5.16.5 The Crown 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.

5.17 Anti-collusion and bid rigging

- 5.17.1 Each Respondent must not engage in collusive, deceptive or improper conduct in the preparation of its Proposal or other submissions or in any discussions or negotiations with the Crown. Such behaviour may result in the Respondent being disqualified from participating further in the RFP process, and could result in that Respondent being excluded from participation in future procurements run by the Crown or the NZDF. In submitting a Proposal, the Respondent warrants that its Proposal has not been prepared in collusion with a competitor and nor has the Respondent (or any of its constituent members) acted in a way that could be considered by the Crown to constitute anti-competitive behaviour or professionally inappropriate behaviour.
- 5.17.2 The Crown reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by a Respondent to the appropriate authority and to give that authority all relevant information, including a Respondent's Proposal, and the Crown reserves the right to pursue other remedies available against a Respondent that the Crown reasonably believes has engaged in such conduct under any applicable law.

5.18 Confidential Information

- 5.18.1 The Crown and each Respondent will each take reasonable steps to protect Confidential Information of the other and, subject to paragraphs 5.18.2, 5.18.3 and 5.18.4 below, and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information of the other to a third party without the other's prior written consent.

- 5.18.2 The Crown and each Respondent may each disclose Confidential Information of the other 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.
- 5.18.3 The Crown may disclose Confidential Information (excepting price information) contained in a Proposal to the Governments of Australia, Canada, the United Kingdom and/or the United States of America if such information is requested by those governments. If Confidential Information is disclosed to overseas Governments under this paragraph 5.18.3, it will be done so on a confidential basis.
- 5.18.4 Each Respondent acknowledges that the Crown's obligations under paragraph 5.18.1 above are subject to requirements imposed on the Crown by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention and any other obligations imposed by law. The Crown will not be in breach of its obligations if Confidential Information is disclosed by the Crown to the appropriate authority because of suspected collusive or anti-competitive behaviour. Where the Crown receives an OIA request that relates to the Respondent's Confidential Information, the Crown 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, but nothing in this RFP will prevent the Crown from complying with its obligations under the OIA, parliamentary and constitutional convention and any other obligations implied by law.
- 5.18.5 By submitting a Proposal, the Respondent authorises the Crown to collect and use any information in respect of the Respondent and the parties named in its Proposal. The Respondent (and such parties) may require the Crown to update or correct that information.

5.19 Confidentiality of RFP information

- 5.19.1 The Respondent agrees to keep any information provided in relation to the RFP that is not publicly available strictly confidential at all times, including beyond the conclusion of the RFP process.
- 5.19.2 A Respondent may disclose any confidential RFP information to any person described in paragraph 5.18.2 above 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.
- 5.19.3 The Respondent agrees not to make any public statement, advertisement or announcement to any third party in relation to any aspect of the RFP, the RFP process or the award of any contract without the Crown's prior written consent.

5.20 Costs of participating in the RFP process

- 5.20.1 Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal (including attending any industry days, briefings, site visits, presentations or meetings) and any negotiations and no such costs will be included in or attributed to the price, nor will the Respondent recover, or attempt to recover, such costs from the Crown or any other party in any other manner.

5.21 Ownership of documents

- 5.21.1 The RFP and its contents remain the property of the Crown. All Intellectual Property rights in the RFP remain the property of the Crown or its licensors. The Crown may request the immediate return or destruction of any or all RFP documents and any copies. Each Respondent must comply with any such request in a timely manner.

5.21.2 All documents forming the Proposal will, when delivered to the Crown, become the property of the Crown. Proposals will not be returned to Respondents at the end of the RFP process and may be retained or destroyed by the Crown at the Crown's sole discretion.

5.21.3 Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Crown a non-exclusive, perpetual, royalty-free licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process and all such purposes contemplated in this RFP.

5.22 No binding legal relations

5.22.1 Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Crown and any Respondent, except in respect of:

- (a) the Respondent's declaration in its Proposal;
- (b) the Proposal Validity Period;
- (c) the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Crown; and
- (d) the standard RFP conditions set out in paragraphs 5.14 to 5.27.

5.22.2 Each exception in paragraph 5.22.1 above is subject only to the Crown's reserved rights in paragraph 5.24.

5.22.3 Except for the legal obligations set out in paragraph 5.22.1 above, no legal relationship is formed between the Crown and any Respondent unless and until an Acquisition Contract is entered into between those parties, at which time the only legal relationship between the Crown and the successful Respondent is as set out in the Acquisition Contract. No legal relationship is formed between the NZDF and any Respondent (or its support organisation) unless and until a TLS Contract is entered into between those parties, at which time the only legal relationship between the relevant parties is as set out in the TLS Contract.

5.23 Elimination

5.23.1 The Crown may exclude a Respondent from participating in the RFP if the Crown has evidence of any of the following, and this is considered by the Crown to be material to the RFP:

- (a) the Respondent has acted in breach of any of paragraphs 5.14 to 5.27;
- (b) the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP;
- (c) the Respondent has failed to meet any security requirements or restrictions;
- (d) the Proposal contains a material error, omission or inaccuracy;
- (e) the Respondent is in bankruptcy, receivership or liquidation or suffers from an insolvency administration;
- (f) the Respondent has made a false declaration;
- (g) there is a serious performance issue in a historic or current contract delivered by the Respondent;

- (h) the Respondent has been convicted of a serious crime or offence;
- (i) there is professional misconduct or an act or omission on the part of the Respondent that adversely reflects on the integrity of the Respondent, in the opinion of the Crown;
- (j) the Respondent has failed to pay taxes, duties or other levies;
- (k) the Respondent represents a threat to national security or the confidentiality of sensitive government information;
- (l) the Respondent is a person or organisation designated as a terrorist by New Zealand Police or any other Crown organisation permitted to validly make such designations;
- (m) serious and credible allegations of human rights violations by the Respondent or any person or party in the Respondent's group or supply chain; and/or
- (n) any matter that materially diminishes the Crown's trust and confidence in the Respondent or its proposed solution.

5.24 Crown's additional rights

5.24.1 Despite any other provision in the RFP the Crown may, on giving due notice to Respondents:

- (a) amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP; and/or
- (b) make any material change to the RFP (including any change to the timeline, Statement of Requirements or evaluation approach) provided that Respondents are given a reasonable time within which to respond to the change.

5.24.2 Despite any other provision in the RFP, the Crown may:

- (a) change any date in this RFP process;
- (b) permit any person to participate in the RFP process, prior to the Proposal Closing Time;
- (c) answer a question submitted after the deadline for questions;
- (d) accept a late Proposal;
- (e) exclude any person from participation in the RFP process due to Government policy or direction, security or operational requirements or otherwise;
- (f) not respond to any enquiry if at any time any required security clearances have not been granted to, or are revoked in respect of, the enquiring Respondent or any of its representatives;
- (g) not deal any further with any Respondent if any security requirements or restrictions are not, are no longer, or have not been, met or observed at any time by that Respondent or by any of its respective representatives;
- (h) restrict or deny the supply of, or access to, any Crown or NZDF site or other property or any of the Crown's or the NZDF's personnel, information or property to any person;
- (i) accept or reject any Proposal, or part of any Proposal;
- (j) accept or reject any non-affordable, non-compliant, non-conforming or alternative Proposal;

- (k) without limiting paragraph 5.23.1, eliminate any Respondent from participating further in the RFP process for any reason;
- (l) decide not to accept the lowest priced conforming Proposal;
- (m) decide not to enter into a contract with any Respondent;
- (n) liaise or negotiate with any supplier at any time, without disclosing this to, or doing the same with, any Respondent;
- (o) decide not to proceed to contract negotiation with any of the Respondents;
- (p) 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 or security reasons;
- (q) amend the draft Acquisition Contract or the draft TLS Contract at any time, including during negotiations;
- (r) re-advertise this RFP;
- (s) cancel this RFP process or the Utility Vehicles sub-Project at any time;
- (t) have any of the Crown's personnel view and inspect any premises and other facilities and equipment of any Respondent, and of the proposed subcontractors of the Respondent, at reasonable times as part of the process of assessing the Respondent's ability (including risk assessment) to meet the Crown's criteria set out in this RFP;
- (u) select one or more Respondents and invite such Respondents to participate in a closed BAFO;
- (v) seek clarification of any aspect of information provided in a Proposal (and require the Respondent to revise its Proposal to reflect such clarifications), and to seek further information from any party, but the Crown is not required to seek such clarification or further information;
- (w) deal separately with any of the elements of the service and/or product, unless the RFP specifically states that those elements shall be taken collectively;
- (x) waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so;
- (y) not give reasons for any rejection, failure or otherwise of any Respondent or Proposal, or any suspension or cancellation of this RFP process; and/or
- (z) otherwise run this RFP process as it sees fit.

5.24.3 For the avoidance of doubt, the Crown reserves all rights it may have against each Respondent for any false, misleading or deceptive conduct.

5.24.4 With regard to the Crown's additional rights set out in paragraphs 5.24.1 and 5.24.2 above, such rights are to be construed in accordance with the widest possible interpretation, notwithstanding any examples included in those paragraphs.

5.24.5 For the avoidance of doubt, the Crown is not bound to shortlist or to negotiate with any Respondent, and issue of this RFP does not legally oblige or otherwise commit the Crown to

proceed with or follow the process outlined in this RFP, or to evaluate any particular Respondent's Proposal.

5.25 **New Zealand law**

5.25.1 The laws of New Zealand will 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.

5.26 **Disclaimer**

5.26.1 Neither the Crown nor any of its agents, representatives or advisers will be liable in contract, tort (including negligence), 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.

5.26.2 Nothing contained or implied in the RFP, or RFP process, or any other communication by the Crown to any Respondent will be construed as legal, financial or other advice. The Crown has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.

5.26.3 To the extent that liability cannot be excluded, the maximum aggregate liability of the Crown, its agents and advisers is \$1.

5.26.4 This RFP process affects no executive or prerogative power or right, or any immunity, of either the Crown or the NZDF.

5.27 **Precedence**

5.27.1 Any conflict or inconsistency in the RFP will be resolved by giving precedence in the following descending order:

- (a) section 5 of this Part One;
- (b) all other sections and Parts of this RFP document; and
- (c) any additional information or documentation provided by the Crown to Respondents through the Crown's Contact Officer or GETS, unless in providing such information the Crown expressly notes that the information will have a different level of precedence.

5.27.2 If there is any conflict or inconsistency between information or documents having the same level of precedence, the later information or document will prevail.

6. GLOSSARY

Terms capitalised in the RFP but not defined in this Glossary (or the relevant Glossary applicable to each part of the SOR) have the meanings given to them in the Acquisition Contract at Part Three of this RFP. Annex F of the Statement of Requirements at Part Two of this RFP provides further definitions relating to the requirements.

Abbreviation	Description
BAFO	Best and Final Offer
C4I	Command, Control, Communications, Computers and Intelligence
F-34	a military kerosene-type aviation turbine fuel
GETS	Government Electronic Tenders Service
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Materiel (includes GFE and GFI - see definition in the Acquisition Contract)
ILS	Integrated Logistics Support
NZTA	Waka Kotahi, the New Zealand Transport Agency
NZDF	New Zealand Defence Force
RFP	Request for Proposal
ROPS	Roll Over Protection Structure
SOR	Statement of Requirements
SWAP-C	Space, Weight And Power + Cooling
TLS	Through Life Support
TLSC	Through Life Support Contract
UV-L	Utility Vehicles – Light
UV-M	Utility Vehicles - Medium
UV-M/L	The UV-M and the UV-L together

Term	Definition
Acquisition Contract	means the form of acquisition contract, set out in draft in Part Three to this RFP, that the Crown will require any successful Respondent to sign in relation to the acquisition element of the Project.

Term	Definition
Acquisition Contractual Compliance Matrix	means the statement of compliance with respect to the draft Acquisition Contract to be completed by the Respondent and provided as part of its Proposal.
Acquisition Pricing Proforma	means the pricing proforma issued with this RFP that is to be completed and submitted by each Respondent, in accordance with the instructions set out in Schedule 5 (Price information) to this Part One, in relation to the Acquisition element of the Utility Vehicles sub-Project.
Acquisition SOR Compliance Matrix	means the statement of compliance with respect to Enclosure 1 of Part Two (the Acquisition SOR) to be completed by the Respondent and provided as part of its Proposal. The Acquisition SOR Compliance Matrix document is a copy of the Acquisition SOR spreadsheet, as completed by the Respondent by adding the required information to the columns headed "RFP Response", "Does not comply", "Complies with Threshold" and/or "Exceeds Threshold". An Excel spreadsheet that forms part of this RFP.
Broader Outcomes	means the secondary benefits that are generated due to the way goods, services or works are procured or delivered. They include economic, environmental, social and cultural outcomes. More information is available at www.procurement.govt.nz .
Business Day	means a day that is a business day for a trading bank in Wellington, New Zealand (excluding Saturdays, Sundays and public holidays in Wellington, New Zealand and excluding the period from 23 December until 5 January (inclusive) in any year) and runs from 8.30am until 4.30pm.
Compliance Matrix	means each Contractual Compliance Matrix and each SOR Compliance Matrix.
Complies and Complies with Threshold	<p>in relation to a Respondent's statement of compliance means:</p> <ol style="list-style-type: none"> in the case of a clause that imposes a contractual condition, that the condition is agreed exactly as set out in the RFP; in the case of a provision that specifies a characteristic or performance to be met by the Contract Deliverables to be provided, that the Respondent and proposed Contract Deliverables meet the requirement, characteristic or performance standard as specified and agrees with the clause exactly as specified in the RFP; in the case of a provision that is of an informative nature only, that the clause has been read, understood and is agreed; or in the case of a provision where information has been requested, that the information has been provided in the required level of detail and in the required format.
Conditions of Proposal	means the Conditions of Proposal set out in section 5 of this Part One.
Confidential Information	<p>means information that relates to this RFP or the RFP process and:</p> <ol style="list-style-type: none"> is by its nature confidential; is marked by either the Crown or the Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted';

Term	Definition
	<p>c. is provided by the Crown, the Respondent or a third party in confidence; or</p> <p>d. the Crown or the Respondent knows, or ought to know, is confidential.</p> <p>Confidential Information does not cover information that is in the public domain through no fault of either the Crown or a Respondent, or that the Crown releases under New Zealand law.</p>
Contact Officer	means the person identified in paragraph 1.4.2 of this Part One.
Contracts	<p>means the form of:</p> <p>a. the Acquisition Contract, set out in draft in Part Three to this RFP, that the Crown will require any successful Respondent to sign; and</p> <p>b. the TLS Contract, set out in draft in Part Three to this RFP, that the NZDF will require any successful Respondent to sign,</p> <p>and Contract means either of them (as may be relevant in the context).</p>
Contractual Compliance Matrices	means the Acquisition Contractual Compliance Matrix and the TLS Contractual Compliance Matrix, and Contractual Compliance Matrix means either of them.. Each Contractual Compliance Matrix document is an Excel spreadsheet that forms part of this RFT, once issued.
Costed Option	means each Crown Costed Option and each Respondent Costed Option.
Crown	refers to the Ministry of Defence, being a public service department of the New Zealand government.
Crown Contractor	has the meaning given to it in paragraph 2.5.3 Error! Reference source not found. .
Crown Costed Option	means the relevant deliverable(s) and/or service(s) described as such in the Statement of Requirements set out in Part Two of this RFP, being optional requirements that the Crown may explore and consider for possible acquisition, but will not be required to select or procure other than at its sole discretion, without impacting the Crown's ability to procure or contract for the provision of the Contract Deliverables.
Does Not Comply	means that the "Complies" definition cannot be applied, for whatever reason, and the response is therefore "Does Not Comply".
Evaluation Criteria	means the criteria set out in the table at paragraph 4.2 of this Part One.
Exceeds Threshold	means that the proposed Contract Deliverables exceed the specified Threshold requirement, characteristic or performance standard. The Proposal must provide full details of the extent of variation from the Threshold requirement, characteristic or performance standard.
ITAR	means the International Traffic in Arms Regulations promulgated by the United States Government controlling the import and export of

Term	Definition
	defence-related articles and services on the United States Munitions List.
Māori Business	means either: <ul style="list-style-type: none"> a. a business that has at least 50% Māori ownership; or b. a Māori Authority as defined by the New Zealand Inland Revenue Department.
Ministry of Defence or MoD	means the Ministry of Defence, being a public service department of the New Zealand government.
Month	means a period from, and including, a day in one calendar month up to but not including the numerically corresponding day in the following calendar month.
New Zealand Business	has the meaning given to it in the Government Procurement Rules (4 th Ed), being a business that originated in New Zealand (not being a New Zealand subsidiary of an offshore business), is majority owned or controlled by New Zealanders, and has its principal place of business in New Zealand.
New Zealand entity	means a New Zealand Business as well as any other company incorporated in New Zealand, whether or not it otherwise meets the definition of New Zealand Business.
NZDF	means the New Zealand Defence Force as constituted by section 11(1) of the Defence Act 1990.
Pre-Conditions	means the conditions that each Proposal must meet in order to pass the initial conformity and compliance check in paragraph 4.1.2, as listed in paragraph 3.2.
Preferred Respondent	means one or more Respondents the Crown evaluates to have the submitted the highest ranked Proposal(s).
Pricing Proformas	means the Acquisition Pricing Proforma and the TLS Pricing Proforma. Each of the Pricing Proformas is an Excel spreadsheet that forms part of this RFT, once issued.
Proposal	means a Proposal submitted by a party in response to this RFP.
Proposal Closing Time	has the meaning given to it in paragraph 1.3 of this Part One.
Proposal Deliverables	means the information required to be provided by a Respondent in its Proposal, as set out in Schedules 1 to 8 of this Part One.
Proposal Validity Period	means a period from the Proposal Closing Time, during which each Proposal remains open for acceptance by the Crown, is irrevocable and is not capable of being withdrawn or modified by the Respondent except with the written consent of the Crown, as set out in paragraph 2.8.
Public Value	has the meaning given to it in the Government Procurement Rules (4 th Ed), available at www.procurement.govt.nz , being: Public Value means the best available result for New Zealand for the money spent. It includes using resources effectively, economically and responsibly, and taking into account:

Term	Definition
	<p>a. the procurement's contribution to the results the Crown is trying to achieve, including any Broader Outcomes the Crown is trying to achieve; and</p> <p>b. the total costs and benefits of a procurement (total cost of ownership).</p> <p>The principle of Public Value when procuring, goods, services or works does not mean selecting the lowest price but rather the best possible outcome for the total cost of ownership (over the whole of life of the goods, services or works).</p> <p>See also the description of, and figure showing, Public Value at pages 10 and 11 of the Government Procurement Rules for more information.</p>
Request for Proposal or RFP	means Part One (Instructions and Conditions of Proposal), Part Two (the Statement of Requirements), Part Three (the draft Contracts), the Compliance Matrices and the Pricing Proformas, which all form part of the Request for Proposal.
Respondent	means each party submitting a Proposal in response to, and in accordance with, this RFP, and where the context requires, includes prospective Respondents.
Respondent Costed Option	means the relevant deliverable(s) and/or service(s) described and offered by the Respondent in its Proposal as an option for the Crown to consider to enhance the Respondent's offered solution in order to meet a Crown requirement that the Respondent's offered solution will not otherwise meet. Each Respondent Costed Option is an option that the Crown may explore and consider for possible acquisition, but will not be required to select or procure other than at its sole discretion without impacting the Crown's ability to procure or contract for the provision of the Contract Deliverables.
Exceeds Threshold	means that the proposed Contract Deliverables exceed the specified requirement, characteristic or performance standard by the extent defined in each requirement. The Proposal must provide full details of the extent of variation from the Threshold requirement, characteristic or performance standard.
SOR Compliance Matrices	means each of the Acquisition SOR Compliance Matrix and the TLS SOR Compliance Matrix.
Statement of Requirements or SoR	means the Statement of Requirements forming Part Two of this RFP, including any Enclosures, Schedules or Annexes to it, which defines the operational, technical and logistical requirements of the Crown and the through life support requirements of the NZDF for the goods and services that are to be supplied by the successful contractor. Enclosure 1 of the SOR will be converted into Part 1 of the Technical Specification for inclusion in the Acquisition Contract prior to the Contract Execution Date. Enclosure 2 of the SOR is in the form of a draft Statement of Work (SOW) for the TLS, which will be converted into the agreed Statement of Work for inclusion in the TLS Contract prior to the Contract Execution Date.
Through Life Support or TLS	means the support of the Contracted Capability throughout its lifespan, in accordance with the Through Life Support requirements set out in Enclosure 2 of Part Two.

Term	Definition
Time	references to time in this RFP are either to New Zealand Daylight Savings Time (NZDT) or New Zealand Standard Time (NZST), whichever prevails in New Zealand at the relevant time.
TLS Contract	means the form of Through Life Support contract, set out in draft in Part Three to this RFP, that the NZDF will require any successful Respondent (or its appropriate maintenance organisation) to sign in relation to the TLS of the applicable component of the Utility Vehicles sub-Project.
TLS Contractual Compliance Matrix	means the statement of compliance with respect to the draft TLS Contract to be completed by the Respondent and provided as part of its Proposal.
TLS Pricing Proforma	means the pricing pro-forma issued with this RFP that is to be completed and submitted by each Respondent, in accordance with the instructions set out in Schedule 5 (Price information) to this Part One in relation to the TLS element of the Utility Vehicles sub-Project.
TLS SOR Compliance Matrix	means the statement of compliance with respect to Enclosure 2 of Part Two (the draft TLS SOW) to be completed by the Respondent and provided as part of its Proposal. The TLS SOR Compliance Matrix document is an Excel spreadsheet that forms part of this RFP.
Utility Vehicle sub-Project	means the sub-project for the Crown to acquire Utility Vehicles Medium/Light, the subject of this RFP.
Whole of Life Costs or WOLC	means the estimated costs to maintain and support the Contract Deliverables over their intended lifetime.

Schedule 1: Declaration

Respondents must provide a binding declaration in the following format:

[INSERT FULL LEGAL NAME OF RESPONDENT] hereby submits its Proposal to provide [all of the/the UV-M/the UV-L] (*delete as applicable*) Contract Deliverables solicited by RFP 1-439-4 (the **RFP**).

By submitting its Proposal, the Respondent acknowledges and agrees that:

- (a) the Respondent has read, fully understands and accepts all terms and conditions set out in the Conditions of Proposal (contained in section 5 of Part One of the RFP) and accepts that the Crown has the rights set out in the RFP;
- (b) its Proposal is prepared in accordance with the RFP and is accurate, complete and not misleading;
- (c) nothing in the Proposal breaches the Intellectual Property rights of any third party;
- (d) the Crown can collect and utilise all relevant information about the Respondent's performance (except commercially sensitive pricing information) from any relevant third party, including a referee or previous or existing client, in the evaluation of the Proposal and on Crown procurement activities;
- (e) the Respondent has the financial viability to successfully implement any subsequent contract(s) for the full scope of supplies and services required by the RFP;
- (f) the Respondent has the necessary capacity and capability to fully meet or exceed the mandatory requirements set out in the Statement of Requirements and will be available to deliver throughout the Acquisition Contract period and the TLS Contract period;
- (g) the Respondent has conducted itself in a manner that is at least consistent with the Crown's obligations to act in accordance with the applicable Crown procurement framework, for example to ensure certainty of costs and best Public Value;
- (h) the Crown can rely on the Proposal in accurately assessing compliance with the RFP, risks and risk management options and Public Value in accordance with the RFP;
- (i) representations made in the Proposal when incorporated in any resultant contract will be fully complied with by the Respondent;
- (j) the Respondent has no actual, potential or perceived conflict of interest in submitting its Proposal, or entering into a contract to deliver any part of the Utility Vehicles sub-Project, other than as declared below; and
- (k) if a conflict of interest does arise during the RFP process, the Respondent will report it immediately to the Contact Officer.

The Respondent hereby certifies its compliance with the Pre-Conditions as follows:

Pre-Condition	Compliance	Remark
Each Utility Vehicle offered will be delivered as a complete vehicle by a prime contractor. The prime contractor will act as the design authority for the relevant vehicles, and be responsible for all Contract Deliverables under the Acquisition Contract for those vehicles, which will include publications, support data, safety information, initial Spares and Support and	[Fully complies/does not fully comply] (<i>delete one</i>)	N/A

Pre-Condition	Compliance	Remark
Test Equipment and initial training packages and training course delivery.		
All Utility Vehicles offered are right hand drive and comply with all New Zealand legal requirements for driving on the left side of roads. If right hand drive does not already exist and needs to be developed, the degree of technical and schedule risk will be assessed as part of the RFP evaluation.	[Fully complies/does not fully comply] (<i>delete one</i>)	[Currently RHD / RHD will be developed] (<i>delete one</i>) If yet to be developed, when it will be ready for production: [insert date]
All Utility Vehicles offered operate on diesel fuel (primary) and F-34 fuel (secondary). The need to deploy these vehicles to operational areas and on disaster relief tasks also requires that the engines can tolerate a range of fuel quality.	[Fully complies/does not fully comply] (<i>delete one</i>)	N/A
All Utility Vehicles offered have either a fully automatic transmission or an electronically controlled transmission.	[Fully complies/does not fully comply] (<i>delete one</i>)	[Fully automatic transmission / electronically controlled transmission] (<i>delete one</i>)
All Utility Vehicles offered have a 24-28 volt electrical system to charge the vehicle batteries and radio batteries (when fitted) in accordance with QSTAG 307, MIL-STD-1275 and MIL-STD-461. The alternator must have a stable output suitable for and have no adverse effect on the vehicles' electrical/electronic system and powering and charging of auxiliary equipment and batteries.	[Fully complies/does not fully comply] (<i>delete one</i>)	N/A
All Utility Vehicles offered are able to ford through a depth of at least 750 mm in salt water.	[Fully complies/does not fully comply] (<i>delete one</i>)	N/A
All Utility Vehicles offered have an enclosed cab with rigid skin and windows.	[Fully complies/does not fully comply] (<i>delete one</i>)	N/A
All UV-L are less than six tonne Gross Vehicle Mass (GVM) while carrying the payloads defined in Table 1 – Utility Vehicle Variants of Part One of the RFP.	[Fully complies/does not fully comply/UV-L not offered] (<i>delete two</i>)	N/A
All variants of the UV-M have the useable payloads defined in Table 1 – Utility Vehicle Variants of Part One of the RFP.	[Fully complies/does not fully comply/UV-M not offered] (<i>delete two</i>)	N/A
UV-M and UV-L, each or in combination if they have largely common components, must have at least 1,000 vehicles in current service with other customers.	[Fully complies/does not fully comply] (<i>delete one</i>)	[Respondent to explain the basis on which it claims compliance, including clarification of the similarities and difference between previous models]

The Respondent warrants that it (and each of its related companies and each of its constituent members):

- i. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor or undertaken any anti-competitive behaviour of any kind or any behaviour that could reasonably be perceived by others as being anti-competitive;
- ii. has not taken any actions or steps, or implied that it might or will take actions or steps in the future, that have or could be perceived to have either breached the Commerce Act 1986 or to otherwise have lessened, or had the potential to lessen, competition in relation to this RFP;
- iii. has not directly or indirectly approached any representative of the Crown (other than the Contact Officer) to lobby or solicit information in relation to the RFP; and
- iv. has not attempted to influence or provide any form of personal inducement, reward or benefit to any representative of the Crown.

The information provided in this Proposal and offer constituted within in it are valid for the Proposal Validity Period and the Respondent agrees that the information and offer are irrevocable during that time period.

Conflict of interest declaration	
Conflict(s) of interest (including perceived, potential and actual) – provide details	Explain how the Respondent proposes to manage the conflict of interest

REGISTERED OFFICE OR OTHER POSTAL ADDRESS OF RESPONDENT:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

Signature of Respondent or person authorised to sign the Proposal on behalf of Respondent:

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD:

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

NAME (Block Letters):

Representative nominated to receive correspondence/enquiries on behalf of Respondent:

NAME (Block Letters):

TELEPHONE NUMBER:

EMAIL ADDRESS:

Released under the Official Information Act 1982

Schedule 2: Proposal overview

1. Executive summary

An executive summary of the Proposal must be provided in the Respondent's preferred format. The executive summary must include a clear statement about which elements of the Utility Vehicles sub-Project the Proposal covers (e.g., both UV-M and UV-L, just UV-L or just UV-M).

2. Company profile/Respondent's ability to supply

The Respondent must provide the following information:

- (a) the Respondent's background, experience and resources relevant to its ability to meet the requirements (including design and development aspects) of this RFP and the Contract Deliverables;
- (b) details of any other matters relating to commercial, technical or financial capability of the Respondent that may materially affect the Respondent's ability to perform the obligations under any resultant contract;
- (c) details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the Respondent's ability to meet the requirements of this RFP and the Contract Deliverables;
- (d) the following details of the Respondent, as applicable:
 - (i) the full legal name of the Respondent;
 - (ii) any trading or business name;
 - (iii) if a company:
 - (A) the registered office, principal place of business, the location(s) where work in relation to the Contracted Capability would be completed (if the Respondent is successful) and an outline of the company structure;
 - (B) the date and place of incorporation;
 - (C) individual shareholders holding 20 per cent or more of any issued share capital (including the full name and country of origin of those shareholders);
 - (D) the names and residency of all directors;
 - (E) the senior management team of the company (including a summary of organisation structure), together with the names of the members of the company's management group responsible for the Proposal and subsequent administration of the Acquisition Contract if the Proposal is successful;
 - (F) the names and curricula vitae of the Respondent's Key Personnel who will be involved in the Utility Vehicles sub-Project of the Respondent is successful, including as a minimum:
 - (I) Contract Manager;
 - (II) Project Manager;
 - (III) Chief Engineer (Engineering/design);

- (IV) Through Life Support Manager; and
- (V) Test Director/Manager;
- (iv) if not a company, the principal place of business, the location(s) where work in relation to the Contracted Capability would be completed (if the Respondent is successful) and an outline of the Respondent's structure;
- (v) financial substance and status of the Respondent, including the most recent financial statements of the Respondent;
- (vi) whether the Respondent is a Māori Business (as defined in the Glossary);
- (vii) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the Respondent; and
- (viii) for a foreign (non-New Zealand) firm or company the name of any New Zealand representative (if any);
- (e) any security clearances held by the Respondent (and the relevant constituent members, including all subcontractors who will handle or have access to any classified material) at the time of submission of the Proposal, including the entity who granted that clearance (if none are held, please state this);
- (f) identification of any trust or fiduciary capacity in which the Respondent proposes to perform any resultant contract;
- (g) particulars of any civil or criminal litigation or proceeding, actual or threatened involving either the Respondent or its directors, or the existence of any breach or default of any agreement, order or award binding on the Respondent or any judgment or decision that is likely to adversely affect the Respondent's performance of any resultant contract; and
- (h) information around how it complies with, and will comply in the future with, the New Zealand Government's Supplier Code of Conduct (a copy of which is available at www.procurement.govt.nz).

3. Past performance

The Respondent must provide a report defining the following:

- (a) details of past projects of similar scope, technology and magnitude, involving all or some of the Respondent and its proposed subcontractors (if any), including:
 - (i) contract title including links to websites for which further public domain information may be reviewed;
 - (ii) project name and identification of the procurement agency;
 - (iii) the relevant members of the Respondent group involved in the project;
 - (iv) responsibility as either prime contractor/subcontractor;
 - (v) description of product or service provided;
 - (vi) contract (or subcontract) date;
 - (vii) the location and the nature of work; and

(viii) period of time for each phase, on a basis comparable with the phases of the Utility Vehicles sub-Project (i.e., design; build and test; install and Accept; through life support), to the extent applicable; and

(b) experience in providing training and support, and for non-New Zealand entities, particularly to a customer who may be a large distance away.

4. Referees

The Respondent must provide details of three referees that have obtained comparable goods and services similar to the Contract Deliverables sought by the Acquisition Contract, and at least one referee who has obtained comparable goods and services similar to the TLS requirements (who may be the same as one of the three Acquisition Contract referees, if applicable). Details for each referee must follow the format in the table below:

Referee #1	
Name	
Organisation	
Position	
Phone number	
E-mail address	
Brief description of this person's prior involvement with the Respondent (or the relevant subcontractor, if applicable)	
Is this person fluent in English	Yes / No
If not fluent in English, what languages is the referee fluent in?	
Is this person aware they have been nominated as a referee?	Yes / No
Brief description of comparable goods and services similar to scope of Contract Deliverables	

5. Schedule of Major Subcontractors and Crown Contractors

The Respondent must provide details of any proposed Major Subcontractors for the acquisition phase (as defined in the draft Acquisition Contract) and any Crown Contractors (see paragraph 2.5 of this Part One) in the following format, and for each, the Respondent must also provide the details set out in paragraph 2(d) of this Schedule 2 in respect of each.

Proposed Major Subcontractor or Crown Contractor (legal name, trading name, address and website)	Country of formation/ incorporation / registration and details (e.g., company number)	Work to be subcontracted, including technical significance	Estimate of likely value of subcontract(s) and currency

Schedule 3: Commercial

Acquisition Contract only

1. Acquisition Contractual Compliance Matrix

- 1.1. Only in exceptional circumstances will the Crown accept a Proposal that does not materially comply with the terms and conditions set out in the draft Acquisition Contract. Failure to submit a Proposal that materially complies with the terms and conditions set out in the draft Acquisition Contract may result, at the discretion of the Crown, in that Proposal being rejected and/or receiving no further consideration from the Crown.
- 1.2. The Respondent must state its compliance or otherwise with each clause of the draft Acquisition Contract and each Annex to the draft Acquisition Contract in accordance with the following requirements by completing the spreadsheet entitled "Part_1_Schedule_3_Acquisition_Contractual_Compliance_Matrix.xls" provided as part of this RFP. Responses are to be limited to the following expressions, which are defined in the Glossary in section 6 of this Part One:
- (a) complies; or
 - (b) does not comply.
- If any other term is used, the Respondent's response with respect to that clause will be deemed to be "does not comply", and the response will be evaluated accordingly.
- 1.3. If a Proposal does not comply with a particular clause or paragraph of the draft Acquisition Contract, the Respondent must state in its Acquisition Contractual Compliance Matrix:
- (a) the full extent, reason, justification and impact of non-compliance; and
 - (b) a proposed alternative clause.
- 1.4. Should a Respondent not provide the completed Acquisition Contractual Compliance Matrix in a form that complies with the above requirements, its Proposal may be deemed invalid and the Crown may elect not to evaluate it.
- 1.5. The Respondent must provide separately a summary list of clauses of the Acquisition Contract in respect of which it does not comply. The Respondent must specify any savings or benefits to the Crown that will arise for the Crown if the Respondent's alternative term is accepted.
- 1.6. The Respondent must also include in the Acquisition Contractual Compliance Matrix its suggested inserts for each item in the draft Acquisition Contract that is highlighted in yellow, for the Crown to consider should the Respondent be selected as the Preferred Respondent.

2. Importation of Contract Deliverables and export Approvals

- 2.1. If the Respondent is proposing to import Contract Deliverables in connection with the Acquisition Contract, it must provide in its Proposal:
- (a) an indication of what is being imported and into which countries;
 - (b) a written statement setting out the countries of original manufacture of all Contract Deliverables to be sourced outside of New Zealand;
 - (c) evidence from the government of the country of origin that the Respondent has obtained or would be able to obtain export Approval for those items (including classified

technology or technical information embedded within the Contract Deliverables) if the Respondent is awarded any resultant contract;

- (d) identification of any specific limitations or provisos that the government of the country of origin could reasonably be expected to place on the export Approval with respect to individual items of offered Contract Deliverables;
- (e) other Approvals required in addition to, or as part of, the grant of export Approvals (e.g., import Approvals, technical assistance agreements) and the impact of gaining such Approvals on the timeframe for delivery of the Utility Vehicles sub-Project;
- (f) details of any rejected application for, or refusal to grant, an export or import Approval for goods similar to the Contract Deliverables that might have a bearing on any application to export or import the Contract Deliverables;
- (g) details of any ITAR (or other export control) restrictions on the Contract Deliverables; and
- (h) information on how the Respondent proposes to transport/ship items that require special handling such as classified equipment/information or explosives.

2.2. Each Proposal must:

- (a) contain confirmation from the Respondent that all required state or government licences and clearances for the export or other release of technology or technical information (in particular with respect to classified technology, technical information or ITAR (or similar) restrictions) embodied within the Contract Deliverables to be supplied to the Crown have been received by the Respondent; and/or
- (b) describe the procedures and steps that the Respondent has taken or is required to take in order to obtain all necessary state or government licences and clearances for the release of the technology or technical information embodied within the Contract Deliverables and must specify the estimated time the Respondent anticipates will be required to obtain such licences and clearances and the specific steps the Respondent will take to expedite obtaining such licences and clearances.

2.3. The Crown may, at its sole discretion, determine that it will not enter into an Acquisition Contract with the Respondent unless the Crown is satisfied that all required export licences and clearances that may be required by the Respondent have been obtained, or will be obtained prior to the date on which they are required for the Respondent to be able to meet its obligations under the Acquisition Contract.

2.4. Each Respondent must take into account the instructions set out in paragraph 3.4 of this Part One when providing its response to this Schedule 3.

3. Crypto controlled items

3.1. Obtaining access to CCIs requires contractors to meet New Zealand's Communications Security Requirements (COMSEC). To the extent that a Contractor requires access to any CCI (e.g., the fully functional AN/PRC163 radio), confirmation of acceptability of the selected Respondent's submission in relation to COMSEC approvals will be required from the New Zealand Government Communications Security Bureau who are the Approved Distribution Agency for COMSEC equipment in New Zealand. As the Contractor will likely be required to access US CCI items, the Respondent is required to demonstrate in its Proposal, to the satisfaction of the Crown and the NZ Government Communications Security Bureau, the Respondent's ability to comply with the requirements of NZCSS 300 in regard to the management of COMSEC, including CCI material.

4. Insurance

- 4.1. The Respondent must provide details of current or proposed insurance policies that relate to the draft Acquisition Contract, including:
- (a) name of the insurance provider (and underwriter, if applicable);
 - (b) type of insurance;
 - (c) terms and coverage of the insurance including conditions and exclusions;
 - (d) limits of liability per claim or occurrence and detail of any aggregate limits or relevant sub-limits that apply;
 - (e) for a current policy, whether or not any past or current claims made under the policy have materially affected, or are likely to affect, the Respondent's ability to meet its liability obligations under any resultant contract;
 - (f) deductible amounts; and
 - (g) period of insurance.
- 4.2. The Respondent must provide the same information as set out in paragraph 4.1 of this Schedule 3, with respect to each proposed Major Subcontractor's insurance.
- 4.3. Any costs associated with additional insurance policies or increased coverage of existing insurance policies that are included in the offered prices are to be detailed in the Respondent's response to Schedule 5 (Price information).

5. Warranty

- 5.1. The Crown requires warranty coverage as detailed in the draft Acquisition Contract.
- 5.2. The Respondent must provide separately in its response to Schedule 5 (Price information) the amount offered to cover the warranty provisions required in the draft Acquisition Contract. If appropriate, and if the warranty cost varies from item to item, the premium must be shown against that specific item.
- 5.3. In accordance with the draft Acquisition Contract, the Respondent is required to provide the Crown with adequate financial security with respect to the Respondent's warranty obligations (in the form at Annex G to the draft Acquisition Contract). The Respondent must specify in its Proposal from whom that financial security will be provided.

6. Quality

- 6.1. The successful Respondent will be required to comply with the requirements with respect to quality set out in the Acquisition Contract. The Respondent must provide details of all quality certifications held and all quality control procedures currently followed by the Respondent.

7. On site facilities

- 7.1. The Respondent must describe in its Proposal the on-site facilities it will make available to the Crown if it is successful in this process (see clause 29 of the draft Acquisition Contract).

Through Life Support Contract only

8. TLS Contractual Compliance Matrix

- 8.1. Only in exceptional circumstances will the Crown accept a Proposal that does not materially comply with the terms and conditions set out in the draft TLS Contract. Failure to submit a Proposal that materially complies with the terms and conditions set out in the draft TLS Contract may result, at the discretion of the Crown, in that Proposal being rejected and/or receiving no further consideration from the Crown.
- 8.2. The Respondent must state its compliance or otherwise with each clause of the draft TLS Contract and each Annex to the draft TLS Contract in accordance with the following requirements by completing the spreadsheet entitled "Part_1_Schedule_8_TLS_Contractual_Compliance_Matrix" provided as part of this RFP. Responses are to be limited to the following expressions, which are defined in the Glossary in section 6 of this Part One:
- (a) complies; or
 - (b) does not comply.
- If any other term is used, the Respondent's response with respect to that clause will be deemed to be "does not comply", and the response will be evaluated accordingly.
- 8.3. If a Proposal does not comply with a particular clause or paragraph of the draft TLS Contract, the Respondent must state in its TLS Contractual Compliance Matrix:
- (a) the full extent, reason, justification and impact of non-compliance; and
 - (b) a proposed alternative clause.
- 8.4. Should a Respondent not provide the completed TLS Contractual Compliance Matrix in a form that complies with the above requirements, its Proposal may be deemed invalid and the Crown may elect not to evaluate it.
- 8.5. The Respondent must provide separately a summary list of clauses of the TLS Contract in respect of which it does not comply. The Respondent must specify any savings or benefits to the Crown that will arise for the Crown if the Respondent's alternative term is accepted.

Schedule 4: Tax Certification

The Respondent must provide as part of its Proposal a completed tax certification in the form set out below.

Tax Certification

TO: The Secretary of Defence
Ministry of Defence
Level 2
Defence House
34 Bowen Street
PO Box 12703
Wellington 6144
New Zealand

Attention: IPT Lead Protected Mobility Capability Project

FROM

Respondent: _____
Address: _____

The Respondent certifies that in submitting its Proposal, it has fully familiarised itself with all of New Zealand's (and all other relevant jurisdiction's) tax laws including, without limitation, obligations arising under New Zealand laws (pursuant to the Income Tax Act 2007, the Tax Administration Act 1994, and the Goods and Services Tax Act 1985) as they relate to this RFP, the Acquisition Contract and the TLS Contract.

DATED at this day of

SIGNED for and on behalf of)

The Respondent by its duly)
authorised officer/attorney) _____

Title: _____ (Note: The Respondent is to sign under corporate seal if appropriate)

in the presence of:

Witness name: _____

Occupation: _____

Address: _____

Schedule 5: Price information

1. Pricing Proformas

- 1.1. Each Respondent must be fully cognisant of the details provided in paragraph 3.4 of this Part One when preparing and completing its Pricing Proformas.

Acquisition Contract

- 1.2. Each Respondent must compete and submit the Acquisition Pricing Proforma in accordance with the instruction provided in this RFP. All lines in the baseline and Crown Costed Options sections of the worksheet must be completed by the Respondent. In the case of any Respondent Costed Options, the Respondent need only complete such Respondent Costed Options as it is offering, and is to add additional lines into that section in relation to the Acquisition prices (increases or reductions from the baseline solution) associated with any Respondent Costed Options it is offering that are not already listed.
- 1.3. The Respondent must also submit a complete Schedule of Rates, in its own format, that includes labour rates applicable for the various roles that are likely to be utilised in relation to any element of the Acquisition Contract, the maximum margin it proposes to add to any Subcontractor work to cover its management and risk associated with that subcontractor's work and any maximum markup on materials, which would be applicable in the event of a Contract Change.

Through Life Support Contract

- 1.4. Each Respondent must compete and submit the TLS Pricing Proforma in accordance with the instruction provided in this RFP. All lines in the baseline and Crown Costed Options sections of the worksheet must be completed by the Respondent. In the case of any Respondent Costed Options, the Respondent need only complete such Respondent Costed Options as it is offering, and is to add additional lines into that section in relation to the TLS prices (increases or reductions from the baseline solution) associated with any Respondent Costed Options it is offering that are not already listed.

2. Schedule of Payments (Acquisition Contract)

- 2.1. The Respondent must provide a schedule of proposed payments that specifies:

Note to Respondents: An Initial Payment will only be considered by the Crown if the Respondent can demonstrate that it is appropriate and represents value for money to the Crown. For the avoidance of doubt, any agreed initial payment will require security in accordance with paragraph 3 below.

- (a) the amount, purposes of and date of the proposed initial payment (if any);
- (b) a description of each proposed milestone payment, including pre-conditions and objective evidence that will be required to be provided by the Contractor to prove the milestone has been achieved;
- (c) the amount of each proposed milestone payment; and
- (d) the anticipated milestone date for each proposed milestone payment.
- 2.2. The Respondent must detail how the proposed payment regime relates to the Respondent's anticipated work progress and cash flow under any resultant Acquisition Contract.
- 2.3. A milestone payment (of a material value) must be allocated to the Acceptance of each key Contract Deliverable (or tranche of Contract Deliverables).

3. Securities (Acquisition Contract)

Note to Respondents: If the Respondent proposes the payment of any advance or progress payment in its Schedule of Payments, the Crown requires Prepayment Securities in accordance with clause 38 of the draft Acquisition Contract. Such security is required with respect to every amount the Crown is required under the Acquisition Contract to pay the Contractor before the Crown is delivered tangible and physical equivalent value. This means most, if not all, Milestone payments required prior to delivery of the final Contract Deliverables will require financial security in accordance with clause 38 of the Acquisition Contract.

3.1. The Respondent must provide the following details in relation to the proposed securities, as appropriate:

- (a) proposed issuer/promisor for the Financial Securities;
- (b) proposed promisor for the ultimate parent company Guarantee (see clause 39 of the draft Acquisition Contract); and
- (c) proposed form of ultimate parent company Guarantee.

Released under the Official Information Act 1982

Schedule 6: Acceptance and Project Schedules

Respondents are to answer this Schedule 6 in relation to the Acquisition Contract only.

1. Acceptance schedule

- 1.1. The Respondent is to provide an Acceptance schedule (in its own format) that stipulates its proposed Acceptance Date for each Contract Deliverable. The delivery point for all physical Contract Deliverables (excluding any training devices) will be in Trentham Military Camp, Upper Hutt, New Zealand. The delivery point for all documentation will be the Protected Mobility Capability Project Team, Defence House, Wellington, New Zealand.
- 1.2. The Respondent must state the earliest possible Acceptance schedule in months following the Contract Execution Date for all Contract Deliverables.

2. Draft Project Schedule

- 2.1. The Respondent must provide a draft project schedule that accords with DID PROJ-1.2 and that contains:
 - (a) all milestones specified in its proposed Schedule of Payments;
 - (b) all material contract performance dates, including design, material order, manufacture, testing, delivery and Acceptance Dates for each Contract Deliverable (aligning with the dates provided in the Acceptance schedule provided in response to paragraph 1 of this Schedule 6); and
 - (c) other major events that the Respondent may select that represent the accomplishment of critical technical and managerial steps towards completion of the Contract Deliverables.
- 2.2. The draft project schedule must be to a level of detail sufficient for the Crown to gain an understanding of the Respondent's proposed schedule, and must include a clear critical path and any dependencies.

Schedule 7: Technical requirements

1. Response against Statement of Requirements (Acquisition)

- 1.1. Enclosure 1 of the Statement of Requirements set out in Part Two of this RFP contains the Crown's requirements with respect to the Utility Vehicles.
- 1.2. The Respondent must provide an overview of its proposed solution in response to the Statement of Requirements, discussing (as a minimum) the following aspects:
 - (a) the overall system capability and technology proposed;
 - (b) the operational experience of the proposed solution as tested or used by other nations (include a summary of testing and current status);
 - (c) the overall benefits to the Crown and the NZDF;
 - (d) the ability to support, maintain and upgrade (if required) the proposed solution through life;
 - (e) the effective life of the proposed solution;
 - (f) the extent of design required (if any), and the approach to completing that design (including any Crown review points); and
 - (g) the approach to the system installation, training of personnel and Set to Work activities on the basis that these are to be carried out in New Zealand.
- 1.3. Each Respondent must provide a Detailed Specification for the overall Contracted Capability solution proposed per DID PROJ-1.8.
- 1.4. This must be accompanied by a response to every requirement contained within Enclosure 1 of Part Two (Statement of Requirements) of this RFP, by completion of the Acquisition SOR Compliance Matrix ~~provided as part of this RFP, in accordance with the questions and instructions contained in that spreadsheet~~, being the spreadsheet version of Enclosure 1 of Part Two that is issued as part of this RFP. The Respondent must provide the required information for each line in the columns headed "RFP Response", "Does Not Comply", "Complies with Threshold" and/or "Exceeds Threshold" and submit the Acquisition SOR Compliance Matrix as part of its Proposal. Definitions of the terms "does not comply", "complies with Threshold" and "Exceeds Threshold" are provided in section 6 of Part One, and must be applied when completing the SOR Compliance Matrix. Where a Proposal does not comply with an aspect of the Statement of Requirements, the extent of non-compliance must be explained. The Respondent must provide reasons for such non-compliance or non-performance, including the price differential between compliance and non-compliance.
- 1.5. Where the Acquisition SOR Compliance Matrix requests further information, the Respondent must provide the information in the column titled "RFP Response" or provide a reference to supporting information within the Proposal.
- 1.6. Should a Respondent not provide the completed Acquisition SOR Compliance Matrix, or it has not been completed in accordance with these instructions, its Proposal may be deemed invalid and the Crown may elect not to evaluate it.
- 1.7. The Respondent must provide separately a summary list of items in Enclosure 1 of the Statement of Requirements in respect of which there is non-compliance.
- 1.8. If an item is not specifically identified by a Respondent in its Acquisition SOR Compliance Matrix as not acceptable, with comments provided and specific drafting amendments

proposed, the Respondent will be deemed to have accepted the relevant requirement as drafted.

- 1.9. If the Respondent considers that any part of Enclosure 1 of the Statement of Requirements is obsolete or could be met by utilising new or alternative developments, technology, procedures or other cost effective means not identified by the Crown or referred to in Enclosure 1 of the Statement of Requirements, the Crown encourages the Respondent to consider including one or more applicable Respondent Costed Options in its Proposal.

2. Combination opportunity (if any)

- 2.1. The Respondent is encouraged to include in its Proposal a description of how benefits may accrue to the Crown by combining equipment purchase with the purchases of other countries having similar requirements. Any such Proposal must specify what changes may be required to Enclosure 1 of the Statement of Requirements in order to obtain such benefits or what timing change may be necessary and in all cases the nature of the benefits and how they will arise must be clearly specified. Any such combination opportunity should be included as one or more applicable Respondent Costed Options in the Respondent's Proposal.

3. Government Furnished Materiel (GFM)

- 3.1. The Respondent must provide a list of any and all GFM it would request be provided by the Crown in the event that the Respondent were to enter into an Acquisition Contract with the Crown (see Annex J of the draft Acquisition Contract). The list of GFM requested to be provided must include details of all information, publications, equipment, material, software, personnel, services, facilities and government-to-government facilities that the Respondent requests the Crown to supply, as well as the reasons for the request, any known export controls or other Approvals that would apply, the required timing of the provision by the Crown and the benefits that may accrue to the Crown if the Crown agrees to supply such GFM.
- 3.2. If the Respondent does not require the Crown to provide any items of GFM currently listed in Annex J of the draft Acquisition Contract, the Respondent should advise this in its Proposal.

4. Draft Plans Information

- 4.1. The Respondent must provide the drafts of the following information that would become part of plans established with the preferred Respondent during establishment of any subsequent Contract:
- (a) Health and Safety Plan. A draft health and safety plan that outlines how the Respondent will manage health and safety in its performance of the Acquisition Contract.
 - (b) Quality System Summary. A description, with supporting evidence, of the Contractor's quality system and certification (*this will subsequently expand into the Quality Plan per DID PROJ-1.3*);
 - (c) Significant Risk Report. A risk assessment for the significant risks (high likelihood and/or high consequence) pertaining to the Proposal, describing these high-level risks and their mitigations and including risks associated with Major Subcontractors (*this will subsequently expand into the Risk Plan per DID PROJ-1.4*);
 - (d) Systems Engineering Approach. A description of the Systems Engineering approach that will be used for technical programme planning and control for the Utility Vehicles (*this will subsequently expand into the [Master Test Systems Engineering Plan per DID ECP-2.1](#)*), including:
 - (i) Design, Build and Test Reviews.

- (ii) Description of all Systems Engineering activities that are required to adapt existing Utility Vehicle designs to meet the Contract requirements. This is to include, but is not limited to:
 - (iii) integration of Command, Control, Communications, Computers and Intelligence (C4I) systems;
 - (iv) Roll Over Protection Structures including the removable Troop Carrying modules on the UV-M General Service variant;
 - (v) modifications for Right Hand Drive (if any); and
 - (vi) modifications to the Cab Chassis of the vehicles (if any);
- (e) Test Concept. A brief outline of the approach proposed for test activities (*this will subsequently expand into the Master Test Plan per DID TEST-4.1*), in the following areas:
- (i) Prototype Testing. An overview of the one-off tests that will be conducted to verify the unique design aspects of the prototype(s) (first-of-type) for the Contract requirements.
 - (ii) Production Test and Evaluation. An overview of the Contractor's production test programme that will be conducted to verify quality, serviceability, configuration control and compliance with the design for each unit of production.

5. Contract Data items and Plans

- 5.1. The Respondent must provide as part of its Proposal completed Contract Data items as required by the Contract Data Requirements List (CDRL) and the Data Item Descriptions set out in Enclosure 3 to Part Two of this RFP. Where a date for delivery of a Contract Data item is listed in the CDRL as to be delivered at "Proposal", either in its final form or as a draft or an example, that item must be included as part of the Proposal. During the contract negotiation phase, the CDRL and Data Item Descriptions will be included in the Acquisition Contract.
- 5.2. One DID (DID PROJ-1.11) is a Proposal DIDs only, in that there will be no further information deliverable as such in relation to this DID after Proposal submission. However, most Contract Data items will need to be updated and/or resubmitted by the Preferred Respondent prior to contract signing and/or during the term of the Acquisition Contract. The contractual requirements with respect to the submission of Contract Data items are summarised in the CDRL set out in Enclosure 3 to Part Two of this RFP.
- 5.3. If "EXAMPLE at Proposal" is stated then an example from another product or a brief summary is acceptable. This information will be used to assess Proposals.
- 5.4. The Crown requests that each Respondent provide a C4I Integration Crown Costed Option. Additional explanatory information about C4I Integration is provided in Enclosure 4 to Part Two of this RFP. However, Respondents should be aware that this information is subject to change. Notwithstanding, each Respondent is required to submit as part of its Proposal a C4I Integratopn proposal that follows the outline at DID PROJ-1.11 and to provide pricing for the C4I Integration Crown Costed Option in the Acquisition Pricing Proforma.

6. Response against TLS draft Statement of Work

- 6.1. Enclosure 2 of Part Two of this RFP contains the Crown's requirements with respect to the Through Life Support of the Utility Vehicles.

- 6.2. The Respondent must provide an overview of its proposed solution in response to the TLS draft Statement of Work, discussing (as a minimum) the following aspects:
- (a) the overall Through Life Support methodology proposed;
 - (b) the Through Life Support experience in relation to the proposed solution;
 - (c) the overall benefits to the NZDF; and
 - (d) other Through Life Support options that the Respondent offers and any it recommends that the NZDF consider.
- 6.3. This must be followed by a response to every requirement contained within the TLS draft Statement of Work, by completion of the TLS SOR Compliance Matrix provided as part of this RFP, in accordance with the instructions contained in that spreadsheet. Where a Proposal does not comply with an aspect of the draft Statement of Work, the extent of non-compliance must be explained. The Respondent must provide reasons for such non-compliance or non-performance, including the price differential between compliance and non-compliance.
- 6.4. Where the TLS SOR Compliance Matrix requests further information, the Respondent must provide the information in the column titled "Comment" or provide a reference to supporting information within the Proposal.
- 6.5. Should a Respondent not provide the completed TLS SOR Compliance Matrix, or it has not been completed in accordance with these instructions, its Proposal may be deemed invalid and the Crown may elect not to evaluate it.
- 6.6. The Respondent must provide separately a summary list of items in the TLS Statement of Work in respect of which it does not comply.
- 6.7. If an item is not specifically identified by a Respondent in its TLS SOR Compliance Matrix as not acceptable, with comments provided and specific drafting amendments proposed, the Respondent will be deemed to have accepted the relevant requirement as drafted.
- 6.8. If the Respondent considers that any part of the TLS Statement of Work is obsolete or could be met by utilising new or alternative developments, technology, procedures or other cost effective means not identified by the Crown or referred to in the TLS Statement of Work, the Crown encourages the Respondent to consider including one or more applicable Respondent Costed Options in its Proposal.

Schedule 8: Public Value, including through industry engagement

1. Industry activity report

1.1. The Respondent shall provide an industry activity report that identifies and describes the steps that have been taken by the Respondent to identify, negotiate with and/or use industry to provide goods and services to the Respondent for the purposes of the Utility Vehicles sub-Project, that conforms with the requirements of this Schedule 8.

1.2. The purpose of the activity report is:

- (a) to identify industry engagement activities that have been undertaken by the Respondent as part of preparing its Proposal (regardless of whether the Respondent has decided to utilise each such industry member as part of its Proposal solution); and
- (b) to provide all relevant information to the Crown to assist the Crown to consider whether the Respondent has provided a best Public Value solution to the Crown over the whole of life of the vehicles.

Any resulting industry involvement may, at the Crown's option, be written into the final Acquisition Contract and/or the final TLS Contract, as applicable.

1.3. The information provided in the activity report is sought for reporting purposes.

1.4. At a minimum, the activity report shall:

- (a) specify the names, addresses and contact details of:
 - (i) New Zealand Businesses (as defined in the Glossary) that have been approached by the Respondent in relation to the Utility Vehicles sub-Project (regardless of whether the Respondent has decided to utilise each such New Zealand Business as part of its Proposal solution) and specify whether each such entity is or is not a Māori Business (as defined in the Glossary);
 - (ii) New Zealand entities (as defined in the Glossary) (other than New Zealand Businesses) that have been approached by the Respondent in relation to the Utility Vehicles sub-Project (regardless of whether the Respondent has decided to utilise each such New Zealand entity as part of its Proposal solution) and specify whether each such entity is or is not a Māori Business;
 - (iii) entities based in countries to which New Zealand owes relevant international trade obligations¹ that have been approached by the Respondent in relation to the Utility Vehicles sub-Project (regardless of whether the Respondent has decided to utilise each such entity as part of its Proposal solution); and
 - (iv) all other entities that have been approached by the Respondent and may be involved in the performance of the Utility Vehicles sub-Project if the Respondent is successful, including subcontractors and other suppliers,

in separate lists showing the categorisation of each in accordance with the four categories described above;

- (b) describe the goods and services (if any) proposed to be supplied to the Respondent by each such entity for the purposes of each phase of the Utility Vehicles sub-Project, broken down by the individual entities, and specify whether the Respondent has in place

¹ Including New Zealand's free trade agreement partners (Australia, Hong Kong, Brunei, Chile, Singapore, Korea, Canada, Japan, Malaysia, Peru and Viet Nam) and [countries party to the Agreement on Government Procurement](#)

arrangements with such entities for supply of those goods and services if the Respondent's Proposal is successful, and if not, the reason(s) for this;

- (c) quantify the estimated contract value of the involvement by such entities in the Utility Vehicles sub-Project, broken down by the individual entities, in the currency that they are to be paid, if the Respondent's Proposal is successful; and
 - (d) state the period of time of the expected involvement, broken down by the individual entities, if the Respondent's Proposal is successful.
- 1.5. If no activity as described above has been undertaken by the Respondent, the activity report shall state that.
- 1.6. The Crown reserves the right to contact any of the entities identified in the activity report, to discuss the content of the activity report as relevant to those entities and the Public Value provided by those entities.
- 1.7. A Ministry of Defence Industry [portal](#) is available at www.defence.govt.nz/industry. Interested entities can register and have access to both prime and subcontractor capability information.

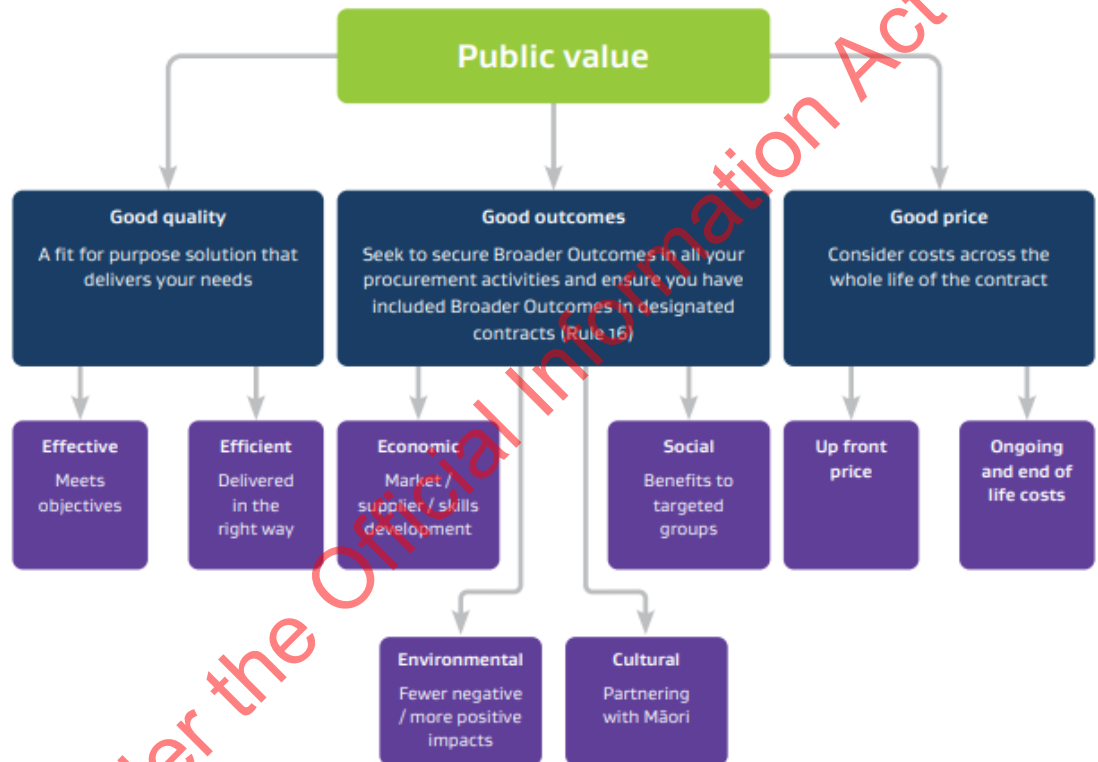
2. Statements regarding other Broader Outcomes and Public Value considerations

- 2.1. The Government Procurement Rules (4th Ed) describe the New Zealand Government's priorities and expectations of Government agencies with respect to their procurement activities. More information can be found in this regard at www.procurement.govt.nz.
- 2.2. In addition to the industry activity report described above, the Respondent is requested to provide as part of its Proposal a statement regarding how its proposed solution and method of delivery:
- (a) generates Public Value for the Crown over the whole of life of the Contracted Capability (i.e., in both the acquisition phase and the through life support phase); and
 - (b) specifically, delivers Broader Outcomes for the Crown over the whole of life of the Contracted Capability,

which the Crown may take into account when evaluating the overall Public Value of the Proposal in accordance with paragraph 4 of Part One. "Broader Outcomes" and "Public Value" are generally defined as follows. More information can be found at the website referenced in paragraph 2.1 above.

Term	Definition
Broader Outcomes	means the secondary benefits that are generated due to the way goods, services or works are procured or delivered. They include economic, environmental, social and cultural outcomes. See also Rule 16 of the Government Procurement Rules, available at www.procurement.govt.nz .
Public Value	has the meaning given to it in the Government Procurement Rules (4 th Ed) available at www.procurement.govt.nz , being: Public Value means the best available result for New Zealand for the money spent. It includes using resources effectively, economically and responsibly, and taking into account: <ul style="list-style-type: none"> a. the procurement's contribution to the results the Crown is trying to achieve, including any Broader Outcomes the Crown is trying to achieve; and

Term	Definition
	<p>b. the total costs and benefits of a procurement (total cost of ownership).</p> <p>The principle of Public Value when procuring, goods, services or works does not mean selecting the lowest price but rather the best possible outcome for the total cost of ownership (over the whole of life of the goods, services or works).</p>



Released under the Official Information Act 1982

List of RFP documents on GETS

Prefix – UV RFP	Name	Format
Part One:	Instructions and Conditions of Proposal	(this document) pdf
Part 1 Schedule 3	Acquisition Contractual Compliance Matrix	xlsx
Part 1 Schedule 5	Acquisition Pricing Proforma	xlsx
Part 1 Schedule 5	TLS Pricing Proforma	Template available on GETS on Fri 18 Mon 21 Nov 22 (ref RFP Part One: para 2.9(h)) as NTR#1
Part 1 Schedule 7	TLS SOR Compliance Matrix	xlsx as NTR#1
Part 1 Schedule 8	TLS Contractual Compliance Matrix	Xlsx
Part Two:		
Part 2 Enclosure 1	Statement of Requirements	xlsx – 2 worksheets
	Sect 1 Information	pdf of 1 st worksheet
	Sect 2 Requirements	pdf of 2 nd worksheet
	SoR ANNEXES B-H	xlsx – 7 worksheets
	SoR ANNEX B	pdf of 1 st worksheet
	SoR ANNEX C	pdf of 2 nd worksheet
	SoR ANNEX D	pdf of 3 rd worksheet
	SoR ANNEX E	pdf of 4 th worksheet
	SoR ANNEX F	pdf of 5 th worksheet
	SoR ANNEX G	pdf of 6 th worksheet
	SoR ANNEX H	pdf of 7 th worksheet
Part 2 Enclosure 2	TLS Requirements (SoW)	docx, pdf
Part 2 Enclosure 3	CDRL and DIDs	docx, pdf
Part 2 Enclosure 4	C4I Integration information	pdf
Part 2 Enclosure 5	NZDF EDSPEC 0001C (ROPS)	pdf
Part 2 Enclosure 6	RFI Responses and Local Industry	
	1 RFI Responses	pdf
	2 Local Manufacturers	pdf
	3 Maori Businesses	pdf
Part Three		
Part 3	Draft Acquisition Contract	docx , pdf
Part 3	Draft Through Life Support Contract	docx , pdf
Proposal Reference Material (PRM)	UV-Proposal_Reference_Material-22.7z	22x reference pdfs, zipped
Utility Industry Briefing	Notice of Information	docx, pdf