

## **REQUEST FOR PROPOSALS**

### **INTERNATIONAL NETWORK CONNECTIVITY AND RELATED SERVICES FOR THE KIWI ADVANCED RESEARCH AND EDUCATION NETWORK**

## 1 INTRODUCTION

1.1 **Purpose of RFP:** The purpose of this Request for Proposals (**RFP**) is to seek responses for the provision of high capacity, high speed, uncontested and transparent international data network connectivity and related services (**Services**) to Research and Education Advanced Network New Zealand Ltd (**REANNZ**) in respect of the Kiwi Advanced Research and Education Network (**KAREN**).

### 1.2 **About REANNZ and KAREN:**

- a The constitutional purpose of REANNZ is to establish and operate an advanced network in order to promote education, research and innovation for the benefit of New Zealand. This advanced network is known as KAREN.
- b KAREN provides a reliable high capacity, high speed network for New Zealand's research, education and innovation community (**advanced network community**). KAREN enables researchers, educators and innovators to exchange information and collaborate nationally and internationally by providing uncontested network capacity.
- c KAREN has been in operation since December 2006 and has around 70 members, connected at around 120 sites around New Zealand. Monthly data traffic across all ports on KAREN is currently between 1 and 3 Petabytes.
- d Further detailed information about REANNZ and KAREN can be found at [www.karen.net.nz](http://www.karen.net.nz).

### 1.3 **Background to RFP approach:**

- a REANNZ is looking for innovative and flexible responses. Given the diverse capabilities available in the supply market in respect of the provision of Services, this RFP contains:
  - i. a set of minimum service attributes and requirements; and
  - ii. an indicative maximum budget,for the Services to encourage competition on value as well as on price.

### 1.4 **Existing international connectivity arrangements:**

- a The KAREN international network is currently provided by a third party telecommunications provider as a fully managed service incorporating:
  - i. an international transmission network; and
  - ii. backhaul transmission between each international landing point and the local land points of presence (**POPs**):

- > local dedicated routers and interfaces at each POP;
  - > configuration and operations management of the local dedicated routers; and
  - > service management of the end-end service incorporating fault, restoration, monitoring and performance reporting of the network service.
- b The current international network service provides connectivity between KAREN POPs at North Shore Auckland, New Zealand, Pacific Wave facility in Seattle, United States and Equinix in Sydney, Australia.
- c The demarcation point for the current international service at each POP listed above is a 1GE optical interface on the local dedicated router associated with the KAREN circuit.
- d The current average peak traffic flows between New Zealand and the current international POPs are:
- i. USA – 500Mb/s; and
  - ii. Australia – 125Mb/s.
- e REANNZ’s current international network arrangements expire on 23 March 2010 (**end date**). REANNZ has the ability to extend its existing international network arrangements on a short-term basis.
- f REANNZ is therefore looking to procure ongoing, high capacity, high speed, international connectivity services from the end date that allow the advanced network community to continue to exchange information and collaborate internationally in a manner and to a standard that ideally exceeds the status quo.

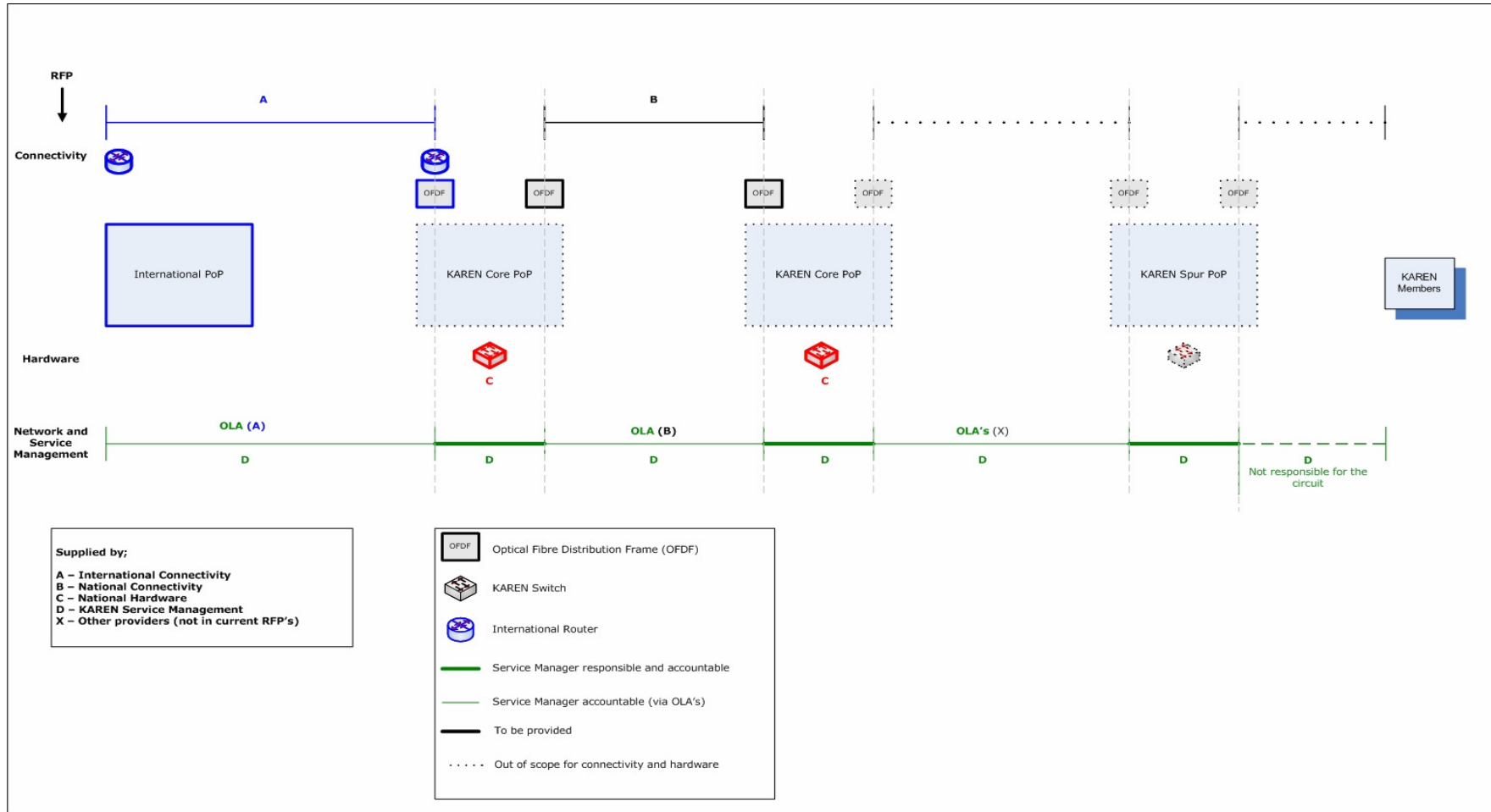
#### 1.5 **Related RFPs:**

- a Tenderers should note that REANNZ is also tendering for:
- i. the provision of national connectivity;
  - ii. the provision of service management services in respect of the national network; and
  - iii. the supply of Ethernet switches for incorporation within the KAREN network,

in separate requests for proposals to be released on or around the date of release of this RFP. Figure 1 below depicts the different aspects of KAREN that are covered by the separate RFPs. Tenderers who submit responses

under this RFP for international connectivity may also submit responses for the provision of services and goods tendered for under the separate RFPs referred to above (and vice versa), provided they comply with the requirements set out in section 5.15 of this RFP. Tenderers may also submit joint responses and alternative responses provided they comply with sections 5.13 and 5.14 of this RFP.

**Figure 1:**



1.6 **International Advanced Network Community:** As KAREN is an advanced network, REANNZ is able to access the service offerings and infrastructure of other research, education and innovation organisations and advanced networks (**international advanced network community services**) throughout the world (including Australia). International advanced network community organisations are generally membership and/or not-for-profit organisations and, as such, will not necessarily respond to tenders. REANNZ reserves the right to procure international advanced network community services in lieu of all or any part of the Services tendered for in this RFP, in the exercise of the rights referred to in section 5.21 or if it is not satisfied with the outcome of this RFP. REANNZ will evaluate any international advanced network community services under consideration against the criteria set out in this RFP.

1.7 **Direct suppliers:** REANNZ also reserves the right to:

- a evaluate service offerings from direct suppliers (e.g. Southern Cross Cables Limited) who will not necessarily respond to tenders; and
- b procure services from such direct suppliers in lieu of all or any of the Services tendered for in this RFP.

REANNZ will evaluate any services from direct suppliers under consideration against the criteria set out in this RFP.

1.8 **Structure of this RFP document:**

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

Schedule 2 (Minimum Specifications)	Details the minimum specifications for the Services
Schedule 3 (Other information required)	Details the other information required to be provided by a tenderer
Schedule 4 (Required Contract Terms)	Details the required contractual terms for the successful tenderer(s)

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

## **2 RFP ADMINISTRATION**

### **2.1 Due date for responses:**

- a Responses to this RFP are due by **4pm, 3 December 2009**.
- b REANNZ may, in its sole discretion, extend the closing date for responses on written notice to all tenderers.

### **2.2 Format of responses:**

- a Responses must contain the requested information and be provided in the format set out in Schedule 1.
- b Each response must be signed for and on behalf of the tenderer by a person who has the authority to represent the tenderer.
- c Tenderers may attach any supporting material (including diagrams) they wish to a response, provided such material is identified and summarised in the response and is clearly labelled.

### **2.3 Delivery of responses:**

- a Two hard copies of the response and two electronic formats of the response (one unsecured PDF and one Open Document Format) are to be delivered to Richard Stephen, Deputy Operations Manager, REANNZ, Room 407, Level 4, Railway West Wing, Featherston Street, Wellington, New Zealand.
- b Responses sent by facsimile or email will not be accepted.
- c One of the hard copies of the response shall be marked clearly as the "Master Copy". If there is any inconsistency between the Master Copy and the electronic copy or the other hard copy, the Master Copy shall prevail.
- d Responses received at the place of closing after the closing time, for whatever reason, will not be considered unless REANNZ, in its sole discretion, decides otherwise.

### **2.4 Enquiries and communications:**

- a All communications relating to this RFP, or requests for clarification or further information, should be directed in writing to REANNZ's authorised representative, who is:

Richard Stephen  
Deputy Operations Manager  
REANNZ

Email: [rfp@reannz.co.nz](mailto:rfp@reannz.co.nz)

- b All requests for clarification or further information must be made prior to **4pm, 20 November 2009**. Any requests for clarification or further information received after this time and date may not be responded to at REANNZ's sole discretion.
- c REANNZ reserves the right to circulate any clarification or further information provided to one tenderer to all other recipients of this RFP by way of a Notice to Tenderers (**NTT**), unless the request relates solely to the party who made the request. All NTTs will become part of this RFP.
- d A tenderer must not contact any member of REANNZ's staff (including contractors), management or board in relation to this RFP, other than in accordance with this section 2.4. Unauthorised communication with staff or management of REANNZ in relation to this RFP may, at REANNZ's sole discretion, lead to disqualification of the tenderer from this RFP process.
- e REANNZ's authorised representative set out in section 2.4a is the only person authorised to make statements, representations, or explanations in respect of this RFP. REANNZ will not be bound by any communication, whether written or oral, by anyone other than the authorised representative.
- f A tenderer and its staff (including contractors), management, board, or partners must not, during the currency of the RFP process, offer any hospitality, gift, inducement, promotional product, or services, to any member of REANNZ's staff (including contractors), management, or board. Any contravention of this requirement may, at REANNZ's sole discretion, lead to the disqualification of the tenderer from this RFP process.

## 2.5 **Tenderer briefings:**

- a REANNZ will be available to hold tenderer briefing sessions during the periods 12-13 and 16-18 November 2009 in Wellington or by videoconference. Each briefing will be run for no more than half a day.
- b Tenderers wishing to attend a briefing must register their attendee's name and position to REANNZ's authorised representative specified in section 2.4a no later than 10 November 2009. REANNZ will notify tenderers who have registered their interest in attending a briefing in advance of the exact time and date of their briefing. REANNZ may, in its sole discretion, permit more than one attendee from any tenderer. Written minutes or notes of a briefing will be made available to any tenderer which registers its interest in the briefing in advance but is unable to attend.

2.6 **Tenderer presentations:** REANNZ may invite one or more tenderers to provide a formal presentation to REANNZ on their proposal(s), provided that this shall not oblige REANNZ to invite each tenderer to provide a presentation. REANNZ may require this presentation to address specific aspects of a tenderer's response. REANNZ will notify tenderers who are invited to provide a presentation in advance of the exact time, date and venue of their presentation.

2.7 **Timetable:**

- a The following indicative timetable of key events (other than those in bold, which are, subject to section 2.7b, set dates) is provided as a guide to tenderers:

<b><i>Event</i></b>	<b><i>Target Date</i></b>
Issue of RFP documentation to tenderers	5 November 2009
Registration for attendance at tenderer briefing	10 November 2009
Tenderer briefing	12-13 and 16-18 November 2009
<b>Closing date for RFP questions</b>	<b>4pm, 20 November 2009</b>
<b>Due date for responses</b>	<b>4pm, 3 December 2009</b>
Tenderer presentations	21-22 December 2009
Assessment of responses	December 2009- January 2010
Select preferred tenderer(s)	22 January 2010
Due diligence activities	January-February 2010
Contract negotiations finalised	5 March 2010
Contract awarded	19 March 2010

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

## 2.8 **Probity procedures:**

- a REANNZ has appointed a probity auditor to oversee and provide independent assurance to REANNZ on the tendering process (including the evaluation of tender responses and any decision to procure international advanced network community services under section 1.6 or to procure services from direct suppliers under section 1.7) in accordance with this RFP, the Probity Plan for the RFP, and good procurement practice. The probity auditor will not be a member of the evaluation team. The probity auditor's name and contact details are:

Shaun McHale, Director, and Warren Whelan, Assurance Manager  
Probity Services, McHale Group Ltd  
Level 7, 154 Featherston Street  
PO Box 2134  
Wellington  
DDI: 04 406 5580  
Mobile: 027 486 3412  
Fax: 04 496 5209  
Email: [shaun.mchale@mchalegroup.co.nz](mailto:shaun.mchale@mchalegroup.co.nz)

- b Should a tenderer consider that it has been prejudiced by any aspect of the tendering process (including the evaluation of tender responses), or be otherwise concerned about the fairness of the process, the tenderer should in the first instance contact REANNZ's authorised representative with written notification of the issue, the impact on the tenderer's interests, the outcome sought, and any relevant background information. REANNZ will refer the matter to the Probity Auditor for consideration and preparation of a report to REANNZ in accordance with its Probity Plan.
- c A tenderer may also contact the probity auditor directly about an issue of concern. The probity auditor may, at its sole discretion, refer the matter to REANNZ or decide to consider the matter itself in accordance with the Probity Plan and report to REANNZ.

### **3 EVALUATION CRITERIA**

3.1 REANNZ will evaluate each response on how well it meets the requirements of this RFP.

3.2 REANNZ will evaluate the responses using a weighted-attribute model.

3.3 Factors that REANNZ may take into consideration in evaluating each response include (without limit):

**a Pricing:**

- i. overall value for money for REANNZ;

**b Requirements:**

- i. ability to meet the requirements described in this RFP;
- ii. experience in providing the same or similar Services;

**c Quality of the services offered:**

- i. the quality of the services offered;
- ii. approach to quality assurance and control;
- iii. approach to continuous improvement;

**d Organisation:**

- i. organisational structure, professional standing, financial stability and reputation;
- ii. organisational and customer service culture;

**e Ready for service date:**

- i. approach to meeting the ready for service date required by REANNZ;

**f Innovation and value adds:**

- i. the degree to which the response (including any alternative solutions under section 5.14) offers innovation that would deliver to REANNZ and the advanced network community additional benefits and/or value;
- ii. other additional benefits and/or value offered by the tenderer in addition to the requirements described in this RFP;

**g Sustainability:**

- i. approach to sustainability;
- h **Quality of response:**
  - i. the completeness, quality and robustness of the response, any formal presentation and the response to subsequent requests for additional information;
- i **Collaboration:**
  - i. approach to collaboration with REANNZ, its members and REANNZ's other suppliers;
- j **Contract terms:**
  - i. the extent of the tenderer's acceptance or otherwise of the required contract terms proposed by REANNZ;
  - ii. the reasonableness, in REANNZ's sole discretion, of the terms contained in the tenderer's proposed form of contract.

These evaluation criteria are only a guide. They are not in any particular order or exhaustive and will not necessarily be accorded equal weight.

## 4 RFP REQUIREMENTS

4.1 **Overview:** REANNZ is seeking to procure high capacity, high speed, uncontested and transparent international packet network connectivity and related services that meet or exceed the Minimum Specifications set out in section 4.2a.

### 4.2 Specifications:

- a The Services must meet the minimum specifications set out in Schedule 2 (**Minimum Specifications**).
- b In addition to meeting the Minimum Specifications, tenderers are invited to propose Services that are innovative, add value and/or provide REANNZ with a commercial advantage in terms of KAREN's international connectivity (**Value-Adds**).

4.3 **Other information required:** Responses must include the information specified in Schedule 3.

4.4 **Term:** Responses must confirm:

- a time required between contract signing and ready for service date for the Services. To avoid doubt, the ready for service date of the Services must be at least 15 days and preferably 30 days before 23 March 2010; and
- b the tenderer's ability to provide the Services until at least 15 December 2013 (**Minimum Term**).

4.5 **Indicative maximum budget:** REANNZ's indicative maximum budget for the Services is NZD\$16 million.

### 4.6 Pricing:

- a Tenderers must submit separate pricing proposals for:
  - i. Services that meet the Minimum Specifications and comply with the Minimum Term;
  - ii. the maximum Services offering a tenderer can provide within REANNZ's indicative maximum budget, provided that the Services must meet the Minimum Specifications and comply with the Minimum Term.
- b The tender's pricing proposal must also specify what, if any, additional costs or charges (and any other commercial terms) the tenderer proposes for:
  - i. options for REANNZ to renew the contract after the initial term proposed by the tenderer; and

- ii. the inclusion in the contract, for REANNZ's benefit, of the ability for REANNZ to terminate the Services as at 15 December 2012 if there is a change in effective control of REANNZ or the REANNZ board determines that its business is no longer viable.
- c Responses should be based on payment of charges in full at the start of the term (or where there are several terms, at the start of each term), and may also include, as an option for REANNZ's benefit, prices based on payment of charges in monthly instalments. Responses must also indicate the financial terms that will apply in the case of early termination as referred to in section 4.6bii, including:
  - i. how charges, if paid up front, will be refunded to REANNZ in respect of the balance of the term; and
  - ii. if charges are paid on a monthly basis, what (if any) termination charges will apply.
- d All pricing in responses must be provided in either \$USD or \$NZD. Where pricing is proposed in \$NZD, responses must specify the exchange rate used to calculate the price.

## 5 RFP TERMS AND CONDITIONS

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

### 5.2 Status of RFP:

- a Except as provided in section 5.5, neither this RFP nor the RFP process shall create any contractual, tortious (including in negligence) equitable or other obligation on REANNZ or any right in favour of a tenderer that is enforceable against REANNZ (in particular, and without limit, this RFP is not a contractual offer).
- b No contract shall arise between REANNZ and any tenderer(s) until a formal written contract is signed by REANNZ and the relevant tenderer(s) covering the subject matter of this RFP.
- c If there is any conflict or inconsistency between the terms and conditions set out in this RFP and the terms contained in a tenderer's response, the terms and conditions set out in this RFP shall prevail.

### 5.3 Form of contract:

- a Subject to section 5.3b, the tenderer shall propose the form of contract to be entered into between REANNZ and the tenderer if the tenderer is successful. The reasonableness or otherwise, in REANNZ's sole discretion, of the tenderer's proposed contract terms is one of the criteria REANNZ will take into account when evaluating its response. REANNZ shall not be bound to agree the form of, or any terms and conditions contained in, the contract proposed by any tenderer.
- b Despite section 5.3a, the tenderer agrees that any legally binding contract entered into between REANNZ and the successful tenderer(s) will contain at a minimum the contractual terms set out in Schedule 4 (**Required Contract Terms**). Each tenderer will be deemed to have accepted the Required Contract Terms unless and to the extent flagged by the tenderer. To avoid doubt, the extent of a tenderer's acceptance or otherwise of the Required Contract Terms is one of the criteria REANNZ will take into account when evaluating its response.

5.4 **Validity of responses:** Once submitted, responses shall be irrevocable and shall remain open for consideration by REANNZ for a period of 180 days from the due date for responses.

### 5.5 Confidentiality:

- a REANNZ is subject to the Official Information Act 1982. A tenderer may mark specific information "Commercial: In Confidence" if it wishes to protect it. It is not acceptable that the entire response be marked as such. REANNZ will take into account such indications when responding to requests under the Act. REANNZ cannot, however, guarantee that information marked "Commercial: In Confidence" can or will be protected if REANNZ receives a request for information under the Act or if REANNZ is otherwise obliged by law to disclose such information.
- b A tenderer shall not make any public statements regarding this RFP or the awarding of a contract arising out of this RFP without the prior written consent of REANNZ.
- c No advertisement or other information relating to this RFP process, or any contract that may arise out of it, may be published in any newspaper, magazine, journal or other advertising media, or broadcast/disseminated by radio, television or other electronic media, without the prior written approval of REANNZ.

5.6 **Collection of information:** Each tenderer authorises REANNZ to collect any information from the tenderer and relevant third parties (such as referees or credit rating agencies) and to use that information as part of its evaluation of the tenderer's response.

5.7 **Conflicts of interest:** Each tenderer must, at the time it submits a response, disclose any potential conflict of interest in connection with this RFP and/or the Services, in accordance with the form provided in the Appendix to Schedule 1.

5.8 **Ownership of response documents:**

- a The responses submitted to REANNZ in response to this RFP may be retained by REANNZ.
- b Intellectual property in a tenderer's response to this RFP will not pass to REANNZ. However, by submitting a response, each tenderer licenses REANNZ to use, copy, adapt, modify and reproduce its response in connection with this RFP.

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

5.10 **Tenderers to inform themselves:**

- a REANNZ makes no representation and gives no warranty as to the accuracy or completeness of any information it has or will provide in connection with the RFP process. REANNZ accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within the RFP itself or subsequent negotiations and each tenderer must rely on its own inquiries.
- b Each tenderer is considered to have:
  - i. examined this RFP and any other information made available by REANNZ for the purposes of responding;
  - ii. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances having an effect on its response;
  - iii. made its own evaluation of the information described in sections 5.10bi and ii; and
  - iv. satisfied itself as to the correctness and sufficiency of its response including proposed prices and cost savings.

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

5.12 **Prices and GST:**

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

5.13 **Joint responses:** Tenderers may submit joint responses provided that the requirements of this RFP are met. Joint respondents must explain how they will operate together to provide the Services and how responsibilities and communications will be effectively managed.

5.14 **Alternative solutions:** REANNZ encourages innovation in tender responses and welcomes alternative solutions from tenderers for the provision of the Services. Accordingly, a tenderer may propose more than one solution for the Services in its response. Each alternative solution in a response, if proposed, should identify the commercial advantage and additional value offered to REANNZ and must comply with all of the requirements of this RFP (including the Minimum Specifications and

Minimum Term set out in section 4). Each alternative solution in a response will be treated as a separate response in the evaluation of responses. However REANNZ reserves the right in its sole discretion not to evaluate an alternative solution, or to take account of the tenderer's other proposed solutions in the response to the extent it considers appropriate.

**5.15 Responding to more than one RFP:** If tenderers wish to respond to more than one RFP, then tenderers:

- a must submit a separate response for each of the relevant RFPs; and
- b may also submit an additional response outlining the benefits and/or value to REANNZ of any proposed combined provision of services and goods tendered for in the separate RFPs referred to in 5.15a.

**5.16 Notification of RFP outcome:**

- a REANNZ will notify the successful tenderer(s) (if any) in writing that they have been selected as preferred tenderer(s) to proceed to the negotiation phase. The award of the RFP will be published on the Government Electronic Tenders Service website ([www.gets.govt.nz](http://www.gets.govt.nz)).
- b REANNZ will notify all unsuccessful tenderers in writing that their responses have not been successful. Upon request, REANNZ will provide brief reasons for the rejection of a response.
- c Any failure to reach agreement between REANNZ and the preferred tenderer(s) may result in a re-evaluation of other shortlisted tenderers. Contract negotiation may then commence with the tenderer selected from this re-evaluation. The re-evaluation process may be repeated until a successful tenderer is accepted, or until REANNZ decides to cancel the RFP process.

**5.17 Due diligence:** REANNZ and/or its nominated representative may, on notice to the successful tenderer(s), carry out a due diligence check of the successful tenderer(s) and their response(s). Following the notification in section 5.16a, REANNZ will notify the successful tenderer(s) of its intention to carry out a due diligence check, the anticipated timeframe for the process and the contact details of the person at REANNZ or its nominated representative responsible for managing the process. Each tenderer authorises REANNZ and/or its nominated representative to carry out the due diligence check described in this section and agrees to provide at its own cost all assistance and information reasonably requested by REANNZ and/or its nominated representative for this purpose.

**5.18 Referees:** Each tenderer authorises REANNZ and/or its nominated representative to contact the referees specified in its response for the purposes of this RFP.

- 5.19 **Notice generally:** REANNZ will satisfy its obligation under the RFP to provide notice (written or verbal) or other information to all tenderers by publishing that notice or information on the GETS website.
- 5.20 **Exclusion of liability:** To the extent permitted by law, REANNZ and its officers, employees, subcontractors and agents will not be liable to any tenderer (whether in contract, tort or otherwise) for any damage, loss or cost arising directly or indirectly from or in connection with this RFP.
- 5.21 **Rights reserved by REANNZ:** Despite any other provision in this RFP, REANNZ reserves the right in its sole discretion to:
- a reject all or any of the responses;
  - b not accept the lowest or any response;
  - c accept or reject any late response;
  - d evaluate and accept or reject non-conforming responses;
  - e apply, or change, and give whatever weighting it wishes to, any policy or criteria relating to the participation in this RFP or any subsequent process or evaluation of responses (including, without limit, to the evaluation criteria);
  - f divide the Services, or award different contracts for different Services;
  - g award contracts to one or more tenderers;
  - h negotiate and/or conclude a contract with any party for the provision of services the same as or similar to the Services, whether or not that party has submitted a response to this RFP, as referred to in sections 1.6 and/or 1.7 of this RFP;
  - i negotiate with any tenderer who submits a response (to the exclusion of other tenderers) at any time and upon any terms and conditions;
  - j seek further details or clarification from a tenderer about any aspect of its responses, provided that REANNZ will not be obliged to seek the same details or clarification from each tenderer;
  - k consider, evaluate and award contracts for any combined provision of services and goods tendered for in the separate RFPs, as referred to in section 5.15;
  - l amend or withdraw all or any part of the RFP on written notice to all tenderers;
  - m suspend or cancel the RFP process (in whole or in part) on written notice to all tenderers; and

n extend the closing date for responses on written notice to all tenderers.

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

**SCHEDULE 1**

**FORMAT FOR RESPONSE**

<b>1. LEGAL NAME OF TENDERER</b>	
<b>2. COMPANY OR REGISTRATION NUMBER (IF APPLICABLE)</b>	
<b>3. CONTACT PERSON</b>	<p><b>Name:</b></p> <p><b>Title:</b></p> <p><b>Address:</b></p> <p><b>Phone:</b></p> <p><b>Email:</b></p>
<b>4. REQUEST FOR PROPOSAL</b>	<p><b>Having read and understood the RFP, the tenderer listed in 1 above agrees to the terms and conditions set out in the RFP.</b></p> <p><b>In lodging this response the tenderer also warrants that:</b></p> <ul style="list-style-type: none"> <li>&gt; <b>it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of REANNZ, its officers, employees, agents, contractors or advisers other than any statement warranty or representation expressly contained in the RFP document and any Notice To Tenderers issued relating to this RFP; and</b></li> <li>&gt; <b>in compiling its response, it did not use the assistance of any REANNZ staff, or information unlawfully or inappropriately obtained from REANNZ (including information obtained from a past association with REANNZ declared in accordance with the Appendix (Conflict of Interest declaration)).</b></li> </ul>
<b>SIGNED BY/FOR TENDERER</b>	<p><b>Signature:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>

## FINANCIAL DETAILS:

REANNZ may use an independent credit rating or other organisation to conduct financial assessments and reports. For this assessment to be completed, a representative from such an organisation may contact you concerning the financial information that you provide in response to this RFP.

Information required	Tenderer information
<p>Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may affect the operations of the tenderer?</p> <p><input type="checkbox"/> Yes (provide information)    <input type="checkbox"/> No</p>	
<p>Are there any mergers or acquisitions that can be notified, either recent (within the past 12 months) or which are imminent?</p> <p><input type="checkbox"/> Yes (provide information)    <input type="checkbox"/> No</p>	
<p>Are there any court proceedings of any kind, actual or threatened, against the tenderer, its parent or associated entities or any director of the tenderer, its parent or associated entities within the past 5 years?</p> <p><input type="checkbox"/> Yes (provide information)    <input type="checkbox"/> No</p>	
<p>Are there any actions of insolvency proceedings, actual or threatened (including voluntary administration) against the tenderer, its parent or associated entities?</p> <p><input type="checkbox"/> Yes (provide information)    <input type="checkbox"/> No</p>	
<p>Are there any factors which could (in your opinion) impact on the financial ability to successfully perform the contract?</p> <p><input type="checkbox"/> Yes (provide information)    <input type="checkbox"/> No</p>	
<p>Is the tenderer solvent, and able to meet its debts as and when they fall due in the normal course of business?</p> <p><input type="checkbox"/> Yes (provide information)    <input type="checkbox"/> No</p>	

**INSURANCE DETAILS:**

REANNZ requires insurance appropriate for the services contemplated by this RFP. Please advise of your insurance cover as follows:

Information required	Tenderer information
<b>PUBLIC &amp; PRODUCT LIABILITY INSURANCE</b>	
Name of Insurance Company(ies):	
Policy Number(s) :	
Expiry Date:	
Policy amount:	
Please attach a copy of your insurance	

**CONFLICT OF INTEREST INFORMATION:**

Conflict of interest declaration to be provided in accordance with the Appendix to this Schedule.

**REQUIRED INFORMATION:**

<b>Section</b>	<b>Section description</b>	<b>Response</b>
4	Requirements	A detailed clause by clause response is required for each requirement set out in section 4.
	Specifications:	Insert detailed response describing your proposed specifications for the Services. Your response to this section must include a detailed response describing:  a If and how the Services meet or exceed the Minimum Specifications; and  b any Value-Adds not already discussed in your response to a.

	Other information required (Schedule 3):	Insert detailed response to each section in Schedule 3.
	Term:	Insert detailed response.
	Indicative maximum budget:	Insert detailed response.
	Pricing:	Insert detailed response.
5	Joint response (if applicable)	Insert detailed response, including an explanation of how joint respondents will operate together to provide the Services and how responsibilities and communications will be effectively managed.
	Alternative solution(s)(if applicable)	For each alternative solution(s) (if any), insert a detailed response for each of the Requirements set out in section 4.
Schedule 4	Required Contract Terms	Indicate any changes that you request to the required contract terms set out in Schedule 4. Note, your acceptance or otherwise of the required contract terms contained in Schedule 4 is one of the criteria REANNZ will take into account when evaluating your response. REANNZ will not be bound to agree to changes requested.

**ADDITIONAL INFORMATION TO BE PROVIDED:**

<b>Description</b>	<b>Response</b>
Sustainability	Insert detailed response on your approach to sustainability and continuous improvement in providing the Services.
Quality assurance	Insert detailed response on your approach to quality assurance and control in providing the Services.
Collaboration	Insert detailed response on your approach to working with REANNZ's customers and other suppliers in providing the Services. Your response should include evidence of demonstrated ability to act in a cooperative and collaborative manner (and the results of such behaviour) with other

	suppliers in a multi-vendor environment.
Organisational information	Insert detailed response on your organisational structure and culture.
Proposed contract terms	Insert the contract terms you propose for the provision of the Services taking into account the Required Contract Terms required by REANNZ. REANNZ will not be bound to agree to form of contract proposed.
Relevant experience and references	<p>Insert detailed response on your relevant experience in providing services the same as or similar to the Services and at least 3 references from existing customers to whom you provide services the same as or similar to the Services. For each referee, you must include:</p> <ul style="list-style-type: none"> <li>&gt; the name of the referee</li> <li>&gt; the email address and telephone number of the referee's key contact person</li> <li>&gt; an overview of the referee's business</li> <li>&gt; an overview of the services provided to the referee</li> <li>&gt; the period over which the services were provided to the referee.</li> </ul>

**APPENDIX**

**CONFLICT OF INTEREST DECLARATION**

**INTERNATIONAL NETWORK CONNECTIVITY AND RELATED SERVICES FOR THE  
KIWI ADVANCED RESEARCH AND EDUCATION NETWORK**

1. Are you aware of any interests on the part of the tenderer, its staff, consultants and partners in relation to REANNZ or the services specified in the RFP? Interests to be disclosed include (without limitation):

- > any financial or non-financial association with a member of REANNZ’s staff, management or board; and
- > any former association with REANNZ in the four years preceding the date of the tender, whether as a member of REANNZ’s staff, management or board, or as a contractor, consultant, or adviser to REANNZ.

No

Yes

Please provide details:


Please advise your strategy for managing the interests noted above, should a contract be awarded.


2. Please provide details of your strategy for identifying, managing and preventing conflicts of interest during the contract period.


Tenderer Name	
Authorised Signature	
Date	

## SCHEDULE 2

### MINIMUM SPECIFICATIONS

- 1 International Network:** The solution must be a high speed, uncontested, transparent packet network linking the advanced network community to international networks.
- 2 Service demarcation:** The demarcation point for the Services will be the KAREN facing Ethernet port on the service provider's equipment at each of the POPs.

*Information: The present service demarcation points are 1GE ports on dedicated routers fitted with STM WAN interface modules.*

- 3 Diversity and resilience:**
  - 3.1 The solution must provide physically diverse circuits between each service demarcation point at each peering point and the relevant submarine cable landing station.
  - 3.2 The solution must provide service protection for not less than 20% of the proposed capacity between each of New Zealand and Australia and New Zealand and the United States.
  - 3.3 **Ready for service date:** The ready for service date of the Services must be at least 15 days and preferably 30 days before the end date.
- 4 Capacity:** The solution must provide connectivity of at least:
  - a 1Gb/s to USA; and
  - b 1Gb/s to Australia.

- 5 Configuration:** The solution and service provider must accept and enable service configuration requests that may be regarded by the provider as "unusual" or non-standard.

*Information: As KAREN is both an advanced and research network, occasionally, specific configurations or services to support specific projects may be required.*

- 6 Peering:**
  - 6.1 The solution must peer with KAREN's national network, other international advanced networks and other networks in support of the advanced network community.
  - 6.2 The solution must peer with:

- a at least one of the following KAREN POP facilities in Auckland, New Zealand:
  - i. Vector Communications, Unit C, 46 Northcote Road, Auckland; and
  - ii. Citylink in Kingston Street, Auckland;
- b at least one of the following Pacific Wave facilities in the United States:
  - i. Seattle - Westin Building, 2001 Sixth Ave, Seattle, WA;
  - ii. Los Angeles -
    - o 1 Wilshire (624 S. Grand), Los Angeles
    - o 818 W 7th, Los Angeles
    - o 600 W 7th, Los Angeles;
  - iii. Bay Area -
    - o Level3, 1380 Kifer Road, Sunnyvale, CA 94086
    - o 529 Bryant Street, Palo Alto, CA 94301; and
- c AARNet in Australia - Equinix Centre, Unit B, 639 Gardeners Road, Mascot, Sydney, NSW.

6.3 The tenderer should indicate the ability of the solution to also peer at one or more of the following international POPs (**optional POPs**):

- a Japan
  - i. NTT Communications Otemachi Building, Otemachi 2-3, Chiyoda, Tokyo;
  - ii. KDDI Otemachi Building, Otemachi 1-8-1, Chiyoda, Tokyo;
- b Hong Kong - Mega i-Advantage building in Chai Wan, 399 Chai Wan Road; and
- c Singapore - 6th floor SingAREN colocation Rack 1, 2 Tai Seng Avenue, Singapore.

The tenderer must disclose any limitations or constraints on the establishment of any of the optional POPs that would introduce additional costs for the Services.

*Information: Each POP has specific rules around the types of interfaces and interconnects that are permitted within that facility.*

## **7 Peering Sessions:**

7.1 The Services must support multiple simultaneous peering sessions, at a minimum:

- a US – 30 IPv4, 20 IPv6, 10 MSDP;

- b AU – 10 IPv4, 10 IPv6, 2 MSDP; and
- c NZ – 5 IPv4, 5 IPv6, 5 MSDP.

7.2 Tenderers must confirm:

- a that edge routers are for the exclusive use of REANNZ; and
- b how they will support ongoing configuration and design changes during the lifetime of the Services as required by REANNZ.

**8 Protocols:**

8.1 The following protocols and services are either supported now, or will be required to be supported in the near future and any proposed solution must be transparent to them:

- a 802.1Q VLAN tagging;
- b EBGP and IBGP with both IPv4 and IPv6;
- c IS-IS;
- d IPv4;
- e IPv6;
- f Jumbo frame IP MTU of at least 9000 bytes;
- g IPv4 Multicast including PIM Sparse Mode; Multicast Source Discovery Protocol (MSDP); and Multiprotocol BGP (MBGP); and
- h IPv6 Multicast including PIM Sparse Mode and Source Specific Multicast (SSM).

*Information: For BGP, the current routing table contains approximately 13,000 IPv4 prefixes, 1,600 IPv6 prefixes and 2,600 IPv4 multicast prefixes.*

**9 Jitter:** The jitter performance of the solution must be less than 2ms and preferably less than 1ms.

**10 Latency:** Tenderers must state the design latency between the solution demarcation point in New Zealand and the solution demarcation point in each proposed international POP.

**11 Service Availability:** Tenderers must state the design end-to-end availability of the network service offered and the threshold Packet Error Rate used to define the Availability state.

## **12 Access to Active Devices:**

- 12.1 The solution must allow for read-only access to all L2 and L3 packet network devices for REANNZ personnel and, as appropriate, agents of REANNZ. Write access will not be required.
- 12.2 The solution must provide SNMP access to active devices, with in band access via SNMP preferred over out of band access. In some cases ssh or telnet access will be required with access to a limited set of read-only commands.

*Information: REANNZ uses this access to enhance its and the advanced network community's visibility and understanding of end-end traffic performance over the solution.*

## **13 Service Management:**

- 13.1 The Services must be fully managed by the service provider and must incorporate all aspects of the proposed solution, including all features and functions required for the Services to be useable by KAREN members. This includes (without limit):
- a Peering configuration and availability including IPv4, IPv6 and multicast peering sessions;
  - b Circuit availability;
  - c Interface availability;
  - d Edge device availability;
  - e Edge device Configuration; and
  - f Additional features contributing to the overall service such as jumbo frames or 802.1Q VLAN tagging.
- 13.2 The service management Services must be integrated into the KAREN Service Desk. Tenderers must detail how the solution will integrate into the KAREN Service Desk from both process and technical perspectives.

*Information: REANNZ currently operates the KAREN Service Desk, provided by a third party telecommunications provider, as a single point of contact for all KAREN related network matters. This includes incident, problem, change and configuration management matters. REANNZ has issued an RFP for the national network service management which will include the provision of the services that comprise the KAREN Service Desk.*

## **14 Transition Services:**

- 14.1 The Services must include the provision of the following transition-in Services:

- a establishment and migration of technical peering relationships with other networks;
- b co-ordination of interconnection with local peering fabrics; and
- c all other assistance and other information as REANNZ may reasonably require to enable the orderly transition and efficient migration of the Services to the new service provider.

REANNZ expects to work closely with the new service provider to ensure a smooth transition.

14.2 The Services must also include disengagement services. See paragraph 4 of Schedule 4.

### **SCHEDULE 3 OTHER INFORMATION REQUIRED**

- 1 Reporting and Monitoring:** Tenderers must detail the service management reporting and monitoring that will accompany the solution. This should include (but is not limited to):
  - a device performance;
  - b circuit performance;
  - c service Availability incorporating both Layer1 transport connectivity and also Layer2, Layer3 and Layer4 service features (e.g. failure of BGP route);
  - d capacity; and
  - e traffic profile and capacity utilisation.
  
- 2 Capability and Experience:** Tenderers shall demonstrate and describe the following:
  - a current customers and operations that they support, coupled with details of service levels in place (past and present) and performance (positive and negative) in the last 2 years, measured against those service levels;
  - b skills and experience of the staff who would be involved in supporting the proposed service;
  - c dealing with a 'knowledgeable' user base, i.e. more on a peer to peer basis;
  - d integration experience in a multi vendor equipment network;
  - e ability to work with multiple parties, including equipment vendors and service companies, to respond to network events in an effective way;
  - f size of the team that would support KAREN operations;
  - g characteristics and capability of the current (if it already exists) or proposed network management centre – including robustness, power, evidence of standardised procedures of event logging, diagnosis, clearing, reporting, routine tests/checks;
  - h experience in handling of and role in, network capacity and geographical expansions, connection of new services; and
  - i the extent and means by which users can access network status diagrams, fault logs and their traffic statistics/usage on a near real time basis.

## **SCHEDULE 4**

### **REQUIRED CONTRACT TERMS**

**1 Scalability of Services**

REANNZ will have the ability to change the Service requirements via a change control process.

**2 Standard of services**

The service provider will be required to:

- > plan, design, build, operate and maintain the Services in the same manner and to the same standards; and
- > provide the Services in accordance with the processes and procedures,

that the service provider generally provides to its other major customers that procure business critical telecommunications and information technology from the service provider.

**3 Service levels**

The service provider's provision of the Services will be measured against service levels. REANNZ does not require the payment of service credits for service level defaults.

**4 Disengagement**

The service provider will provide disengagement services to REANNZ, including providing all assistance, documentation (including manuals, designs, configurations and records of "as-built" facilities) and other information to REANNZ as REANNZ may reasonably require to enable the orderly transition and efficient migration of the Services from the service provider to REANNZ or its nominated successor supplier, with as minimal interruption, disruption or degradation of the service, functionality or operations as is possible.

**5 Assignment**

REANNZ will have the right to:

- > assign or the transfer some or all of its rights and obligations under the contract; and
- > in any event, resell the capacity procured by it under the contract, without the consent of the service provider where there is a change in effective control of REANNZ or the REANNZ board determines that the business is no longer viable.