



Request for Proposals

24-96 River Flood Hazard Modelling



RFP released: 11 11 24

Deadline for Questions: 04:00 PM 20 11 24

Deadline for Proposals: 04:00 PM 05 12 24

Gisborne District Council
15 Fitzherbert Street
Gisborne 4010

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This opportunity in a nutshell

Gisborne District Council (**Council**) are seeking one or more Successful Respondents with the expertise to deliver river flood hazard modelling and geomorphic change analysis across several catchments in Tairāwhiti. This project is critical to enhancing our understanding of flood risk and mitigation options for communities recently affected by severe flooding. This is your opportunity to contribute to a project of significant impact, working with a dedicated team to shape the future resilience of Tairāwhiti.

What we need

We need one or more Successful Respondents to deliver industry good practice river flood hazard modelling and geomorphic assessment to assess options to improve flood resilience in selected catchments.

Software for flood modelling must be: TUFLOW, MIKE + or HEC.

The catchments have been grouped into three work packages. You may bid on one, two, or all three of these work packages.

ID No.	Work Package	Model Expected
1	Te Arai	One model expected
2	Ūawa (Mangaheia, Mangatokerau, Hikuwai)	One model expected
3	Tokomaru Bay (Waiotu, Mangahauini); Makarika; Poroporo	Two or three models expected

The Successful Respondent(s) will develop detailed inflow hydrology, analyse the catchment in order to understand potential future sediment inputs as well as geomorphic change and develop industry good practice flood models in which geomorphic change is addressed on the same time scale as the adopted climate change scenarios. The geomorphic change element is important to the success of the modelling, as these catchments are among the highest in sediment flux in the southern hemisphere.

Respondents should allow for at least a two-day site visit to inform the flood modelling and the geomorphic assessment. Should a data gaps analysis by the Successful Respondent identify data deficits, this should be communicated as early as possible for Council's consideration. Council can action site survey promptly to gather topographic or other data.

We need Successful Respondent(s) willing to work closely with our chosen peer reviewer throughout every stage of the project inclusive of fortnightly meetings. The aim of this is not only to ensure high-quality technical outcomes, but also a degree of consistency across the modelling being done across the three separate work packages.

The project requires the Successful Respondent(s) to present assessments to local communities alongside Council's project team. This work will guide catchment and infrastructure planning in one of New Zealand's most climate change prone regions.

Due to the complexity and unique nature of our catchments, we are seeking Successful Respondent(s) with local knowledge and experience working within Aotearoa, particularly in catchments with high geomorphic activity.

What we don't want

We do not want methodologies which are untried and untested. We are looking for proposals that are based on industry good practice and the Successful Respondent's demonstrated experience with clear evidence of success. The focus should be on fit for purpose, well-established approaches that utilise existing datasets and meet project requirements.

Development of flood risk mitigation options is out of scope of this contract as this is being undertaken by the wider project team. However, discussion of ideas is welcomed. A shortlist of flood risk mitigation options for each catchment will be provided to the Successful Respondent(s) for modelling.

We do not want proposals involving new survey data collection, as this will be provided. However, a geomorphic assessment and site visit is expected to be proposed by the Successful Respondents and new data will likely be collected.

What's important to us

Council seeks credible suppliers with the capability, experience, and resources to deliver industry good practice hydrological, flood modelling and geomorphic assessment tailored to our region's needs. We value Respondents who can demonstrate a strong track record in similar projects, particularly in tailoring the modelling approach to the specific catchment considering the variability in datasets.

Effective face to face communication and collaboration with local communities, especially Māori, will be regarded highly.

We value honesty, clear communication, and technical excellence. We don't want you to give us the answer you think we want to hear. We understand that modelling can be complex, and decisions will need to be made collaboratively throughout the project. We want people who have a breadth of experience. From the model inputs, build and calibration, to appropriately representing mitigation options and describing the impact of these in model outputs and at community meetings.

Why should you bid?

This project offers a unique opportunity to contribute to the resilience and sustainability of Tairāwhiti's Cyclone Gabrielle impacted communities. Passionate industry experts within the flood modelling and fluvial geomorphology fields will find this project both challenging and rewarding. Your work will directly impact the safety and wellbeing of severely flood prone communities. By bidding on this contract, you can make a meaningful difference in the region's future while showcasing your expertise in a critical environmental management project.

A bit about us

Gisborne District Council is dedicated to mitigating the risk to life and property from flooding for our community by managing and protecting the region's natural and built environments. We focus on delivering sustainable and resilient infrastructure that supports the wellbeing of our communities. We have very limited flood modelling coverage in our region, and to date rely heavily on flood spread mapping from the 1980's flood events to guide us in planning decisions. We are excited about this opportunity to gain insights into future flood risk and resilience options. This procurement aligns with our commitment to safeguarding Tairāwhiti against the impacts of climate change and natural disasters. The aim is that our catchments are managed in a way that protects both people and ecosystems for generations to come.

SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the River Flood Hazard Modelling contract.
- b. This RFP is a single-step procurement process.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means ‘a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.’. Definitions are at the end of [Section 6](#).



1.2 Our timeline

- a. Here is our timeline for this RFP.

Steps in RFP process:

Date:

Deadline for Questions from suppliers: 20 November 2024

Deadline for the Buyer to answer suppliers' questions: 26 November 2024

Deadline for Proposals: 4:00 PM - 05 December 2024

Unsuccessful Respondents notified of award of Contract: 20 January 2025

Respondents' debriefs: week commencing 27 January 2025

Anticipated Contract start date: 20 January 2025

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



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact via GETS.



1.4 Developing and submitting your Proposal

- a. There are 3 work packages listed above, and in the Schedule of Prices, you may tender for some or all the packages.
- b. This is an **open**, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- c. Take time to read and understand the RFP. In particular:
 - i. Understand that there are three separate work packages to bid on. This is explicit in the pricing schedule template.
 - ii. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - iii. in structuring your Proposal consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- d. For helpful hints on tendering and access to a supplier resource centre go to: [www.procurement.govt.nz/for suppliers](http://www.procurement.govt.nz/for-suppliers).
- e. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- f. In submitting your Proposal, you must use the Response Form provided. This is a Microsoft Word document that you can download.
- g. You must also complete and sign the declaration at the end of the Response Form.
- h. You must use the pricing schedule template for your pricing information.
- i. Please limit your Proposal to a maximum of 20 pages, using a font size of no less than 11 points.

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- j. Soft copies of your Proposal should be submitted in PDF format.
 - k. Proposal information should be submitted in a **two 'envelope' system** (i.e., x2 electronic documents). Information relating to price (e.g., Pricing Schedule) should be in one clearly marked '**Price**'. Other information should be placed in a '**Supporting Information**' document.
 - l. Check you have provided all information requested, and in the format and order asked for.
 - m. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!
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1.5 Address for submitting your Proposal

- a. Proposals must be submitted electronically via GETS.
 - b. Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.
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1.6 Our RFP Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for **three** calendar months from the Deadline for Proposals.
 - b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#). We have not made any variation to the RFP-Terms.
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1.7 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz
 - b. If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.
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SECTION 2: Our Requirements

2.1 Background

Gisborne District Council has received Crown Infrastructure Partners (CIP) funding to improve Tairāwhiti's flood resilience. Funding has been provided in response to impacts observed during Cyclone Gabrielle. There are a number of communities across Tairāwhiti which were severely impacted by Cyclone Gabrielle. This time sensitive project will assess options to support recommendations to enhance flood resilience for these catchments. The objective is to utilise flood modelling and geomorphic change assessment to assess a shortlist of flood mitigation options (shortlist provided by others).

2.2 What we are buying and why

This RFP seeks to procure flood modelling, and fluvial geomorphic expertise to develop industry good practice assessments of flood and geomorphic hazard and mitigation strategies per catchment. The catchments have been grouped into three work packages, detailed below. The project's optioneering workstream (out of scope of this contract) will provide a list of mitigation options that the Successful Respondent(s) will represent in the modelling. Due to this not yet being well defined, a time-based fee allowance for modelling the shortlist of options must be provided in the Schedule of Prices.

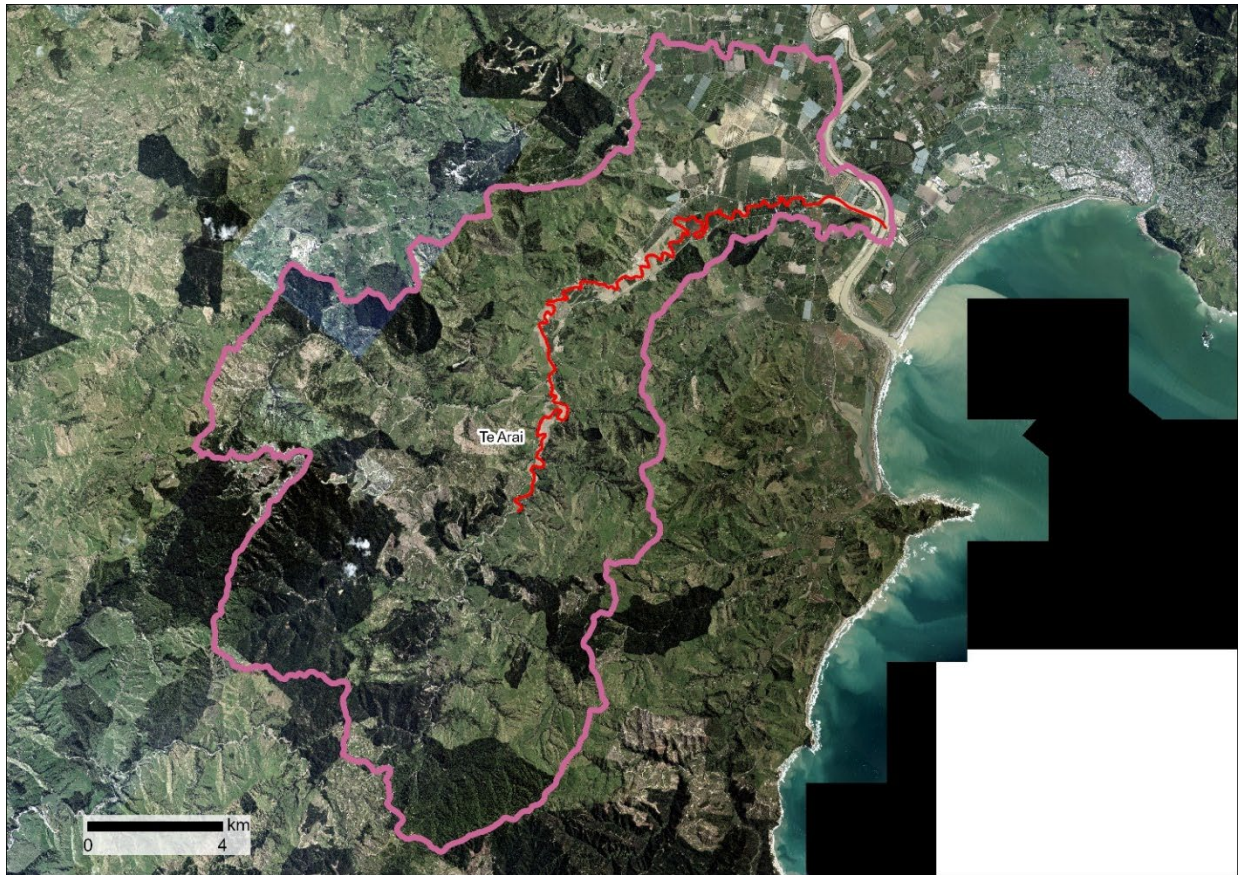
This assessment is required primarily to understand the impact of the mitigation options to enable a recommendation to be arrived at (which may be a combinations of options), and to support resource consenting and detailed design of the recommendation. The flood hazard mapping will also be used for district planning and setting floor levels.

Summary documents of Council's available data for each of catchment is available and will provide valuable information to the Respondents in considering their proposed Methodology.

The area of interest for modelling is indicated in each of the below map images by the red line. These are available as a shape file. The Successful Respondent(s) will propose a model extent suitable for producing results for the areas of interest.

Work package 1: Te Arai

A single flood model is expected to be developed to deliver this work package.



Te Arai River is a tributary of the Waipaoa River, joining the Waipaoa around 5 km from Tūranganui-a-Kiwa / Poverty Bay. Te Arai originates in the Waterworks Bush at around ~700m elevation, and drains a 220 km² catchment, with large portions of the upper sub-catchments forested.

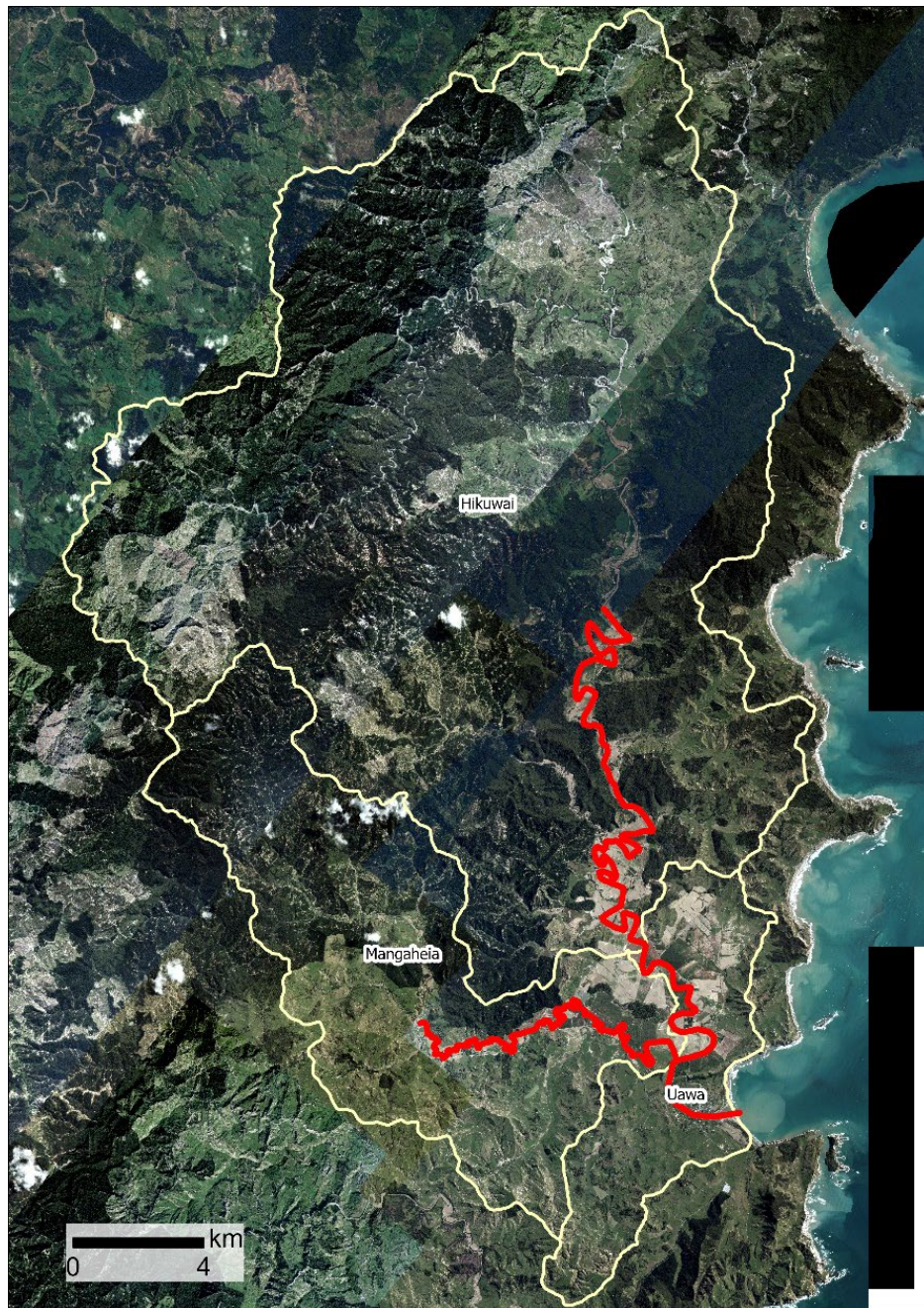
A summary document of Council's available data for Te Arai is available as part of Attachment A.

Iterative modelling of large woody debris blockage of channel and bridges is expected.

Tailwater conditions of the Waipaoa River are expected to be included.

Work package 2: Uawa (Mangaheia, Mangatokerau, Hikuwai)

A single flood model is expected to be developed to deliver this work package.



The Ūawa catchment has a 668km² area and is located north of Gisborne. Key rivers in this catchment include the Ūawa, Hikuwai, and Mangaheia.

A summary document of GDC's available data for Ūawa is available as part of Attachment B.

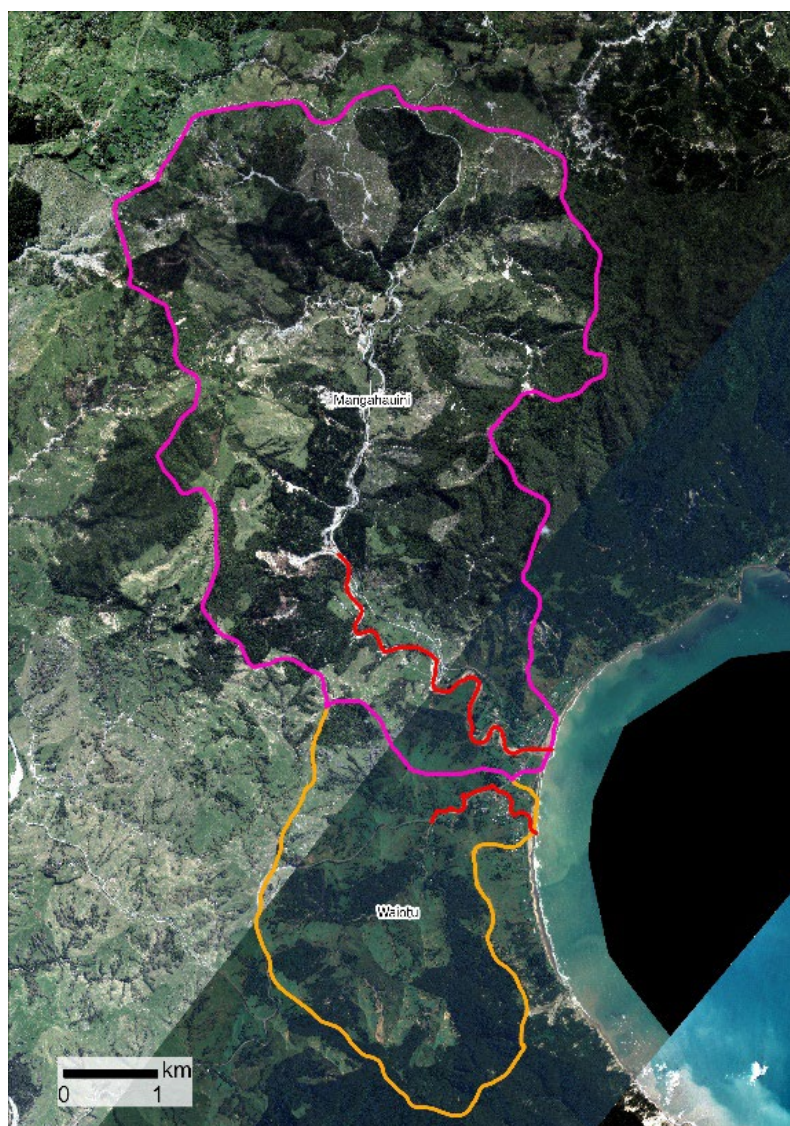
Iterative modelling of both large woody debris blockage of bridges, and river mouth blockage is expected.

Work package 3: Tokomaru Bay (Waiotu, Mangahauini); Makarika; Poroporo.

Two or three flood models are expected to be developed to deliver this work package. It is at the discretion of the Respondent if they wish to propose to model Makarika and Poroporo as one, given they are both in the Waiapu catchment.

Tokomaru Bay

Waiotu Stream and Mangahauini River discharge into the ocean at Tokomaru Bay within close proximity and share the same coastal floodplain. It is expected that these catchments will be combined in one flood model.



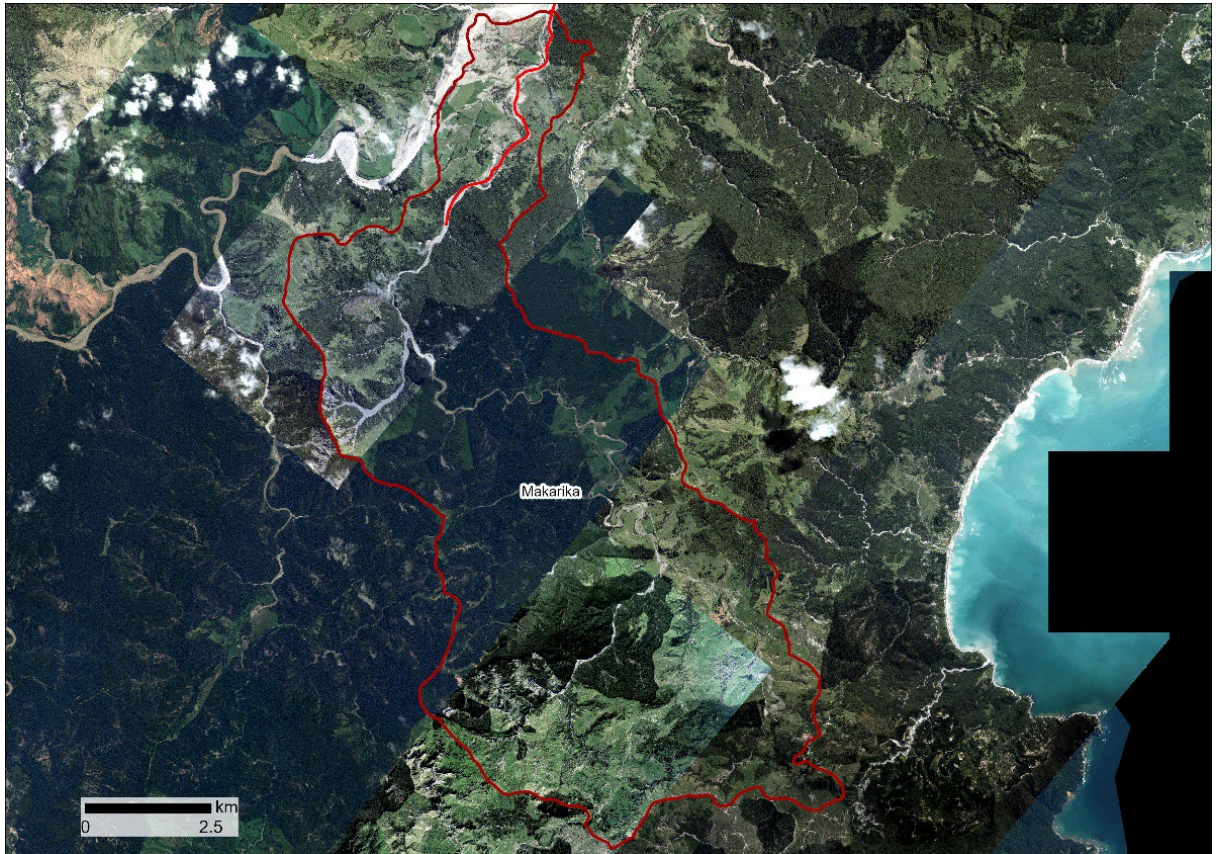
Waiotu Stream has a catchment area of 8.5km², which includes the Mangapuketea and Kaiāwahā Stream sub-catchments. Approximately one third of the Tokomaru township sits within the Waiotu Stream catchment. The Mangahauini catchment is approximately 24km² in area and is the main catchment feeding into Tokomaru Bay. There has been considerable geomorphic change in this catchment in recent years and is a significant consideration in assessing risk in the lower reaches of the catchment. Although this hasn't been specifically mentioned for the other catchments, a similarly fit for purpose approach is expected to be applied.

Summary documents of GDC's available data for each of the Waiotu and Mangahauini catchments are available as part of Attachment C.

Iterative modelling of both large woody debris blockage of bridges, and river mouth blockage is expected.

Makarika

The Makarika stream runs approximately parallel to SH35 from Te Puia to its confluence with the Mata River, a short distance west of Ruatoria. The stream is approximately 28km in length and has a catchment area of 80.9km².



A summary document of GDC's available data for the Makarika catchment is available as part of Attachment C.

Iterative modelling of both large woody debris blockage of bridges, and tailwater conditions of the Mata River is expected.

Poroporo



The headwaters of the Poroporo River are on the southern flank of Whakaangiangi (alt. 539m) in the Ruatoria State Forest. The headwater stream runs in a southerly direction, and then as the Poroporo River, turns in an easterly direction and some 18km to the east passes under SH35 just north of Tikitiki. After a further 7km the Poroporo discharges into the Waiapu River near its mouth. The last 16 km of the river has a meandering single thread channel.

The Poroporo River catchment (69 km²) shares its southern boundary with the northern boundaries of the Mangaoporo River and Paoruku Stream catchments.

A summary document of GDC's available data for the Poroporo catchment is available as part of Attachment C.

Iterative modelling of both large woody debris blockage of bridges, and tailwater conditions of the Waiapu River is expected.

2.3 What we require: the solution

We require a solution that delivers industry good practice river flood hazard modelling and geomorphic change and hazard assessment. Industry-standard software tools and techniques are expected to be used. Software for flood modelling must be: TUFLOW, MIKE + or HEC.

Deliverables are required to be produced by the Successful Respondent(s), and each Milestone requires a memo to be produced by the Successful Respondent(s) and agreement and signoff by the Peer Reviewer prior to proceeding to the next stage. The project's fortnightly meetings will include the Successful Respondent's relevant team members and the Peer Reviewer as required; and it is expected that upcoming memos will be discussed, reducing the need for significant changes required prior to signoff.

A proposed staging of the project is outlined below, including required Deliverables and Peer Review Milestones (M) relevant for all work packages. Please note the hold points need not delay work unrelated to that milestone.

Data Review and Model Schematisation

1. Request and review available data from GDC and other sources as required
2. Data Gap Analysis
3. M1. Prepare model schematisation, with memo for approval (**HOLD POINT**)

Geomorphic Assessment

4. M2. Prepare geomorphic methodology, with memo for approval (**HOLD POINT**)
5. M3. Geomorphic assessment of key geomorphic risks and changes in the catchment and the likely impacts on flooding or river course change risks (avulsion). Provide report for approval (**HOLD POINT**)

Flood Model Build and Calibration

6. Develop, calibrate, and validate hydrologic and hydraulic model
7. M4. Deliver model build and calibrations report. For approval (**HOLD POINT**)

Model Simulations

8. Historic climate model runs (present day scenarios)
9. Allow for providing a stage- (or flow-) vs. AEP curve at two locations nominated by GDC
10. Propose and model a range of feasible sensitivity scenarios, including geomorphic change
11. Future climate model runs, including allowances for geomorphic trends if appropriate
12. Model shortlisted flood mitigation options provided by the Gisborne District Council. Provide shortlist results as an interim deliverable to GDC, prior to reporting, to allow option development to proceed in parallel with reporting
13. M5. Describe the flood impacts of the modelled options. Deliver report (**HOLD POINT**)
14. Participation in community meetings and produce maps and animations to explain the impacts and benefits of flooding and mitigation options. While the meetings will be organised and led by GDC, the consultant will be responsible for preparing and presenting technical information including (but not limited to) relevant maps, tables and charts. Respondents should allow per work package for one staff member to travel to Gisborne for an evening community meeting, and two meetings via MS Teams
15. Deliverables:
 - a. Monthly project reporting;
 - b. Operational flood model file packages with no restriction on use;
 - c. GIS layers (depth, velocity, extent, hazard [per Australian Rainfall Runoff Guidelines]);
 - d. Model schematisation memo;
 - e. Geomorphologic assessment methodology memo;

- f. Model build report covering modelling assumptions, assessment of geomorphic change and other sensitivity scenarios, model run matrix;
- g. Geomorphic Trends Report providing a summary of key geomorphic risks, geomorphic changes, mapping of key changes, impact on flood model parameters, recommendations for future monitoring. Include data sources used. Include maps. Submitted in digital format as agreed by GDC;
- h. Shortlist modelling report, including description of the outcomes of the historical and future climate model runs and the flood impacts and effectiveness of the modelled options. This will include identification of high-hazard areas and areas of residual risk. Relevant/selected flood model results will be provided as PDF maps;
- i. Spatial Data Set identifying areas of geomorphic risks and erosion hotspots (ArcGIS Pro compatible).

The Successful Respondent(s) will develop industry good practice inflow hydrology, analyse the catchment to understand potential future sediment inputs as well as geomorphic change, and develop industry good practice hydrodynamic models in which geomorphic change is addressed on the same time scale as the adopted climate change scenarios.

The Successful Respondent(s) will refine the flood model calibration with an approach which shall include but not be limited to: manually delineated and defined roughness elements, a suitably sized mesh, manually enforced structures such as stopbank crests and significant channel inverts where channel survey is available, or agreed assumptions if significant channel's invert survey is not available.

Analysis of geomorphic changes should include a fit for purpose catchment specific methodology to evaluate how alterations in channel morphology, sediment transport, and riverbed elevation impact flood behaviour and model accuracy. The assessment will inform model sensitivity testing, calibration and help identify areas in future climate scenarios where geomorphic dynamics significantly influence flood risk. Please note: The findings of the geomorphic assessments are only for the area of interest. However, we appreciate the longitudinal connectivity of geomorphic processes and that the geomorphic assessment may need to consider catchment scale processes.

The geomorphic assessment will include at minimum:

- Geomorphic Data Analysis:
 - Analyse changes in riverbed elevation using topographic trends, cross-sectional profiles, and bathymetric surveys
 - Identify risks of sediment build-up (aggradation) and erosion (degradation) impacting flow dynamics and flood risks
 - Integrate sediment and morphology data into model parameters (e.g., channel roughness, sediment variability) to enhance model accuracy
 - Recommendations for reflecting geomorphic trends or risks in hydraulic model sensitivity scenarios and future state modelling
- Erosion and Bank Stability Assessment:
 - Identify at a high level and map areas/reaches prone to erosion, noting implications for high flood risk areas and model boundaries
 - Highlight erosion hotspots near infrastructure, flow paths, or community assets
- Change Detection Mapping:
 - Develop maps that illustrate geomorphic changes, including river channel shifts, erosion/deposition areas, and floodplain alterations
 - Use historical vs. current data overlays to show geomorphic transformations
 - Summarise spatial trends and their impact on flood modelling and risk areas
- Recommendations for ongoing monitoring.

The flood modelling methodology is expected to include iterative modelling of river mouths, tailwater conditions, large woody debris blockage of channels and bridges, where appropriate.

The Tenderer must address joint probability of sea level and flood flows in their methodology.

During the data review, or model build we would expect prompt notification from the Successful Respondents of discovery of significant structures for which survey has not been provided (stopbank crests, channel invert, etc.). Council may seek at this point to promptly survey these features for inclusion in the model.

The initial model build is to include a model for each catchment for 1% AEP with and without climate change. The shortlisted flood risk mitigation options are as yet unknown but are likely to comprise for example new and upgraded stopbanks/flood walls, sill banks and floodways, flood gates, berm reshaping, upper catchment land use change and combinations of the above. Stopbanks and flood walls will be modelled with 'glass walling' techniques for 'design protection' scenarios, and without 'glass walling' to demonstrate the impact of flooding in 'design exceedance' scenarios.

For the purposes of tender evaluation, we require a way of comparative pricing of the shortlist optioneering stage. Please provide a methodology and total cost, including a breakdown of hours by grade, for the following generic shortlist options based on the descriptions below. Note that the actual shortlists are yet to be determined and may or may not include these activities.

- Glass wall defence to represent a stopbank or flood wall (assume 500m and that indicative shapefile of alignment would be provided by GDC)
- Widening river channel (assume 500m length altering cross sections or 2D DEM depending on modelling type)
- Vegetation removal from riverbanks (assume 500m length, 50m width on one bank)
- Allow for 4 flow scenarios for modelling of the shortlist option including:
 - o 1% AEP without climate change; and with climate change (including bed level alteration informed by the geomorphic assessment).
 - o 2 other flow scenarios to still be determined, from the scenarios already modelled in the base model.

Please name the staff, their roles and note any assumptions made in estimating these costs. The roles this work is allocated to must be consistent with the approach described in your Methodology and Resourcing sections of your submission.

2.4 What we require: capacity

We are seeking suppliers with the resource capacity to dedicate to and deliver this project within the indicated timeframe. It must be understood that there are factors that may delay parts of the project, therefore flexibility in the Successful Respondents' resourcing to accommodate delays is essential. Such foreseeable factors include delay of the supply of bathymetric LiDAR which is currently being collected (due February 2025), and prolonged community engagement (ongoing throughout the term of this contract). Delays of less than three months will not constitute a breach of the contract by Council and therefore Council will not be held liable for any costs for such delay.

Respondents must demonstrate ability to allocate sufficient resources including software licencing, processing capacity, and personnel. Demonstration of the project team's capacity to undertake data review, flood modelling, fluvial geomorphology, and availability for online fortnightly meetings, an in-

person catchment tour, and several community presentations. The Respondent must be able to demonstrate they can meet the project’s timeline and deliverables without compromising quality.

We are also seeking suppliers with sufficient internal project management capacity to ensure successful project delivery, who will engage responsively with GDC’s workstream lead/team and participate in GDC’s project risk management. This will include the monthly project report noted under ‘Deliverables’ but respondents should also allow for a kick-off meeting and giving project updates/risk management discussions during the fortnightly project meeting.

2.5 What we require: capability

The Successful Respondents must have proven capability in delivering similar projects in river flood hazard modelling and fluvial geomorphic analysis, particularly in environments with high sediment loads and complex hydrological history. The Respondent should demonstrate a strong track record in integrating large datasets, ensuring data accuracy, and producing industry good practice assessments. Experience in working with local communities, especially Māori, to incorporate cultural values into the modelling process will be regarded highly.

2.6 Contract term

We anticipate that the Contract will commence **20 January 2025**. The anticipated Contract term and options to extend are:

Description	Term
Initial term of the Contract	20 January 2025 – 30 June 2026
Options to extend the Contract	N/A
Maximum term of the Contract	17 months

2.7 Key outcomes

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

Description	Indicative date for delivery
Data review and model schematisation	February 2025
Geomorphic assessment, and flood model build and calibration	June 2025
Completion of shortlist modelling	September 2025
Presentation of findings to community	January 2026
Final reporting	February 2026

ID No.	Work Packages	Model Expected
1	Te Arai	One model expected
2	Ūawa (Mangaheia, Mangatokerau, Hikuwai)	One model expected
3	Tokomaru Bay (Waiotu, Mangahauini); Makarika; Poroporo	Two or three models expected

2.8 Other information

- We estimate the services required will include hydrological modelling for approximately nine catchments, Work package 1: one model expected, Work package: one model expected, Work package 3: two or three models expected. Hydraulic modelling will be required for only parts of each river, to provide accurate model results within the GDC-specified areas of interest.
- Payment will be made monthly on invoice, contingent on the successful delivery of agreed milestones.
- New Intellectual Property arising as a result of the Contract will be jointly owned by the Buyer and the Successful Respondent, however project specific outputs from the models are deemed to be confidential and shall not be used or shared without the prior written approval of the Buyer.

2.9 Other tender documents

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

- 24-96 River Flood Hazard Modelling – Request for Proposals
- 24-96 River Flood Hazard Modelling – RFP Non-Price Response Form
- 24-96 River Flood Hazard Modelling – RFP Pricing Schedule
- 24-96 River Flood Hazard Modelling – RFP Proposed Contract
- ATTACHMENT A - Work package 1 - Te Arai
 - Catchment-DataSummary_Te Arai
- ATTACHMENT B - Work package 2 – Uawa
 - Catchment-DataSummary_Uawa
- ATTACHMENT C - Work package 3 - Tokomaru, Makarika, Poroporo
 - Catchment-DataSummary_Makarika
 - Catchment-DataSummary_Mangahauini
 - Catchment-DataSummary_Poroporo
 - Catchment-DataSummary_Waiotu
- ATTACHMENT D - River Flood Hazard Modelling Areas of Interest V1
 - River Flood Hazard Modelling Areas of Interest V1.cpg
 - River Flood Hazard Modelling Areas of Interest V1.dbf
 - River Flood Hazard Modelling Areas of Interest V1.prj
 - River Flood Hazard Modelling Areas of Interest V1.sbn
 - River Flood Hazard Modelling Areas of Interest V1.sbx
 - River Flood Hazard Modelling Areas of Interest V1.shp
 - River Flood Hazard Modelling Areas of Interest V1.shp.xml
 - River Flood Hazard Modelling Areas of Interest V1.shx
- ATTACHMENT E - GDC004_DataSummary

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is **Price Quality Method**. Price and Non-Price Attributes will be weighted as follows:

ATTRIBUTE	WEIGHTING (%)
Relevant Experience and Track Record	20%
Resources and Relevant Skills	15%
Proposed Methodology	35%
Price	30%

Non-Price Attributes will be submitted separately from Price Attributes; and the Non-Price Attributes will be evaluated first. The procedure is as follows:

Step 1: Score the non-price attributes

- Responses will first be checked for conformance with any stated Pre-conditions. Non-Price Attributes for Conforming Responses will then be scored from 0 to 100. Note that scoring guidelines are provided for tenderers in each Non-Price Attribute, to give transparency on the qualities that evaluators will score highly.
- Any proposal that fails to meet the explicit minimum conformance standard in any Non-Price Attribute will be excluded from further consideration.
- Tender Evaluation Team members will meet to consolidate and agree the Non-Price Attribute scores for each Respondent.

Step 2: Calculate the weighted sum margin

- The scores are then multiplied by the weights assigned to each non-price attribute and divided by 100. The result is the index for each non-price attribute.
- All the indices are added together for each response. The result is the weighted sum of the non-price attribute scores.
- The lowest weighted sum of all the responses is then deducted from each proposal's weighted sum. The result is the weighted sum margin for each proposal.

Step 3: Calculate the Supplier Quality Premium

- Calculate the supplier quality premium using the following formula:
- $\text{Supplier Quality Premium} = \text{estimate} * (\text{weighted sum margin} / \text{price weight})$
- The estimate used in the formula must exclude any amounts fixed by the buyer, such as any provisional sums included within the schedule of quantities.
- If added value premiums are applicable (for example, net present values of any future financial benefits that can be verified for alternative proposals), then they are then added to the supplier quality premium.

Step 4: Identify the preferred supplier

- Open the Price envelope
- Deduct each response's supplier quality premium (and each added value premium, where applicable) from the tender price. This gives the adjusted price

- The preferred tenderer is the conforming supplier that has the lowest adjusted price for each identified workstream area. In the case of Suppliers who have tendered for more than one workstream, they may be identified as preferred for one, two or all.

A 'two envelopes' system will be used for the evaluation. This means that Respondents must provide all financial information relating to price, expenses and costs in a separate soft copy folder. The evaluation panel will firstly score each Proposal based on the weighted criteria listed below. Following completion of the scoring the sealed envelopes containing financial information will be presented to the panel. The panel will then assess which Proposals to shortlist based on best value-for-money over the whole-of-life of the Contract i.e. the scores and the total costs over the whole-of-life of the Contract.

3.2 Pre-conditions

Each Proposal must meet all of the following pre-conditions. Proposals which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

#	Pre-condition
1.	River Flood Hazard Modelling: Suppliers must have built, calibrated and validated river flood hazard models in the last 3 years.
2.	Geomorphic Assessment: Suppliers must have New Zealand specific experience in fluvial geomorphic analysis.
3.	Suppliers must utilise the following software packages: TUFLOW, MIKE + or HEC.

3.3 Evaluation criteria and scoring

Proposals which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
1. Relevant Experience and Track Record	20%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Extensive New Zealand specific experience in river flood hazard modelling projects, particularly those with similar environmental complexities. ■ A proven track record in successfully integrating large and complex datasets, such as LiDAR and hydrological data, into modelling projects, and demonstrated problem solving skills to achieve a reasonable calibration with limited calibration data. ■ A proven track record of analysing and incorporating fluvial geomorphic change risks into modelling projects and interpreting the results effectively. ■ A history of delivering projects on time and within budget, even under challenging conditions. <p>Minimum Standard: To be considered further, tenderers must:</p> <ul style="list-style-type: none"> ■ Provide three examples of similar projects within the last three years. ■ Provide evidence of using industry-standard software for flood hazard modelling. ■ Provide two examples of New Zealand specific fluvial geomorphic analysis that the selected personnel have undertaken. ■ Show effective project management with adherence to timelines and budgets on previous projects. 	
2. Resources and Relevant Skills	15%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Availability of key personnel, including Project Manager, Lead Hydrologist, Lead Flood Modeller, Lead Fluvial Geomorphologist, and GIS/Data Specialist, with relevant experience in similar river flood hazard and geomorphic analysis projects. ■ Provide tailored CVs for the project team which at a minimum includes key personnel identified above. Referees confirm experience of identified staff. ■ Proven ability to communicate effectively with a diverse range of stakeholders, particularly Māori communities. <p>Minimum Standard: To be considered further, tenderers must:</p> <ul style="list-style-type: none"> ■ Demonstrate that sufficient resources and personnel are available to ensure timely and effective project delivery. 	
3. Proposed Methodology	35%
<p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Flood Modelling: A thorough and well-explained approach to river flood hazard modelling demonstrating a deep understanding of the project's technical requirements. Of high interest is: software selection, effective integration of complex datasets, development of hydrological inputs and design hydrology, effective model refinement 	

and calibration/validation techniques to provide confidence in the modelling, flexibility and problem-solving if faced with challenges and unforeseen issues.

- **Geomorphic assessment:** Well-thought-out and carefully considered geomorphic assessment approach to inform changes in flood hazard due to geomorphic trends. Assessment methodology should be proportionate to the issue in the particular catchment.
- **Project Plan:** Clear, logical programme indicating key activities and timeframes for all workstreams and required deliverables and milestones inclusive of any assumptions and/or identified risks in project delivery.

Minimum Standard: To be considered further, tenderers must:

- Description of how uncertainty will be managed in the flood modelling and geomorphic trends assessment.
- Description of the proposed approach for undertaking the geomorphic trends assessment, including the proposed extent of assessment, and areas of uncertainty or risk in the approach.
- Description of proposed approach for developing suitable hydrological inputs including how climate change predictions will be incorporated into the design hydrology.
- Provision of processes for risk management and quality assurance in both project management and technical workstreams.
- Consideration of downstream boundary conditions.

4. Price	30%
Total weightings	100%

3.4 Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity and price.

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.5 Evaluation process and due diligence

In addition to the above, we will undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process.

- a. reference check the Respondent organisation and named personnel

3.6 Optional evaluation process and due diligence

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

- a. other checks against the Respondent e.g., Companies Office
- b. interview Respondents
- c. request Respondents make a presentation as part of the interview process
- d. arrange site-visits
- e. test products
- f. inspect audited accounts for the last three financial years
- g. undertake a credit check
- h. undertake a Police check for all named personnel

SECTION 4: Pricing information

4.1 Pricing information to be provided by respondents

Respondents must provide all financial information relating to price, expenses and costs in a separate soft copy folder. In submitting the Price, the Respondent must meet the following:

- a. Respondents are to use the pricing schedule template provided and provide an estimate for each work package they are tendering for.
- b. Pricing for each work package must be standalone and inclusive of all anticipated costs and expenses for delivery of the modelling package tendered for.
- c. Where multiple modelling packages are being tendered for, items such as site visits and meetings must be included in schedule of prices for each package.
- d. The pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. This includes costs related to equipment and technology, personnel (hourly or daily rates), travel and accommodation, freight and logistics, any other relevant expenses. It must also clearly state the total Contract price exclusive of GST.
- e. Where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- f. In preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- g. Respondents are to document in their Proposal all assumptions, tags, clarifications and qualifications made about the delivery of the Requirements that will impact on whole-of-life costs of the products or services, within the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and any impacts on the cost should be estimated if possible.
- h. Prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- i. Where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.
- j. Where two or more Respondents intend to lodge a joint or consortium Proposal the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.
- k. Pricing is to be submitted separately from non-price attributes.

Assumptions

Please include any assumptions you have made in relation to the cost and pricing information in your response.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The Proposed Contract that we intend to use for the purchase and delivery of the Requirements is attached.

In submitting your Proposal, you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position, you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement, the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFP.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.*' [Definitions](#) are at the end of this section.
- If you have any questions about the RFP-Terms please email our [Point of Contact](#).

Standard RFP process



Preparing and submitting a proposal

6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal, the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

6.2 Offer Validity Period

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



6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.



6.4 Submitting a Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
 - iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



Assessing Proposals

6.5 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.

6.6 Third party information

- a. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
- b. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
 - ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or



create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.

6.9 Negotiations

- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i. prepare a negotiation plan for each negotiation
 - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



6.10 Respondent's debrief

- a. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Proposal was or was not successful
 - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Proposal's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the successful Proposal
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFP and the RFP process.



6.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.



6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.





Standard RFP conditions

6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

6.14 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed



by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

6.18 Confidentiality of RFP information

- a. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

6.19 Costs of participating in the RFP process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

6.20 Ownership of documents

- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

6.21 No binding legal relations

- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.



6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii. the Proposal contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the RFP the Buyer may:
 - i. accept a late Proposal if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
 - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Proposal, or part of a Proposal
 - v. accept or reject any non-compliant, non-conforming or alternative Proposal
 - vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 - vii. decide not to enter into a Contract with any Respondent
 - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent



- xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.24 New Zealand law

- a. The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

6.25 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFP-Terms)
 - iii. all other Sections of this RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives. Council and Buyer may be taken as the same.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	<p>Information that:</p> <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' c. is provided by the Buyer, a Respondent, or a third party in confidence d. the Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ul style="list-style-type: none"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz

GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal. Where Respondent has been used in plural, shall mean the same.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.