

OTAGO REGIONAL COUNCIL

Request for Quotes

Molyneux Bay Coastal Survey 2024/25

RFQ released: 18 December 2024

Deadline for Questions: 20 January 2025

Deadline for Quotes: 5 pm 31 January 2025

Otago Regional Council
70 Stafford Street
Dunedin 9054

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This opportunity in a nutshell

The Otago Regional Council (ORC) proposes undertaking an onshore and offshore coastal survey of Molyneux Bay, Otago. The primary focus of the offshore survey is the Clutha's Holocene sand wedge deposit. A similar survey was completed in 2013, the proposed repeat survey will allow ORC to analyse the changes since then. The surveys will increase our understanding of the coastal sediment system and be used in the ORC's further investigations of coastal hazards in south Otago.

What's important to us

ORC is looking for a supplier with expertise and experience in delivering bathymetric (offshore) and shore profile (onshore) surveys.

SECTION 1: Key information



1.1 Context

- a. This Request for Quote (RFQ) is an invitation to suitably qualified suppliers to submit a Quote for the Molyneux Bay Coastal Survey 2024/25 contract opportunity.
- b. This RFQ 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 Quote in response to the RFQ. 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 Quote.’
Definitions are at the end of [Section 6](#).



1.2 Our timeline

- a. Here is our timeline for this RFQ.

Steps in RFQ process:	Date:
Deadline for suppliers’ questions (Deadline for Questions):	20 January 2025
Deadline for the Buyer to answer suppliers’ questions:	24 January 2025
Deadline for Quotes:	5pm 31 January 2025
Anticipated Contract award date:	17 February 2025
Anticipated Contract start date:	3 March 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.
- b. **Our Point of Contact**
Name: Julion Wright
Title/role: Natural Hazards Analyst
Email address: julion.wright@orc.govt.nz



1.4 Developing and submitting your Quote

- a. This is an open, competitive tender process. The RFQ sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFQ. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii. in structuring your Quote consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For resources on tendering go to: www.procurement.govt.nz/suppliers.
- d. 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](#).
- e. In submitting your Quote you must use the Response Form provided in the response form Appendix. This is a Microsoft Word document that you can download.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template **on GETS** for your pricing information.
- h. You must use the 2-envelope system.

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- i. Check you have provided all information requested, and in the format and order asked for.
 - j. Having done the work don't be late – please ensure you get your Quote to us before the Deadline for Quotes!
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1.5 Address for submitting your Quote

- a. Quotes must be submitted electronically through GETS to the e-tender box.
 - b. Quotes sent by post or fax, or hard copy delivered to our office, will not be accepted.
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1.6 Our RFQ Process, Terms and Conditions

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

- a. If, after publishing the RFQ, we need to change anything about the RFQ, or RFQ 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
 - c. If you downloaded the RFQ 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

This procurement relates to the delivery of bathymetric (offshore) and shore profile (onshore) surveys for Molyneux Bay, including Kaka Pt. In 2013, a bathymetric survey of the sand wedge at Molyneux Bay was conducted by IX Survey for the Otago Regional Council (ORC). In addition, in 2013 beach profiles were also surveyed that extended the bathymetric transects onshore (Figure 1). Additional beach profiles at Kaka Pt were also surveyed during this time (Figure 2). An analysis of the beach profile surveys compared to LiDAR datasets has been conducted, however, the 2013 bathymetric survey provided only a baseline, but no ability to compare changes over time. It has been more than 10 years since this 2013 survey and as such, a repeat survey is necessary to allow the ORC Natural Hazards Team to assess any changes to the sand wedge and coastal morphology during this time.

2.2 What we are buying and why

This RFQ relates to the purchase of a Molyneux Bay coastal survey: 10 bathymetric profiles (Figure 1) and 20 shore profiles (Figures 1 and 2). The key outcome that we want to achieve is an understanding of the current bathymetry of the Holocene sand wedge and the coastal morphology at the shore profiles.

2.3 What we require: the solution

We are seeking a solution that meets the specifications as described in Section 2.2.

2.4 What we require: capacity

We are seeking suppliers that can demonstrate the following capacity to complete the required deliverables within the timeframes needed.

2.5 What we require: capability

We are seeking suppliers that can demonstrate the following capability to undertake the offshore and onshore survey expectations, they should demonstrate sufficient experience and capability to address the required scope and factors listed in Appendix 1.

2.6 Contract term

We anticipate that the Contract will commence in February 2025.

2.7 Key outcomes

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

Description	Indicative date for delivery
Delivery of 10 bathymetric profiles	May 2025
Delivery of 20 shore profiles	May 2025

2.8 Other information

- Payment will be on a monthly invoice.
- New Intellectual Property arising as a result of the Contract will be the property of the Client when created.

3 SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria). Price is a weighted criterion. This means that all Quotes that are capable of full delivery on time will be shortlisted. The Quote that scores the highest will likely be selected as the Successful Respondent.

A 'two envelope' 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 first score each Quote based on the weighted criteria listed below. Quotes will then be ranked according to their scores. Following completion of the scoring the sealed envelopes containing financial information will be presented to the panel. The panel will then assess which Quotes 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 Evaluation criteria

Quotes will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
1. Completeness of the services offered	5%
2. Methodology and approach	25%
3. Track record and prior experience of the Tenderer	25%
4. Qualifications and experience of the personnel who will undertake the service	15%
5. Health & Safety — Meet requirements of Section 2 in the Response Form	Pass / Fail
6. Price	30%
Total weightings	100%

3.3 Scoring

In marking Quotes the panel will use the following scoring scale.

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Quote identifies factors that will offer potential added value, with supporting evidence.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Quote identifies factors that will offer potential added value, with supporting evidence.	7-8

ACCEPTABLE meets the criterion at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

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 Quotes (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 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.

- reference check the Respondent organisation and named personnel

SECTION 4: Pricing information

– Pricing information to be provided by respondents

In submitting the Price the Respondent must meet the following:

- Respondents are to use the pricing schedule template provided.
- 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. It must also clearly state the total Contract price exclusive of GST.
- 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.
- In preparing their Quote Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Quote and pricing information to manage such risks and contingencies.
- Respondents are to document in their Quote all assumptions and qualifications made about the delivery of the Requirements, including in 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 the cost estimated if possible.
- Prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

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

In submitting your Quote 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: RFQ 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 RFQ Process, Terms and Conditions (shortened to RFQ-Terms) which apply to this procurement. Any variation to the RFQ-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFQ.
- 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 Quote in response to the RFQ. 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 Quote.*' [Definitions](#) are at the end of this section.
- If you have any questions about the RFQ-Terms get in touch with our [Point of Contact](#).

Standard RFQ process



Preparing and submitting a Quote


6.1 Preparing a Quote

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFQ.
- b. By submitting a Quote the Respondent accepts that it is bound by the RFQ Process, Terms and Conditions (RFQ-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFQ and any documents referenced in the RFQ 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 Quote to manage such risks and contingencies
 - iii. document in its Quote 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 Quote
 - vi. satisfy itself as to the correctness and sufficiency of its Quote, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Quotes in response to the RFQ 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 Quote.


6.2 Offer Validity Period

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

6.3 Respondents' Deadline for Questions

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- a. Each Respondent should satisfy itself as to the interpretation of the RFQ. If there is any perceived ambiguity or uncertainty in the RFQ documents 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 Quote


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- a. Each Respondent is responsible for ensuring that its Quote is received by the Buyer at the correct address on or before the Deadline for Quotes. The Buyer will acknowledge receipt of each Quote.
 - b. The Buyer intends to rely on the Respondent's Quote and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Quote 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 Quote 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 process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of their Quote are provided separately from the remainder of their Quote
 - 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 Quote is opened.

Assessing Quotes

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 Quote, or any aspect of any Quote.

6.6 Third party information

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- 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 Quote.

- b. Each Respondent is to ensure that all referees provided in support of its Quote 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 Quote as well as additional information about any aspect of its Quote. 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 Quote.
- 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 Quote and may eliminate the Quote from the process.

6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Quotes submitted in response to the RFQ. The Buyer may adjust its evaluation of a Quote following consideration of additional information as described in 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 Quote and the following additional information:
 - i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and meet the conditions of the Proposed Contract
 - ii. except where the price is the only criteria, the best value-for-money over the whole-of-life of the goods or services.
- c. In deciding which Respondent, or Respondents, 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 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 Quote, 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 process the Buyer does not intend to 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 Quote was or was not successful
 - ii. explain how the Quote performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Quote's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the successful Quote
 - v. address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFQ and the RFQ 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 RFQ, or the RFQ 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 RFQ.
- 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 RFQ process or future contract opportunities.



Standard RFQ conditions

6.13 Buyer's point of contact

- a. All enquiries regarding the RFQ 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 RFQ.
- b. Only the Point of Contact, and any authorised person of by the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFQ. 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 RFQ.



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 RFQ process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFQ.





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 this RFQ.
- 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 in the RFQ process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFQ process to ensure probity of the RFQ process.

6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Quotes 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 RFQ process. In submitting a Quote the Respondent warrants that its Quote 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 Quote.

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 RFQ 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 RFQ.
- 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 the 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 RFQ information

- a. For the duration of the RFQ, to the date of the announcement of the Successful Respondent, or the end of the RFQ process, the Respondent agrees to keep the RFQ strictly confidential and not make any public statement to any third party in relation to any aspect of the RFQ, the RFQ process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose RFQ information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFQ. 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 RFQ.

6.19 Costs of participating in the process

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

6.20 Ownership of documents

- a. The RFQ and its contents remain the property of the Buyer. All Intellectual Property rights in the RFQ remain the property of the Buyer or its licensors. The Buyer may request the



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

- b. All documents forming the Quote will, when delivered to the Buyer, become the property of the Buyer. Quotes will not be returned to Respondents at the end of the process.
- c. Ownership of Intellectual Property rights in the Quote remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Quote for any purpose related to the RFQ process.

6.21 No binding legal relations

- a. Neither the RFQ, nor the RFQ 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 Quote
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Quote and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Quotes as set out in Section 3, the RFQ-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFQ 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 RFQ if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFQ:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a condition of the RFQ
 - ii. the Quote 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 RFQ the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFQ, or any part of the RFQ
 - ii. make any material change to the RFQ (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 RFQ the Buyer may:
 - i. accept a late Quote if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Quote where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Quote 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 Quote

- iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Quote, or part of a Quote
 - v. accept or reject any non-compliant, non-conforming or alternative Quote
 - vi. decide not to accept the lowest priced conforming Quote 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 RFQ. 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 the shortlisted Respondent
 - xi. waive irregularities or requirements in the RFQ 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 Quote and capable of being delivered separately, unless the Quote specifically states that the Quote, or elements of the Quote, 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 RFQ and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFQ or the RFQ 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 RFQ process.
- b. Nothing contained or implied in the RFQ, or RFQ 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 RFQ shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFQ-Terms)
 - iii. all other Sections of this RFQ 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 this RFQ 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 RFQ. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFQ.
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 RFQ 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.
Closing Date	The deadline for Quotes to be received by the Buyer as stated in Section 1, paragraph 1.2.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFQ 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 RFQ 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 Questions	The deadline for suppliers’ to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Deadline for Quotes	The deadline that Quotes are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Evaluation Approach	The approach used by the Buyer to evaluate Quotes as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service 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 Quote (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 method to be used for all communications during the RFQ 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 Quote.
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 Quote must include its Price.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the sale and delivery of the Requirements as described in Section 5.

Quote	The response a Respondent submits in reply to the RFQ. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
RFQ	Means the Request for Quote.
Request for Quote (RFQ)	The RFQ comprises the Advance Notice (where used), the RFQ document, (including the RFQ-Terms) and any other schedule, appendix or document attached by the Buyer to this RFQ document, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact.
RFQ-Terms	Means the Request for Quote - Process, Terms and Conditions as described in Section 6.
RFQ Process, Terms and Conditions (shortened to RFQ-Terms)	The government's standard process, terms and conditions that apply to RFQs as described in Section 6. These may be varied at the time of the release of the RFQ by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFQ 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 Quote in response to the RFQ. 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 Quote.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFQ, duly completed and submitted by a Respondent as part of the Quote.
Successful Respondent	Following the evaluation of Quotes and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver part or all of the Requirements.

Appendix 1: Specification Details

1. Background

The coastline of Molyneux Bay has experienced coastal erosion and shoreline retreat since the 1950s (Todd et al., 2021; MacDonald, 2021). Coastal erosion here is likely driven by anthropogenic change, with a substantial component from the damming of the Clutha during the 1950s. Before European settlement, the shoreline of the Clutha Delta was probably (on average) stable or accreting (Todd, 2002; MacDonald, 2021). However, from 1946 to 2020 the shoreline retreated up to a total distance of 290 m south of the Pūerua-Koau Mouth and 130 m in central Molyneux Bay (MacDonald, 2021). Notwithstanding this, some northern parts of the coast at Molyneux Bay, Measly Beach, and Chrystalls Beach have experienced a shoreline advance (ORC, 2014; MacDonald, 2021).

The coastal erosion that has occurred in central and southern Molyneux Bay has coincided, with an expected time lag, with a reduction in sediment yield from the Clutha River since it was dammed for hydroelectric power generation (Roxburgh Dam opened in 1957, Clyde Dam opened in 1992). This

reduction in sediment yield was an estimated 95% reduction compared to the pre-dammed yield (Hicks et al., 2000). However, due to a range of possible data interpretations/assumptions when calculating/assessing sediment budgets for the Otago Coast (e.g., Todd, 2002; Gibb, 2003; Smith, 2007) and the complexity of the fluvial and coastal processes, it is difficult to quantify the impacts of the Clutha dams on the Otago coastline.

A critical source of uncertainty in understanding the coastal Otago sediment system is the unknown contemporary dynamics of the Holocene sand wedge. The sand wedge is a large sediment deposit on the inner continental shelf of the East Otago coast that extends from Nugget Point to as far north as Karitane, with the modern component effectively truncated by the Otago Peninsula. Sand wedge sediments are predominantly sourced from the Clutha River with secondary inputs from the Tokomairiro and Taieri Rivers and the northward-flowing Southland Current (Carter, 1986). The modern component of the sand wedge was formed during the Holocene sea-level transgression since the last glacial maximum c. 6,500 years ago (Carter and Carter, 1986). The dominant northward current (Southland current and prevailing wind/wave direction) forms an eddy at Nugget Point which aids sediment deposition, as such, the sand wedge is thickest here and thins northeast of Molyneux Bay in the direction of predominant longshore transport (Flemming, 2012). The cross-shore profile of the sand wedge increases in thickness from the Clutha mouth to a depth of 23 m where it is 35 m thick, seaward of this point the sand wedge decreases in thickness to about a depth of 88 m (Flemming, 2012). The volume of sediment stored in the sand wedge is substantial, therefore, understanding its dynamics is key to assessing coastal change in Molyneux Bay and further north.

The proposed survey's extent will match the 2013 surveys. Figures 1 and 2 show the proposed survey extent, see ORC (2014) for the 2013 shore profile data.

2. Deliverables (General)

- 2.1. The Contractor must supply to the ORC sample outputs for review and ORC must provide timely feedback prior to preparing final outputs for the survey job. As part of this, the outputs delivered must be consistent with the existing coastal data.
- 2.2. A file download link containing all electronic/spatial data must be submitted to the ORC at the completion of the contract.
- 2.3. The Contractor must supply the following to the ORC on the completion of the contract for the survey job:

2.3.1. Coordinate Datums

Surveys are to be undertaken in terms of the following datums unless the Council permits in writing the use of an alternative/assumed datum:

Datum:	NZGD2000
Projection:	NZTM
Vertical Datum:	NZVD 2016
Geoid Model:	NZGeoid 2016

Coordinates (horizontal and vertical) will be given to the two decimal places of a metre.

2.3.2. Geoid/Ellipsoid Separation

If applicable, corrections must be made for separation between the ellipsoid and geoid caused by local variations in gravity. Full procedures associated with the corrections must be provided, and if the gravimetric geoid model used, must be specified.

3. Deliverables (Bathymetry)

The bathymetry survey must adhere to the relevant sections of the Land Information New Zealand (LINZ) HYSPEC Contract Specifications for Hydrographic Surveys Version 2.0 (2020).

3.1 The transects MB1-MB8 run perpendicular to the coast, they cover the width of the sand wedge (Figure 1). The swath of the seabed surveyed will vary in width with the depth of water, the transects are to be, at a minimum, the same width as the 2013 surveys. These were 25 m wide at the shallowest point and 270 m wide at the deepest. The depth range for MB1-MB8 covered in the 2013 survey was ~7-97 m below mean sea-level. The surveyor will survey as shallow as safely possible, at least to 7 m below mean sea-level. Transects MB9-MB10 run parallel to the coast, they cover the length of the thickest part of the sand wedge sediments (Figures 1). Refer to Section 4 in LINZ HYSPEC (2020) for bathymetric data acquisition specifications, although note that the proposed survey is not for navigation purposes.

3.2 Bathymetry transects are to be surveyed using industry best practices, appropriate equipment, and robust methods. Bathymetry survey uncertainty must be less than that of the 2013 bathymetry survey (+/- 0.5 m). The resolution of the bathymetry survey must be at least that of the 2013 survey (2 m or finer). Otherwise, refer to Section 1 (Survey Order LINZ-1, Table 1) in LINZ HYSPEC (2020) for uncertainty/resolution values based on depth. The surveys must create a surface that represents the seabed at each transect, for extracting bathymetry profiles and for change analysis.

3.3 Due to the nature of the offshore section of the survey, the data collected may be affected by tidal influences and swell. The Tenderer must account for this and provide a dataset that has been corrected to NZVD 2016 i.e., the data required is the height of the seabed relative to NZVD 2016.

3.4 A single *.pdf file drawing showing transect locations, traverse bearings and distances, bearing and coordinates of zero offset of all transects with a bathymetry map underlay.

3.5 Bathymetry data must be delivered as a gridded (2 m) surface raster layer in Tiff and any other appropriate formats. In addition, please provide any useful intermediate products such as point clouds or full-density processed data. If data has been interpolated to produce final outputs, please provide details. Refer to Section 5.5.3 in LINZ HYSPEC (2020).

3.6 For each offshore transect, several photos should be taken looking towards the coastline during the survey. These photos shall be provided to the Council with the naming convention of a transect prefix followed by a descriptor.

4. Deliverables (Shore Profiles)

4.1 Locations of the profiles are shown in Figures 1 and 2. These are to be surveyed to provide an accurate profile of coastal morphology to be compared against earlier survey data. To achieve this, the Council requires surveyors to adhere to the following standards:

- i. Sufficient spot heights are to be taken along the cross-sections to accurately describe the profile of the beach face, dune/crest, and back beach/barrier. All significant and obvious changes in grade shall be fixed. Care shall be taken when surveying scarps, so as not to misrepresent the shape of the profile.
- ii. The surveyor shall fix and label feature points including but not limited to water level, fences, top of dune/crest, bottom of dune/crest, inverts, bridge abutments, and culverts using the standard Council Feature Code library attached in the Appendix. Any additional feature that the surveyor feels may be of interest to Council staff shall be identified in the comments column.

- iii. Spot heights shall be taken at intervals of no more than 5 m.
- iv. Each spot height shall be fixed to ± 0.050 metres vertically and ± 0.100 horizontally.

4.2 The survey should not deviate from the designated profile alignment. The survey must be directly comparable to the 2013 survey.

4.3 At each shore profile, photos must be taken in *.jpg format to help describe the location. Care should be taken to ensure that photos are useable i.e., enough light being present to view features of relevance and a clear view of the river cross-section. A minimum of four photos should be taken:

1. Looking from the dune/crest top down the profile.
2. Looking from the lower beach face up the profile.
3. Looking from the dune/crest top 'up coast'.
4. Looking from the dune/crest top 'down coast'.

Any additional features that the surveyor feels may be of interest to Council staff should also be photographed. These photos shall be provided to the Council with the naming convention of a profile prefix followed by a descriptor.

4.4 An electronic copy, in Excel or other approved format, of all reduced data relating to each survey job under this contract shall be supplied. The ORC Standard feature code library, shown in the Appendix, shall be adopted. Where GPS is used, the geoid-ellipsoid separation correction (Geoid Model) must also be included in the reduced data (i.e., Geodetic Height (m), Geoid-Ellipsoid Separation (m), and Orthometric Height (m)). Any other intermediate calculation material that may assist the Regional Council in reviewing the data should also be submitted prior to the completion of each survey job under this contract.

5. Data Collection

5.1. The Contractor must survey in conditions that allow complete coverage of the deliverables. If there are any gaps in the data due to the conditions, then these must be resurveyed at the Contractor's expense to cover all the gaps unless otherwise agreed in writing by the ORC's Primary Contact.

6. Quality Plan

6.1. The purpose of the Quality Plan is to demonstrate to the ORC how the quality and accuracy requirements of the deliverables will be met.

6.2. The Quality Plan should include:

- An overview of the stages (if any) of capture and processing of the surveys
- The critical parameters of each stage
- Methodology used to ensure successful acquisition within acceptable parameter bounds
- Statement of Quality Control measures used
- How any areas of data outside specifications will be reported.

6.3. The Quality Plan must be submitted to the ORC's Primary Contact for approval in writing prior to commencement of any survey.

- 6.4. At each stage of the project, the Contractor will provide the ORC's Primary Contact with confirmation that the Quality parameters have been met, including copies of the relevant statistics.
- 6.5. If at any stage of the project the Quality parameters are not achieved as specified in the Quality Plan, the Contractor will inform the ORC's Primary Contact, and suggest the preferred correction methodology for continuing for ORC's Primary Contact to approve.

7. Final Report and Metadata

- 7.1. The Contractor must supply to the ORC a Final Report on the whole project in PDF format. This report must be written and presented so someone unfamiliar with the Project can quickly assimilate it and will include details (in Appendices) of quality assurance methodology for the whole process, and calibrations of critical equipment. It must include the following:
 - Introductory text outlining the project, dates, key personnel, etc.
 - Details of the survey specifications, including equipment details, settings used for planning, map/chart showing survey plan for the area, sensor calibration certificate etc.
 - Details on deformation model and geoid adjustment (i.e. on reprojection and application of NZGD2000 deformation model to NZGD2000/NZTM)
 - Outline of the procedure for data processing and resultant accuracy statistics (including statements on achieved levels of vertical and horizontal accuracy).
 - A conclusion summarising any areas of difficulties where the specification may not have been fully met and why.
 - Copies of all relevant sheets from the Quality Plan.
 - A clear explanation of how it has been shown that all accuracy and other quality criteria have been met.
 - All information relevant to the ORC such as: datum used general, any corrections applied to the data, geoid/ellipsoid issues, and any other issues/problems encountered.
- 7.2. The Report, including all Appendices and Attachments, must accompany data delivery. This is to be provided as a digital PDF format file.
- 7.3. A Metadata file for each survey shall be provided in Excel format containing the items in Table 8 of LINZ HYSPEC (2020) where applicable.

8. Timeframe

- 8.1. It is anticipated that work on the survey will commence in February 2025.
- 8.2. The contractor must allow time for the ORC to conduct a quality control check of the deliverables and make any necessary adjustments.
- 8.3. Final reporting and receipt of all deliverables would then be expected by the end of May 2025.

9. Information supplied by ORC as part of this RFQ

- A copy of the Land Information New Zealand (LINZ) HYSPEC Contract Specifications for Hydrographic Surveys Version 2.0 (2020).

- A copy of “Coastal morphology of South Otago: Nugget Point to Chrystalls Beach” ORC (2014) which shows the profiles and comparisons to past LiDAR.
- GIS layer (tif) of the 2013 bathymetric transects.
- Data from the 2013 shore profile surveys.
- Further information available here: [Molyneux Bay coastal survey](#)

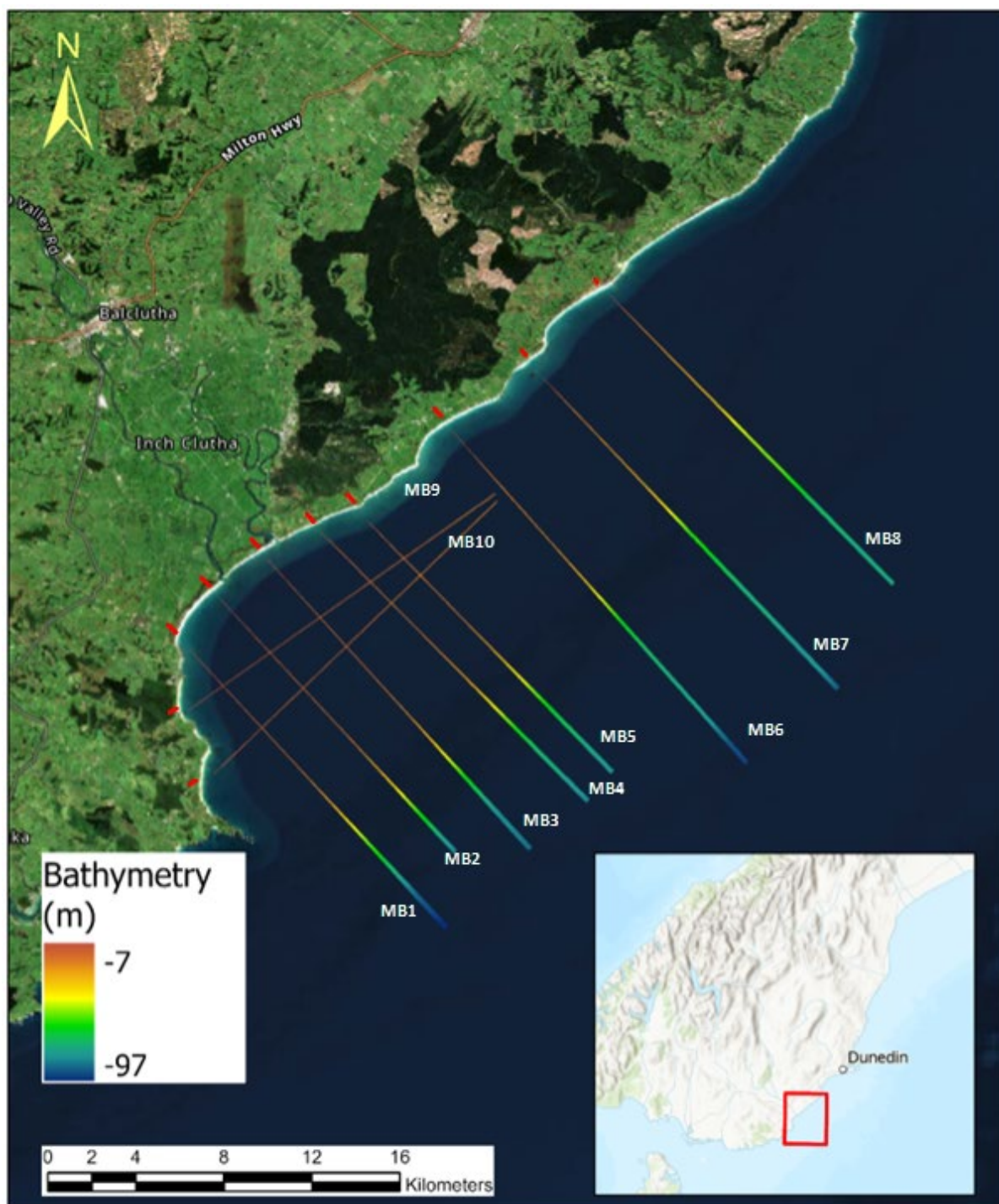


Figure 1: Indicative locations of the offshore survey transects and their landward extensions (red lines) in Molyneux Bay (MB1-MB10). Included is the bathymetry data from the 2013 survey.



Figure 2: Indicative locations of the shore profiles between Kaka Point and Nugget Point (ORC, 2014).
KAK7 = MB09 and KAK12 = MB10 (see Figure 1).

Appendix – Standard ORC feature codes

AB	Bridge Abutment
B	Benchmark
BL	Building
BR	Bed Rock
D	Drain
F	Fence
FP	Footpath
G	Gravels
GA	Gabion
GN	Garden Plot
H	Hedge
K	Kerb
P	Peg
PR	Bridge Pier/Pile
RD	Road Centreline
RE	Road Edge
S	Shingle Bridge Soffit
SO	Level
T	Tree
V	Vegetation
W	Water Level
WA	Wall
WR	Weir
X	Marker Post
Y	Waratah

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