
C-21-014 RFP for the Waterways Regulatory Services Contract

REQUEST FOR PROPOSAL

Queenstown Lakes District Council

Contract No. C-21-014

Date: 25 March 2021

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1. THE OPPORTUNITY

1.1 ABOUT QUEENSTOWN LAKES DISTRICT

Queenstown Lakes District is the fastest growing district in New Zealand, with a land area totalling 8,467km². Demand on services is heavily impacted by the district's tourism industry; at capacity, there is one local resident per 34 international visitors.

The district's resident population is projected to nearly double between 2018 and 2058, increasing from an average of 38,048 residents to just under 75,000 residents. Rateable properties currently total 26,024 units and are projected to increase to over 43,000 units in 2058.

The district is one of the coldest places in New Zealand with an average temperature of 10.7°C ranging from -10°C to 35°C with ground frosts over 130 days per year. Combined with a low average rainfall of 636mm per year this creates a unique climate within New Zealand.

The Lakes District is dependent on delivering a high quality experience to visitors and residents alike.

1.2 OUR CULTURE

Queenstown Lakes District Council's (QLDC) 2018-2028 Ten Year Plan aspires to create momentum in a range of areas through a focus on three peaks - enduring landscapes, bold leadership and vibrant communities.



We're proud to be QLDC, and our culture is an important part of who we are, how and why we go about things.

1.3 BACKGROUND

QLDC manages Waterways Regulatory Services on behalf of Otago Regional Council by delegation and contracts out a significant portion of response.

QLDC is now looking to seek tenders for the provision of the aforementioned Regulatory Services.

The initial term of the Contract is three years with a two-year right of renewal at QLDC's discretion.

1.4 WHAT WE NEED

In order to deliver responsive and effective Waterways Regulatory functions, we need a competent Contractor to deliver functions in accordance with expectation set out in this document.

1.5 OBJECTIVES

The key objectives of the Contract are:

- Waterway Regulatory Functions undertaken in a responsive effective manner.
- Adjustable level of service based upon demand.
- Provide greater support, infrastructure and operational delivery of regulatory functions.
- Value for money.

1.6 WHAT'S IMPORTANT TO US

We need a contractor that is aligned with and will embrace the QLDC objectives and principles.

We wish to develop a strong relationship with a contractor that:

- Understands our district.
- Is responsive and proactive to meeting our Regulatory needs.
- Provide us with specialist skills and experience.
- Delivers a value for money service.

1.7 WHY SHOULD YOU BID?

This Waterways Regulatory Services procurement aims to:

- Attract responses from local and national providers.
- Have an evaluation model that allows for our business needs to be met by small to medium suppliers.
- Create an opportunity to build a strong, successful and enduring relationship with QLDC.

1.8 THIS PROCUREMENT PROCESS

This is an open market, single stage, two envelope RFP procurement process.

Respondents are required to complete RFP Response Form, Appendix C, which includes Schedules 1 to 5.

The goal is to evaluate proposals for the Waterways Regulatory Services Contract Panel and select a contractor capable of delivering services to meet our business need.

2. KEY INFORMATION

2.1 INDICATIVE TIMETABLE

The following indicative timetable sets out the current programme for this RFP Process.

Request for Proposal issued on GETS	25 March 2021
Deadline for Respondent questions	9 April 2021, 12.00pm (midday)
Last date for responses to questions by QLDC	15 April 2021, 4.00pm
Deadline for Proposal	22 April 2021, 12.00pm (midday)
Compliance & Pre-condition review	23 April 2021
Evaluation commences	27 April 2021
Presentations (if required)	3 – 12 May 2021
Evaluation complete	18 May 2021
Successful Respondents informed	20 May 2021
Contract award and execution	26 May 2021
Unsuccessful Respondents informed	21 May 2021
Anticipated contract commencement	1 July 2021

All dates and times are in New Zealand.

2.2 CONTACT DETAILS

All queries regarding the RFP shall be raised through the GETS portal.

QLDC's Point of Contact:	Ann Mallon
Title/Role:	Infrastructure Administrator

2.3 LATER CHANGES TO THE RFP OR RFP PROCESS

If, after publishing the RFP, we need to change anything about the RFP, or the RFP Process, or want to provide suppliers with additional information we will publish the information via a Notice to Tenderer (NTT) through the GETS portal.

2.4 RFP DEFINITIONS

In this RFP key words and expressions have the meanings as set out in Appendix A.

2.5 RFP TERMS

The RFP is subject to the RFP Terms as provided in Appendix B and elsewhere in this RFP.

2.6 RFP RESPONSE FORM

In submitting your Proposal, you must use the Proposal Forms provided in Appendix C.

3. OUR REQUIREMENTS

3.1 BACKGROUND

QLDC manages Waterways Regulatory Services on behalf of Otago Regional Council by delegation and contracts out a significant portion of response.

QLDC is now looking to seek tenders for the provision of the aforementioned Regulatory Services.

The initial term of the Contract is three years with a two-year right of renewal at QLDC's discretion.

3.2 WHAT WE ARE BUYING

This is the procurement for the Waterways Regulatory Services Contract seeking a single supplier to provide Waterways Regulatory functions.

3.3 WHAT WE REQUIRE: THE SOLUTION

We are seeking to appoint a capable professional supplier who demonstrate:

- Commitment to our objectives and principles; and
- The required capability and capacity to work with us to deliver the requirements of our Regulatory Services Contract.

3.4 WHAT WE REQUIRE: CAPABILITY

The requirement described in appendix C and D provides our expectations on the skill sets and qualifications we require.

In addition to meeting their obligations under the Health and Safety at Work Act 2015, suppliers

are expected to work collaboratively with QLDC and its contractors to enhance our collective health and safety culture. All parties will work together to inform each other of known and new risks, and proactively manage these using the hierarchy of controls. Where the supplier is responsible for preparing documentation, they shall follow best practice for health and safety and safety in design criteria.

3.5 WHAT WE REQUIRE: VALUE FOR MONEY

On behalf of the Queenstown Lakes District community, we want to ensure that we are getting the best value for money.

Through this procurement, we want to promote efficiencies for both our supplier and QLDC.

In addition to Respondents meeting our requirements (capacity, capability and solution) we are seeking to understand how Respondents will add value to the delivery of the services.

3.6 THE CONTRACT

The initial term of the Contract is three years with a two-year right of renewal at QLDC's discretion.

3.7 INFORMATION REQUIRED

Respondents must submit their proposals using the RFP Proposal Form – Appendix C of this RFP. The information required to support submissions is as detailed in the Evaluation Criteria which includes the required pass/fail submissions. It is recommended Respondents pay close attention to the areas in which evaluators will place emphasis and provide as complete a response as possible.

4. PROPOSAL RESPONSE INFORMATION

4.1 DEVELOPING AND SUBMITTING YOUR PROPOSAL

Take time to read and understand the RFP. In particular:

- Appendices A and B set out the definitions and RFP Rules.
- Develop a strong understanding of our requirements detailed in Section 3.
- In structuring your Proposal consider how it will be evaluated. Section 5 describes the evaluation process and criteria.
- Your proposal must use the Proposal Forms provided in Appendix C.

If anything is unclear, or you have a question, ask us to explain by raising a formal question through the GETS portal before the deadline for questions. Please do not contact our Point of Contact directly with proposal queries.

Complete and sign the declaration at the end of the Proposal Form.

Check you have provided all information requested, and in the format and order asked for. This greatly enhances our ability to evaluate your Proposal.

Ensure you get your proposal to us before the Deadline for Proposal to avoid disqualification from the process.

4.2 ADDRESS FOR SUBMITTING YOUR PROPOSAL

Proposals must be submitted electronically through the GETS e-tender box function. To submit a Proposal through GETS:

- Be registered as a supplier in GETS
- Subscribe to the Tender Notice for this RFP
- In the Tender Notice, click “Tender a Response”
- Complete the online form, attach your Proposal and click “Commit” (Respondents will receive an automatically generated email acknowledgement of its receipt from GETS).

Proposals submitted other than through the GETS e-tender function may be rejected as non-compliant.

Respondents must submit Parts A (Non price criteria) and B (Price) of their Proposal on the Form of Proposal in Appendix C. Part B (Price) must also be provided as a separate editable Excel file. Separate files must be clearly named.

4.3 INFORMATION REQUIRED

The Proposal Form (Appendix C) provides the detailed requirements of your Proposal.

The general basis for evaluating your Proposal is described in Section 5, below.

4.4 INSTRUCTIONS FOR RESPONSES

Proposals shall take the form of completed and returned Proposal Form, including all requested schedules as included within this RFP.

5. EVALUATION METHOD

This RFP will be evaluated generally in accordance with the following criteria. However, QLDC may consider such criteria, in such weightings as it sees fit.

Proposals will be evaluated using a price quality model.

A two envelope system will be used for the evaluation.

When evaluating Proposals QLDC reserves the right to also consider which Proposals offer the best:

- Value for money
- Community outcomes

5.1 PRE CONDITIONS

Each Proposal must meet all of the following pre-conditions. Proposals which fail to meet these criteria may, at the discretion of the QLDC, be eliminated from further consideration.

Evaluation Criteria – Pre Conditions	Weighting
Acceptance of RFP Terms	Pass / Fail
Confirm that you will commit to complying with QLDC’s Health & Safety policies, procedures and practices.	Pass / Fail
Evidence of insurance: <ul style="list-style-type: none"> • \$2.5m Professional Indemnity; and • \$2.5m Public Liability (or demonstrated evidence satisfactory to QLDC that insurance can be obtained should the Respondent be awarded the contract.	Pass / Fail

5.2 EVALUATION OF NON PRICE CRITERIA

Proposals will be evaluated using numerical scale which scores attributes on their compliance to the required information, adjusted upwards for demonstrated benefits or downwards for reservations or non-demonstration of compliance.

Respondents scoring 45 or below (Barely adequate and would need considerable improvement in this attribute, if selected) in any single attribute may be deemed non-compliant and excluded from further evaluation.

5.3 EVALUATION CRITERIA AND WEIGHTING

The attributes to be assessed and their relative weightings are provided below with further detail in in Appendix C.

Evaluation Criteria	Weighting
Relevant Experience and Track Record	20%
Relevant Skills	30%
Methodology – being the proposed solution/service offering, including how your Proposal delivers: <ul style="list-style-type: none"> • The Requirements • Collaboration • Ability to meet Panel Principles & Objectives • Points of Difference and Adding Value 	10%
Price (Fees)	40%
Total weightings	100%

5.4 EVALUATION OF PRICE

The Respondent shall complete the Fee Schedule included in the separate Excel file labelled Appendix C, Schedule 3, of this RFP.

Fees will be scored and compared in terms of representing best value for money. Additionally, the fees may be compared with those of recent, comparable engagements, with known market rates and/or with evaluators' experience to determine whether they are within reasonable market expectations.

Fees may also be used in assessing value for money by QLDC undertaking sensitivity analysis based upon a number of scenario engagements.

The fees may also be used in the valuation of variations.

5.5 COMPLETION OF EVALUATION

Upon completion of the evaluation, Respondents will either:

- Be awarded the contract, or
- Be informed that they have been unsuccessful.

5.6 DUE DILIGENCE

Due diligence may be undertaken on one or more Respondents and the results may be taken into account in the evaluation/selection process. Due diligence may include:

- Reference checks
- Other checks (e.g. validity of Proposal, financial, probity, legal).

A Proposal may be excluded from further consideration or selection as a result of due diligence.

5.7 INTERVIEWS / PRESENTATIONS

Following the evaluation process Respondents may be required to attend an interview and / or make a presentation to the TET to further clarify elements of their submission, and to afford the TET the opportunity to clarify aspects of their Proposals in greater detail.

Respondents should ensure that their Key Personnel are available to attend such interviews during the dates specified in section 2.

5.8 PROBITY

Should Respondents have any concerns regarding probity issues relating to this RFP, they may contact Shaun McHale of McHale Group on telephone 04 496 5580.

APPENDIX A – DEFINITIONS

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

Conflict of Interest – 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 QLDC 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:

- (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.

Deadline for Proposal – the deadline that Proposals are to be delivered or submitted to QLDC as stated in section 2.1 of this RFP.

Deadline for Questions – the deadline for Respondents to submit questions to QLDC as stated in section 2.1 of this RFP.

GETS or GETS portal or GETS e-tender box function - 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.

LTP – QLDC’s Ten Year Plan 2018-2028.

Non Conformities – are as defined in section 2.3 of Appendix B Terms and Conditions.

NTT – is a Notice to Tenderer and communicated as provided in section 2.3 of this RFP.

Offer Validity Period – is as defined in paragraph 3.1 of the RFP Terms.

Panel or ESSS Panel or Engineering & Specialist Support Services Panel – the panel of consultants who make up this Panel.

Panel Agreement – an agreement between QLDC and each successful Respondent in relation to the ESSS Panel.

Panel Member – the individual consultants who have been selected under this RFP and have entered into a Panel Agreement with QLDC.

Point of Contact - QLDC 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. QLDC’s Point of Contact is identified in section 2.2 of this RFP. The Respondent’s Point of Contact is identified in its Proposal.

Proposal – the response a Respondent submits in reply to this RFP.

Proposal Form - the form and declaration prescribed by QLDC and used by a Respondent to respond to this RFP.

QLDC – Queenstown Lakes District Council.

QLDC’s Requirements – are as defined in section 3 of this RFP.

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.

RFP or Request for Proposal - means this Request for Proposal for the Contract Works Panel.

RFP Process – means the tender process set out in this RFP.

RFP Terms – means the terms and conditions that apply to this RFP as set out in this RFP and Appendix B.

TET – is the Tender Evaluation Team responsible for evaluating the Proposal.

Working Day – any week day in Queenstown, 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.

APPENDIX B – TERMS AND CONDITIONS OF RFP

This section contains the RFP Process, Terms and Conditions (RFP Terms) which apply to this procurement.

1. RFP PROCESS

1.1 INTRODUCTION

Where a Respondent submits a Proposal, the Respondent accepts that it is bound by the RFP Terms contained in this Appendix B.

1.2 QLDC'S POINT OF CONTACT

Enquiries regarding the RFP must be directed through the GETS portal.

QLDC may change the Point of Contact at any time and will notify Respondents through the GETS portal of any such change.

Only the Point of Contact and authorised personnel of QLDC are authorised to communicate with Respondents regarding the RFP.

Respondents must not approach any representative of QLDC, or any other person, to solicit information concerning any aspect of the RFP.

1.3 RESPONDENTS TO INFORM THEMSELVES

Any information provided by QLDC to Respondents has been provided to assist Respondents in preparing Proposals and in carrying out the services. QLDC does not represent or warrant the completeness or accuracy of such information. Respondents shall rely on all information provided by QLDC at their own risk and are responsible for the interpretation of the information.

Each Respondent shall be deemed to have examined the RFP documents and any other information supplied in writing by QLDC, undertaken all reasonable and practicable investigations and measurements, familiarised itself with the requirements of all relevant authorities, and to have satisfied itself as far as is practicable for an experienced contractor before submission of its Proposal as to the correctness and sufficiency of its Proposal for the services and of the prices stated in its Proposal.

1.4 RESPONDENTS' DEADLINE FOR QUESTIONS

If there is any perceived ambiguity or uncertainty in the RFP document(s), Respondents should seek clarification before the Deadline for Questions. Requests for clarification should be made through the GETS portal. QLDC will respond to requests in a timely manner and not later than the deadline for QLDC to answer Respondent questions in section 2.1 of this RFP.

If QLDC considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents through a NTT. In doing so QLDC may summarise the Respondent's question and will not disclose the Respondent's identity. Respondents may withdraw a request at any time.

1.5 SUBMISSION OF A PROPOSAL

Respondents are to use the Proposal Form provided and include all information requested by QLDC as set out in this RFP, including as set out in Appendix C.

Each Respondent is to submit its Proposal, in the manner specified in the RFP, on or before the Deadline for Proposal. Where QLDC 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.

If the Proposal arrives after the Deadline for Proposals, it may be considered as invalid. However, QLDC reserves the right to extend the period allowed for the submission of the Proposal, at its sole discretion. Any late Proposal in respect of which QLDC chooses not to exercise its discretion shall be returned to the Respondent unopened.

If any Proposal contains any error and QLDC becomes aware of the error prior to acceptance of any Proposal, then QLDC may draw the error to the attention of the Respondent. Where the error is an obvious error, and if corrected would not prejudice the position of the other Respondents, QLDC may consult with the relevant Respondent and correct the error. However, QLDC shall be under no obligation to check Respondents' Proposals and shall not be liable in the event that an error is not discovered or an error that is discovered is not brought to the attention of a Respondent.

The Respondent warrants that:

- All information provided by the Respondent is complete and accurate in all material respects, and
- The provision of information to QLDC, and the use of it by QLDC for the evaluation of Proposals and for the negotiation of any resulting contractual agreement, will not breach any third party Intellectual Property rights.

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

2. ASSESSING PROPOSALS

2.1 EVALUATION AND SHORTLISTING

QLDC intends to evaluate the Proposals in accordance with the evaluation method set out in the RFP. QLDC reserves the right to depart from the stated methodology, attributes and/or weightings in the evaluation of Proposals. QLDC reserves the right to make enquiries regarding the Respondent and to consider relevant information obtained from any source in the evaluation of the Proposal.

QLDC may request that any Respondent clarify and/or adjust aspects of its Proposal.

QLDC reserves the right to negotiate with shortlisted Respondent(s) with a view to finalising contractual arrangements. Such selection does not constitute acceptance by the QLDC of the Respondent(s) Proposal, or imply or create any obligation on QLDC to award the contract to that Respondent(s). QLDC may at any time without being liable to the shortlisted Respondent(s) cease discussions with any shortlisted Respondent(s) and not award a contract to that party.

2.2 DUE DILIGENCE

As part of the RFP Process, QLDC its professional advisors and/or consultants, may carry out due diligence investigations of any or all of the Respondents. By submitting a Proposal, a Respondent

consents to QLDC (and its professional advisors and consultants) carrying out all due diligence investigations of the Respondent as may be required by QLDC.

QLDC shall not have any obligation to enter into any agreement or arrangement with any Respondent if QLDC is not satisfied with the outcome of its due diligence investigations regarding that Respondent.

Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.

2.3 ALTERNATIVE, TAGGED AND OTHER NON-CONFORMING PROPOSALS

QLDC reserves the right to consider alternative proposals which fulfil QLDC's requirements. Alternative proposals shall be submitted as a separate proposal clearly identified as an alternative proposal. Respondents may be requested during the Proposal evaluation period to submit additional information to facilitate evaluation of the alternative.

Proposals submitted may be considered non-conforming proposals. In respect of any tags, qualifications, endorsements and other non-conformities (collectively "Non Conformities"), QLDC may at its sole discretion:

- Evaluate or reject such proposals;
- Assign a price to any Non Conformity;
- Request the Respondent to withdraw or revise any Non Conformity without any adjustment to the proposal price; and
- Request the Respondent to withdraw or revise any Non Conformity with adjustment of the proposal price provided that the adjustment is for an amount that would have been reasonably expected if the proposal had been submitted without that Non Conformity.

All Non-Conformities must be clearly outlined in Statement of Departures within the Proposal Form.

QLDC will not be bound by any Non Conformity unless such Non Conformity has:

- Been outlined in the Statement of Departures within the Proposal Form, and
- Been expressly agreed by the QLDC and incorporated into the Contract Documents other than the Respondent's Proposal.

2.4 NOTIFICATION OF ACCEPTANCE

If no Proposal has been accepted by the expiry of the Offer Validity Period, each Respondent shall be notified in writing by QLDC or its agent whether its Proposal is or is not still under consideration.

Unsuccessful Respondents shall be notified of the name of the successful Respondent within 10 Working Days of acceptance of the successful Proposal.

3. STANDARD RFP CONDITIONS

3.1 OFFER VALIDITY PERIOD

The Offer Validity Period is 3 months from the Deadline for Proposal. QLDC may extend the Offer Validity Period, provided that it notifies Respondents prior to the Deadline for Proposal. By submitting a Proposal, Respondents will be deemed to be representing that their offer remains open for acceptance, and will not be withdrawn, for the duration of the Offer Validity Period.

3.2 JOINT VENTURES AND CONSORTIUMS

If a joint venture submits a Proposal, it is to be signed by all members of the joint venture. A contact representative shall be named in the Proposal, who shall be authorised by the joint venture parties to act on all matters in relation to the RFP.

If the successful Respondent is a joint venture, the persons and entities comprising the joint venture will be jointly and severally liable to QLDC for all obligations, duties and liabilities under any contract relating to the services.

3.3 CONFLICT OF INTEREST

Each Respondent must complete the Conflict of Interest declaration in the form set out in the Proposal Form and immediately inform QLDC 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 Process. QLDC reserves the right to reject any Proposal where QLDC becomes aware that the Respondent has any undeclared Conflict of Interest.

3.4 ETHICS

By submission of Proposals, Respondents acknowledge that they have not and shall not engage in any practices that gives one party an improper advantage over another, and/or engage in any unfair and unethical practices, in particular any collusion, secret commissions or such other improper practices.

3.5 CONFIDENTIALITY

For the duration 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 QLDC's prior written consent.

A Respondent may disclose information relating to the RFP to a person who is directly involved in the RFP Process but only for the purpose of participating in the RFP.

3.6 LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987 (LGOIMA)

Respondents acknowledge that:

- QLDC is subject to the LGOIMA, and that pursuant to a request made under that Act, QLDC may disclose information relating to or arising out of the services, Respondents or the RFP documents to the requestor;
- In accordance with section 2(6) of the LGOIMA, all information Respondents hold in their capacity as Respondent to QLDC is held by QLDC for the purposes of that Act; and
- QLDC shall not be in breach of the RFP documents if it is required to release information under the LGOIMA, other Legislation, or under common law.

Respondents shall immediately refer to QLDC any request made by a person for information about the services or the RFP documents.

Respondents shall provide assistance and information to QLDC in order to:

- Fulfil QLDC's responsibilities under any legislation relevant to the services or the RFP documents; and
- Enable QLDC to comply with any other statutory obligations or internal business obligations insofar as they relate to the services or the RFP documents.

3.7 OWNERSHIP OF DOCUMENTS

The RFP and its contents remain the property of QLDC. All Intellectual Property rights in the RFP remain the property of QLDC or its licensors. QLDC 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.

All documents forming the Proposal will, when delivered to QLDC, become the property of QLDC. Proposals will not be returned to Respondents at the end of the RFP Process.

Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to QLDC a licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP Process.

3.8 ELIMINATION

QLDC may exclude a Respondent from participating in the RFP Process if QLDC has evidence of any of the following, and it is considered by QLDC to be material to the RFP:

- The Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP Process
- The Proposal contains a material error, omission or inaccuracy
- The Respondent is in bankruptcy, receivership or liquidation
- The Respondent has made a false declaration
- There is a serious performance issue in a historic or current contract delivered by the Respondent.
- The Respondent has been convicted of a serious crime or offence
- There is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- The Respondent has failed to pay taxes, duties or other levies
- The Respondent represents a threat to security or the confidentiality of sensitive information
- The Respondent is a person or organisation designated as a terrorist by New Zealand Police.

3.9 QLDC'S ADDITIONAL RIGHTS

Despite any other provision in the RFP, QLDC reserves the right at its sole discretion to:

- Accept or reject any Proposal, or part of a Proposal;
- Waive any non-conformities or other irregularities or informalities in the RFP Process;
- Amend the RFP Process or any associated documents;
- Suspend, withdraw or cancel, in whole or in part, the RFP Process; or
- Answer questions submitted after the Deadline for Questions ends;
- Decide not to enter into a contract with any Respondent;
- Liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent;
- Provide or withhold from any Respondent information in relation to any question arising in relation to the RFP;
- Amend the proposed contract at any time, including during negotiations with a shortlisted Respondent; and
- Select two or more Respondents to deliver the contract as a joint venture or consortium.

3.10 NEW ZEALAND LAW

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

3.11 NO BINDING LEGAL RELATIONS

No legal or other obligations shall arise between the Respondent and QLDC in relation to the conduct or outcome of the tender process unless that Respondent has received written notification of the acceptance of its Proposal.

QLDC will not be liable in contract or tort or in any other way for any damage, loss or cost incurred by any tenderer or other person in respect of the tender process.

To the extent that liability cannot be excluded, the maximum aggregate liability of QLDC is \$1.

APPENDIX C – PROPOSAL FORM

[Refer to attached document for Appendix C]

APPENDIX D – Draft CONDITIONS OF CONTRACT AND SCOPE OF SERVICES

[Refer to attached document for Appendix D]