



17-D-00487

Leah Alexander
Ph. 0220483209
Request received via the FYI website
FYI ref: fyi-request-5745-951016a5@requests.fyi.org.nz

Dear Leah

Thank you for your email of 18 April requesting the following information under the Official Information Act 1982 (OIA):

The business case (or correspondence) that analysed the need for the Code of Practice for Landscape Assessment project.

The corresponding reports / documents / emails/ decisions that resulted in the project being abandoned by MFE.

Any subsequent information that indicates whether or not the project will go ahead in the future.

The attached table lists the documents falling within the scope of your request and notes any OIA provisions that have been applied.

Under section 28(3) of the OIA, you have the right to ask the Ombudsman to review my response to your request.

Yours sincerely

Glenn Wigley
Director – Environmental Systems

Documents falling within the scope of your request

No.	Date	Content	Decision	OIA Section/s applied
1	10 November 2016	Directors MEMO landscape guidance October 2016.doc	Release in part	9 (2)(a) To protect the privacy of natural persons
2	10 January 2017	Code of Practice for Landscape 0772-01-RFQ	Release in full	
3	24 March 2017	Email from Justin Strang Subject: ONL project	Release in part	9 (2)(a) To protect the privacy of natural persons
4	23 May 2017	File Note: Outstanding Landscape Note	Release in full	



Memo

To: Justin Strang (MfE), Jeff Flavell (DOC), Luke Southorn (MPI)

From: (s 9 (2) (a)

Date: 10 November 2016

CC: s 9 (2) (a)

Re: Developing landscape guidance – options paper

Purpose

To outline two approaches for developing and promulgating a consistent methodology for identifying and assessing effects on outstanding natural features and landscapes.¹

Background

A key driver for the development of a consistent methodology for outstanding areas has come from the work to create more certainty for the aquaculture industry in regions such as Marlborough, particularly when existing farms face re-consenting. However, this is an issue that has created difficulties for councils, courts, resource consent applicants and the landscape profession itself for some time. In recent stakeholder engagement, a large number of stakeholders (including councils and industry professionals) identified the need for national consistency around identifying and assessing effects on outstanding areas. This need has also been highlighted by members of the judiciary (including Environment Court Judge Jane Borthwick at the recent RMLA conference).

All stakeholders stand to gain from the benefits that will accrue from the development and promulgation of guidance providing direction on the identification of outstanding areas and assessment of effects on these areas, in coastal, freshwater and terrestrial environments.

¹ RMA s6(b) and NZCPS policy 15(a)

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Form and process for developing guidance

This memo proposes two possible approaches to the guidance: the first is a Code of Practice (with the option of giving statutory weight subsequently) and the second is a Landscape NPS which makes reference to the guidance (as an industry standard or Code of Practice). The process for developing each of these options is set out below.

Option 1: Code of Practice

Under this proposal, the guidance would be developed initially as a Code of Practice (COP), agreed and endorsed by NZILA and MfE and possibly others (eg Local Government NZ), and include suitable detail on a consistent approach to landscape assessment for planning purposes, the identification of outstanding areas, and assessment of effects. It would be allowed time to bed in before determining whether it needs to be given statutory weight, probably by reference through an NPS. An alternative option could be to reference the methodology through a planning standard. The advantage of this 'sequencing' would be that it would allow an opportunity to iron out any issues with the guidance or its application in practise, before giving it statutory weight. It would also allow for completion of the NZCPS Effectiveness Review, particularly in relation to the effect of policies 13 and 15 (eg, 'avoid').

It is recommended that the Code of Practice is supported by guidance for a broader, non-technical audience (planners, legal practitioners and RMA decision-makers) for publication on the *Quality Planning* website. This guidance, which will replace existing guidance on the website, would be developed after the final draft of the Code of Practice is completed (see *Indicative timeline* – page 5).

Content of Code of Practice

It is proposed that the Code of Practice will include the following:

1. Definition of 'landscape' (key to the guidance, as it defines scope – considerable thinking has already been done on this, including a major workshop of the profession in 2011)
2. Why landscape assessment is important and necessary (not limited to meeting obligations under the RMA)
3. What is landscape assessment?
4. Roles and responsibilities for landscape assessment under the RMA (including central government, regional councils, territorial authorities – currently these roles are not clear)
5. How is it done? (includes technical methodology for assessing natural features and landscapes, identifying outstanding areas and assessing effects on them)

The methodology will include how to identify:

- scale
- boundaries
- values and associated activities (this relates directly to the question of 'baseline')
- significance

The methodology will also need to include how to identify significant landscapes and features from a te ao Maori perspective.

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1. – 4. comprises the 'context' component of the guidance. 5. is the technical methodology.

Process

The proposed process for developing a Code of Practice is as follows:

1. *Appoint Peer Review Panel*

The proposed process is to establish a peer review panel, made up of up to five members, as follows:

- up to three landscape architects, including one able to represent a te ao Maori perspective
- one planner
- one expert in environmental law (potentially a retired Environment Court Judge)

Given time constraints, the appointment of the Panel will need to occur in parallel with the procurement process for the author(s) (see 2. below).

Honorariums and expenses will be paid for the Panel.

2. *Contract author to develop draft Code of Practice*

Using an open tender approach (GETS), an author (or authors) will be contracted to write proposed draft Code of Practice. The author will be an experienced landscape architect who is able to work within a highly consultative process (ie, s/he must be open to other views and approaches). It is also possible that we will want to appoint a second author with a planning/resource management law background to assist with writing the context component of the methodology (see *Structure of guidance*, above). Irrespective of whether one or two authors are contracted, the value of the contract will not change. The author will refer to previous work undertaken.

3. *Workshops*

1) Technical workshop – input into draft

The technical workshop will comprise the Peer Review Panel, up to five additional landscape architects, and one additional planner. The purpose of this workshop will be to provide input into the technical component of the guidance at the beginning of the drafting process. It is expected that representatives from MfE, DOC, MPI and New Zealand Institute of Landscape Architect (NZILA) (president Shannon Bray) will attend both this and the subsequent review workshops.

2) Open workshops – review of draft

Open workshops to which members of NZILA, RMLA and NZPI will be invited. Representatives from academic institutions, and NGOs such as EDS will also be invited to participate. It is anticipated that there will be high interest in these workshops, and so it is recommended that there is one in each main centre – Christchurch, Wellington and Auckland. Attendees will be sent a draft version of the Code of Practice, with the expectation that they will have reviewed the draft in order to provide useful input.

The author(s) will produce a second draft Code of Practice to reflect input from these workshops.

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4. Review of second draft by Peer Review Panel

The second draft will be reviewed by the Peer Review Panel and the author(s) will produce a third and final draft to reflect input from the Panel.

5. Approval for release for consultation

The Code of Practice will be consulted on publically as the proposed basis of statutory national direction.

Estimated costs

Writing of COP (cost for contracting author(s))	\$100,000
Other costs, including honorarium and expenses for Panel, workshops (venue hire, catering, facilitator), production costs.	\$50,000
Total	\$150,000

It is likely that MfE will be able to contribute up to \$75,000 to this project. NZILA has indicated it is willing to contribute \$20-25,000. This leaves a shortfall of \$50-55,000 to come from other sources.

Option 2: Landscape NPS

This option would likely require a dual process. The methodology component (5. in the 'Content of guidance' section above) would be developed following a process similar to that described above. The NPS component (the overarching policies, covering the aspects set out in 1. – 4. of the 'Content of Code of Practice' section above) would be developed by MfE, in partnership with DOC and NZILA. Once a draft of both the body of the NPS and the methodology is completed, a full public consultation would be undertaken following the process set out in the RMA for an NPS. A potential starting point for the NPS could be the National Policy Statement for Landscape developed by Boffa Miskell in 2010 on behalf of Local Government New Zealand.

Because the NPS must follow the statutory process for development and consultation, it is likely to take significantly longer for the NPS and accompanying Code of Practice to be promulgated.

In terms of costs, the value of the contracted component is likely to be slightly less, as the policy component will be covered primarily by MfE. However, this process will require full public consultation to meet statutory requirements under the RMA, which would be a considerable additional expense.

A key driver for including the Code of Practice by reference rather than including it in the body of the statutory instrument (NPS or NES) is to allow more flexibility to revise the methodology as required, without having to undertake a full public consultation. However, if we are to pursue the NPS option, we would need further legal advice to clarify whether this assumption is correct.

Conclusions

This memo presents two options: one is to publish a non-statutory Code of Practice, endorsed by MfE and NZILA. The option would allow for a decision to be taken to give

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the Code of Practice statutory weight at a later date if it does not lead to the anticipated level of consistency and certainty. This option would also allow for the effectiveness review of the NZCPS to be completed, and the issues around the 'avoid' wording to be considered before a Code of Practice is published.

The second option is to incorporate the methodology by reference through a landscape NPS. Note that a new NPS cannot cut across/conflict with the NZCPS in respect of content including the 'avoid' directive; work around aligning the two instruments would need to be undertaken for the landscape NPS to be effective.

Option one (Code of Practice) would not involve the public consultation required for an NPS, and therefore would be expected to take significantly less time. A final Code of Practice would be possible by mid-2017 if the contracting process is initiated before Christmas.

Option two (Landscape NPS + COP by reference) would require both the methodology and the draft NPS to be developed before undertaking public consultation, and therefore is anticipated to take significantly longer. An NPS would be unlikely to be promulgated before the end of 2017.

In terms of costs, the *contracted* component of the Code of Practice is likely to be slightly greater than for the NPS option. However, given the additional Code of Practice component of the NPS option, and the associated statutory process for consultation, the overall costs for the NPS option will be significantly higher than for the Code of Practice. We estimate that the additional funding required from other agencies to be in the order of \$60-80,000.

On balance, MfE recommends the Code of Practice option. Implementation of the COP would be supported through the partnership with NZILA and active roll-out to NZILA members, local government and others. Under this option the guidance will take a significantly shorter time to be promulgated, while still allowing for the option to give it statutory weight once its effectiveness has been evaluated.

Recommendations / Actions

Agree to the proposal for developing a Code of Practice

Or

Agree to the proposal for developing and consulting on a Landscape NPS

Agree contributions from agencies to the development of the option chosen (under either option 1 or 2).

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**Appendix: Indicative timeline for contracted component of Code of Practice
(Option 1)**

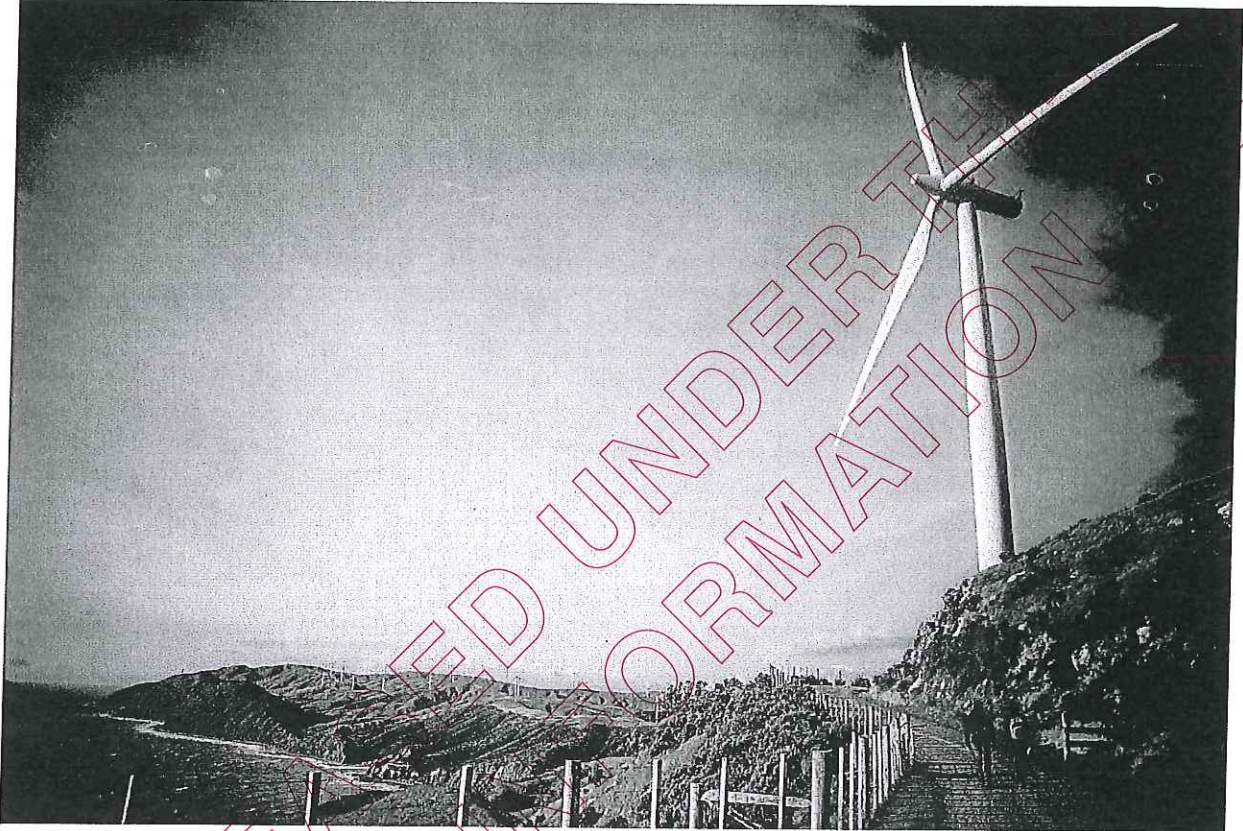
Task/process	Complete by
Directors' approval/funds secured	17 November 2016
Prepare procurement plan and seek directors' approval of its scope (this is likely to be iterative)	1 December
Consult with Legal about form of contract and MOU for funding	1 December
Responsible director's (Glen Wigley) sign-off of procurement plan	5 December
Convert procurement plan to RFQ	9 December
Put RFQ on to GETS	12 December
RFQ closed (allows 11 full working days)	5pm, 11 January 2017
Evaluate quotes and make selection	20 January
Draft contract	27 January
Draft MOU	27 January
Legal review & sign-off of contract and MOU	3 February
Contract signed/Project initiation meeting	15 February
Author scope guidance (structure, indicative content)	3 March
Technical workshop to review and provide input on initial draft (includes Panel)	10 March
Complete first draft	28 April
Open workshops (input on first draft), includes Panel review	12 May
Second draft	9 June
Review by contract manager/Panel	23 June
Final approval of guidance (Code of Practice)	30 June

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Ministry for the
Environment
Manatū Mo Te Taiao

Request for Quotes



Code of Practice for Landscape

0772-01-RFQ

RFQ Released: 10/01/17

Deadline for Questions: 1:00pm 18/01/17

Deadline for Quotes: 12:00pm (noon) 31/01/17

procurement@mfe.govt.nz

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This opportunity in a nutshell

What we need

We are seeking the development of a Code of Practice for Landscape to establish a nationally consistent, well-understood and accepted approach to identifying and evaluating, and assessing effects on, landscapes in New Zealand. The Code of Practice will:

- Reflect the input of a wide range of stakeholders through extensive workshops
- Be written in plain English, avoiding jargon and technical language where possible
- Be coherent and well-structured.

What we don't want

This project involves the development of guidance to inform decision-makers on landscape identification and the assessment of potential effects of activities or proposals on such landscapes under the Resource Management Act. It is not a methodology on assessing landscape character or cultural landscapes. However, there will be some cross-over with these areas.

This work will be undertaken within the context of the Resource Management Act, and while it will not be a legal document it should not attempt to assume or define any future legislative changes.

It is critical that the completed guidance (and the process undertaken to produce it) reflects the collective and collaborative expert views of the profession. We do not want a single-person or single-company perspective.

What's important to us

We are seeking a team of experienced professionals to develop a Code of Practice for landscape, underpinned by well-structured and wide-ranging consultation with the profession and other stakeholder groups. Your leading input into the project will be acknowledged and well recognised.

Why should you bid?

This is a unique opportunity to have a leading role in developing a nationally consistent, well-understood and accepted approach to identifying, and assessing effects on, landscapes in New Zealand.

A bit about us

The Ministry for the Environment is the Government's principal adviser on the environment in New Zealand and on international environmental matters. Our mission is environmental stewardship for a prosperous New Zealand – tiakina te taiao kia tōnui a Aotearoa.

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 development of a Code of Practice for Landscape.
- 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 Questions from Suppliers:	1:00pm 18/01/17
Deadline for the Buyer to answer Suppliers' Questions:	3:00pm 20/01/17
Deadline for Quotes:	12:00pm 31/01/17
Unsuccessful Respondents notified of award of Contract:	28/02/17
Anticipated Contract start date:	23/02/17

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



1.3 How to contact us

- a. All questions, enquiries and responses must be directed to our Point of Contact via the **GETS eTender box** function. If you experience technical issues please contact the GETS team.
- b. We will manage all external communications through this Point of Contact.
- c. **Our Point of Contact**
If GETS are unable to resolve your technical issues please immediately contact:
Attn: Procurement
Email address: procurement@mfe.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 helpful hints on tendering and access to a supplier resource centre go to: www.procurement.govt.nz / for 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 via the **GETS eTender box** function.
- e. In submitting your Quote you must use the Response Form provided.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. Check you have provided all information requested, and in the format and order asked for.

h. Having done the work don't be late – please ensure you get your Quote to us before the Deadline for Quotes!



1.5 Address for submitting your Quote

- a. Proposals must be submitted electronically via the GETS eTender box function in PDF format.

Please note there is a file size limit of 15mb.



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 3 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.
-



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
 - b. 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

The need for a consistent approach to identifying and evaluating landscapes – particularly outstanding natural areas - in New Zealand has been identified by a wide range of stakeholders in a variety of different contexts over the last several years. In particular, the lack of a consistent approach to identifying and assessing outstanding areas has been identified as a cause of considerable uncertainty for the aquaculture industry in regions such as Marlborough, particularly when existing farms face re-consenting. However, this is an issue that has created difficulties for councils, courts, resource consent applicants and the landscape profession itself for some time.

All stakeholders stand to gain from the benefits that will accrue from the development and promulgation of guidance providing direction on the identification of outstanding landscapes and assessment of effects on these areas, in coastal, freshwater and terrestrial environments.

We are seeking the development of Code of Practice for Landscape to help create consistency within the profession, and improved certainty for all stakeholders involved with or affected by decisions relating to landscape.

2.2 What we are buying and why

This RFQ relates to the purchase of services to develop a Code of Practice. The key deliverable is a Code of Practice – timeframes for key outcomes are outlined in the table in 2.7 below.

2.3 What we require: the solution

We are seeking the delivery of a Code of Practice for Landscape, as described above.

2.4 What we require: capacity

We are seeking suppliers that are able to demonstrate the following capacity: availability for the full length of the project (approximately from February to August 2017) and for workshops at various locations. These are likely to be in March and in May/June in Auckland, Wellington, Christchurch and Queenstown.

2.5 What we require: capability

We are seeking suppliers that are able to demonstrate the following capabilities:

A Lead Author and a Secondary Lead Author (where applicable) who must have:

- The ability to draw from a variety of opinions and approaches to develop a logical, clear argument (in this case, a methodology). While the respondent will need to have strong technical knowledge, they will need also to be willing to learn and consider alternative methods or approaches.
- At least 10 years' experience in landscape architecture practice, including:
 - Having had a lead role in the assessment of at least one large scale landscape to inform policy for a regional or district plan. The project must have been undertaken as a direct engagement to Council (i.e., not in a peer review or submitter role), and must have involved the identification or re-identification of outstanding natural landscapes or outstanding natural features, mapping landscape boundaries, and identifying values or qualities of the subject landscape. The project should have involved a degree of community and iwi involvement.
 - Having had a lead role in at least two medium to large scale infrastructure, utility or subdivision projects that have involved a notified hearing with submissions both for and against the proposal. The project must have been taken as a direct engagement for the transport or utility

operator or developer (i.e., not in a peer review or submitter role), and must have involved the preparation of a landscape and visual assessment, the preparation of evidence (including the review of submissions), and presentation at a notified hearing.

- Having presented evidence at an Environment Court or Board of Inquiry hearing on at least 2 occasions for different projects (either for an applicant, Council or submitter).
- Having acted at least once as a peer reviewer for a council and/or the Environmental Protection Agency with the role of reviewing a landscape assessment prepared by another landscape architect. The project must have included the review of submissions on a notified project; informed the development of a s42a report under the Resource Management Act; and required the attendance at a hearing or Board of Inquiry to provide technical advice to a Council Officer or directly to the decisions panel.

A Support Author (where applicable) who must have:

- The ability to draw from a variety of opinions and approaches to develop a logical, clear argument (in this case, a methodology). While the respondent will need to have strong technical knowledge, they will need to be willing to learn and consider alternative methods or approaches.
- The ability to write in a coherent, accessible manner, including the delivery of technical material to a non-technical audience
- At least 5 years' experience in landscape architecture practice, including:
 - A supporting role in the assessment of at least one large scale landscape to inform policy for a regional or district plan
 - A supporting role in at least two medium to large scale infrastructure, utility or subdivision projects that have involved a notified hearing with submissions both for and against the proposal.

Having presented evidence at a Council Resource Consent or Plan Change Hearing on at least 2 occasions for different projects (either for an applicant, Council or submitter).

2.6 Contract term

We anticipate that the Contract will commence February 2017. The anticipated Contract term and options to extend are:

Description	Years
Initial term of the Contract	9 months
Options to extend the Contract	n/a
Maximum term of the Contract	9 months

2.7 Key outcomes

Timeframes for delivery of key outcomes are as below.

Description	Indicative date for delivery
Scoping of Code of Practice (structure and indicative content) in preparation for technical workshops	15 March 2017
Technical workshops (likely to be in Auckland, Wellington, Christchurch and Queenstown)	Complete by 31 March 2017
Complete first draft of Code of Practice	19 May 2017
Open workshops (3 – 4 in main centres)	Complete by 9 June 2017
Complete second draft of Code of Practice for review by Contract Manager and Peer Review Panel	30 June 2017
Incorporate review changes – complete final draft	21 July 2017

2.8 Other information

- a. Payment will be on successful delivery of milestones.
- b. New Intellectual Property arising as a result of the Contract will be the property of the Buyer.

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SECTION 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Quotes.

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.

3.2 Pre-conditions

Each Quote must meet all of these pre-conditions. Quotes 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 Quote.

#	Pre-conditions
1.	Potential supplier (all nominated personnel) must be registered members of the New Zealand Institute of Landscape Architects. The NZILA Registration programme requires that a registered landscape architect has completed an accredited degree in landscape architecture in New Zealand (or approved overseas equivalent), has completed a period of mentoring, passed a registration examination, and is fully up to date with Continuing Professional Development (CPD) requirements.
2.	Respondent should be comprised of a team of between two and four personnel. We envisage that the team will be comprised of the following roles (however, the precise nature of the roles will be dependent on the total number of personnel in the team): <ul style="list-style-type: none">• A Lead Author who will have overall responsibility of delivery of the document.• A Secondary Lead Author who can provide high level technical input and strategic direction• A Support Author who will largely draft the manuscript to the direction of the Lead Authors, ensuring a coherent, legible text is delivered that can be understood by a non-technical audience

3.3 Evaluation criteria

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

Criterion	Weighting
<p>1. Proposed solution (fit for purpose)</p> <ul style="list-style-type: none"> • Demonstrated understanding of the purpose of the project, the desired outcomes and the process to be undertaken to achieve the outcomes. 	10%
<p>2. Capability of the Respondents to deliver (please provide a 1-2 page CV for each respondent). A Lead Author must be nominated to have overall responsibility for the project (the production of the Code of Practice).</p> <p>The Lead Author and Secondary Lead Author (where applicable) must have:</p> <ul style="list-style-type: none"> • The ability to draw from a variety of opinions and approaches to develop a logical, clear argument (in this case, a methodology). While the respondent will need to have strong technical knowledge, they will need to be willing to learn and consider alternative methods or approaches. • At least 10 years' experience in landscape architecture practice, including: <ul style="list-style-type: none"> ○ Having had a lead role in the assessment of at least one large scale landscape to inform policy for a regional or district plan. The project must have been undertaken as a direct engagement to Council (i.e. not in a peer review or submitter role), and must have involved the identification or re-identification of Outstanding Natural Landscapes or Outstanding Natural Features, mapping landscape boundaries, and identifying values or qualities of the subject landscape. The project should have involved a degree of community and iwi involvement. ○ Having had a lead role in at least two medium to large scale infrastructure, utility or subdivision projects that have involved a notified hearing with submissions both for and against the proposal. The project must have been taken as a direct engagement for the transport or utility operator or developer (i.e., not in a peer review or submitter role), and must have involved the preparation of a landscape and visual assessment, the preparation of evidence (including the review of submissions), and presentation at a notified hearing. ○ Having presented evidence at an Environment Court or Board of Inquiry hearing on at least 2 occasions for different projects (either for an applicant, Council or submitter). ○ Having acted at least once as a peer reviewer for a council and/or the Environmental Protection Agency with the role of reviewing a landscape assessment prepared by another landscape architect. The project must have included the review of submissions on a notified project; informed the development of a s42a report under the Resource Management Act; and required the attendance at a hearing or Board of Inquiry to provide technical advice to a Council Officer or directly to the decisions panel. • It is preferred that the Lead Author and Secondary Lead Author (where applicable) come from different organisations. <p>The Support Author (where applicable) must have:</p> <ul style="list-style-type: none"> • The ability to draw from a variety of opinions and approaches to develop a logical, clear argument (in this case, methodology). While the respondent will need to have strong technical knowledge, they will need to be willing to 	40%

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<p>learn and consider alternative methods or approaches.</p> <ul style="list-style-type: none"> • The ability to write in a coherent, accessible manner, including the delivery of technical material to a non-technical audience • At least 5 years' experience in landscape architecture practice, including: <ul style="list-style-type: none"> ○ A supporting role in the assessment of at least one large scale landscape to inform policy for a regional or district plan ○ A supporting role in at least two medium to large scale infrastructure, utility or subdivision projects that have involved a notified hearing with submissions both for and against the proposal. <p>Having presented evidence at a Council Resource Consent or Plan Change Hearing on at least 2 occasions for different projects (either for an applicant, Council or submitter).</p>	
<p>3. Capacity of the Respondent to deliver</p> <ul style="list-style-type: none"> • Capacity of supplier to deliver to proposed timeframes • Availability of supplier for workshops at various locations. These are likely to be in March and in May/June in Auckland, Wellington, Christchurch and Queenstown. 	30%
<p>4. Price</p> <ul style="list-style-type: none"> • Proposal is considered value for money 	20%
Total weightings	100%

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3.4 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

3.5 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.

3.6 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.

- reference check the Respondent organisation and named personnel
- other checks against the Respondent e.g. Companies Office
- interview Respondents

SECTION 4: Pricing Information

1.1 Pricing information to be provided by respondents

In submitting the Price the Respondent must meet the following:

- a. Respondents are to use the pricing schedule template provided.
- b. The pricing schedule shows 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.
- c. 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.
- d. 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.
- e. 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.
- f. Prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- g. 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.
- h. Where two or more Respondents intend to lodge a joint or consortium Quote the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

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SECTION 5: Our Proposed Contract

5.1 Proposed Contract

See attached to this RFQ the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.

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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

- 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

- 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

- 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

Information that:

- 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.
- Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.

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 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:

- 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.

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From:
Sent:
To:
Subject:
Attachments:

S 9 (2) (a)

From: Justin Strang [mailto:Justin.Strang@mfe.govt.nz]
Sent: Friday, 24 March 2017 4:40 p.m.
S 9 (2)(a)
Subject: ONL project

Hi

Following up our conversation...

MfE has made the decision to put the ONL methodology project on hold. Given where the project is at we think on balance that it is better to close the current procurement process and re-initiate when we are able. The Ministry regrets having to take this decision as we recognise the effort that has gone into the work to date and still shares the view of those involved about the benefits of developing a common approach to landscape methodology.

This decision is based on:

- having to cut back on our current commitments in order to deliver on other higher priority work
- anticipated financial support from partners in this work has not been forthcoming leaving a disproportionate burden to be carried by MfE
- Anticipation that we may need to re-scope the ONL work to align with future work coming out of the NZCPS effectiveness review [not appropriate to release this reason to non-government audience given effectiveness review has not been shared with MoC]

We have discussed our thinking about the project with MPI and DoC before taking this decision – they accept or concur with this.

I realise that this decision is disappointing to you personally. Let's discuss further on Monday.

Justin

Justin Strang – Manager, Mana Moana – Ngā Tai Moana
Ministry for the Environment – Manatū Mō Te Taiao
Mobile: +64 22 066 9013 Email: justin.strang@mfe.govt.nz; www.mfe.govt.nz
No.3 The Terrace, PO Box 10362, Wellington 6143



**Making Aotearoa New Zealand
the most liveable place in the world**
Aotearoa - he whenua mana kura mō te tangata



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Outstanding Natural Landscape note

File note: 23/5/17

Below is a file note outlining the decision making process for placing the work on a Code of Practice for Landscapes - Outstanding Natural Landscapes on hold.

A Request for Proposals was put out on January 2017. Questions were raised by Deputy Secretaries around the timing of this work considering the range of marine initiatives currently in place.

Marine Directors discussed this and noted that the Department of Conservation were at the time reviewing the effectiveness of the NZCPS.

Marine Directors noted that guidance and national direction in a number of areas within the NZCPS were likely to be key outcomes of the effectiveness review. It was concluded that this piece of work should not begin at this time, as Directors wanted to see the final recommendations of the NZCPS effectiveness review before initiating any work. There needs to be an understanding of the sequencing of work, as some areas may be dependent on others. Ministers will be briefed on the outcomes of the effectiveness review over the next few months.

In addition there were pressures on budgets at that time which meant we prioritised funding into other higher priority work.

Decisions on any work programme required as a consequence of the NZCPS effectiveness review will be made following discussions with Marine Ministers.



Glenn Wigley

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