

Te Oneroa-a-Tōhē Board
Request for Proposal:
Te Oneroa-a-Tōhē Beach Management
Plan

DRAFT

Disclaimer

1. This request for proposal is only an invitation.
2. This request for proposal must not be read as constituting an offer that is capable of acceptance by submitting a proposal in accordance with this request for proposal.
3. Northland Regional Council will not be liable in any way whatsoever and however caused, including any claim based on contract tort or equity, to any supplier related (directly or indirectly) to the awarding or failure to award a contract for goods or services identified in the proposal.
4. Any conditions or other statements in the request for proposal which specify how proposals will be evaluated, including conditions or statements which repeat or restate requirements of any Act of Parliament, must not be read as creating any obligation in law or equity owed by Northland Regional Council to service providers in accordance with those conditions or statements

Introduction

The purpose of this RFP is to secure the following services:

1. Prepare a Beach Management Plan for the Te Oneroa-a-Tōhē management area in accordance with the settlement legislation.
2. Assist with the consultation associated with the preparation of the Beach Management Plan.

Background

Te Oneroa-a-Tōhē Board

Te Oneroa-a-Tōhē Board (the Board) has been established as a statutory body via Treaty Settlement redress for Te Aupouri, Ngati Kuri, NgaiTakoto and Te Rarawa (includes Ngati Kahu as an interim measure¹). The Board is a permanent committee of the Far North District and Northland Regional councils and cannot be discharged without full agreement from all appointers. The Board membership consists of:

1. One member appointed by Te Aupouri
2. One member appointed by Ngati Kuri
3. One member appointed by NgaiTakoto
4. One member appointed by Te Rarawa
5. Two members appointed by Far North District Council (1 being the Mayor)
6. Two members appointed by Northland Regional Council

Purpose and function of the Board

The purpose of the Board is to provide governance and direction to all those who have a role in, or responsibility for, Te Oneroa-a-Tōhē management area, in order to protect and enhance environmental, economic, social, cultural, and spiritual well-being within that area for the benefit of present and future generations.

¹ Refer respective legislation for specific information on membership should Ngati Kahu participate.

The primary function of the Board is to achieve the purpose as well as to:

1. Prepare and approve a beach management plan that identifies the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē management area; and
2. Provide direction to persons authorised to make decisions in relation to Te Oneroa-a-Tōhē area; and
3. Express the Board's aspirations for the care and management of Te Oneroa-a-Tōhē management area, in particular, in relation to the following priority areas:
 - (a) Protecting and preserving Te Oneroa-a-Tōhē management area from inappropriate use and development and ensuring that the resources of Te Oneroa-a-Tōhē management area are preserved and enhanced for present and future generations; and
 - (b) Recognising the importance of the resources of Te Oneroa-a-Tōhē management area for Te Hiku o Te Ika iwi and ensuring the continuing access of Te Hiku o Te Ika iwi to their mahinga kai; and
 - (c) Recognising and providing for the spiritual, cultural, and historical relationship of Te Hiku o Te Ika iwi with Te Oneroa-a-Tōhē management area.

The purpose of the BMP is set out below².

Part of the BMP must address Beach sites A, B, C, and D³. This part of the BMP is prepared and approved by the iwi members of the board i.e. it excludes the council members.

Purpose and contents of beach management plan

1. *The purpose of the beach management plan is to—*
 - (a) *identify the vision, objectives, and desired outcomes for the Te Oneroa-a-Tōhē management area; and*
 - (b) *provide direction to persons authorised to make decisions in relation to the Te Oneroa-a-Tōhē management area; and*
 - (c) *express the Board's aspirations for the care and management of the Te Oneroa-a-Tōhē management area, in particular, in relation to the following matters (priority matters):*
 - i. *protecting and preserving the Te Oneroa-a-Tōhē management area from inappropriate use and development and ensuring that the resources of the Te Oneroa-a-Tōhē management area are preserved and enhanced for present and future generations; and*
 - ii. *recognising the importance of the resources of the Te Oneroa-a-Tōhē management area for Te Hiku o Te Ika iwi and ensuring the continuing access of Te Hiku o Te Ika iwi to their mahinga kai; and*
 - iii. *recognising and providing for the spiritual, cultural, and historical relationship of Te Hiku o Te Ika iwi with the Te Oneroa-a-Tōhē management area.*
2. *The part of the beach management plan that relates to Beach sites A, B, C, and D —*
 - (a) *must provide for the matters set out in [section 41\(3\)](#) of the Reserves Act 1977; and*
 - (b) *is deemed to be a management plan for the purposes of that provision.*
3. *The beach management plan may include any other matters that the Board considers relevant to the purposes of the beach management plan.*

² Extracts from the Te Rarawa Claims Settlement Act 2015. All the settlement acts have the same wording regarding the preparation of the BMP.

³ Mai i Waikanae ki Waikoropūpūnoa (**Beach site A**): Mai i Hukatere ki Waimahuru (**Beach site B**): Mai i Ngāpae ki Waimoho (**Beach site C**): Mai i Waimimiha ki Ngāpae (**Beach site D**):

Te Oneroa-a-Tohe management area means the area shown on the plan in part 5 of the attachments, and includes—

- (a) the marine and coastal area; and
- (b) Beach sites A, B, C, and D vested under subpart 1; and
- (c) the Central and South Conservation Areas and Ninety Mile Beach marginal strip (to the extent that section 76 does not apply); and
- (d) any other area adjacent to, or that is within the vicinity of, the areas identified in paragraphs (a) and (b), with the agreement of—
 - i. the Board; and
 - ii. the owner or administrator of the land.



Scope of the Beach Management Plan

The geographic scope of the Beach Management Plan is the Te Oneroa-a-Tōhē management area (refer map).

The legislation also allows the BMP to cover other areas of land adjacent to the Te Oneroa-a-Tōhē management area with the agreement of the Board and the adjacent land owner. The Board has indicated that it will not actively pursue the inclusion of any such land for this first version of the Beach Management Plan, but will be open to considering it should a landowner wish to.

The legislation allows for the Beach Management Plan to address any matter relating to the care and management of the Te Oneroa-a-Tōhē management area. The scope for the content will be defined through the preparation of the Beach Management Plan. In other words, there will be no limitations of the scope of the content at the outset, but it will be defined as the Beach Management Plan goes through the preparation process.

Project overview, timeframes and deliverables

The key tasks for the whole project are set out below. Services required from the successful consultant are identified.

Please Note - due to the nature of the project, timeframes are subject to change. The consultant is asked to set out how they will manage changes to timeframes and/or may propose a process for how changes to timeframes are negotiated between the consultant and the Board.

All Board workshops and meetings will be in Te Hiku o Te Ika (generally Kaitaia).

Tasks	When	Who
<p>Initial public engagement. Includes:</p> <ul style="list-style-type: none"> • Delivery of a consultation document to all postal addresses in Te Hiku o Te Ika • Written feedback • Radio • Offers to meet 1-on-1 with key stakeholders • Website • Community drop in events (3-4) • Public events (e.g. markets) • Hui (4-5) 	<p>10 June – 16 August 2019 (10 weeks)</p>	<p>NRC will organise and administer most of the engagement and the preparation of engagement material (e.g. the consultation document and banners).</p> <p>Technical steering group⁴ will assist with resourcing as necessary.</p> <p>Board members to attend hui and events as necessary.</p> <p>Consultant will:</p> <ul style="list-style-type: none"> • Lead one-on-one meetings with key stakeholders and take notes (either alone or with other members of TSG or Board) • Participate in community drop in events and take notes • Attend hui (observe and answer questions) and take notes
<p>Initial direction from Board on content of BMP</p>	<p>September 2019</p>	<p>Consultant to provide the Board a report summarising the feedback from the initial public engagement above and provide advice to the Board on issues and management options.</p> <p>Likely to be 1-2 workshops with Board.</p> <p>NRC to organise workshop(s).</p> <p>Consultant to lead and facilitate workshop(s) and record outcomes.</p>

⁴ The Technical Steering Group is made up of at least one member of each party on the Board. The members have particular technical expertise (e.g. policy, tikanga and/or legal).

Prepare draft BMP and a report setting out the potential alternatives to, and potential benefits and costs of, the matters provided for in the draft plan (“supporting report”).	September 2019 – February 2020	Consultant will prepare draft the BMP and supporting report. TSG members will review. Assume 2-3 opportunities for TSG review (included within specified timeframe).
Summer awareness and public engagement programme	December 2018 – January 2019	To be confirmed. Any involvement of the consultant is not part of this request for services. Any involvement of the consultant will be negotiated separately.
Board considers draft BMP and supporting report for formal public feedback.	Feb - April 2020	consultant to attend, present draft BMP and respond to Board questions. Consultant may be required to make further amendments to the draft depending on feedback from the Board. Likely to require at a minimum 2 - 3 workshops/meetings. NRC to organise workshops.
Approve draft BMP and supporting report	Approve April 2020	Will be done at a Board meeting. Consultant to attend.
Seek public feedback on draft BMP	May – June 2020	Six-week feedback period. Details to be confirmed. Any involvement of the consultant is not part of this request for services. Any involvement of the consultant will be negotiated separately.
Hearing	September 2020	NRC will organise the hearing, including logistics and communications with ‘submitters’. Consultant to prepare a report which responds to the feedback and recommends any changes to the BMP (to be provided to the Board and available to the public 2-3 weeks prior to the hearing). TSG provided at least 2 opportunity to provide feedback on the consultant’s report prior to being presented to the Board. Consultant to attend hearing.
Deliberations (Direction for any changes to BMP in response to public feedback)	September 2020	Board will meet to provide direction (deliberations). Consultant to facilitate and make amendments to the BMP as directed by the Board.
Finalise BMP	September –	Consultant to prepare final version of BMP. Provision for review by TSG and/or Board

	November 2020	members.
Approve BMP	December 2020	Consultant to attend Board meeting to approve BMP.

Proposal requirements

The Board requires that suppliers demonstrate:

1. Experience in preparation of statutory and non-statutory management plans (or similar).
2. A good understanding of the legislative 'tools' that will or might implement the BMP, in particular the regional and district plans under the Resource Management Act 1991.
3. An appreciation and understanding of iwi Maori aspirations, tino rangatiratanga, and kawa relevant to Te Hiku o Te Ika.
4. Good understanding of Treaty of Waitangi and associated principles and its/their application in contemporary Aotearoa.
5. Proven ability to build relationships with Māori.
6. An excellent understanding of local and central government legislation and processes.
7. Strong relationship management and stakeholder engagement skills and experience.
8. Knowledge and experience in providing analytical and consultation services.

Other desirable attributes:

1. Comprehensive knowledge of Te Hiku o Te Ika iwi.
2. Demonstrated ability to converse in Te Reo Māori.
3. Understanding of Treaty settlement processes and legislative requirements.

Deadline for proposals

If you wish to submit a proposal, **please complete Section 2 "Response Template and Project Plan"** and email to Northland Regional Council mailroom@nrc.govt.nz **by 9.00am, 26 April 2019**. Late submissions may not be considered.

This RFP has the following 3 sections:

- Section 1: Requirements of Purchase
- Section 2: RFP Response template and project plan
- Section 3: Evaluation Criteria and Terms and Conditions of the RFP

Section 1: Requirements of services

SCOPE	
Request For Proposal (RFP) Objective	<p>The Te Oneroa-a-Tōhē Board (the Board) seeks assistance in the development of a Beach Management Plan (BMP) for Te Oneroa-a-Tōhē/90 Mile Beach.</p> <p>This work will be undertaken in accordance with the respective Treaty settlement legislation for Ngati Kuri, Te Aupouri, NgaiTakoto and Te Rarawa.</p> <p>The supplier will provide technical and procedural advice and support for the Board in relation to the development of the Beach Management Plan (BMP).</p> <p>NOTE: The supplier is not asked to provide services for the design of the BMP. However, the supplier will need to factor in time for the design work.</p>
Service Provision	<p>The services and the timetable for their delivery is set out below.</p> <p>Initial public engagement (10 June 2019 – 16 August 2019):</p> <ul style="list-style-type: none"> • Lead one-on-one meetings with key stakeholders and take notes (either alone or with other members of TSG or Board) • Participate in community drop in events and take notes • Attend hui (observe and answer questions) and take notes <p>Initial direction from Board on content of BMP (September 2019):</p> <ul style="list-style-type: none"> • Consultant to do the necessary preparation, lead and facilitate workshop(s) (1-2) and record outcomes. Workshops to be held between 2 September 2019 and 17 September 2019). • Consultant to provide the Board (prior to workshop(s)) a report summarising the feedback from the initial public engagement and provide advice to the Board on issues and management options. To be provided to Board before workshops. <p>Prepare draft BMP and supporting report (September 2019 – February 2020):</p> <ul style="list-style-type: none"> • Consultant to prepare draft BMP and a report setting out the potential alternatives to, and potential benefits and costs of, the matters provided for in the draft plan (the “supporting report”). To be ready to present to the Board by 14 February 2020. • Consultant to provide at least two opportunities for the TSG to review and provide feedback on the draft BMP and the supporting report before it is presented to the Board. • Consultant will need to factor in time for design work on the BMP. <p>Approve draft BMP and supporting report for public feedback (February - April 2020)</p> <ul style="list-style-type: none"> • Consultant to attend Board workshops and meeting and make further amendments to the draft and supporting report depending on feedback from the Board. Assume three workshops and one meeting, all to be held between 17 February and 17 April 2020. <p>Prepare documents for hearing (June – August 2020):</p> <ul style="list-style-type: none"> • Consultant to prepare a report which responds to the feedback and recommends any changes to the BMP. The report is to be provided to the

	<p>Board and available to the public 2-3 weeks prior to the hearing). Hearings are anticipated to start on Monday 7 September 2020.</p> <ul style="list-style-type: none"> • Consultant to provide at least two opportunities for the TSG to review and provide feedback on the draft BMP and the supporting report before it is presented to the Board. <p>Hearings (September 2020)</p> <ul style="list-style-type: none"> • Attend hearings. Assume six days over two weeks starting 7 September 2020. <p>Deliberations (September 2020):</p> <ul style="list-style-type: none"> • Consultant to attend and facilitate Board deliberations on the final content of the BMP. Assume two days over week starting 21 September 2020. <p>Finalise BMP (September - November 2020):</p> <ul style="list-style-type: none"> • Consultant to prepare final version of BMP. Will likely require review by TSG and/or Board members. Final version completed and ready to present to the Board by 20 November 2020. • Consultant to provide at least two opportunities for the TSG to review and provide feedback on the final version of the BMP before it is presented to the Board. • Consultant will need to factor in time for design work on the BMP. <p>Approve BMP (December 2020):</p> <ul style="list-style-type: none"> • Consultant to attend Board meeting sometime in December 2020. <p>Additional advice and assistance:</p> <p>The consultant may be asked to provide additional advice or assistance on the project, over and above the scope of this contract. This will be done on a case-by-case basis and it is recognised that the ability for the consultant to provide this will be contingent on their availability. The proposal is to include a charge-out rate for this service.</p> <p>There is the potential for the timeframes to change for various reasons, including because of the many parties involved in the project. Proposals should outline how they will manage dealing with changes to timeframes. The consultant may also consider proposing a process for how changes to timeframes are negotiated between the consultant and the Board.</p> <p>Proposals should include an outline of the methodology to be used for each milestone and preferably a draft project plan in accordance with the timeline set out below.</p> <p>A copy of the Board’s project plan for the whole project is available on request.</p>
PRICE	
<p>The Board is seeking a quality, value-for-money proposal with a fixed fee (other than for any additional advice and assistance as described in the <i>Service Provision</i> section – a charge-out rate is to be provided for this). Funding available for this project is up to \$70,000.</p>	
TIMETABLE/TIMEFRAME	
Service is required for:	May 2019 - December 2020.

Service timetable:	Refer <i>Service Provision</i> section.
SUBMISSION	
Please submit your proposal in this format:	Responses must be submitted via email by 9.00am, 26 April 2019. to mailroom@nrc.govt.nz with the title "Tender No xxxxx" in the subject line. Attachments are to be formatted in a Microsoft Office application or PDF. It is the responsibility of the supplier to ensure that the emailed response has been received by NRC prior to the closing date and time. Where relevant, mark your responses "Commercial in Confidence".
Selection process	Proposals will be assessed against the criteria detailed in Section 3 of this RFP. Appointment is anticipated to be made mid-May 2019.
CLARRIFICATION AND ADDITIONAL INFORMATION	
<p>All communications relating to this RFP, or requests for clarification or further information, should be directed in writing to the contact person below. All requests for clarification or further information must be made prior to 9.00am, 12 April 2019 Any requests received after this time and date may or may not be responded to, at our sole discretion.</p> <p>Any clarification or further information provided will, in general, be provided to all other prospective tenderers.</p> <p>You must not contact Board members, our staff or management in relation to this RFP, other than in accordance with this section. Unauthorised communication by you with Board members or us in relation to this RFP may, at our sole discretion, lead to your disqualification from this RFP process.</p> <p>The person named below is the Board's contact for all enquiries relating to this RFP.</p>	
Contact:	Ben Lee
Telephone:	09 470 1157
Email:	benl@nrc.govt.nz
Postal address:	Private Bag 9021, Whangārei Mail Centre 0148
Physical address:	36 Water Street, Whangārei 0110

Section 2: Response Template

NRC TENDER NO. XXXX	
SUPPLIER DETAILS	
Legal name of Supplier:	
Postal Address:	
Physical Address:	
Contact Person:	
Contact Phone:	
Contact Email:	
Insurance Details: (including name of Insurer, type and amount covered)	
CONFLICTS OF INTEREST	
Do you have any actual or potential conflicts of interest related to the delivery of the contract? If so, declare them here, along with how you would propose to manage the conflicts.	
SCOPE	
Service Provision includes:	
Service Provision excludes:	
METHODOLOGY & PROJECT PLAN	
Please detail your methodology and draft project plan here.	
CAPABILITY AND EXPERIENCE	
Please outline skills and experience of the proposed personnel undertaking this work including their overall experience, experience on similar projects relevant to providing the required services. Please provide a short CV (including 2 referees) of all personnel involved, including those of any third party that will be sub-contracted.	

PROJECT RESOURCING AND CAPACITY

Detail the resources, capability, and capacity relevant to this RFP including relevant relationships, facilities and networks to assist in the delivery of this contract

Outline any collaboration, partnering or subcontracting arrangements that you will use.

PRICING

Please provide a fixed price quote (excl GST) and a breakdown of the expenses including the personnel to be used (hours and hourly rates), the cost of obtaining any additional information required, and any travel and accommodation costs associated with this work.

TERMS AND CONDITIONS

Declaration

Having read and understood the RFP, the Supplier named above agrees to the terms and conditions set out in the RFP.

Signature:

Name:

Title:

Date:

Section 3: Evaluation criteria and terms & conditions of the RFP

The Board will evaluate responses based on the criteria described below. These criteria are provided as an indication as to the relative importance The Board is placing against each criteria. Whilst price will be a factor, the response with the lowest price may not be the response that is accepted, as it is essential that the listed criteria are also met. Assessment of the supplier's capability to deliver the required goods or services will be based on the responses provided, previous experience of the supplier in delivering goods or services as well as any subsequent due diligence undertaken by the Board.

Focus	Criteria	Weighting
Suppliers approach (this includes a draft project plan that demonstrates complete and clear understanding of the requirements, formal methodology and approach, and a breakdown of services and timeframes)	<ul style="list-style-type: none"> The quality of the draft project plan and level of detail on how the requirements will be delivered The likelihood that the Proposal will exceed our requirements or add value The extent to which risks and mitigation measures are identified 	25%
Capability, capacity and experience (this includes comprehensive appreciation and understanding of Te Ao Māori, Te Hiku o Te Ika Iwi, Te Reo and the ability to work with Iwi/Māori to incorporate Māori values and aspirations into planning documents. Also, knowledge and experience of, local government processes, stakeholder engagement, and capacity to complete deliverables in a timely manner at an appropriate quality.)	<ul style="list-style-type: none"> The relevant qualifications and experience of the named personnel The track record of the named personnel / organisation(s) in delivering similar goods and services The extent to which the proposal demonstrates an understanding of Te Ao Māori, Te Hiku o Te Ika Iwi and Te Reo The extent to which the proposal demonstrates an understanding of and local government processes and stakeholder engagement 	35%
Project resourcing (this includes details of who will be involved, when, the tasks they will undertake)	<ul style="list-style-type: none"> Whether the level of resourcing is adequate to deliver on key milestones Whether resourcing is adequate to deliver on timeframes 	20%
Pricing (this includes a detailed pricing schedule for the various stages/tasks and value for money)	<ul style="list-style-type: none"> Total price Breakdown / allocation of costs against milestones 	20%

Scoring Proposals

Rating	Description	Score
Excellent	Significantly exceeds the criterion	10
Good	Exceeds the criterion in some aspects	7 - 9
Acceptable	Meets the criterion in full	4 - 6
Reservations	Meets the criterion in part	1 - 3
Unacceptable	Does not meet the criterion	0

TERMS AND CONDITIONS OF THIS RFP

Supplier's Obligations:

The Board will rely on the information in, and given about, a response. The supplier's response (and any information about the response) must, therefore, be complete, accurate and not misleading. The supplier represents and warrants to this effect. It is the responsibility of the supplier to ensure that they are fully informed about this RFP.

Use of Information:

Suppliers may not use any information in this RFP, or provided in relation to it, except to prepare their response.

Confidentiality of Supplier Information:

The Board will make every effort to maintain confidentiality in respect of information supplied by any supplier. However, confidentiality cannot be guaranteed because of the application of enactments including the Official Information Act 1982 and Orders of Court.

Validity Period:

Once submitted, each response remains open for acceptance by the Board, and is irrevocable, and may not be withdrawn or modified, except with the written consent of the Board, until expiry of 90 days after submission closing time.

Rights reserved by the Board:

To the maximum extent allowed by law, the Board reserves the unrestricted rights at any time to:

- (a) make any change to the RFP and to the RFP process. Where a significant change affects either the scope of work or the RFP process the Board will either notify the person or organisation initially advised of the RFP or, where the RFP was advertised then through this process;
- (b) apply, or change, any policy relating to participation in this RFP process or the evaluation of responses;
- (c) exclude any person from this RFP process (whether on the grounds of capability, price, security, operational requirements or otherwise);
- (d) reject or not consider any non-compliant response;
- (e) liaise, negotiate or contract with any supplier or other person at any time without disclosing this to, or involving or doing the same with, any other supplier or person (whether before, during or after this RFP process);
- (f) have any of the Board's representatives at any reasonable time inspect any property, or interview any personnel of any supplier or other person as part of its evaluation process;
- (g) suspend or cancel this RFP or any process arising from it at any time and for any reason by notice;
- (h) not accept the lowest or any response, or not enter into any contract;
- (i) enter into one or more contracts in respect of any part of the requirement;
- (j) not give any reason to any person for the rejection, failure or otherwise of any supplier or response, or any suspension or cancellation of this RFP process;
- (k) select a single supplier or a mix of suppliers as it sees appropriate to fulfil the objectives;
- (l) withhold any information from any person for any reason, and will not be responsible to any person for any information provided under or in connection with this RFP;

- (m) consider a response that has been submitted after the RFP Closing Date at its discretion; or alternatively, decline any response not received before the RFP Closing Date;
- (n) seek additional information about suppliers from any source;
- (o) require suppliers to submit further information or make presentations;
- (p) undertake due diligence relating to any supplier at any time during the RFP process;
- (q) enter into discussions and negotiations with any person or organisation(s), not necessarily restricted to those who responded to this RFP;
- (r) re-advertise the RFP at any time.
- (s) The respondent authorises the Board to seek and obtain from any person or organisation (including the respondent) any information about the respondent's history, or any other information which is considered necessary to make a proper assessment of the RFP. Where the Board collects personal information about the respondent or officers of the respondent, the respondent has the right of access to and correction of that information.

Acceptance of response not a contract:

Should the Board advise a supplier that their response is acceptable to the Board or may provide the basis for an agreement (namely, that the supplier is a preferred supplier), there will be no contract between the parties in relation to the procurement until a written agreement is entered into.

Advice of outcome:

The Board will advise a supplier if their response has been unsuccessful. Should a supplier wish to understand why their response may have been unsuccessful the supplier should contact the Board Contact Person to arrange for a tender debriefing.

Health and Safety:

Each RFP shall provide proof that they have effective health and safety policies.

The Board's Disclaimer of Liability:

While the Board makes every effort to provide accurate information, it does not accept any responsibility or liability (whether in tort, contract or otherwise) to any person for errors of fact, omission, interpretation or opinion that may be present, nor for the consequences of any decision based on this information.

Privacy:

The information suppliers provide will be held and used by the Board for the purposes described in, or contemplated by, this RFP. Such information will be disseminated on a "need to know" basis only to the Board advisors tasked with setting up the procurement.

A responding supplier has rights of access to, and correction of, personal information provided by the supplier, in accordance with the information privacy principles of the Privacy Act 1993.

Any personal information submitted to the Board in response to this RFP will only be retained as long as necessary by the Board in accordance with its obligations under the Privacy Act 1993.

Any non-personal information may be retained, returned or destroyed at the Board's sole discretion.

Proprietary Rights:

Every proprietary right of information provided in, or by, the Board during the course of this RFP belongs to the Board.

The Board not liable for costs:

The Board will not be liable (in contract or tort, including negligence) for any direct or indirect damage, loss or costs (including legal and lawyer/client costs) to any supplier or other person in respect of this RFP process.

No undisclosed benefits:

Suppliers must not directly or indirectly provide any form of inducement or reward to any representative of the Board in respect of this RFP.

No Publicity:

Suppliers must not, without the Board's prior consent in writing, make any public statements about:

- (a) this RFP or their participation in it; or
- (b) the suppliers or anyone else's success, or lack of success, with a response.

This does not apply to information on this RFP which is already in the public domain.

NZ\$ (currency):

All pricing presented within a response is to be in New Zealand dollars and exclude GST unless specified otherwise in each case.

New Zealand time:

New Zealand time and dates apply to this RFP.

New Zealand law:

New Zealand law governs and New Zealand courts have exclusive jurisdiction.