

## Te Oneroa-a-Tōhē Board

### Request for Proposal Māori Focus Treaty Settlement Implementation: Beach Management Plan



**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. Assist the Te Oneroa-a-Tōhē Board to develop a Beach Management Plan for Te Oneroa-a-Tōhē management area in accordance with the settlement legislation; and
2. Associated project management and technical advice / support for consultation and data collection.

## **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 measure<sup>1</sup>). The Board is a permanent committee of both Far North District and Northland Regional councils and cannot be discharged without full agreement from all appointers. The Board membership consists of:

- a) One member appointed by Te Aupouri
- b) One member appointed by Ngati Kuri
- c) One member appointed by NgaiTakoto
- d) One member appointed by Te Rarawa
- e) Two members appointed by Far North District Council (1 being the Mayor)
- f) 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.

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

- Prepare and approve a beach management plan that identifies the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē management area, and
- Provide direction to persons authorised to make decisions in relation to Te Oneroa-a-Tōhē area, and
- Express the Boards aspirations for the care and management of Te Oneroa-a-Tōhē management area, in particular, in relation to the following priority areas;
  1. 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
  2. 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
  3. Recognising and providing for the spiritual, cultural, and historical relationship of Te Hiku o Te Ika iwi with Te Oneroa-a-Tōhē management area.

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<sup>1</sup> Refer respective legislation for specific information on membership should Ngati Kahu participate

## Requirements

A full draft project plan must be submitted with this application.

The Board requires that suppliers demonstrate:

- an appreciation and understanding of iwi Maori aspirations, tino rangatiratanga, and kawa relevant to Te Hiku o Te Ika,
- comprehensive knowledge of Te Hiku o Te Ika iwi,
- demonstrated ability to converse in Te Reo Māori,
- understanding of Treaty settlement processes and legislative requirements,
- good understanding of Treaty of Waitangi and associated principles and its/their application in contemporary Aotearoa,
- proven ability to build relationships with Māori,
- an excellent understanding of local and central government legislation and processes,
- strong project and relationship management skills,
- knowledge and experience in providing analytical and consultation services
- experience in preparation of statutory and non-statutory management plans (or similar)

The successful supplier will work closely with the Board and technical advisory staff from the relevant iwi and district and regional councils to develop the following deliverables:

- Issues and options paper / discussion document (including vision for the management area))
- Evaluation of costs and benefits of management options
- Proposed Beach Management Plan
- Consideration of and decisions on submissions
- Final Beach Management Plan

Coinciding with this, the successful supplier will also work with the subcommittee of the Board (being the iwi appointees) who are responsible for developing and approving the part of the beach management plan that relates to Beach sites A, B, C and D, being:

- A:** being Mai i Waikanae ki Waikoropūpūnoa,
- B:** being Mai i Hukatere ki Waimahuru,
- C:** being Mai i Ngāpae ki Waimoho, and
- D:** being Mai i Waimimiha ki Ngāpae.<sup>2</sup>

Sites A, B, C and D are vested in fee simple to be administered as reserves by a new management body appointed by Te Hiku Iwi<sup>3</sup>. However it is the responsibility of the (iwi) appointed members of the Te Oneroa-a-Tōhē Board (as a subcommittee of the Board)<sup>4</sup> to prepare and approve the reserve management plans (prepared under the Reserves Management Act 1997) which in turn form part of the Beach Management Plan prepared by the Te Oneroa-a-Tōhē Board.

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](mailto:mailroom@nrc.govt.nz) **by 9.00am, Monday, 5 September 2016**. Late submissions may not be considered.

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<sup>2</sup> Refer sections 26 – 29 of the NgaiTakoto Claims Settlement Act 2015

<sup>3</sup> Section 52 NgaiTakoto Claims Settlement Act 2015

<sup>4</sup> Section 70 (2) NgaTakoto Claims Settlement Act 2015

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 PURCHASE

<b>SCOPE</b>	
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 BMP.</p>
Service Provision include:	<p>The Board envisages a process that follows the indicative steps outlined below:</p> <ol style="list-style-type: none"> <li>1. Develop an issues and options document as a means for consultation (aligning with iwi objectives)</li> <li>2. Develop a draft BMP for approval by the Board (including supporting cost / benefit evaluation)</li> <li>3. Public notification of the Proposed BMP and submissions / hearings processes</li> <li>4. Consideration of submissions and revision of the BMP</li> <li>5. Decisions and final BMP</li> </ol> <p>Services include a project management and technical advisory role on the above. The ability to provide technical input and draft BMP provisions / content will also be required.</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>
<b>PRICE</b>	
	The Board is seeking a quality, value-for-money proposal with a fixed fee. Funding available for this project is up to \$70,000
<b>TIMETABLE/TIMEFRAME</b>	
Service is required for:	September 2016 to March 2018.
Service must be provided in accordance with the following timetable:	The timetable for delivery of professional services is set out in the following table. The Board reserves the right to vary the timing of the deliverables, including on the request of respondents. An indicative timeline is set out below but we are open to alternative approaches that meet the settlement legislation.

Milestone	Deliverable	Due date
<b>Identify and consult on issues and options for the Beach management Area</b>	1. Work with the Board and technical advisors to develop an issues and options paper for consultation purposes (seeking alignment with iwi objectives – as provided by iwi)	November 2016
	2. Undertake public / stakeholder consultation processes	December 2016
	3. Feedback and results reported to the Board	February 2017
<b>Develop draft BMP (for approval by the board)</b>	1. Work with the Board and technical advisors to develop a Proposed BMP for approval by the Board	March - October 2017
	2. Associated cost / benefit evaluation of the management options identified by the Board	October 2017
<b>Proposed BMP</b>	1. Consultation / communications plan	November 2017 to January 2018
	2. Project manage public notification, submissions and hearings process	February 2018
<b>Final BMP</b>	3. Deliberations process & decisions report	
	1. Revision of proposed BMP	March 2018
	2. Public notice & communications	

## SUBMISSION

Please submit your proposal in this format:

Responses must be submitted via email before **9.00am, Monday, 5 September 2016** to Northland Regional Council [mailroom@nrc.govt.nz](mailto:mailroom@nrc.govt.nz) with the title "Tender 16/06 Māori Focus Treaty Settlement Implementation\_Te Oneroa-a-Tōhē Beach Management Plan" 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 Northland Regional Council prior to the closing date and time. Where relevant, mark your responses "Commercial in Confidence".

## CLARRIFICATION AND ADDITIONAL INFORMATION

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, Monday, 5 September 2016**. Any requests received after this time and date may or may not be responded to, at our sole discretion.

Any clarification or further information provided will, in general, be provided to all other prospective tenderers.

You must not contact our staff or management in relation to this RFP, other than in accordance with this section. Unauthorised communication by you with us in relation to this RFP may, at our sole discretion, lead to your disqualification from this RFP process.

The person named below is the Board's contact for all enquiries relating to this RFP.

Contact:	Jonathan Gibbard
Telephone:	09 470 1200
Email:	<a href="mailto:mailroom@nrc.govt.nz">mailroom@nrc.govt.nz</a>
Subject:	Tender 16/06 Māori Focus Treaty Settlement Implementation_Te Oneroa-a-Tōhē Beach Management Plan
Postal address:	Mailroom, Northland Regional Council, Private Bag 9021, Whangārei 0148

Physical address:	Northland Regional Council Mailroom 36 Water Street, Whangārei
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## SECTION 2: RESPONSE TEMPLATE AND PROJECT PLAN

### 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.	
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### SCOPE

Service Provision includes:	
Service Provision excludes:	

### METHODOLOGY & PROJECT PLAN

Please detail your methodology and draft project plan here.	
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### RESOURCES

Detail the resources, capability, and capacity relevant to this RFP including relevant relationships, facilities and networks to assist in the delivery of this contract.	
Please outline any collaboration, partnering or subcontracting arrangements that you would use.	

### SKILLS AND EXPERIENCE

Please outline skills and experience of the proposed personnel undertaking this	
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<p>work including their overall experience, experience on similar projects relevant to providing the required services.</p> <p>Please provide a short CV (including 2 referees) of all personnel involved, including those of any third party that will be sub-contracted.</p>	
<b>PRICING</b>	
<p>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.</p>	
<b>RELATIONSHIP MANAGEMENT</b>	
<p>How would you propose to manage the relationship with the Board and with other third parties as required?</p>	
<p>What progress reporting would you propose to provide to the Board. If relevant, you can attach examples or templates.</p>	
<p>Detail your proposed project plans, including key activities, risks, responsibilities and timelines for the delivery of the contract.</p>	
<b>TERMS AND CONDITIONS</b>	
<p>Declaration</p>	<p>Having read and understood the RFP, the Supplier named above agrees to the terms and conditions set out in the RFP.</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>



## SECTION 3: EVALUATION CRITERIA & TERMS AND CONDITIONS OF THE RFP

### EVALUATION OF RESPONSES

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