

From: [Vivienne Harvey](#) on behalf of [Sandy Graham](#)
To: [REDACTED]
Subject: LGOIMA - Information on Climate 2030 Rapid Review
Date: Monday, 31 August 2020 05:01:52 p.m.
Attachments: [8905 - Climate 2030 Rapid Review RFP.pdf](#)
[8905_Tenders Board_Climate 2030 Rapid Review Contract.pdf](#)
[image001.png](#)

Dear [REDACTED]

Please find below the response to your LGOIMA request for information on the Climate 2030 Rapid Review.

Was there a resolution of Council to carry out the rapid review?

No.

The rapid review project was proposed as part of Dunedin City Council's Climate Change Work Programme.

Is there a budget for this review?

The rapid review project is funded from the Climate Change Work Programme budget. In May 2019, as part of the 2019/20 Annual Plan, Council allocated \$1.1 million over two years to establish the Climate Change Work Programme.

[Note only: the total rapid review project cost/contract amount is \$251,742 (fixed fee)].

Can you provide me with the terms of reference and detail of the process by which the contractor was chosen.

The award of the contract followed the DCC's procurement and contracts management policy.

- The procurement plan (including budget) was approved 29 November 2019
- An open-market RFP was published on GETS on 11 December 2019
- The Request for Proposal (RFP) closed for responses on 30 January 2020 (copy attached)
- 11 responses were received.
- From the initial evaluation DCC shortlisted 2 respondents for interactive meetings.
- Subsequent moderation evaluation selected Coffey as preferred respondent.
- Recommendation report was considered by the tenders board on 28 February.
- The recommended provider then underwent further scrutiny and review by the tenders board and DCC's sustainability advisor.
- Recommendation report was signed-off by the tenders board 21 April 2020 (copy attached).

I trust this answers your questions.

Regards

Sandy Graham

Acting Chief Executive

Dunedin City Council

Request for Proposal



Climate 2030 Rapid Review 8905

Tender released: 11 December 2019
Deadline for Questions: 4pm: 14 January 2020
Deadline for Tenders: 4pm: 30 January 2020

Dunedin City Council
50 The Octagon
Dunedin, 9016

Contents

This opportunity in a nutshell	2
Section 1: Key Information	4
Section 2: Our Requirements	6
Section 3: Our Evaluation Approach.....	9
Section 4: Pricing Information.....	12
Section 5: Our Proposed Contract	13
Section 6: RFP Process, Terms and Conditions	14

THIS OPPORTUNITY IN A NUTSHELL

This is an opportunity to deliver a climate change 'rapid review' of the DCC's activities, plans and budgets, which will help determine DCC's contribution to reducing emissions and building climate resilience.

The rapid review will inform Dunedin's goal to become a net zero carbon city by 2030.

What we need

We are looking to procure the services of an appropriate supplier to work with teams across the Dunedin City Council (DCC) to carry out a 'rapid review' of the state of play and what could be put in place with regard to meeting the Climate Emergency declared in Dunedin and our goal of being Carbon Zero by 2030..

What we don't want

The delivery of carbon assessment tools, external citywide consultation activities and staff direct action measures are not within the scope of the rapid review.

What's important to us

We are seeking a supplier that has a demonstrated capacity to deliver climate change-related work in New Zealand or internationally.

Why you should bid

This is the first of a kind opportunity to contribute to delivering New Zealand's first net zero carbon city by 2030.

A bit about us

The DCC is the local authority for the wider Dunedin area, which covers 3340 square kilometres from north of Waikouaiti to the Taieri River in the South and inland to Hyde.

We serve a varied community of c130,000 people. We have a core focus on meeting the current and future needs of our community for good-quality local infrastructure, public services, and performing regulatory functions in a way that is most cost-effective and beneficial for our residents and businesses.

We provide core roading, water and waste infrastructure services to the city as well as providing a range of facilities, including playgrounds, reserves, pools, libraries, art galleries and museums. In addition to these facilities, the DCC owns a number of investment and social housing properties.

The Corporate Policy team provides strategic input and support to the organisation, driving key work programmes, including the development of the 10 Year Plan and climate change mitigation and adaptation.

SECTION 1: KEY INFORMATION

Context

- a) This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Climate 2030 Rapid Review contract opportunity.
- b) This RFP 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 Proposal in response to the RFP. 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 Proposal*'. Definitions are at the end of [Section 6](#).

Our timeline

- a) Here is our timeline for this RFP.

Steps in RFP process:

Date:

Deadline for Questions from suppliers:

14 Jan 2020

Deadline for the Buyer to answer suppliers' questions:

21 Jan 2020

Deadline for Proposals:

4pm 30 Jan 2020

Unsuccessful Respondents notified of award of Contract:

10 Feb 2020

Respondents' debriefs:

week starting 12 Feb 2020

Anticipated Contract start date:

17 Feb 2020

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

How to contact us

- a) All enquiries must be directed through GETS. We will manage all external communications through GETS.
- b) **Our Point of Contact**
Name: Dave Wish
Title/role: Procurement Advisor

Developing and submitting your Proposal

- a) This is an open, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b) Take time to read and understand the RFP. In particular:
 - i develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii in structuring your Proposal 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](http://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, via GETS.

- e) In submitting your Proposal, you must use the Response Form provided on GETS. This is a Microsoft Word document that you can download.
- f) You must also complete and sign the [declaration](#) at the end of the Response Form.
- g) You must provide your pricing response in a separate and clearly identified soft-copy folder/file. Your pricing response must show a breakdown as requested in section 4 – Pricing.
- h) Check you have provided all information requested, and in the format and order asked for.
- i) Having done the work don't be late – please submit your Proposal through GETS before the [Deadline](#) for Proposals!

Address for submitting your Proposal

- a) Proposals must be submitted via GETS.
- b) Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.

Our RFP Process, Terms and Conditions

- a) **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for three (3) calendar months from the Deadline for Proposals.
- b) The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#). For DCC purposes, we have made the following variation/s to the RFP-Terms:
 - 6.13 Buyer's Point of Contact – paragraph (e)
 - 6.16 Anti-collusion and bid rigging – paragraph (a, b, c)
 - 6.20 Joint Ventures or Consortia ("Joint Proposal") (a)
 - 6.21 Respondents to inform themselves (a)
 - 6.23 No binding legal relations (d, e)
 - 6.25 Attempts to influence RFP outcome (a)
 - 6.26 Buyer's additional rights (b: v, vii, xi, xii, xiv, xv)
 - 6.28 Disclaimer (b).

Later changes to the RFP or RFP process

- a) If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on GETS <https://www.gets.govt.nz>
- b) If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.

SECTION 2: OUR REQUIREMENTS

2.1 Background and purpose

The DCC declared a Climate Emergency for Dunedin in June, acknowledging all levels of central government need to act and that a business as usual transition to a low carbon economy is inadequate. This decision to declare has committed the DCC to develop a Climate Emergency Plan that sets a city target of net zero carbon by 2030, with interim milestones; quantifies the actions available to Council, community and central government to ensure these targets are met.

As an existing signatory to the International Covenant of Mayors, Dunedin had initially committed to achieving the goal of net zero carbon by 2050.

As part of the DCC 2019/20 Annual Plan in May 2019, Council allocated \$1.1 million over two years to establishing a Climate Resilience Work Programme (CRWP).

DCC has already procured a carbon footprint assessment of the city, produced by AECOM in 2016, and has been a member of the Carbon Emissions Management and Reduction Scheme (CEMARS) since 2015.

Other work undertaken by AECOM for the DCC includes the early development of a Climate Action Plan, and a high-level carbon assessment of the current 10-year plan – the first of its kind in New Zealand.

It is expected that the next 10-year plan will need to outline practical and substantial steps toward achieving the goal of becoming a net zero city by 2030.

The rapid review is the first step in identifying how this will be achieved.

2.2 What we are buying and why

We are looking to procure the services of an appropriate supplier to work with teams across the DCC to carry out a 'rapid review' of the state of play and what could be put in place with regard to meeting the Climate Emergency declared in Dunedin.

We see this comprising three parts:

- **Identify, and where possible quantify the impact of, existing carbon reduction** (e.g. mode shift initiatives and their expected impact) **and climate resilience activity in play or planned** (e.g. future proofing of DCC infrastructure to increased flood risk) **and determine the status of these activities;**
- **identify any activities that will add emissions or create new climate risk** e.g. new adaptation challenges
- **identify potential future activity** to reduce emissions, reduce climate risk and increase adaptation capacity.

Teams range in size, from large teams such as Transport and 3 Waters to smaller teams like Governance Support.

The final report must meet our specific needs and inform future planning, particularly the 10 Year Plan 2021-31 process, to undertake the necessary work to build climate resilience.

The scope of this procurement includes working closely with DCC internal teams to identify:

- Existing carbon reduction (e.g. impacts of mode shift, energy saving measures) and climate resilience measures (e.g. flood-resistant measures at key Council facilities, development and regeneration of city infrastructure) and determine the status of these measures;

- Council projects or activities that are detracting from decarbonisation and building climate resilience;
- Future activities or projects that will have a significant impact on both the carbon footprint and the climate resilience of the city;
- Potential project-based or activity-based carbon reduction (i.e. tree planting or sequestration activities on Council land) and climate resilience measures that can be incorporated into programs and projects;
- Options for how teams can define success (set and measure KPIs), monitor progress and performance, and make better climate-resilient and carbon reduction decisions.
- Any 'quick wins' (e.g. scheduled improvement works to Council owned buildings) that reduce emissions and/or build climate resilience;
- Capture ideas that have the potential to reduce DCC and citywide emissions and build climate resilience; and
- Identify and capture any legislative, regulatory or other barriers, specific to teams, that constrain actions to reduce carbon and build climate resilience, including perceived barriers.

2.3 What we require: Solution

The rapid review will inform DCC's activities around carbon reduction and climate resilience ahead of the next 10-year plan. We require an assessment that includes practical steps to incorporate into our long-term planning processes.

2.4 What we require: Scope

The specific requirements are highlighted at point 2.2 above.

The supplier will need to work closely with DCC's internal teams (approximately 18 internal groupings) to deliver the rapid review.

In order to provide comparable costings, the following scope assumptions should be made:

- It is expected the review will focus on approximately 18 groupings of internal DCC teams – final schedule and grouping of teams will be determined during contract negotiation
- Each grouping is expected to require approximately 10 working days to review and assess, allow for two staff (at project management and project administration level)
- Allow approximately 40 hours of management oversight throughout the contract period
- In addition to the above, please allow for up to 120 hours senior consultant time to focus on briefings/risk

The delivery of carbon assessment tools, external citywide consultation activities, and staff direction action measures are not within the scope of the rapid review.

2.5 What we require: Capacity and Capability

We are seeking suppliers that are able to demonstrate they have the capacity in terms of personnel, resources and methodology, including program to deliver the full range of the DCC's requirements under this contract.

2.6 Contract term

We anticipate that the Contract will commence in February 2020.

The anticipated Contract term and options to extend are:

Description	Years
Initial term of the Contract	8 Months
Options to extend the Contract	1 Month at the Principal's discretion.
Maximum term of the Contract	9 Months

2.7 Key outcomes

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

Description	Indicative date for delivery
Initial 'kick off' meeting with Corporate Policy	Mid-February 2020
Internal consultation plan (i.e. how supplier will work with teams) finalised	End of February 2020
Phase 1: Initial rapid review with key teams with large capital projects (i.e. Transport, 3 Waters, Property Services, Waste and Environmental Solutions, and Parks and Recreation)	April/May 2020
Phase 2: Rapid review completed with medium sized teams (i.e. Ara Toi, Customer and Regulatory Services, Business Information Services, Finance)	May/June 2020
Phase 3: Rapid review completed with remaining operation-focused teams (i.e. Legal, Risk, Community and Planning, Communications and Marketing, Human Resources, Enterprise Dunedin, Procurement)	July/August 2020
Preliminary report findings – discussion with Corporate Policy Team	June 2020
Presentation of findings to Senior Leadership Team	August 2020
Delivery of final report	August 2020

SECTION 3: OUR EVALUATION APPROACH

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria).

Price is a weighted criterion.

This means that all Proposals that are capable of full delivery on time will be shortlisted. The Proposal that scores the highest will likely be selected as the Successful Respondent.

A 'two envelope' system will be used for the evaluation.

This means that Respondents must provide all financial information relating to price, expenses and costs in a separate clearly identified soft copy folder.

The evaluation panel will firstly score each Proposal based on the weighted criteria listed below. Following completion of the scoring the financial information will be presented to the panel.

The panel will then assess which Proposals to shortlist based on best value-for-money over the whole-of-life of the Contract i.e. the scores and the total costs over the whole-of-life of the Contract.

3.2 Evaluation criteria

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

Criterion	Weighting
Experience and Track-Record including Key Staff	25%
Minimum Standard: To be considered further, tenderers must: <ul style="list-style-type: none"> ■ Provide evidence and client reference contacts to demonstrate they have completed at least three (3) <u>relevant</u> projects informing decision-making and resource allocation for a large organisation or public sector agency. ■ Have demonstrable experience in providing solutions, advice or methodologies to measure carbon reduction, climate resilient activities and deliver on comparable objectives. ■ Provide details and summarise the relevant experience of the key staff they propose to deliver this contract. Executive or summary CV's must be provided. Referees must affirm the experience described in the written response and indicate their satisfaction with the tenderer's performance in respect to the areas above. Note: In scoring this section, the evaluators will place high value on: <ul style="list-style-type: none"> ■ Evidence of experience in working across NZ/Australasian local Government authorities like the DCC. 	
Proposed Methodology/Approach	30%
Minimum Standard: To be considered further, tenderers must: <ul style="list-style-type: none"> ■ Provide details of their proposed methodology and approach, including the identification of key stakeholders, risks and mitigation approach. ■ Outline how they will ensure a good working relationship and communication structure with the DCC. ■ Provide evidence of producing high quality, easy to understand and fit for purpose information and reports. Note: In scoring this section, the evaluators will place high value on: <ul style="list-style-type: none"> ■ A methodology that clearly demonstrates experience in meeting government requirements and understanding of decision-making and reporting deadlines. ■ A comprehensive and effective communication and risk-mitigation strategy. 	



Programme for Delivery		15%
<p>Minimum Standard: To be considered further, tenderers must:</p> <ul style="list-style-type: none"> ■ Provide a detailed programme for the contract, highlighting key pressure points. ■ Demonstrable understanding of the key steps required for working across a large local authority to deliver on the required objectives. <p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ A programme that demonstrates a clear ability to deliver the contract within or ahead of the desired timeframes; particularly the assurance of delivering the preliminary report in June 2020. 		
Sustainability		10%
<p>Minimum Standard: To be considered further, tenderers must:</p> <ul style="list-style-type: none"> ■ Provide details of their carbon-reduction or offset strategy. ■ Define their environmental, waste reduction and/or energy management strategy. ■ Describe how they will benefit the local economy and/or employment through this contract. ■ Demonstrate how they will provide community and/or social benefit through this contract. <p>Note: In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> ■ Respondents that currently hold (or have pending) environmental certification and/or formal environmental management systems such as Toitū Envirocare (formerly Enviromark)/ISO 14001. Please provide relevant proof and supporting documentation. ■ Respondents that can demonstrate community benefits in terms of personal wellbeing, social cohesion, social capital and social inclusion, particularly within Dunedin or the wider Otago region. 		
Price		20%
Total weightings		100%

3.3 Scoring

The following scoring scale will be used in evaluating Proposals.

Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Score	Definition
90, 95 or 100	EXCEPTIONAL Significantly exceeds the criterion. Proposal identifies added value, with supporting evidence.
75, 80 or 85	MINOR BENEFITS Exceeds the criterion in some respects and requirements are fully covered in all respects; with supporting evidence.
60, 65 or 70	ACCEPTABLE Meets the criterion in full; requirements are adequately covered; with supporting evidence.
45, 50 or 55	MINOR RESERVATIONS – Adequate Adequately Satisfies the criterion with minor reservations, deficiencies or no supporting evidence.
30, 35 or 40	MAJOR RESERVATIONS – Barely Adequate Significant issues that need to be addressed or little or no supporting evidence.
15, 20 or 25	SERIOUS RESERVATIONS – Not Adequate Does not meet the criterion but suggests potential ability to improve/deliver. Does not comply and/or insufficient information provided to meet the criterion.
0, 5 or 10	UNACCEPTABLE – Total Non-Compliance Does not meet the criterion. Does not comply and/or insufficient information provided to meet the criterion.

Note that this scoring scale will be supplemented by **fact-based definitions FOR EACH ATTRIBUTE** which correspond to the criteria described in Section 3.3 above.

3.4 Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity and price.

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify that the Respondent is capable of fully delivering all the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.5 Evaluation process and due diligence

In addition to the above, we may undertake any or all of the following process and due diligence in relation to shortlisted Respondents.

The findings will be considered in the evaluation process.

1. Reference check the Respondent organisation and named personnel
2. Interview Respondents
3. Request Respondents make a presentation

SECTION 4: PRICING INFORMATION

4.1 Pricing information to be provided by respondents

Respondents must provide all financial information relating to price, expenses and costs in a separate sealed clearly identified soft copy folder.

In submitting the Price, the Respondent must meet the following:

- a) Respondents are to provide a fixed-price for delivering the requested services.
- b) The pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price exclusive of GST.
- 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 Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- e) Respondents are to document in their Proposal all assumptions, tags, clarifications and qualifications made about the delivery of the Requirements that will impact on whole-of-life costs of the products or services, within 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 any impacts on the cost should be 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 Proposal the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

SECTION 5: OUR PROPOSED CONTRACT

5.1 Proposed Contract

The Proposed Contract that we intend to use for the purchase and delivery of the Requirements is the GMC Contract for Services 2nd Edition.

In submitting your Proposal, you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract or wish to negotiate new terms and/or conditions.

The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

SECTION 6: RFP 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 RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms are be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFP.
- Words and phrases that have a special meaning, are shown using capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.*' [Definitions](#) are at the end of this section.
- If you have any questions about the RFP-Terms please contact our [Point of Contact through GETS](#).

Standard RFP process

Preparing and submitting a proposal

6.1 Preparing a Proposal

- Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- By submitting a Proposal, the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section1, paragraph 1.6, if applicable).
- Each Respondent will:
 - examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - document in its Proposal 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
 - ensure that pricing information is quoted in NZ\$ exclusive of GST
 - if appropriate, obtain independent advice before submitting a Proposal
 - satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- There is no expectation or obligation for Respondents to submit Proposals in response to the RFP 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 Proposal.

6.2 Offer Validity Period

Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.

6.3 Respondents' Deadline for Questions

- Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- All requests for clarification must be made to the Buyer's Point of Contact, via GETS. 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 Proposal

- a) Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b) The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - c) true, accurate and complete, and not misleading in any material respect
 - d) does not contain Intellectual Property that will breach a third party's rights.
- e) Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- f) Where the Buyer stipulates a two envelope RFP process the following applies:
 - i each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii financial information and pricing must be contained in a separate soft copy file 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 Proposal is opened.

Assessing Proposals

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 Proposal, or any aspect of any Proposal.

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

6.8 Evaluation and shortlisting

- a) The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b) In deciding which Respondent/s to shortlist the Buyer will consider the results of the evaluations of each Proposal and the following additional information:
 - i each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
 - ii except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
 - iii In deciding which Respondent/s, to shortlist the Buyer may consider any of the following additional information:
 - iv the results from reference checks, site visits, product testing and any other due diligence
 - v 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)
 - vi any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - vii any other relevant information that the Buyer may have in its possession.
- c) 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 Proposal, 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 RFP process the Buyer will not 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 Proposal was or was not successful
 - ii explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii indicate the Proposal's relative strengths and weaknesses
 - iv explain, in general terms, the relative advantage/s of the successful Proposal
 - v seek to address any concerns or questions from the Respondent
 - vi seek feedback from the Respondent on the RFP and the RFP 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 RFP, or the RFP 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 RFP.
- 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 RFP process or future contract opportunities.

Standard RFP Conditions

6.13 Buyer's Point of Contact

- a) All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact and submitted through GETS. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b) Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. 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.
- 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 RFP.
- e) The Buyer's Point of Contact may be contacted with any questions in relation to this RFP. Unless the question is considered by the Buyer to be "commercial in confidence", responses will be issued to all respondents at the Buyer's discretion. The Buyer will not be bound by any statement, written or verbal, made by any person including the Buyer's Point of Contact unless that statement is subsequently expressly incorporated in the Contract.

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

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

6.16 Anti-collusion and bid rigging

- a) Respondents acknowledge that they have not and shall not engage in unfair, anti-competitive, deceptive, improper or unethical practices, in particular Respondents must not without the Buyer's prior written consent, consult, communicate or agree with any other Respondents in connection with any Proposal, and shall not make any attempt to influence any other Respondent to submit or not submit a Proposal or to alter the proposed content of that Respondent's Proposal. The Buyer reserves the right, at its discretion, to report suspected unfair, anti-competitive, deceptive, exploitative, improper or unethical practices by Respondents to an appropriate authority and to give that authority all relevant information including Proposals.
- b) 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 this RFP process.
- c) 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 Proposal.

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 RFP 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 RFP.
- 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 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 RFP information

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

6.19 Costs of participating in the RFP process

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

6.20 Joint Ventures or Consortia ("Joint Proposal")

- a) Proposals may be submitted by joint ventures or consortia ("Joint Proposal"). All parties to a Joint Proposal will be jointly and severally liable to discharge the duties, obligations and responsibilities under the awarded Contract. One of the participants to the Joint Proposal must be identified as the contact point for all communications with the Buyer relating to the Joint Proposal.

6.21 Respondents to inform themselves

- a) Each Respondent shall be deemed to have inspected the sites, examined all documents and any other information supplied by the Buyer in relation to the RFP, undertaken all reasonable and practicable investigations and measurements, familiarised itself with the requirements of all relevant authorities, and to have satisfied itself as far as is practicable for an experienced supplier before tendering as to the correctness and sufficiency of its Proposal for the Services and of the prices stated in its Proposal.

6.22 Ownership of documents

- a) The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b) All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c) Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

6.23 No binding legal relations

- a) Neither the RFP, nor the RFP 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 Proposal
 - ii the Offer Validity Period
 - iii the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v the standard RFP 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.
- d) If a Respondent is selected as 'preferred Respondent' then such selection does not constitute an acceptance by the Buyer of the Respondent's Proposal or imply or create any obligation on the Buyer to award the Contract to that Respondent.
- e) The Buyer may, at any time without being liable to the preferred Respondent, cease discussions with any preferred Respondent and not award the Contract to that party.

6.24 Elimination

- a) The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii the Proposal 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 the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.25 Attempts to influence RFP outcome

- a) Any attempt made by a Respondent to influence the outcome of the RFP process by canvassing, lobbying or otherwise seeking support of DCC officers or advisors, evaluation team members, Probity Auditor or elected representatives of DCC shall be deemed valid grounds for the exclusion of that Proposal from the evaluation process.

6.26 Buyer's additional rights

- a) Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii make any material change to the RFP (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.
 - iii Despite any other provision in the RFP the Buyer may:
 - iv accept a late Proposal if it is the Buyer's fault that it is received late
 - v in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal 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 Proposal
 - vi in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - vii accept or reject any Proposal, or part of a Proposal
 - viii accept or reject any non-compliant, non-conforming or alternative Proposal
 - ix accept any Proposal, notwithstanding that any other Proposal may propose a lower cost method of achieving the Buyer's obligations
 - x decide not to enter into a Contract with any Respondent
 - xi liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - xii provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. 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
 - xiii amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - xiv enter into discussions and/or negotiations with any one or more Respondent(s) relating to the matters dealt with in the RFP

- xv re-advertise for additional Proposals
- xvi waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- xvii take any combination of the above actions; and/or
- xviii suspend or cancel all or part of this RFP process at any time.
- xix The Buyer may request that a Respondent/s agrees to the Buyer:
- xx selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.27 New Zealand law

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

6.28 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 RFP process.
- b) Any information whatsoever provided by or on behalf of the Buyer to Respondents in relation to this RFP has been provided to assist Respondents in preparing Proposals and understanding the scope and nature of Services to be supplied under the Contract. Whilst the Buyer seeks to ensure that such information is accurate, the Buyer makes no warranty, whether expressed or implied, as to the completeness, correctness or accuracy of such information. The Respondent is to make its own enquires as it considers necessary before relying on any information provided by the Buyer and before submitting its Proposal.
- c) Nothing contained or implied in the RFP, or RFP 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.
- d) To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.29 Precedence

- a) Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i Section 1, paragraph 1.6
 - ii Section 6 (RFP-Terms)
 - iii all other Sections of this RFP 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 the RFP 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 RFP. An Advance Notice alerts the market to a potential contract opportunity. Where used, an Advance Notice forms part of the RFP.
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 Dunedin City Council which has issued the RFP 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.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP 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 RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: a) actual: where the conflict currently exists b) potential: where the conflict is about to happen or could happen, or c) perceived: where other people may reasonably think that a person is compromised.
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 Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
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 Proposal (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 channel to be used for all communications during the RFP 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 Proposal.
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 Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP 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 Proposal in response to the RFP. 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 Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.
GETS	Government Electronic Tenders Service page available at https://www.gets.govt.nz

Date: 27 February 2020

Title: 8905 – Climate 2030 – Rapid Review Contract.

EXECUTIVE SUMMARY

The purpose of this report is to recommend the award of the Climate 2030 Rapid Review contract 8905 to Coffey Services (NZ) Limited, following completion of the open market RFP process, approved by the tenders board in November 2019.

Contract 8905 is a new contract which will expire at 31 August 2020; contract commencement date will be 9 March 2020.

This recommendation report details the procurement process undertaken, seeks approval to award the contract and notes key information.

RECOMMENDATIONS

That the Tenders Board:

- a) **Approves** the awarding of contract 8905 for Climate 2030 Rapid Review to Coffey Services (NZ) Limited at a lump sum price of \$251,742.00.
- b) **Approves** a project contingency of \$10,258.00 to cover any unforeseen project costs or additional expenses.
- c) **Notes** that contract 8905 will occur in the 2019/20 and 2020/21 financial year(s) with an expected completion date of 31 August 2020.
- d) **Authorises** Sandy Graham, General Manager City Services to sign the contract with Coffey Services (NZ) Limited upon the terms and conditions approved by the Tenders Board and as otherwise set out in this report.

INTRODUCTION

Background

- 1 As part of the DCC 2019/20 Annual Plan, Council allocated \$1.1 million over two years to establishing a Climate Resilience Work Programme (CRWP). A majority of this funding is for the South Dunedin Futures project.
- 2 In June 2019, following CWRP approval, Council declared a climate emergency for Dunedin resolving to become a net zero carbon city by 2030. As an existing signatory to the International Covenant of Mayors, Dunedin had initially committed to achieving this goal by 2050.
- 3 The DCC has already procured a carbon footprint assessment of the city, produced by AECOM in 2016, and has been a member of the Carbon Emissions Management and Reduction Scheme (CEMARS) since 2015. Other work undertaken by AECOM for the DCC includes the early development of a Climate Action Plan and a high-level carbon assessment of the current 10-year plan – the first of its kind in New Zealand.
- 4 It is expected that the next 10-year plan will need to outline practical and substantial steps toward achieving the goal of becoming a net carbon zero city by 2030.

Purpose

- 5 The Climate 2030 Rapid Review is the first-step in identifying changes and/or offset strategies (making recommendations and defining a potential roadmap) to be included in the 10-year plan to define how the DCC and Dunedin as a city will take the steps necessary to achieve net carbon zero status by 2030.
- 6 We are procuring the services of a supplier and specialist partners with the experience and expertise to work with teams across the DCC to identify existing carbon reduction and climate resilience measures.
- 7 The provider will determine the status of these activities, identify future projects that achieve effective decarbonisation, building climate resilience and examine activities that detract from the objective. They will work with teams across the DCC including Transport, 3 Waters, Property Services as well as inform Executive and Senior Leadership Teams.
- 8 This contract will produce a final report and potential roadmap that is easily readable, meets our specific needs and informs future planning to reduce emissions and building climate resilience.

Scope

- 9 The scope of this procurement includes working with DCC internal teams to identify:
- Existing carbon reduction (e.g. impacts of mode shift, energy saving measures) and climate resilience measures (e.g. flood-resistant measures at key Council facilities, development and regeneration of Council infrastructure) and determine the status of these measures.
 - Council projects or activities that are detracting from decarbonisation and building climate resilience.
 - Future activities or projects that will have a significant impact on both the carbon footprint and the climate resilience of the city.
 - Potential project-based or activity-based carbon reduction and climate resilience measures that can be incorporated into programs and projects.
 - Options for how teams can define success (set and measure KPIs), monitor progress and performance, and make better climate-resilient and carbon reduction decisions.
 - Any 'quick wins' (e.g. scheduled improvement works to Council owned buildings) that reduce emissions and/or build climate resilience.
 - Capture ideas that have the potential to reduce the DCC's and citywide emissions and build climate resilience.
 - Identify and capture any legislative, regulatory or other barriers, specific to teams, that constrain actions to reduce carbon and build climate resilience, including perceived barriers.
- 10 This procurement does not include:
- The delivery of carbon assessment tools.
 - External citywide consultation activities.
 - Staff direct action measures.

Benefits

- 11 This procurement will result in the following benefits for the Council:
- The outcome of this contract will provide the DCC with an initial road-map for carbon reduction and climate resilience that will benefit the entire city and deliver measurable outcomes for the CRWP.
 - It will allow the DCC to plan and commit to meaningful steps to achieve our net carbon zero 2030 goal.
 - All potential suppliers in the market have been provided with a fair and reasonable opportunity to participate.
 - Whilst there were potential providers amongst the LTES panel, it was to undertake an open-market process for such a critical engagement to ensure the best outcomes for the DCC, Dunedin and our residents.
 - The confirmed provider has the track-record and experience to deliver the contract outcomes in full, on time and to budget.
 - The procurement process supports a competitive market environment.
 - Ratepayers money delivers the optimum value for money.

Contract details

- 12 The following table identifies details about the proposed contract.

Contract Attribute	Answer
Contract Number	8905
Contract Manager	Sean Jacobs
Contract Type	Professional Services – GMC Contract for Services 3 rd Edition
Contract Start date	9 March 2020
Contract End date	31 August 2020
Standard contract terms amended?	Yes Supplier liability to be capped at required insurance level as defined through risk analysis and contract insurance guide. DCC Legal will confirm the wording of amendment.
Insurance Details	\$1million professional Indemnity and \$1million Public Liability
Defects liability period	N/A
Defects liability expiry date	N/A

EVALUATION OF SUBMISSIONS

Evaluation Process

- 13 The DCC Procurement team were involved in the procurement process from the planning stage. Dave Wish, Procurement Advisor acted as procurement facilitator and ran the procurement process. Serge Kolman, Procurement Manager acted as Probity Auditor to ensure equity and probity of process in accordance with Appendix 4 of the procurement and contracts management policy.
- 14 The evaluation team was made up of DCC staff and was modified from the team proposed in the procurement plan, which was approved with a TBC status, as Serge Kolman was originally included as part of the evaluation team. Maria Ioannou was a member of the evaluation team in the approved plan; As Maria is on extended sick leave, Sean Jacobs fulfilled her role as Acting Policy Manager and Sean's role was filled by Jessie Wu, Policy Analyst. The evaluation team was completed with the addition of Anna Nilsen, Property Planning and Support Manager.

- 15 The evaluation criteria and weightings for the Request for Proposal (RFP) are identified in the table below:

Criteria type	Weighting (%)
Experience and Track-Record including Key Staff	25%
Proposed Methodology and Approach	30%
Programme for Delivery	15%
Sustainability	10%
Price	20%

Evaluation Team, Procurement Facilitator, Probity Auditor and Conflict of Interest

Procurement Facilitator
Dave Wish – Procurement Advisor
Evaluation Team
Sean Jacobs – Acting Policy Manager
Jessie Wu – Policy Analyst
Anna Nilsen – Property Planning and Support Manager
Probity Auditor
Serge Kolman – Procurement Manager
Conflict of Interest
The conflict of interest forms were completed. No conflicts were added

RFP Submissions Received

- 16 11 RFP Responses were received.
- 17 Of the 11 responses received, 4 responses (36%) were from existing LTES Panel providers.
- 18 The Henley Hutchings response was considered to have submitted an abnormally low price. As their response was scored below acceptable (the lowest scoring submission) in the non-price criteria their price was adjusted for the purpose of shortlisting. It deemed clear that they had not fully appreciated the DCC's requirements or allowed sufficient resources to their proposal. For the purpose of shortlisted their submitted price was adjusted to the next lowest priced submission.
- 19 The BECA submission was scored the highest on the non-price criteria; they were initially ranked 1st overall due to the abnormally low-priced submission.
- 20 When the abnormally low price was adjusted the BECA response was ranked 3rd overall. Following consideration of the overall value for money of the BECA response, the evaluation team decided to shortlist only the top 2 submissions. The BECA price response was almost double the price responses of the shortlisted providers.

- 21 List of respondents in order of preference (with abnormally low-price adjustment).

Rank	Respondent	Amount as opened (excl. GST)	Final Price (excl. GST)*	Price score	Non-price score	Total score
1	AECOM	\$249,588	\$249,588	20.00	55.08	75.08
2	Coffey	\$251,742	\$251,742	19.83	54.42	74.25
3	BECA	\$483,200	\$483,200	10.33	61.58	71.91
4	Stantec	\$524,315	\$524,315	9.52	59.25	68.77
5	Deloitte	\$583,900	\$583,900	8.55	58.75	67.30
6	WSP	\$367,540	\$367,540	13.58	53.00	66.58
7	Henley Hutchings	\$146,800	\$249,588	20.00	46.25	66.25
8	Sapere Research	\$263,640	\$263,640	18.93	46.67	65.60
9	Policy Works	\$485,400	\$485,400	10.28	54.00	64.28
10	Bodeker Scientific	\$488,303	\$488,303	10.22	53.50	63.72
11	Wollemi Consulting	\$432,400	\$432,400	11.54	47.75	59.29

The Henley Hutchings submitted price (as opened) was deemed an abnormally low price – This affected the initial evaluation price scores – Their price was adjusted to the next-lowest priced submission to ensure accurate evaluation.

There was no formal estimate for the work, however the budget level approved in the procurement plan was \$272,000 (adjusted from an initial \$294,000).

- 22 The adjusted stage 1 evaluation scoring summary is as below:

[illegible]

- 23 The evaluation team shortlisted the top 2 providers; AECOM and Coffey from the stage 1
evaluation process. BECA were not considered further as their response was not considered to
represent overall value for money.
- 24 It is worth noting that the shortlist included 1 LTES Panel provider and 1 non-panel provider.
- 25 Interactive meetings were held with Coffey on Friday 21 February and with AECOM on
Monday 24 February.
- 26 Following the above supplier interactive meetings, the evaluation team requested additional
time to consider their enhanced understanding before reconvening to moderate evaluation
scores.
- 27 The evaluation team reconvened on Tuesday 25 February and moderated their scores as per
the following tables.



28 List of shortlisted respondents in order of preference:

Rank	Respondent	Amount as opened (excl. GST)	Final Price (excl. GST)*	Price score	Non-price score	Total score
1	Coffey	\$251,742	\$251,742	19.83	56.17	76.00
2	AECOM	\$249,588	\$249,588	20.00	53.25	73.25

29 The Stage 2 scoring summary is as below:

8905 - Climate 2030 - Rapid Review - Stage 2						
		Consensus Score		Weighted Score	Consensus Score	Weighted Score
Non-Price Attribute		Weighting	Aecom		Coffey	
Non-Price	Experience & Track-Record including Key Staff	25%	73.33	18.33	76.67	19.17
	Proposed Methodology & Approach	30%	60.00	18.00	71.67	21.50
	Programme for Delivery	15%	65.00	9.75	66.67	10.00
	Sustainability	10%	71.67	7.17	55.00	5.50
	Total			53.25		56.17
	Weighted Total			53.25		56.17
Price Attribute		Weighting	Price	Weighted Score	Price	Weighted Score
Price	Price	20%	\$249,588.00	20.17	\$251,742.00	19.83
	Weighted Price			20.17		19.83
Final Score				73.42		76.00

30 It should be noted that key differentiators for the evaluation team included:-

- The level of consulting time included in each submission – 191 consulting days by AECOM against 380 consulting days by Coffey.
- The level of 'climate specialist' inclusion by Coffey (at every group meeting) was also far greater.

31 It is worthy of note that the Coffey submitted fixed price of \$251,742 is discounted significantly (c20%) from their standard pricing based on the included consulting days/hours (Standard pricing would be \$370,800).

32 As this contract is essentially group facilitation and desk-based consulting services, it is considered low-risk with regard to DCC Health and Safety. Health and Safety was therefore not specifically considered as part of the evaluation process.

33 Contract award will be subject to Coffey Services (NZ) Limited and their partners obtaining and maintaining DCC low-risk approved contractor status for Health and Safety.

Negotiations Undertaken

- 34 Interactive meetings were held with both Coffey Services (NZ) Limited and AECOM New Zealand Ltd to fully establish their understanding of the DCC's requirements and to ensure the evaluation team fully understood the respondent's submissions, proposed methodology, personnel/resources delivering the contract and the level and scope included within their price submission.
- 35 The evaluation team considered in particular the level of consulting and specialist time included within their submission and concluded there was comparably a significant risk in additional project costs beyond the submitted price.
- 36 The Coffey Services (NZ) Limited pricing was already discounted by over 20% when compared to their standard consulting rates.

Submission Compliance

- 37 All submissions were deemed to be in order and comply with the specified standards and conditions. The Henley Hutchings price submission was deemed to be an abnormally low price as explained and managed above.

SUPPLIER INFORMATION

Company Profile and Work History

- 38 Coffey Services (New Zealand) Ltd (head consultant) have led and submitted a joint proposal with specialist partners to include; Abley, Calibre, Ekos, Powell Fenwick Consultants and PwC.
- 39 Coffey Services (New Zealand) Ltd were formed in 1959 and have been listed on the Australian stock exchange since 1990. Having grown domestically and internationally, in 2016 they became part of Tetra Tech and are now part of a much larger global network of experts. They deliver smart solutions for clients, providing innovation and insight.
Their specific strengths are Project Management, Engineering and Geotechnical Consulting Services.
- 40 For the Climate 2030 response; they have selected experts that will have the greatest impact on GHG emissions and climate change resilience, namely: Transport, 3 Waters and Waste, Building Services and Carbon Off-setting and another to assist in the area of performance measurement.
 - Coffey will be responsible for the delivery of the Rapid Review overall, lead the proposed Rapid Review team and provide the single point of contact for the DCC. Coffey's Project Manager Markus Benter-Lynch has delivered numerous climate change resilience and sustainability projects. He will be responsible for the successful delivery of the Rapid Review.
 - Abley (LTES Panel provider) will provide the transport capability for the Rapid Review: Abley have particular expertise in transport planning, including active modes of transport and public transport and have worked extensively with the DCC.
 - Calibre (LTES Panel provider) will lead the 3 Waters, Waste and Environmental services for the Rapid Review. Calibre have an impressive track record in this space and have worked extensively with the DCC.

- Powell Fenwick Consultants (PFC) will provide the building services expertise for the Rapid Review project: PFC have supported various local government projects with their expertise in building design and in particular sustainable design. E.g. Coffey and PFC have recently assisted Christchurch City Council assessing options to change its diesel fired boilers at the Christchurch Botanic Gardens to ground source heat pump-based energy.
- Ekos is NZ's leading specialist in carbon off-setting. Ekos has helped numerous private and public sector clients with carbon off-setting, from feasibility studies through to project implementation (tree planting) and monitoring. Ekos will provide all inputs related to carbon offsetting to this project.
- PwC will lead the performance measurement part of the scope ("defining and measuring success"). PwC bring not only their deep experience and knowledge of strategic performance management approaches, including the development and reporting of performance metrics; but also, their expertise in climate change mitigation. PwC are one of the 'big 4' global consulting companies and also are on the DCC procurement Probity panel.

Health and Safety

- 41 This is a low-risk contract for Health and safety and no critical risks associated with this contract have been identified.

COSTS

- 42 The contract can only be awarded if the expenditure has been approved through the LTP, Annual Plan or Business Case, and the Holder of the Delegated Financial Authority has approved the Procurement and this Tender Report.
- 43 The funding for this procurement is available from the 'climate change and sustainability' business unit budget. Ref 200155 - 503557.

Budget elements	2019/20	2020/21	Total
Total budget available per year:	\$146,000	\$126,000	\$272,000
Minus Actual committed costs to date – fixed sums:	0	0	0
Minus Other specific / identified costs (not yet committed):	0	0	0
Balance available for this Contract:	\$146,000	\$126,000	\$272,000
Proposed Contract amount:	\$146,000	\$105,742	\$251,742
Proposed Contingency:	0	\$10,258	\$10,258
Unallocated balance remaining:	0	\$10,000	\$10,000

The contingency amount is to cover any additional unforeseen project costs incurred, however this is not expected.

CONCLUSION

- 44 Coffey Services (New Zealand) Ltd submitted the response that was scored by the evaluation team to have the best combined price and non-price score.
- 45 Their proposal included twice the consulting hours/days of the other shortlisted provider reducing risk of additional project cost.
- 46 This report recommends and seeks approval to award the contract 8905 – Climate 2030 – Rapid Review to Coffey Services (New Zealand) Ltd

ATTACHMENTS

There are no attachments for this report

Signatories

Author: Dave Wish

Authorisers:

Serge Kolman – Procurement Manager

Signature

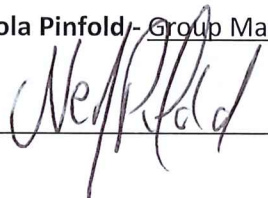


Date

2/3/2020

Name Nicola Pinfold – Group Manager – Community and Planning

Signature



Date

4/3/2020

Sandy Graham – General Manager – City Services

Signature

Date

Dave Tombs – General Manager Finance and Commercial

Signature

Date

Sue Bidrose – Chief Executive Officer

Signature

Date

as per
attached
e-mails

SK.



PROBITY CHECKLIST

Name of Procurement	Climate 2030 – Rapid Review
Contract Reference	8905
Procurement Facilitator	Dave Wish
Start Date	4 November 2019
End Date	25 February 2020
Name/Role Probity Auditor	Serge Kolman, Probity Auditor

Action	Record	Sighted / Confirmed
Approved Procurement Plan in place before RFx released	Procurement Plan	Yes
Conflict of Interest declarations completed / Management plan for any identified conflict and stored on file appropriately	Conflict of Interest Declarations / Management Plan for identified Conflicts	Yes
Compliance to Procurement Policy	Procurement methodology aligned to Procurement and Contract Management Policy	Yes
Sufficient Timeframes allowed for market to respond	Compliance with the Government Procurement Rules	Yes
GETS Q&A completed	All questions on GETS answered and made public (where appropriate)	Yes
Evaluation against agreed criteria	Evaluation was completed against the criteria communicated to the market	Yes
Overall approval of the procurement process	The process has been fair and transparent and in line with the RFx	Yes

I, Serge Kolman, in my capacity as Probity Auditor, confirm I have been part of this procurement process and I confirm I have sighted all relevant documentation. The process was undertaken aligned with what was offered to the market and the evaluation process, including the moderation session, represented a fair process to all involved parties.

Name:

Serge Kolman

Date:

25/2/2020

Signature:



Serge Kolman

From: Sue Bidrose
Sent: Wednesday, 22 April 2020 11:52 a.m.
To: Serge Kolman
Subject: Re: PLEASE APPROVE _ FW: Rapid Review

Approved

Dr Sue Bidrose
Chief Executive Officer
Dunedin City Council

On 22/04/2020, at 11:26 AM, Serge Kolman <Serge.Kolman@dcc.govt.nz> wrote:

Good morning Sue,

Please see below e-mail thread and attached recommendation report. At Sandy's request some additional clarification and input from Jinty was sought to ensure the recommendation was the right one.

Can you approve this as well please as the final member of the Tenders Board?

Happy to answer any queries you may have.

Serge Kolman

PROCUREMENT MANAGER

FINANCE AND COMMERCIAL

P 03 477 4000 | **DD** 03 479 9349 | **M** 021 564 135 | **E** serge.kolman@dcc.govt.nz

Dunedin City Council, 50 The Octagon, Dunedin

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

From: Dave Tombs <Dave.Tombs@dcc.govt.nz>
Sent: Wednesday, 22 April 2020 11:15 a.m.
To: Serge Kolman <Serge.Kolman@dcc.govt.nz>
Subject: RE: PLEASE APPROVE _ FW: Rapid Review

... approved subject to budget being available in 2020/21

From: Dave Tombs <Dave.Tombs@dcc.govt.nz>
Sent: Wednesday, 22 April 2020 11:01 am
To: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Subject: FW: PLEASE APPROVE _ FW: Rapid Review

Importance: High

Thanks Serge

Approved.

I do have a couple of incidental queries – let's discuss at 11am

Ta

D

From: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Sent: Wednesday, 22 April 2020 9:55 am

To: Dave Tombs <Dave.Tombs@dcc.govt.nz>

Subject: PLEASE APPROVE _ FW: Rapid Review

Importance: High

Morning Dave,

Please see below e-mail thread and attached recommendation report.

Can you please urgently provide your approval. This has taken some time to get to this point and policy will be keen to get this work started.

Thank you

Serge Kolman

PROCUREMENT MANAGER

FINANCE AND COMMERCIAL

P 03 477 4000 | **DD** 03 479 9349 | **M** 021 564 135 | **E** serge.kolman@dcc.govt.nz

Dunedin City Council, 50 The Octagon, Dunedin

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

From: Sandy Graham <Sandy.Graham@dcc.govt.nz>

Sent: Tuesday, 21 April 2020 3:55 p.m.

To: Simon Drew <Simon.Drew@dcc.govt.nz>; Kelly Taylor <Kelly.Taylor@dcc.govt.nz>

Cc: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Subject: RE: Rapid Review

Thanks Team

On the basis of the emails below, I'm happy to sign-off the recommendations and award to Coffey.

Sandy

From: Simon Drew <Simon.Drew@dcc.govt.nz>

Sent: Tuesday, 21 April 2020 3:30 p.m.

To: Sandy Graham <Sandy.Graham@dcc.govt.nz>; Kelly Taylor <Kelly.Taylor@dcc.govt.nz>

Cc: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Subject: FW: Rapid Review

Hi Sandy,

FYI below is a long email trail on the DCC Carbon Rapid Review. In summary, I would now be happy to accept the Tender Evaluations Teams original recommendation to award the Contract to Coffey.

The team would appreciate your signing of the recommendation report so the team can get this contract underway.

The longer story is Jinty reviewed the top 4 Tender proposals and identified some potential gaps in scope from the Coffey proposal. The team then sought further clarification. Coffey provided sufficient information to give Jinty and the TET confidence that the outputs of the Coffey work will be sufficient for Council needs.

If you have any further queries, please feel free to discuss with me, Jinty or Serge.

Regards

Simon

From: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>

Sent: Tuesday, 21 April 2020 2:40 p.m.

To: Serge Kolman <Serge.Kolman@dcc.govt.nz>; Simon Drew <Simon.Drew@dcc.govt.nz>

Cc: Sean Jacobs <Sean.Jacobs@dcc.govt.nz>

Subject: RE: Rapid Review

Hi Simon, and thanks Serge.

Serge, I think you have summarised the position well, and I don't have anything substantive to add, other than to confirm that I think Markus' team will be able to deliver the scope of the RFP, and he seems genuinely committed to making the result as robust as possible within scope.

I suspect if we had our time again we would have drafted the RFP slightly differently, with greater emphasis on the Council's target and various other details, but the team did the best that they could with very limited time and resource, under very pressured circumstances. Taking any other path at this time would preclude us from achieving any alignment of the 10 Year Plan with Zero Carbon 2030 ambitions.

Also, to thank Serge very much for his guidance in this process, and to thank Sean for all his work to get us to this point, including his support to present additional questions during this last phase with Coffey.

Ngā mihi,

Jinty

From: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Sent: Tuesday, 21 April 2020 2:18 p.m.

To: Simon Drew <Simon.Drew@dcc.govt.nz>

Cc: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>; Sean Jacobs <Sean.Jacobs@dcc.govt.nz>

Subject: RE: Rapid Review

Importance: High

Good afternoon Simon,

Based on below e-mail trail, we have sought additional information from Coffey and have had numerous conversations and further clarifications.

Based on Jinty's assessment below, I discussed the concerns and we agreed that the best way forward was to pose a number of additional questions to Coffey. The challenge was for us to **not** materially change the scope of the RFP compared to the additional information being sought. I saw this as my main role in ensuring we are fair to Coffey and all other suppliers who were involved in this process.

The additional information which was sought was sent to Coffey via e-mail. This e-mail exchange is attached for your information. We then had a follow up conversation (Zoom call) with Coffey, Jinty and Sean. This was an opportunity for Coffey to clarify, for Jinty and Sean to explain and prompt. After the clarification session, a confirmation e-mail was sent by Coffey answering the questions. This provided good insight and mostly answered all the questions asked by Jinty (and Sean). One question, regarding Risk assessment, remained outstanding and was not fully clear. Additional clarification was sought from Coffey to ensure we understand how this is going to be undertaken and how the process to assess will occur going forward.

Based on the clarification sessions, e-mail exchanges Jinty has acknowledged her level of comfort is higher now but also understands there will be clarifications required along the way. This would have been the case with most responses as we acknowledge that our scope could have been clearer and more defined.

My interpretations from all the e-mails, conversations etc both Jinty, Sean and the rest of the evaluation team do believe Coffey is able to do this work for DCC to the appropriate standard as required. **Jinty, If I have misrepresented your views in any way or if you have any other additions, please do reply to this e-mail.**

Can I ask you to discuss this with Sandy and confirm that Sandy is happy to sign the recommendation so we can get this contract underway. The policy team is no doubt keen to get this work going as soon as possible.

Serge Kolman

PROCUREMENT MANAGER

FINANCE AND COMMERCIAL

P 03 477 4000 | **DD** 03 479 9349 | **M** 021 564 135 | **E** serge.kolman@dcc.govt.nz

Dunedin City Council, 50 The Octagon, Dunedin

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

From: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>

Sent: Wednesday, 1 April 2020 5:52 p.m.

To: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Cc: Simon Drew <Simon.Drew@dcc.govt.nz>

Subject: RE: Rapid Review

Kia ora Serge,

I am more than happy to discuss on the phone, whenever suits you. My number is 0212319197.

I am just doing some background support work for the redeployment stuff, and progressing climate stuff as much as I can in the background, so have little in the way of scheduled meetings to work around save one from 11.30am-12 noon with Sue tomorrow.

Ngā mihi,

Jinty

From: Serge Kolman <Serge.Kolman@dcc.govt.nz>
Sent: Wednesday, 1 April 2020 5:07 p.m.
To: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>
Cc: Simon Drew <Simon.Drew@dcc.govt.nz>
Subject: FW: Rapid Review

Hi Jinty,

I hope you are keeping well!

Had a good conversation with Simon before regarding your e-mail below.

I understand you have a lot on the go at the moment but to keep this moving, it would be really good if you could assist us with drafting some questions which we can then get answered by Coffey to allay some of the concerns you clearly have. We will also seek clarification on how they intent to deliver this in the current environment which is likely to continue for some time.

Let me know please if this is something you can support and what assistance you require.

Kind Regards,

Serge Kolman
PROCUREMENT MANAGER
FINANCE AND COMMERCIAL

P 03 477 4000 | **DD** 03 479 9349 | **M** 021 564 135 | **E** serge.kolman@dcc.govt.nz
Dunedin City Council, 50 The Octagon, Dunedin
PO Box 5045, Dunedin 9054
New Zealand
www.dunedin.govt.nz

From: Simon Drew <Simon.Drew@dcc.govt.nz>
Sent: Tuesday, 31 March 2020 1:53 p.m.
To: Serge Kolman <Serge.Kolman@dcc.govt.nz>
Subject: FW: Rapid Review

FYI.

This confirms what Sandy and I were concerned about. We don't really know what we are getting. I'll call to discuss.

Regards
Simon

From: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>
Sent: Thursday, 19 March 2020 5:02 p.m.
To: Simon Drew <Simon.Drew@dcc.govt.nz>
Cc: Sandy Graham <Sandy.Graham@dcc.govt.nz>
Subject: Re: Rapid Review

Hi Simon,

As requested, here is my assessment.

Thanks for digging up those Q&As. On 3 January, a response was provided to a queries from Stantec as follows:

Q: "Does Council intend for the Rapid Review to cover Council direct operations, Council direct operations and Council owner enterprises, or the whole of the municipality?"

A: "The intent is to cover each Council department and their operations."

I assume this response was available to all applicants.

It may be that the response was intended to communicate that the DCC wishes to 'cover each Council department and their operations' in the sense of examining how these can be harnessed to achieve city-wide carbon neutrality/climate resilience. However, at least one of the applicants, understandably in my view, appears to have interpreted this to mean that the DCC is interested in an emphasis on achieving net zero carbon in the DCC's operations, and focused their methodology on that.

I say "appears", as it seems to me that applicants are generally unclear on this point and are endeavouring to make it possible to interpret their applications either way. This in turn makes it hard to assess how appropriate their proposed methodologies are for what the Review is intended to achieve.

I also note that I am limited in my assessment to the documents presented. It may be that methodology was explored in more depth during the interviews, and that the Panel was satisfied with their preferred supplier based on that part of the process.

With that caveat, I can offer the following:

Of the four tender documents I have reviewed, my reading is that:

- Stantec's proposed methodologies and deliverables, while comprehensive, do appear by my reading to be more focused on delivering emissions reductions for the Council as an organisation, rather than the city as a whole
- BECA and AECOM provide more room for a city-wide focus
- Coffey's approach appears to have been to employ the wording of the relevant parts of s2.2 of the DCC RFP document in lieu of interpretation, which also leaves room for the intention to be interpreted either way.

Comparative to the other methodologies reviewed, Coffey's is in my view light on detail:

- They do not set out the measures that they propose to use to measure/quantify emissions reduction, nor climate risk (in particular, whether or how they propose establishing a baseline or BAU scenario against which to assess the proposed approach).
- They do not set out in any detail the frameworks or tools that they might employ to assess options presented. In particular, their methodology does not appear to scrutinise interactions between identified zero carbon pathways and climate risk.
- They do not propose deliverables that place the outcomes of the Review in the context of the 2030 target.
- Their proposal does not appear to have the integrated, whole-of-Council approach to the organisation's operational and governance framework that some other responses propose address.
- Significant elements of their proposed methodology appear to be parroting the DCC's RFP document.
- There is no discussion of how the deliverables might be structured in a way to allow them to be easily embedded into the LTP.

The other three methodologies all have different strengths and weaknesses, but all offer in my view a more comprehensive and systematic approach, more closely aligned with international standards and frameworks, and/or frameworks developed and tested elsewhere in New Zealand with other councils or organisations. They are clearer in their deliverables and these deliverables appear to be based on a stronger understanding of the DCC's own processes and structures - having said that, I think all three of these other tenders appear to have the benefit of membership of the LTES panel.

In response to your questions specifically:

- Has all the elements of work and deliverables that DCC requested
 - I find this difficult to answer as, as set out in the opening paras, I myself am a bit unclear about the scope of what the RFP is seeking. However, the Coffey proposal does appear to have aligned its methodology very closely (i.e. reflected the exact wording) of many parts of s2.2 of the RFP. As such, I think it likely that it does deliver on this.
- Is not missing essential pieces of work or deliverables that DCC will ultimately need (and could be interpreted as required by the scope); I'm trying to understand if DCC will ultimately need to spend more on Coffey to get the outcomes we need to progress this important element of work.
 - Based on my assessment of the Coffey methodology as set out in the response document, I consider it likely that additional work would need to be completed to

deliver the organisation-wide shifts that are required to achieve the Council's Zero Carbon 2030 target. Weaknesses in the methodology as I see them are set out above. I am, however, not as familiar with the climate resilience side of the DCC's business.

- Has a credible methodology to deliver on DCC's needs
 - As discussed above, in my view the Coffey methodology is light on detail in the response document. I have some concerns about the lack of detail from a delivery perspective. However, this detail may have been explored by the Panel in the interview stage, so I am loathe to make a call on that.

My final comment on this is that speed is of the essence with this piece of work. Clearly Covid-19 may have implications for our ability to achieve what we need to, so this may all now be a pipe-dream! However, we are already significantly behind the schedule set out in the RFP, and I am starting to worry about our ability to keep up with 10 Year Plan timeframes.

Feel free to give me a call if this is unclear.

Ngā mihi,

Jinty

From: Simon Drew
Sent: 19 March 2020 13:55
To: Jinty MacTavish
Cc: Sandy Graham
Subject: RE: Rapid Review

Here?

From: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>
Sent: Thursday, 19 March 2020 1:54 p.m.
To: Simon Drew <Simon.Drew@dcc.govt.nz>
Cc: Sandy Graham <Sandy.Graham@dcc.govt.nz>
Subject: Re: Rapid Review

Nope, neither of those...

From: Simon Drew
Sent: 19 March 2020 13:48:53
To: Jinty MacTavish
Cc: Sandy Graham
Subject: RE: Rapid Review

Hopefully in here?

From: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>
Sent: Thursday, 19 March 2020 1:22 p.m.
To: Simon Drew <Simon.Drew@dcc.govt.nz>
Cc: Sandy Graham <Sandy.Graham@dcc.govt.nz>
Subject: Re: Rapid Review

Kia ora Simon,

As requested I have reviewed the documents top 4 tenderers for the Rapid Review project. I have also reviewed the RFP.

Before responding to your query, my review has raised an issue of scope. I'm not sure whether the answer is provided in the documents that you have access to in G-Drive, but I would be grateful if you could have a look.

It seems like the tenderers are split between:

- those who appear to have interpreted the scope of the RFP as the emissions/resilience of the DCC's own operations/infrastructure, and
- those who have interpreted the scope of the RFP to be on how the DCC's own operations/infrastructure/spend could reduce the city's emissions, and improve the city's climate resilience more generally.

My reading of the Council's resolutions on city-wide targets, and the conversations I have had with staff/Mayor/CEO, is that the latter is what is envisaged as being most useful. Certainly, that would be my own advice, if I were scoping the Review. Reading the RFP, sections 2.2 and 2.3 seem a little ambiguous on this point, but section 2.1 appears to clearly state that it is the city's emissions and resilience that is of interest.

However, I note in Stantec's response, the following comment on scope:

"As per the RFP clarification response sent on 3 January 2020, it is understood that this rapid review is to focus on the direct operations of each department. The analysis and workshops proposed in this proposal are therefore focused on DCC's direct operations.

As per the same clarification response, it is understood that DCC is interested in all emissions, however, wishes to focus primarily on scope 1 and 2 emissions..."

I don't have access to the clarification response that was sent on 3 January, but if the clarification indicated that the focus of the RFP was on DCC emissions and resilience only, then it clearly has some implications for any evaluation.

Do you have access to the clarifications that may have been sent, in G-Drive?

Ngā mihi,

Jinty

From: Simon Drew
Sent: 19 March 2020 10:55:58
To: Jinty MacTavish
Cc: Sandy Graham
Subject: RE: Rapid Review

Thanks Jinty,

As discussed, I would appreciate your comments on the methodology and deliverables proposed from the Top 4 Tenderers for DCC's Carbon Rapid Review work.

A concern is that the top 3 Tenderers based on non-price attribute score were 100% higher in price than those that were shortlisted. I would like to understand if the Coffey proposal:

- Has all the elements of work and deliverables that DCC requested
- Is not missing essential pieces of work or deliverables that DCC will ultimately need (and could be interpreted as required by the scope); I'm trying to understand if DCC

will ultimately need to spend more on Coffey to get the outcomes we need to progress this important element of work.

- Has a credible methodology to deliver on DCC's needs

If you have any queries, please feel free to contact me.

Thanks

Simon

From: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>
Sent: Thursday, 19 March 2020 10:24 a.m.
To: Simon Drew <Simon.Drew@dcc.govt.nz>
Subject: Re: Rapid Review

Thanks Simon. All received. Will aim for a response to you by 5pm today.

Ngā mihi,

Jinty

From: Simon Drew
Sent: 19 March 2020 10:05:17
To: Jinty MacTavish
Subject: RE: Rapid Review

From: Simon Drew
Sent: Wednesday, 18 March 2020 10:58 p.m.
To: Jinty MacTavish <Jinty.MacTavish@dcc.govt.nz>
Subject: FW: Rapid Review

Hi Jinty,

When you're back on deck, I'd really appreciate your help with the Carbon Rapid Review Tender. I'd appreciate if we could catch up to discuss (via phone or in person).

Cheers

Simon

From: Dave Wish <Dave.Wish@dcc.govt.nz>
Sent: Tuesday, 17 March 2020 8:47 a.m.
To: Simon Drew <Simon.Drew@dcc.govt.nz>
Cc: Serge Kolman <Serge.Kolman@dcc.govt.nz>
Subject: RE: Rapid Review

Simon,

All non-price response files etc as made available to the evaluation team are saved and accessible [Here](#)

I have also added to the file for you the individual scoring templates completed by the evaluation team – please note these were initial scores – pre-moderation.

Do you also want the priced responses?

Best regards,

Dave Wish

Dave Wish

**PROCUREMENT ADVISOR
FINANCE AND COMMERCIAL**

P 03 477 4000 | **DD** 03 479 9349 | **M** 021 572 645 | **E** dave.wish@dcc.govt.nz

Dunedin City Council, 50 The Octagon, Dunedin

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

From: Simon Drew <Simon.Drew@dcc.govt.nz>
Sent: Tuesday, 17 March 2020 8:32 a.m.
To: Dave Wish <Dave.Wish@dcc.govt.nz>
Cc: Serge Kolman <Serge.Kolman@dcc.govt.nz>
Subject: RE: Rapid Review

Thanks Dave,

Can I please have the Coffey and Beca proposal. Electronic or hardcopy fine.

Cheers

Simon

From: Dave Wish <Dave.Wish@dcc.govt.nz>
Sent: Thursday, 12 March 2020 12:14 p.m.
To: Simon Drew <Simon.Drew@dcc.govt.nz>
Cc: Serge Kolman <Serge.Kolman@dcc.govt.nz>
Subject: RE: Rapid Review

Simon,

RFP attached

Best regards,

Dave Wish

Dave Wish

**PROCUREMENT ADVISOR
FINANCE AND COMMERCIAL**

P 03 477 4000 | **DD** 03 479 9349 | **M** 021 572 645 | **E** dave.wish@dcc.govt.nz

Dunedin City Council, 50 The Octagon, Dunedin

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

From: Simon Drew <Simon.Drew@dcc.govt.nz>

Sent: Thursday, 12 March 2020 11:26 a.m.

To: Dave Wish <Dave.Wish@dcc.govt.nz>

Cc: Serge Kolman <Serge.Kolman@dcc.govt.nz>

Subject: Rapid Review

Hi Dave,

In the first instance, can you please just send me the SoW for this Contract. I've just been discussing with a DCC colleague who has read it and they mentioned the scope was quite broad and could have been more targeted. That would make sense to me given the range of prices received.

Thanks

Simon Drew

GENERAL MANAGER INFRASTRUCTURE SERVICES

P 03 477 4000 | **DD** 03 474 3669 | **E** simon.drew@dcc.govt.nz

Dunedin City Council, 50 The Octagon, Dunedin

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

<mime-attachment>

