



ROTORUA
LAKES COUNCIL
Te kaunihera o ngā roto o Rotorua

Request for Expressions of Interest for

Contract 23/016

Lake Tarawera Sewerage Scheme:
Stage 2 Construction

(On-property Wastewater Treatment
Systems - Supply, Install, Commission)

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Section A - Request for Expressions of Interest (REOI) Overview and Process

1. Background and Purpose of Request for Expressions of Interest

- 1.1 This Request for Expressions of Interest (REOI) is issued by Rotorua District Council (trading as Rotorua Lakes Council) (Council).
- 1.2 The purpose of this open REOI is to call for expressions of interest (EOI) from suitably experienced contractors with experience in the construction of pressure sewer installations.
- 1.3 This project will complete 'Stage 2' of the Tarawera Sewerage Scheme construction. Stage 1 (currently under construction) is installing the pressure sewer main, trunk main and wastewater transfer pump stations to collect and convey wastewater out of the area to the Rotorua city treatment plant. When complete, Stage 1 will provide a fully functional collection and transfer system into which each Tarawera property can connect. Stage 2 will connect each property (approximately 450) into this collection and transfer system and complete final commissioning of the overall scheme.
- 1.4 Without limiting the possible outcomes of this REOI process, the intended purpose of this REOI is to identify contractors with the capability and proven track record to deliver stage 2 of this key project and carry these forward to an invited Request for Proposal (RFP) process.

2. Interpretation

- 2.1 In this REOI, unless the context otherwise requires:
- 2.2 'Council' – means Rotorua District Council trading as Rotorua Lakes Council.
- 2.3 'Expression of Interest' – means an Expression of Interest lodged by a Participant under the terms of this REOI.

'GST' – means Goods and Services Tax at the rate prescribed from time to time.

'Participant' – means a supplier who participates in the REOI process by submitting an Expression of Interest.

'REOI' – means this Request for Expressions of Interest.

'Services' – means the range of services ultimately provided by the successful Participant.

'Works' – means the construction works ultimately provided by the successful Participant.

3. How to use this REOI

- 3.1 This REOI consists of:
 - [Section A](#) - Overview and REOI Process
 - [Section B](#) - General REOI Conditions
 - [Section C](#) - Evaluation
 - [Section D](#) - Information required from Participants
 - [Appendix One](#) - Expression of Interest Form
 - [Appendix Two](#) – Evaluation Criteria Submission
 - [Appendix Three](#) – Stage 2 Project Description
 - [Appendix Four](#) – Description of Stage 1 construction (currently in progress)

3.2 Sections A, B, C and D of this REOI provide background information, instructions and conditions for this REOI. You need to read and understand these sections. Your acknowledgement of these requirements and conditions is set out on the Expression of Interest Form in Appendix One.

4. Outcomes

4.1 Following evaluation of the EOIs received, the Council may:

- short list some Participants and invite more detailed proposals;
- conduct negotiations with a Participant; or
- invite revised EOIs from Participants; or
- conclude or abandon the process.

5. The REOI Process

5.1 This REOI process will be undertaken electronically via <https://portal.tenderlink.com/rdc>

5.2 The anticipated timetable for this REOI is:

Activity	Indicative Date
Request for EOIs issued	Tuesday, 18 April 2023
Closing date for EOIs	Monday, 8 May 2023
Participants notified of decisions	Wednesday, 17 May 2023

5.3 Please note this timetable is indicative only and may be subject to change at the sole discretion of the Council. Participants will be notified of changes by the authorised representative(s) of the Council.

5.4 Site inspection can be carried out during Council working hours.

5.5 The REOI will be followed by the RFP phase of the procurement process.

5.6 The anticipated timetable for the RFP is:

Activity	Indicative Date
Request for Proposals issued to invited Participants	22 May 2023
Closing date for RFP process	26 June 2023
Participants notified of decisions	28 August 2023

5.7 It is anticipated that on-site construction for Stage 2 will start in late 2023.

6. Submission of Expressions of Interest

6.1 Each Participant's EOI must be submitted in the format specified in this REOI together with the completed Expression of Interest Form (Appendix One) and the completed Evaluation Criteria Submission (Appendix Two).

- 6.2 Each EOI must be submitted to the Council e-tendering portal <https://portal.tenderlink.com/rdc> on or before 4pm Monday, 8th May 2023. The Council is not liable for any failure by a Participant to submit an EOI before the Closing Date (including failure of the portal). Participants should note that the upload of documents can take up to an hour and that they should not leave submission of EOIs until the last minute.
- 6.3 The Council's policy is not to consider late EOIs. However, the Council retains the right to consider and/ or accept late EOIs where there is no material prejudice to other Participants.
- 6.4 The EOI validity period is 60 days from the Closing Date. The parties may agree to extend the EOI validity period. By submitting an EOI, the Participant will be deemed to represent that the offer contained in their EOI remains open for acceptance, and will not be withdrawn, for the duration of this validity period.

7. Joint Expressions of Interest

- 7.1 Joint EOIs may be submitted. Where a joint EOI is submitted, Participants must provide full details of each party submitting the EOI and name one party as the single contact point for all communications relating to the EOI.
- 7.2 Acceptance of Conditions
- 7.3 The conditions of contract will be NZS3910:2013 with Special Conditions and Other Conditions.
- 7.4 Participants acknowledge that, when submitting its EOI, each Participant must advise Council in its covering letter if it wishes to question and/or negotiate any of the terms or conditions in this REOI, or wishes to negotiate any new terms and/or conditions. If Participants do not state otherwise, a Participant will be deemed to have accepted the terms and conditions in this REOI in full.
- 7.5 The project will be procured by:
- Phase 1 – REOI - Considering all criteria outlined in Section C;
 - Phase 2 – RFP – Price and Non Price attribute Tender Submission by Invited Contractors.

8. Communication between the Council and Participants

- 8.1 A Participant shall not engage with the Council regarding this REOI other than on the terms set out in this REOI. Any unauthorised contact or any attempt to canvas, induce or reward may invalidate the EOI of the Participant.
- 8.2 Any questions in relation to this REOI shall be conveyed in writing via the forum on the e-tendering portal by Monday, 1 May 2023.
- 8.3 Where the REOI documents issued to prospective Participants are ambiguous or unclear, Participants may request the issue of an explanatory notice. If an explanatory notice is issued, it shall be sent to all Participants via the e-tendering portal and shall upon issue become part of this REOI. It is the Participant's sole responsibility to access information and responses from the e-tendering portal.
- 8.4 EOIs may be submitted subject to any reasonable interpretation of any ambiguity or uncertainty in this REOI. Any such interpretation and any assumptions made must be detailed in the cover letter or other separate document included with the EOI.

8.5 Requests for information or clarification that relate solely to a Participant's EOI and contain commercially sensitive information will be provided to the Participant requesting the information or clarification only.

8.6 Statements, written or verbal, made by Council do not form part of the REOI unless made in writing by the authorised representative(s) of Council (as set out in this REOI).

9. Information required in Expressions of Interest

9.1 Section C of this REOI sets out the information required in each Participant's EOI.

9.2 An EOI must be submitted in the format specified in this REOI together with the completed Expression of Interest Form (Appendix One) and the completed information required.

9.3 Expression of Interest clarification: A Participant may be asked to clarify its EOI or provide additional information during the REOI process. These requests will require immediate action and must be responded to in writing within two (2) working days, or the time specified in the request. Otherwise, the Council reserves the right not to consider the relevant EOI.

10. Evaluation of Expressions of Interest

10.1 EOIs received will be evaluated on their relative merits, as determined by Council in its sole discretion, as assessed under the attribute headings more fully described in Sections C. Key considerations in the evaluation of EOIs will include but not be limited to the following:

- The Contractor's Relevant Experience,
- The Contractor's Track Record
- The Contractor's Technical Skills and Resources;
- The Contractor's Proposed Methodology; and
- The Contractor's financial capability to undertake and deliver the Project.

Section B - General Conditions

11. Rights reserved by the Council

- 11.1 Notwithstanding anything contained in this REOI, the Council reserves the right to:
- a) vary this REOI or any policy or criteria relating to participation in this process or evaluation of EOI;
 - b) issue modified descriptions of service requirements, including innovations proposed by the Council through this REOI process;
 - c) deal separately with any of the divisible elements of any EOI received through this REOI process, unless the relevant EOI specifically states that those elements must be taken collectively;
 - d) enter into discussions and/or negotiations with any one or more Participants relating to matters dealt with in this REOI;
 - e) proceed directly to negotiations;
 - f) negotiate with more than one Participant, and appoint more than one Participant to provide the Services and/or Works, even though one Participant may be evaluated more highly than the other;
 - g) not consider the lowest priced (or highest ranked) or any EOI or enter into any Service Level Agreement;
 - h) not proceed to evaluation of EOI;
 - i) accept or reject in part or whole any EOI at any time;
 - j) limit or extend the list of potential respondents to a subsequent REOI, REOI process or negotiations beyond those who respond to this REOI;
 - k) seek further information or clarifications from any Participant about any aspect or information provided in an EOI and not be obliged to seek the same or similar information or clarification from other Participants;
 - l) liaise or negotiate with any Participant without disclosing this to, or involving, any other Participant (whether before, during or after the process) to amend its EOI so that the EOI is compliant with this REOI and in a form acceptable to the Council;
 - m) except to the extent required by law, withhold any information from any Participant for any reason and not be responsible to any person for any information so withheld;
 - n) change its requirements or waive any irregularities or informalities in this REOI process;
 - o) consider (or not consider) any EOI in part or whole;
 - p) contact any third party who has previously engaged the Participant (or any person comprising or associated with the Participant) to discuss the work performed for that third party;
 - q) amend the closing date for submission of EOIs or any other date referred to or implied in this REOI (e.g. extend or shorten time frames);
 - r) suspend, modify, adapt or cancel (in whole or in part) this REOI process and/or the overall process at any time; and
 - s) re-advertise the REOI.
- 11.2 The Council shall not be bound to give reasons for any decision made under this clause.

12. Canvassing

- 12.1 Any Participant who indirectly or directly canvasses, or provides any form of inducement or reward to, any officer, employee or advisor of the Council, concerning any aspect of this REOI process may, at the discretion of the Council, be disqualified.
- 12.2 Any contact by a Participant's representatives with any representative of the Council other than the Council's authorised representative(s) must be with the prior authorisation of the Council.

13. No warranties or representations

- 13.1 Any information provided by the Council in relation to this REOI is released on the following basis:
- a) Such information provides a background only;
 - b) The Council makes no representation or warranty to any Participant in relation to such information; and
 - c) Reliance on any information provided by the Council is at a Participant's own risk.
- 13.2 Each Participant acknowledges that:
- a) it has made its own independent enquiry and investigations in relation to the Services and Works, and provides its EOI in reliance solely on its own judgment and not in reliance on any representations of the Council, including, without limitation, any representation as to any financial projections or forecasts in respect of the Services and Works, or the future prospects of the Services and Works;
 - b) all express or (to the extent permitted by law) implied, or other representations or warranties of the Council in relation to the Services and Works are expressly excluded;
 - c) any Service Level Agreement provided by the Council is being supplied and acquired in trade within the meaning of the Fair Trading Act 1986, that sections 9, 12A and 13 of the Fair Trading Act 1986 will not apply to the agreement between the parties, and that it is fair and reasonable to exclude their application;
 - d) any Service Level Agreement provided by the Council is being supplied for the purposes of a business and the provisions of the Consumer Guarantees Act 1993 will not apply to those services to the fullest extent possible; and
 - e) neither the Council, nor the Council's councillors, officers, employees, agents or other representatives have made or make any representation, or have given or give any warranty (express or implied), as to the accuracy, content, completeness, value or otherwise of, nor have or accept any liability in respect of, any information (written, oral or otherwise) directly or indirectly provided, or made available to, or used by the Participant in connection with, the transactions evidenced by this REOI, and the Participant unconditionally waives any claim (whether arising in tort, in contract, by operation of law or otherwise) it may have against any of them in respect of such information.

14. Information complete and accurate

- 14.1 All information provided by a Participant in its EOI is warranted by the Participant to be complete and accurate in all material respects.
- 14.2 The Participant also warrants to the Council that the provision of information to the Council, and the use of it by the Council for the evaluation of EOI and for the negotiation of any resulting contract or agreement, will not breach any third party intellectual property rights.

- 14.3 The Council is under no obligation to check EOI for errors and omissions. Acceptance of an EOI that contains errors will not invalidate the contract formed by that acceptance, unless Council determines otherwise.
- 14.4 If the Council discovers errors and/or omissions in any EOI (this may include price) the Council may, at its discretion, allow the Participant to correct such error and/or omission so long as by the correction of such error and/or omission there would not materially prejudice any other Participant.

15. Canvassing

- 15.1 Participants should not indirectly or directly contact, lobby or canvass any elected member, officer, employee or advisor of the Council in relation to the REOI other than as set out in this REOI. Participants should not indirectly or directly provide (or offer to provide) any form of inducement or reward to any elected member, officer, employee or advisor of the Council in relation to the REOI. Non-compliance with these requirements may lead to disqualification of the Participant's Expression of Interest.
- 15.2 Any contact by a Participant's representatives with any representative of the Council other than the Council's authorised representative(s) must be with the prior authorisation of the Council.

16. Anti-Collusion & Tenderer Warranty

- 16.1 The purchasing authority reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by tenderers to the appropriate regulatory authority and to provide that authority with any relevant tenderer information.
- 16.2 The bidder warrants that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than
- where certain joint venture arrangements exist between the bidder and a competitor;
 - where the bidder and a competitor have an agreement that has been authorised by the Commerce Commission; and
 - where the bidder has communicated with a competitor for the purpose of subcontracting a portion of the tender, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation, the bidder agrees to fully disclose to the tendering body the full nature and extent of any agreements with competitors. In the event that no such disclosure is made, the bidder warrants that their bid has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:

- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not submit, a bid;
- the submission of a bid that is non-conforming;
- the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates; and/or
- the terms of the bid.

The bidder acknowledges that if RLC accepts the bidder's offer and completes any contract, RLC will do so in reliance on this warranty.

17. Conflicts of interest

- 17.1 Where any Participant (if an individual) is also an employee of the Council, or (if a company) has an employee of the Council as a shareholder or director, the Council reserves the right not to proceed with evaluation of the Participant's EOI.
- 17.2 Each Participant shall provide details of all actual, perceived or potential conflicts of interest in their EOI which are known to exist at the time of submission of the EOI or which may possibly come into existence during the term of the Service Level Agreement. If the Council considers that any Participant has a perceived, potential or real conflict of interest then the Council may, at its sole discretion, elect not to consider or evaluate the EOI any further or may require the Participant to overcome its conflict of interest.

18. Verification and credit check

- 18.1 The Participant confirms to the Council, on its behalf and on behalf of each of the individual Participant's personnel referred to in the EOI, that the Council is authorised to:
- a) verify with any third person any information included in the EOI or disclosed to the Council in connection with the EOI (whether that information relates to such personnel or otherwise); and
 - b) carry out a credit check on the Participant or any such personnel,
- and each Participant waives any rights it may have whether under the Privacy Act 1993 or otherwise in relation to such verifications or checks.
- 18.2 The Council is not obliged to contact referees provided by Participants and may seek further information on any issue from sources other than the referees provided. The Council may also take into account knowledge of the Participant it already has.

19. Confidentiality

- 19.1 The information supplied by the Council (either itself or through its consultants or advisors) in connection with this REOI or any contract or agreement that may arise out of it, is confidential to the Council. Each Participant must not release or disclose any of the information to any other person (other than its employees or advisors on a need to know basis) without the prior written consent of the Council, and such information must only be used by the Participant for the purpose of preparation, submission and subsequent negotiation of its EOI. Despite the above, the Council may make public the names of any Participant.
- 19.2 Before releasing any confidential or commercially sensitive information to a Participant, the Council may require the Participant (and employees, subcontractors or agents of the Participant, as appropriate) to sign a deed of confidentiality.
- 19.3 All EOIs provided to the Council shall be retained by the Council and shall be treated as confidential by the Council. However, the Council is subject to the Local Government Official Information and Meetings Act 1987, and information provided by Participants may be required to be disclosed under that Act or under any other law or by any Court. The Council shall not be liable in any way whatsoever to a Participant for any disclosure it believes (acting reasonably) it is required to make.
- 19.4 No advertisement or other information relating to this REOI process or any contract or agreement that may arise out of it shall be published by a Participant in any newspaper, magazine, journal or other advertising medium, or broadcast/disseminated by radio, television or other electronic media without the prior written approval of the Council.

20. Expression of Interest costs

- 20.1 All costs incurred by a Participant in connection with its EOI are the sole responsibility of the Participant, including (without limitation) any costs relating to:
- a) preparation of the EOI;
 - b) any communication and/or negotiation with the Council (including relating to any contract or agreement); and/or
 - c) any presentations, meetings or interviews with the Council.

21. Ownership / return of Expressions of Interest

- 21.1 All documents under the REOI are property of the Council and may not be copied or reproduced in any way (other than for the purposes of preparing and submitting an EOI) without the prior written approval of the Council.
- 21.2 The EOIs submitted to the Council in response to this REOI shall be retained by the Council.

22. Governing law

- 22.1 This REOI is governed by New Zealand law. The New Zealand courts have exclusive jurisdiction as to all matters relating to this REOI.

23. Liability limitation

- 23.1 Notwithstanding any other provision in this REOI or any documentation relating to this REOI, the Council and its agents or advisors will not be liable (whether in contract, tort, equity or in any other way) for any direct or indirect damage, loss, expense, cost or liability incurred or sustained at any time by any Participant or any other person (directly or indirectly) under or in respect of this REOI.
- 23.2 By participating in this REOI, each Participant waives any rights that it may have to make any claim against the Council. To the extent that legal relations between the Council and any Participant cannot be excluded as a matter of law, the liability of the Council is limited to NZ\$1. Nothing contained or implied in or arising out of this REOI or any other communications to any Participant shall be construed as legal, financial or other advice of any kind.

24. Indemnity

- 24.1 If a Participant breaches any of the obligations set out in this REOI and, as a direct or indirect result of that breach, the Council incurs costs, loss, liability or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the REOI process and enforcement of intellectual property rights or confidentiality obligations), then the Participant indemnifies the Council against all such costs, loss, liability or damages.

Section C - Evaluation of Expressions of Interest

25. Evaluation criteria

- 25.1 EOIs shall be evaluated in accordance with a weighted attribute methodology, determined by the Council.
- 25.2 The evaluation shall involve assessing submissions against the non-price attributes listed under 25.6. Each attribute shall be scored on a points basis, from 0 (completely inadequate) to 100 (excellent).
- 25.3 Any proposal that scores 35 or less on any attribute shall be excluded from further consideration.
- 25.4 The following rating table will be used by the evaluation team to assess the non-price submissions:

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	0

- 25.5 The next stage shall consist of multiplying the weight of each attribute by the grade of that same attribute to give an index for each attribute. The indices for each proposal shall then be summed and rounded to the nearest whole number to give an overall index out of 100. The proposal with the highest overall index will be the preferred proposal.

25.6 The attributes to be evaluated, and their weighting in the total evaluation are as follows:

- Relevant Experience, Track Record (40%)
- Technical Skills and Resources (40%)
- Proposed Methodology (20%)

As a minimum Participants are to submit the enclosed schedules (Appendix 2) in the format provided to enable the evaluation of the evaluation criteria. Additional pages may be included if required.

25.7 Relevant Experience and Track Record (40%):

- Please complete the enclosed Schedule (Appendix 2) of Relevant Experience and Schedule of Proposed Subcontractors.

Participants shall include records that demonstrate their ability to complete similar types and scale of projects to target performance levels on schedule and within budget.

- Provide details of the last 3 relevant projects executed within the last 5 years including:
 - Client (including contact name and phone numbers)
 - Name and type of project
 - Value and duration of project
 - Compliance with quality standards Yes/No*
 - Completed by due date or authorised extension - Yes/No*
 - Completed to target performance levels Yes/No*
 - Record of client satisfaction with regard to quality and timetable

*Note: *Qualifying comments may be included as warranted when the answers are not simply a yes or no.*

- Participants shall include a record of the relevant experience (both technical and management), which would indicate their suitability for the work described in Appendix 3. The relevant experience of proposed Sub Contractor's, including proposed LPGP suppliers, shall also be supplied.
- For newly formed firms, state the name of the company in which the experience is claimed, the person concerned, and his/her responsibility in the project.
- Where staff named in this EOI were not involved in projects detailed, comment on the extent to which relevant experience will benefit this contract
- Relevant Experience will be assessed based on providing evidence of the following attributes undertaken in recently completed projects:
 - Experience as main Contractor undertaking wastewater reticulation schemes for a community wide wastewater scheme of greater than 150 property connections.
 - Experience in the supply and installation of equipment to connect into a pressurised reticulation system.

- Experience of working in areas of Cultural Significance (for example, areas with numerous, unmapped cultural sites and protection of culturally significant waterways).
- Experience with liaising with over 150 landowners as part of a single reticulation scheme.
- Working in partnership with Māori (including Māori landowners and Māori environmental groups).
- Experience of proposed subcontractors in dealing with the above.
- Experience in delivering projects with a Capital Value greater than \$5 million.
- Experience in setting to work and commissioning pressure sewer and trunk main waste water transfer systems (and pump stations).

25.8 Technical Skills and Appropriate Resources (20%):

- Participants shall describe the plant, equipment, labour, facilities and intellectual property to be used on the project.
Participants shall also provide details of all current and pending work commitments including details of any outstanding tenders on the Schedule of Participant's Current Commitments contained within these documents.
Please complete the enclosed Schedule of Participant's Current Commitments and Resources.
- Participants shall submit details of the key personnel to be employed on the contract works. These details should indicate each key person's proposed involvement with the project and demonstrate that their experience and skills, in particular technical experience and skills, are compatible with the project.
- Participants shall nominate all key personnel describing each by name, position, technical skills and length of experience. The nominated personnel shall include:
 - Contractor's Representative
 - OWTS Supplier Technical Representative
 - Contractor's Cultural Liaison Manager
 - Contract Manager
 - Contractor's Site Representative
 - Quality Manager
 - Safety Supervisor

25.9 Proposed Construction Methodology (40%):

Participants shall describe the methodology that they propose to adopt to achieve the following:

- Installation Methodology, including set-out, shoring/earthworks support, excavation and backfilling, groundwater management and reinstatement
- Testing and Commissioning (of on-property systems AND pressure sewer main / trunk main.
- Health and Safety

- Planning and Programming
- Implementation and Supervision
- Communications and Reporting
- Invoicing
- Traffic Control (as required for private property access)
- Quality Assurance Procedures
- Collaboration with Cultural Manager
- Communication Strategy for Landowners and Tenants
 - Participants attention is drawn to ensuring the submitted methodology working in area of cultural sensitivity in a collaborative manner with iwi and the Cultural Impacts Team. The Lake Tarawera Sewerage Scheme appointed cultural monitors. Cultural Impact Assessments (Appendix Five) are included for reference.
 - Participants attention is also drawn to the need for obtaining Heritage NZ approval for aspects of the works located in notifiable areas. Addressing these constraints and how the programming of these sections of the works are undertaken are to be highlighted by the Participant.

26. Evaluation of Expressions of Interest

- 26.1 Each EOI will be evaluated by a Council appointed evaluation team as to the capability of the Participant and strengths of the EOI. The evaluation team will consist of selected Council representatives and the Council Procurement Lead, with expertise and skills to ensure an objective evaluation is achieved.
- 26.2 The Council may also include in its evaluation of an EOI its own past experience with a Participant. This may include whether a Participant has met all contractual requirements that it may have had with the Council; for example its previous service delivery record, ability to promptly identify and resolve issues and to provide timely and accurate information.
- 26.3 The Council reserves the right to request information from any company, organisation or person it considers relevant in the course of evaluating any EOI.
- 26.4 Notwithstanding any stated evaluation method, the Council has complete discretion to consider, not consider, accept or reject any EOI in part or whole (including, without limitation, any late or otherwise non-conforming EOI) at any time during the REOI process.
- 26.5 Scores achieved in the REOI process will not be carried forward into the next stage (RFP).

27. Communication of decisions

- 27.1 Successful Participants will be notified in writing of the decisions resulting from the evaluation of EOIs. Unsuccessful Participants shall be advised that their EOIs were not successful.

28. Interested Party Shortlist

- 28.1 Should the Council advice that a Participant is selected for shortlist status, such advice does not imply or create an obligation on the Council to either enter into negotiations with a Participant or award any contract or other right to any Participant.
- 28.2 The Council may discontinue any negotiations with any Participant at any time.

Section D - Information Required

29. Instructions

- 29.1 The Expression of Interest Form contained in Appendix One must be completed, signed and returned, along with Appendix Two and the other information requested; presented with the following headings.

30. Executive Summary

- 30.1 Each Participant must provide an executive summary of its EOI outlining the key advantages of its EOI to the Council and how it will meet the key requirements of the REOI.

31. Organisation Profile

- 31.1 Each Participant must provide a company or organisation profile that includes:
- a) name and address of the company or organisation;
 - b) a brief history of the company or organisation including the core areas of its business, relative position in the market, size of operation and future plans;
 - c) an outline of company or organisation ownership including details of directors and controlling shareholders and type of legal entity (e.g., public company, private listed, sole trader etc.); and
 - d) GST registration details.
- 31.2 If an EOI is a joint response, Participants must provide the information above in respect of each party.
- 31.3 Participants must provide the name, title and contact information for the main person authorised to represent that Participant in this REOI process.

32. Evaluation Criteria Submission

- 32.1 **Relevant Experience and Track Record:** Participants must complete the enclosed Schedule of Relevant Experience and Schedule of Track Record (as per notes in 25.6) for 3 projects. This information should clearly demonstrate a Participant's ability to perform the Works to the quality standards required, demonstrating experience in similar size/scale and similar type of projects, and technical relevance. Include the date when projects were completed, personnel involved and a referee per project.
- 32.2 **Technical Skills and Resources:** Participants must submit information (as per notes in 25.7).
- 32.3 **Proposed Construction Methodology:** Participants must provide all relevant information (as per notes in 25.8) in order to demonstrate their understanding of the construction requirements for Stage 2. Where there is ambiguity in the information provided, the participant should note this as a risk and explain what mitigations would be put in place to manage these.

33. Financial Viability

- 33.1 Provide contact for Council to check financial position or financial information to demonstrate that the Participant will have adequate financial resources, robustness and resilience to deliver the Project.

34. Health and Safety

- 34.1 Provide Contractors Health & Safety performance statistics over the last 3 years and a copy of the Contractors Health & Safety policy.
- 34.2 Council's Safety at Work policy states that Council is committed to managing our work environments to prevent harm to any person. To do this Council will:
- Keep People Safe
 - Lead By Example
 - Train & Supervise
 - Investigate & Learn
 - Engage Our People
 - Monitor & Improve
 - Keep People Healthy
 - Promote Wellbeing
 - Collaborate
 - Maintain a drug and alcohol free workplace
- Council has high health and safety expectations for this Project and anticipates that the successful Participant will share similar aspirations.
- 34.3 Provide a high level overview of your approach to managing health and safety in the workplace, including:
- An overview of your capacity and capability to ensure the Project is delivered to high standards of health and safety management
 - If the Participant is a joint proposal, a description of how you will manage, from a health and safety perspective, the interface between different organisations within the joint proposal
 - Your approach to managing the risks specifically associated with this Project
- 34.4 The short-listed tenderers will need to pre-qualify through Council's Health and Safety Pre-qualification Scheme as part of their response to the RFP. The details of this scheme are provided below for information only at this stage. Participants are not required to pre-qualify at this stage through the REOI process.

Health & Safety Requirements

Council has joined the joint Waikato/BOP local authority Health & Safety Pre-qualification Scheme which requires independent 3rd party health and safety assessment by SHE Software NZ Ltd. Council is no longer undertaking its own assessments.

Waikato and Bay of Plenty Councils have teamed up to make employing contractors and checking health and safety requirements easier. A new streamlined pre-qualification process will ensure Councils are using contractors who operate with effective health and safety management systems and are holding current and relevant insurances.

This simple process will help us meet our responsibilities as Councils to ensure that contractors, working for or on Council assets and/or supplying services, have effective health and safety systems to prevent harm to people and the environment or damage to property.

Benefits to contractors include:

- easier system that will enable contractors to be pre-qualified for multiple Councils through the one process
- improved relationships between contractors and Councils
- contributing to the WorkSafe New Zealand's Statement of Intent strategy to reduce injuries by 2020.

The easy to follow process involves contractors applying for a pre-qualified 'approved' status, using an easy to follow system provided by SHE Software NZ Ltd. To be able to complete the process, an email address will be required to enable the application form to be received. Contractors will need to complete the questionnaire and submit the application online, providing health and safety documentation to show they understand and comply with the Health and Safety at Work Act 2015 and any associated Regulations.

The application will be evaluated by a health and safety professional. Once the evaluator is satisfied with the contractor's health and safety management systems, the contractor will receive a confirmation email advising of their 'approved' status. Once a contractor is 'pre-qualified,' their status is valid for two years at all participating Councils.

The portal can be accessed at: <https://payments.sheassure.net/> and a link is also available on Rotorua Lakes Council's Procurement website page along with a set of FAQs which have been developed to answer some expected questions.

Non completion of the pre-qualification process prior to the closing date for this RFP will not make a tender non-conforming. However, pre-qualification is a pre-requisite to commencing work for Rotorua Lakes Council. The priority is for medium to high risk physical works contractors to be pre-qualified. Lower risk contractors will be required to be pre-qualified at the discretion of the Council.

As contractors become pre-qualified, company/industry details will be accessible on a database. This will provide visibility to contractors and Council staff to identify who is approved, assisting with the tendering process and Council procurement.

There is a cost associated with the application process. The fees (to be paid online upon applying) are:

Number of Employees	Fee (excl GST)
Less than five	\$180
Between five and twenty-four	\$400
Twenty-five and more	\$900

Insurance renewals \$25 per insurance type per year (excl GST).

NOTE: Please ensure you have an email address prior to commencing your application as this will be required to complete the process.

TIP: Consider setting up a folder on your desktop to save all evidence required to enable easy uploading into the application.

The scheme has also been made available to all councils throughout New Zealand.

For more information, contact:

Paul Houston
New Zealand Manager

SHE Software

paul.houston@shesoftware.com

027 807 6367

or

Ian McLintock
HR Advisor Lead, Health & Safety
Rotorua Lakes Council

ian.mclintock@rotorualc.nz 07 351 8131

35. Assumptions

35.1 Participants must detail any assumptions made about the provision of the Services and/or Works.

36. Additional Information

36.1 Participants should append any additional information they wish to submit to their EOI.

Appendix One – Expression of Interest Form

(Participant to complete the following form as appropriate)

To: **Rotorua Lakes Council**

We attach our Expression of Interest for **Lake Tarawera Wastewater Stage 2 Construction (On-property Wastewater Treatment Systems - Supply, Install, Commission)** Construction Contract in accordance with your Request for Expressions of Interest (REOI).

The party* submitting this Expression of Interest is: (* if a joint Expression of Interest state all parties)			
The primary contact person name and details			
Name:			
Position:			
Phone:			
Mobile:			
Email:			
Postal address:			
Physical address:			
We acknowledge receipt of Notices to Participants (if any) numbered:		to	
Checklist - We have:			
• Read and understood this REOI	Yes / No		
• Provided all information required under Section D	Yes / No		
Dated			
Signed by			(signature)
		(print name)	
for and on behalf of the submitting party (or parties if joint Expression of Interest)			

Appendix Two – Evaluation Criteria Submission

Part 1: Relevant Experience & Track Record

Participants shall submit details in the table below that demonstrate their experience and suitability for the work described in the REOI documents. If the participant has carried out similar work for Rotorua Lakes Council, this should be one of the examples provided.

Project No.		1	2	3
Project Description				
Client				
Referee 1 (name and phone number)				
Referee 2 (name and phone number)				
Value				
Duration				
Compliance with Requirements (Yes/No)	Quality			
	Time			
	Performance			
	Budget			
Client Satisfaction				
Comments/Notes				

Qualifying comments may be included as warranted when the answers are not simply a "yes" or "no"

Part 2: Technical Skills and Resources

Participants shall submit details of the key personnel to be employed on the contract works. These details should indicate each key person's proposed involvement with the project and demonstrate that their experience and skills, in particular technical experience and skills, are compatible with the project.

Nominate all key personnel describing each by name, position, technical skills and length of experience. The nominated personnel shall include:

Position	Name	Company	Technical Skills/Qualifications and Proposed Project Involvement	Length of Experience (yrs)
Contractor's Representative				
Onsite Wastewater System Supplier Technical Representative				
Contractor's Cultural Liaison Manager				
Contract Manager				
Contractor's Site Representative				
Quality Manager				
Safety Supervisor/ Health & Safety Management				
Environmental Management				
Other				

Health and Safety Management shall also be assessed under the responses within this Schedule.

Description of Key Resources (other than personnel). Eg. Key plant, specialist machinery etc.

Empty box for description of key resources.

Part 3: Proposed Construction Methodology

Respond to the requirements listed under Appendix Four of the REOI.

Aspect	Details
Preparatory Tasks	
Construction Works	
Key assumptions made when considering methodology	

REOI for the Lake Tarawera Sewerage Scheme: On-Property Wastewater Treatment Systems (Supply, Install and Commission)

Key risks to successful delivery and potential mitigation activities	
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Contractor: _____

Signature: _____

Date: _____

Appendix Three – “Stage 2” Project Description

Stage 2 of this project will be constructed in accordance with Stage 1 construction (which is currently in progress). Stage 1 will install all ‘shared’ infrastructure necessary to collect and transfer waste water from the properties joining the scheme. Referring to Figure 1, Stage 1 specifically:

1. Pressure sewer piping and lateral connections to each property boundary.
2. Boundary Assemblies at each property boundary, connected to laterals along with pressure testing.
3. Three transfer pump stations to operate a pressure rising main (carrying waste water to the city treatment plant).

The scheme has been designed using the EcoFlo E-One Low Pressure Grinder Pump (LPGP), including Simplex, Duplex and Quadplex models. The subsequent RFP will require construction pricing for E-One units, but responders will also be able to submit pricing for alternate LPGPs (able to meet the scheme’s designed performance) as alternate tenders.

Note that unless noted otherwise, all installation work must be completed in strict accordance with the equipment manufacturers’ and Council’s specifications and standards.

- Supply and install Low Pressure Grinder Pumps (LPGPs) into each property connecting to the scheme.
- Supply and install an LPGP control/alarm panel for each LPGP installed and complete connection to LPGP.
- Install a mains power supply (with suitable protection and isolation means) from the property’s meter or distribution board to supply the LPGP system.
- Where a suitable electrical supply cannot be achieved, identify a solution and report to the Principal for approval to implement.
- Supply and install pressure sewer piping from the LPGP to the Boundary Assembly termination point (already installed at the property boundary under Stage 1 construction).
- Obtain and manage all required consents and permissions for the works (including Building Consents for each LPGP installation)
- Carry out all relevant configuration and functional testing, pressure testing and quality inspections for each installed unit.
- Return each property to a state that is equal to or better than the work start condition.
- Coordinate start-up of the main pressure sewer, trunk main and transfer pump stations (constructed in Stage 1) to allow cut-overs of property systems. Will require involvement with stage 1 constructor.
- Coordinate cut-overs of property waste water plumbing from existing septic tank / OSET to the LPGP, thereby transferring waste water into the main pressure sewer. Will require involvement with stage 1 constructor.
- Complete tuning of trunk main operation and LPGP settings to achieve optimal system performance. Will require involvement with stage 1 constructor.
- The contractor will manage the following requirements:
 - a. Services location and marking out
 - b. Day to day coordination of the works with property owners

- c. Any required input or coordination with the Stage 1 constructor and/or system design engineers to coordinate Stage 1 start-up and connection of LPGPs.
- d. System performance testing and tuning.
- e. Site improvement works to address 'challenging' installations
- f. Liaison with customers on the safe use of the LPGP system, dos and don't's, and provision of user documentation.
- g. Traffic management
- h. Signage
- i. Health and safety provisions for workers, residents and public
- j. Environmental controls for works
- k. Undertaking of cultural inductions and implementation of agreed artefact discovery protocols.
- l. Addressing HAIL requirements for identified sites
- m. Security
- Provide the following:
 - a. Pre-work and post-work photographic records for each site
 - b. Pressure testing and quality inspection records
 - c. Pre-commissioning and commissioning plans and records
 - d. As-built drawings of all installed equipment
 - e. Records of customer training
 - f. Producer Statements and other documents supporting installation quality / consent approval.
- Decommission, and make safe redundant septic tanks
- Decommission and remove redundant OSET systems

Appendix Four – Overview of Stage 1 Construction

Stage 1 construction started in April 2023. It covers the construction of all 'shared' infrastructure necessary to collect and transfer waste water from the properties joining the scheme. Referring to the scheme map in Appendix Six, Stage 1 will install:

- **Pressure sewer mains:**
Installed within the road reserve berm or under the road carriageway
Fitted with lateral connections to all properties joining the scheme
All laterals terminated at standard E-One Boundary Assemblies installed at each property boundary.
All pressure sewer, laterals and terminations to Boundary Assemblies pressure tested and certified by the installer.
- **Transfer Pump Stations:**
Generally all of an identical construction
Stations located in the road reserve berm at Cliff Road (smallest capacity); Stoney Point Reserve; Outside the Waste Transfer Facility on Tarawera Road
All installation work will be completed by the stage 1 contractor. This includes all pressure testing and functional checks, as well as wet commissioning with water to prove functionality and station to station interlocking functions.
Communications for SCADA monitoring and control will have been installed by the Stage 1 constructor and tested.
- **A trunk main / rising main:**
Larger bore mains piping connecting all pump stations to each other, and collecting pressure sewer mains and property direct connections as required.
Connecting the Waste Transfer Station pump to a tie-in point on the existing Lake Okareka sewerage scheme

Construction of the Stage 1 works will begin at the northern end of Spencer Road and work south-west towards Rotorua City. Once Stage 2 works begin, it is likely that Stage 1 works will still be in progress. Completion of the Stage 1 works is expected in mid 2024 at which stage wet commissioning will be undertaken by the Stage 1 constructor. Once complete, the stage 1 system will be powered down and left in a safe condition to allow for completion of the Stage 2 works.

Once Stage 1 construction is complete, the stage 2 constructor has the option to liven the Stage 1 equipment and liven connected grinder pumps if practicable to do so.

Appendix Five – Cultural Impact Assessments

Refer to Separate File

Appendix Six – Scheme Map



