

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 9:27 p.m.
To: 9(2)(a)
Subject: FWD: Fw: Darfield earthquake
Attachments: Fw: Darfield earthquake

9(2)(a) ce to speak to you again. A recent testimonial as discussed. Cheers, Hugh

9(2)(a)

From: 9(2)(a)@gns.cri.nz>
Sent: Sunday, 26 September 2010 10:27 a.m.
To: Hugh Cowan
Subject: Fw: Darfield earthquake

Hi Hugh

FYI.

Cheers, 9(2)(a)

9(2)(a)

GNS Science - Te Pu Ao

DDI: 9(2)(a) GNS: 64-4-570 1444 Fax: +64-4-570 4676 Mobile: 9(2)(a)

1 Fairway Drive, P.O. Box 30-368 Lower Hutt

New Zealand

— Forwarded by 9(2)(a)@GNS on 26/09/2010 10:26 a.m. —

9(2)(a)

To 9(2)(a)@gns.cri.nz>

cc

25/09/2010 09:52 a.m.

Subject Darfield earthquake

Dear 9(2)(a)

I hope that things are beginning to show some semblance of normalcy at GNS with 3 weeks now gone since the Darfield earthquake struck. I well remember that it took about that long after Loma Prieta in 1989 for our hallways just to be clear of TV new crews.

I also wanted to write you on behalf of my many colleagues in Menlo Park to pass along our congratulations to the GeoNet team for the excellent performance of the system in the aftermath of the earthquake. The real-time information from the GeoNet and frequent updates from the GNS staff in the field have been outstanding. The GeoNet's open data policy will undoubtedly fuel many scientific studies of all aspects of the event by scientists around the world. I just hope that the public in New Zealand also appreciates what a fantastic resource that they have in the GeoNet.

From a scientific standpoint, several of us here are very interested the source process of the earthquake, as it is among the best recorded events ever. In particular the strong motion records from the GeoNet and Canterbury University strong motion networks are spectacular and provide a rich data source for understanding the rupture kinematics and hopefully the dynamics of the rupture process. We, of course, have many questions about the event that will be answered in due time, but are also interested in opportunities to collaborate with our New Zealand colleagues on the analysis of the earthquake.

Both 9(2)(a) and I would be interested in corresponding with those at GNS who have similar interests in the kinematics of the rupture and in dynamic modeling of the event. If you know of anyone that we might communicate with about the earthquake, either at GNS or elsewhere, we'd

appreciate it if you would convey our interest.

Best regards,

9(2)(a)

9(2)(a)

Earthquake Science Center
U.S. Geological Survey, MS-977 Office 1-650-329-4784
345 Middlefield Road Fax 1-650-329-5143
Menlo Park, CA USA 94025 e-mail 9(2)(a)@usgs.gov

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9(2)(a)

From: Hugh Cowan 9(2)(a)
Sent: Monday, 27 September 2010 7:19 p.m.
To: 9(2)(a)
Cc: Hugh Cowan; 9(2)(a)
Subject: Re: Request for visit - from Taiwan

Hi 9(2)(a)

Thanks for the heads-up! I should be around during November and would certainly welcome the visitors. Just a thought, but our colleagues who accompanied 9(2)(a) in the Chi-Chi reconnaissance 11 years ago might also be interested to offer hospitality. By all means let it be known that we welcome their interest. Mindful of the time pressures on our staff, I will take personal responsibility for managing the visit as far as EQC is concerned so please let me know once you have more information about timing and purpose.

regards
Hugh

On Mon, Sep 27, 2010 at 5:48 PM, 9(2)(a) @dia.govt.nz> wrote:
Hi 9(2)(a) Hugh, 9(2)(a)

Please find attached email from Taiwan's National Science & Technology Center for Disaster Reduction (NCDR). Similar to many others around the world, the Taiwanese colleagues would like to learn from NZ's experience following the Canterbury earthquake. They want to be considerate and not burden us right now when people are still very busy. They are proposing to come over in mid or late November.

I am forwarding this email to you as you have all visited Taiwan before, and might like to reciprocate the kindness you received before. :-) I understand that 9(2)(a) led the reconnaissance team to Taiwan following the 1999 Chi-Chi earthquake. Hugh has been to Taiwan several times, as recently as September 09. 9(2)(a) went to Taiwan with me in October 08. You might like to catch up with some Taiwanese colleagues?

I have not raised this request with my office or MCDEM, as I would like to get some advice and support from you first. Any suggestions or comments would be much appreciated. (I hope that I am not putting too much pressure on you.) Many thanks.

Cheers

9(2)(a)

-----Original Message-----

From: 9(2)(a)
Sent: Sunday, 26 September 2010 4:46 a.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: RE: Greeting from NCDR

Dear 9(2)(a)

Sincerely hope you are able to take a full rest now. Weeks after the big quake, your life possibly comes back to normal track.

9(2)(a) had mentioned several times, "there are a lot of worthy outcomes in New Zealand deserving us to learn." Especially, the prior-disaster preparedness including building codes, aseismic construction, education, training and plans for emergency, are setting the best practices telling the world the importance and effectiveness of disaster risk reduction which has been proved to save many lives. Therefore, I would like to propose a request - a joint team from Taiwan, including NCDR and NCREC, pays a visit to NZ for a learning tour. 9(2)(a) will lead the team personally. But I am not sure the timing is appropriate or not, maybe both you and Peter are still too busy to receive us. The date I suggest is around mid or later November.

Please advise the timing first, then we enter the further stage to finalize the itinerary for the team. Or you and 9(2)(a) have better suggestions.

Regards,

9(2)(a)

National Science & Technology Center for Disaster Reduction

9(2)(a)

e-mail: 9(2)(a)

Tel: +8

Mobile 9(2)(a)

Fax: +886-2-8912-7766

9F., No.200, Sec. 3, Beisin Rd., Sindian City, Taipei County 231, Taiwan

=====
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=====

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 6:03 p.m.
To: 9(2)(a)
Cc:
Subject: RE: Christchurch Earthquake Project (New EQC project)

Hi 9(2)(a)

Rather than have you come back to me, I suggest you budget up to 9(2)(i) at which point you should either stop or alternatively, negotiate a variation of effort with 9(2)(a) or chip in with more of your capability funding.

Hope this helps.

Regards
Hugh

From: 9(2)(a)@canterbury.ac.nz]
Sent: Monday, 27 September 2010 5:54 p.m.
To: 9(2)(a) Hugh Cowan
Cc:
Subject: RE: Christchurch Earthquake Project (New EQC project)
Importance: High

Dear Hugh,

We've reached the budget of 15k EQC contribution (with some of the teams that were supposed to stop the reconnaissance after 4-5 days).

Now, students are getting excited and find very good value in what they are doing; so, some are happy to continue a bit longer. I think they are doing a great job, so I've told them to keep going. To give you a better idea of the particular survey task conducted by a group of structural engineering students, attached is the survey form (details of liquefaction induced damage to residential houses; much more detailed than the EQC screening scheme). They have covered so far 200-300 houses. I hope to double this number. 9(2)(a) this is type of data we need to collect; this will be elaborated to some extent in the proposal, though the proposal will be a terrible read because of insufficient time for preparing it; but, I hope it will convey the importance and needs sufficiently well).

Hugh, I anticipate at the moment that we may get to 20k EQC contribution (instead of the initially planned 15k). Let me know if this is acceptable.

If we hit the 20k limit (maybe next week or never), I will get back to you again.

Regards,
9(2)(a)

Uni of Canterbury Building Settlement Survey

Area (circle):	Avonside / Darlington	Kaiapoi	Bexley / New Brighton	
By:				Date:

Address:				
Liquefaction Severity	None	Low	Moderate	High
Remarks				
Differential Settlement	Line 1	Line 2	Line 3	Line 4
Vertical Drop				
Horizontal Length				
Tilt Angle				
Total Settlement Estimate	High		Low	
Basis of estimate / Remarks				
Damage Survey	Main Structure	Low	Moderate	High
	External Partitions	Low	Moderate	High
	Foundation/Floors	Low	Moderate	High
	Surrounding	Low	Moderate	High
Other Remarks:				

9(2)(a)
 Department of Civil and Natural Resources
 Engineering
 University of Canterbury
 Private Bag 4800, Christchurch 8140
 NEW ZEALAND
 Ph: 9(2)(a)
 Fax: 9(2)(a)
 E-mail: 9(2)(a)@canterbury.ac.nz
 Web: http://www.civil.canterbury.ac.nz

-----Original Message-----
 From: 9(2)(a)
 Sent: Tuesday, 21 September 2010 12:15 p.m.
 To: 9(2)(a) 'Hugh Cowan'
 Cc: 9(2)(a)
 Subject: RE: Christchurch Earthquake Project (New EQC project)

... and here is the attachment.
 Regards,
 9(2)(a)

9(2)(a)
 Department of Civil and Natural Resources
 Engineering
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 Private Bag 4800, Christchurch 8140
 NEW ZEALAND

Ph: +69(2)(a)
Fax: +
E-mail: @canterbury.ac.nz
Web: <http://www.civil.canterbury.ac.nz>
-----Original Message-----
From: 9(2)(a)
Sent: Monday, 20 September 2010 6:15 p.m.
To: 'Hugh Cowan'
Cc: 9(2)(a)
Subject: RE: Christchurch Earthquake Project (New EQC project)
Importance: High

Dear Hugh,

Further to our conversation from last Saturday, please find attached a brief proposal for liquefaction/lateral spreading investigations/research related to the 2010 Darfield Earthquake.

As agreed upon, the research is split in three phases; the first phase including the reconnaissance currently under will be financially supported by EQC and University of Canterbury. We will make all payments initially from department accounts until we receive the requested EQC funds. Budget for Phase A is only included.

Phases B and C are longer term research and for these we will seek funding from the Natural Hazards Platform, ECan and CCC. We will also use research funds from our EQC Capability Programme, and will have in kind contribution from both University of Canterbury and University of Auckland.

This is a very preliminary draft and only indicative for Phases B and C where further more detailed research programme will be developed in due time upon consultation with research partners and geotechnical profession.

Let me know if I have to make amendments and how to proceed from here.

Regards,
9(2)(a)

PS. I've used the Biennial template (didn't know which one is the most appropriate)

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Ph: +69(2)(a)
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E-mail: @canterbury.ac.nz
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-----Original Message-----
From: Hugh Cowan [mailto:hacowan@eqc.govt.nz]
Sent: Saturday, 18 September 2010 8:56 p.m.
To: 9(2)(a)
Subject: RE: Christchurch Earthquake Project (New EQC project)

9(2)(a) am comfortable with scope and budget as proposed. Suggest that you copy 9(2)(a) and 9(2)(a) from now on, incl prev message so they can/may assist with subsequent phases of project. Cheers
Hugh

--- original message ---

From: 9(2)(a)@canterbury.ac.nz>
Subject: Christchurch Earthquake Project (New EQC project)
Date: 18th September 2010
Time: 8:32:26 pm

Hi Hugh,

I will prepare a short proposal as we have agreed upon this morning. The proposal will include three stages, the first one immediate reconnaissance involving 13 students and 5 staff from UC over 1-2 weeks (depending on task).

My preliminary figures for the first stage (geotech reconnaissance) are:

EQC contribution: \$15000 (salaries for 13 students: 711 hours + \$3000 for surveying equipment - GPS units and distance/slope measuring devices).

UC contribution: \$14000 (3 vehicles, 5 staff salaries: 175 hours, technician support ,SWS equipment)

Let me know if the above figure is acceptable (I can reduce student salaries if needed: I've used \$15/hour for 10 students and \$20/hour for 3 team leaders).

Regards,

9(2)(a)

9(2)(a)

Department of Civil and Natural Resources Engineering
University of Canterbury
Private Bag 4800
Christchurch, 8140
New Zealand
Phone: [REDACTED]
Fax: +64 9(2)(a)
Email: [REDACTED]@canterbury.ac.nz

From: Hugh Cowan [mailto:hacowan@eqc.govt.nz]

Sent: Sat 18/09/2010 10:48 a.m.

To: [REDACTED]

Cc: [REDACTED]

9(2)(a)

Subject: RE: Earthquake information and interpretation - A map with links is needed.

Thanks 9(2)(a) it may not be possible at such short notice, but if this summary could be assembled by Monday morning I would appreciate receiving a copy (with whatever caveats may apply) to inform a meeting that EQC will have with Govt officials and Cabinet on Monday afternoon. Many thanks to all those who have been developing our scientific understanding of this event so far. Regards, Hugh

--- original message ---

From: 9(2)(a)
Subject: Earthquake information and interpretation - A map with links is needed.
Date: 18th September 2010
Time: 10:27:48 am

Hi 9(2)(a) and all

Good comments, of course.

Please would someone 9(2)(a) put together a map showing where the instrument stations are, a record of accelerations at each site (could be a link on the map), and a response spectrum for horizontal movement plotted in the conventional way with the 1170 values for all soil types for comparison (could also be a link on the map).

This will give some "factual" information for all to see, and clearly show how complex and variable the situation is. It will also help all of us who are trying to interpret building / infrastructure / liquefaction behaviour in different parts of Christchurch.

It would also be great to flash in front of MPs as a simple visual reminder of the complexity that confronts the interpretation of the meaning of this earthquake.

However, we still need to distil things down to simple statements for those for whom this is enough. Better that than nothing.

Regards to all

9(2)(a)

9(2)(a)

From: 9(2)(a)@gns.cri.nz
Sent: Friday, 17 September 2010 2:15 p.m.
To: 9(2)(a)

Hugh Cowan;

9(2)(a)

Subject: Christchurch spectra versus NZS1170 - The current code does not tell us if an "old" building should be damaged or not.

Hi Guys,

We must not jump to a conclusion for any thing at this moment. Every earthquake surprised many seismologists and engineers and this one certainly does too. Jump to a premature conclusions will hinder out lateral thinking. I may be too negative and a bit grumpy because I haven't had much sleep since the earthquake. Please do not feel being offended.

We also need to compare the design spectra from old codes and the NZS1170.50 (as sent out by GNS and 9(2)(a) is essentially irrelevant to the structures in most parts of the Canterbury as many house and structures were designed long before the current code. The current code does not tell us if an "old" building should be damaged or not. We will have a lot explanations to do after the dust down and after we complete the information collection phase.

I suspect that some records may have been influenced by the dancing of heavy stuff around the instrument or the response of the concrete blocks (where instrument was bolted down) on soggy soil in farm land. It would be absolutely necessary for us to visit strong-motion recording stations and record all the possible damage for both contents as well as any structural damage. I visited quite a few stations but it is important to talk to the people from these stations as most was cleaned up and people did not respond to phone messages. Would any structural engineers and an experienced builder like to joint me for the trip some time next week (if I get approval from my boss who has supported me for many years?

When I was in Canterbury, I even could not get a post-graduate to come with me even though 9(2)(a) tried to help me to find one. The damages at strong-motion stations will give us a very clear picture on the performance of NZ residential houses around the immediate area.

Cheers,
9(2)(a)

9(2)(a)@canterbury.ac.nz>

17/09/2010 13:41

To

Hugh Cowan <HACowan@eqc.govt.nz>,
9(2)(a)

cc

Subject

RE: Christchurch spectra versus NZS1170

Thanks 9(2)(a) for admitting this. I tried my best to convince you guys on this in yesterday's meeting; but could not. For Christchurch the 10% in 50 yrs hazard factor is 0.22, which is in CRUDE terms an indication of design level PGA. We have recorded PGAs in either side of this value in different parts of Christchurch. Based on the response spectra of some records; it is clear that the response demand was much less than (about half) the design level demand for short period structures; slightly less than design level for medium period structures and equal to (or even higher than) the design demand for long period structures. Once we admit this, a lot of things will start making sense. We will find the questions a lot easier to answer:

1. Why little damage in low rise and residential buildings?

Because the demand for these buildings was much less than the design level.

2. Why so much damage in the areas of soft soil?

Because the soft soil has a longer period for which the demand may be equal to (I suspect even greater than in some very soft soils) the design level demand.

3. How have our tall buildings fared in this close-to-design-level event?

I have noticed/observed non trivial damages (including plastic hinges) in tall RC frame buildings (periods likely to be in the range of 1 sec) and we have to admit that most of our tall buildings have performed as well as we expected them to perform in a design level event. One thing we must note is: our design code allows some damage and inelastic response in a design level event; but it does NOT mean they MUST damage significantly in a design level event. It will be interesting to see how many flexible buildings (say taller than 8 storeys) people have noticed/observed not to have incurred any significant damage; personally I have NONE. So far, I have gained access to three buildings falling in these categories and the damage categories I would assign to these buildings is moderate (very close to severe) and minor (very close to moderate), and minor. With several factors built in the design process (to increase the demand or reduce the capacity) it is not a surprise that the tall buildings have seen off this event by having minor-moderate damage. Isn't this what we expect from our structures?

4. Are we likely to have a bigger earthquake?

Certainly YES, but based on my several conversations with seismologists a bigger earthquake in the Alpine fault does not result in similar level of PGA in Christchurch (using the available attenuation relationship) but the duration of shaking is likely to be longer. Again, the shaking is likely to be dominated by low frequency (i.e. longer duration) as the high frequency components may be filtered out or restrained while travelling for a long distance. Hence, a bigger earthquake in the Alpine fault may not necessarily be more damaging to the low period buildings (which dominates our building stock).

5. Are we likely to have more damaging (note this does not necessarily mean bigger) earthquakes?

Possible (not necessarily probable), but mainly for low rise and residential buildings which have periods less than 0.25 sec; but the same cannot be said about the soft soils and flexible high rise structures. To have a shaking to induce a design level demand from high frequency (low period) structures, the source should be at a closer distance and some forward directivity effect may help. Maybe another rupture of an unknown fault in the Canterbury plains at a closer distance?

I know not everybody will buy into these, but to me these are plausible conclusions based on my limited knowledge, experience, and observation. I am always open to learn more, so please do respond if you have more plausible explanations for the different levels of damage for different types of structures/soils we have observed so far.

Cheers

9(2)(a)

9(2)(a)

Department of Civil and Natural Resources Engineering
University of Canterbury
Private Bag 4800
Christchurch 8020, New Zealand

Ph: 9(2)(a)

Fax: 9(2)(a)

<<http://www.civil.canterbury.ac.nz/staff/rdhakal.asp>> [http://www.civil.canterbury.ac.nz/staff/9\(2\)\(a\)](http://www.civil.canterbury.ac.nz/staff/9(2)(a))

From: 9(2)(a)@gns.cri.nz
Sent: Friday, 17 September 2010 10:07 a.m.

9(2)(a)

Hugh Cowan

Subject: Re: Christchurch spectra versus NZS1170

Hi 9(2)(a)

Thanks for these plots - they are very important in my mind. It suggests the event has been much closer to the 10% in 50 yr event than is currently being discussed around town. That has major implications into the thinking behind build-back, tolerable impact, and guidelines, including the heritage buildings. I will circulate this to others because there is a current perception that the building stock only experienced about 30-60% of the 500 year demand. I would be interested in the records on firm ground class also - to try to reconcile the lack of damage on firm soil sites in the west of the city.

Regards, 9(2)(a)

----- 9(2)(a) /GNS wrote: -----

To: 9(2)(a)@GNS

From: 9(2)(a) /GNS

Date: 16/09/2010 18:23

cc: 9(2)(a)@GNS, 9(2)(a) /GNS@GNS, 9(2)(a) /GNS@GNS

Subject: Christchurch spectra versus NZS1170

9(2)(a) and others

I attach a spreadsheet showing plots of spectra in Christchurch City (and Kalapoi) compared to NZS1170 Class D Deep or Soft Soil $Z=0.22$ $R=1$ (i.e. 500-yr return period). Sites closer to the source than Riccarton High School are not included. The spectra are as recalculated with record-specific filter bands by 9(2)(a) 9(2)(a) so may vary slightly from those on the Geonet website. For the periods plotted (up to 4.5s, as covered by NZS1170), I expect any differences to be minor.

The first plot includes both horizontal components, the second the larger of the two horizontal components at each period, and the third the larger component for four sites near the central city. Some sites likely to have been affected by liquefaction are excluded.

NZS1170 spectra are for the stronger component.

All plots show the geometric mean ("median") of all the sites included in each plot.

The spectra standing out well above the others at short period are for Heathcote Valley School. Its spectra are the weakest at periods beyond 1s. It may well be sited on a wedge of colluvium, as it is at the base of the Port Hills, near to the entrance to Lyttelton tunnel. The historic hotel that was demolished was only about 200-300 metres down the road.

The median of the four central city spectra are close to NZS1170 $R=1$ values from about 0.25s to 1s, and stronger than NZS1170 for periods of about 1.5s and stronger, considerably so for periods above about 2s.

Regards

9(2)(a)

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Please refer to <http://www.canterbury.ac.nz/emaildisclaimer> for more information.

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 5:00 p.m.
To: 9(2)(a)
Subject: Powerpoint
Attachments: RFP.ppt

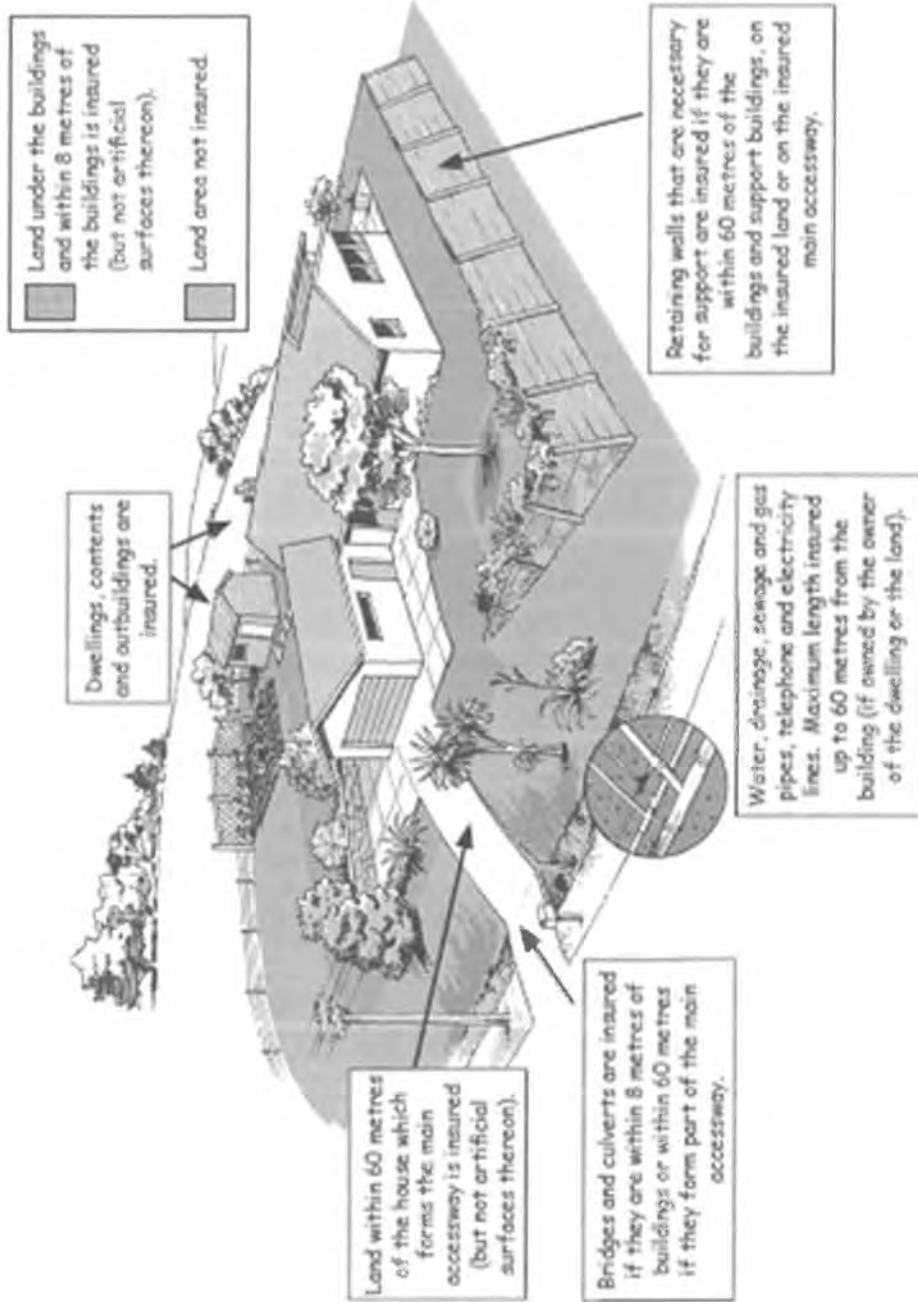
9(2)(a)

We do not have a "standard" template but we do have an official logo. Example attached.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)

Scheme Coverage



Marija Bakulich

From: Hugh Cowan
Sent: Monday, 27 September 2010 4:52 p.m.
To: 9(2)(a)
Subject: RE: Emergency procurement advisory note
Attachments: CHCDOC01-#250486-v4-PMO__RFP_document.DOC; img-9270019-0001.pdf

9(2)(a)

The RFP document in PDF and Word formats

Regards
Hugh



EARTHQUAKE COMMISSION
KŌMIHANA RŪWHENUA

REQUEST FOR PROPOSAL

CE001

FOR

REINSTATEMENT PROJECT MANAGEMENT

TABLE OF CONTENTS

SECTION A – OVERVIEW	4
1 INTRODUCTION	4
2 DESCRIPTION OF REQUIREMENTS	5
Overview.....	5
Scope of services.....	5
<i>Risks to be addressed</i>	7
<i>Phases of the Reinstatement Project</i>	8
SECTION B – THE RFP PROCESS	9
3 TIMETABLE	9
4 COMMUNICATION	9
Communication with respondents	9
RFP questions	10
Additional information and clarification	10
5 SUBMISSION OF RESPONSES	11
RFP responses.....	11
Late RFP responses	11
Joint proposals	12
Proposal validity	12
Pricing and GST	12
Alternative proposals	12
6 RFP CONDITIONS	13
Rights reserved by EQC	13
Canvassing	14
EQC liability for your information disclosed.....	14
Subject to contract	14
RFP responses complete and accurate.....	15
Shortlisting and negotiations	15
Confidentiality	15
Copyright.....	16
Probity of RFP procedures	16
RFP costs.....	16
Advertising	17
Governing law.....	17
Conflicts of interest	17
Acceptance of gifts.....	17
7 RFP EVALUATION	18
Evaluation criteria.....	18
SECTION C – INFORMATION REQUIRED FROM RESPONDENTS	20
8 INSTRUCTIONS	20
9 CONTACT DETAILS AND COMPANY INFORMATION	20
10 PROPOSED METHODOLOGY AND RELEVANT EXPERIENCE	22
11 BUSINESS RELATIONSHIP	27
12 FINANCIAL CAPABILITY	28
13 INSURANCE DETAILS	29
14 PRICING	30

15 ASSUMPTIONS	31
FORM OF RESPONSE	32

SECTION A – OVERVIEW

1 INTRODUCTION

- 1.1 The purpose of this Request for Proposal (“RFP”) is to invite external companies (respondents) to submit proposals to EQC for the provision of project management services in relation to reinstatement works following the earthquake which occurred in Canterbury on 4 September 2010 (including aftershocks up to and including 4 October 2010, the *Canterbury Earthquake*), together with information on their programme/project management expertise and pricing in providing such services.
- 1.2 Following the evaluation of the RFP responses, EQC may:
 - (a) Enter into negotiations with preferred supplier(s),
 - (b) Conclude the process without awarding any contracts, and/or
 - (c) Conclude the process by awarding one or more contracts with one or more respondents.
- 1.3 This RFP consists of the following:
 - **Section A – Overview:** Provides background information, instructions and conditions for responding to this RFP.
 - **Section B – RFP Process:** Sets out the conditions and requirements of this RFP process, together with the evaluation process and criteria.
 - **Section C – Information Required from Respondents:** Sets out the information required to be in your RFP response.

2 DESCRIPTION OF REQUIREMENTS

This section describes the service under consideration. All respondents will detail how they propose to provide the services outlined here.

Overview

- 2.1 The task of reinstating (by repair or rebuild) residential homes, contents and land affected by the Canterbury Earthquake is a massive project, and one whose scope is still to become clear.
- 2.2 Specifically, the Earthquake Commission (EQC) is expecting to face in the order of 60-70,000 claims for work under \$100,000, exclusive of GST¹, (its mandated limit), with about 75,000 claims in total made to date. Most will involve building repair work.
- 2.3 In line with Government policy in response to the Canterbury Earthquake, EQC is likely to exercise its statutory option to reinstate residential buildings and contents damaged, rather than pay cash settlements. EQC is also considering with central Government how best to handle claims for damaged land. EQC also wishes to give effect to Government policy aimed at rebuilding a resilient and stable community in Canterbury.
- 2.4 To this end, EQC wishes to bring together one or more professional teams to manage the reinstatement of a substantial number of the accepted EQC residential building claims which involve some form of structural repair or a moderate level of damage, but are below the \$100,000 limit (typically, the cost of these repairs will be in the \$10,000 to \$100,000 range). Claims above this level will be handled by commercial insurers in accordance with their policies and are therefore out of scope.
- 2.5 This RFP and the reinstatement project are matters of some urgency, but against the backdrop of a developing legislative and policy landscape. EQC accordingly reserves the right to adapt and be flexible as the exercise of its statutory functions develop to deliver the best response to the Canterbury Earthquake and honour EQC's statutory obligations and also its reinsurance commitments.

Scope of services

- 2.6 EQC requires the services of one or more Project Management Organisations (a *PMO*) to acquire and manage the resource required to undertake the reinstatement of properties (but not land or contents) damaged in the Canterbury Earthquake. The reinstatement project will be undertaken in phases, as described in paragraphs 2.14 to 2.15 below.
- 2.7 EQC is currently considering 2 alternative models for the PMO's responsibilities:
Full responsibility model: The PMO, as project manager, has full responsibility for the reinstatement works (including engaging contractors, and liability for defective works).

¹ All dollar figures in this RFP are exclusive of GST, if any.

- Project management model:** The PMO project manages the reinstatement works on EQC's behalf without liability for defective works that have been properly managed. Under this model the PMO is likely to be contracting with trades-people on EQC's behalf.
- 2.8 Subject to pricing, EQC's preference is the Full responsibility model because any liability for defective reinstatement work is passed on to the PMO.
- 2.9 Respondents are requested to consider and respond on each PMO model. However, a respondent need only respond on one PMO model if it does not wish to be considered for the other model.
- 2.10 In each case (and subject to the model philosophy above) the scope of the services is to:
- (a) Act as a prime contractor – in effect a one stop shop for the management and delivery of reinstatement of properties damaged in the Canterbury Earthquake (following approval from EQC to act on a property owner's claim) where EQC has accepted the claim. The PMO's responsibilities do not cover land reinstatement.
 - (b) Establish a governance framework to manage successful delivery and key issues including time, cost/value, quality, scope and any conflict of interest (implementing a system of checks which will stand up to scrutiny and allows for fair selection of resources involved in reinstatement).
 - (c) Source, sub-contract and manage an adequate number and range of skilled contractors to deliver the requirements of this RFP (e.g. building design, construction, repair, quantity surveying etc).
 - (d) Develop and agree an incentive mechanism to incentivise contractors to perform to the best of their abilities in order to maximise overall value for money (incentives should support improved time delivery, cost, quality, customer satisfaction etc).
 - (e) Programme/project manage the reinstatement of all accepted EQC residential building claims nominated by EQC in the Canterbury Earthquake Zone, including:
 - (i) Securing and maintaining adequate resources (obtaining sufficient resources at management and repairer level to ensure the reinstatement is completed in a timely and effective manner)
 - (ii) Ensuring a Design and Build approach is taken to the reinstatement – where the designer and the builder (if they are not the same person) work jointly to maximise efficiencies
 - (iii) Providing quality assurance, to ensure the work is carried out to a high standard and meets all required building and construction standards, including the consenting and certification requirements.
 - (iv) Developing and agreeing a needs based prioritisation methodology with EQC and central and local Government.
 - (v) Developing and approving a Programme of Works/Implementation plan including a project plan with timelines and key deliverables
 - (vi) Managing change control, and
 - (vii) On-going management and review of the Programme/project as priorities/circumstances change/evolve i.e. managing the unknowns.

- (f) Negotiate with EQC a suitable mandate to provide the PMO with sufficient authority to manage these claims for EQC.
 - (g) Ensure a single point of responsibility for stakeholders (including for example affected homeowners, construction industry, local government, insurance companies) in each defined locality based on need, while working with and coordinating a team of accredited builders, suppliers, trades people, consultants and other building/support professionals.
 - (h) Ensure equity and value is maintained throughout the process, through the development of an approved pricing methodology.
 - (i) Ensure that jobs are well controlled, through a proven system to manage the costs and payments for each claim including variations.
 - (j) Contract with trades-people and others in such manner as to avoid any EQC exposure to further claims including for poor work and defects.
 - (k) Provide adequate reporting to EQC – regular reports on state of reinstatement projects (time, cost, quality, scope, customer satisfaction etc).
 - (l) Manage appropriately any conflicts of interest (perceived and actual).
 - (m) Otherwise act at all times professionally and with the utmost competence so as to minimise any scope for criticism of the reinstatement process or exposure of EQC to increased liability.
- 2.11 The PMO will be required to indemnify EQC for any breach of the PMO's contractual obligations and duties – a requirement reflecting EQC's statutory liability.
- 2.12 EQC reserves the right to amend the scope and nature of the PMO's role and services as it considers appropriate in relation to the discharge of its statutory function and obligations.

Risks to be addressed

- 2.13 The following risks are required to be addressed by the PMO:
- (a) Repair priorities should be managed on the basis of need (prioritisation methodology/ programme to be approved by EQC) as opposed to the prospect of many thousands of homeowners attempting to compete against each other for repairers on the basis of first come first served, or highest bidder wins.
 - (b) Accountability for the reinstatement works will rest with EQC, in accordance with its statutory role.
 - (c) Management of programme priorities to ensure fair and equitable treatment of property/homeowners based on the agreed needs/prioritisation methodology (manage any stakeholder queries/appeals on priorities).
 - (d) Effective specification of the scope of each set of works to be delivered.
 - (e) Effective management of Conflicts of Interest (both perceived and actual) between stakeholders.
 - (f) Ensuring the maximum number of properties are habitable (to agreed standards) as soon as possible, and by a date to be determined by EQC (following consultation).

- (g) All repairs/construction related activities meet required standards and achieve successful code of compliance.
- (h) Final repairs and costs, demonstrate good value for money and can withstand scrutiny.
- (i) Effective management of quotes for work/claims to ensure there is no exaggeration and that the quotes/claims are valid.
- (j) Effective management of safety, security and environmental/sustainability impacts.
- (k) Control of repair labour costs and quality is achieved by the engagement by repair firms of reputable trades-people. The only way for a person to secure EQC repair work would be by contracting to the PMO and adhering to their requirements and any further requirements of EQC. However, where the PMO considers it appropriate, the PMO may facilitate reinstatement works to buildings using qualified trades-people procured by the property owner.
- (l) Avoiding "desertification" (the phenomenon whereby people walk off their property, leaving it in its damaged state). EQC's aim in reinstating damaged properties reflects Government policy of rebuilding a resilient and stable Canterbury.
- (m) This RFP does not include services for the acceptance of insurance claims under the Earthquake Commission Act 1993.

Phases of the Reinstatement Project

2.14 The following phases are currently planned:

Phase 1: Developing policies, protocols and processes with EQC for the reinstatement work (including PMO governance and interaction with EQC and the various stakeholders) setting of priorities, reporting, deliverables and critical path timeline), in each case in line with any relevant Government policies and mandates.

Phase 2: Resourcing the reinstatement work and managing the reinstatement process.

2.15 It is expected that as planning progresses further specific sub-phases will be identified.

SECTION B – THE RFP PROCESS

3 TIMETABLE

3.1 The anticipated timetable for this RFP process is as follows:

Activity	Date
Release RFP	27 September 2010
Briefing/Teleconference between EQC and interested bidders	28 September (Time TBA)
RFP questions close (Refer paragraph 4.4)	1 October 2010 – 9 am
RFP closes	4 October 2010 – 9.00am
RFP evaluation	4 – 6 October 2010
Respondents notified of shortlisted providers	7 October 2010
Contract negotiations	8 October 2010
Contract commencement	TBA

3.2 Respondents are to note that this timetable is indicative only, and may be subject to change at the sole discretion of EQC. All respondents will be notified of any changes to the timetable by the Authorised Representative.

4 COMMUNICATION

Communication with respondents

4.1 Respondents may ask any question in relation to this RFP as referred to in paragraph 4.4.

4.2 All communication/correspondence between any respondent and EQC will be conducted in writing through the following authorised person:

EQC Authorised Representative

Hugh Cowan

Research Manager

Earthquake Commission

PO Box 790

Wellington

E-mail address: hacowan@eqc.govt.nz

Tel: (9)2(a)

- 4.3 EQC will not be bound by any statement, written or verbal made by any person other than the EQC Authorised Representative stated in this section. The EQC Authorised Representative is the only person authorised to make representations or explanations regarding this RFP document.

RFP questions

- 4.4 All questions are to be submitted in writing to the Authorised Representative as stated in paragraph 4.2 of this RFP document. Respondents may submit written questions to clarify issues relating to the RFP up to 9am 1 October 2010. Questions and answers which EQC deems are important to the RFP will be published to all respondents at EQC's discretion. Any questions received after this time/date may not be responded to.

Additional information and clarification

- 4.5 Responses to respondent requests for clarification that relate solely to one respondent will be provided to the respondent requesting the clarification. All other clarifications issued by EQC will be provided to all respondents by way of a Notice to Respondents ("NTR"). All notices issued by way of clarification or answers to questions sent to respondents will become part of this RFP.

5 SUBMISSION OF RESPONSES

RFP responses

5.1 The RFP will close at 9.00am on 4 October 2010.

5.2 The place of closing is:

Level 20

Majestic Centre

100 Willis Street

WELLINGTON

5.3 Responses must be submitted in the format at Section C, and must be clear, legible and provide all information requested in this RFP document.

5.4 Responses must:

(a) Be received on or prior to the time and date stipulated as the closing date

(b) Be placed in a sealed envelope clearly marked "**Request for Proposal - CE001 - Reinstatement Project Management**" and marked "Commercial in Confidence"

(c) Be delivered to the place of closing, marked for the attention of the contact name, and

(d) Comprise 6 original copies and one unbound copy.

5.5 EQC will accept faxed responses and emailed responses before 9 am (provided that emails are sent as a PDF), and provided the originals arrive on the same day.

5.6 Any response received by EQC that does not conform to all or any of the above conditions may be rejected during evaluation at the sole discretion of EQC.

5.7 Due to the urgency of the situation, EQC are unlikely to be able to extend the closing date.

5.8 You may attach any supporting material that you wish to your proposal. Please make sure that it is clearly labelled, and summarise any attachments in a covering letter.

Late RFP responses

5.9 EQC reserves the right to receive and consider a late RFP submission; however, as a general rule, any response received at the place of closing after the closing time, for whatever reason, may not be considered.

Joint proposals

- 5.10 Joint proposals, whereby an organisation invited to submit a proposal elects to form an alliance with another organisation with the purpose of improving capability to offer the services specified in this RFP, are permitted, provided that full disclosure is given of the alliance, and the manner in which the delivery of the specified services/products will be apportioned and administered.
- 5.11 In such a submission, the proponents are jointly and severally liable.
- 5.12 One of the joint proponents must be identified as the contact point for all communications with EQC relating to the proposal.

Proposal validity

- 5.13 Every proposal will be a continuing offer and irrevocable until 30 November 2010, or such later date as EQC may agree with you.

Pricing and GST

- 5.14 Any rates or prices quoted should be exclusive of GST and in New Zealand dollars.

Alternative proposals

- 5.15 This RFP requests indicative proposals on how the services might be delivered, but EQC may consider alternative proposals. Any alternative proposal should clearly identify the commercial advantage and 'value added' offered.
- 5.16 Any respondent that submits an alternative proposal must also submit a conforming proposal.

6 RFP CONDITIONS

Rights reserved by EQC

- 6.1 EQC reserves the right to:
- (a) reject all or any RFP response and not award and not accept the lowest-priced response;
 - (b) Call and/or re-advertise for RFP responses or revisit any prior ROI process;
 - (c) Waive any irregularities or informalities in the RFP process;
 - (d) Amend the closing date, the acceptance date, or any other date in the RFP document;
 - (e) Amend this RFP and any associated documents by the issuance of a written amendment notice;
 - (f) Seek clarification of any RFP response;
 - (g) Suspend or cancel (in whole or in part) this RFP process;
 - (h) Consider or reject any alternative RFP response;
 - (i) Deal separately with any of the divisible elements of any RFP response, unless the relevant RFP response specifically states that those elements must be taken collectively;
 - (j) Enter into discussions and/or negotiations with any respondent at any time, and upon any terms and conditions, before or after acceptance of an RFP response;
 - (k) Conduct a financial check on any respondent submitting an RFP response;
 - (l) Obtain similar goods/services from any third party and not deal exclusively with any respondent under this RFP process; and
 - (m) Meet with any respondent before and/or after the RFP closes and prior to the award of any contract.
- 6.2 EQC will not be bound to give any reasons for decisions made as a result of this RFP or as an outcome of the RFP evaluations.

- 6.3 It is EQC's preference that one contract be awarded for the services. However, EQC may, in its sole discretion, decide to divide the services and award different contracts for different services. The terms of this RFP do not guarantee the successful respondent any volume, value, or the placement of any orders.

Canvassing

- 6.4 In respect of this RFP, respondents will not canvass any EQC employees, contractors, consultants, board member or anyone who has a direct working relationship with EQC, other than the Authorised Representative stated in paragraph 4.2. Any respondent found to be canvassing or have canvassed any EQC employee, contractor, consultant, board member or anyone who has a direct working relationship with EQC, other than the Authorised Representative, regarding this RFP may be excluded from further consideration.

EQC liability for your information disclosed

- 6.5 While EQC endeavours to supply correct information, it disclaims, to the extent allowed by law, any liability (including without limitation in contract or in tort, including negligence or in equity) to any respondent or other person if they rely on any information provided by EQC in relation to this RFP.
- 6.6 Those submitting RFP responses will be deemed to have:
- (a) Examined this RFP and all documents referenced (if any);
 - (b) Considered all the risks, contingencies and other circumstances that may have an effect on their RFP response; and
 - (c) Satisfied themselves as to the correctness and sufficiency of their RFP response, including the pricing structure offered.

Subject to contract

- 6.7 All parties submitting an RFP response agree that:
- (a) A contract is only formed between EQC and the successful respondent when EQC executes such a contract covering the relevant services;
 - (b) No legal or other obligations shall arise between a respondent and EQC in relation to this RFP or the process, conduct or outcome of the RFP;
 - (c) This RFP, and any response to it, does not create any form of process contract between EQC and any respondent or potential respondent;
 - (d) This RFP and any provision contained in it does not give rise to a separate contract between EQC and that party; and

- (e) Nothing in this RFP, or in the relationship of EQC and that party, imposes any duty of care on the Crown or EQC, and any such duty of care is expressly excluded.

6.8 The form of contract will be provided to shortlisted parties when it is available.

RFP responses complete and accurate

6.9 All information provided by respondents in their responses is warranted by each respondent to be complete and accurate in all material respects. The respondent also warrants to EQC that the provision of information to EQC, and the use of it by EQC for the evaluation of RFP responses and for the negotiation and implementation of a contract, will not breach any third-party intellectual property rights. Respondents will be responsible for verifying the accuracy and adequacy of information supplied by or on behalf of EQC.

6.10 EQC is under no obligation to check any RFP response for errors. Acceptance of an RFP response that contains errors will not invalidate any contract that may be negotiated on the basis of that RFP response.

Shortlisting and negotiations

6.11 Where there is a decision to shortlist and proceed to negotiation, the preferred respondent(s) will be notified of their preferred status and the expected timeframe for negotiations.

6.12 Other respondents will be notified that their RFP responses:

- (a) Have been unsuccessful; or
- (b) Are shortlisted but not preferred. In this case, the respondent will be asked to confirm that their RFP response remains open for the period of negotiation with the preferred respondent(s).

6.13 Any failure to reach agreement between EQC and the preferred respondent(s) may result in a re-evaluation of other shortlisted respondents. Contract negotiation may then commence with the respondent selected from this re-evaluation.

6.14 This re-evaluation process will be repeated until a successful respondent is accepted, or until EQC elects to cancel the RFP process.

6.15 EQC is not bound to draw up a shortlist nor negotiate with any respondent.

Confidentiality

6.16 EQC undertakes to keep confidential any information marked "Commercial in Confidence" provided to EQC by the respondent/s prior to the award of a contract and, in respect of unsuccessful respondents, after contract award.

6.17 The obligation of confidentiality in paragraph 6.16 does not apply if the confidential information:

- (a) Is disclosed by EQC to its consultants, advisors or employees solely in order to consider or progress the RFP responses;
 - (b) Is disclosed by EQC to its responsible Minister;
 - (c) Is disclosed by EQC, in response to a request under the Official Information Act 1982;
 - (d) Is information EQC is authorised to disclose by law; or
 - (e) Is in the public domain otherwise than due to a breach of paragraph 6.16.
- 6.18 This RFP, and the information supplied by EQC (either itself or through its consultants or advisors) in connection with this RFP, is confidential. You must not release or disclose any of the information to any other person (other than your employees or advisors) without the prior written consent of EQC.
- 6.19 Respondents are advised that EQC is subject to the Official Information Act 1982, and respondents should make their responses "Commercial in Confidence" if they wish to protect specific information. EQC cannot, however, guarantee that information marked as such can be protected if EQC receives a request for information under that Act.

Copyright

- 6.20 Copyright in every document (electronic and paper) comprising this RFP belongs to EQC. All rights are reserved. This RFP document must be kept secure, and must not be used, stored, copied or passed on in any form by any means without EQC's prior written consent in each case.

Probity of RFP procedures

- 6.21 Should any respondent consider that they have been prejudiced by any breach of the terms of this RFP or any other relevant principles affecting the RFP process and/or evaluation of RFP responses, the respondent must provide immediate notice of the alleged breach to EQC's Authorised Representative listed in paragraph 4.2. The respondent should include in their notification the issues in dispute, the impact upon the respondent's interest, any relevant background information and the outcome they seek to desire.

RFP costs

- 6.22 You must pay your own costs of preparing and submitting your RFP response, including, but not limited to, all costs relating to any:
- (a) Communication and/or negotiation with EQC;
 - (b) Meetings or interviews with, or presentation to EQC; and/or
 - (c) Site inspections/visits.

- 6.23 EQC will not be liable for any costs, damages or losses (including legal and expert costs) incurred by any respondent or potential respondent in preparing any response to this RFP.

Advertising

- 6.24 No advertisement or other information relating to this RFP process, or any contract that may arise out of it, shall be published in any newspaper, magazine, journal or other advertising media, or broadcast/disseminated by radio, television or other electronic media, without the prior written approval of EQC.
- 6.25 EQC has a statutory obligation to advertise and declare the outcome of the RFP under the Government's Post-Award Transparency Policy to improve the transparency of procurement processes in Government departments. The award of this RFP will be published on the Contracts Awarded page of the EQC website.

Governing law

- 6.26 This RFP is governed by the law of New Zealand, and the New Zealand courts have exclusive jurisdiction as to all matters relating to this RFP.

Conflicts of interest

- 6.27 Respondents should disclose any actual or perceived conflicts of interest in relation to the reinstatement project, whether arising now or in the future. Please also address how these will be managed.

Acceptance of gifts

- 6.28 In compliance with EQC policy, gifts, inducements, promotional products or services, etc. must not be offered to EQC Commissioner, employee, agent, consultant, or contractor acting on behalf of EQC at any time. Any respondent attempting to provide gifts, inducements, promotional products or services to any EQC employee, agent, consultant, board member or contractor acting on behalf of EQC may be disqualified from the RFP process.

7 RFP EVALUATION

Evaluation criteria

7.1 RFP responses will be assessed against EQC's evaluation criteria, in its absolute and sole discretion.

7.2 Factors that will be taken into account when evaluating submissions will include, but will not necessarily be limited to, the following. Please note that the factors listed below are not in any order of priority or weighting:

Capability

- (a) Organisational experience and capability, team and key personnel including their individual capability, experience and role
- (b) Other value-added services
- (c) Quality Assurance ("QA")
- (d) Capacity to manage the programme/project
- (e) Proposed Incentive mechanism for contractors
- (f) Programme Management methodology and software systems and other project management tools
- (g) Quality of systems
- (h) Financial capability

Management of Stakeholders

- (i) Collaboration with communities
- (j) Approach to setting a single point of responsibility for stakeholders

Governance and Risk Management

- (k) Proposed governance framework
- (l) Proposed reporting framework
- (m) Management of conflicts of interest (perceived and actual)
- (n) Developing the relationship with EQC to make this project a success
- (o) Approach to risk management

Cost

- (p) Cost
- (q) Ensure equity and value (approach to establishing an approved pricing methodology)
- (r) System to manage the costs and payments for each claim including variations.
- (s) Financial controls and reporting

Location

- (t) Location of team(s)
- (u) Possibility of co-location with EQC teams in Wellington and Christchurch

Utilisation of NZ resources

- (v) Policy of utilising NZ resources (both for labour and materials) where such resources exist and are available in NZ, subject to any obligations under any Fair Trade Agreement or any other binding arrangement.

SECTION C – INFORMATION REQUIRED FROM RESPONDENTS

8 INSTRUCTIONS

- 8.1 You are required to answer each question in this section. You must use this numbering system in your response and respond in the same sequence. Where a question is not relevant to your RFP response, you must indicate "N/A" or "Not Applicable" against the respective question number in your RFP response. If the question invites you to comment and you choose not to, then you must indicate "No Comment" against the respective question number in your RFP response.
- 8.2 The RFP response form contained in this section must be completed, signed and returned, along with your responses to the questions.
- 8.3 Any partial compliance or non-compliance with requirements must be clearly described in your response.
- 8.4 Note: Please expand the boxes to accommodate your response.

Your response should clearly state:

- whether you are responding for the Full responsibility and/or Project management models outlined in paragraph 2.7 of this RFP; and
- how your response differs in each section for each model.

9 CONTACT DETAILS AND COMPANY INFORMATION

All respondents are required to provide the following information:

Information required	Respondent information
Company Trading Name	
Company Legal Name	
Address details	
Company contact (this is the person that EQC will contact for any queries relating to this RFP)	
Company negotiation contact (person with sufficient authority to negotiate on your company's behalf without reference to other parties either overseas or in New Zealand)	
Finance contact (person responsible for all finance/invoice queries)	
Detail of any existing or past relationships with EQC	
Information on any sub-contractor involved	

in delivering these services on your behalf	
Location of Project Management Office for delivery activities covered by this RFP	

10 PROPOSED METHODOLOGY AND RELEVANT EXPERIENCE

Information required	Respondent information
Outline the experience that your organisation has that is relevant to the performance of the services sought by EQC in this RFP	
Provide the name, title and phone number for suitable referees (please advise the referees that EQC can contact) who have had a relevant and significant contractual relationship with your organisation	
2.10(a): How you propose to act as a Prime Contractor to become a one stop shop for the management and delivery of reinstatement of nominated properties damaged in the "Canterbury Earthquake 2010"	
2.10(b): Provide a high-level governance framework and outline your approach to developing this further. The framework should include management of time, cost/value, quality, scope and any conflict of interest (implementing a system of checks which will stand up to scrutiny and allows for fair selection and allocation of resources involved in reinstatement)	
2.10(c): Detail how you propose to source, subcontract and manage an adequate number and range of skilled contractors to deliver the requirements of this RFP (e.g. building design, construction, repair, quantity surveying etc)	
2.10(d): Your outline approach to developing and agreeing an incentive mechanism to incentivise contractors to perform to the best of their abilities in order to maximise overall value for money (incentives should support improved time delivery, cost, quality, customer satisfaction etc)	

<p>2.10(e): Outline your Programme Management methodology to manage the reinstatement of all EQC rebuild claims in the Canterbury Earthquake Zone nominated by EQC, including, but not limited to:</p> <ul style="list-style-type: none"> (i) - Securing and maintaining adequate reinstatement resources (obtaining sufficient resources at management and repairer level to ensure the reinstatement is completed in a timely and effective manner) (ii) - ensuring a Design and Build approach to the construction/repair – where the designer and the builder (if they are not the same person) work jointly to maximise efficiencies (iii) - Quality assurance – to ensure the work is carried out to a high standard and meets all required building and construction standards, including the consenting and certification requirements. (iv) - Development and agreeing a needs based prioritisation methodology with EQC and central and local Government (v) - Developing and approving a Programme of Works/Implementation plan including a project plan with timelines and key deliverables (vi) - Management of change control (vii) - On-going management and review of the Programme as priorities/circumstances change/evolve i.e. managing the unknowns 	
<p>2.10(f): Outline the mandate you require from the EQC in order to manage these claims on its behalf</p>	
<p>2.10(g): Outline how you will establish a</p>	

<p>single point of responsibility for stakeholders (including for example affected homeowners, construction industry, local government, insurance companies) in each defined locality based on need, while working with and coordinating a team of accredited builders, suppliers, trades people, consultants and other building/support professionals</p>	
<p>2.10(h): Outline how you will ensure equity and value is maintained throughout the process and your approach to establishing an approved pricing methodology</p>	
<p>2.10(i): Outline how you will ensure that jobs are well controlled and identify/explain your proven system to manage the costs and payments for each claim including variations</p>	
<p>2.10(j): Outline how you will contract with trades people and others in such manner as to avoid any EQC exposure to further claims including for poor work and defects</p>	
<p>2.10(k): Outline your proposed reporting framework for comprehensive and timely reports to EQC – including reporting on state of reinstatement projects (time, cost, quality, scope, customer satisfaction etc)</p>	
<p>2.10(l): Identify how you will manage any Conflicts of Interest (perceived and actual)</p>	
<p>2.13: Outline your approach to risk management, taking account of the following requirements:</p> <p>(a) Repair priorities should be managed on the basis of need (prioritisation methodology/ programme to be agreed with EQC) as opposed to the prospect of many thousands of homeowners attempting to compete against each other for repairers on the basis of first come first served, or</p>	

<p>highest bidder wins</p> <p>(b) That accountability for the reinstatement works will rest with EQC in accordance with its statutory role</p> <p>(c) Management of programme priorities to ensure fair and equitable treatment of property/homeowners based on the agreed needs/prioritisation methodology (manage any stakeholder queries/appeals on priorities)</p> <p>(d) Effective specification of the scope of each set of works to be delivered</p> <p>(e) Effective management of Conflicts of Interest (both perceived and actual) between stakeholders</p> <p>(f) Ensuring the maximum number of properties are habitable (to agreed standards) as soon as possible, and by a date to be determined by EQC (following consultation)</p> <p>(g) All repairs/construction related activities meet required standards and achieve successful code of compliance</p> <p>(h) Final repairs and costs, demonstrate good value for money and can withstand scrutiny</p> <p>(i) Effective management of fraudulent or exaggerated claims</p> <p>(j) Effective management of safety and environmental/sustainability impacts</p> <p>(k) Control of repair costs and quality is achieved by the engagement by repair firms of reputable trades-people. The only way for a person to secure EQC repair work would be by contracting to a PMO and adhering to their requirements (and any further requirements of EQC). However, where the PMO considers it appropriate, the PMO may facilitate reinstatement works to buildings using qualified trades people procured by the property owner.</p> <p>(l) Avoiding "desertification" (the phenomenon whereby people walk off</p>	
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<p>their property, leaving it in its damaged state)</p> <p>Describe the dispute resolution process you intend to provide to resolve disputes between EQC claimants and your organisation</p>	
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In the course of evaluating your RFP response EQC reserves the right to obtain information from any relevant company, organisation or person whether or not named by you in your response to this RFP.

11 BUSINESS RELATIONSHIP

Information required	Respondent information
Describe in detail how you would manage and develop the relationship with EQC to make this project a success	
Does your organisation operate a Quality Assurance ("QA") programme? If yes, please provide details of your QA programme within your appendices. What would be the benefits of the QA programme to EQC in managing the project?	

12 FINANCIAL CAPABILITY

- 12.1 Shortlisted respondents will be required to establish to EQC's satisfaction their financial capability to perform under the contract and their on-going solvency. Audited financial statements will be required.

- 12.2 EQC may use an independent credit rating or other organisation to conduct financial assessments and reports. For this assessment to be completed, a representative from such an organisation may contact you concerning the financial information that you provide to EQC.

13 INSURANCE DETAILS

EQC will require insurance appropriate for the goods or services contemplated by this RFP e.g. public liability, professional indemnity etc. Insurance confirmations and relevant certificates will be required from shortlisted respondents.

14 PRICING

14.1 Please provide a detailed pricing offer below for your performance of the PMO role, including:

- (a) Pricing rates and structure (including any rebates or discounts, caps, mobilisation charges, disbursements etc); and
- (b) Payment terms.

14.2 NOTE: All pricing is to be in New Zealand dollars and exclusive of GST.

15 ASSUMPTIONS

Detail any assumptions that you have made when responding to this RFP.

FORM OF RESPONSE

The party(ies) submitting this RFP response are: [State party or parties]	
The primary contact person is:	
Contact details:	
Phone:	
Mobile:	
Fax:	
Postal:	
Email:	
Address for service:	
I/we understand that you are not obliged to accept the lowest priced or any RFP response that you may receive.	
We acknowledge receipt of notices to respondents numbered:	(INSERT NUMBER(S)) to (INSERT NUMBER(S))
<p>On behalf of the parties submitting this RFP response, we confirm that we have fully understood the requirements set out in the RFP documents, and that none of the information submitted by us breaches any third-party copyright.</p> <p>In lodging this response the respondent also warrants:</p> <ul style="list-style-type: none"> ▪ that they did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of EQC, its officers, employees, agents, contractors or advisers other than any statement warranty or representation expressly contained in the RFP document and any Notice To Respondents documents issued relating to this RFP document. ▪ that it did not use the assistance of EQC employees, or information unlawfully obtained from EQC in compiling its response. <p>The respondent also confirms to have read, understood and agrees to abide by EQC's Procurement Policy Statement of Business Ethics.</p>	

Request for Proposal - Reinstatement Project Management

Dated:	
Signed by:	
for and on behalf of the submitting party(ies)	

Marija Bakulich

From: Hugh Cowan
Sent: Monday, 27 September 2010 1:48 p.m.
To: 9(2)(a)
Subject: FW: contact for EQC - Canterbury earthquake
Attachments: 1004 BCM CV.pdf

From: 9(2)(a)
Sent: Monday, 27 September 2010 8:55 a.m.
To: Hugh Cowan
Subject: RE: contact for EQC - Canterbury earthquake

Good morning Hugh,

I would be pleased to assist in the PMO & PM RFP evaluation process and in any other capacity you may find beneficial.

I have attached a one page CV that outlines my experience.

In summary I have lead some of the largest and most complex projects in the Canterbury region over the last 16 years.

9(2)(i) focuses on the initiation, setup and on-going project governance of complex challenging projects. In this capacity at various times we have worked with and overseen most of the Project Management consultancies in the region. We know all of the companies and many of the individuals involved. Our role is such that we do not compete with these companies, instead we have professional working relationships and mutual respect. Combine that with our wide knowledge of the management, design and construction industry in the region and I believe we can be of significant benefit in this RFP evaluation capacity and any further strategic support that the EQC may require.

A major part of our service is the scoping of roles and managing the procurement of professional and contracting services. We undertake this for clients such as the CCC, Meridian Energy, Christchurch Airport, OnTrack/Kiwi Rail and vbase.

As Project Directors we establish and lead Project Management offices for major projects, so we are very aware of the expertise and systems that the EQC will require from the organisations you are approaching.

I look forward to the opportunity to be of assistance to you and your team.

Regards

9(2)(a)



Tel: +9(2)(a)

Fax: +

Mob: +

Confidentiality:

The information in this email (including any attachments) may be privileged & confidential. Any unauthorised use is expressly prohibited. If you have received this email in error, please advise ProDirections immediately & delete this email.

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz]

Sent: Monday, 27 September 2010 8:05 a.m.

To: 9(2)(a)

Subject: contact for EQC - Canterbury earthquake

Hi 9(2)(a)

As discussed, I look forward to hearing from you today. I will send you a copy of the RFP document later.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)

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9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 1:32 p.m.
To: 9(2)(a)
Subject: FW: Company Contracts - EQC RFP
Attachments: 1099649_2.xls

Importance: High

From: Ian Simpson
Sent: Sunday, 26 September 2010 12:40 p.m.
To: Hugh Cowan
Subject: FW: Company Contracts - EQC RFP
Importance: High

From: 9(2)(a)@med.govt.nz]
Sent: Friday, 24 September 2010 6:35 p.m.
To: Ian Simpson
Cc: 9(2)(a)
Subject: Company Contracts - EQC RFP
Importance: High

Hi Ian & 9(2)(a)

As discussd with 9(2)(a) see attached contact details for the companies to send the RFP to. This is based on the details provided by 9(2)(a). I have phone all the companies to identify who we should send teh RFP to, this is detailed on the attached. I have advised them all to expect the RFP either today or Monday. I have advised them that the return is short, either Thursday or Friday - they asked for 5 working days if possible.

9(2)(a) has asked me to come to your office on Monday to support EQC in the RFP short term and to coordinate questions/queries etc with your nominee. I have some things to tidy up at MED first, but I will be there by 10.30am, unless I hear otherwise. If you agree I suggest that on Monday, I bring together the experts identified at DBH and NZTA, along with someone from EQC to think about the strategy/messaging. The suppliers would all like a verbal briefing from you on Tuesday.

I hope this helps. Regards

9(2)(a)

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INVITATIONS TO BID

Company Name CEO/Lead Title Phone Send RFP to: E-Mail RFP to: CC a copy of the RFP to: comments

	Company Name	CEO/Lead	Title	Phone	Send RFP to:	E-Mail RFP to:	CC a copy of the RFP to:	comments
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								

9(2)(g)(i)

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 1:25 p.m.
To: 9(2)(a)
Subject: FW: Emergency procurement advisory note
Attachments: Emergency procurement advisory note.DOC

9(2)(a)

FYI too....

From: Ian Simpson
Sent: Monday, 27 September 2010 12:46 p.m.
To: Hugh Cowan; 9(2)(a)
Subject: FW: Emergency procurement advisory note

FYI

From: 9(2)(a)@med.govt.nz]
Sent: Monday, 27 September 2010 12:34 p.m.
To: Hugh Cowan
Cc: 9(2)(a) Ian Simpson; 9(2)(a)
Subject: Emergency procurement advisory note

High,

As discussed see attached the Advisory Note that MED is issuing to agencies undertaking contracts in response to Earthquake related activities.

Regards

9(2)(a)

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Emergency Procurement – Canterbury Earthquake

Important Advice for Government Agencies

Key Points:

- The Canterbury Earthquake was an unforeseeable event that has caused substantial damage.
- There will be situations where people, property, or equipment are at risk and/or government services need to be re-established without delay.
- In these situations, direct sourcing of goods and services is acceptable if open tendering will result in unacceptable delays.
- Until 31 December 2010, Government agencies covered by the Mandatory Rules for Procurement by Departments can rely on this advice to justify direct sourcing in these situations.
- Agencies are still expected to obtain value for money (eg not incur excessive price premiums) and be as fair as the circumstances permit.

=====

The Canterbury earthquake is a natural disaster and some urgent procurement by government agencies will need to be undertaken.

This Important Advice addresses urgent procurement in situations where life, property or equipment is at risk or public services, in particular health, welfare or safety services, need to be re-established without delay.

The need for urgent acquisition of goods and services in such situations may justify use of direct sourcing as open competitive procedures would result in unacceptable risks to people, property, or equipment or delays to the re-establishment of services.

The Mandatory Rules for Procurement by Departments provide an exception to the normal open tendering requirement in these circumstances and require that the justification for use of less open procedures is documented.

This Important Advice streamlines the requirement for documented justification by permitting Government agencies covered by the Rules to rely on this advice to justify direct sourcing in these situations until 31 December 2010.

While direct sourcing is allowed in these situations, agencies are still expected to obtain value for money (eg not incur excessive price premiums) and be as fair as the circumstances permit. Therefore, agencies should also consider the following:

- ❖ Request offers/prices from as many potential sources as is practical in the circumstances

- ❖ Confirm the reasonableness of prices and other contract terms from available market and pricing information
- ❖ Limit the duration of contracts to the time necessary to meet the initial emergency response needs and enter into another contract through an open competitive process
- ❖ When a more open market approach (including advertising on GETS) is practicable, consider shortened timeframes for responses

Additional information on emergency procurement can be found in the Auditor-General's Procurement Guidance for Public Entities, Part 4:
<http://www.oag.govt.nz/2008/procurement-guide/>

For further advice, contact procurement@med.govt.nz

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 1:23 p.m.
To: 9(2)(a)
Subject: RE: Post Grad Outline Reseach Proposal - 9(2)(a)

9(2)(a)

You can acknowledge receipt and mention that 9(2)(a) will follow up on return next week. Thanks Hugh

-----Original Message-----

From: 9(2)(a)
Sent: Monday, 27 September 2010 12:55 p.m.
To: Hugh Cowan
Subject: FW: Post Grad Outline Reseach Proposal - 9(2)(a)

Hi Hugh

Do you need to see this now, or does it wait until 9(2)(a) return?

Kind regards

9(2)(a)

-----Original Message-----

From: 9(2)(a)
Sent: Monday, 27 September 2010 12:38 p.m.
To: 9(2)(a)
Subject: Post Grad Outline Reseach Proposal 9(2)(a)

Dear 9(2)(a)

Please see attached for my outline application for post graduate research funding.

Kind Regards,

9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 11:19 a.m.
To: 9(2)(a)
Cc:
Subject: RE: EQC proposal

Thanks 9(2)(a). This I have now heard from 9(2)(a) too, so we are all on the same page. I will have a funding agreement drawn up to cover the work without being precise (yet) about the different funding contributions.

Regards
Hugh

From: 9(2)(a)@gns.cri.nz]
Sent: Monday, 27 September 2010 10:58 a.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: Fw: EQC proposal

Hi Hugh -

Just wanted to let you know I had indicated to 9(2)(a) that Stanford University may cover some of the costs for the students who helped us with the GNS-led strong motion deployment. 9(2)(a) from Stanford indicated that they have funds to cover some deployment costs for a rapid response situation such as this. I am yet to get further details from them as to what they will cover, and I have not yet had an indication from 9(2)(a) as to what her expectations might be, so it's still all a little unclear at this stage. However, thought I'd just let you know where things are at on this front. I'll let you know when I hear further.

Cheers,

9(2)(a)

.....
9(2)(a)

GNS Science
PO Box 30368, Lower Hutt 5040, New Zealand
D+64 4 570 4564, F+64 4 570 1440, 9(2)(a)
www.gns.cri.nz

— Forwarded by 9(2)(a) on 27/09/2010 10:47 —

9(2)(a)

24/09/2010 11:49

To "Hugh Cowan" <HACowan@eqc.govt.nz>
cc 9(2)(a)
Subject RE: FW: EQC proposal [Link](#)

This looks fine to me 9(2)(a) is leading the broadband deployment while GNS is doing the short period and city strong motion (and a few near the fault). In terms of who actually did what, there was some sharing of effort with GNS supplying and helping with broadband and VUW students helping with strong motion. 9(2)(a) oversaw this.

Cheers, 9(2)(a)

9(2)(a)

23/09/2010 17:36

To 9(2)(a)
cc
Subject RE: FW: EQC proposal

Thanks 9(2)(a) grateful if you would touch base with 9(2)(a) and clarify where scope and costs should lie for this. EQC is of course keen to support the work. It is merely a case of needing to demonstrate good alignment. I am happy with the proposal as it stands given the time pressure under which it was compiled. The question is whether it needs revision before we draw up a funding agreement for some/most/all of it.

Regards
Hugh

From: 9(2)(a)@gns.cri.nz]
Sent: Thursday, 23 September 2010 4:27 p.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: Re: FW: EQC proposal

Hugh,

I had a quick look at the proposal. No real problems. Have copied this to 9(2)(a) he is named as having agreed to the plan of attack. I do question the technical feasibility of a couple of the aspects, and also find that it is not clear what 9(2)(a) believes her role in the Stanford/GNS deployment is? As far as I know there are two separate deployments. GNS assisted 9(2)(a) with some equipment and 9(2)(a) provided a couple of students to 9(2)(a) 9(2)(a) from Stanford U for a few days.

Cheers, 9(2)(a)

"Hugh Cowan" <HACowan@eqc.govt.nz>

23/09/2010 16:02

To: 9(2)(a)
cc
Subject: FW: EQC proposal

9(2)(a) as discussed, grateful if you could offer opinion as to where this might fit. Meanwhile, I will provide reassurance that reasonable cost will be met.

H.

-----Original Message-----

From: 9(2)(a)@vuw.ac.nz]
Sent: Thursday, 23 September 2010 3:40 p.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: RE: EQC proposal

Hi Hugh,

I haven't heard from you yet as to whether you received this proposal to collect data from the aftershocks of the Darfield earthquake, so I wonder if it got lost in the system somewhere?

Also, the university here has just offered to extend the deadline for student summer scholarships. The university would put up 1/2 the money for a student to work on a project over the summer if they could get support for the other half (\$3,500 each so the student would get \$7,000). I wondered if you might be able to find some funds to pay a summer student to help us to organise and start analysis on the data we're collecting?

Kind Regards,

9(2)(a)

9(2)(a)

SGEES

Victoria University of Wellington

Te Whare Wananga o te Upoko o te Ika a Maui Cotton 522 Box 600, Wellington, 6140 New Zealand

Email: 9(2)(a)@vuw.ac.nz

DDI: +64

mobile: 9(2)(a)

> -----Original Message-----

> From: 9(2)(a)

> Sent: Friday, 10 September 2010 4:52 p.m.

> To: Hugh Cowan

> Cc: 9(2)(a)

> 9(2)(a)

> Subject: RE: EQC proposal

>

>>

>> Dear Hugh,

>>

>> Please find attached a proposal to collect aftershock data to study

>> the recent M=7.1 Darfield earthquake. As we've already discussed,

>> some of the work has already commenced.

>>

>> Kind Regards,

>>

>> 9(2)(a)

>>

>> SGEES

>> Victoria University of Wellington

>> Te Whare Wananga o te Upoko o te Ika a Maui Cotton 522 Box 600,

>> Wellington, 6140 New Zealand

>>

>> Email: 9(2)(a)@vuw.ac.nz

>> DDI: +64

>> mobile: 9(2)(a)

>>

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9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 11:13 a.m.
To: 9(2)(a)
Subject: RE: Air New Zealand EQC Meeting

Good oh, thanks, 9(2)(a)

From: 9(2)(a)
Sent: Monday, 27 September 2010 10:31 a.m.
To: Hugh Cowan
Subject: RE: Air New Zealand EQC Meeting

Hugh,

Have talked to 9(2)(a) all in place.

9(2)(a)

NZ Earthquake Commission
Phone: 9(2)(a)
Email: 9(2)(a)

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz]
Sent: Friday, 24 September 2010 11:02 a.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: RE: Air New Zealand EQC Meeting

Hi 9(2)(a)

9(2)(a) based in Christchurch and assisting EQC with recovery liaison will help you out next week. Please contact 9(2)(a) directly to set this up:

9(2)(a)
Phone: 9(2)(a)
Email: 9(2)(a)

As I mentioned when we spoke yesterday, we cannot discuss anything related to individual claims and there are certain aspects to our role especially those related to land damage that are still being worked out as part of a wider Government coordination of the recovery.

9(2)(a) will however be able to provide an update on our overall operation and explain what homeowners can expect when dealing with EQC in the weeks ahead.

Hope this helps.

regards

Hugh Cowan
Research Manager
Earthquake Commission

Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)

From: 9(2)(a)
Sent: Thursday, 23 September 2010 5:09 p.m.
To: Hugh Cowan
Subject: Air New Zealand EQC Meeting

Hi Hugh,

As discussed,

Air New Zealand is looking at providing opportunities for our Christchurch based staff to have short briefings from key organisations involved in the recovery process. It would be useful to our staff if an update on EQC's activity, priorities and timelines was provided so our staff could have a better sense of the recovery expectations. Many of our Christchurch based staff have claims lodged with EQC so we would not be wanting answers to their specific and individual situations.

I am looking at 2 x 20 minute briefings at our Christchurch Hanger meeting rooms next Wednesday 29th September in the time slots below.

1200-1300
1930-2030

Hoping you or the EQC team are able to accommodate us.

Regards

9(2)(a)

AIR NEW ZEALAND 

9(2)(a)

9(2)(a)

103 Leonard Isitt Drive
Mangere
Postcode 2022
Manukau City
New Zealand



Good planets are hard to find – please think of the environment before you print this email.

CAUTION – This message may contain privileged and confidential

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 9:58 a.m.
To: 9(2)(a)
Subject: RE: Planning for Christchurch Remediation Response

Hi 9(2)(a)

I'm sorry we have a prior commitment at 2.00m but 3.00pm would work for us. Let me know if that's feasible for 9(2)(a).

Thanks
Hugh

From: 9(2)(a)@med.govt.nz]
Sent: Monday, 27 September 2010 9:49 a.m.
To: Hugh Cowan
Subject: Planning for Christchurch Remediation Response

Good Morning Mr Cowan

9(2)(a) has asked me to follow up with you to advise the time set down for the Meeting this afternoon re Planning for the Christchurch Remediation Response (Supplier Briefing and general Q&A). At this stage it is 2pm today at the Earthquake Commission.

Regards

9(2)(a)

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9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 9:34 a.m.
To: 9(2)(a)
Subject: FW: EQC - Canterbury Earthquake 2010 - Remediation Project Management

Importance: High

From: 9(2)(a)@med.govt.nz]
Sent: Monday, 27 September 2010 9:23 a.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: EQC - Canterbury Earthquake 2010 - Remediation Project Management
Importance: High

Hugh,

My suggestion below.

Regards

9(2)(a)

Please find attached the RFP for Remediation Project Management following the Canterbury Earthquake 2010.

The Earthquake Commission (EQC) is looking to engage a Project Management Organisation(s) to acquire and manage the resources required to undertake the remediation of a large number of properties damaged in the "Canterbury Earthquake" 2010.

As the situation is still evolving, the RFP has been written flexibly to allow early engagement with a Project Management Organisation(s) before the final project management/delivery solution is developed.

The information requirements from respondents are detailed in the RFP. Of particular interest to EQC will be respondents capacity and demonstrate track record in managing major, large scale projects of this nature.

Due to the emergency situation, this RFP closes on XXXXXXXXXXXX.

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Marija Bakulich

From: Hugh Cowan
Sent: Monday, 27 September 2010 9:07 a.m.
To: 9(2)(a)
Subject: FW: PMO RFP - FINAL VERSION
Attachments: img-9270019-0001.pdf

9(2)(a)

The RFP document

9(2)(h)





EARTHQUAKE COMMISSION
KŌMIHANA RŪWHENUA

REQUEST FOR PROPOSAL

CE001

FOR

REINSTATEMENT PROJECT MANAGEMENT

TABLE OF CONTENTS

SECTION A – OVERVIEW.....	4
1 INTRODUCTION	4
2 DESCRIPTION OF REQUIREMENTS	5
Overview	5
Scope of services	5
<i>Risks to be addressed.....</i>	<i>7</i>
<i>Phases of the Reinstatement Project.....</i>	<i>8</i>
SECTION B – THE RFP PROCESS.....	9
3 TIMETABLE	9
4 COMMUNICATION.....	9
Communication with respondents	9
RFP questions.....	10
Additional information and clarification.....	10
5 SUBMISSION OF RESPONSES.....	11
RFP responses	11
Late RFP responses.....	11
Joint proposals.....	12
Proposal validity.....	12
Pricing and GST	12
Alternative proposals.....	12
6 RFP CONDITIONS.....	13
Rights reserved by EQC	13
Canvassing	14
EQC liability for your information disclosed.....	14
Subject to contract.....	14
RFP responses complete and accurate.....	15
Shortlisting and negotiations.....	15
Confidentiality.....	15
Copyright	16
Probity of RFP procedures.....	16
RFP costs.....	16
Advertising	17
Governing law	17
Conflicts of interest.....	17
Acceptance of gifts.....	17
7 RFP EVALUATION.....	18
Evaluation criteria	18
SECTION C – INFORMATION REQUIRED FROM RESPONDENTS.....	20
8 INSTRUCTIONS.....	20
9 CONTACT DETAILS AND COMPANY INFORMATION.....	20
10 PROPOSED METHODOLOGY AND RELEVANT EXPERIENCE.....	22
11 BUSINESS RELATIONSHIP.....	27
12 FINANCIAL CAPABILITY.....	28
13 INSURANCE DETAILS.....	29
14 PRICING	30

15 ASSUMPTIONS.....	31
<i>FORM OF RESPONSE.....</i>	<i>32</i>

SECTION A – OVERVIEW

1 INTRODUCTION

- 1.1 The purpose of this Request for Proposal ("RFP") is to invite external companies (respondents) to submit proposals to EQC for the provision of project management services in relation to reinstatement works following the earthquake which occurred in Canterbury on 4 September 2010 (including aftershocks up to and including 4 October 2010, the *Canterbury Earthquake*), together with information on their programme/project management expertise and pricing in providing such services.
- 1.2 Following the evaluation of the RFP responses, EQC may:
- (a) Enter into negotiations with preferred supplier(s),
 - (b) Conclude the process without awarding any contracts, and/or
 - (c) Conclude the process by awarding one or more contracts with one or more respondents.
- 1.3 This RFP consists of the following:
- **Section A – Overview:** Provides background information, instructions and conditions for responding to this RFP.
 - **Section B – RFP Process:** Sets out the conditions and requirements of this RFP process, together with the evaluation process and criteria.
 - **Section C – Information Required from Respondents:** Sets out the information required to be in your RFP response.

2 DESCRIPTION OF REQUIREMENTS

This section describes the service under consideration. All respondents will detail how they propose to provide the services outlined here.

Overview

- 2.1 The task of reinstating (by repair or rebuild) residential homes, contents and land affected by the Canterbury Earthquake is a massive project, and one whose scope is still to become clear.
- 2.2 Specifically, the Earthquake Commission (EQC) is expecting to face in the order of 60-70,000 claims for work under \$100,000, exclusive of GST¹, (its mandated limit), with about 75,000 claims in total made to date. Most will involve building repair work.
- 2.3 In line with Government policy in response to the Canterbury Earthquake, EQC is likely to exercise its statutory option to reinstate residential buildings and contents damaged, rather than pay cash settlements. EQC is also considering with central Government how best to handle claims for damaged land. EQC also wishes to give effect to Government policy aimed at rebuilding a resilient and stable community in Canterbury.
- 2.4 To this end, EQC wishes to bring together one or more professional teams to manage the reinstatement of a substantial number of the accepted EQC residential building claims which involve some form of structural repair or a moderate level of damage, but are below the \$100,000 limit (typically, the cost of these repairs will be in the \$10,000 to \$100,000 range). Claims above this level will be handled by commercial insurers in accordance with their policies and are therefore out of scope.
- 2.5 This RFP and the reinstatement project are matters of some urgency, but against the backdrop of a developing legislative and policy landscape. EQC accordingly reserves the right to adapt and be flexible as the exercise of its statutory functions develop to deliver the best response to the Canterbury Earthquake and honour EQC's statutory obligations and also its reinsurance commitments.

Scope of services

- 2.6 EQC requires the services of one or more Project Management Organisations (a *PMO*) to acquire and manage the resource required to undertake the reinstatement of properties (but not land or contents) damaged in the Canterbury Earthquake. The reinstatement project will be undertaken in phases, as described in paragraphs 2.14 to 2.15 below.
- 2.7 EQC is currently considering 2 alternative models for the PMO's responsibilities:
Full responsibility model: The PMO, as project manager, has full responsibility for the reinstatement works (including engaging contractors, and liability for defective works).

¹ All dollar figures in this RFP are exclusive of GST, if any.

- Project management model:** The PMO project manages the reinstatement works on EQC's behalf without liability for defective works that have been properly managed. Under this model the PMO is likely to be contracting with trades-people on EQC's behalf.
- 2.8 Subject to pricing, EQC's preference is the Full responsibility model because any liability for defective reinstatement work is passed on to the PMO.
- 2.9 Respondents are requested to consider and respond on each PMO model. However, a respondent need only respond on one PMO model if it does not wish to be considered for the other model.
- 2.10 In each case (and subject to the model philosophy above) the scope of the services is to:
- (a) Act as a prime contractor – in effect a one stop shop for the management and delivery of reinstatement of properties damaged in the Canterbury Earthquake (following approval from EQC to act on a property owner's claim) where EQC has accepted the claim. The PMO's responsibilities do not cover land reinstatement.
 - (b) Establish a governance framework to manage successful delivery and key issues including time, cost/value, quality, scope and any conflict of interest (implementing a system of checks which will stand up to scrutiny and allows for fair selection of resources involved in reinstatement).
 - (c) Source, sub-contract and manage an adequate number and range of skilled contractors to deliver the requirements of this RFP (e.g. building design, construction, repair, quantity surveying etc).
 - (d) Develop and agree an incentive mechanism to incentivise contractors to perform to the best of their abilities in order to maximise overall value for money (incentives should support improved time delivery, cost, quality, customer satisfaction etc).
 - (e) Programme/project manage the reinstatement of all accepted EQC residential building claims nominated by EQC in the Canterbury Earthquake Zone, including:
 - (i) Securing and maintaining adequate resources (obtaining sufficient resources at management and repairer level to ensure the reinstatement is completed in a timely and effective manner)
 - (ii) Ensuring a Design and Build approach is taken to the reinstatement – where the designer and the builder (if they are not the same person) work jointly to maximise efficiencies
 - (iii) Providing quality assurance, to ensure the work is carried out to a high standard and meets all required building and construction standards, including the consenting and certification requirements.
 - (iv) Developing and agreeing a needs based prioritisation methodology with EQC and central and local Government.
 - (v) Developing and approving a Programme of Works/Implementation plan including a project plan with timelines and key deliverables

- (vi) Managing change control, and
 - (vii) On-going management and review of the Programme/project as priorities/circumstances change/evolve i.e. managing the unknowns.
- (f) Negotiate with EQC a suitable mandate to provide the PMO with sufficient authority to manage these claims for EQC.
 - (g) Ensure a single point of responsibility for stakeholders (including for example affected homeowners, construction industry, local government, insurance companies) in each defined locality based on need, while working with and coordinating a team of accredited builders, suppliers, trades people, consultants and other building/support professionals.
 - (h) Ensure equity and value is maintained throughout the process, through the development of an approved pricing methodology.
 - (i) Ensure that jobs are well controlled, through a proven system to manage the costs and payments for each claim including variations.
 - (j) Contract with trades-people and others in such manner as to avoid any EQC exposure to further claims including for poor work and defects.
 - (k) Provide adequate reporting to EQC – regular reports on state of reinstatement projects (time, cost, quality, scope, customer satisfaction etc).
 - (l) Manage appropriately any conflicts of interest (perceived and actual).
 - (m) Otherwise act at all times professionally and with the utmost competence so as to minimise any scope for criticism of the reinstatement process or exposure of EQC to increased liability.
- 2.11 The PMO will be required to indemnify EQC for any breach of the PMO's contractual obligations and duties – a requirement reflecting EQC's statutory liability.
- 2.12 EQC reserves the right to amend the scope and nature of the PMO's role and services as it considers appropriate in relation to the discharge of its statutory function and obligations.

Risks to be addressed

- 2.13 The following risks are required to be addressed by the PMO:
- (a) Repair priorities should be managed on the basis of need (prioritisation methodology/ programme to be approved by EQC) as opposed to the prospect of many thousands of homeowners attempting to compete against each other for repairers on the basis of first come first served, or highest bidder wins.
 - (b) Accountability for the reinstatement works will rest with EQC, in accordance with its statutory role.
 - (c) Management of programme priorities to ensure fair and equitable treatment of property/homeowners based on the agreed

- needs/prioritisation methodology (manage any stakeholder queries/appeals on priorities).
- (d) Effective specification of the scope of each set of works to be delivered.
 - (e) Effective management of Conflicts of Interest (both perceived and actual) between stakeholders.
 - (f) Ensuring the maximum number of properties are habitable (to agreed standards) as soon as possible, and by a date to be determined by EQC (following consultation).
 - (g) All repairs/construction related activities meet required standards and achieve successful code of compliance.
 - (h) Final repairs and costs, demonstrate good value for money and can withstand scrutiny.
 - (i) Effective management of quotes for work/claims to ensure there is no exaggeration and that the quotes/claims are valid.
 - (j) Effective management of safety, security and environmental/sustainability impacts.
 - (k) Control of repair labour costs and quality is achieved by the engagement by repair firms of reputable trades-people. The only way for a person to secure EQC repair work would be by contracting to the PMO and adhering to their requirements and any further requirements of EQC. However, where the PMO considers it appropriate, the PMO may facilitate reinstatement works to buildings using qualified trades-people procured by the property owner.
 - (l) Avoiding "desertification" (the phenomenon whereby people walk off their property, leaving it in its damaged state). EQC's aim in reinstating damaged properties reflects Government policy of rebuilding a resilient and stable Canterbury.
 - (m) This RFP does not include services for the acceptance of insurance claims under the Earthquake Commission Act 1993.

Phases of the Reinstatement Project

2.14 The following phases are currently planned:

Phase 1: Developing policies, protocols and processes with EQC for the reinstatement work (including PMO governance and interaction with EQC and the various stakeholders) setting of priorities, reporting, deliverables and critical path timeline), in each case in line with any relevant Government policies and mandates.

Phase 2: Resourcing the reinstatement work and managing the reinstatement process.

2.15 It is expected that as planning progresses further specific sub-phases will be identified.

SECTION B – THE RFP PROCESS

3 TIMETABLE

3.1 The anticipated timetable for this RFP process is as follows:

Activity	Date
Release RFP	27 September 2010
Briefing/Teleconference between EQC and interested bidders	28 September (Time TBA)
RFP questions close (Refer paragraph 4.4)	1 October 2010 – 9 am
RFP closes	4 October 2010 – 9.00am
RFP evaluation	4 – 6 October 2010
Respondents notified of shortlisted providers	7 October 2010
Contract negotiations	8 October 2010
Contract commencement	TBA

3.2 Respondents are to note that this timetable is indicative only, and may be subject to change at the sole discretion of EQC. All respondents will be notified of any changes to the timetable by the Authorised Representative.

4 COMMUNICATION

Communication with respondents

4.1 Respondents may ask any question in relation to this RFP as referred to in paragraph 4.4.

4.2 All communication/correspondence between any respondent and EQC will be conducted in writing through the following authorised person:

EQC Authorised Representative

Hugh Cowan

Research Manager

Earthquake Commission

PO Box 790

Wellington

E-mail address: hacowan@eqc.govt.nz

9(2)(a)

- 4.3 EQC will not be bound by any statement, written or verbal made by any person other than the EQC Authorised Representative stated in this section. The EQC Authorised Representative is the only person authorised to make representations or explanations regarding this RFP document.

RFP questions

- 4.4 All questions are to be submitted in writing to the Authorised Representative as stated in paragraph 4.2 of this RFP document. Respondents may submit written questions to clarify issues relating to the RFP up to 9am 1 October 2010. Questions and answers which EQC deems are important to the RFP will be published to all respondents at EQC's discretion. Any questions received after this time/date may not be responded to.

Additional information and clarification

- 4.5 Responses to respondent requests for clarification that relate solely to one respondent will be provided to the respondent requesting the clarification. All other clarifications issued by EQC will be provided to all respondents by way of a Notice to Respondents ("NTR"). All notices issued by way of clarification or answers to questions sent to respondents will become part of this RFP.

5 SUBMISSION OF RESPONSES

RFP responses

- 5.1 The RFP will close at 9.00am on 4 October 2010.
- 5.2 The place of closing is:
- Level 20
Majestic Centre
100 Willis Street
WELLINGTON
- 5.3 Responses must be submitted in the format at Section C, and must be clear, legible and provide all information requested in this RFP document.
- 5.4 Responses must:
- (a) Be received on or prior to the time and date stipulated as the closing date
 - (b) Be placed in a sealed envelope clearly marked "**Request for Proposal - CE001 - Reinstatement Project Management**" and marked "Commercial in Confidence"
 - (c) Be delivered to the place of closing, marked for the attention of the contact name, and
 - (d) Comprise 6 original copies and one unbound copy.
- 5.5 EQC will accept faxed responses and emailed responses before 9 am (provided that emails are sent as a PDF), and provided the originals arrive on the same day.
- 5.6 Any response received by EQC that does not conform to all or any of the above conditions may be rejected during evaluation at the sole discretion of EQC.
- 5.7 Due to the urgency of the situation, EQC are unlikely to be able to extend the closing date.
- 5.8 You may attach any supporting material that you wish to your proposal. Please make sure that it is clearly labelled, and summarise any attachments in a covering letter.

Late RFP responses

- 5.9 EQC reserves the right to receive and consider a late RFP submission; however, as a general rule, any response received at the place of closing after the closing time, for whatever reason, may not be considered.

Joint proposals

- 5.10 Joint proposals, whereby an organisation invited to submit a proposal elects to form an alliance with another organisation with the purpose of improving capability to offer the services specified in this RFP, are permitted, provided that full disclosure is given of the alliance, and the manner in which the delivery of the specified services/products will be apportioned and administered.
- 5.11 In such a submission, the proponents are jointly and severally liable.
- 5.12 One of the joint proponents must be identified as the contact point for all communications with EQC relating to the proposal.

Proposal validity

- 5.13 Every proposal will be a continuing offer and irrevocable until 30 November 2010, or such later date as EQC may agree with you.

Pricing and GST

- 5.14 Any rates or prices quoted should be exclusive of GST and in New Zealand dollars.

Alternative proposals

- 5.15 This RFP requests indicative proposals on how the services might be delivered, but EQC may consider alternative proposals. Any alternative proposal should clearly identify the commercial advantage and 'value added' offered.
- 5.16 Any respondent that submits an alternative proposal must also submit a conforming proposal.

6 RFP CONDITIONS

Rights reserved by EQC

- 6.1 EQC reserves the right to:
- (a) reject all or any RFP response and not award and not accept the lowest-priced response;
 - (b) Call and/or re-advertise for RFP responses or revisit any prior ROI process;
 - (c) Waive any irregularities or informalities in the RFP process;
 - (d) Amend the closing date, the acceptance date, or any other date in the RFP document;
 - (e) Amend this RFP and any associated documents by the issuance of a written amendment notice;
 - (f) Seek clarification of any RFP response;
 - (g) Suspend or cancel (in whole or in part) this RFP process;
 - (h) Consider or reject any alternative RFP response;
 - (i) Deal separately with any of the divisible elements of any RFP response, unless the relevant RFP response specifically states that those elements must be taken collectively;
 - (j) Enter into discussions and/or negotiations with any respondent at any time, and upon any terms and conditions, before or after acceptance of an RFP response;
 - (k) Conduct a financial check on any respondent submitting an RFP response;
 - (l) Obtain similar goods/services from any third party and not deal exclusively with any respondent under this RFP process; and
 - (m) Meet with any respondent before and/or after the RFP closes and prior to the award of any contract.

- 6.2 EQC will not be bound to give any reasons for decisions made as a result of this RFP or as an outcome of the RFP evaluations.
- 6.3 It is EQC's preference that one contract be awarded for the services. However, EQC may, in its sole discretion, decide to divide the services and award different contracts for different services. The terms of this RFP do not guarantee the successful respondent any volume, value, or the placement of any orders.

Canvassing

- 6.4 In respect of this RFP, respondents will not canvass any EQC employees, contractors, consultants, board member or anyone who has a direct working relationship with EQC, other than the Authorised Representative stated in paragraph 4.2. Any respondent found to be canvassing or have canvassed any EQC employee, contractor, consultant, board member or anyone who has a direct working relationship with EQC, other than the Authorised Representative, regarding this RFP may be excluded from further consideration.

EQC liability for your information disclosed

- 6.5 While EQC endeavours to supply correct information, it disclaims, to the extent allowed by law, any liability (including without limitation in contract or in tort, including negligence or in equity) to any respondent or other person if they rely on any information provided by EQC in relation to this RFP.
- 6.6 Those submitting RFP responses will be deemed to have:
- (a) Examined this RFP and all documents referenced (if any);
 - (b) Considered all the risks, contingencies and other circumstances that may have an effect on their RFP response; and
 - (c) Satisfied themselves as to the correctness and sufficiency of their RFP response, including the pricing structure offered.

Subject to contract

- 6.7 All parties submitting an RFP response agree that:
- (a) A contract is only formed between EQC and the successful respondent when EQC executes such a contract covering the relevant services;
 - (b) No legal or other obligations shall arise between a respondent and EQC in relation to this RFP or the process, conduct or outcome of the RFP;
 - (c) This RFP, and any response to it, does not create any form of process contract between EQC and any respondent or potential respondent;

- (d) This RFP and any provision contained in it does not give rise to a separate contract between EQC and that party; and
- (e) Nothing in this RFP, or in the relationship of EQC and that party, imposes any duty of care on the Crown or EQC, and any such duty of care is expressly excluded.

6.8 The form of contract will be provided to shortlisted parties when it is available.

RFP responses complete and accurate

- 6.9 All information provided by respondents in their responses is warranted by each respondent to be complete and accurate in all material respects. The respondent also warrants to EQC that the provision of information to EQC, and the use of it by EQC for the evaluation of RFP responses and for the negotiation and implementation of a contract, will not breach any third-party intellectual property rights. Respondents will be responsible for verifying the accuracy and adequacy of information supplied by or on behalf of EQC.
- 6.10 EQC is under no obligation to check any RFP response for errors. Acceptance of an RFP response that contains errors will not invalidate any contract that may be negotiated on the basis of that RFP response.

Shortlisting and negotiations

- 6.11 Where there is a decision to shortlist and proceed to negotiation, the preferred respondent(s) will be notified of their preferred status and the expected timeframe for negotiations.
- 6.12 Other respondents will be notified that their RFP responses:
- (a) Have been unsuccessful; or
 - (b) Are shortlisted but not preferred. In this case, the respondent will be asked to confirm that their RFP response remains open for the period of negotiation with the preferred respondent(s).
- 6.13 Any failure to reach agreement between EQC and the preferred respondent(s) may result in a re-evaluation of other shortlisted respondents. Contract negotiation may then commence with the respondent selected from this re-evaluation.
- 6.14 This re-evaluation process will be repeated until a successful respondent is accepted, or until EQC elects to cancel the RFP process.
- 6.15 EQC is not bound to draw up a shortlist nor negotiate with any respondent.

Confidentiality

- 6.16 EQC undertakes to keep confidential any information marked "Commercial in Confidence" provided to EQC by the respondent/s prior to the award of a contract and, in respect of unsuccessful respondents, after contract award.

- 6.17 The obligation of confidentiality in paragraph 6.16 does not apply if the confidential information:
- (a) Is disclosed by EQC to its consultants, advisors or employees solely in order to consider or progress the RFP responses;
 - (b) Is disclosed by EQC to its responsible Minister;
 - (c) Is disclosed by EQC, in response to a request under the Official Information Act 1982;
 - (d) Is information EQC is authorised to disclose by law; or
 - (e) Is in the public domain otherwise than due to a breach of paragraph 6.16.
- 6.18 This RFP, and the information supplied by EQC (either itself or through its consultants or advisors) in connection with this RFP, is confidential. You must not release or disclose any of the information to any other person (other than your employees or advisors) without the prior written consent of EQC.
- 6.19 Respondents are advised that EQC is subject to the Official Information Act 1982, and respondents should make their responses "Commercial in Confidence" if they wish to protect specific information. EQC cannot, however, guarantee that information marked as such can be protected if EQC receives a request for information under that Act.

Copyright

- 6.20 Copyright in every document (electronic and paper) comprising this RFP belongs to EQC. All rights are reserved. This RFP document must be kept secure, and must not be used, stored, copied or passed on in any form by any means without EQC's prior written consent in each case.

Probity of RFP procedures

- 6.21 Should any respondent consider that they have been prejudiced by any breach of the terms of this RFP or any other relevant principles affecting the RFP process and/or evaluation of RFP responses, the respondent must provide immediate notice of the alleged breach to EQC's Authorised Representative listed in paragraph 4.2. The respondent should include in their notification the issues in dispute, the impact upon the respondent's interest, any relevant background information and the outcome they seek to desire.

RFP costs

- 6.22 You must pay your own costs of preparing and submitting your RFP response, including, but not limited to, all costs relating to any:
- (a) Communication and/or negotiation with EQC;
 - (b) Meetings or interviews with, or presentation to EQC; and/or
 - (c) Site inspections/visits.

- 6.23 EQC will not be liable for any costs, damages or losses (including legal and expert costs) incurred by any respondent or potential respondent in preparing any response to this RFP.

Advertising

- 6.24 No advertisement or other information relating to this RFP process, or any contract that may arise out of it, shall be published in any newspaper, magazine, journal or other advertising media, or broadcast/disseminated by radio, television or other electronic media, without the prior written approval of EQC.
- 6.25 EQC has a statutory obligation to advertise and declare the outcome of the RFP under the Government's Post-Award Transparency Policy to improve the transparency of procurement processes in Government departments. The award of this RFP will be published on the Contracts Awarded page of the EQC website.

Governing law

- 6.26 This RFP is governed by the law of New Zealand, and the New Zealand courts have exclusive jurisdiction as to all matters relating to this RFP.

Conflicts of interest

- 6.27 Respondents should disclose any actual or perceived conflicts of interest in relation to the reinstatement project, whether arising now or in the future. Please also address how these will be managed.

Acceptance of gifts

- 6.28 In compliance with EQC policy, gifts, inducements, promotional products or services, etc. must not be offered to EQC Commissioner, employee, agent, consultant, or contractor acting on behalf of EQC at any time. Any respondent attempting to provide gifts, inducements, promotional products or services to any EQC employee, agent, consultant, board member or contractor acting on behalf of EQC may be disqualified from the RFP process.

7 RFP EVALUATION

Evaluation criteria

- 7.1 RFP responses will be assessed against EQC's evaluation criteria, in its absolute and sole discretion.
- 7.2 Factors that will be taken into account when evaluating submissions will include, but will not necessarily be limited to, the following. Please note that the factors listed below are not in any order of priority or weighting:
- Capability**
 - (a) Organisational experience and capability, team and key personnel including their individual capability, experience and role
 - (b) Other value-added services
 - (c) Quality Assurance ("QA")
 - (d) Capacity to manage the programme/project
 - (e) Proposed Incentive mechanism for contractors
 - (f) Programme Management methodology and software systems and other project management tools
 - (g) Quality of systems
 - (h) Financial capability
 - Management of Stakeholders**
 - (i) Collaboration with communities
 - (j) Approach to setting a single point of responsibility for stakeholders
 - Governance and Risk Management**
 - (k) Proposed governance framework
 - (l) Proposed reporting framework
 - (m) Management of conflicts of interest (perceived and actual)
 - (n) Developing the relationship with EQC to make this project a success
 - (o) Approach to risk management
 - Cost**
 - (p) Cost
 - (q) Ensure equity and value (approach to establishing an approved pricing methodology)
 - (r) System to manage the costs and payments for each claim including variations.
 - (s) Financial controls and reporting
 - Location**
 - (t) Location of team(s)
 - (u) Possibility of co-location with EQC teams in Wellington and Christchurch

- (v) **Utilisation of NZ resources**
Policy of utilising NZ resources (both for labour and materials) where such resources exist and are available in NZ, subject to any obligations under any Fair Trade Agreement or any other binding arrangement.

SECTION C – INFORMATION REQUIRED FROM RESPONDENTS

8 INSTRUCTIONS

- 8.1 You are required to answer each question in this section. You must use this numbering system in your response and respond in the same sequence. Where a question is not relevant to your RFP response, you must indicate "N/A" or "Not Applicable" against the respective question number in your RFP response. If the question invites you to comment and you choose not to, then you must indicate "No Comment" against the respective question number in your RFP response.
- 8.2 The RFP response form contained in this section must be completed, signed and returned, along with your responses to the questions.
- 8.3 Any partial compliance or non-compliance with requirements must be clearly described in your response.
- 8.4 Note: Please expand the boxes to accommodate your response.

Your response should clearly state:

- a) whether you are responding for the Full responsibility and/or Project management models outlined in paragraph 2.7 of this RFP; and
- b) how your response differs in each section for each model.

9 CONTACT DETAILS AND COMPANY INFORMATION

All respondents are required to provide the following information:

Information required	Respondent Information
Company Trading Name	
Company Legal Name	
Address details	
Company contact (this is the person that EQC will contact for any queries relating to this RFP)	
Company negotiation contact (person with sufficient authority to negotiate on your company's behalf without reference to other parties either overseas or in New Zealand)	
Finance contact (person responsible for all finance/invoice queries)	
Detail of any existing or past relationships with EQC	
Information on any sub-contractor involved	

Request for Proposal - Reinstatement Project Management

in delivering these services on your behalf	
Location of Project Management Office for delivery activities covered by this RFP	

10 PROPOSED METHODOLOGY AND RELEVANT EXPERIENCE

Information required	Respondent information
Outline the experience that your organisation has that is relevant to the performance of the services sought by EQC in this RFP	
Provide the name, title and phone number for suitable referees (please advise the referees that EQC can contact) who have had a relevant and significant contractual relationship with your organisation	
2.10(a): How you propose to act as a Prime Contractor to become a one stop shop for the management and delivery of reinstatement of nominated properties damaged in the "Canterbury Earthquake 2010"	
2.10(b): Provide a high-level governance framework and outline your approach to developing this further. The framework should include management of time, cost/value, quality, scope and any conflict of interest (implementing a system of checks which will stand up to scrutiny and allows for fair selection and allocation of resources involved in reinstatement)	
2.10(c): Detail how you propose to source, subcontract and manage an adequate number and range of skilled contractors to deliver the requirements of this RFP (e.g. building design, construction, repair, quantity surveying etc)	
2.10(d): Your outline approach to developing and agreeing an incentive mechanism to incentivise contractors to perform to the best of their abilities in order to maximise overall value for money (incentives should support improved time delivery, cost, quality, customer satisfaction etc)	
2.10(e): Outline your Programme Management methodology to manage the reinstatement of all EQC rebuild claims in the Canterbury Earthquake Zone nominated by EQC, including, but not	

<p>limited to:</p> <ul style="list-style-type: none"> (i) - Securing and maintaining adequate reinstatement resources (obtaining sufficient resources at management and repairer level to ensure the reinstatement is completed in a timely and effective manner) (ii) - ensuring a Design and Build approach to the construction/repair – where the designer and the builder (if they are not the same person) work jointly to maximise efficiencies (iii) - Quality assurance – to ensure the work is carried out to a high standard and meets all required building and construction standards, including the consenting and certification requirements. (iv) - Development and agreeing a needs based prioritisation methodology with EQC and central and local Government (v) - Developing and approving a Programme of Works/Implementation plan including a project plan with timelines and key deliverables (vi) - Management of change control (vii) - On-going management and review of the Programme as priorities/circumstances change/evolve i.e. managing the unknowns 	
<p>2.10(f): Outline the mandate you require from the EQC in order to manage these claims on its behalf</p>	
<p>2.10(g): Outline how you will establish a single point of responsibility for stakeholders (including for example affected homeowners, construction industry, local government, insurance companies) in each defined locality based on need, while working with and coordinating a team of accredited builders, suppliers, trades people, consultants and other building/support professionals</p>	

<p>2.10(h): Outline how you will ensure equity and value is maintained throughout the process and your approach to establishing an approved pricing methodology</p>	
<p>2.10(i): Outline how you will ensure that jobs are well controlled and identify/explain your proven system to manage the costs and payments for each claim including variations</p>	
<p>2.10(j): Outline how you will contract with trades people and others in such manner as to avoid any EQC exposure to further claims including for poor work and defects</p>	
<p>2.10(k): Outline your proposed reporting framework for comprehensive and timely reports to EQC – including reporting on state of reinstatement projects (time, cost, quality, scope, customer satisfaction etc)</p>	
<p>2.10(l): Identify how you will manage any Conflicts of Interest (perceived and actual)</p>	
<p>2.13: Outline your approach to risk management, taking account of the following requirements:</p> <ul style="list-style-type: none"> (a) Repair priorities should be managed on the basis of need (prioritisation methodology/ programme to be agreed with EQC) as opposed to the prospect of many thousands of homeowners attempting to compete against each other for repairs on the basis of first come first served, or highest bidder wins (b) That accountability for the reinstatement works will rest with EQC in accordance with its statutory role (c) Management of programme priorities to ensure fair and equitable treatment of property/homeowners based on the agreed needs/prioritisation 	

<p>methodology (manage any stakeholder queries/appeals on priorities)</p> <ul style="list-style-type: none"> (d) Effective specification of the scope of each set of works to be delivered (e) Effective management of Conflicts of Interest (both perceived and actual) between stakeholders (f) Ensuring the maximum number of properties are habitable (to agreed standards) as soon as possible, and by a date to be determined by EQC (following consultation) (g) All repairs/construction related activities meet required standards and achieve successful code of compliance (h) Final repairs and costs, demonstrate good value for money and can withstand scrutiny (i) Effective management of fraudulent or exaggerated claims (j) Effective management of safety and environmental/sustainability impacts (k) Control of repair costs and quality is achieved by the engagement by repair firms of reputable trades-people. The only way for a person to secure EQC repair work would be by contracting to a PMO and adhering to their requirements (and any further requirements of EQC). However, where the PMO considers it appropriate, the PMO may facilitate reinstatement works to buildings using qualified trades people procured by the property owner. (l) Avoiding "desertification" (the phenomenon whereby people walk off their property, leaving it in its damaged state) <p>Describe the dispute resolution process you intend to provide to resolve disputes between EQC claimants and your organisation</p>	
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In the course of evaluating your RFP response EQC reserves the right to obtain information from any relevant company, organisation or person whether or not named by you in your response to this RFP.

11 BUSINESS RELATIONSHIP

Information required	Respondent information
Describe in detail how you would manage and develop the relationship with EQC to make this project a success	
Does your organisation operate a Quality Assurance ("QA") programme? If yes, please provide details of your QA programme within your appendices. What would be the benefits of the QA programme to EQC in managing the project?	

12 FINANCIAL CAPABILITY

- 12.1 Shortlisted respondents will be required to establish to EQC's satisfaction their financial capability to perform under the contract and their on-going solvency. Audited financial statements will be required.

- 12.2 EQC may use an independent credit rating or other organisation to conduct financial assessments and reports. For this assessment to be completed, a representative from such an organisation may contact you concerning the financial information that you provide to EQC.

13 INSURANCE DETAILS

EQC will require insurance appropriate for the goods or services contemplated by this RFP e.g. public liability, professional indemnity etc. Insurance confirmations and relevant certificates will be required from shortlisted respondents.

14 PRICING

- 14.1 Please provide a detailed pricing offer below for your performance of the PMO role, including:
- (a) Pricing rates and structure (including any rebates or discounts, caps, mobilisation charges, disbursements etc); and
 - (b) Payment terms.

NOTE: All pricing is to be in New Zealand dollars and exclusive of GST.

15 ASSUMPTIONS

Detail any assumptions that you have made when responding to this RFP.

FORM OF RESPONSE

The party(ies) submitting this RFP response are: [State party or parties]							
The primary contact person is:							
Contact details:							
Phone:							
Mobile:							
Fax:							
Postal:							
Email:							
Address for service:							
I/we understand that you are not obliged to accept the lowest priced or any RFP response that you may receive.							
We acknowledge receipt of notices to respondents numbered:	<table border="1"> <tr> <td>(INSERT NUMBER(S))</td> <td>to</td> <td>(INSERT NUMBER(S))</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	(INSERT NUMBER(S))	to	(INSERT NUMBER(S))			
(INSERT NUMBER(S))	to	(INSERT NUMBER(S))					
<p>On behalf of the parties submitting this RFP response, we confirm that we have fully understood the requirements set out in the RFP documents, and that none of the information submitted by us breaches any third-party copyright.</p> <p>In lodging this response the respondent also warrants:</p> <ul style="list-style-type: none"> ▪ that they did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of EQC, its officers, employees, agents, contractors or advisers other than any statement warranty or representation expressly contained in the RFP document and any Notice To Respondents documents issued relating to this RFP document. ▪ that it did not use the assistance of EQC employees, or information unlawfully obtained from EQC in compiling its response. <p>The respondent also confirms to have read, understood and agrees to abide by EQC's Procurement Policy Statement of Business Ethics.</p>							

Request for Proposal - Reinstatement Project Management

Dated:	
Signed by:	
for and on behalf of the submitting party(ies)	

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 9:08 a.m.
To: 9(2)(a)
Subject: FW: Access to GETS Approved

9(2)(a)

The Government tenders service website.

Login

Pwd:

9(2)(a)

From: info@gets.govt.nz [mailto:info@gets.govt.nz]
Sent: Monday, 27 September 2010 8:30 a.m.
To: Hugh Cowan
Subject: Access to GETS Approved

Dear Hugh Cowan

Your Government Electronic Tenders Service (GETS) account is now active.

The GETS website is located at www.gets.govt.nz. To login, click on the 'Existing Users' link in the main menu of the GETS homepage or follow this link <https://www.gets.govt.nz/Default.aspx?show=Login&returnTo=home>.

You will be prompted to enter your email address and password.

If you can't remember the password you entered into the registration form, click on the 'Forgotten password' link on the GETS homepage or login page and GETS will send a new password to your (registered) email address.

You will now begin receiving automatic TenderWatch emails to notify you of new tender opportunities.

You can narrow down the information contained in notifications to particular product/service categories of interest to you (or deselect all categories to stop email notifications being sent to you) by changing your 'Watch List Preferences' once you have logged in. A list of all current tender opportunities in your preferred categories is available in your 'Watch List Results' when you log in.

Kind regards
The GETS Team

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<http://www.govt.nz> - connecting you to New Zealand central & local government services

9(2)(a)

From: Hugh Cowan
Sent: Monday, 27 September 2010 8:33 a.m.
To: 9(2)(a)
Subject: RE: Access to GETS.

Thanks 9(2)(a)

I will be wanting to upload an RFP document shortly this morning. I assume this is fairly straightforward but will let you know if I strike any difficulty.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)

From: 9(2)(a) [mailto:9(2)(a)@med.govt.nz]
Sent: Monday, 27 September 2010 8:31 a.m.
To: Hugh Cowan
Subject: Access to GETS.

Good morning Hugh

Thank you for registering on GETS.

You can now access the site.

Contact me any time for assistance

Rods

9(2)(a)

9(2)(a)

Government Electronic Tenders Service (GETS)
PO Box 1473
33 Bowen Street
Wellington
DDI: 9(2)(a)
Email: 9(2)(a)
Website: www.gets.govt.nz
Govt guidelines: www.procurement.govt.nz

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 8:09 p.m.
To: 9(2)(a)
Subject: RE: RFP Questions and Clarifications

Got that. Bit under the weather but aim to be in by 8.00. Cheers Hugh

--- original message ---

From: 9(2)(a)@chapmantripp.com>
Subject: RE: RFP Questions and Clarifications
Date: 28th September 2010
Time: 7:46:49 pm

Suits me. Hugh I will call you in the morning.

9(2)(a)

Sent from my HTC

-----Original Message-----

From: 9(2)(a)@med.govt.nz>
Sent: Tuesday, 28 September 2010 7:23 p.m.
To: 9(2)(a) 9(2)(a)
hacowan@eqc.govt.nz <hacowan@eqc.govt.nz>
Cc: 9(2)(a)
Subject: RE: RE: RFP Questions and Clarifications

Hi 9(2)(a)

I'm doing interviews at MED in the morning.

For this first set can you call Hugh in the morning and finalise between you as its EQCs perspective thats needed.

If Hugh wants I can send the finalised version out when I get back.

I'll then set up a regular slot say noon and 4:30pm? till Friday

9(2)(a)

From: 9(2)(a)
To: 9(2)(a) hacowan@eqc.govt.nz
Cc: 9(2)(a)
Subject: RE: RFP Questions and Clarifications Thanks 9(2)(a)

Looking good. I've got a couple of tweaks which I'll feed into the first review meeting.

At this stage I can do anytime tomorrow from 9am. We can then agree a standard time or email rota moving forward.

regards

9(2)(a)

9(2)(h)



Regards

9(2)(a)

newzealand.govt.nz<<http://newzealand.govt.nz>> - connecting you to New Zealand central & local government services

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 7:50 p.m.
To: 9(2)(a)
Subject: FWD: NZDF Support to EQC unclassified
Attachments: NZDF Support to EQC unclassified

9(2)(a) I replied to 9(2)(a) thanking him for NZDF interest and willingness to assist. Leave you to touch sides with 9(2)(a)
Cheers Hugh

9(2)(a)

From: 9(2)(a)@nzdf.mil.nz>
Sent: Tuesday, 28 September 2010 8:18 a.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: NZDF Support to EQC unclassified

Hugh,

This is to advise that 9(2)(a) Land Force Group in Burnham, has been in touch with 9(2)(a) 9(2)(a) as suggested by you to confirm what type and level of support NZDF can provide EQC in the Canterbury Quake aftermath. 9(2)(a) has undertaken to arrange a meeting between some of his key staff and some of 9(2)(a) 9(2)(a) staff to discuss support requirements. 9(2)(a) will work through the matter with his staff over the next couple of days with a view to arranging a meeting later in the week. The NZDF remains committed to providing appropriate support to EQC to assist you in this significant task.

Kind regards

9(2)(a)

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 7:19 p.m.
To: 9(2)(a)
Subject: RE: EQC Seeks Tenders for Quake Repair Project Office

9(2)(a) Just to acknowledge your call and to say that I will send the document first thing tomorrow morning.
Regards Hugh

--- original message ---

From: 9(2)(a)
Subject: EQC Seeks Tenders for Quake Repair Project Office
Date: 28th September 2010
Time: 6:54:47 pm

Hi Hugh,

As you may be aware, we 9(2)(i) (Christchurch office) are helping the Christchurch office of the EQC 9(2)(a) establish a planning framework for assessing and estimating of claims. While this is only a very small piece of work that we are currently undertaking free of charge, it has brought to our attention that you are planning to seek Tenders for a Quake Repair Project Office. We would appreciate if you could add us to the tender list.

In brief: we are part of 9(2)(i), one of the largest engineering and project services companies globally. Also part of 9(2)(i), an international infrastructure-based advisory company that has supported governments and private organisations in the conception, development and delivery of major projects and programs throughout Australia, Asia and the Middle East. As a group we can mobilise significant resources as well as relevant programme/project management experience at short notice.

I trust that the above is sufficient information for you to give us an opportunity to bid for the above work. However, if this was of interest, I would be more than happy to provide you with further information on our capabilities and experience at any stage.

I look forward to hearing from you and/or receiving the tender documents.

Kind regards

9(2)(a)

9(2)(i)

Think of the environment - please don't print this e-mail unless you really need to.

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 4:20 p.m.
To: 9(2)(a)
Subject: RE: Peer Review CHCH

Thanks, 9(2)(a) look forward to hearing from 9(2)(a) He may find it easier to reach me by phone - 9(2)(a)

Regards
Hugh

From: 9(2)(a)@beca.com]
Sent: Tuesday, 28 September 2010 4:04 p.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: Peer Review CHCH

Dear Hugh,

Thank you for your call earlier today regarding our capability and availability to assist you with a geotechnical peer review. We have discussed the matter internally and believe we can offer up experts able review the T&T report.

To facilitate a detailed response, I have passed your enquiry on to our CHCH Infrastructure Project Director who is coordinating all of our activities locally, his name 9(2)(a) and I have asked him to come back to you later today.

Regard

9(2)(a)

www.beca.com

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 4:11 p.m.
To: 9(2)(a)
Subject: FW: Request for Proposal (CE0010) For Reinstatement Project Management - Question

From: 9(2)(a)
Sent: Tuesday, 28 September 2010 3:59 p.m.
To: Hugh Cowan
Subject: Request for Proposal (CE0010) For Reinstatement Project Management - Question

9(2)(i)

9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 4:05 p.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: RFP for Reinstatement Project Management
Attachments: img-9270019-0001.pdf

Dear 9(2)(a)

As discussed, please find attached the RFP for Remediation Project Management following the Canterbury Earthquake 2010.

The Earthquake Commission (EQC) is looking to engage a Project Management Organisation(s) to acquire and manage the resources required to undertake the remediation of a large number of properties damaged in the "Canterbury Earthquake" 2010.

As the situation is still evolving, the RFP has been written flexibly to allow early engagement with a Project Management Organisation(s) before the final project management/delivery solution is developed.

The information requirements from respondents are detailed in the RFP. Of particular interest to EQC will be respondents capacity and demonstrate track record in managing major, large scale projects of this nature.

Due to the emergency situation, this RFP closes on Monday 4 October at 9.00 am.

There are a couple of RFP clarifications that will be sent out shortly. Please advise me of your preferred contact details.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI - 9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 3:32 p.m.
To: 9(2)(a)
Subject: FW: EQC has launched a world-wide search for a company to manage repairs to earthquake-damaged property in Canterbury.

From: 9(2)(a)
Sent: Tuesday, 28 September 2010 2:27 p.m.
To: Hugh Cowan
Subject: FW: EQC has launched a world-wide search for a company to manage repairs to earthquake-damaged property in Canterbury.

From: 9(2)(a)
Sent: Tuesday, 28 September 2010 1:25 p.m.
To: Reception
Cc: 9(2)(a)
Subject: EQC has launched a world-wide search for a company to manage repairs to earthquake-damaged property in Canterbury.

Hi 9(2)(a)

As discussed, please pass this to 9(2)(a)

9(2)(a)

We are keen to have a look at the RFP for this tender for project management services. 9(2)(i) have managed projects with an aggregate capital value of over \$2 Billion over the past 15 years, we are currently managing repairs to earthquake damage to one of our clients facilities in the Rolleston industrial park, and our structural, civil and geotechnical engineers have been working with assessors and council in the Christchurch area over the past weeks.

Please accept this as a registration of interest, and we look forward to hearing from you.

Regards

9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 1:18 p.m.
To: 9(2)(a)
Subject: FW: Greeting from Boston and some follow up questions on EQC liquefaction indemnity

9(2)(a)

I will prepare a draft reply in next few days and get you to review it – just let you know it’s coming (and see where the modellers are going....)

Cheers
Hugh

From: 9(2)(a)@tonkin.co.nz
Sent: Tuesday, 28 September 2010 12:44 p.m.
To: 9(2)(a)
Cc: Hugh Cowan
Subject: RE: Greeting from Boston and some follow up questions on EQC liquefaction indemnity

Hi again, and thank you for your interest.

I can answer your first question, but I’m unsure how the indemnity calculations work, so I have forwarded this email to Hugh Cowan at EQC who will have a better idea of where EQC is heading with these issues.

At present, our land damage categories are:

- Significant** Significant liquefaction land damage (major lateral spreading)
- Major** Major liquefaction land damage (major settlements and minor lateral spread)
- Moderate** Moderate liquefaction land damage (moderate settlements)
- Minor** Minor land damage (no surface evidence of liquefaction)
- Structural** Structural shaking damage only (no obvious land damage)

Regards,

9(2)(a)

9(2)(a)

Tonkin & Taylor Ltd.
151 Kilmore St. PO Box 13055 Christchurch 8141 New Zealand

9(2)(a)

Project: Chch EQ
T&T Ref: 51731.100

From: 9(2)(a)
Sent: Tuesday, 28 September 2010 11:56 a.m.
To: 9(2)(a)
Subject: Greeting from Boston and some follow up questions on EQC liquefaction indemnity

Hi, 9(2)(a)

This is [REDACTED] from Boston, whom you and your colleague had kindly met us to explain how EQC was processing liquefaction and lateral spreading related damage and indemnity.

First of all, I would like to express my appreciation again for your help out of your extremely busy schedule during our visit, and here is a photo showing the scene taken by my colleague.

Secondly, I am having several follow-up questions for clarification. It is highly appreciated if you can provide some comments so that I will have verified information for EERI Christchurch Quake reconnaissance report, and you will be acknowledged as a resource.

Here are my questions,

1. EQC had classified FIVE liquefaction and lateral spreading damage state according to its impact on dwelling damage, that I only recorded THREE, which are a) large lateral spreading, b) heavy liquefaction induced settlement and c) moderate liquefaction induced settlement. Could you kindly let me know the official language of such FIVE damage states?
2. Has EQC decided the indemnity calculation for land damage? What are the average rural and urban dwelling land size? And what is the maximum indemnity for such an average land size?
3. How the indemnity is calculated given a liquefaction damage state and actual land size?
4. Is the indemnity calculated separately if a dwelling have both liquefaction and shaking damage? How?
5. In case a dwelling was damaged due to liquefaction, and the owner decides to demolish and rebuild it, what is the EQC indemnity?
6. In case a dwelling was damaged due to liquefaction, and the owner decides to demolish but without rebuilding it, what is the indemnity?
7. In case a dwelling was damaged due to liquefaction, and the owner decides to abandon it (leave as it is) and relocate to an another dwelling, what is the indemnity?

Some of the questions are quick tricky and difficult to answer, but they are kind of practical and important for people to understand New Zealand insurance system and implication on future earthquake insurance policy. Sorry for the complexity, and thanks in advance. Please feel free to let me know if it needs any clarification.

Best regards

9(2)(a)
[REDACTED]



Tonkin & Taylor: <http://www.tonkin.co.nz>

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 1:16 p.m.
To: 9(2)(a)
Subject: RE: teleconf numbers

9(2)(a)

Sorry, teleconference numbers have just been changed! Please disregard earlier info and await new....

Also, regarding BRANZ involvement – they help us with the EDAC (Earthquake Damage Assessment Criteria) documentation and training for loss adjusters, so this survey will facilitate an update. They understand the privacy constraints etc...

Cheers
Hugh

From: 9(2)(a) [mailto:9(2)(a)@eqc@clear.net.nz]
Sent: Monday, 27 September 2010 3:31 p.m.
To: 9(2)(a)
Cc: Hugh Cowan
Subject: RE: Christchurch Earthquake

Hi 9(2)(a)

We should probably discuss this a little in terms of privacy concerns as well as ensuring there is no unauthorized public comment on the nature of the damage etc.

Can we chat when convenient – perhaps tomorrow

Am seeing 9(2)(a) tonight

Regards

9(2)(a)

NZ Earthquake Commission
Phone: 9(2)(a)
Email: 9(2)(a)@eqc@clear.net.nz

From: 9(2)(a) [mailto:9(2)(a)@eqc.govt.nz]
Sent: Monday, 27 September 2010 12:16 p.m.
To: 9(2)(a)
Cc: [redacted]
Subject: RE: Christchurch Earthquake

Gentlemen.

It would be fine by EQC Management to have some of your staff/engineers attend claims with our loss adjusters to see the damage for research purposes. Hugh Cowan and I are managing this aspect and Hugh completely agrees.

To this end I will need to liaise with my Field Office Managers to arrange.
They will want to know how many people this involves and a timeframe you are envisaging.

Obviously we have already assessed many significant areas of damage so you may need to have certain staff taken on a special trip out to those areas completed such as large areas of Bexley, Kaiapoi and the like. We cannot be seen to be running a "sightseeing operation" as you can well imagine the stress levels and trauma already evident with our claimants, so this aspect needs careful management.

Larger CBD buildings either historic and retrofit as apartments or multistory, of composite use are being dealt with by a very experienced EQC loss adjuster team and if these are of interest again we can't send multitudes through as many have already seen many assessors/council staff/MPs/engineers/insurers. So again I need to know who would need to see these types of buildings and we may need to limit this in some way to key BRANZ people.

If you can contact me as soon as possible in these regards I will talk to our staff in Christchurch and can arrange direct liaison.

(I have copied this email to 9(2)(a) whom Hugh and I will be working with on structural engineering response, for their information.)

Many regards,

9(2)(a)

Earthquake Commission

9(2)(a)

From: 9(2)(a)@branz.co.nz
Sent: Friday, 24 September 2010 5:02 p.m.
To: 9(2)(a)
Subject: Christchurch Earthquake

Hi Kate

How are things going in EQC land. I expect you are going to be very busy over the next year or so. Anyway down to business. The Christchurch earthquake is a once in a lifetime opportunity for BRANZ to gain an insight into how the various types of domestic building have performed during the earthquake. We are looking at ways to gain access to the properties affected so our structural engineers can compile data for a report on the incident. Do you think that you could point us in the right direction for who to contact with this request. What we are hoping to do is "Piggy-Back" with EQC assessors this would be the best opportunity for BRANZ staff to gain access. Look forward to hearing from you.

Kind Regards

9(2)(a)



9(2)(a)

PRIVATE BAG 50908
PORIRUA CITY 5240
WWW.BRANZ.CO.NZ

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 12:43 p.m.
To: 9(2)(a)
Subject: RE: EQC Claims Update

Hi Jo, could you please put 9(2)(a) on this list also? Thanks.

From: 9(2)(a)
Sent: Tuesday, 28 September 2010 12:38 p.m.
To: 9(2)(a) Ian Simpson; 9(2)(a) Hugh Cowan; 9(2)(a)

9(2)(a)

Subject: EQC Claims Update

As at 12 p.m. Tuesday: 78,176 claims; 2,905 uninhabitable and 3,331 not weatherproof.

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 11:28 a.m.
To: 9(2)(a)
Subject: RE: Canterbury Earthquake Structural Assessment Project

My apologies for the long silence, and for not being available to attend your recent meeting with DBH.

I am preoccupied with supporting EQC's wider recovery programme so my research interests have been delegated to 9(2)(a) who is liaising with DBH 9(2)(a) and I am sure he will be talking to 9(2)(a) and others too.

We'll no doubt catch up in due course. Happy to be copied into key conversations or alternatively, for you to liaise with 9(2)(a) for the cross-agency research planning. If there is anything you need my help on then of course feel free to call.

Regards
Hugh

From: 9(2)(a)@branz.co.nz]
Sent: Wednesday, 22 September 2010 3:31 p.m.
To: Hugh Cowan
Subject: FW: Canterbury Earthquake Structural Assessment Project



9(2)(a)

PRIVATE BAG 50908
PORIRUA 5240
NEW ZEALAND
WWW.BRANZ.CO.NZ

From: 9(2)(a)
Sent: Wednesday, 22 September 2010 3:30 p.m.
To: 9(2)(a)
Subject: Canterbury Earthquake Structural Assessment Project

Hi Hugh

BRANZ and DBH are currently setting up a project to investigate the interaction between NZ Bldg Code provisions and the impact of the Canterbury earthquake on buildings. We are setting up a meeting with DBH and BRANZ staff to discuss the project but I wanted to see if you (or someone else from EQC) would like to be involved in those discussions – the meeting is here at BRANZ at 11am Friday morning. I understand that you are still in Chile, but perhaps you could suggest someone else from EQC. Or perhaps I could just keep you informed via email?

Rgds

9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 11:21 a.m.
To: David Brundson
Subject: RE: Reporting on Progress

Thanks Dave, sounds like good progress. Also, if you have time please bring 9(2)(a) up to speed with our recent thinking. I did this with 9(2)(a) yesterday and I think that helped, but I'm too busy with this RFP to discuss with others. Cheers, Hugh

From: Dave Brundson [mailto:db@kestrel.co.nz]
Sent: Monday, 27 September 2010 11:14 p.m.
To: Hugh Cowan
Subject: Reporting on Progress

Hi Hugh

Just a brief check in.

[I've checked into Room 311 actually, and seen what you mean about the neighbouring wall!]

A good session over dinner with 9(2)(a) leading to an agreed way forward, with a scoping meeting 8.30 Weds to establish a process for creating an 'Engineering Requirements Package' 9(2)(a) has agreed to come down for), with a wider meeting aimed for next Monday pm. I'll see what sort of a TOR I can come up with.

Spoke with 9(2)(a) (and 9(2)(a) get him thinking more specifically about the sort of assistance he needs). She only has about 10 hours a week free from 9(2)(a) and I suspect that may not be enough. But the reverse logic may apply, as in if 9(2)(a) was funded to make here available, then 20 hours might magically appear. But first things first, I'll get back to 9(2)(a) later tomorrow.

Cheers
Dave

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 10:52 a.m.
To: 9(2)(a)
Cc:
Subject: FW: NZDF Support to EQC unclassified

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 10:52 a.m.
To: 9(2)(a)
Subject: RE: NZDF Support to EQC unclassified

9(2)(a) thanks for the update and to reiterate, many thanks for your willingness to assist EQC. I look forward to hearing the ideas that emerge from the meeting.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI +64 9(2)(a)

From: 9(2)(a) [mailto:9(2)(a)@nzdf.mil.nz]
Sent: Tuesday, 28 September 2010 8:18 a.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: NZDF Support to EQC unclassified

Hugh,

This is to advise that 9(2)(a) Land Force Group in Burnham, has been in touch with 9(2)(a) 9(2)(a) as suggested by you to confirm what type and level of support NZDF can provide EQC in the Canterbury Quake aftermath. 9(2)(a) has undertaken to arrange a meeting between some of his key staff and some of 9(2)(a) 9(2)(a) staff to discuss support requirements. 9(2)(a) will work through the matter with his staff over the next couple of days with a view to arranging a meeting later in the week. The NZDF remains committed to providing appropriate support to EQC to assist you in this significant task.

Kind regards

9(2)(a)

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 10:52 a.m.
To: 9(2)(a)
Subject: FW: NZDF Support to EQC unclassified

From: 9(2)(a) [mailto:9(2)(a)@nzdf.mil.nz]
Sent: Tuesday, 28 September 2010 8:18 a.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: NZDF Support to EQC unclassified

Hugh,

This is to advise that 9(2)(a) Land Force Group in Burnham, has been in touch with 9(2)(a) 9(2)(a) as suggested by you to confirm what type and level of support NZDF can provide EQC in the Canterbury Quake aftermath. 9(2)(a) has undertaken to arrange a meeting between some of his key staff and some of 9(2)(a) 9(2)(a) staff to discuss support requirements. 9(2)(a) will work through the matter with his staff over the next couple of days with a view to arranging a meeting later in the week. The NZDF remains committed to providing appropriate support to EQC to assist you in this significant task.

Kind regards

9(2)(a)

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9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 10:48 a.m.
To: 9(2)(a)
Subject: FW: 9(2)(a)

-----Original Message-----

From: 9(2)(a) [mailto:9(2)(a)@eqc@clear.net.nz]
Sent: Tuesday, 28 September 2010 9:37 a.m.
To: Hugh Cowan
Subject: RE: Urgent Lists

Hugh,

I will check - but as far as I am concerned its working. I had reason to check yesterday and there is someone clearing 9(2)(a) email every day.

What I AM finding is expectation on EQC field staff is of perfect adherence to standing instructions - not going to happen. What happens with these queries is that the person is contacted and then re-prioritized in accordance with the relative merits of the case presented. It is not axiomatic that someone reporting urgent will truly meet that criteria.

Let me find out more.

What is the BET centre - I think I know but not sruue of the acronym?

9(2)(a)

NZ Earthquake Commission
Phone 9(2)(a)
Email: 9(2)(a)@eqc@clear.net.nz

-----Original Message-----

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz]
Sent: Monday, 27 September 2010 6:00 p.m.
To: 9(2)(a)
Cc: [redacted]
Subject: FW: Urgent Lists
Importance: High

Hi 9(2)(a)

I would be grateful if you could liaise and figure out what might have happened here, and then make whatever adjustment you consider appropriate to ensure we can channel and respond effectively to these "urgent" requests.

My understanding is that urgent EQC-related calls would be processed by claims_coordinator@clear.net.nz while health and safety matters will be dealt with by Council - allowing for discretion and flexibility in the priority-setting for these.

For our collective understanding it would be helpful to know how many of the urgent enquiries received and sent on by IPENZ have been followed up. And of those that have been followed up, how did the reality on the ground compare to what was reported.

Thanks in advance! 9(2)(a) you are on leave but I am copying you for continuity.

Regards
Hugh

-----Original Message-----

From: 9(2)(a) [redacted]@ipenz.org.nz]

Sent: Monday, 27 September 2010 5:07 p.m.

To: Hugh Cowan

Subject: Urgent Lists

Importance: High

Hi there Hugh

I was very concerned to receive a call today from the BET centre, to say that they had just received my "Urgent" email from 21-Sept-2010, which had been forwarded through a number of agencies and had now ended up with them and what was its purpose.

It was very disappointing to discover that we (IPENZ) had possibly been misleading people and setting expectations which would not and had not been delivered on, which was also reflected by the number of calls I have taken today from people who we had passed on to EQC and CCC via the process you suggested last week.

Could you please advise/confirm if the process we have been following is working and if it is not, I would like to work with you and your people to establish a better method.

I appreciate it is not an area for which you have direct responsibility, but would like to work with you and your contacts to see what we can do to improve the path.

Many thanks

Regards

9(2)(a) [redacted]

IPENZ Engineers New Zealand

Delivery: Ground Floor, Engineers New Zealand, 158 The Terrace, Wellington 6011

Postal: PO Box 12 241, Wellington 6144

T 9(2)(a) [redacted]

M [redacted]

F [redacted]

www.ipenz.org.nz <<http://www.ipenz.org.nz/>>

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P Please consider the environment before printing this email.

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 10:47 a.m.
To: 9(2)(a)
Subject: RE: BRANZ engineers research question

Hi 9(2)(a)

I won't be able to make the meeting for Chile today, sorry. I have been asked to lead the RFP for reinstatement works for ~50,000 claims, so I am rather preoccupied. Will talk to you soon. If you haven't spoken recently with 9(2)(a) 9(2)(a) he could brief you on some of the conversations we've had. Sorry about my unavailability.

Cheers
Hugh

From: 9(2)(a)@branz.co.nz]
Sent: Tuesday, 28 September 2010 10:02 a.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: RE: BRANZ engineers research question

Hi Hugh

I wondered if my earlier email may have got lost in the flurry over the last couple of weeks. I assume we are still on for the Chile meeting this afternoon? Perhaps we can talk about details for Chch then also?

Cheers

9(2)(a)

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz]
Sent: Monday, 27 September 2010 11:57 a.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: RE: BRANZ engineers research question

9(2)(a)

Good idea. Will leave it to you to liaise with 9(2)(a) in Christchurch and let BRANZ know. Another BRANZ colleague who should know about this is 9(2)(a)@branz.co.nz) who contacted me about this early on and got nothing back (I'm sorry!)....

Hugh

From: 9(2)(a)
Sent: Monday, 27 September 2010 11:44 a.m.
To: Hugh Cowan
Subject: BRANZ engineers research question
Importance: High

Hugh I have been approached by BRANZ with the below. (I am their liaison about many aspects of EQ repair etc. BRANZ are very helpful with all structural/repair and rebuilding questions that arise from field office responses)

I believe this is a realistic request within the bounds of research for their engineers.

Can we arrange something for them in lines with their suggestion?

If so we may have to do this quite quickly and liaise with our Claims Coordinator in ChCh.

I am happy to be involved with this.

9(2)(a)

Earthquake Commission

MOBILE: 029 978 6411

DDI: 04 978 6411

FAX: 04 978 6431

From: 9(2)(a)@branz.co.nz
Sent: Friday, 24 September 2010 5:02 p.m.
To: 9(2)(a)
Subject: Christchurch Earthquake

Hi 9(2)(a)

How are things going in EQC land. I expect you are going to be very busy over the next year or so. Anyway down to business. The Christchurch earthquake is a once in a lifetime opportunity for BRANZ to gain an insight into how the various types of domestic building have performed during the earthquake. We are looking at ways to gain access to the properties affected so our structural engineers can compile data for a report on the incident. Do you think that you could point us in the right direction for who to contact with this request. What we are hoping to do is "Piggy-Back" with EQC assessors this would be the best opportunity for BRANZ staff to gain access. Look forward to hearing from you.

Kind Regards

9(2)(a)



9(2)(a)

PRIVATE BAG 50908
PORIRUA CITY 5240
WWW.BRANZ.CO.NZ

This email message (along with any attachments) is intended only for the addressee(s) named above. The information contained in this email is confidential to the **New Zealand Earthquake Commission (EQC)** and must not be used, reproduced or passed on without consent. If you have received this email in error, informing EQC by return email or by calling (04)978 6400 should ensure the error is not repeated. Please delete this email if you are not the intended addressee.

9(2)(a)

From: Hugh Cowan
Sent: Tuesday, 28 September 2010 10:23 a.m.
To: 9(2)(a)
Subject: RE: Urgent Lists

9(2)(a) I'll leave you to probe a little further, with 9(2)(a) at some point. Appreciate absolutely the points you make re expectations etc.... I merely hoping for some empirical info to provide the appropriate calibration.

Re- media release and being you in the loop - I have briefed colleagues and all acknowledge it's vital. 9(2)(a) adding you to key lists.

Huge appreciation for the role you are performing. :-)

H.

-----Original Message-----

From: 9(2)(a) <9(2)(a)@clear.net.nz>
Sent: Tuesday, 28 September 2010 9:37 a.m.
To: Hugh Cowan
Subject: RE: Urgent Lists

Hugh,

I will check - but as far as I am concerned its working. I had reason to check yesterday and there is someone clearing 9(2)(a) email every day.

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Let me find out more.

What is the BET centre - I think I know but not sure of the acronym?

9(2)(a)

NZ Earthquake Commission
Phone: 9(2)(a)
Email: 9(2)(a)@clear.net.nz

-----Original Message-----

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz]
Sent: Monday, 27 September 2010 6:00 p.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: FW: Urgent Lists
Importance: High

Hi 9(2)(a)

I would be grateful if you could liaise and figure out what might have happened here, and then make whatever adjustment you consider appropriate to ensure we can channel and respond effectively to these "urgent" requests.

My understanding is that urgent EQC-related calls would be processed by claims_coordinator@clear.net.nz while health and safety matters will be dealt with by Council - allowing for discretion and flexibility in the priority-setting for these.

For our collective understanding it would be helpful to know how many of the urgent enquiries received and sent on by IPENZ have been followed up. And of those that have been followed up, how did the reality on the ground compare to what was reported.

Thanks in advance! [9\(2\)\(a\)](#) you are on leave but I am copying you for continuity.

Regards
Hugh

-----Original Message-----

From: [9\(2\)\(a\)](#) @ipenz.org.nz
Sent: Monday, 27 September 2010 5:07 p.m.
To: Hugh Cowan
Subject: Urgent Lists
Importance: High

Hi there Hugh

I was very concerned to receive a call today from the BET centre, to say that they had just received my "Urgent" email from 21-Sept-2010, which had been forwarded through a number of agencies and had now ended up with them and what was its purpose.

It was very disappointing to discover that we (IPENZ) had possibly been misleading people and setting expectations which would not and had not been delivered on, which was also reflected by the number of calls I have taken today from people who we had passed on to EQC and CCC via the process you suggested last week.

Could you please advise/confirm if the process we have been following is working and if it is not, I would like to work with you and your people to establish a better method.

I appreciate it is not an area for which you have direct responsibility, but would like to work with you and your contacts to see what we can do to improve the path.

Many thanks

Regards

[9\(2\)\(a\)](#)

IPENZ Engineers New Zealand
Delivery: Ground Floor, Engineers New Zealand, 158 The Terrace, Wellington 6011
Postal: PO Box 12 241, Wellington 6144

[9\(2\)\(a\)](#)

www.ipenz.org.nz <<http://www.ipenz.org.nz/>>

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 3:33 p.m.
To: 9(2)(a)@med.govt.nz
Subject: call log

9(2)(a) received a call 3.00pm from 9(2)(a) Inquiry about RFP following approach from two or more listed parties seeking endorsement of tenders in prep. I directed 9(2)(a) to those parties for more info about RFP document. Regards Hugh

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 3:23 p.m.
To: 9(2)(a)
Subject: RE: Peer Review CHCH

9(2)(a) could you please call me asap - 9(2)(a) thanks, Hugh

--- original message ---

From: 9(2)(a)
Subject: RE: Peer Review CHCH
Date: 29th September 2010
Time: 12:50:07 pm

Thanks Hugh, I will get back to you as soon as possible

Regards

9(2)(a)

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz]
Sent: Wednesday, 29 September 2010 10:20 a.m.
To: 9(2)(a)
Subject: RE: Peer Review CHCH

9(2)(a)

I attach draft TOR for the peer review of T&T geotech investigations for EQC since the 4 Sept. Earthquake. I envisage this work will best be done in ChCh because the reviewers need to visit the affected areas with T&T in order to appreciate what we are dealing with.

It would make sense to me if 9(2)(a) could work with your people, 9(2)(a) at the 9(2)(i) office in ChCh and put a wrap on the review while there. I am happy to consider other suggestions, but perhaps you could first consider the TOR, discuss with each other, then come back to me with a plan including cost estimate and timeframe.

Naturally, we want this underway without delay if possible. Thanks in advance for your help with this important step.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 2:39 p.m.
To: 9(2)(a)
Subject: FWD: RFP - Reinstatement Project Management
Attachments: RFP - Reinstatement Project Management

9(2)(a)

From: 9(2)(a)
Sent: Wednesday, 29 September 2010 1:20 p.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: RFP - Reinstatement Project Management

Good afternoon Hugh,

We are working through our response to the RFP and would like to discuss our proposed approach with you and the team if that is possible please.

Our experience is pointing us toward a slightly different option for delivery and to ensure the effort of submission is not wasted we are keen to discuss the concept with you to understand whether it is palatable or requires further development. I recognise you may have a dozen similar requests to this and so would be very appreciative if you would be able to make the time.

It was mentioned on the call that your team is split across Wellington and Christchurch so I'm not sure where you will be this week.

Would late Thursday afternoon in Christchurch work for you? If you're in Wellington we could do it by phone. Alternatively I will be in Wellington on Friday and could do between 12 and 2pm if that is better.

I look forward to hearing from you soon.

Best regards,

9(2)(a)

9(2)(a)

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CILDISCL0005

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 2:39 p.m.
To: 9(2)(a)
Subject: FWD: Reinstatement Project management Canterbury
Attachments: Reinstatement Project management Canterbury

9(2)(a)

From: 9(2)(a)
Sent: Wednesday, 29 September 2010 1:53 p.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: Reinstatement Project management Canterbury
Attachments: Attachment withheld under 9(2)(i)

Hi Hugh

Please find attached letter that follows up on our discussion of yesterday.

Cheers

9(2)(a)



9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 11:45 a.m.
To: Ian Simpson
Subject: RE: IOF Social Impacts Workshop - Wed 6 October

Creative? Pay for the lunch . . ?. Joking aside, we could see if 9(2)(a) would like to attend in our stead? H.

--- original message ---

From: "Ian Simpson" <isimpson@eqc.govt.nz>
Subject: RE: IOF Social Impacts Workshop - Wed 6 October
Date: 29th September 2010
Time: 11:17:21 am

9(2)(a)

Despite my best intentions, I am afraid Hugh and I will be evaluating RFPs next Wednesday and so cannot attend.

Hugh,

Any creative thoughts on how we can support the workshop?

Cheers,

Ian.

From: 9(2)(a) [mailto:9(2)(a)@gns.cri.nz]
Sent: Wednesday, 29 September 2010 9:42 a.m.
To: 9(2)(a)

Cc: Hugh Cowan; 9(2)(a)
9(2)(a)
Subject: Fw: IOF Social Impacts Workshop - Wed 6 October

Good morning all,

Please find attached an updated agenda for next Wednesday's IOF social impact workshop, to be held at GNS Science.

For those of you who have already indicated your attendance, we look forward to seeing you there. If anyone else would like to join the workshop, please let me know ASAP.

Kind regards,

9(2)(a)

.....
9(2)(a)

GNS Science

PO Box 30368, Lower Hutt 5040, New Zealand

9(2)(a)

www.gns.cri.nz <<http://www.gns.cri.nz/>>

----- Forwarded by 9(2)(a) /GNS on 29/09/2010 09:34 -----

9(2)(a) /GNS

03/09/2010 14:31

To

IOF Steering Committee

cc

9(2)(a)

Subject

IOF Social Impacts Workshop - invitation

Hi all -

Further to discussions at the IOF Steering Committee meeting last week, I attach a draft agenda for the Social Impacts Workshop, to be held at GNS Science on 6 October.

The purpose of the workshop is to discuss previous IOF tasks and assess opportunities and implications for social impacts - if you are available to attend, your input would also be welcome.

Please let me know by next Friday, 10 September, whether you will be attending.

Kind regards,

9(2)(a)

.....
9(2)(a)

9(2)(a)

GNS Science
PO Box 30368, Lower Hutt 5040, New Zealand

9(2)(a)

www.gns.cri.nz <<http://www.gns.cri.nz/>>

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9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 11:36 a.m.
To: 9(2)(a)
Subject: RE: FW: 9(2)(a) Resume July 2010

Yes please, bring 9(2)(a) talk with 9(2)(a) about the contracting and invite her to come tomorrow. We will still involve 9(2)(a) tomorrow, but might consider using him as a reviewer later? What do you think? Regards Hugh

--- original message ---

From: 9(2)(a)@med.govt.nz>
Subject: FW: 9(2)(a) Resume July 2010
Date: 29th September 2010
Time: 11:30:11 am

Hugh,

This 9(2)(a) is on contract with MED till tomorrow, 9(2)(a) done excellent work supporting the new All-of-Government contracts and I thoroughly recommend 9(2)(a)

9(2)(a) been part of my team of 35 for the last 4 months and the feedback has been excellent.

9(2)(a) due to go and start work at Corrections on Monday, but they have just pulled the plug on the project. So 9(2)(a) on the market.

It would really help to get 9(2)(a) board, and the day rate is a much more reasonable 9(2)(i) per day.

If you want me to do anything to make that happen let me know.

Regards

9(2)(a)

From: 9(2)(a)
Sent: Wednesday, 29 September 2010 11:09 a.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: 9(2)(a) Resume July 2010

Hi 9(2)(a)

Thank you for the discussion, please find attached my CV.

My daily rate here at MED via 9(2)(a) is 9(2)(i) so I am happy to go with this for EQC.

My normal hourly rate for Procurement Consulting is 9(2)(a) +GST p/h for a longer term as a Contractor.

I know - all very complicated!!!

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 11:01 a.m.
To: Ian Simpson; 9(2)(a)
Subject: Peer Review of T&T

Ian/9(2)(a)

Terms of reference for peer review now with 9(2)(i) and we are awaiting a plan with costs and timeline - aiming for completion by end of next week at latest.

9(2)(a) Recovery Commissioner concurs with choice of reviewers.

All three councils have been notified that review is underway and will be shared on completion. All are happy.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI - 9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 10:20 a.m.
To: 9(2)(a)
Subject: RE: journal of disaster research

OK, no problem. I suggest you do not order reprints – they are expensive and nobody needs them these days....

From: 9(2)(a) [mailto:9(2)(a)@dia.govt.nz]
Sent: Wednesday, 29 September 2010 10:02 a.m.
To: Hugh Cowan
Subject: journal of disaster research

Hi Hugh,

I have checked the Journal of Disaster Research website again. It says - one copy of the journal will be sent to the contributor.

So, there is only one hard copy available, without ordering reprinting....

Cheers, 9(2)(a)

=====
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=====

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 10:20 a.m.
To: 9(2)(a)
Subject: RE: Peer Review CHCH
Attachments: PeerReview_TOR_v1.doc

9(2)(a)

I attach draft TOR for the peer review of T&T geotech investigations for EQC since the 4 Sept. Earthquake. I envisage this work will best be done in ChCh because the reviewers need to visit the affected areas with T&T in order to appreciate what we are dealing with.

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Naturally, we want this underway without delay if possible. Thanks in advance for your help with this important step.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI +9(2)(a)

DRAFT

Preliminary for Discussion

Terms of Reference

Peer Review: Tonkin and Taylor Appraisal of the Nature of Land Damage – Darfield Earthquake 4 September 2010.

Objectives:

- Assessment of the methodologies and processes employed by Tonkin and Taylor in their assessments of the nature of the land damage following the Darfield Earthquake, and the damage state estimates arrived at, including local ground damage mapping activity and the criteria applied to damage categorizations.
- Review of the efficacy of the various treatment options presented, and their practicability given the nature of the ground damage observed, and the criterion that ground treatment options should seek to ensure that the probable risk of damage following remediation will be no more than that prior to the damage event.
- Examine the cost estimating approach and construction plan/execution strategy adopted by Tonkin and Taylor as the basis for their cost estimates of the different remediation options, and report as to whether the approaches used are appropriate for the level of information presented, and estimated costing accuracy (nominally plus or minus 30 percent).
- Review all the relevant documentation and supporting information, including expert external contributions, that has been used by Tonkin and Taylor to inform and shape their analysis, in terms of overall completeness, robustness of assumptions made and treatment of known engineering uncertainties.
- Provide an opinion on the criteria applied to the options analysis and whether other considerations should form part of future decision making.

In bringing this analysis together the consultant will consider the key factors which have shaped the geotechnical investigations so far:

- whether houses could be rebuilt on the affected land with a satisfactory level of assurance that the risks face by home owners would be no greater than that prior to the event;
- whether there are suitable treatment options available that would provide an acceptable basis for managing the geotechnical risk inherent in those areas affected by liquefaction; and;
- whether or not such treatment options offer an economic solution versus abandonment.

It is acknowledged by EQC that all communities throughout New Zealand face natural hazard risk in some shape or form. It is not the purpose of this peer review to develop argument as to what constitutes acceptable risk, but instead to establish that the Tonkin and Taylor analysis provides a suitable basis for more extensive investigation that would inform part of any further decision making to determine the extent of any future engineering works and the desired engineered performance.

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 9:40 a.m.
To: 9(2)(a)
Subject: FW: RFP Questions and Clarifications
Attachments: 1101740_1.xls

Importance: High

Grateful if you would take care of the circulation, 9(2)(a)

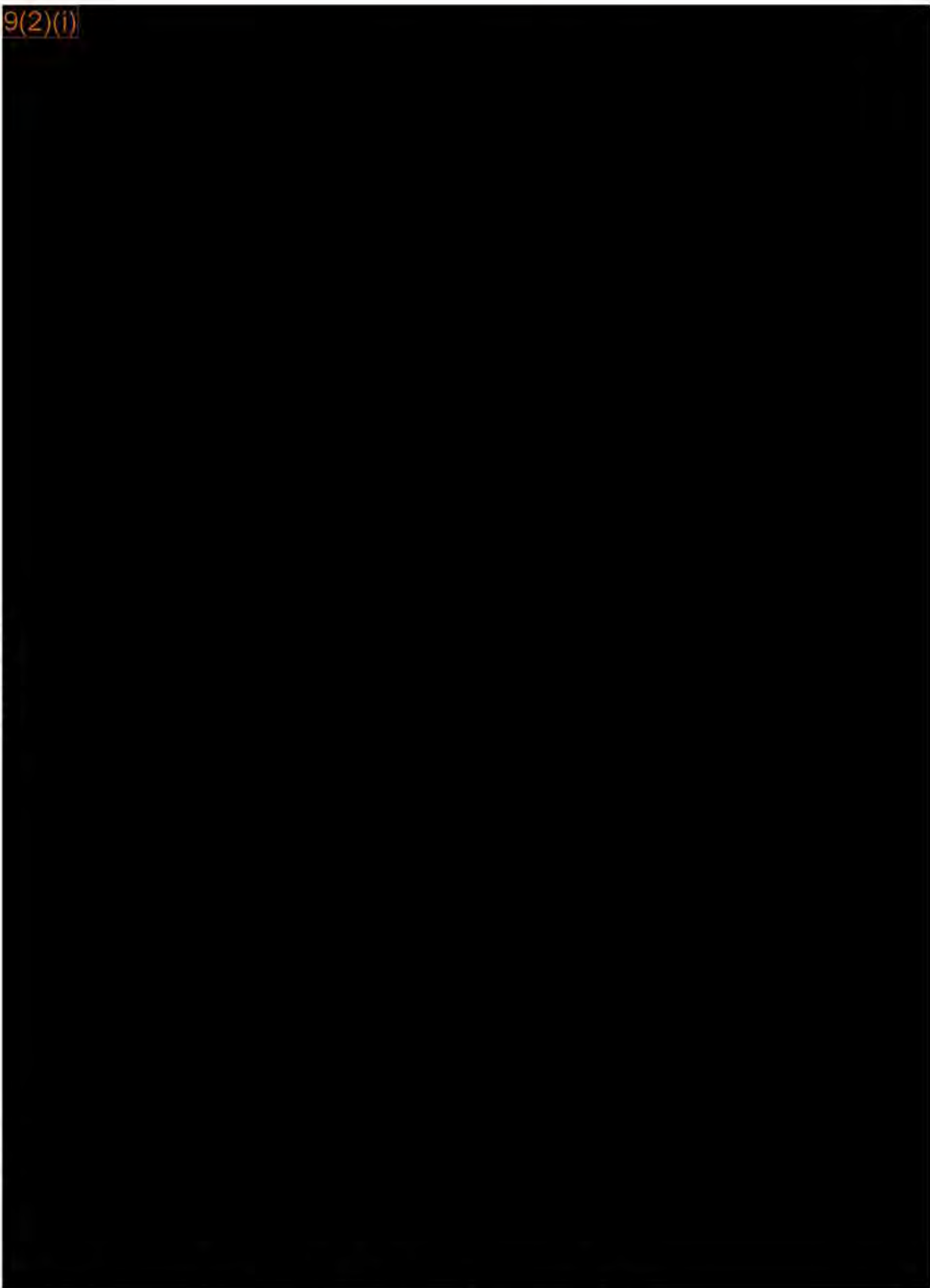
9(2)(h)



EARTHQUAKE COMMISSION - RFP - REINSTATEMENT PROJECT MANAGEMENT

QUESTIONS LOG - RFP (SEE NEXT TAB FOR RFP CLARIFICATIONS)

Date From Question EQC Answer



9(2)(i)

1 28.9.10 Teleconference

2 28.9.10 Teleconference

3 28.9.10 Teleconference

4 28.9.10 Teleconference

5 28.9.10 Teleconference

6 28.9.10 Teleconference

7 28.9.10 Teleconference

8 28.9.10 Teleconference

9 28.9.10 Teleconference

10 28.9.10 Teleconference

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 9:25 a.m.
To: 9(2)(a)
Subject: FW: 9(2)(a)

From: [REDACTED].eqc@clear.net.nz]
Sent: Tuesday, 28 September 2010 11:26 a.m.
To: 9(2)(a)
Cc: Hugh Cowan
Subject: RE: 9(2)(a)

9(2)(a)

Thanks, this is a great start.

Let's go for a telephone conference call on Wednesday and then look to schedule a meeting early next week.

I have clear spaces between 3.30 to 6.30 pm on Wednesday – otherwise early morning.

Hugh do you have instructions for teleconference calls? Let's set a time and we can establish the best way forward.

One of the additional issues I would like to interject into the teleconference conference is the ways of getting buy-in into any proposed engineering requirements package for reinstatement or repair of badly damaged properties.

9(2)(a)

NZ Earthquake Commission
Phone: 9(2)(a)
Email: 9(2)(a).eqc@clear.net.nz

From: 9(2)(a)@aonbenfield.com]
Sent: Monday, 27 September 2010 4:13 p.m.
To: 9(2)(a).eqc@clear.net.nz
Subject: 9(2)(a)

9(2)(a)

Congratulations on your appointment to the 9(2)(a). I'm really looking forward to working with you to ensure all interested parties are kept accurately informed. Through ensuring the most influential and significant parties are included in the process I am sure the most robust and equitable framework for the reconstruction will be adopted.

I spoke to 9(2)(a) about your plans over the weekend and he was equally enthusiastic and convinced of the need to disseminate accurate information on the recovery plans. We also discussed a framework for the "conference".

- Define TOR
- Define interested parties – who's in, this will help set the agenda
 - In terms of reinsurers the main leaders in NZ are Munich Re, Allianz Re, Swiss Re, Partner Re, Renaissance Re and Hannover Re plus Kiln, Amlin and QBE syndicates at Lloyd's but there is no consensus leader and all parties are likely to want to participate – we will have to think about how to confine to the main leaders without provoking adverse reactions
- Establish relationship between interested parties – there are likely to be many dependencies, e.g. insurers will want to ensure reinsurers will provide coverage (class or area) before providing cover

- Establish which aspects of redevelopment interested parties have a stake in
- Order parties interest temporally – what needs to be communicated and when
- Provide information pack/communiqués ahead of session
 - TOR and interested parties
 - Legislation/legal position
 - Extent of damage including Tonkin Taylor mapping and remedial solutions
 - Recovery policy
 - Recovery situation report
- Method of delivery
 - Written reports and other information either published or available to download from secure site
 - Conferencing – in person and video link, other web based delivery?

9(2)(a) I am conscious of the need to move quickly to ensure the agenda is set and controlled but this may preclude some influential parties hence my concern with defining who and what their interest is and the relationships between the parties because this may assist in developing the delivery framework and timing. Also by predefining and distributing information I would hope a greater level of control can be brought to bear on proceedings.

I am away on Thursday and Friday this week but happy to meet with you and Hugh and anyone else to discuss if required perhaps on Wednesday if this suits. Otherwise happy to arrange a conference call.

Regards

9(2)(a)

Aon Benfield New Zealand
Level 1 | 70 Shortland Street | Auckland
New Zealand

9(2)(a)

aonbenfield.com

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

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9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 9:06 a.m.
To: 9(2)(a)
Subject: EQC - RFP Reinstatement Project Management
Attachments: img-9270019-0001.pdf; Attachment withheld unde 9(2)(i)

9(2)(a)

RFP document as discussed, and a summary briefing we gave to suppliers yesterday.

9(2)(a) will be in touch with you later regarding the timing of tomorrow's meeting.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)



EARTHQUAKE COMMISSION
KŌMIHANA RŪWHENUA

REQUEST FOR PROPOSAL

CE001

FOR

REINSTATEMENT PROJECT MANAGEMENT

TABLE OF CONTENTS

SECTION A – OVERVIEW.....	4
1 INTRODUCTION	4
2 DESCRIPTION OF REQUIREMENTS	5
Overview.....	5
Scope of services	5
<i>Risks to be addressed.....</i>	<i>7</i>
<i>Phases of the Reinstatement Project.....</i>	<i>8</i>
SECTION B – THE RFP PROCESS.....	9
3 TIMETABLE	9
4 COMMUNICATION	9
Communication with respondents	9
RFP questions.....	10
Additional information and clarification.....	10
5 SUBMISSION OF RESPONSES.....	11
RFP responses	11
Late RFP responses	11
Joint proposals.....	12
Proposal validity.....	12
Pricing and GST	12
Alternative proposals.....	12
6 RFP CONDITIONS.....	13
Rights reserved by EQC	13
Canvassing	14
EQC liability for your information disclosed.....	14
Subject to contract.....	14
RFP responses complete and accurate.....	15
Shortlisting and negotiations.....	15
Confidentiality.....	15
Copyright	16
Probity of RFP procedures.....	16
RFP costs.....	16
Advertising	17
Governing law	17
Conflicts of interest.....	17
Acceptance of gifts.....	17
7 RFP EVALUATION.....	18
Evaluation criteria	18
SECTION C – INFORMATION REQUIRED FROM RESPONDENTS.....	20
8 INSTRUCTIONS	20
9 CONTACT DETAILS AND COMPANY INFORMATION.....	20
10 PROPOSED METHODOLOGY AND RELEVANT EXPERIENCE.....	22
11 BUSINESS RELATIONSHIP	27
12 FINANCIAL CAPABILITY.....	28
13 INSURANCE DETAILS.....	29
14 PRICING	30

15 ASSUMPTIONS.....	31
<i>FORM OF RESPONSE.....</i>	32

SECTION A – OVERVIEW

1 INTRODUCTION

- 1.1 The purpose of this Request for Proposal ("RFP") is to invite external companies (respondents) to submit proposals to EQC for the provision of project management services in relation to reinstatement works following the earthquake which occurred in Canterbury on 4 September 2010 (including aftershocks up to and including 4 October 2010, the *Canterbury Earthquake*), together with information on their programme/project management expertise and pricing in providing such services.
- 1.2 Following the evaluation of the RFP responses, EQC may:
- (a) Enter into negotiations with preferred supplier(s),
 - (b) Conclude the process without awarding any contracts, and/or
 - (c) Conclude the process by awarding one or more contracts with one or more respondents.
- 1.3 This RFP consists of the following:
- **Section A – Overview:** Provides background information, instructions and conditions for responding to this RFP.
 - **Section B – RFP Process:** Sets out the conditions and requirements of this RFP process, together with the evaluation process and criteria.
 - **Section C – Information Required from Respondents:** Sets out the information required to be in your RFP response.

2 DESCRIPTION OF REQUIREMENTS

This section describes the service under consideration. All respondents will detail how they propose to provide the services outlined here.

Overview

- 2.1 The task of reinstating (by repair or rebuild) residential homes, contents and land affected by the Canterbury Earthquake is a massive project, and one whose scope is still to become clear.
- 2.2 Specifically, the Earthquake Commission (EQC) is expecting to face in the order of 60-70,000 claims for work under \$100,000, exclusive of GST¹, (its mandated limit), with about 75,000 claims in total made to date. Most will involve building repair work.
- 2.3 In line with Government policy in response to the Canterbury Earthquake, EQC is likely to exercise its statutory option to reinstate residential buildings and contents damaged, rather than pay cash settlements. EQC is also considering with central Government how best to handle claims for damaged land. EQC also wishes to give effect to Government policy aimed at rebuilding a resilient and stable community in Canterbury.
- 2.4 To this end, EQC wishes to bring together one or more professional teams to manage the reinstatement of a substantial number of the accepted EQC residential building claims which involve some form of structural repair or a moderate level of damage, but are below the \$100,000 limit (typically, the cost of these repairs will be in the \$10,000 to \$100,000 range). Claims above this level will be handled by commercial insurers in accordance with their policies and are therefore out of scope.
- 2.5 This RFP and the reinstatement project are matters of some urgency, but against the backdrop of a developing legislative and policy landscape. EQC accordingly reserves the right to adapt and be flexible as the exercise of its statutory functions develop to deliver the best response to the Canterbury Earthquake and honour EQC's statutory obligations and also its reinsurance commitments.

Scope of services

- 2.6 EQC requires the services of one or more Project Management Organisations (a *PMO*) to acquire and manage the resource required to undertake the reinstatement of properties (but not land or contents) damaged in the Canterbury Earthquake. The reinstatement project will be undertaken in phases, as described in paragraphs 2.14 to 2.15 below.
- 2.7 EQC is currently considering 2 alternative models for the PMO's responsibilities:
Full responsibility model: The PMO, as project manager, has full responsibility for the reinstatement works (including engaging contractors, and liability for defective works).

¹ All dollar figures in this RFP are exclusive of GST, if any.

Project management model: The PMO project manages the reinstatement works on EQC's behalf without liability for defective works that have been properly managed. Under this model the PMO is likely to be contracting with trades-people on EQC's behalf.

- 2.8 Subject to pricing, EQC's preference is the Full responsibility model because any liability for defective reinstatement work is passed on to the PMO.
- 2.9 Respondents are requested to consider and respond on each PMO model. However, a respondent need only respond on one PMO model if it does not wish to be considered for the other model.
- 2.10 In each case (and subject to the model philosophy above) the scope of the services is to:
- (a) Act as a prime contractor – in effect a one stop shop for the management and delivery of reinstatement of properties damaged in the Canterbury Earthquake (following approval from EQC to act on a property owner's claim) where EQC has accepted the claim. The PMO's responsibilities do not cover land reinstatement.
 - (b) Establish a governance framework to manage successful delivery and key issues including time, cost/value, quality, scope and any conflict of interest (implementing a system of checks which will stand up to scrutiny and allows for fair selection of resources involved in reinstatement).
 - (c) Source, sub-contract and manage an adequate number and range of skilled contractors to deliver the requirements of this RFP (e.g. building design, construction, repair, quantity surveying etc).
 - (d) Develop and agree an incentive mechanism to incentivise contractors to perform to the best of their abilities in order to maximise overall value for money (incentives should support improved time delivery, cost, quality, customer satisfaction etc).
 - (e) Programme/project manage the reinstatement of all accepted EQC residential building claims nominated by EQC in the Canterbury Earthquake Zone, including:
 - (i) Securing and maintaining adequate resources (obtaining sufficient resources at management and repairer level to ensure the reinstatement is completed in a timely and effective manner)
 - (ii) Ensuring a Design and Build approach is taken to the reinstatement – where the designer and the builder (if they are not the same person) work jointly to maximise efficiencies
 - (iii) Providing quality assurance, to ensure the work is carried out to a high standard and meets all required building and construction standards, including the consenting and certification requirements.
 - (iv) Developing and agreeing a needs based prioritisation methodology with EQC and central and local Government.
 - (v) Developing and approving a Programme of Works/Implementation plan including a project plan with timelines and key deliverables

- (vi) Managing change control, and
 - (vii) On-going management and review of the Programme/project as priorities/circumstances change/evolve i.e. managing the unknowns.
- (f) Negotiate with EQC a suitable mandate to provide the PMO with sufficient authority to manage these claims for EQC.
 - (g) Ensure a single point of responsibility for stakeholders (including for example affected homeowners, construction industry, local government, insurance companies) in each defined locality based on need, while working with and coordinating a team of accredited builders, suppliers, trades people, consultants and other building/support professionals.
 - (h) Ensure equity and value is maintained throughout the process, through the development of an approved pricing methodology.
 - (i) Ensure that jobs are well controlled, through a proven system to manage the costs and payments for each claim including variations.
 - (j) Contract with trades-people and others in such manner as to avoid any EQC exposure to further claims including for poor work and defects.
 - (k) Provide adequate reporting to EQC – regular reports on state of reinstatement projects (time, cost, quality, scope, customer satisfaction etc).
 - (l) Manage appropriately any conflicts of interest (perceived and actual).
 - (m) Otherwise act at all times professionally and with the utmost competence so as to minimise any scope for criticism of the reinstatement process or exposure of EQC to increased liability.
- 2.11 The PMO will be required to indemnify EQC for any breach of the PMO's contractual obligations and duties – a requirement reflecting EQC's statutory liability.
- 2.12 EQC reserves the right to amend the scope and nature of the PMO's role and services as it considers appropriate in relation to the discharge of its statutory function and obligations.

Risks to be addressed

- 2.13 The following risks are required to be addressed by the PMO:
- (a) Repair priorities should be managed on the basis of need (prioritisation methodology/ programme to be approved by EQC) as opposed to the prospect of many thousands of homeowners attempting to compete against each other for repairs on the basis of first come first served, or highest bidder wins.
 - (b) Accountability for the reinstatement works will rest with EQC, in accordance with its statutory role.
 - (c) Management of programme priorities to ensure fair and equitable treatment of property/homeowners based on the agreed

- needs/prioritisation methodology (manage any stakeholder queries/appeals on priorities).
- (d) Effective specification of the scope of each set of works to be delivered.
 - (e) Effective management of Conflicts of Interest (both perceived and actual) between stakeholders.
 - (f) Ensuring the maximum number of properties are habitable (to agreed standards) as soon as possible, and by a date to be determined by EQC (following consultation).
 - (g) All repairs/construction related activities meet required standards and achieve successful code of compliance.
 - (h) Final repairs and costs, demonstrate good value for money and can withstand scrutiny.
 - (i) Effective management of quotes for work/claims to ensure there is no exaggeration and that the quotes/claims are valid.
 - (j) Effective management of safety, security and environmental/sustainability impacts.
 - (k) Control of repair labour costs and quality is achieved by the engagement by repair firms of reputable trades-people. The only way for a person to secure EQC repair work would be by contracting to the PMO and adhering to their requirements and any further requirements of EQC. However, where the PMO considers it appropriate, the PMO may facilitate reinstatement works to buildings using qualified trades-people procured by the property owner.
 - (l) Avoiding "desertification" (the phenomenon whereby people walk off their property, leaving it in its damaged state). EQC's aim in reinstating damaged properties reflects Government policy of rebuilding a resilient and stable Canterbury.
 - (m) This RFP does not include services for the acceptance of insurance claims under the Earthquake Commission Act 1993.

Phases of the Reinstatement Project

2.14 The following phases are currently planned:

Phase 1: Developing policies, protocols and processes with EQC for the reinstatement work (including PMO governance and interaction with EQC and the various stakeholders) setting of priorities, reporting, deliverables and critical path timeline), in each case in line with any relevant Government policies and mandates.

Phase 2: Resourcing the reinstatement work and managing the reinstatement process.

2.15 It is expected that as planning progresses further specific sub-phases will be identified.

SECTION B – THE RFP PROCESS

3 TIMETABLE

3.1 The anticipated timetable for this RFP process is as follows:

Activity	Date
Release RFP	27 September 2010
Briefing/Teleconference between EQC and interested bidders	28 September (Time TBA)
RFP questions close (Refer paragraph 4.4)	1 October 2010 – 9 am
RFP closes	4 October 2010 – 9.00am
RFP evaluation	4 – 6 October 2010
Respondents notified of shortlisted providers	7 October 2010
Contract negotiations	8 October 2010
Contract commencement	TBA

3.2 Respondents are to note that this timetable is indicative only, and may be subject to change at the sole discretion of EQC. All respondents will be notified of any changes to the timetable by the Authorised Representative.

4 COMMUNICATION

Communication with respondents

- 4.1 Respondents may ask any question in relation to this RFP as referred to in paragraph 4.4.
- 4.2 All communication/correspondence between any respondent and EQC will be conducted in writing through the following authorised person:

EQC Authorised Representative

Hugh Cowan
 Research Manager
 Earthquake Commission
 PO Box 790
 Wellington
 E-mail address: hacowan@eqc.govt.nz

Tel: 9(2)(a) [REDACTED]

- 4.3 EQC will not be bound by any statement, written or verbal made by any person other than the EQC Authorised Representative stated in this section. The EQC Authorised Representative is the only person authorised to make representations or explanations regarding this RFP document.

RFP questions

- 4.4 All questions are to be submitted in writing to the Authorised Representative as stated in paragraph 4.2 of this RFP document. Respondents may submit written questions to clarify issues relating to the RFP up to 9am 1 October 2010. Questions and answers which EQC deems are important to the RFP will be published to all respondents at EQC's discretion. Any questions received after this time/date may not be responded to.

Additional information and clarification

- 4.5 Responses to respondent requests for clarification that relate solely to one respondent will be provided to the respondent requesting the clarification. All other clarifications issued by EQC will be provided to all respondents by way of a Notice to Respondents ("NTR"). All notices issued by way of clarification or answers to questions sent to respondents will become part of this RFP.

5 SUBMISSION OF RESPONSES

RFP responses

- 5.1 The RFP will close at 9.00am on 4 October 2010.
- 5.2 The place of closing is:
- Level 20
Majestic Centre
100 Willis Street
WELLINGTON
- 5.3 Responses must be submitted in the format at Section C, and must be clear, legible and provide all information requested in this RFP document.
- 5.4 Responses must:
- (a) Be received on or prior to the time and date stipulated as the closing date
 - (b) Be placed in a sealed envelope clearly marked "**Request for Proposal - CE001 - Reinstatement Project Management**" and marked "Commercial in Confidence"
 - (c) Be delivered to the place of closing, marked for the attention of the contact name, and
 - (d) Comprise 6 original copies and one unbound copy.
- 5.5 EQC will accept faxed responses and emailed responses before 9 am (provided that emails are sent as a PDF), and provided the originals arrive on the same day.
- 5.6 Any response received by EQC that does not conform to all or any of the above conditions may be rejected during evaluation at the sole discretion of EQC.
- 5.7 Due to the urgency of the situation, EQC are unlikely to be able to extend the closing date.
- 5.8 You may attach any supporting material that you wish to your proposal. Please make sure that it is clearly labelled, and summarise any attachments in a covering letter.

Late RFP responses

- 5.9 EQC reserves the right to receive and consider a late RFP submission; however, as a general rule, any response received at the place of closing after the closing time, for whatever reason, may not be considered.

Joint proposals

- 5.10 Joint proposals, whereby an organisation invited to submit a proposal elects to form an alliance with another organisation with the purpose of improving capability to offer the services specified in this RFP, are permitted, provided that full disclosure is given of the alliance, and the manner in which the delivery of the specified services/products will be apportioned and administered.
- 5.11 In such a submission, the proponents are jointly and severally liable.
- 5.12 One of the joint proponents must be identified as the contact point for all communications with EQC relating to the proposal.

Proposal validity

- 5.13 Every proposal will be a continuing offer and irrevocable until 30 November 2010, or such later date as EQC may agree with you.

Pricing and GST

- 5.14 Any rates or prices quoted should be exclusive of GST and in New Zealand dollars.

Alternative proposals

- 5.15 This RFP requests indicative proposals on how the services might be delivered, but EQC may consider alternative proposals. Any alternative proposal should clearly identify the commercial advantage and 'value added' offered.
- 5.16 Any respondent that submits an alternative proposal must also submit a conforming proposal.

6 RFP CONDITIONS

Rights reserved by EQC

- 6.1 EQC reserves the right to:
- (a) reject all or any RFP response and not award and not accept the lowest-priced response;
 - (b) Call and/or re-advertise for RFP responses or revisit any prior ROI process;
 - (c) Waive any irregularities or informalities in the RFP process;
 - (d) Amend the closing date, the acceptance date, or any other date in the RFP document;
 - (e) Amend this RFP and any associated documents by the issuance of a written amendment notice;
 - (f) Seek clarification of any RFP response;
 - (g) Suspend or cancel (in whole or in part) this RFP process;
 - (h) Consider or reject any alternative RFP response;
 - (i) Deal separately with any of the divisible elements of any RFP response, unless the relevant RFP response specifically states that those elements must be taken collectively;
 - (j) Enter into discussions and/or negotiations with any respondent at any time, and upon any terms and conditions, before or after acceptance of an RFP response;
 - (k) Conduct a financial check on any respondent submitting an RFP response;
 - (l) Obtain similar goods/services from any third party and not deal exclusively with any respondent under this RFP process; and
 - (m) Meet with any respondent before and/or after the RFP closes and prior to the award of any contract.

- 6.2 EQC will not be bound to give any reasons for decisions made as a result of this RFP or as an outcome of the RFP evaluations.
- 6.3 It is EQC's preference that one contract be awarded for the services. However, EQC may, in its sole discretion, decide to divide the services and award different contracts for different services. The terms of this RFP do not guarantee the successful respondent any volume, value, or the placement of any orders.

Canvassing

- 6.4 In respect of this RFP, respondents will not canvass any EQC employees, contractors, consultants, board member or anyone who has a direct working relationship with EQC, other than the Authorised Representative stated in paragraph 4.2. Any respondent found to be canvassing or have canvassed any EQC employee, contractor, consultant, board member or anyone who has a direct working relationship with EQC, other than the Authorised Representative, regarding this RFP may be excluded from further consideration.

EQC liability for your information disclosed

- 6.5 While EQC endeavours to supply correct information, it disclaims, to the extent allowed by law, any liability (including without limitation in contract or in tort, including negligence or in equity) to any respondent or other person if they rely on any information provided by EQC in relation to this RFP.
- 6.6 Those submitting RFP responses will be deemed to have:
- (a) Examined this RFP and all documents referenced (if any);
 - (b) Considered all the risks, contingencies and other circumstances that may have an effect on their RFP response; and
 - (c) Satisfied themselves as to the correctness and sufficiency of their RFP response, including the pricing structure offered.

Subject to contract

- 6.7 All parties submitting an RFP response agree that:
- (a) A contract is only formed between EQC and the successful respondent when EQC executes such a contract covering the relevant services;
 - (b) No legal or other obligations shall arise between a respondent and EQC in relation to this RFP or the process, conduct or outcome of the RFP;
 - (c) This RFP, and any response to it, does not create any form of process contract between EQC and any respondent or potential respondent;

- (d) This RFP and any provision contained in it does not give rise to a separate contract between EQC and that party; and
 - (e) Nothing in this RFP, or in the relationship of EQC and that party, imposes any duty of care on the Crown or EQC, and any such duty of care is expressly excluded.
- 6.8 The form of contract will be provided to shortlisted parties when it is available.

RFP responses complete and accurate

- 6.9 All information provided by respondents in their responses is warranted by each respondent to be complete and accurate in all material respects. The respondent also warrants to EQC that the provision of information to EQC, and the use of it by EQC for the evaluation of RFP responses and for the negotiation and implementation of a contract, will not breach any third-party intellectual property rights. Respondents will be responsible for verifying the accuracy and adequacy of information supplied by or on behalf of EQC.
- 6.10 EQC is under no obligation to check any RFP response for errors. Acceptance of an RFP response that contains errors will not invalidate any contract that may be negotiated on the basis of that RFP response.

Shortlisting and negotiations

- 6.11 Where there is a decision to shortlist and proceed to negotiation, the preferred respondent(s) will be notified of their preferred status and the expected timeframe for negotiations.
- 6.12 Other respondents will be notified that their RFP responses:
- (a) Have been unsuccessful; or
 - (b) Are shortlisted but not preferred. In this case, the respondent will be asked to confirm that their RFP response remains open for the period of negotiation with the preferred respondent(s).
- 6.13 Any failure to reach agreement between EQC and the preferred respondent(s) may result in a re-evaluation of other shortlisted respondents. Contract negotiation may then commence with the respondent selected from this re-evaluation.
- 6.14 This re-evaluation process will be repeated until a successful respondent is accepted, or until EQC elects to cancel the RFP process.
- 6.15 EQC is not bound to draw up a shortlist nor negotiate with any respondent.

Confidentiality

- 6.16 EQC undertakes to keep confidential any information marked "Commercial in Confidence" provided to EQC by the respondent/s prior to the award of a contract and, in respect of unsuccessful respondents, after contract award.

- 6.17 The obligation of confidentiality in paragraph 6.16 does not apply if the confidential information:
- (a) Is disclosed by EQC to its consultants, advisors or employees solely in order to consider or progress the RFP responses;
 - (b) Is disclosed by EQC to its responsible Minister;
 - (c) Is disclosed by EQC, in response to a request under the Official Information Act 1982;
 - (d) Is information EQC is authorised to disclose by law; or
 - (e) Is in the public domain otherwise than due to a breach of paragraph 6.16.
- 6.18 This RFP, and the information supplied by EQC (either itself or through its consultants or advisors) in connection with this RFP, is confidential. You must not release or disclose any of the information to any other person (other than your employees or advisors) without the prior written consent of EQC.
- 6.19 Respondents are advised that EQC is subject to the Official Information Act 1982, and respondents should make their responses "Commercial in Confidence" if they wish to protect specific information. EQC cannot, however, guarantee that information marked as such can be protected if EQC receives a request for information under that Act.

Copyright

- 6.20 Copyright in every document (electronic and paper) comprising this RFP belongs to EQC. All rights are reserved. This RFP document must be kept secure, and must not be used, stored, copied or passed on in any form by any means without EQC's prior written consent in each case.

Probity of RFP procedures

- 6.21 Should any respondent consider that they have been prejudiced by any breach of the terms of this RFP or any other relevant principles affecting the RFP process and/or evaluation of RFP responses, the respondent must provide immediate notice of the alleged breach to EQC's Authorised Representative listed in paragraph 4.2. The respondent should include in their notification the issues in dispute, the impact upon the respondent's interest, any relevant background information and the outcome they seek to desire.

RFP costs

- 6.22 You must pay your own costs of preparing and submitting your RFP response, including, but not limited to, all costs relating to any:
- (a) Communication and/or negotiation with EQC;
 - (b) Meetings or interviews with, or presentation to EQC; and/or
 - (c) Site inspections/visits.

- 6.23 EQC will not be liable for any costs, damages or losses (including legal and expert costs) incurred by any respondent or potential respondent in preparing any response to this RFP.

Advertising

- 6.24 No advertisement or other information relating to this RFP process, or any contract that may arise out of it, shall be published in any newspaper, magazine, journal or other advertising media, or broadcast/disseminated by radio, television or other electronic media, without the prior written approval of EQC.
- 6.25 EQC has a statutory obligation to advertise and declare the outcome of the RFP under the Government's Post-Award Transparency Policy to improve the transparency of procurement processes in Government departments. The award of this RFP will be published on the Contracts Awarded page of the EQC website.

Governing law

- 6.26 This RFP is governed by the law of New Zealand, and the New Zealand courts have exclusive jurisdiction as to all matters relating to this RFP.

Conflicts of interest

- 6.27 Respondents should disclose any actual or perceived conflicts of interest in relation to the reinstatement project, whether arising now or in the future. Please also address how these will be managed.

Acceptance of gifts

- 6.28 In compliance with EQC policy, gifts, inducements, promotional products or services, etc. must not be offered to EQC Commissioner, employee, agent, consultant, or contractor acting on behalf of EQC at any time. Any respondent attempting to provide gifts, inducements, promotional products or services to any EQC employee, agent, consultant, board member or contractor acting on behalf of EQC may be disqualified from the RFP process.

7 RFP EVALUATION

Evaluation criteria

7.1 RFP responses will be assessed against EQC's evaluation criteria, in its absolute and sole discretion.

7.2 Factors that will be taken into account when evaluating submissions will include, but will not necessarily be limited to, the following. Please note that the factors listed below are not in any order of priority or weighting:

Capability

- (a) Organisational experience and capability, team and key personnel including their individual capability, experience and role
- (b) Other value-added services
- (c) Quality Assurance ("QA")
- (d) Capacity to manage the programme/project
- (e) Proposed Incentive mechanism for contractors
- (f) Programme Management methodology and software systems and other project management tools
- (g) Quality of systems
- (h) Financial capability

Management of Stakeholders

- (i) Collaboration with communities
- (j) Approach to setting a single point of responsibility for stakeholders

Governance and Risk Management

- (k) Proposed governance framework
- (l) Proposed reporting framework
- (m) Management of conflicts of interest (perceived and actual)
- (n) Developing the relationship with EQC to make this project a success
- (o) Approach to risk management

Cost

- (p) Cost
- (q) Ensure equity and value (approach to establishing an approved pricing methodology)
- (r) System to manage the costs and payments for each claim including variations.
- (s) Financial controls and reporting

Location

- (t) Location of team(s)
- (u) Possibility of co-location with EQC teams in Wellington and Christchurch

- (v) **Utilisation of NZ resources**
Policy of utilising NZ resources (both for labour and materials) where such resources exist and are available in NZ, subject to any obligations under any Fair Trade Agreement or any other binding arrangement.

SECTION C – INFORMATION REQUIRED FROM RESPONDENTS

8 INSTRUCTIONS

- 8.1 You are required to answer each question in this section. You must use this numbering system in your response and respond in the same sequence. Where a question is not relevant to your RFP response, you must indicate "N/A" or "Not Applicable" against the respective question number in your RFP response. If the question invites you to comment and you choose not to, then you must indicate "No Comment" against the respective question number in your RFP response.
- 8.2 The RFP response form contained in this section must be completed, signed and returned, along with your responses to the questions.
- 8.3 Any partial compliance or non-compliance with requirements must be clearly described in your response.
- 8.4 Note: Please expand the boxes to accommodate your response.

Your response should clearly state:

- a) whether you are responding for the Full responsibility and/or Project management models outlined in paragraph 2.7 of this RFP; and
- b) how your response differs in each section for each model.

9 CONTACT DETAILS AND COMPANY INFORMATION

All respondents are required to provide the following information:

Information required	Respondent Information
Company Trading Name	
Company Legal Name	
Address details	
Company contact (this is the person that EQC will contact for any queries relating to this RFP)	
Company negotiation contact (person with sufficient authority to negotiate on your company's behalf without reference to other parties either overseas or in New Zealand)	
Finance contact (person responsible for all finance/invoice queries)	
Detail of any existing or past relationships with EQC	
Information on any sub-contractor involved	

Request for Proposal - Reinstatement Project Management

in delivering these services on your behalf	
Location of Project Management Office for delivery activities covered by this RFP	

10 PROPOSED METHODOLOGY AND RELEVANT EXPERIENCE

Information required	Respondent information
Outline the experience that your organisation has that is relevant to the performance of the services sought by EQC in this RFP	
Provide the name, title and phone number for suitable referees (please advise the referees that EQC can contact) who have had a relevant and significant contractual relationship with your organisation	
2.10(a): How you propose to act as a Prime Contractor to become a one stop shop for the management and delivery of reinstatement of nominated properties damaged in the "Canterbury Earthquake 2010"	
2.10(b): Provide a high-level governance framework and outline your approach to developing this further. The framework should include management of time, cost/value, quality, scope and any conflict of interest (implementing a system of checks which will stand up to scrutiny and allows for fair selection and allocation of resources involved in reinstatement)	
2.10(c): Detail how you propose to source, subcontract and manage an adequate number and range of skilled contractors to deliver the requirements of this RFP (e.g. building design, construction, repair, quantity surveying etc)	
2.10(d): Your outline approach to developing and agreeing an incentive mechanism to incentivise contractors to perform to the best of their abilities in order to maximise overall value for money (incentives should support improved time delivery, cost, quality, customer satisfaction etc)	
2.10(e): Outline your Programme Management methodology to manage the reinstatement of all EQC rebuild claims in the Canterbury Earthquake Zone nominated by EQC, including, but not	

<p>limited to:</p> <ul style="list-style-type: none"> (i) - Securing and maintaining adequate reinstatement resources (obtaining sufficient resources at management and repairer level to ensure the reinstatement is completed in a timely and effective manner) (ii) - ensuring a Design and Build approach to the construction/repair – where the designer and the builder (if they are not the same person) work jointly to maximise efficiencies (iii) - Quality assurance – to ensure the work is carried out to a high standard and meets all required building and construction standards, including the consenting and certification requirements. (iv) - Development and agreeing a needs based prioritisation methodology with EQC and central and local Government (v) - Developing and approving a Programme of Works/Implementation plan including a project plan with timelines and key deliverables (vi) - Management of change control (vii) - On-going management and review of the Programme as priorities/circumstances change/evolve i.e. managing the unknowns 	
<p>2.10(f): Outline the mandate you require from the EQC in order to manage these claims on its behalf</p>	
<p>2.10(g): Outline how you will establish a single point of responsibility for stakeholders (including for example affected homeowners, construction industry, local government, insurance companies) in each defined locality based on need, while working with and coordinating a team of accredited builders, suppliers, trades people, consultants and other building/support professionals</p>	

<p>2.10(h): Outline how you will ensure equity and value is maintained throughout the process and your approach to establishing an approved pricing methodology</p>	
<p>2.10(i): Outline how you will ensure that jobs are well controlled and identify/explain your proven system to manage the costs and payments for each claim including variations</p>	
<p>2.10(j): Outline how you will contract with trades people and others in such manner as to avoid any EQC exposure to further claims including for poor work and defects</p>	
<p>2.10(k): Outline your proposed reporting framework for comprehensive and timely reports to EQC – including reporting on state of reinstatement projects (time, cost, quality, scope, customer satisfaction etc)</p>	
<p>2.10(l): Identify how you will manage any Conflicts of Interest (perceived and actual)</p>	
<p>2.13: Outline your approach to risk management, taking account of the following requirements:</p> <ul style="list-style-type: none"> (a) Repair priorities should be managed on the basis of need (prioritisation methodology/ programme to be agreed with EQC) as opposed to the prospect of many thousands of homeowners attempting to compete against each other for repairs on the basis of first come first served, or highest bidder wins (b) That accountability for the reinstatement works will rest with EQC in accordance with its statutory role (c) Management of programme priorities to ensure fair and equitable treatment of property/homeowners based on the agreed needs/prioritisation 	

<p>methodology (manage any stakeholder queries/appeals on priorities)</p> <ul style="list-style-type: none">(d) Effective specification of the scope of each set of works to be delivered(e) Effective management of Conflicts of Interest (both perceived and actual) between stakeholders(f) Ensuring the maximum number of properties are habitable (to agreed standards) as soon as possible, and by a date to be determined by EQC (following consultation)(g) All repairs/construction related activities meet required standards and achieve successful code of compliance(h) Final repairs and costs, demonstrate good value for money and can withstand scrutiny(i) Effective management of fraudulent or exaggerated claims(j) Effective management of safety and environmental/sustainability impacts(k) Control of repair costs and quality is achieved by the engagement by repair firms of reputable trades-people. The only way for a person to secure EQC repair work would be by contracting to a PMO and adhering to their requirements (and any further requirements of EQC). However, where the PMO considers it appropriate, the PMO may facilitate reinstatement works to buildings using qualified trades people procured by the property owner.(l) Avoiding "desertification" (the phenomenon whereby people walk off their property, leaving it in its damaged state) <p>Describe the dispute resolution process you intend to provide to resolve disputes between EQC claimants and your organisation</p>	
---	--

In the course of evaluating your RFP response EQC reserves the right to obtain information from any relevant company, organisation or person whether or not named by you in your response to this RFP.

11 BUSINESS RELATIONSHIP

Information required	Respondent information
Describe in detail how you would manage and develop the relationship with EQC to make this project a success	
Does your organisation operate a Quality Assurance ("QA") programme? If yes, please provide details of your QA programme within your appendices. What would be the benefits of the QA programme to EQC in managing the project?	

12 FINANCIAL CAPABILITY

- 12.1 Shortlisted respondents will be required to establish to EQC's satisfaction their financial capability to perform under the contract and their on-going solvency. Audited financial statements will be required.

- 12.2 EQC may use an independent credit rating or other organisation to conduct financial assessments and reports. For this assessment to be completed, a representative from such an organisation may contact you concerning the financial information that you provide to EQC.

13 INSURANCE DETAILS

EQC will require insurance appropriate for the goods or services contemplated by this RFP e.g. public liability, professional indemnity etc. Insurance confirmations and relevant certificates will be required from shortlisted respondents.

14 PRICING

14.1 Please provide a detailed pricing offer below for your performance of the PMO role, including:

- (a) Pricing rates and structure (including any rebates or discounts, caps, mobilisation charges, disbursements etc); and
- (b) Payment terms.

NOTE: All pricing is to be in New Zealand dollars and exclusive of GST.

15 ASSUMPTIONS

Detail any assumptions that you have made when responding to this RFP.

FORM OF RESPONSE

The party(ies) submitting this RFP response are: [State party or parties]							
The primary contact person is:							
Contact details:							
Phone:							
Mobile:							
Fax:							
Postal:							
Email:							
Address for service:							
I/we understand that you are not obliged to accept the lowest priced or any RFP response that you may receive.							
We acknowledge receipt of notices to respondents numbered:	<table border="1"> <tr> <td>INSERT NUMBER(S)</td> <td>to</td> <td>INSERT NUMBER(S)</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	INSERT NUMBER(S)	to	INSERT NUMBER(S)			
INSERT NUMBER(S)	to	INSERT NUMBER(S)					
<p>On behalf of the parties submitting this RFP response, we confirm that we have fully understood the requirements set out in the RFP documents, and that none of the information submitted by us breaches any third-party copyright.</p> <p>In lodging this response the respondent also warrants:</p> <ul style="list-style-type: none"> ▪ that they did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of EQC, its officers, employees, agents, contractors or advisers other than any statement warranty or representation expressly contained in the RFP document and any Notice To Respondents documents issued relating to this RFP document. ▪ that it did not use the assistance of EQC employees, or information unlawfully obtained from EQC in compiling its response. <p>The respondent also confirms to have read, understood and agrees to abide by EQC's Procurement Policy Statement of Business Ethics.</p>							

Request for Proposal - Reinstatement Project Management

Dated:	
Signed by:	
for and on behalf of the submitting party(ies)	

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 9:03 a.m.
To: 9(2)(a)
Cc: 9(2)(a) Ian Simpson; Reception
Subject: Meetings tomorrow

9(2)(a)

I have arranged for 9(2)(a) to join us tomorrow for a discussion about the RFP and next steps. I will send the RFP to

9(2)(a)

9(2)(a) (one of our Commissioners) are also keen to participate tomorrow, so I'd be grateful if you would confirm a suitable time and let everybody know.

9(2)(a) will book a room for us.

I am going home shortly to nip a cold in the bud.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI +9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 8:47 a.m.
To: 9(2)(a)
Subject: FW: EQC Seeks Tenders for Quake Repair Project Office

9(2)(a)

Grateful if you would add 9(2)(i) to our list, thanks.

From: 9(2)(a)
Sent: Tuesday, 28 September 2010 6:55 p.m.
To: Hugh Cowan
Subject: EQC Seeks Tenders for Quake Repair Project Office

Hi Hugh,

As you may be aware, we (9(2)(i) Christchurch office) are helping the Christchurch office of the EQC (9(2)(a)) establish a planning framework for assessing and estimating of claims. While this is only a very small piece of work that we are currently undertaking free of charge, it has brought to our attention that you are planning to seek Tenders for a Quake Repair Project Office. We would appreciate if you could add us to the tender list.

In brief: we are part of 9(2)(i), one of the largest engineering and project services companies globally. Also part of 9(2)(i), an international infrastructure-based advisory company that has supported governments and private organisations in the conception, development and delivery of major projects and programs throughout Australia, Asia and the Middle East. As a group we can mobilise significant resources as well as relevant programme/project management experience at short notice.

I trust that the above is sufficient information for you to give us an opportunity to bid for the above work. However, if this was of interest, I would be more than happy to provide you with further information on our capabilities and experience at any stage.

I look forward to hearing from you and/or receiving the tender documents.

Kind regards

9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 8:46 a.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: RE: EQC Seeks Tenders for Quake Repair Project Office
Attachments: Attachment withheld under 9(2)(i)

9(2)(a)

Please see attached a summary briefing on the RFP that I sent to you earlier.

We are currently finalising the first set of questions and answers, with the RFP clarifications and those will be sent to you shortly.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI 9(2)(a)

9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 8:42 a.m.
To: 9(2)(a)
Subject: FW: EQC Seeks Tenders for Quake Repair Project Office - call log

-----Original Message-----

From: 9(2)(a)
Sent: Wednesday, 29 September 2010 8:34 a.m.
To: Hugh Cowan
Subject: RE: EQC Seeks Tenders for Quake Repair Project Office

Thanks Hugh.

9(2)(a)

-----Original Message-----

From: Hugh Cowan [mailto:hacowan@eqc.govt.nz]
Sent: Tuesday, 28 September 2010 07:19 p.m.
To: 9(2)(a)
Subject: RE: EQC Seeks Tenders for Quake Repair Project Office

9(2)(a) Just to acknowledge your call and to say that I will send the document first thing tomorrow morning.
Regards Hugh

--- original message ---

From: "9(2)(a)"
Subject: EQC Seeks Tenders for Quake Repair Project Office
Date: 28th September 2010
Time: 6:54:47 pm

Hi Hugh,

As you may be aware, we 9(2)(i) (Christchurch office) are helping the Christchurch office of the EQC 9(2)(a) establish a planning framework for assessing and estimating of claims. While this is only a very small piece of work that we are currently undertaking free of charge, it has brought to our attention that you are planning to seek Tenders for a Quake Repair Project Office. We would appreciate if you could add us to the tender list.

In brief: we are part of 9(2)(a) one of the largest engineering and project services companies globally. Also part of 9(2)(i) an international infrastructure-based advisory company that has supported governments and private organisations in the conception, development and delivery of major projects and programs throughout Australia, Asia and the Middle East. As a group we can mobilise significant resources as well as relevant programme/project management experience at short notice.

I trust that the above is sufficient information for you to give us an opportunity to bid for the above work. However, if this was of interest, I would be more than happy to provide you with further information on our capabilities and experience at any stage.

I look forward to hearing from you and/or receiving the tender documents.

Kind regards

9(2)(a)



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9(2)(i)



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9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 8:32 a.m.
To: 9(2)(a)
Subject: RE: 9(2)(a)

Thanks 9(2)(a)

From: 9(2)(a) [mailto:9(2)(a)@gns.cri.nz]
Sent: Wednesday, 29 September 2010 8:24 a.m.
To: Hugh Cowan
Subject: 9(2)(a)

Hi Hugh

9(2)(a) asked me to email you the dates 9(2)(a) is away.

9(2)(a) is overseas at the moment - back in the office tomorrow.

Looking at his diary he is also away from:

9 October-14 November
22-26 November
30 November-3 December
9-18 December

Regards

9(2)(a)

9(2)(a)

GNS Science
TE PU AO
1 Fairway Drive, Avalon, P O Box 30 368, Lower Hutt 5040, New Zealand
9(2)(a)
www.gns.cri.nz

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9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 7:49 p.m.
To: 9(2)(a)
Subject: RE: FW: 9(2)(a) Limited Contract for the Provision of Independent Contracting Services

Thanks for this 9(2)(a) Regards Hugh

--- original message ---

From: "9(2)(a)@med.govt.nz">
Subject: FW: 9(2)(a) Limited Contract for the Provision of Independent Contracting Services
Date: 29th September 2010
Time: 7:33:19 pm

Hi Hugh,

See attached the draft agreement for 9(2)(a) is available 4 days a week and will be at the meeting tomorrow afternoon. 9(2)(a) hard worker so will be good value.

I spoke to 9(2)(a) and he said we needed a contract from 9(2)(a) attached. With a file note to say we need staff on board quickly and have therefore done a selective procurement, I would attach the MED advisory note to this.

Regards

9(2)(a)

9(2)(a)

Government Procurement Reform

Ministry of Economic Development
33 Bowen Street
Wellington
5002
NEW ZEALAND

Tel: 9(2)(a)

-----Original Message-----

From: 9(2)(a)
Sent: Wed 9/29/2010 3:13 PM
To: 9(2)(a)
Cc: 9(2)(a)
Subject: 9(2)(a) Contract for the Provision of Independent Contracting Services

Hi 9(2)(a)

Please find attached a very short form (basic) contract that I have used for other short pieces of work with clients. I have a number of **** in it for information that we have not finalised (e.g. duration).

Any feed back would be appreciated.

9(2)(a)

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9(2)(a)

From: Hugh Cowan
Sent: Wednesday, 29 September 2010 6:25 p.m.
To: 9(2)(a)
Subject: RE: Peer Review CHCH

Thanks 9(2)(a) I have learned that 9(2)(a) will not be available, so perhaps I can attend by phone. Please let me know. I will keep that time free. Regards Hugh

--- original message ---

From: 9(2)(a)
Subject: RE: Peer Review CHCH
Date: 29th September 2010
Time: 6:05:43 pm

Hi Hugh, we are teed up for tomorrow for 9ish at T&T.

9(2)(a)

From: Hugh Cowan <9(2)(a)>
Sent: Wednesday, 29 September 2010 4:29 p.m.
To: 9(2)(a)
Subject: Re: Peer Review CHCH

9(2)(a)

I was on the phone with 9(2)(a) just now and have asked him to call you to tee up the logistics.

regards
Hugh

On Wed, Sep 29, 2010 at 12:49 PM, 9(2)(a) wrote:
9(2)(a) Thanks Hugh, I will get back to you as soon as possible

Regards

9(2)(a)

From: Hugh Cowan [mailto:HACowan@eqc.govt.nz<mailto:HACowan@eqc.govt.nz>]
Sent: Wednesday, 29 September 2010 10:20 a.m.
To: 9(2)(a)
Subject: RE: Peer Review CHCH

9(2)(a)

I attach draft TOR for the peer review of T&T geotech investigations for EQC since the 4 Sept. Earthquake. I envisage this work will best be done in ChCh because the reviewers need to visit the affected areas with T&T in order to appreciate what we are dealing with.

It would make sense to me if 9(2)(a) could work with your people, 9(2)(a) at the 9(2)(a) office in ChCh and put a wrap on the review while there. I am happy to consider other suggestions, but perhaps you could first consider the TOR, discuss with each other, then come back to me with a plan including cost estimate and timeframe.

Naturally, we want this underway without delay if possible. Thanks in advance for your help with this important step.

regards

Hugh Cowan
Research Manager
Earthquake Commission
Level 20, Majestic Centre
100 Willis Street, P.O. Box 790
Wellington, New Zealand
DDI +9(2)(a)

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9(2)(a)

From: Hugh Cowan 9(2)(a)
Sent: Thursday, 30 September 2010 5:23 p.m.
To: 9(2)(a)
Cc: 9(2)(a) Ian Simpson
Subject: Peer review - TOR
Attachments: PeerReview_TOR_final.doc

9(2)(a)

I gather the team has now dispersed for the day, so there may not have been further discussion of the terms of reference since this morning's meeting.

To avoid further delay I attach a revised version of the TOR, incorporating a few minor changes suggested by Tonkin and Taylor and me, this afternoon. 9(2)(a) - grateful if you would forward these to your staff and confirm their acceptance.

Thanks to you both for facilitating this review at almost no notice. It is a challenging time for all parties.

regards
Hugh

Terms of Reference for 9(2)(a) and 9(2)(i)

Peer Review: Tonkin and Taylor Assessment of the Nature of Land Damage – Darfield Earthquake 4 September 2010.

Objectives:

- Assessment of the methodologies and processes employed by Tonkin and Taylor (T&T) in their assessments of the nature of the land damage following the Darfield Earthquake, and the damage state estimates arrived at, including local ground damage mapping activity and the criteria applied to damage categorizations.
- Review of the efficacy of the various treatment options presented, and their practicability given the nature of the ground damage observed, and the criterion that ground treatment options should seek to ensure that the probable risk of damage following remediation will be no more than that prior to the damage event.
- Examine the cost estimating approach and construction plan/execution strategy adopted by Tonkin and Taylor as the basis for their cost estimates of the different remediation options, and report as to whether the approaches used are appropriate for the level of information presented, and estimated costing accuracy (nominally plus or minus 30 percent).
- Review the T&T Report of 15 September 2010 (Confidential Draft) and the Briefing Paper which set out and summarize their assessment, in terms of overall completeness, robustness of assumptions made and treatment of known engineering uncertainties. T&T will assist you in the process by presenting the information to you by way of a power point presentation, and to answer any questions that you may have arising from that presentation. T&T will also accompany you into the field so that you can see the damage characterization in the field.
- Provide an opinion on the criteria applied to the options analysis and whether other considerations should form part of future decision making.

In bringing this analysis together the consultant will consider the key factors which have shaped the geotechnical assessment so far:

- whether houses could be rebuilt on the affected land with a satisfactory level of assurance that the risks face by home owners would be no greater than that prior to the event;
- whether there are suitable treatment options available that would provide an acceptable basis for managing the geotechnical risk inherent in those areas affected by liquefaction; and;
- whether or not such treatment options offer an economic solution versus abandonment.

It is acknowledged by EQC that all communities throughout New Zealand face natural hazard risk in some shape or form. It is not the purpose of this peer review to develop argument as to what constitutes acceptable risk, but instead to establish that the Tonkin and Taylor assessment provides a suitable basis for more extensive investigation that would inform part of any further decision making to determine the extent of any future engineering works and the desired engineered performance.

9(2)(a)

From: Hugh Cowan
Sent: Thursday, 30 September 2010 3:48 p.m.
To: 9(2)(a)
Subject: FWD: EQC - Reinstatement Project Management - RFP Questions
Attachments: EQC - Reinstatement Project Management - RFP Questions

9(2)(a)

From: 9(2)(a)@beca.com>
Sent: Thursday, 30 September 2010 3:43 p.m.
To: Hugh Cowan
Cc: 9(2)(a)
Subject: EQC - Reinstatement Project Management - RFP Questions

Hugh

Please find below questions that we have in relation to responding to EQC's Request for Proposal for Reinstatement Project Management for your consideration and response.

9(2)(1)

We look forward to hearing from you.

Regards, 9(2)(a)

9(2)(a)

Beca

9(2)(a)

www.beca.com

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9(2)(a)

From: Hugh Cowan 9(2)(a)
Sent: Thursday, 30 September 2010 12:01 p.m.
To: 9(2)(a)@tonkin.co.nz
Cc: Hugh Cowan; 9(2)(a) Ian Simpson
Subject: Re: FW: Peer Review CHCH

9(2)(a)

My apologies for misunderstandings and for not sending you the TOR before leaving the office early yesterday. The TOR that were sent to 9(2)(i) and to 9(2)(a) yesterday morning were "draft for discussion". They address purely the scope of work previously undertaken and I was anticipating a peer review process that would run over the next week. Late yesterday, however, direction by Government required that we accelerate the process in order to have a report to EQC by Monday. I then spoke with 9(2)(a) and 9(2)(a) see if we could get 9(2)(a) and others to Christchurch by this morning for a meeting with your team, to determine what could reasonably be achieved between now and Sunday.

9(2)(a) kindly agreed to facilitate logistics including 9(2)(a) travel to Christchurch. 9(2)(a) participating as an independent - 9(2)(a) but it makes sense for the work to be coordinated and completed with the 9(2)(i) team in Christchurch.

I suggested the meeting proceed before the TOR are finalised, simply to avoid expectations (or concerns) arising which could not be addressed within the time available to us. The purpose of the review is to address only the original work undertaken and then only to a degree that is practicable under extreme time constraints. I have assumed, I hope correctly, the the actors have more than enough experience and good judgement to understand what we are needing to achieve and how best to achieve it.

I had hoped to discuss this with you last night and sent a message to this effect, but acknowledge you might not have had time to make the call.

I hope that in the wake of your meeting this morning these matters will have been largely addressed, but it remains to agree the TOR and your input to this is key also. Please let me know if you have not seen the discussion draft.

regards
Hugh

On Thu, Sep 30, 2010 at 10:10 AM, 9(2)(a) <9(2)(a)@clear.net.nz> wrote:

Hugh

This is wrong process,

The terms of reference should be confirmed before any meeting with 9(2)(i)

You can NOT have the reviewer writing the terms of reference.

Also 9(2)(a) needs to see the TOR that went to 9(2)(i) and 9(2)(a)

We should discuss

9(2)(a)

9(2)(a)

NZ Earthquake Commission

Phone 9(2)(a)

Email 9(2)(a) [9\(2\)\(a\)@clear.net.nz](mailto:9(2)(a)@clear.net.nz)

From: 9(2)(a) [mailto:9(2)(a)@tonkin.co.nz]
Sent: Thursday, 30 September 2010 8:47 a.m.
To: Ian Simpson; 9(2)(a)
Subject: FW: Peer Review CHCH

So what is their TOR? This is 9(2)(i) where is 9(2)(a)

From: Hugh Cowan [mailto:9(2)(a)]
Sent: Thursday, 30 September 2010 8:21 a.m.
To: 9(2)(a)
Cc: 9(2)(a)
Subject: Re: Peer Review CHCH

9(2)(a)

I must put in an apology for the meeting this morning. At best it would have been by phone but my cold is worse overnight so I will spare you all that distraction. Please proceed with the meeting at T&T without EQC representation.

If after the meeting you could summarise for me in an email the scope of the review and how it will be conducted in the time available, then we can finalise the TOR and any other matters arising.

Thanks very much.

Hugh

Tonkin & Taylor: <http://www.tonkin.co.nz>

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9(2)(a)

From: Hugh Cowan
Sent: Thursday, 30 September 2010 9:56 a.m.
To: 9(2)(a)
Subject: RE: FW: 9(2)(a) Contract for the Provision of Independent Contracting Services

9(2)(a) could you please call me? 9(2)(a) I dont have your number. Regards Hugh

--- original message ---

From: "9(2)(a)@med.govt.nz">
Subject: FW: 9(2)(a) Limited Contract for the Provision of Independent Contracting Services
Date: 29th September 2010
Time: 7:33:19 pm

Hi Hugh,

See attached the draft agreement for 9(2)(a) is available 4 days a week and will be at the meeting tomorrow afternoon. 9(2)(a) hard worker so will be good value.

I spoke to 9(2)(a) and he said we needed a contract from 9(2)(a) attached. With a file note to say we need staff on board quickly and have therefore done a selective procurement, I would attach the MED advisory note to this.

Regards

9(2)(a)

9(2)(a)

Government Procurement Reform

Ministry of Economic Development
33 Bowen Street
Wellington
5002
NEW ZEALAND

Tel: 9(2)(a)

-----Original Message-----

From: 9(2)(a)
Sent: Wed 9/29/2010 3:13 PM
To: 9(2)(a)
Cc: 9(2)(a)
Subject: 9(2)(a) Limited Contract for the Provision of Independent Contracting Services

Hi 9(2)(a)

Please find attached a very short form (basic) contract that I have used for other short pieces of work with clients. I have a number of **** in it for information that we have not finalised (e.g. duration).

Any feed back would be appreciated.

9(2)(a)

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