
Expressions of Interest – Waitohi Café



EOI released: 26 March 2019

Deadline for questions: 2 May 2019

Deadline for proposals: 9 May 2019

Absolutely Positively
Wellington City Council
Me Heke Ki Pōneke

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About Us

Wellington City Council has an ambitious vision for the Waitohi hub: Te Manawa o te raki: the vibrant heart of the north

We envisage a vibrant centre for Johnsonville, with a seamless customer experience across all facilities. The café at Waitohi forms an integral part of this hub and our vision for the future of Johnsonville.

The community has shown a keen interest in ensuring that an inviting, vibrant café with excellent food, coffee and service is included at Waitohi. This is our invitation to you to be part of this vision.

The partners in the Waitohi hub are:

Keith Spry Pool

Fully refurbished in 2015, the Keith Spry Pool complex has a 25-metre heated indoor pool, together with a diving pool, toddlers' and children's play pool, spa, and sauna. Swimming lessons for adults and children are offered throughout term time. Visitor numbers have been estimated at 250,000 annually.

Johnsonville Library

At 1800m², Johnsonville's new library will be three times larger than the current facility. The new library will be a flagship project, utilising cutting-edge technology in harmony with more traditional library elements. It will be a flexible, modern space and capable of serving all of Wellington's Northern suburbs. Visitor numbers have been estimated at 170,000 annually.

Whanau Manaaki Kindergarten

This kindergarten located in the upstairs of the centre has a maximum role of 40 and is committed to providing high quality early education to children over 2 years old.

Johnsonville Community Centre

This centre is seen as safe and friendly meeting place where the community can work together and meet social, cultural and educational needs.

The Centre actively seeks courses and activities to hold within the Centre to enhance the lives of those living in the community. Visitor numbers have been estimated at 120,000 annually.

Memorial Park

This central green space diagonal to the hub and Café includes a children's playground – the accessway to the park will be refurbished as part of the Waitohi works.

Our vision



Waimhi - Vision and Success

Te Manawa o te raki The vibrant heart of the north

Ngāngahau
— A place that is vibrant and thriving
Waitohi is the place to be – a place people love. A magnet for the northern suburbs. A place that people come to for events, a meet, to get a book, meet friends, get advice, drop their kids off at the kindy, attend classes, get a great coffee and relax. A place for everything – a place for everyone.

Whānau
— A place that is connected
At Waitohi people make connections. The community's "third" place, connecting time to people, activities, learning and open space. "Use them" providing seamless provision of facilities, shaped by the community, for the community. Social and inclusive, the place we all own together.

Aiaha
— A place that is innovative and collaborative
Waitohi is renowned for innovation and collaboration. At the forefront of technology, engineering and progress, adapted to the community needs. A place where ideas, projects, and connections are born.

Whānauhoiho
— A place everyone is proud of
Everyone calls Waitohi their own. A place of aspiration that will serve the entire community for years to come. A place that everyone will be proud to call home.

Whānau Hoio Hoio - Te Manawa o te Raki
Kōwhiri i te manawa o te raki o tōu whānau. Kōwhiri i te manawa o te raki o tōu whānau.

Johnsonville Community Centre
Wellington City Council

Delivering our vision for the Waitohi Café requires a strong relationship with a partner who has the vision, capability and capacity to work together with us and with the hub partners.

The operator must have a commitment to excellence in providing fresh, tasty food and beverages, and to delivering their services in an environment of partnership.

We want the Café to provide a fantastic experience for our customers and to be a central and vibrant meeting place for the community while providing sustainable commercial returns to the operator.



The process

There is a two stage process to select the preferred operator. In the first stage (Request for Expressions of Interest) we will focus on the capability of interested respondents, looking at your experience, service offering and your willingness to work in partnership with the Waitohi stakeholders.

A small number of respondents will then be shortlisted to proceed to the second stage (Request for Proposals).

The RFP stage will focus further on the capability of respondents as well as the commercial offering; how your proposal will bring best value to Council (by way of rent) and to the customers.

Mahi ngātahi – we hope you will join us.

The Opportunity

The key commercial terms

Tenancy area	Total lettable area 169.0 square metres consisting of: Café seating area 130.0 Café kitchen 23.0 Café dry store room 16.0 [Courtyard 65.0 - non exclusive use – see page 5 for further details]
Lease term	3 years (open to negotiation)
Right of renewal	2 x 3 years (open to negotiation)
Commencement	December 2019 (or as varied with practical completion)
Rent reviews	<i>Pre-set adjustments in line with CPI. Market review after two years.</i>
Outgoings	Provided by Council(included in rent) Security, BWoF and HVAC Shared restrooms, consumables and limited external cleaning included in rental Pest control All other outgoings to be paid for by the operator, including: Separate electricity, gas and water meters – costs to be on-charged Interior cleaning and exterior cleaning over and above that provided by Council.
Fit out assets	The café will be fitted out with a commercial grade kitchen and the Council will provide some equipment - set out at the bottom of this section.
Fit out, lay out and decoration	The layout of the kitchen and some aspects of the café have been confirmed as per the plans released with this EOI.

Fixtures, fittings and equipment

The following is a high level list of the equipment to be provided by the Council. A further, detailed description of the equipment and fitout provided will be provided in the RFP stage.

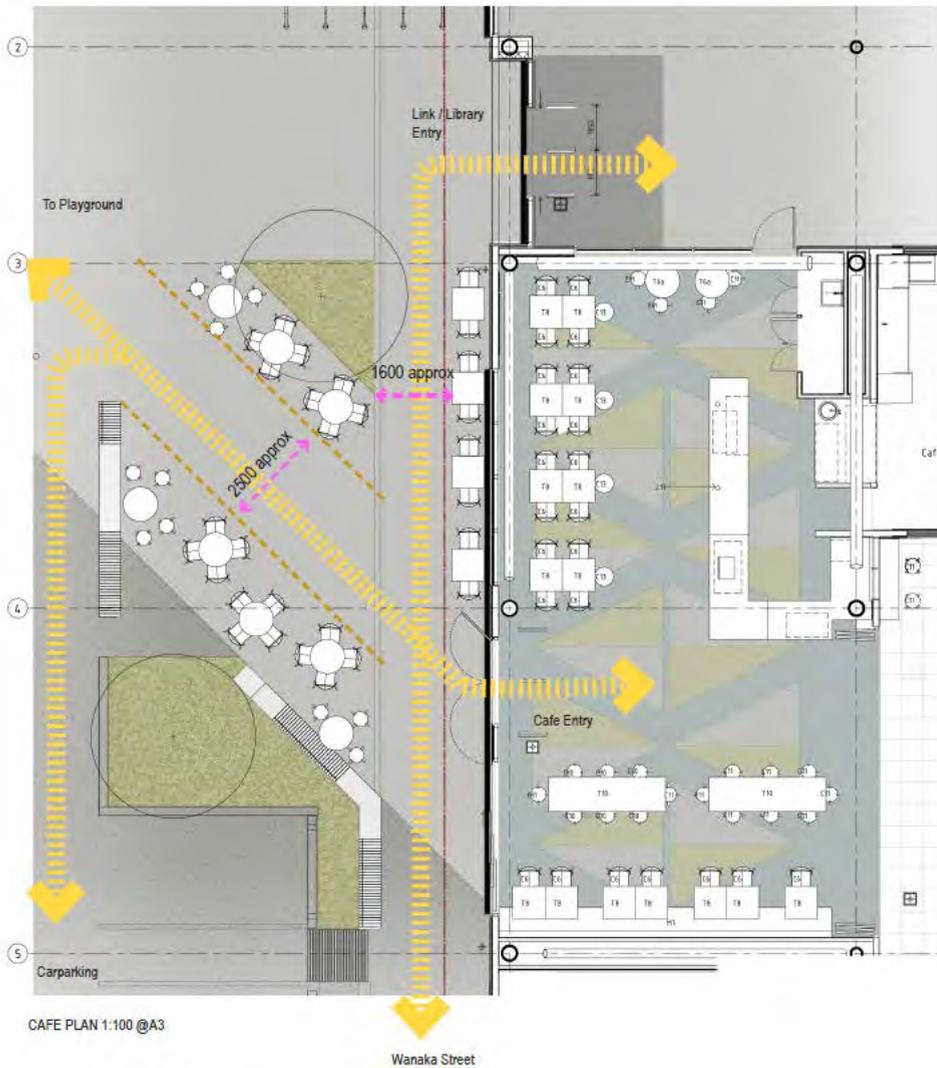
- Three door under bench fridge x3
- Two door underbench fridge x1
- Vertical freezer
- 6 hob cooktop
- Grill/Flat plate
- Dishwasher
- Food display unit
- Serving counter joinery unit
- Bench seat

The operator will be required to provide all other fixtures, fittings and equipment including:

- Exterior tables and chairs
- Interior non-fixed tables and chairs
- Any other fixtures and whiteware
- Crockery and cutlery
- Signage
- Artwork

- o Voice, data and POS systems (cabling to tenancy included in fitout)

The space



The indicative layout proposes how exterior cafe furniture can be set up and maintain connections to the Link entry, Cafe entry, Carparking, Wanaka Street and the adjacent playground.

exterior dining #
12 no tables
40 seats approx

Criteria 1: Your vision for the café

We want to understand your vision for the café at Waitohi and the plans you have to make this a reality. It is important to us that the look, feel and ambience of the café are fresh, inviting and blend well with the other facilities at Waitohi hub, to ensure that our mutual customers have a seamless and positive experience while visiting Waitohi.



- **Vision:** Describe your vision for the Café. How does it fit in with the vision of Waitohi? What music is playing? What do you want it to look like, feel like? Describe the experience from a customer viewpoint.
- **Food and beverage offering:** Provide a description of your food service plans including sample café menus, special promotions, vending product lists and healthy meal options.
- **Sustainability:** How do you source your food and products? Are they from within the Wellington area, or directly sourced from growers/producers? – What practices do you have in place for minimising food waste, minimising packaging, and re-using materials including food waste?
- **Service:** How are you reaching your customers and ensuring a positive experience? Describe what differentiates you from your competitors and how that will impact the quality of your services at Waitohi.

*Ngangahau:
A place that
is vibrant
and thriving*

Criteria 2: Your track record

We want to hear about you, your track record and your ambition to become our café partner.



- **History:** Describe your organisation's history including years in business and your ability to manage a successful café with multiple stakeholders.
- **Financial considerations:** What entity will you use to operate the café and to contract with Council? Who are the key people involved? Have any of the key people been the subject of insolvency proceedings, bankruptcy, administration (voluntary or otherwise), receivership or similar legal proceedings?
- **Safety:** Describe your company's health and safety record and food safety and compliance training, efforts and procedures.
- Please provide two references.

*Auaha:
A place that
is innovative
and
collaborative*

Criteria 3: Becoming a partner

We need confidence that the café operator will become our partner - and in doing so that they can work collaboratively with all Waitohi partners in delivering the vision for Waitohi. This is an important component of this EOI and its evaluation.



- **Mission:** Please describe your organisation's mission and core values.
- **Plans:** tell us how a partnership with Wellington City Council at Waitohi fits into your organisation's development plan.
- **Collaboration:** Talk to us about how you will collaborate and function with the other facilities. If you have worked with other organisations in your delivery of a business outcome (especially café services), please provide examples.
- Please provide some examples of how you have made something better through collaboration: the whole is bigger than the sum of its parts.

*Ehara taku toa i
te toa takitahi
engari he toa
takitini: My
strength comes
not from one but
from many*

Criteria 4: Key operational requirements

We have some expectations about how you will operate the café to ensure that our mutual customers experience excellent service consistent with our vision at Waitohi.



No smoking	Both the Café interior and exterior will be no smoking areas
Minimum hours	To be agreed with Council. It is anticipated that the café will be open a minimum 8 hours each day within the framework of the other facilities' hours.
Non-exclusive catering	Although it can be offered, there will be no obligation for customers or other partners to exclusively use the café for catering events.
Attending Hub meetings	For the smooth operating of the hub, a café representative must attend regular meetings between representatives of all facilities.
Rubbish collection	There is a rubbish room on the lower ground floor of Waitohi. Rubbish must not be taken through the facility, but through approved lift and at particular times. The operator may be required to pay an additional monthly charge if the rubbish servicing provided is not sufficient for the café.
Food Hygiene practices	We expect you to attain the appropriate Food Act registration with the Council and comply with all the requirements of that registration.
Courtyard	There is a defined courtyard area for café use. No sun or rain shades are provided. Public walkways cut between the café and seating area, as well as through the middle of seating area. This area must be made available to other members of the facility for events with prior notification and outside the cafés opening hours.
Accessibility	The building is designed to obtain a platinum accessibility rating. The operator must adhere to relevant standards to ensure that this rating is maintained. Further detail will be provided at the RFP stage.
Parking	No staff parking is provided
Deliveries	Delivery schedules will be co-ordinated across the whole of the hub to ensure smooth operations. Deliveries need to be outside peak hours of operation. There is a dedicated loading park. Further detail will be provided at the RFP stage.
Maintaining standards	The operator must participate in and comply with quality and performance control measures to ensure a positive customer experience within Waitohi. Further detail will be provided at the RFP stage.
Staff and Operational costs	These are the responsibility of the operator
Maintenance	Maintenance obligations (and particularly which party is responsible for what maintenance) are being considered. Further detail will be provided at the RFP stage
WCC's policies	Staff at the Café will be required to follow applicable Council policies and procedures as they relate to Waitohi.

These terms, (along with other terms usually in a lease) will be detailed in the lease and service level agreement. These documents will be provided for review at RFP stage.



- **Confirmation:** Please confirm that your organisation will adhere to the key operational requirements and expectations set out above, or provide any comments.

Our process

Our timeline

Steps in Council's process	Date (on or around)
Release of EOI (this document)	26 March 2019
Deadline for questions	2 May 2019
Deadline for proposals	9 May 2019 5pm
Shortlisted operators finalised and unsuccessful respondents notified (target)	23 May 2019
Release of RFP (second stage) document (target)	6 June 2019
Deadline for questions (target)	20 June 2019
Submitters notified of outcome (target)	15 July 2019
Anticipated execution of lease (target)	July 2019
Anticipated start date of lease (target)	December 2019

What matters to us

We will evaluate your proposals for this EOI on their merits and according to the following evaluation criteria and weightings:

Criteria	Weighting
Your vision and service offering	40%
Your track record	40%
Becoming a partner	20%
Meeting our key operational requirements	Pass/Fail
Total weightings	100%

Point of Contact (enquiries)

All enquiries must be directed to Rona Lemalu
Project Liaison, Waitohi,
rona.lemalu@wcc.govt.nz

Point of Contact (responses)

All enquiries must be directed to Andrea Thomas
Project Liaison, Waitohi,
andrea.thomas@wcc.govt.nz

Key points

- Please keep your responses concise and focused on our questions. We do not want significant amounts of information to support your proposal (for example, please don't provide us with copies of your policies).
- Shortlisted respondents may be given the opportunity to meet with us to present your proposal
- Proposals must be submitted by email/electronically to andrea.thomas@wcc.govt.nz.
- Hard copies of your response are not required

Our selection Process, terms and conditions

- The EOI is subject to the EOI Process, Terms and Conditions.
- If, after publishing the EOI, we need to change anything about the EOI, or want to provide respondents with additional information we will let all respondents know by email.
- We will provide the answers to questions to all respondents.

Terms and conditions

1. Preparing a Proposal

By submitting a Proposal the Respondent accepts that it is bound by the EOI Process and the Terms and Conditions (EOI Terms) contained in this Section.

2. Questions

- All requests for clarification must be made by email to rona.lemalu@wcc.govt.nz.
- Council may provide details of any question and answer to other Respondents. In doing so the Council may summarise the Respondent's question and will not disclose the Respondent's identity.

3. Submitting a Proposal

Each Respondent is responsible for ensuring that its Proposal is received by the Council at the correct address on or before the Deadline for Proposals. The Council intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Council each Respondent warrants that all information it provides to the Council is true, accurate and complete, and not misleading in any material respect

4. Third party information

- Each Respondent authorises the Council to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
- Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- To facilitate discussions between the Council and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

5. Council's clarification

- The Council may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Council is not required to request the same clarification or information from each Respondent.
- The Council may take such clarification or additional information into account in evaluating the Proposal.

6. Evaluation and shortlisting

- The Council will convene an evaluation panel to evaluate the Proposals.
- The Council will base its initial evaluation on the Proposals submitted in response to the EOI. The Council may adjust its evaluation of a Proposal following consideration of any clarification or additional information that Council may have in its possession.
- In deciding which Respondent/s to shortlist the Council will take into account the results of the evaluations of each Proposal and each Respondent's understanding of the Criteria, capability to fully deliver the Criteria and willingness to meet the Council's expectations for client service;
- In deciding which Respondent/s, to shortlist the Council may take into account any of the following additional information:
 - the results from reference checks and any other due diligence;
 - any matter that materially impacts on the Council's trust and confidence in the Respondent;
 - any other relevant information that the Council may have in its possession.
- The Council will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Council of the Respondent's Proposal, or imply or create any obligation on the Council to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the EOI process the Council will not make public the names of the shortlisted Respondents.

7. Presentations

The Council may invite any or all shortlisted Respondents to present its response.

8. Notification of outcome

The Council may make public the name of the Successful Respondent(s) and any unsuccessful Respondent(s).

9. Issues and complaints

- A Respondent may, in good faith, raise with the Council any issue or complaint about the EOI, or the EOI process at any time.
- The Council will consider and respond promptly and impartially to the Respondent's issue or complaint.
- Both the Council and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the EOI.
- The fact that a Respondent has raised an issue or complaint is not to be used by the Council to unfairly prejudice the Respondent's ongoing participation in the EOI process or future contract opportunities.

10. Council's Point of Contact

- All enquiries regarding the EOI must be directed by email to the Council's Point of Contact. Respondents must not directly or indirectly approach any representative of the Council, or any other person, to solicit information concerning any aspect of the EOI.
- Only the Point of Contact, and any authorized person of the Council, are authorised to communicate with Respondents regarding any aspect of the EOI. The Council will not be bound by any statement made by any other person.
- The Council may change the Point of Contact at any time. The Council will notify Respondents of any such change.
- Where a Respondent has an existing contract with the Council then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Council, solicit information or discuss aspects of the EOI.

11. Conflict of Interest

Each Respondent must immediately inform the Council should a Conflict of Interest arise during

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

12. Ethics

- Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Council in relation to the EOI.
- A Respondent who attempts to do anything prohibited by these terms may be disqualified from participating further in the EOI process.
- The Council reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the EOI process to ensure probity of the EOI process.
- All Respondents agree not to offer any hospitality to any representatives of the Council during the period between the release of this EOI and Council's confirmation of the outcome of the EOI in accordance with 9 above.

13. Anti-collusion and bid rigging

- Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Council. Such behaviour will result in the Respondent being disqualified from participating further in the EOI process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- The Council reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

14. Confidential Information

- The Council and Respondent will each take reasonable steps to protect Confidential Information will not disclose Confidential Information to a third party without the other's prior written consent.
- The Council and Respondent may each disclose Confidential Information to any person who is directly involved in the EOI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the EOI.
- Respondents acknowledge that the Council's obligations are subject to requirements imposed by the Local Government Official Information and Meetings Act 1987. The Council will not be in breach of its obligations if Confidential Information is disclosed by the Council to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.
- Where the Council receives an LGOIMA request that relates to a Respondent's Confidential Information may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

15. Confidentiality of EOI information

- For the duration of the EOI, to the date of the announcement of the Successful Respondent, or the end of the EOI process, the Respondent agrees to keep the EOI strictly confidential and not make any public statement to any third party in relation to any aspect of the EOI, the EOI process or the notification of any Preferred Supplier without the Council's prior written consent.
- A Respondent may disclose EOI information only for the purpose of participating in the EOI. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the EOI.

16. Costs of participating in the EOI process

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

17. Ownership of documents

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

18. No binding legal relations

- Neither the EOI, nor the EOI process, creates a process contract or any legal relationship between the Council and any Respondent, except in respect of the Respondent's declaration, statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Council;
- Except for the legal obligations set out in these terms, no legal relationship is formed between the Council and any Respondent in relation to this EOI process.

19. Elimination

- The Council may exclude a Respondent from participating in the EOI if the Council has evidence of any of the following, and is considered by the Council to be material to the EOI:
 - the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the EOI;
 - the Proposal contains a material error, omission or inaccuracy;
 - the Respondent has made a false declaration;
 - there is a serious performance issue in a historic or current contract delivered by the Respondent;
 - the Respondent has been convicted of a serious crime or offence;
 - there is an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.

20. Council's additional rights

- (a) Despite any other provision in the EOI the Council may, on giving due notice to Respondents:
 - ii. make any material change to the EOI (including any change to the timeline, Criteria or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- (b) Despite any other provision in the EOI the Council may:
 - i. accept a late Proposal. The Council will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal;
 - ii. answer a question submitted after the Deadline for Questions, if applicable;
 - iii. accept or reject any Proposal, or part of a Proposal;
 - iv. accept or reject any non-compliant, non-conforming or alternative Proposal;
 - v. decide not to accept the lowest priced conforming Proposal;
 - vi. decide not to notify any Preferred Suppliers;
 - vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent;
 - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the EOI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons;
 - ix. amend the Requirements in this EOI at any time, including during negotiations with a shortlisted Respondent;
 - x. waive irregularities or requirements in or during the EOI process where it considers it appropriate and reasonable to do so.

21. New Zealand law

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

22. Disclaimer

- (a) The Council will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the EOI process.
- (b) Nothing contained or implied in EOI process, or any other communication by the Council to any Respondent shall be construed as legal, financial or other advice. The Council has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- (c) To the extent that liability cannot be excluded, the maximum aggregate liability of the Council, its agents and advisors is \$1.

23. Precedence

If there is any conflict or inconsistency between information and documents, the later information or document will prevail.

24. Definitions

In relation to the EOI the following words and expressions have the meanings described below.

- i. amend, suspend, cancel and/or re-issue the EOI, or any part of the EOI

- (a) Council means Wellington City Council.
- (b) Confidential Information means information that:
 - i. is by its nature confidential;
 - ii. is marked by either the Council or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted';
 - iii. is provided by the Council, a Respondent, or a third party in confidence;
 - iv. the Council or a Respondent knows, or ought to know, is confidential.
 Confidential information does not cover information that is in the public domain through no fault of either the Council or a Respondent.
- (c) A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Council under the EOI or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A
- (d) Conflict of Interest may be:
 - i. actual: where the conflict currently exists;
 - ii. potential: where the conflict is about to happen or could happen; or
 - iii. perceived: where other people may reasonably think that a person is compromised.
- (e) Criteria means the requirements for café services as set out in this EOI and includes our criteria.
- (f) Deadline for Proposals means 9 May 2019.
- (g) Deadline for Questions means 2 May 2019.
- (h) EOI Terms means these terms and conditions.
- (i) Evaluation Approach means the approach used by the Council to evaluate Proposals as described in Section 6.
- (j) Expressions of Interest (EOI) means the process governed by this document and any subsequent information provided by the Council to Respondents through the Council's Point of Contact.
- (k) Intellectual Property means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
- (l) Point of Contact means the person identified by the Respondent as carrying out this role on behalf of the Respondent.
- (m) Proposal means the response a Respondent submits in reply to the EOI. It comprises the Respondent's response document, financial and pricing information and all other information submitted by a Respondent.
- (n) Respondent means a person, organisation, business or other entity that submits a Proposal in response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives.
- (o) RFP process and RFP stage means the process that the Council will invite Successful Respondents to participate in following this EOI.
- (p) Successful Respondent(s) means following the evaluation of Proposals and successful negotiations, the Respondent/s who is notified that it is a Preferred Supplier/s to participate in the RFP process.