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# **PROCUREMENT PLAN**

# **Regulatory Services Contract**

# 1. INTRODUCTION

# 1.1. BACKGROUND

The current Regulatory Services contract for Queenstown with Cougar Security is due to expire on 30 June 2026.

Due to the estimated cost of the Queenstown contract over a proposed Seven-year period, it is necessary to go through a full procurement process. The contract value requires Council sign off.

During this procurement process it is intended to undertake a tender for covering the Queenstown Lakes District and to manage the provision of Regulatory Services for the community including the following key roles:

- Afterhours Animal Services
- Afterhours Noise Control
- Afterhours Parking Services
- Daytime Parking Control
- CCTV ticketing
- Freedom Camping Patrol
- Afterhours RMA
- Urgent ACO cover
- Vehicle release from car pound
- Ad hoc signage installation



The procurement process will help facilitate the timely, effective and efficient delivery of Regulatory Services planned for in the LTP, which will benefit both the ratepayers and visitors to the district by ensuring levels of service are met.

# 1.2. PURPOSE

This Procurement Plan sets out the requirement for Regulatory Services Contract and the procurement process to be followed. It outlines how QLDC intends to select and engage a supplier using approved budget as per the Project Charter.

This Procurement Plan is based on:

- QLDC requirements, issues and constraints
- Lessons identified from other similar projects.
- The requirements of the Government Procurement Rules and associated Broader Outcomes

# 1.3. KEY STAKEHOLDERS

Role	Characteristics	Stakeholders
Responsible	The person or people responsible for undertaking the procurement.	Carrie Edgerton – Regulatory Support, Animal Control and Parking Manager
Accountable	The person or people that have authority to make decisions and are accountable for the outcomes.	Katherine Harbrow
Support	The person or people that do the real work.	PMO, Regulatory Manager, Regulatory Support, Animal Control and Parking Manager and support staff
Consulted	The person or people who needs to be consulted to add value or get 'buy-in.	Business Unit Managers:  • Customer Services

		<ul> <li>Parking</li> <li>Animal Control</li> <li>Monitoring and Enforcement Manager</li> <li>Regulatory Support Senior</li> <li>Parking Co Ordinator</li> <li>Health and Safety</li> <li>QLDC legal</li> </ul>
Informed	The person, people or group, groups that need to be kept informed of key actions and results but are not involved in decisionmaking or delivery.	Other parts of the Regulatory Team

# 1.4. STRATEGIC OBJECTIVES

This procurement project seeks to

- Regulatory Services Functions undertaken in a responsive effective manner
- Adjustable level of service based upon demand
- Provide greater support, infrastructure and operational delivery of Regulatory Services Functions.
- Value for money

# 1.5. CRITICAL SUCCESS FACTORS

The Critical Success Factors for this project are:

Be responsive and agile enough to meet the varied needs of QLDC.

Allow contract to be allocated to the best-fit provider on a fair and transparent basis.

Provide fit for purpose advice.

Allow for robust performance management and reporting measures on contract.

# 1.6. SCOPE

The scope of the project is to source potential suppliers for the Regulatory Services Contract

In scope	Out of scope
Afterhours Animal Services	CCTV maintenance
Afterhours Noise Control	Building Maintenance
Afterhours Parking Services	Security for council offices
Daytime Parking Control	Harbourmaster

CCTV ticketing	
Freedom Camping Patrol	
Afterhours RMA	
Urgent ACO cover	
Vehicle release from car pound	
Ad hoc Signage installation	

#### 1.7. BUDGET

The potential value of the project, based on limiting criteria, is currently estimated at \$7,100,000.00 with a potential duration of 7 years (3 year initial term plus 2 x 2 year right of renewal), based on current CPI and not inclusive of growth.

Forecasting 3+2+2 cost of contract							
Actual cost	t of contract				CPI 2.2%		
2022/23	2023/24						
\$826,878.77	\$923,701.50						
2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/2031	
Y1	Y2	Y3	Y4	Y5	Y6	Y7	Total contract :
\$944,022.93	\$964,791.44	\$986,016.85	\$1,007,709.22	\$1,029,878.82	\$1,052,536.16	\$1,075,691.95	\$7,060,647.37

\*\*Not inclusinve of growth

See Appendix B for historical staff resourcing allocation and RFS numbers for the last two financial years

# 2. KEY PROCUREMENT CONSIDERATIONS

QLDC's Procurement Policy is based on the Ministry of Business, Innovation and Employment (MBIE) that the <u>Government Procurement Rules</u> ("the Rules"). The Procurement Policy will be adhered to for this project and by implication, the Rules will also be followed. However; QLDC is not a mandated agency for the Rules and as such there may be some deviation from the Rules.

The Rules refer to the MBIE <u>Broader Outcomes</u> and they have been considered to identify opportunities to work within them.

The Broader Outcomes are defined as:

"Broader outcomes are the secondary benefits that are generated by the way a good, service or works is produced or delivered. These outcomes can be social, environmental, cultural or economic benefits, and will delivery long-term public value for New Zealand."

"Broader outcomes require you to consider not only the whole-of-life cost of the procurement, but also the costs and benefits to society, the environment and the economy." Three of the key components of the Broader Outcomes regarding this procurement apply as shown in the table below.

Outcome	Improving conditions for New Zealand workers	Reducing emissions and waste	Increasing access for New Zealand businesses
Description	The Government aims to improve conditions for New Zealand workers by requiring agencies to ensure suppliers and their subcontractors comply with employment standards, and health and safety requirements.	The New Zealand Government is committed to achieving positive environmental outcomes through sustainable procurement by buying low emissions and low waste goods, services and works.	The Government Procurement Rules require agencies to remove barriers for New Zealand businesses
How it will be achieved	Evaluate health and safety as a weighted attribute. Introduce and monitor KPI's. Encouraging good employer behaviours through contract management. Including contractual clauses regarding subcontracting to providers with good track records in this aspect.	Contracted with suppliers with a proven and auditable track record.  An increase in products diverted from the general waste stream to recycling.  Introduction and regular measurement of KPI's.  Working with suppliers to increase our recycling % of total waste.  Reduction of contamination of recycling.  Audit provisions for confirming our waste is being treated as expected.	Ensuring documentation is clear and in a format easily understood by all aspects of the market. Ensuring sufficient time to respond to the RFP. Ensuring mandatory requirements are appropriately scaled for the services. Allowing alternative proposals.

In addition to the above is the directive that agencies are to ensure that they "proactively seek to identify Māori and Pacific businesses and social enterprises that provide goods and services they are looking to procure and identify opportunities to involve them in their supply chains." Research has been undertaken to identify any Maori or Pacific business that may be involved in this process and it has been found that there are no Maori or Pacific businesses able to supply the requirements and therefore no specific engagement regarding this is required.

# 3. PROCUREMENT PLAN REVIEW

This Procurement Plan will be reviewed:

- Where there is new information that may materially affect any part of the sourcing process;
- At the end of the RFP process; and
- At the completion of the contractor implementation (final review for knowledge transfer into the future).

Minor changes will be updated to the Plan without re-approval by delegated authority.

# 4. PROBITY

# 4.1. GENERAL REQUIREMENTS

It is essential that QLDC demonstrates ethics and integrity in its procurements. This means:

- Acting fairly, impartially, and with integrity
- Being accountable and transparent

- Being trustworthy and acting lawfully
- Managing conflicts of interest
- Protecting the supplier's commercially sensitive and confidential information.

# 4.2. PROBITY IN THIS PROCUREMENT

Probity in this procurement will be managed by:

- Ensuring everyone involved in the process signs a confidentiality agreement and declares any actual, potential
  or perceived conflict of interest. Where any staff member refuses to sign a Conflict of Interest Form, they will
  not be able to be part of the procurement process
- Communication guidelines set with suppliers and QLDC staff once in due process
- · Identifying and effectively managing all conflicts of interest
- Advertising and managing the RFP through the Government Electronic Tender System (GETS) portal.
- Ensuring all communications during the process are managed through the GETS portal.
- Treating all suppliers equally and fairly
- Documenting key discussions & decisions
- Each Respondent with a comprehensive debrief at the end of the procurement process
- Retaining all documentation in line with the Public Records Act
- Ensure the QLDC Audit and Assurance function is aware of the project and has full access to review the process at any point but particularly at:
  - a) Review of the Procurement Plan
  - b) Review of the Conflict of Interest forms
  - c) Review of the evaluation documents and recommendation to management

# 5. MARKET ANALYSIS

#### 5.1. PREVIOUS/INCUMBENT SUPPLIERS

The incumbent supplier is Cougar Security.

## 5.2. NEW ZEALAND MARKET

Domestic suppliers and a brief profile are shown below. Domestic suppliers with a local (QLDC area) presence are noted)

Supplier Name	Synopsis
Cougar Security	Current supplier, security company with over 10 years regulatory services experience in Queenstown Lakes District
Amourguard	National security company with some regulatory experience outside of the Queenstown District

Allied Security	National security company with some regulatory experience outside of the Queenstown District

Completion of similar projects within New Zealand in the last five (5) years has been undertaken on several sites and the supplier for each project is shown below

Client	Supplier and project overview
Hauraki District Council - 2023	Hauraki Animal Management – Hauraki District Council is looking for contractor who have the capability, experience and resources to promptly deal with control of dogs, wandering stock and the control of noise within the boundaries of Hauraki District and for the warden duties required to implement the Whiritoa beach dog control and nuisance bylaws and can offer this service with a smile to the Hauraki community. They need to have a good track record in both animal and noise control services. Hauraki District Council is interested in a service that may also deliver broader outcomes such as social, economic, environmental and cultural aspects. It is expected that the contractor will have effective networks and strong relationships within their local community.
South Taranaki District Council - 2024	First Security Guard Services – South Taranaki District Council (STDC) use a specialised security guard service for after-hour animal control, noise control and smoky fire nuisance control. Currently STDC has a single contract. Following a review, a change in service has been made and therefore only a single contract for after hour noise control and smoky fire nuisance control is required.
Selwyn District Council - 2023	ALLIED INVESTMENTS LIMITED – We are seeking proposals for after-hours noise control management services across the Selwyn District.
	Our requirements will be for a swift response to, and management of, all after-hours noise complaints 7 days a week, 52 weeks per year.  Maintaining a happy and healthy local community is important to us and our residents.
Auckland Council - 2022	Armourguard First Security
	Auckland Council has three contract areas providing noise control services for the response and enforcement of noise complaints for the residents of the Auckland region. These areas are North/West, Central and South.
	The contracts are focused on dealing with excessive noise issues such as noise from people and parties.

# 5.3. KEY BUYERS WITHIN THE MARKET

At any one time there may be multiple large-scale Regulatory Contracts occurring within the market and these projects compete for high-quality resources. The primary types of buyers within the market are Local Government. These systems are typically purchased by Local Councils to cover afterhours Regulatory functions.

# 5.4. PRICING METHODOLOGIES

Existing market pricing methodologies are shown below:

• Call out fixed fees

Hourly rates (for prescribed hours)

In addition to this there will be support and administration costs.

Key factors affecting pricing are:

- Number of requests for service
- Increase or decrease in demand from the public
- More or less compliance

The preferred pricing methodology is monthly invoicing

The proposed payment approach will be monthly invoice based where possible. All invoicing will be verified by the Regulatory Support.

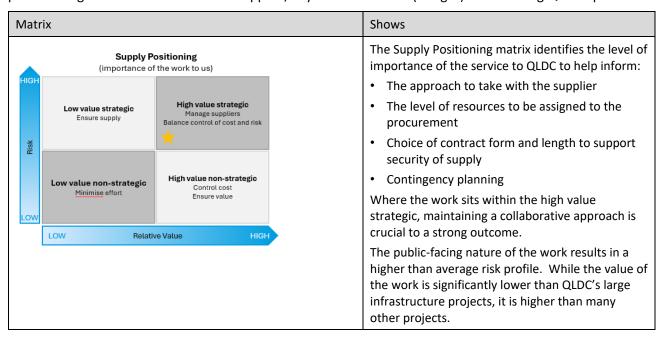
The following prices will be sought from respondents:

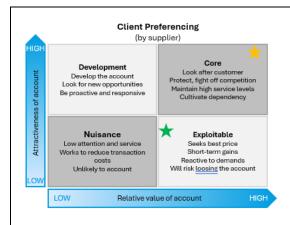
Call-Out fees and Hourly rates, fixed for the initial term of the contract.

Appendix A is an anticipated pricing format and will be weighted against historical frequency (Appendix B).

# 5.5. SUPPLY MATRICES

The levels of power and dependency between QLDC and potential suppliers have been assessed. Supplier and Client preferencing is shown below with the Supplier/Buyer Power Matrix (at right) summarising QLDC's position.





This matrix identifies the attractiveness of the works to potential suppliers.

There are two main types of supplier likely to be interested in QLDC as a client:

- National Suppliers (denoted on matrix by a green star) for whom QLDC will be one of many clients; and
- Local Suppliers (denoted on matrix by orange star) for whom QLDC would be their major client.

Where a client is in the "exploitable" quadrant, the account is not high value due to client budgetary constraints or the inability to increase the scope of the services and grow the account.

Where a client is a core part of a supplier's business, it is possible to establish a relationship in which both parties continually seek to add value. The supplier is generally open to responding to requests for improvements and provides a high-level of service in order to maintain the relationship.

#### Supplier Preferencing (by client) Strategic High profit impact Leverage High supply risk High sourcing difficulty Long-term contracts Executive visibility High profit impact Low supply risk Focus on price competitiveness Profit Routine Bottleneck Low profit impact Low supply risk Low sourcing difficulty High supply risk Low level visibility Transactional focus High sourcing difficulty LOW Supply risk/criticality

Due to the public-facing nature of the services, this is a medium-value strategic item for QLDC with the priority being security of supply with good value. Items in the Strategic quadrant require careful management of supplier.

Airways should look to develop long-term supply relationship and undertake the following activities on a regular basis:

- Identification, analysis of and management of risks
- · Contingency planning
- Collaborative relationship

Supplier/Buyer Power Matrix

Buyer Dominance
For beginning a agriculture
Supplier a bright of parties of the supplier
Supplier a bright of the supplier
Supplier a bright

Also known as Power and Dependency Matrix. The highest risk quadrant on this matrix from QLDC perspective is the "supplier dominance" whereby the supplier holds all the power in the relationship.

For large national suppliers:

 the relative levels of power and dependency within this matrix show a fine balance with QLDC being slightly more dependent on the Supplier for success than the Supplier being dependent on Airways.

For smaller local suppliers:

• the relative levels show QLDC and the supplier as being interdependent.

# 6. RISKS AND MITIGATIONS

The risks identified in the document pertain to the procurement process only and the wider project risks are contained with the contract Risk Register. There is some duplication between the Procurement Plan Risk Matrix and the Project Risk Register.

Risk	Initial Rating	Mitigation	Residual Rating	Escalation	Authority to carry risk
No companies put forward a proposal	L	Contract is put on GETS to obtain a wide range of respondents	1	Carrie Edgerton	Regulatory support, Animal Control and Parking Manager
Change in contractor	М	Timeline gives a good timeframe for handover	L	Carrie Edgerton	Regulatory Support, Animal Control and Parking Manager
Responses for only limited services are received	L	A complete RFP is put out on GETS	ı	Carrie Edgerton	Regulatory Support, Animal Control and Parking Manager
Proposals received do not have the relevant skills required	L	The response schedule will ask respondents to outline the relevant skills they have for each area Contractors are required to provide a schedule of training which will assist in getting staff trained up QLDC staff are trained up and can assist with escalation and initial training	ı	Carrie Edgerton	Regulatory Support, Animal Control and Parking Manager
Cost exceeds budget	М	Link to CPI in the forecast of costs. The service level can be up or downscaled if required. The 10YP budget is for 8Mill, which will give room for growth above CPI.	L	Anthony Hall	Regulatory Manager

Reputational risk	M	The contract outlines clear training required to be undertaken by staff, and audits completed for officers on a regular basis. Evaluation criteria will ensure there is confidence in the supplier.	L	Anthony Hall	Regulatory Manager
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# 7. BUSINESS REQUIREMENTS

# 7.1. SCOPE

The following are in scope for these requirements:

In scope	Out of scope
Afterhours Animal Services	CCTV maintenance
Afterhours Noise Control	Building Maintenance
Afterhours Parking Services	Security for council offices
Daytime Parking Control	Harbourmaster
CCTV ticketing	
Freedom Camping Patrol	
Afterhours RMA	
Urgent ACO cover	
Vehicle release from car pound	
Ad hoc Signage installation	

# 7.2. REQUIREMENTS

The detailed requirements have been developed by the Regulatory Support, Animal Control and Parking Manager with consultation across all relevant parts of the Council.

Evaluation criteria can be found in Appendix C.

# 8. HEALTH AND SAFETY

Health and safety will be in accordance with the Health and Safety in Work Act 2015 and QLDC Policies.

The Contractor must comply with and ensure that all sub-contractors and their employees and agents, as well as any other person and their employees and agents carrying out any works associated with the Services comply with all aspects of the Health and Safety at Work Act 2015 and any applicable regulations.

The Contractor shall take all reasonably practicable steps to:

- a. Provide and maintain a safe working environment;
- b. Eliminate risks to health and safety and protect the health and safety of all persons engaged in carrying out the Services or affected by the Services. If risks cannot be eliminated, the Contractor shall minimise health and safety risks as far as reasonably practicable;

- c. Keep the location in which the Services are being carried out in an orderly state and in such a condition as to avoid danger to persons and property;
- d. Ensure that any employee or subcontractor involved in carrying out the Services is not unnecessarily exposed to hazards which are under the Contractor's control.
- e. Have proper emergency procedures in place.

#### The Contractor shall:

- a. Commit to performing the Services to the highest standards of health and safety, in particular
- b. Maintain at a minimum SiteWise Green Status safety prequalification of 75% at local level in respect of all activities being undertaken, or other nationally recognised safety prequalification approved by QLDC.
- c. To develop and carry out a training programme (including an induction plan) to ensure all staff are clear on their health and safety duties;
- d. Prior to the commencement of the Services, provide the Principal, for its review, a Health and Safety Plan. The Contractor shall fully implement and comply with this Health and Safety Plan throughout the Term, and when requested shall provide the Council with evidence of compliance to the Council's satisfaction;
- e. Update the health and safety plan as required to incorporate risks unforeseen prior to the commencement of the Services during the Term;
- f. Maintain a register of all incidents including near misses and notifiable events and notify the Principal of any situation, occurrence, activity or event that occurs in the exercise of the Services which may endanger the health and safety of occupants, workers or the public;
- g. Investigate all incidents and identify their cause; and
- h. Ensure that all persons under the Contractor's control are appropriately trained or supervised.
- i. The Contractor must report to the Principal as soon as reasonably practicable all incidents associated with the Services that result (or could have resulted) in a Notifiable Event, and provide to the Principal a report with subsequent corrective actions identified.
- j. The Contractor must provide the Principal with a copy of any notification or report that the Contractor is required to make to a public authority or regulator on any incident which is associated with the carrying out of the Services.
- k. The Contractor must give the Principal on request a copy of any report or investigation in regards to any incident which the Contractor during the course of the Term.

# 9. SUSTAINABILITY

This will be in accordance with QLDC Sustainability Policy along with:

#### • Environmental Impact

The service provider is expected to demonstrate a commitment to reducing environmental impact in the delivery of their service. This includes minimising energy consumption, reducing waste, and utilising environmentally responsible practices.

Any waste generated during the provision of the service (e.g., packaging, equipment disposal) must be properly managed and disposed of in an environmentally friendly manner, preferably through recycling or reuse.

#### Sustainable Resource use

The service provider should prioritise the use of sustainably sourced materials and resources in any products or equipment used during the contract period.

#### Carbon Footprint Reduction

The service provider is encouraged to measure and report the carbon footprint of the services provided under this contract and to implement strategies to reduce emissions, such as using low-emission vehicles for transportation to and from service sites.

#### Waste Reduction and Management

The service provider is encouraged to have a waste reduction plan in place, aiming to minimise, reuse, and recycle waste generated through the provision of their services.

#### • Social Responsibility and Ethical Practices

The service provider must demonstrate a commitment to fair labour practices, including providing safe working conditions, fair wages, and ethical treatment of workers.

#### • Continuous Improvement

The service provider should be committed to continuous improvement in sustainability practices. This could include setting measurable sustainability goals, regularly reviewing progress, and reporting on performance against these goals.

# 1. FORM OF CONTRACT

The intended form of contract will be the QLDC Services Contract as attached at Appendix D.

A template contract will be attached to the RFP.

The proposed total contract term is

• 3 years plus two x two years right of renewal

# 10. INTELLECTUAL PROPERTY

Pre-existing Intellectual Property will remain the property of each of the parties.

New Intellectual Property arising as a result of the contract will be the property of QLDC or will be the property of the supplier however the supplier will grant QLDC a perpetual, irrevocable, unlimited licence to use the new intellectual property for whatever it sees fit.

# 11. OWNERSHIP OF DATA

Data provided by QLDC or resulting from the performance of the contract will remain the property of QLDC.

The specification will include a requirement for provision of all data to QLDC at the end of the contract.

# 12. INSURANCE REQUIREMENTS/LIMITATION OF LIABILITY

Minimum of

Professional indemnity insurance for \$2,500,000; and

Public Liability insurance for \$2,500,000.

# 13. SOURCING PROCESS

#### 13.1. APPROACH TO MARKET

The recommended approach to market is a RFP process with a focus implementation and support methodology. This approach will:

- Meet the QLDC Procurement Policy requirements
- Provide a fair opportunity for suppliers to participate in the process based on capability & capacity to fulfil QLDC requirements;
- The procurement process is open, fair and transparent.

This approach to market fits with the agency's procurement policies, the Government rules of sourcing and the New Zealand Government's procurement principles.

# 13.2. NOTIFICATION TO MARKET

The Regulatory Services Contract will be advertised on, and managed through, GETS as an open-RFP.

#### 13.3. SITE VISITS

No site visits are anticipated however if they are requested they will be offered to all potential respondents and will be facilitated by the Project Manager with Procurement in attendance.

Any potential respondent attendance at the site visits will require:

- Notification of attendance and the full names of those attending by a deadline set by QLDC.
- Attendance at the meeting location, date and time regardless of any external factors including any travel restrictions.
- All costs to be borne by the potential Respondents.

Where any of the above bullet-pointed items are not met, QLDC will incur no responsibility or liability for costs or further performance of site visits.

# 13.4. COMMUNICATIONS WITH MARKET

All communications with the market will be via GETS and managed by the Procurement Administrator in consultation with subject matter experts (SMEs).

#### 13.5. RFP CLOSING

Proposals will be received through the GETS portal.

Following the opening of the electronic copies a list of Respondents will be compiled and fresh Conflict of Interest forms including the list of Respondent names will be issued to the Evaluation Panel and Evaluation Panel Advisors for completion prior to the responses being distributed.

The COI Forms will be reviewed and any indicated conflicts or perceived conflicts will be managed appropriately. Where any person refuses to complete the form, they will not be able to be involved in the evaluation.

Proposals will only be distributed following receipt of the completed Conflict of Interest form from each evaluator.

# 13.6. EVALUATION MODEL

There are five (5) commonly used evaluation models:

- Lowest price for a simple process where price is the most important factor
- Simple score where all criteria (including price) have the same degree of importance
- Weighted attribute where the criteria have different levels of importance
- Target price where the scope of works is hard define or the budget is the main constraint
- Brook's Law where quality is the most important factor and price is not a key driver

The evaluation model used for this process will be weighted attribute due to key components of the contract needing to be met.

# 13.7. EVALUATION PANEL

The composition of the evaluation team reflects the size, complexity of this particular procurement and the potential indirect project costs. A cross-functional team will be involved in the evaluation of responses and the recommendation of the preferred respondent.

All evaluation team members will have signed a declaration of conflict of interest form and possess the ability to make a balanced judgement to avoid any suggestion of bias.

Responses will be evaluated by Evaluation Team.

- Chair (non-scoring): Pamela Parker
- Carrie Edgerton Regulatory Support, Animal Control and Parking Manager
- Alex Murdoch Regulatory Support Senior
- Isabelle Logez Monitoring and Enforcement Manger
- Kacie English Parking Coordinator
- Procurement Administrator Alice Nolan

All panel members will score all evaluation criteria

Support where requires will be supplied by legal and financial services

#### 13.8. EVALUATION WEIGHTING AND METHODOLOGY

The evaluation model that will be used is Weighted attributes.

High level criterion and their weightings are shown in the table below. The total of the weighted attributes will be 70% with the balance of the 30 % being apportioned to the price evaluation. Of the non-price attributes 35% will be apportioned to Relevant Skills, H&S considerations, Process, Auditing and Training. This sends a message to the market that Relevant Skills, H&S considerations, Process, Auditing and Training. is the core component of the contract and it has been given a weighting that will ensure that Responses are evaluated primarily on their relative regulatory components of the sections with price being slightly behind that.

These high-level criteria and their weightings will be notified to the market in the RFP document.

CRITERIA	IMPORTANCE OF EACH CRITERION
Commitment to QLDC's Health and Safety conditions	Pass/Fail
Minimum sitewise green of 75% status	Pass/Fail
Ability for officers to meet the set KPI urgent response times in all areas of the district	Pass/Fail
Insurance and liability Professional indemnity insurance for \$2,500,000; and Public Liability insurance for \$2,500,000	Pass/Fail
Experience/Track Record	5%
Capability to Deliver Requirements	25%
Relevant Skills, H&S considerations, process, auditing and Training	
<ul> <li>Afterhours Animal Services</li> <li>Afterhours Noise Control</li> <li>Afterhours Parking Services</li> <li>Daytime Parking Control</li> <li>CCTV ticketing</li> <li>Freedom Camping Patrol</li> <li>Afterhours RMA</li> <li>Urgent ACO cover (daytime)</li> <li>Releasing of vehicles from car pound</li> </ul>	
Capacity to Deliver Requirements Resources, Plant and Equipment	25%

<ul> <li>Afterhours Animal Services</li> <li>Afterhours Noise Control</li> <li>Afterhours Parking Services</li> <li>Daytime Parking Control</li> <li>CCTV ticketing</li> <li>Freedom Camping Patrol</li> <li>Afterhours RMA</li> <li>Urgent ACO cover (daytime)</li> <li>Releasing of vehicles from car pound</li> </ul>	
Methodology Proposed Solution/Fit for Purpose  Fit for purpose Collaboration Ability to meet principles & objectives Points of Difference and Adding Value Reporting	10%
Broader Outcomes  Willingness to meet QLDCs terms and conditions  Value for Money (price)	Pass/Fail 5% 30%
TOTAL	100%

Prior to the release of the evaluation matrix, evaluation instructions will be provided to the Evaluation Panel and an Evaluation Briefing Meeting will be held to ensure panel members are fully aware of their responsibilities.

# **Technical Pass/Fail Criterion**

These will be evaluated by the panel

These have been extracted from the larger requirements document and the RFP will set these out as being Pass/Fail criteria. These sub-criteria will be notified to the market along with the Lead Criteria and Weightings. (The numbering aligns directly with the Business Requirements document.)

# **Non-price Attributes Scoring – Technical**

The high-level technical evaluation criteria and weightings are displayed in the table below. The full criteria are available in Appendix C.

The non-price attributes will be evaluated using the following scale.

Score	Description
90, 95 or 100	Demonstrates exceptional compliance or ability to convey exceptional provision of the requirement
75, 80 or 85	Requirements are fully covered in all material aspects
60, 65 or 70	Requirements are adequately covered
50 or 55	Adequate, with some deficiencies that are not likely to have any adverse effect
40 or 45	Barely adequate and would need considerable improvement in this attribute, if selected
35 or less	Total non-compliance or inability to convey provision of the requirement

Respondents scoring 45 or below (Barely adequate and would need considerable improvement in this attribute, if selected) in any single attribute may be deemed non-compliant and excluded from further evaluation.

Responses will be initially evaluated by Evaluation Panel members on an individual basis. Evaluation Panel members will provide their individual evaluations to the Procurement Specialist no less than two business days prior to the evaluation meeting. The Chair will aggregate the scoring in preparation for the evaluation meeting.

At the evaluation meeting a consensus score will be agreed by the evaluation panel and a supporting comment will be added to the worksheet. This worksheet will be the definitive scoring of the non-price attributes.

Where clarification of any aspect of proposals is required to enable a consensus score to be awarded, the Project Manager will make an approach to the relevant respondent for the information.

If a further evaluation session is required to allow the evaluation of clarification information, this will be scheduled by the Project Manager.

At the completion of the combined evaluation the pricing evaluation will be disclosed.

#### **Price Evaluation Methodology**

Price will be awarded a score based on a "price as a score" formula. The price of each response will be calculated by the chair.

A price matrix will be included in the RFP documentation – this is attached as Appendix B.

Respondents will be required to complete the provided matrix but may provide additional pricing formats.

The price calculation will be disclosed following completion of the initial non-priced attributes evaluation and included in the evaluation matrix This will form part of the overall scoring.

At this point, short-listing of the respondents will occur and will be based on the combined non-price attributes and price scores.

#### **Presentations/Question and Answer Sessions**

Short-listed respondents may be invited to attend a question and answer session to enable further interrogation of proposals. QLDC will provide any requirements for the sessions no later than five (5) working days prior to the session.

For the evaluation of the question and answer sessions further consideration will be undertaken of the responses to determine the preferred option. Rational for the decision will be fully documented.

#### **Due Diligence**

The following verification matrix will be used as part of the evaluation and due diligence process. The table shows how elements of the criteria will be verified by the panel.

Fuglication and due diligence entions	Criteria				
Evaluation and due diligence options	Fit for purpose	Ability to deliver	Value for money		
Form of response (proposal)	✓	✓	✓		
Buyer clarifications of offer	✓	✓	<b>✓</b>		
Reference checks	✓	✓	✓		
Interview/Q&A Session if required	✓	✓			
Companies office check		✓			
Accepts proposed contact conditions		✓			
Police/security check		✓			

# 13.9. PROCESS SUMMARY

The procurement process will be documented in detail and a summary document will be produced to be appended to the Procurement recommendation report requesting approval to enter into a contract.

# 14. APPROVALS PROCESS

# 14.1. FULL COUNCIL APPROVAL

Council approval will be required to progress this procurement through to contract execution. This will be via the Regulatory Support, Animal Control and Parking Manager. Council will be asked to delegate the contract approval to the Chief Executive.

# 15. CONTRACT HANDOVER AND IMPLEMENTATION

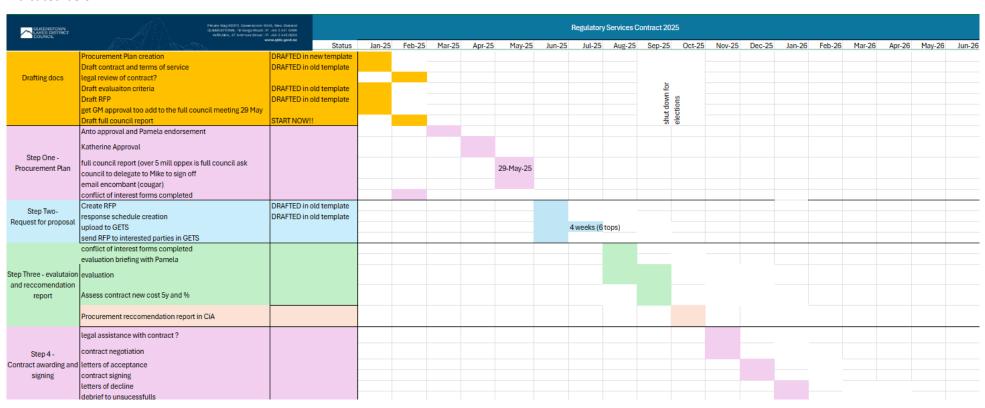
The responsibility for managing implementation and delivery under the contract and supplier relationship management will pass to the Regulatory Support, Animal and Parking Manager on the signing of the contract.

# 16. RESPONDENT DEBRIEF

This will be facilitated by the Regulatory Support, Animal and Parking Manager.

# 17. INDICATIVE TIMELINE

QLDC is obligated to provide adequate/fair time for respondents to prepare their submissions. The RFP will remain open for a minimum of 4 weeks. The timeline is indicated below.



# **APPENDIX A – FEE SCHEDULE**

# **SCHEDULE B of contract**

# FEES AND RATES (EXCLUSIVE OF GST)

	Fixed Fee		Service Level Response Time/Key Performance Indicator
	Standard	Public Holidays	
Service Area - Queenstown Central, Arrowtown, Fernhill,			Respond to 95% of parking RFS
Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town :			notifications in under 60 minutes
Patrol and infringe vehicles where necessary		l	Respond to 100% of parking notification in under 2 hours
			99.5% of Infringements issued area accurate
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate:			Respond to 95% of parking RFS
Patrol and infringe vehicles where necessary			notifications in under 60 minutes
-	1	ı	Respond to 100% of parking notification in under 2 hours
			99.5% of Infringements issued are accurate

Service Area - Makarora:			Respond to 95% of parking RFS notifications in under 2 hours
Patrol and infringe vehicles where necessary			Respond to 100% of parking notification in under 2.5 hours
			99.5% of Infringements issued are accurate
Release car from car pound day			
Release car from car pound afterhours			
FREEDOM CAMPING SERVICES FEES	.L		
	Fee per hour		Service Level Response Time/Key Performance Indicator
		Public Holidays	
Service Area – Queenstown, Arrowtown, Wanaka, Glenorchy, Kingston			
Queenstown (Approximate 0500 – 0700) Will vary upon season and demand			99% of infringements are accurate
Wanaka (Approximate 0500 – 0700) Will vary upon season and demand			

Kingston (Approximate 0500 – 0700) Will vary upon season and demand			
Lock up gates and Vehicle removal Lake Hayes Reserve			Ensure all gates are locked between the times prescribed by the principal - make sure all vehicles have exited the area before locking the gates.
Lock up gates and Vehicle removal Shotover Delta Riverbed Area			Ensure all gates are locked between the times prescribed by the principal – Full patrol of delta to ensure all vehicles have exited the area before locking the gates.
	Fixed Fee		
	Standard	Public Holidays	
Freedom Clamping and release			Respond to 100% of RFS notification within 1 hour of notification
Freedom Camping release from locked gate			Respond to 100% of RFS notification in under 2 hours.  Fee to be paid to contractor directly from the customer therefore will not be claimed by the contractor from QLDC in monthly reporting.
ANIMAL CONTROL SERVICE FEES		I	

	Fixed Fee		Service Level Response Time/Key Performance Indicator	
	Standard	Public Holidays		
Service Area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin			Respond to 95% of RFS notifications in under 60 minutes	
Heights, Wanaka, Albert Town:	ļ	ļ	Respond to 100% of RFS notification in under 2 hours	
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate			Respond to 95% of RFS notifications in under 60 minutes	
	I	1	Respond to 100% of RFS notification in under 2 hours	
Service Area - Makarora			Respond to 95% of RFS notifications in under 2 hours	
l e e e e e e e e e e e e e e e e e e e		ļ	Respond to 100% of RFS notification in under 2.5 hours	
	Fixed Fee		Service Level Response Time/Key Performance Indicator	
	Standard	Public Holidays		
Impounding fee (per dog)			N/A	

Exercising and feeding at Queenstown or Wanaka Pound (per visit)		N/A
Additional service fee (i.e. care of dogs impounded during prosecution)		N/A

	Fixed fee	/ hourly fee	
ACO Urgent cover for Wanaka with use of Contractors			
<u>vehicle</u>			
ACO urgent cover for Wanaka with use of Principal's vehicle			
ACO urgent cover for Queenstown with use of contractors			
<u>vehicle</u>			
ACO urgent cover for Queenstown with use of Principal's			
<u>vehicle</u>			

	Fixed Fee		Service Level Response Time/Key Performance Indicator	
	Standard	Public Holidays		
Service area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town			95% of RFS notifications responded to within 1 hour  100% of RFS notifications responded to within 2 hours	

Service Area - Kingston, Glenorchy, Lake Hawea, Luggate		95% of RFS notifications responded to within 2 hours
Service Area – Makarora		95% of RFS notifications responded to within 2.5 hours

ссти			
	Fee per hour		Service Level Response Time/Key performance Indicator
	Standard	Public Holidays	
Issue CCTV infringements			99.5% of tickets issued accurate 95% of tickets issues within 48 hours of incident

DAYTIME PARKING			
	Fee per hour		Service Level Response Time/Key performance Indicator
		Public Holidays	

Issue infringements	99.5% of Infringements issued are
	accurate
Provide parking ambassadors as directed by the principal, over	
RESORTING i.e. Christmas/new year periods	
Submit daily incident/call out reports	100% of call out forms by <b>11am</b> on Mondays
	100% of call out forms by <b>10am</b> Tuesdays, Wednesdays, Thursdays and Fridays
Report all overnight impounds	100% of overnight impounding reported by phone or email by 9am of next working day
Monthly report	100% of monthly reports within 2 working days of month end

# OTHER SERVICE FEES

- Court appearance fee per hour plus GST \$XX
  - Public Holiday \$XX
- Hours on Public Holidays to be agreed in advance of each public holiday.
- Other services at a price to be agreed prior to work commencing.
- Ad Hoc signage installation fee per hour plus GST \$XX

# HOURLY RATES

CCTV and Daytime Parking Base Rate shall be subject to Clause 11.3 (price review)

For the avoidance of doubt, this does not apply to any fixed fee rates in schedule B.

# **APPENDIX B – HISTORICAL FREQUENCY**

# **Queenstown Regulatory Services Numbers**

REGULATORY SERVICES	Number of call outs per year		
	1 July 2022 – 30 June 2023	1 July 2023 – 30 June 2024	
AFTERHOURS PARKING CONTROL SERVICE			Required Response
Service Area – Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town: Patrol and infringe vehicles where necessary	315	478	Respond to 95% of parking RFS notifications in under 60 minutes  Respond to 100% of parking notification in under 2 hours
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate: Patrol and infringe vehicles where necessary	0	2	99.5% of Infringements issued area accurate
Service Area - Makarora: Patrol and infringe vehicles where necessary	0	0	
Release car from car pound day	67	95	
Release car from car pound afterhours	23	23	
FREEDOM CAMPING SERVICES			Required Response

Service Area – Queenstown, Arrowtown, Wanaka, Glenorchy, Kingston	1032	1239	99.5% of infringements are accurate
(number of tickets issued )			
Queenstown summer hours of regular patrolled areas	4	5	
(hours per day)			
Queenstown winter hours of regular patrolled areas	2	2	
(hours per day)			
Wanaka summer hours of regular patrolled areas	3	3	
(hours per day)			
Wanaka Winter hours of regular patrolled areas	1	1	
(hours per day)			
Freedom clamp releases	0	0	Respond to 100% of RFS notification within 1 hour of notification
Delta/ Lake Hayes gates and clearing (Hours per day)	2	2	
Releasing from locked gates (paid direct to contractor)	2	0	
ANIMAL CONTROL SERVICES			Required Response

Service Area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town:	373	296	Respond to 95% of RFS notifications in under 60 minutes  Respond to 100% of RFS notification in under 2 hours
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate	51	39	
Service Area - Makarora	0	0	Respond to 95% of RFS notifications in under 2 hours  Respond to 100% of RFS notification in under 2.5 hours
Impounding (per dog)	51	40	
Exercising and feeding dog	90	52	
NOISE CONTROL (INCLUDING RMA RESPONSE)			Required Response
Service area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town	984	994	95% of RFS notifications responded to within 1 hour 100% of RFS notifications responded to within 2 hours
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate	66	55	95% of RFS notifications responded to within 2 hours
Service Area – Makarora	0	0	95% of RFS notifications responded to within 2.5 hours
ссту			Required Response
Number of tickets issued	21,166	29,999	99.5% of infringements are accurate

hours issuing tickets	7,136.49	9,747.5	
DAYTIME PARKING			Required Response
Hours per day provided for Queenstown CBD patrols	24	24	99.5% of infringements are accurate
(3 staff)			
Hours per day Provided for Wanaka CBD patrols	8	8	99.5% of infringements are accurate
(1 staff)			

## **APPENDIX C – EVALUATION CRITERIA**

CRITERIA	IMPORTANCE OF EACH CRITERION
Commitment to QLDC's Health and Safety conditions	Pass/Fail
Minimum sitewise green status of 75%	Pass/Fail
Ability for officers to meet the set KPI urgent response times in all areas of the district	Pass/Fail
Insurance and liability Professional indemnity insurance for \$2,500,000; and Public Liability insurance for \$2,500,000	Pass/Fail
Experience/Track Record	5%
Capability to Deliver Requirements	25%
Relevant Skills, H&S considerations, process, auditing and Training	
<ul> <li>Afterhours Animal Services</li> <li>Afterhours Noise Control</li> <li>Afterhours Parking Services</li> <li>Daytime Parking Control</li> <li>CCTV ticketing</li> <li>Freedom Camping Patrol</li> <li>Afterhours RMA</li> <li>Urgent ACO cover (daytime)</li> <li>Releasing of vehicles from car pound</li> </ul>	
Capacity to Deliver Requirements  Resources, Plant and Equipment	25%
<ul> <li>Afterhours Animal Services</li> <li>Afterhours Noise Control</li> <li>Afterhours Parking Services</li> <li>Daytime Parking Control</li> <li>CCTV ticketing</li> <li>Freedom Camping Patrol</li> <li>Afterhours RMA</li> <li>Urgent ACO cover (daytime)</li> <li>Releasing of vehicles from car pound</li> </ul>	
Proposed Solution/Fit for Purpose  Fit for purpose  Collaboration  Ability to meet principles & objectives  Points of Difference and Adding Value	10%

### **Evaluation Criteria**

Reporting	
Broader Outcomes	Pass/Fail
Willingness to meet QLDCs terms and conditions	5%
Value for Money (price)	30%
TOTAL	100%

### Schedule 2: Attributes

### **Regulatory Services**

### A. Experience/ Track record (weighting 5%)

Provide three recent (past 3 years) examples of previous/current contracts you hold, demonstrating your ability to service the Requirements of this contract. Include:

- the contract/name of client (including contact details for reference purposes), location of contract, and dates you provided the services
- a brief description of the scope of services performed (including the key service areas, and any ancillary services you provided)
- a brief description of how you managed the delivery of the services to the client
- a brief commentary of the quality and timeliness of the services, including where
  possible examples of times you were asked to provide services outside of scope (i.e.
  additional minor works)
- commentary on how you manage(d) health and safety.

Page maximum for this attribute: 1 single sided A4 page.

- B. Capability to Deliver Requirements
  Resources, Plant and Equipment (Weighting: 25%)
- 1. Please Specify all resources, plant and equipment available for the below situations, including location and proximity of plant to the relevant area ie car pound, QLDC office, Dog pound etc:

### Afterhours Animal Services

- Suitably skilled Animal Control Officers
- RFS response
- Safe transportation of dogs to and from the pound

- · Impounding and releasing of dogs
- Seizing dogs
- Aggressive dogs
- Dealing with stock on roads

### Afterhours Noise Control

- Suitably skilled RMA officers
- RFS response
- Checking levels of noise
- Issuing END
- Seizing stereos

### Afterhours Parking Services

- Suitably skilled Parking officers
- RFS response

### **Daytime Parking Control**

- Suitably skilled Parking officers
- CBD patrol
- Wider CBD patrol assistance (ie Hanley Farm / residential areas)
- Start and end of shift check in process

### **CCTV** ticketing

- Suitably skilled Parking officers
- Secure ticketing / surveillance room
- Privacy Act considerations when issuing CCTV tickets
- Processing and sending CCTV infringement letters to offenders

### Freedom Camping Patrol

- Suitably skilled Freedom Camping officers
- RFS response
- Wheel clamping
- Gate securing each evening and opening each morning
- Release of vehicles stuck behind locked gate

### Afterhours RMA

- Suitably skilled officers
- RFS response times
- Lone working process
- <u>Difficult customer interaction process</u>

### Urgent ACO cover during the day when regular ACO staff are sick or in meetings

- Wanaka cover, including any vehicles available
- Queenstown cover

### Vehicle release from car pound

 RFS response (including timeframe to be available on site to release car/ proximity to car pound)

Page maximum for this attribute: 9 single sided A4 pages.

### C. Capacity to Deliver Requirements

Relevant Skills, H&S considerations, processes, auditing and training (Weighting: 25%)

### Please provide all relevant

- Skills (including difficult customer experience),
- H&S considerations,
- Processes used,
- Auditing of Warranted staff provided to council,
- Training provided to warranted officers,

### For the below situations

### Afterhours Animal Services

- Suitably skilled Animal Control Officers
- RFS response
- · Safe transportation of dogs to and from the pound
- Impounding and releasing of dogs
- Microchip checking
- · feeding and exercising of dogs in the pound
- Taking statements from dog owners and witnesses
- Seizing dogs
- Aggressive dogs
- Registering dogs
- Dealing with stock on roads
- Lone working

### Afterhours Noise Control

- Suitably skilled RMA officers
- RFS response
- Checking levels of noise
- Issuing END
- Seizing stereos

### Afterhours Parking Services

- Suitably skilled Parking officers
- RFS response

- Towing vehicles
- Lone working
- · Accuracy of tickets

### Daytime Parking Control

- Suitably skilled Parking officers
- CBD patrol
- Wider CBD patrol assistance (ie Hanley Farm / residential areas)
- Start and end of shift check in process
- Lone working
- Accuracy of tickets

### **CCTV** ticketing

- Suitably skilled Parking officers
- Privacy Act considerations when issuing CCTV tickets
- Processing and sending CCTV infringement letters to offenders
- Warranted Parking officers
- · Accuracy of tickets

### Freedom Camping Patrol

- Suitably skilled freedom camping officers
- RFS response
- Wheel clamping
- Gate securing each evening and opening each morning
- · Release of vehicles stuck behind locked gate
- Assisting with the creation of regularly patrolled areas
- Lone working
- · Accuracy of tickets

### Afterhours RMA

- Suitably skilled officers
- RFS response times
- Lone working process
- <u>Difficult customer interaction process</u>

### Urgent ACO cover during the day when regular ACO staff are sick or in meetings

- Wanaka cover
- Queenstown cover
- Lone working

### Vehicle release from car pound

RFS response

Page maximum for this attribute: 9 single sided A4 pages.

D. Methodology (Weighting: 10%)

Proposed Solution/Fit for Purpose

- Provide an example of where you have worked collaboratively with other agencies to deliver a related service, while developing positive relationships. How have you fostered these relationships and continued to manage them.
- 2. Describe what processes you intend to have in place to ensure the delivery of clear and timely reporting to QLDC in context of the delivery of the subject contract. Please provide examples of the processes you have used in the past.
- 3. QLDC values resources with district-wide awareness and history with an understanding of our region. Please describe the connection to this district and understanding of it.
- 4. Provide an organisational chart showing the structure and inter-relationships of key personnel (indicating names & positions). Indicate staff who are based in the Queenstown Lakes District.
- 5. Outline how you intend to retain and build depth of officers.
- 6. Provide any points of difference that adds value

# APPENDIX D – FORM OF CONTRACT

### **CONTRACT FOR SERVICES**

### **BETWEEN**

### **QUEENSTOWN LAKES DISTRICT COUNCIL**

and



### **CONTRACT FOR SERVICES**

DATED: 2021

### **PARTIES**

### QUEENSTOWN LAKES DISTRICT COUNCIL ("Principal")

and

XX ("Contractor")

### INTRODUCTION

- A. The Principal issued a request for proposals for the provision of Regulatory Services, in accordance with its procurement policy in March 2021, following which the Contractor was selected to provide Regulatory Services.
- B. The Principal and the Contractor have agreed that the Contractor will provide Regulatory Services to the Principal for the Term.
- C. The Parties are into this Contract to record the terms of their agreement.

### **BACKGROUND**

- D. The QLDC Contracts out a portion of its Regulatory Response and is now looking to seek tenders for the provision of these services which includes but is not limited to the follow key roles:
  - Afterhours Animal Services
  - Afterhours Noise Control
  - Afterhours Parking Services
  - Daytime Parking Control
  - CCTV ticketing
  - Freedom Camping Patrol
  - Afterhours RMA
  - Urgent ACO cover (daytime)
  - Releasing of vehicles from car pound
- E. The Principal also has a duty to deliver on its enforcement strategy, which provides for

the Principal to facilitate regulatory functions across the district in a proportional manner.

- F. The Principal has engaged the Contractor to perform the Principal's regulatory powers and functions in their entirety, including the detailed and specified duties set out in the schedules.
- G. The Contractor will remain at all times responsible to the Principal for the performance of this Contract.

### **OPERATIVE PROVISIONS**

### 1. INTERPRETATION

- **1.1.** Unless the context otherwise requires:
  - (a) headings are inserted for convenience only and do not affect the interpretation of this Contract;
  - (b) if the day on which any act, matter or thing is to be done under this Contract is not a Working Day, the act, matter or thing must be done on the next Working Day;
  - (c) a reference in this Contract to 'dollars' or '\$' means New Zealand dollars and all amounts payable under this Contract are payable in New Zealand dollars;
  - (d) a reference in this Contract to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
  - (e) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders; and
  - (f) a reference to the word 'include' or 'including' is to be interpreted without limitation.

### 2. **DEFINITIONS**

In this Contract unless the context otherwise requires:

"Contract" means this contract for services including the Schedules;

"Commencement Date" means the date listed at clause 1 of Schedule A.

"Expiry Date" means the date listed at clause 2 of Schedule A.

"Final Expiry Date" means the date listed at clause 3 of Schedule A.

"GST" means Goods and Services Tax under the Goods and Services Tax Act 1985.

"Notifiable Event" has the meaning set out in section 25 of the Health and Safety at Work Act 2015.

"Parties" means the parties to this Contract.

"Person" includes an individual, body corporate or association of persons whether corporate or not.

"Services" means the services referred to in Schedule C and any other services agreed between the parties in accordance with clause 4 of this Contract.

"Term" means the Term of Contract outlined at clause 8 of this Contract.

"Warranted Officer" means a person appointed by the Principal as an enforcement officer, who has completed training and has a warrant card.

### 3. ENGAGEMENT

- 3.1 The Principal engages the Contractor to provide the Services set out in Schedule C as and when the Principal duly requests the Services to be provided pursuant to the terms of this Contract and any other services agreed between the parties from time to time in writing during the Term.
- 3.2 The Contractor accepts the engagement and undertakes to perform the Services set out in Schedule C pursuant to the terms of this Contract and any other services agreed between the parties from time to time in writing during the Term.
- 3.3 This Contract and its Schedules shall determine the entitlements of the Contractor and replace all previous agreements and understandings between the parties (if any). No entitlements shall be carried forward from previous dealings between the parties (if any).

### 4. PROVISION OF SERVICES

- 4.1 The Contractor shall provide and complete the Services in a proper and professional manner, with all due care, skill and diligence to the reasonable satisfaction of the Principal, and in particular the Contractor must:
  - (a) Perform the Services so as to meet the Key Performance Indicators specified in Schedule B and to promote and further the interests of the Principal;
  - (b) Perform the Services in a safe and reliable manner;

- (c) Promptly advise the Principal of any anticipated inability to perform or any delay in the performance of any of the Contractor's obligations;
- (d) Comply with all reasonable directions of the Principal;
- (e) Work with any employees and contractors of the Principal as required, in a competent and professional manner;
- (f) At all times use the Contractor's best endeavours to protect and advance the goodwill of the Principal; and
- (g) At all times perform the Services legally and safely.
- 4.2 The parties acknowledge that in providing the Services the Contractor acts as an independent contractor and this Contract shall not create any relationship of employment, partnership, or agency between the Principal and the Contractor.
- 4.3 As a consequence of the independent contractor relationship, the Contractor agrees that the Contractor is:
  - (a) Not entitled to payment by the Principal of salary, holiday pay, sick pay, severance pay or any other entitlement which an employee has in respect of employment and shall be solely responsible for providing salary, holiday pay, sick pay, severance pay or any other entitlement to the Contractor's employees;
  - (b) Solely responsible for all payments in relation to any taxes, contributions, deductions, levies or any other payments imposed in relation to the parties entering into this Contract and/or payment by the Principal and receipt by the Contractor of the Fees for Services under this Contract;
  - (c) Solely responsible for paying ACC levies and complying with ACC requirements;
  - (d) Solely responsible for obtaining and maintaining appropriate public liability insurance policies and professional indemnity insurance policies and meeting any associated costs:
  - (e) Solely responsible for meeting any superannuation costs;
  - (f) Solely responsible for ensuring compliance with all relevant laws applicable to the Contractor's provision of the Services; and
  - (g) Solely responsible for undertaking and providing to its employees all training necessary to deliver the Services at the required standard at its own cost.

- 4.4 The Contractor agrees to indemnify the Principal against any costs, liability or loss whatsoever suffered or incurred by the Principal as a result of the Contractor failing in any way to comply with the preceding provisions of clause 4.3.
- 4.5 The Contractor shall arrange the following insurance policies for at least the Term of this Contract:
  - (a) Professional indemnity insurance for \$2,500,000; and
  - (b) Public Liability insurance for \$2,500,000.

### 5. HEALTH AND SAFETY OBLIGATIONS

- 5.1 The Contractor must comply with and ensure that all sub-contractors and their employees and agents, as well as any other person and their employees and agents carrying out any works associated with the Services comply with all aspects of the Health and Safety at Work Act 2015 and any applicable regulations.
- 5.2 The Contractor shall take all reasonably practicable steps to:
  - (a) Provide and maintain a safe working environment;
  - (b) Eliminate risks to health and safety and protect the health and safety of all persons engaged in carrying out the Services or affected by the Services. If risks cannot be eliminated, the Contractor shall minimise health and safety risks as far as reasonably practicable;
  - (c) Keep the location in which the Services are being carried out in an orderly state and in such a condition as to avoid danger to persons and property;
  - (d) Ensure that any employee or subcontractor involved in carrying out the Services is not unnecessarily exposed to hazards which are under the Contractor's control.
  - (e) Have proper emergency procedures in place.

### 5.3 The Contractor shall:

- (a) Commit to performing the Services to the highest standards of health and safety, in particular
  - (1) Maintain at a minimum SiteWise Green Status safety prequalification at local level in respect of all activities being undertaken, or other nationally recognised safety prequalification approved by QLDC.
  - (2) To develop and carry out a training programme (including an induction plan) to ensure all staff are clear on their health and safety duties;

- (b) Prior to the commencement of the Services, provide the Principal, for its review, a Health and Safety Plan. The Contractor shall fully implement and comply with this Health and Safety Plan throughout the Term, and when requested shall provide the Council with evidence of compliance to the Council's satisfaction;
- (c) Update the health and safety plan as required to incorporate risks unforeseen prior to the commencement of the Services during the Term;
- (d) Maintain a register of all incidents including near misses and notifiable events and notify the Principal of any situation, occurrence, activity or event that occurs in the exercise of the Services which may endanger the health and safety of occupants, workers or the public;
- (e) Investigate all incidents and identify their cause; and
- (f) Ensure that all persons under the Contractor's control are appropriately trained or supervised.
- 5.4 The Contractor must report to the Principal as soon as reasonably practicable all incidents associated with the Services that result (or could have resulted) in a Notifiable Event, and provide to the Principal a report with subsequent corrective actions identified.
- 5.5 The Contractor must provide the Principal with a copy of any notification or report that the Contractor is required to make to a public authority or regulator on any incident which is associated with the carrying out of the Services.
- The Contractor must give the Principal on request a copy of any report or investigation in regards to any incident which the Contractor during the course of the Term.

### 6. SERVICES TO THIRD PARTIES

- 6.1 The Contractor will not during the Term provide services to any other person where the other services might interfere with the delivery of the Services under this Contract or where that other person is or is likely to be involved in or interested in any business or undertaking which is, or could reasonably be perceived as being, in conflict with the business of the Principal.
- The Contractor warrants and acknowledges that the Contractor is not restrained or restricted in any way from providing the Services to the Principal under this Contract.

### 7. TERM OF CONTRACT

7.1 This Contract will commence on the Commencement Date and will continue in force until the Expiry Date unless terminated earlier in accordance with the termination provisions at clause 16 of this Contract.

- 7.2 The Principal may offer a renewal of this Contract until the Final Expiry Date on the same terms and conditions as set out in this Contract. The Principal shall not be obliged to offer a renewal of this Contract. Where the Principal wishes to offer a renewal of this Contract it shall:
  - (a) Notify the Contractor in writing of its offer of renewal at least 20 working days prior to the Expiry Date;
  - (b) The Contractor shall respond to the Council within 15 working days of receiving the notice of renewal;
  - (c) The Contract shall not be renewed until the Contractor and the Council have entered into a formal renewal of contract agreement.
- 7.3 If the Principal does not notify the Contractor in accordance with clause 7.2(a), the parties may still agree to extend the Contract up to the Final Expiry Date on the same terms and conditions set out in this Contract.

### 8. GOODS AND SERVICES TAX (GST)

8.1 Any payments under this Contract are expressed exclusive of GST. The Principal will, on receipt of a complying tax invoice including evidence of GST registration, pay the Contractor an amount equal to the GST liability payable by the Contractor.

### 9. DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor shall not, without the prior written agreement of the Principal, delegate the obligations specified in this Contract to any employee or sub-contractor of the Contractor.
- 9.2 If the Contractor, with the prior written agreement of the Principal, engages an employee or sub-contractor in relation to the performance of the Services, the Contractor shall remain liable for the performance of the Services and the obligations under this Contract.

### 10. THE PRINCIPAL'S RESPONSIBILITIES

- 10.1 The Principal will notify the Contractor within sufficient time of all relevant details of required tasks and the time by which each task must be completed.
- 10.2 The Contractor acknowledges and agrees that the Principal has the right to use any employee or other contractor or sub-contractor for managing its requirements in relation to the Services as it deems appropriate.

### 11. PAYMENTS

11.1 The Principal will pay the Fees for Services (as set out in Schedule B) to the Contractor in

consideration for the provision of Services, provided that:

- (a) The Contractor renders a tax invoice to the Principal on the second business day of each month in respect to Services provided in the month prior;
- (b) The Principal shall only be liable to make payments to the Contractor for Services duly requested and completed;
- (c) The Contractor complies with the requirements set out in Schedule B in relation to the Fees for Services.
- 11.2 The Fees for Services shall be paid by the 20<sup>th</sup> day of the month after any invoice delivered by the second working day of the month.
- 11.3 The Fees payable from 1 July each year shall be determined as follows:
  - (a) The Principal shall adjust the Fees on the basis of increase (but not decreases) in the Consumer Price Index for All Groups as published by Statistics New Zealand (CPI) using the formula:

 $A = B (C \div D)$ 

Where:

A = The CPI reviewed fee

B = The fee payable in the prior year from the 1 July review date

C = CPI for the quarter year ending immediately before the 1 July review date

D = CPI for the quarter year ending immediately before the prior years 1 July review date

and where (C÷D) shall not be less than 1.

- (b) If the CPI is discontinued and not replaced, or there is a material change to the basis of the calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI is not published at the 1 July review date, as soon as the CPI is published an appropriate adjustment will be made to the Fees (if necessary) with effect from the 1 July review date.
- (d) Notwithstanding any other provision of this subclause 11.3, the Fees payable as from the relevant 1 July review date shall not be less than the Fees payable in the preceding year.

- 11.4 The Contractor shall additionally be entitled to submit a price increase request ("Price Increase Request") to the Principal at annual intervals during the Term, to take effect from 1 July of each year during the Term subject to the following:
  - (a) a Price Increase Request shall be applicable to the CCTV and Daytime Parking Services fees per hour for standard and/or public holiday rates only; and
  - (b) the Contractor must submit a Price Increase Request with the information outlined in clause 11.4(c) no less than 2 calendar months prior to 1 July, after which the parties must meet to discuss a Price Increase Request no less than one calendar month prior to 1 July; and
  - (c) the Contractor must provide supporting evidence with a Price Increase Request that includes, but is not limited to, the following information:

The proposed increase

The reason for the increase

Supporting information to validate the basis on which the increase is requested.

(d) the Principal reserves all rights to decline a Price Increase Request in its sole discretion but shall not unreasonably withhold approval to a Price Increase Request.

### 12. EXPENSES

12.1 The Contractor shall be responsible for all expenses associated with the performance of the Services.

### 13. DISPUTES

- 13.1 If a dispute arises between the Parties about anything in relation to this Contract, then any party may notify the other in writing stating that there is a dispute and giving details of it. The parties concerned must then attempt in good faith to settle the dispute. These attempts may include using alternative dispute resolution techniques, including mediation.
- 13.2 If such attempts do not result in a resolution within fifteen (15) Working Days, then the dispute shall be referred to the arbitration in New Zealand of a single arbitrator in accordance with the Arbitration Act 1996. If the parties concerned are unable to agree on the arbitrator within 10 Working Days, an arbitrator shall be appointed on request of any Party, by the President or Vice President for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal.
- 13.3 The Parties shall each bear their own costs in respect of any dispute resolution and shall each pay half of the costs of any mediator or arbitrator appointed.

- 13.4 Despite clauses 13.1 13.3, the Parties reserve their rights to refer any aspect of such dispute involving any point of law to the appropriate court of law for resolution.
- 13.5 Any dispute shall be determined pursuant to the laws of New Zealand.

### 14. INDEMNITY

- 14.1 The Contractor shall at all times indemnify and hold harmless the Principal, its servants and agents against all actions, claims, proceedings, demands or suits howsoever arising including negligence from or in relation to this contract and performance of the Services by the Contractor provided that the Contractor shall not be liable for any actions, claims, proceedings, demands or suits arising from the negligence of the Principal or its employees.
- 14.2 Neither party shall be liable to the other for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

### 15. TERMINATION

- 15.1 The Principal may terminate this Contract at the Principal's sole discretion by providing one month's written notice to the Contractor.
- 15.2 The Contractor may terminate this Contract at the Contractor's sole discretion by providing three month's written notice to the Principal.
- 15.3 The Principal shall have the right to terminate this contract immediately without further notice in the event that the Contractor:
  - (a) Breaches a term of this contract not capable of remedy, or if capable of remedy, the breach is not remedied within seven days of the Principal notifying the Contractor of such breach:
  - (b) Fails to perform the Services to the reasonable satisfaction of the Principal;
  - (c) Becomes insolvent or bankrupt or a receiver (or receiver and manager), a trustee in bankruptcy, a provisional liquidator/liquidator or other like person, is appointed for part or all of the Contractor's assets or business;
  - (d) Makes an assignment in favour of, or a composition or arrangement with, the Contractor's creditors;
  - (e) Is charged with any serious criminal offence; or
  - (f) Acts in a way that may be reasonably considered, in the opinion of the Principal, to constitute serious misconduct.

15.4 If this Contract is terminated in accordance with the provisions of this clause, the Principal has no liability to the Contractor for damages, compensation or any other payment in respect of that termination.

### 16. NON-DISCLOSURE

- Any confidential information acquired by the Contractor in connection with the provision of the Services must be held in the strictest confidence. Release, copying or any use of any of that information other than for the performance of the Services requires the prior written approval of the Principal.
- 16.2 For the purpose of this clause "confidential information" includes all information given or disclosed to the Contractor or created during the performance of the Services, if:
  - (a) That information is identified as confidential or proprietary to the Principal or a third party; or
  - (b) The Contractor ought reasonably to have known that the information was proprietary or confidential to the Principal or a third party.
- 16.3 The provisions of this clause shall continue to apply after the expiry or termination of this Contract.

### 17. NON-COMPETITION

- 17.1 The Contractor warrants that the Contractor will not without prior consent of the Principal during the Term of the Contract, either directly or indirectly or in any capacity carry on, advise, provide services or be engaged or concerned with any business or activity which is competitive with any business carried on by the Principal.
- 17.2 The Contractor indemnifies the Principal against any loss or damage and all costs, charges and expenses suffered by it or any third party, as a consequence of any breach of this clause.
- 17.3 The provisions of this clause shall continue to apply after the expiry or termination of this Contract

### 18. INTELLECTUAL PROPERTY RIGHTS

- Any program, system procedure, process, formula, method of production, invention, innovation or other discovery or development which the Contractor produces, evolves, discovers or invents during the course of providing the Services or arising from the Services, is the absolute and exclusive property of the Principal (or any other party nominated by the Principal prior to the creation of the work). The Contractor must complete all reasonable documents required by the Principal to give effect to this clause.
- 18.2 The Contractor assigns all rights (including any present or future copyright or other intellectual property right) in any work created by the Contractor in the performance of the

Services to the Principal (or to any other party nominated by the Principal).

### 19. THE PROVISIONS OF THIS CLAUSE SHALL CONTINUE TO APPLY AFTER THE EXPIRY OR TERMINATION OF THIS CONTRACT FORCE MAJEURE

- 19.1 If a Force Majeure Event affecting the Contractor prevents that Contractor in whole or part from providing the Services under this Contract, then:
  - (a) As soon as reasonably practicable after the Force Majeure Event occurs the Contractor must notify the Principal that it is unable to provide the Services in whole or in part.
  - (b) To the extent and for the period that the Contractor is prevented in whole or in part by the Force Majeure Event from complying with its obligations under this Contract, those obligations will be suspended; and
  - (c) Where the Contractor's ability to provide the services is prevented in full, the Principal's obligation to pay money under this Contract will be suspended until the Contractor is able to provide the Services. Where the Contractor's ability to provide the Services is prevented in part, the parties will agree to a fair and reasonable deduction of the money's payable by the Principal to the Contractor reflective of the degree to which the Services are able to continue to be performed.

### GENERAL

- 20.1 **Costs:** Each Party must pay its own costs and expenses for preparing, negotiating, executing and completing this Contract and any document related to this Contract.
- Notices: Any notice or communication given to a Party under this Contract is only given if it is in writing and sent in one of the following ways:
  - (a) Delivered or posted to that Party at its address and marked for the attention of the relevant department or officer (if any) set out below.
  - (b) Sent by electronic mail to the email address of the Party or Parties concerned as specified below.

### **Principal**

Name: Queenstown Lakes District Council

Address: 10 Gorge Road

Queenstown 9300

Email: Katherineharbrow!qldc.govt.nz

Attention: Katherine Harbrow

Contractor

Name:



### Time notice is given

- 20.3 Any notice or communication is to be treated as given at the following time:
  - (a) -If it is delivered, when it is left at the relevant address;
  - (b) If it is sent by post, two (2) Working Days after it is posted; and
  - (c) If it is sent by electronic mail, one hour after despatch subject to proof of service in accordance with clause 20.4.
- To prove service in the case of a notice sent by electronic mail, it is sufficient to prove that the notice was transmitted by electronic mail to the relevant email address and that the sender received either a delivery receipt, read receipt or equivalent communication from the email service provider evidencing that the recipient had received, or had received and read the email or some other communication from the recipient evidencing same.
- 20.5 **Entire Contract:** This Contract contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Contract.
- 20.6 **Amendments**: No amendment to this Contract will be effective unless it is in writing and signed by both of the parties.
- 20.7 **No Assignment**: Neither party may assign or subcontract its rights under this Contract without the prior consent in writing of the other party.
- 20.8 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
- 20.9 **Partial Invalidity:** If any provision of this Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 20.10 **Third Parties:** Where this Contract confers a benefit upon any third party, the parties do not intend to create an obligation enforceable by that third party.
- 20.11 **Other Rights and Remedies:** Except as provided in the clauses of this Contract, the rights of the parties under this Contract are cumulative and are not exclusive of any other rights

- and remedies available to either party.
- 20.12 **Governing law:** This Contract shall be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.
- 20.13 **Capacity of Council:** This Contract has been negotiated and finalised by the executive arm of the Principal. It does not bind, restrict or fetter the Principal's regulatory powers or obligations.
- 20.14 **Counterpart copies:** This Contract may be executed in any number of counterparts (including facsimile and/or pdf copies) and provided that every party has executed a counterpart, the counterparts together shall constitute a binding and enforceable agreement between the Parties.

### **EXECUTION OF THE CONTRACT:**

<b>Signed</b> for and on behalf of <b>Queenstown Lakes District Council</b> by:					
•	Mike Theelen				
	<b>CEO Queenstown Lakes District Council</b>				
SIGNED for and on behalf of					
XXX by:					
<u> </u>	Signature of director				
Witness (if signed by a single director):					
	Name of director				
Signature of witness					
	Signature of director				
Full name of witness	orginatare of an octor				
	Name of director				
Occupation of witness	Name of director				
Address of witness					
Audiess of Williess					

### SCHEDULE A

1. Commencement Date: XXX

2. Expiry Date: XXX

3. Final Expiry Date: XXX

## SCHEDULE B FEES AND RATES (EXCLUSIVE OF GST)

	Fixed Fee		Service Level Response Time/Key Performance Indicator
	Standard	Public Holidays	
Service Area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town : Patrol and infringe vehicles			Respond to 95% of parking RFS notifications in under 60 minutes
where necessary			Respond to 100% of parking notification in under 2 hours
			99.5% of Infringements issued area accurate
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate: Patrol and infringe vehicles where necessary			Respond to 95% of parking RFS notifications in under 60 minutes
			Respond to 100% of parking notification in under 2 hours
			99.5% of Infringements issued are accurate
Service Area - Makarora: Patrol and infringe vehicles where necessary			Respond to 95% of parking RFS notifications in under 2 hours
			Respond to 100% of parking notification in under 2.5 hours
			99.5% of Infringements issued are accurate

	Fee per hour		Service Level Response Time/Key Performance Indicator	
	Standard	Public Holidays		
Service Area – Queenstown, Arrowtown, Wanaka, Glenorchy, Kingston				
Queenstown (Approximate 0500 – 0700) Will vary upon season and demand			99% of infringements are accurate	
Wanaka (Approximate 0500 – 0700) Will vary upon season and demand				
Glenorchy (Approximate 0500 – 0700) Will vary upon season and demand				
Kingston (Approximate 0500 – 0700) Will vary upon season and demand				
Lock up gates and Vehicle removal Lake Hayes Reserve			Ensure all gates are locked between the times prescribed by the principal - make sure all vehicles have exited the area before locking the gates.	
Lock up gates and Vehicle removal Shotover Delta Riverbed Area			Ensure all gates are locked between the times prescribed by the principal – Full patrol of delta to ensure all vehicles hav exited the area before locking the gates	
	Fixe	d Fee		

	Standard	Public Holidays	
Freedom Clamping and release			Respond to 100% of RFS notification within 1 hour of notification
Freedom Camping release from locked gate			Respond to 100% of RFS notification in under 2 hours.
			Fee to be paid to contractor directly from the customer therefore will not be claimed by the contractor from QLDC in monthly reporting.

### ANIMAL CONTROL SERVICE FEES

	Fixed Fee		Service Level Response Time/Key	
			Performance Indicator	
	Standard	Public Holidays		
Service Area - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin Heights, Wanaka, Albert Town:			Respond to 95% of RFS notifications in under 60 minutes Respond to 100% of RFS notification in under 2 hours	
Service Area - Kingston, Glenorchy, Lake Hawea, Luggate			Respond to 95% of RFS notifications in under 60 minutes	
			Respond to 100% of RFS notification in under 2 hours	
Service Area - Makarora			Respond to 95% of RFS notifications in under 2 hours	
			Respond to 100% of RFS notification in under 2.5 hours	

	Fixed Fee		Service Level Response Time/Key Performance Indicator
	Standard	Public Holidays	
Impounding fee (per dog)			N/A
Exercising and feeding at Queenstown or Wanaka Pound (per visit)			N/A
Additional service fee (i.e. care of dogs impounded during prosecution)			N/A
	Fixed fee/	hourly fee	
ACO Urgent cover for Wanaka with use of Contractors vehicle			
ACO urgent cover for Wanaka with use of Principal's vehicle			
ACO urgent cover for Queenstown with use of contractors vehicle			
ACO urgent cover for Queenstown with use of Principal's vehicle			

	Fixed Fee		Service Level Response Time/Key Performance Indicator
	Standard	Public Holidays	
<b>Service area</b> - Queenstown Central, Arrowtown, Fernhill, Queenstown Hill, Frankton, Lake Hayes Estate, Kelvin			95% of RFS notifications responded to within 1 hour
Heights, Wanaka, Albert Town			100% of RFS notifications responded to within 2 hours

Service Area - Kingston, Glenorchy, Lake Hawea, Luggate	95% of RFS notifications responded to within 2 hours
Service Area – Makarora	95% of RFS notifications responded to within 2.5 hours

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	Fee pe	r hour	Service Level Response Time/Key performance Indicator
	Standard	Public Holidays	
Issue CCTV infringements			99.5% of tickets issued accurate 95% of tickets issues within 48 hours of incident

DAYTIME PARKING				
	Fee pe	r hour	Service Level Response Time/Key performance Indicator	
	Standard	Public Holidays		
Issue infringements			99.5% of Infringements issued are accurate	
Provide parking ambassadors as directed by the principal, over busy periods i.e. Christmas/new year periods				

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Submit daily incident/call out reports	100% of call out forms by <b>11am</b> on Mondays	
	100% of call out forms by <b>10am</b> Tuesdays, Wednesdays, Thursdays and Fridays	
Report all overnight impounds	100% of overnight impounding reported by phone or email by 9am of next working day	
Monthly report	100% of monthly reports within 2 working days of month end	

### **OTHER SERVICE FEES**

- Court appearance fee per hour plus GST \$
   Public Holiday \$
- Hours on Public Holidays to be agreed in advance of each public holiday.
- Other services at a price to be agreed prior to work commencing.
- Ad Hoc signage installation per hour plus GST \$

### **HOURLY RATES**

CCTV and Daytime Parking Base Rate shall be subject to Clause 11.3 (price review)

For the avoidance of doubt, this does not apply to any fixed fee rates in schedule B.

## SCHEDULE C SERVICES FOR PARKING, CCTV, FREEDOM CAMPING, ANIMAL CONTROL AND NOISE CONTROL

### **Scope of Services**

- 1.1 The provision of regulatory services in the following areas:
  - (a) After-hours parking control;
  - (b) After-hours freedom camping and clamping control;
  - (c) Noise control;
  - (d) After-hours animal control;
  - (e) CCTV ticket issuing;
  - (f) Releasing of vehicles from car pound
  - (g) Urgent ACO cover (daytime)
  - (h) After-hours Resource Management Act 1991 complaints; and
  - (i) Day time parking officers and ambassadors.
- 1.2 Work with the Principal, its agents, other Suppliers separately appointed by the Principal and, where relevant, stakeholders in a co-operative and collaborative manner at all times.
- 1.3 Receive resolutions for RFS from this Contracts afterhours officers and close out RFS directly into the Principals database, or other agreed process.
- 1.4 The Contractor shall provide the Principal initial audits of all new officers working in Parking, CCTV and Animal Control, within 1 month of commencing work with the contractor. The audit must be completed with the Principal's template document.
- 1.5 The contractor shall provide the Principal with 3 monthly Audits of all Parking, CCTV and Animal Control officers. The audits must be completed with the Principal's template document
- 1.6 The contractor shall enter a request for service to <a href="mailto:services@qldc.govt.nz">services@qldc.govt.nz</a> for any CCTV faults that are required to be fixed by the CCTV maintenance contractor, regardless of who that contractor shall be.
- 1.7 The Contractor shall provide all warranted officers with yearly training on

Dealing with difficult customers

Powers of warranted officers

Legislation based training of their respective warranted area

and provide yearly the Principal a schedule of training completed for all warranted staff.

### After-hours Parking Control

- 1.4 The provision of uniformed and suitably skilled parking officers to provide after-hours services (5pm to 8am the following day) 365 days a year, including public holidays to respond to requests for parking services across the entire Queenstown Lakes District.
- 1.5 Issuing infringements under the Land Transport Act 1998 and the Queenstown Lakes District Council Traffic and Parking Bylaw 2018.
- 1.6 The provision of suitably skilled parking officers to attend a parking hearing at court and provide statements for court documentation.
- 1.7 Adopt the Principals upgraded technology

### Daytime Parking Control

- 1.8 The provision of uniformed and suitably skilled officers 365 days a year, except for Christmas Day, and on a limited basis on public holidays, to respond to requests for parking services across the entire Queenstown Lakes District.
- 1.9 Issuing infringements under the Land Transport Act 1998 and the Queenstown Lakes District Council Traffic and Parking Bylaw 2018, and any subsequent bylaws made by the Principal for traffic and parking.

### Freedom Camping Control

- 1.10 The provision of uniformed and suitably skilled freedom camping control officers to provide after-hours services including public holidays, as required.
- 1.11 Responding to requests regarding freedom camping and providing evening education across the Queenstown Lakes District.
- 1.12 Patrolling the Queenstown Lakes District and issuing infringements under the Freedom Camping Act 2011 and the Freedom Camping Bylaw 2019 and any subsequent bylaws made by the Principal for freedom camping.
- 1.13 Clamping vehicles in key locations defined by the Principal, including but not limited to, Boundary Street, Lake Hayes North Reserve, Shotover Delta and Wanaka Lakefront.
- 1.14 Providing responses to any RFS or call from the Principal to have a clamp released.
- 1.15 Locking the gates at dusk and unlocking at dawn at Lake Hayes and Shotover Delta to prevent campers staying overnight. Responding to vehicles stuck behind locked gates to release them.
- 1.16 Adopt the Principal's upgraded technology

### Noise Control

- 1.17 The provision of uniformed and suitably skilled noise control officers to provide after-hours services (5pm-8am the following day) for noise control, including public holidays.
- 1.18 Responding to requests for service concerning noise and issuing excessive noise directions, notices, infringements and seizing property where appropriate.

### Animal Control

- 1.19 The provision of uniformed and suitably skilled animal control officers to provide after-hours services (5pm-8am the following day) for animal control, including public holidays.
- 1.20 Capturing and transporting dogs to and from the Principal's impounds.
- 1.21 Attending dog attack incidents, taking evidential statements, attending district court as required, and giving evidence.
- 1.22 The provision of impounding services, including feeding dogs and cleaning of cages.
- 1.23 Overseeing the destruction of dogs and liaison with the Police where necessary.
- 1.24 Releasing registered dogs back to the owner and collecting impound fees between 5pm and 8am the following day.

### Releasing vehicles from the car pound

- 1.25 Release vehicles from the car impound at short notice
- 1.26 Record all vehicle collectors' drivers licence details

### Urgent ACO cover (daytime)

1.27 The provision of suitably skilled Animal Control officers and appropriate vehicle for transporting dogs, both in Wanaka and Queenstown, to cover daytime urgent RFS on occasion.

### CCTV Ticket Issuing

- 1.28 The provision of suitably skilled Parking officers to issue CCTV parking tickets daily from the CCTV cameras across the Queenstown Lakes District installed for parking enforcement, with the exception of public holidays. The tickets must be issued in a secure room with no windows and secure digital access under camera surveillance.
- 1.29 Providing hardware and software to Queenstown Lakes District Council to allow the review of requests for waivers and provide short clips to the Principal on request.

### After-hours Resource Management Act 1991 Complaints

1.30 The provision of suitably skilled officers to provide assistance after-hours as requested by the QLDC Monitoring and Enforcement team on Resource Management Act 1991 complaints, including but not limited to, dust complaints and stormwater pollution.

### Reporting

- 1.31 Provide daily reports to QLDC Regulatory Support of the resolution activities against each open RFS are to be submitted (Note: daily report must include the RFS number).
- 1.32 Provide a report daily of all animal RFS received in the previous 24 hours and their resolutions to the Animal Control email.
- 1.33 Advise the Principal of any RFS closed that requires escalation or is an ongoing concern
- 1.34 Provide a monthly report within 2 days after the last day in each month that specifies:
  - (a) Any accidents, incidents or new hazards (all accidents need reported the same day as the event took place to the Principal)
  - (b) Number of hours patrolled each week for the Queenstown, Wanaka and "Other" service areas;
  - (c) Total number of hours of service each month for the Queenstown, Wanaka and "Other" service areas, with a break down for each activity area (ie. parking, freedom camping control, noise control, animal control);
  - (d) In respect of noise control, the number of:
  - (i) Excessive noise directions issued;
  - (ii) Equipment seizures executed; and
  - (iii) Number of freedom camping vehicles recorded in each regularly patrolled area including number of tickets issued in each location.