



GREAT LAKE TAUPŌ
Taupō District Council

CONTRACT TDC 1718/216

Security Guard, Cash Collection, Noise Control & Regulatory Services

TAUPŌ DISTRICT COUNCIL
46 HOROMATANGI STREET
TAUPŌ
NEW ZEALAND

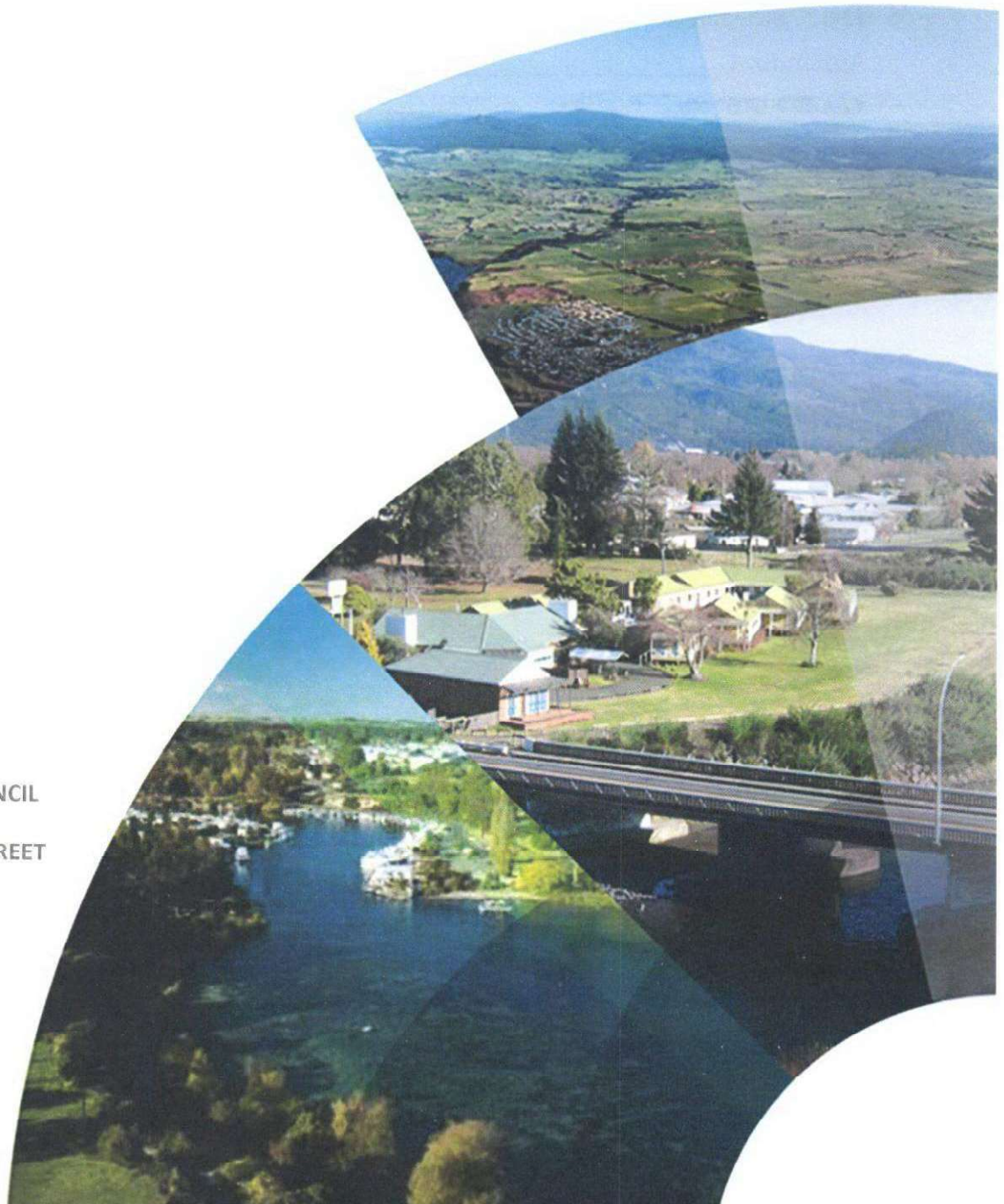


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Introduction

The Principal has prepared this tender document for use for the Provision of Security Guard, Cash Collection, Noise Control and Regulatory Services.

The General Conditions of this Contract place comprehensive requirements on the Contractor for delivering the services required in this Contract.

This Contract covers the provision of security services for various Principal-operated community, operational and office facilities within the Taupō District.

The objective of this Contract is to present to the Principal's ratepayers the most cost effective, reliable and efficient delivery of Security Guard, Cash Collection, Noise Control and Regulatory Services to the highest standard. The Principal is looking for innovation in delivering quality and cost effective solutions to the requirements that does not detract from service levels.

The Contractor must be aware of all the requirements of this Contract prior to tendering.

1.0 Overview

1.1 Work Overview

This Contract is for the provision of security personnel to carry out lock-up and patrol services for the Principal's premises within the Taupō, Turangi and Mangakino environs, along with alarm response and post incident security where and when applicable. The contract also includes the following provisions:

- Patrol services through and around public reserves to assist the Principal's drive to minimise antisocial behaviour and criminal damage to public and private property. The Contractor will be notified of callouts or noncompliance, by either TDC staff, TDC after-hours service contractors or Emergency Service providers. After hours is defined as weekends, statutory holidays and any time outside 8am to 5pm Week Days.
- Provision of Noise Control Management service for the entire Taupō District.
- Alarm monitoring responses
- Principal's static security services
- Support for Compliance Officers, including animal control services
- Locking up facilities and venues and after hours security
- Cash collection from the Principal's venues, banking, mail and courier services between the Principal's facilities.

The aforementioned services are indicative of the requirements. Please refer to section 10 and 11 for the full list of service requirements.

NOTE: Submissions offering only SOME of the required services will NOT be considered. The Principal is looking for a unified service delivery. For this reason, Joint Ventures or Subcontracting to ensure service delivery across all wards and Services is encouraged

1.2 Term of Contract

The term of the Contract is for an initial period of three years commencing 1st February 2018. The performance of the Contractor will be continuously monitored during this period for their ability to provide consistency in achieving specified levels of service. The Principal may consider an extension of contract for a further year beyond the completion date with a maximum extension of two years in total, based on the result of the Contractor's performance evaluation. The Contractor will be advised in writing of Principal's decision to extend or not. The Contractor will be given two (2) months' notice of the Principal's decision.

The Principal reserves the right to terminate this Contract at any time on the ground of unsatisfactory services rendered by the Contractor or on any other ground detrimental in the interests of the Principal. The Principal will be the sole judge in this regard. The decision regarding whether the security services are effective / proper / accurate etc shall rest with the Principal.

If the Principal observes that the performance of the Contractor is not up to a satisfactory level, then the Contractor will be required to rectify its performance immediately.

1.3 Key Outcomes

The Contractor shall deliver high quality security services with the following deliverables, including but not limited to:

- i Reliable staff and the ability to provide 24/7 coverage
- ii Effective location and alarm monitoring
- iii Reliable and secure collection service

- iv Safe working practices, competent and appropriately trained staff
- v Services performed as per and within requirements
- vi Safe and Competent workforce
- vii Effective and timely resolution of noise complaints
- viii Flexibility of Contractor / Staff
- ix Value for Money

1.4 Safety Management

- 1.4.1 The Health and Safety legislation, (including the proposed 2015 changes) places the onus on the Principal, Consultant, Contractor and every employee to follow safe practice on the job site and ensure the safety of the public.
- 1.4.2 All Security personnel shall be registered under the Private Security Personnel and Private Investigators Act 2010 (& Amendments and Replacements).
- 1.4.3 To assist in the provision of a safe work, Contractor will need to develop and maintain a safety culture within their organisation. Principal's Safety Management System will be used as the guide for developing this culture in partnership with the Principal.
- 1.4.4 The Contractor is required to report any near miss and the detection and timely reporting of safety deficiencies.
- 1.4.5 The Tenderer's Health and Safety Policy and Procedures and Implementation of the Policy and Procedures shall include but not limited to:
 - a) Health & Safety rules
 - b) Safe work practices
 - c) Accident/incident investigation procedures
 - d) Hazard investigation and control measures
 - e) Standards of training to ensure that staff are adequately trained and instructed
 - f) Emergency procedures
 - g) Safety equipment applicable to the Contract
 - h) Specific job instructions, procedures, work permits applicable to the contract

1.5 Schedule Of Activities

The schedule of activities are those set out in Section 11 of this document.

1.6 Level of Service

An important aspect of the Contract is meeting the required quality of works and performance levels of this Contract according to the General Specifications set out in Section 10.

1.7 Services Required

The Contractor shall provide security services to the Principal for the Taupō District and shall assure the safety of the Principal's buildings, grounds and premises, property and personnel, guests, and other users of the Principal's facilities and services, as indicated in Section 10 *General Specifications* and Section 11 *Schedule of Activities* (or as later revised by Principal), within the total duration required by the Contract, exclusive of Special Events.

The Contractor shall also provide management, training, supervision, manpower and communication equipment capable of communicating to and from any point within the radius of the Principal's properties, together with equipment and supplies in order to provide the required protection services, and replacement or substitute equipment and manpower to maintain full services at all times.

1.8 Insurances

The Contractor shall at all times maintain at their own cost a Public Liability insurance policy with an approved insurance company of a minimum of Ten million dollars (\$10,000,000.00) in the case of any one claim in respect of third party liability.

The Contractor shall submit the above insurance policy to the Principal's Chief Executive for approval and shall submit copies of the receipted annual premium payments for Principal's information.

The Contractor must indemnify Taupō District Council against all costs and liability arising out of actions by the Contractor's representatives when on any of the listed Taupō District Council Properties while carrying out their duties pursuant to the Contract and in respect of all loss or damage to their personal effects.

1.9 Relationship Management

The relationship between Taupō District Council and the Contractor is that of principal and independent contractor respectively. Nothing will or is intended to create the relationship between, or render the Contractor as a joint venture, employee, partner, agent or otherwise of Taupō District Council.

The Contractor acknowledges and confirms that the Contractor is the employer of any persons it engages to perform the services, and that it has undertaken all of the obligations of an employer in respect of such persons including, but not limited to, the requirement to comply with the obligations of PAYE tax, and Accident Compensation Insurance.

1.10 Health and Safety

Unless the Contractor holds a current health and safety pre-qualification approval from Principal, the Contractor will provide a copy of its Health and Safety Plan to the Council prior to commencing the provision of the Services. In either case, the Contractor will provide any updates or revisions to the Health and Safety Plan to the Council within 10 working days of making any such changes.

Where indicated in the Reference Schedule, the Contractor shall provide its Service's specific health and safety plan prior to commencing the Services.

The Contractor will also comply with all of the Principal's health and safety policies and procedures attached to this Contract or notified by the Council.

In accordance with the Principal's *Commitment to Health and Safety* as attached to this document as Appendix 1, the Contractor shall agree the requirements for reporting on health and safety incidents (in addition to those notifiable events to Worksafe NZ) with the Principal's Contract Manager.

1.11 Communication

The success in delivering this Contract, both from the Principal's and the Contractor's perspective, is based upon clear and frequent communications between the parties to ensure that all terms and conditions are executed properly and successfully met.

1.12 Performance Criteria

The Contractor will be monitored and measured on their performance in carrying out the Contract in all facets of works, programming, reporting, quality, safety and customer satisfaction.

The detail of the performance appraisal method by which the Contractor will be assessed quarterly is shown in Section 9.



2.0 Tendering Process, Terms and Conditions

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

2.1 Issuance of Documents

Tender Documents issued to Tenderers including schedules of prices, for use in the preparation of the tender, remain the property of the Principal. Therefore, no advertisement or other information relating to this document, or any contract that may arise out of it, shall be published in any newspaper, magazine, journal or other advertising medium, or broadcast/disseminated by radio, television or other electronic media, without the prior written approval of the Principal.

Tenderers shall use the Tender Form provided and include all information requested by the Principal in relation to the RFT.

- a) A Tender Documents deposit is not required.
- b) Tender documents are available to Tenderers directly through the Government Electronic Tender Service website www.gets.govt.nz.
- c) Documentation preparation charges will apply at cost for any hard copy documents or plans requested by Tenderers.

2.2 Confidentiality

- a. The Principal and Tenderer will each take reasonable steps to protect confidential information without limiting any confidentiality undertaking agreed between them and will not disclose confidential information to a third party without the other's prior written consent.
- b. The Principal and Tenderer may each disclose confidential information to any person who is directly involved in the RFT process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFT.
- c. Tenderers acknowledge that the Principal's obligations are subject to requirements imposed by the Local Government Official Information and Meetings Act 1987 (LGOIMA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Principal will not be in breach of its obligations if confidential information is disclosed by the Principal to the appropriate authority because of suspected, collusive, or anti-competitive tendering behaviour. Where the Principal receives an LGOIMA request that relates to a Tenderer's confidential information, the Principal will consult with the Tenderer and may ask the Tenderer to explain why the information is considered by the Tenderer to be confidential or commercially sensitive.
- d. For the duration of the RFT, to the date of the announcement of the successful Tenderer, or the end of the RFT process, the Tenderer agrees to keep the RFT strictly confidential and not make any public statement to any third party in relation to any aspect of the RFT, the RFT process or the award of any contract without the Principal's prior written consent.

- e. A Tenderer may disclose RFT information to any person described in paragraph 2.1.b. but only for the purpose of participating in the RFT. The Tenderer must take reasonable steps to ensure that such recipients do not disclose confidential information to any other person or use confidential information for any purpose other than responding to the RFT.

2.3 Canvassing of Council Officers and/or Elected Members of the Council

Any attempt made by a Tenderer to influence the outcome of the tendering process by canvassing, lobbying or otherwise seeking support of Council officers or elected representatives of the Council shall be deemed valid grounds for the exclusion of that tender from the evaluation process.

2.4 Tenderers to inform themselves

The Tenderer shall be deemed to have carefully inspected and to have understood all the facilities, their various locations and layouts included in this Contract. Each Tenderer shall also be deemed to have considered and accepted the following information/conditions:

- a. Examined the tender documents and any other information supplied in writing and be satisfied that, as far as is practicable for an experienced contractor, before tendering, as to the correctness and sufficiency of their tender for the contract works and of the prices stated in their tender.
- b. An appointment may be required to view the facilities.
- c. Tender information contact person is:
Darren Penketh
Taupō District Council
Facilities Officer
Phone No. 07 376 0652
Mobile No [REDACTED]
Email: dpenketh@taupo.govt.nz
- d. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in the tender to manage such risks and contingencies.
- e. Document in the tender all assumptions and qualifications made about the delivery of the requirements, including any assumption that the Principal or a third party will deliver any aspect of the requirements or incur any cost related to the delivery of the requirements.
- f. Ensure that pricing information is quoted in NZ\$ exclusive of GST.
- g. If appropriate, obtain independent advice before submitting a tender.
- h. The tendered price shall, except where otherwise provided, allow for all the Contractor's obligations under the contract as set out in the tender documents.

2.5 Ambiguities in Tender Documents

- 2.5.1 Where the tender documents are ambiguous or unclear to a Tenderer, the Tenderer may request the issue of an explanatory notice. If an explanatory notice is issued, it shall become part of the tender documents and issued to all invited tenderers who have uplifted the tender documents.

- 2.5.2 In the absence of an explanatory notice, the tender may be submitted subject to any reasonable interpretation of an ambiguity or uncertainty in the tender documents, which shall be endorsed on the tender.
- 2.5.3 The tender shall be based on the tender documents and will be interpreted as relating to the tender documents unless clearly endorsed otherwise. The tender submitted subject to endorsement will be considered accordingly.

2.6 Closing and Submission of Tenders

- 2.6.1 Tenders will close at the Taupō District Council's Offices, 46 Horomatangi Street, Taupō at 1.00pm Thursday 09, November 2017. The Tenderer shall confirm that their tender will remain valid and irrevocable for sixty (60) days or such later date as agreed with the Principal.
- 2.6.2 Tenders are to be placed in the tender box situated near the Customer Services Counter of Taupō District Council located at 46 Horomatangi Street Taupō, before the time set for the closing of tenders. Tenderers may, at their own risk, courier or post tenders to the Taupō District Council, Private Bag 2005, Taupō 3352, to arrive before the time set for the closing of tenders. Where tenders are delivered by courier rather than normal post, the courier service MUST be instructed to deposit the tender in the tender box.
- 2.6.3 Late tenders will not be accepted.
- 2.6.4 A Tender submitted by facsimile or via email will not be accepted.
- 2.6.5 The Cost of preparing and submitting a tender shall be borne by the tenderer.
- 2.6.6 Tender documentation shall be submitted in sealed envelopes as follows:

Envelope 1 is to be endorsed with:

The Contractor's Name

Tender for Contract "TDC/1718/216 Security Guard, Cash Collection, Noise Control & Regulatory Services"

Envelope 1 – Non-priced attributes which shall contain the following documents;

- Tenderer's Non-Price Attributes
Attribute information as required by the Basis of Tender Evaluation.
- Confirmation of whether the Contractor and proposed subcontractors have completed the Principal's pre-qualification system for health and safety (Sitewise)
- Tender Information Schedules
- List of Subcontractors
- Schedule Management Plan

The Tenderer's Non-Price attributes shall be limited in total to no more than 25 single sided A4 size pages of ordinary type. Tenders in which the attributes exceed the stated amount may not necessarily be considered.

Envelope 2 is to be endorsed with:

The Contractor's Name

Tender for Contract "TDC/1718/216 Security Guard, Cash Collection, Noise Control & Regulatory Services"

Envelope 2 – Price and Supplementary information
Form of Tender including:-

- a) The completed and signed Tender Declaration
- b) Confirmation of availability of required insurances
- c) Acknowledgement of “Notices to Tenderers” (if any)
- d) Confirmation of facilities inspection
- e) Schedule of Prices including Day-works schedule
- f) Detail of any Tags or Conditions (if any)

Envelope 3

Envelopes 1 and 2 must be submitted together in the third envelope marked on the outside "Tender for Contract TDC 1718/216 Security Guard, Cash Collection, Noise Control & Regulatory Services" with a return address and addressed to:

The Chief Executive
Taupō District Council
Private Bag 2005
Taupō 3352

Alternative Tenders shall be enclosed in a separate Envelope 4 and shall be clearly labelled as an alternative tender on the outside of Envelope 4 and shall also be submitted together in the third envelope.

2.7 Enquiries during Tender Period

- 2.7.1 Tenderers should satisfy themselves as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT documents, Tenderers should seek clarification before the Deadline for Questions.
- 2.7.2 All requests for explanatory notices during the tender period shall be through the forum hosted on the Government Electronic Tender Service website www.gets.govt.nz. Explanations will be emailed to all those who registered and uplifted the RFT.
- 2.7.3 All requests must be received by 10:00am, 3 working days prior to the closing date for tenders which is on the 9th November 2017. The responses to all formal enquiries will be made in writing to all who have uplifted Tender Documents and will subsequently be annexed to, and form part of the Contract Documents.
- 2.7.4 Responses to significant enquiries and any changes or additional information will be issued in writing to all Tenderers as a numbered and dated “Notice to Tenderers”

2.8 Tender Price

Tender price shall include the following;

- 2.8.1 Tender price must cover the whole of the Specifications as described in this tender document in Section 10.
- 2.8.2 The prices provided are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

- 2.8.3 The Tenderer shall set out and enter against each item in the Schedule of Prices a price or rate as appropriate. Failure to price any item in the Schedule of Prices shall be taken to mean that the cost of that item is included in the prices and rates for other items. Where the Schedule of Prices does not include separate sections for overheads and profit, the prices and rates tendered shall be deemed to include a full allowance for all overheads and profit.
- 2.8.4 If the tendered Schedule of Prices contains any errors in extension of unit rates or in summation of the items such as to vary the tendered sum, then the following shall apply:
- a) Where there is a discrepancy in the extension of a rate and quantity, the amount as entered shall govern and the rate will be adjusted accordingly;
 - b) Where there is a discrepancy in summation, the total amount as entered shall govern with the error distributed proportionally to the original amounts making up that summation and in accordance with all the rates.

The errors will be adjusted by the Principal in accordance with the above procedure and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the correction, his tender shall be rejected.

2.9 Tender Evaluation

Tenders will be evaluated in accordance with the method stated in Section 3 *Basis of Tender Evaluation* of this document.

2.10 Tenders to be based on Tender Document

- 2.10.1 No unauthorised alteration to the Tender Documents shall be accepted.
- 2.10.2 The Tender shall be based on the Tender Documents and will be interpreted as relating to the Tender Documents unless clearly endorsed otherwise. The tender submitted subject to endorsement will be considered accordingly.

2.11 Tagged Tenders

- 2.11.1 Any tender tags or qualifications to the tender documentation must be outlined in a covering letter or memorandum and included in your tender submission. Any tender tags or qualifications not included in a covering letter will not be considered to be part of the tender submission.
- 2.11.2 Tenders submitted subject to significant tender tags or qualification may be considered as alternative tenders, and will, if evaluated, be evaluated by the Principal accordingly.
- 2.11.3 You may be requested to remove unacceptable tender tags or qualifications. Refusal to remove tender tags or qualifications may result in your tender being rejected. If the consequence of the tender tag or qualification to the Principal is unacceptable, the tender will be considered to be non-conforming and shall be rejected. Tenderers must, if possible, identify the consequences of any tender tags or qualifications in terms of actual cost and time.

2.12 Acceptance of Tender

- 2.12.1 Alternative tenders will not be accepted.
- 2.12.2 The lowest price tender will not necessarily be accepted.
- 2.12.3 The Principal also reserves the right not to accept any tenders.
- 2.12.4 The Principal reserves the right to reject all tenders.
- 2.12.5 No process contract is formed by this tender process. Accordingly, the Principal is not required to give any reason for any rejection of any respondent or response, or for any suspension or cancellation of this tender process.

2.13 Notification of Acceptance

- 2.13.1 The successful Tenderer shall be notified in writing by the Principal or its agent that their tender has been accepted and unsuccessful tenderers will be advised of the name of the successful tenderer, the tender price and the range of prices received. Tenderers will also be advised of the range of attribute scores for each attribute, their attribute scores and their overall tender index.
- 2.13.2 If no tender has been accepted within 1 Month after the closing of tenders, each tenderer shall be notified in writing by the Principal or its agent whether its tender is or is not still under consideration.
- 2.13.3 Unsuccessful tenderers who have submitted *bona fide* tenders complying with the Tender Documents shall be notified by the Principal or its agent of the name and tender price of the successful tenderer and other tender prices within 10 working days of acceptance of the successful tender.

2.14 General Tender Conditions

RIGHTS RESERVED BY PRINCIPAL

The Principal reserves the right to:

- a) Re-advertise this RFT;
- b) Suspend or cancel (in whole or in part) this RFT process and/or the overall procurement process;
- c) Not proceed to tender, Request for Tender ("RFT") or negotiation;
- d) Waive any irregularities or informalities in this RFT process;
- e) Amend the closing date for submission of RFT responses, or any other date referred to or implied in this RFT, by the issuance of a written notice;
- f) Vary this RFT by way of notice to tenderers;



- h) Issue a tender with modified descriptions of service, including innovations proposed by tenderers through this process;
- i) Deal separately with any of the elements of the services, unless the relevant RFT response specifically states that those elements must be taken collectively;
- j) Enter into discussions and/or negotiations with any one or more tenderers relating to matters dealt with in this RFT;
- k) Not to proceed to evaluation of RFTs;
- l) Limit or extend the list of potential tenderers in any subsequent process beyond those who respond to this invitation;
- n) Liaise, negotiate or contract with any tenderer or other person at any time without disclosing this to, or involving or doing the same with, any other tenderer or person (whether before, during or after this process);
- o) Seek clarification of any aspect or information provided in an RFT response, or seek further information from any party; and
- p) Consider, accept for evaluation or reject any response received after the RFT closing date.
- q) This RFT does not guarantee the successful tenderer any volume, value, or the placement of any orders.
- r) Nothing contained or implied in this RFT shall oblige Principal to discuss, justify or give reasons for any of its decisions or actions relating to this RFT or any response.

3.0 Basis of Tender Evaluation

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria) outlined below. Price is a weighted criterion. This means that Tenders which are capable of full delivery will be shortlisted by score and an overall assessment of best value-for-money over the whole-of-life of the Contract.

The Tenders will be evaluated on General Business Criteria first of all; this will determine a single score that will be added to the service specific criteria for each proposed service.

3.2 Tender Evaluation

3.2.1 The attributes are to be assessed with the following weightings:

- a. General Business Criteria Weighting 35%

The General Business Criteria covers the following attributes:

- Health and Safety
- Resources and Staffing
- Quality Management
- Financial Viability
- Insurances
- Training
- Customer Care and Reporting

- b. Service Specific Criteria Weighting 40%

(Monitoring, Cash Collection, Security Guard and Regulatory Services)

The Tenderer shall submit evidence of:

- Capacity & Capability
- Experience & Resources
- Customer Care & Reporting
- Business Continuity

- c. Price Weighting 25%

- Competitive Pricing
- Value Add Elements including innovation

3.2.2 This tender evaluation process shall be conducted in four (4) stages as follows:

- a) The first stage shall be the calculation of the index for each non-price attribute submitted. This is done by multiplying the respective grade by the corresponding weighting factors specified to this tender documents and divided by 100.

- b) The second stage shall be the calculation of the price grade and index using the formulas below.

$$\text{Price Grade} = \frac{50+100 \times (\text{median conforming tender-tender price})}{(\text{median conforming tender})}$$

$$\text{Price Index} = \text{Price Grade} \times \text{Weighting\%}$$

- 3) The sum of each index of the tenderers shall be rounded off to the nearest whole number. The three (3) Tenderers that have the highest index shall be shortlisted. We will undertake the following process and due diligence in relation to the shortlisted Tenderers. The findings will be taken into account in the evaluation process:

- reference check the Tenderer's organisation and named personnel
- inspect audited accounts and conduct a credit check
- arrange a meeting to discuss the tender further

In addition to the above, we may undertake the following process and due diligence in relation to each shortlisted Tenderer. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these, we will give shortlisted Tenderers reasonable notice:

- perform a Companies Office check on shareholders and directors as well as other due diligence with regards to additional directorships or company ownership
- undertake a Police check for all named personnel
- request shortlisted Tenderers to make a presentation

- 4) The fourth stage is identifying the preferred contractor. Where more than one tenderer share the top overall index, the preferred contractor shall be the tenderer with the lowest price.

3.3 Evaluation criteria

Tenders will be evaluated on their merits according to the following evaluation criteria.

The Tenderer's Attributes and those of their subcontractors are required for the tender evaluation process under the following headings:

(a) Health & Safety

- In accordance with the Health and Safety at Work Act 2015, the Contractor shall ensure all practices and procedures take full account of the need to protect the health and safety of all its employees and other persons, including the Principal's employees and visitors to its properties. Any practices or procedures endangering health or safety will be viewed seriously and may be grounds for terminating the contract. Reference is made to Principal's *Commitment to Health and Safety* document attached.
- The Tenderer and any proposed subcontractors must either have completed the Principal's prequalification health and safety system (Sitewise) or have committed to completing it prior to commencement of the Contract.

- (b) Resources and Staffing
- The Tenderer shall submit proof that the organisation has enough resources and staff to deliver the services required of the contract.
 - The Tenderers are further required to complete Tender Information Schedules and provide copies of the documents referred to in the form when submitting this tender.
- (c) Quality Management
- The Tenderer shall submit proof that the organisation has a processes in place to ensure that the service requirements are consistently provided.
- (d) Financial Viability
- The Tenderer shall submit a certified declaration on the financial viability of the tenderer as part of their tender.

The Principal, or any third party authorised by the Principal, may perform such security, probity and financial investigations and procedures as the Principal may determine are necessary in relation to any tenderer, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors. Tenderers may be required to provide access to records requested by the Principal or its third party representative/s in order to facilitate the necessary financial investigations.

The Tenderers are further required to complete Tender Information Schedule 1 (TIS 1) and provide copies of the documents referred to in the form when submitting this tender.

The Tenderer shall submit details of the ability to access the financial resources required to deliver the outputs. The Principal may use an independent credit rating or other organisation to conduct financial assessments and reports. For this assessment to be completed, a representative from such an organisation may contact you concerning the financial information that you provide in response to this Tender Documents.

(e) Insurances

The Contractor must effect and maintain a public liability insurance policy for an amount of not less than \$15 million for any one event in relation to the services. The interests of the Principal shall be noted on the insurance policy. The Contractor must provide the Principal with evidence of such insurance satisfactory to the Principal at the commencement of the agreement and on an annual basis.

If the Contractor is required to operate a motor vehicle in connection with the provision of the services then the contractor must effect and maintain a comprehensive motor vehicle insurance policy covering damage to, or loss of, the Contractor's vehicle or third party property and liability for the death of, or bodily injury to any person arising from the use of the motor vehicle. The sum insured for damage to third party property must be at least \$10 million for any one occurrence.

The sum insured in respect of the death of, or bodily injury to, any person must comply with any applicable statutory requirement. The Contractor must provide the Principal with evidence of such insurance satisfactory to the Principal at the commencement of the agreement and on an annual basis.

The Contractor shall effect and maintain Accident Compensation Insurance as required by law.

The Contractor shall not be permitted to commence work until evidence is provided that the required insurance cover is in place.

(f) Training

The Tenderer shall submit training records, competencies and licences of staff required to carry out work or otherwise involved with this contract.

The Tenderer shall also provide evidence of ongoing training for its staff as needed to handle new situations and correct any deficiencies.

(g) Customer Care & Reporting

Each Tenderer shall submit their policies and practice documents regarding their organisational approach to customer service and public relations. This is to be inclusive of their approach to the Principal as well as members of the public and other agencies as customers.

(h) Capacity

- The Tenderer shall submit a record of its ability to deliver, alone or in partnership, the required Services as detailed in Section 10 to a satisfactory manner across the Principal's territorial area.
- Due regard must be taken of all of the appropriate legislation and regulations that are in force at any particular time. This legislation or regulation may include, but is not limited to detailed knowledge and understanding of the Health and Safety at Work Act 2015 and the Resource Management Act 1991, where this relates to the services being performed
- An organisation, or partnership, that can deliver on the manpower and other resourcing needs of the requirements, including specialised equipment, vehicles or technology.
- Adherence to Principal's regulations regarding contractors operating on behalf of the Principal, or on the Principal's premises.
- Minimum mandatory licencing regulations.
- Human Resourcing requirements.
- Compliance with any other relevant legislation relating to the work being undertaken as part of the agreement.

(i) Capability

- The Tenderer, or joint venture shall submit proof that they can deliver all of the Services required.
- The Tenderer shall demonstrable drive to improve services above minimum levels and a desire to excel.
- The ability to plan and prioritise staffing requirements across the Principal's territory.
- An ethos of innovation to deliver the services in an efficient and high quality manner, an ability to think outside the box.
- The capability to build strong relationships with Council, stakeholders, business collaboration partners, public and end users.
- The capability to communicate effectively and efficiently across all work-streams and geographical areas.
- The ability to evidence all key performance measures are being met or exceeded

(j) Experiences & Resources

- The Tenderer shall submit details of key staff to be employed to deliver the services. These details should indicate each key person's proposed involvement with the contract and demonstrate that their training, experience and skills, are relevant to this contract.
- The Tenderer shall submit records that demonstrate their firm's ability to complete projects to the required quality standards and performance levels on schedule and within budget. Similar information shall be provided where it is intended that subcontractors will carry out significant portions of the work.
- The Tenderer shall also provide details of the equipment, including facilities and intellectual property that the tenderer proposes to use to deliver the services required of this Contract. The

Tenderer shall also confirm the ability to provide primary account management support based in Taupō.

(k) Business Continuity

The Tenderer shall submit its contingency plan to ensure that the services are delivered, meet the responsibilities and ensure continued operation effectively through times of major crisis.

Tenderers shall include with their tender the aforementioned information under the following attribute headings. The information shall be limited in total to no more than 25 single sided A4 pages of normal 10-pitch size. The page limit includes all subcontractor attribute information. Should more than 25 pages of information be provided, the extra pages may be removed.

3.4 Scoring

The following scoring scale will be used in evaluating all Tenders. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

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

3.5 Price

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

If a Tenderer offers a price that is substantially lower than other Tenders (an abnormally low bid), the Principal may seek to verify with the Tenderer that the Tenderer is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price submitted. Otherwise the Tenderer may need to withdraw its Tender.

4.0 Pricing Information

4.1 Pricing information to be provided by Tenderers

Tenderers are to provide their price as part of their Tender. In submitting the Price, the Tenderer must meet the following:

- a. Tenderers are to use the pricing schedule templates provided.
- b. The pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. (This should be broken down into both a cost per service, e.g. per cash collection visit, open and close up service, or an hourly rate, e.g. for ad-hoc guarding service), and also an all in cost per service per month.
- c. Where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly, daily, weekly or monthly as required.
- d. In preparing their Tender, Tenderers are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Tender and pricing information to manage such risks and contingencies.
- e. Tenderers are to document in their Tender ***all assumptions and qualifications*** made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Principal or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
- f. Prices should be tendered in New Zealand Dollars. Unless otherwise agreed, the Buyer will arrange contractual payments in New Zealand Dollars.
- g. Where a Tenderer has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Tenderer must also submit pricing schedules that conform.
- h. Where two or more Tenderers intend to lodge a joint or consortium Tender, the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Tenderers.
- i. Fully Compliant bids in terms of pricing, (both types of pricing) are to be supplied, otherwise alternatives may not be considered.

5.0 Tender Declaration

TENDER : Contract No TDC/ 1718/216
TO : Taupō District Council
46 Horomatangi Street
TAUPŌ

OPENED AT 8.15 am ON 14.11.17
IN PRESENCE OF *[Signature]*

1 I/We declare that having examined the Tender Documents, we undertake to complete the whole of the work set out in the Tender Documents in accordance with the Tender Documents for the sum of:

\$ [redacted] per annum - [redacted] over 13 years

2 We undertake, if our Tender is accepted, to complete and deliver the whole of the service comprised in the contract within the time or times stated in the Contract, subject to the said Conditions.

3 We agree to abide by this Tender for a period of Sixty (60) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

4 This Tender is submitted under our covering letter reference 1 dated 9.11.17 and the completed tender documents and other information, required, which are enclosed therewith all of which shall be read and construed as forming a part hereof.

5 This Tender, together with your written acceptance, hereof shall constitute a binding contract between us, valid from the specified date in the Overview of this tender document.

6 We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this 9.11.17 THURSDAY day of NOVEMBER 2017

Signature *[Signature]* in the capacity of Director

duly authorised to sign tenders for and on behalf of:

Company Name : SENJO SECURITIES LTD

Address : [redacted] TAUPŌ Phone: [redacted]

Fax : _____

Witness : *[Signature]*

Address : [redacted] TAUPŌ [redacted]

[Handwritten mark]

6.0 Tender Information Schedule

6.1 Tenderer's Profile

6.1.1 Tenderer's Information details

Name of Business	SENJO SECURITIES LTD
Physical Address	[REDACTED]
Postal Address	[REDACTED]
Webb address/URL	WWW.SENJOSECURITY.CO.NZ
Telephone	[REDACTED] OFFICE - [REDACTED]
Email	[REDACTED]

6.1.2 Tenderer's Nominated Personnel

Contact Details	[REDACTED]
Contact Person Related to the Tender	[REDACTED]
Contract Manager	[REDACTED]
Account Manager assigned to the Contract	[REDACTED]
Contract Quality Manager	[REDACTED]

6.1.3 Tenderer's Sub-contractors

Tenderers are required to provide profile of each subcontractor they intend to engage in any aspects of the service delivery required for this Contract.

Sub-contractor	Contact Person	Contact Details	Work Details
Warriner Protect	Kelly Hyslop	N/A	

6.1.4 Tenderer's Current Contract

Customer	Contract Value	Contact Person	Contact Details	Work Details
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

5.2 Tenderer's Financial Information

Financial Viability	
1.	<p>Please confirm if the Tenderer is solvent, and able to meet debts as and when they fall due in the normal course of business:</p> <p><input checked="" type="checkbox"/> Yes (please provide information below) <input type="checkbox"/> No</p> <p><i>This Company has allways paid their debts as they fall due and is in a sound financial position.</i></p>
2.	<p>Please confirm if there are any significant events, matters or circumstances which have arisen since the end of the last financial year which may affect the operations of the Tenderer:</p> <p><input type="checkbox"/> Yes (please provide information below) <input checked="" type="checkbox"/> No</p>
3.	<p>Please confirm if there are any mergers or acquisitions that can be notified, either recent (within the past 12 months) or which are imminent?</p> <p><input type="checkbox"/> Yes (please provide information below) <input checked="" type="checkbox"/> No</p>
4.	<p>Please confirm if there are any court proceedings of any kind, actual or threatened, against the tenderer, its parent or associated entities or any director of the tenderer, its parent or associated entities within the past 5 years?</p> <p><input type="checkbox"/> Yes (please provide information below) <input checked="" type="checkbox"/> No</p>
5.	<p>Please confirm if there are any actions of insolvency proceedings, actual or threatened (including voluntary administration) against the tenderer, its parent or associated entities?</p> <p><input type="checkbox"/> Yes (please provide information below) <input checked="" type="checkbox"/> No</p>
6.	<p>Please confirm if there are any factors which could (in your opinion) impact on the financial ability to successfully perform the contract?</p> <p><input type="checkbox"/> Yes (please provide information below) <input checked="" type="checkbox"/> No</p>
<p>Signed: <i>[Signature]</i> Date: <i>7.11.2017</i></p> <p>Name: [REDACTED] Position: <i>Accountant</i></p>	

[Handwritten mark]

7.0 Contract Agreement

FOR: Contract TDC / 1718/216

THIS AGREEMENT is made on 22nd Day of December 2018

BETWEEN [REDACTED] ("The Contractor")

of SENJO SECURITIES LTD

AND Taupō District Council ("The Principal")

IT IS AGREED as follows:

1. THE Contractor furnishes the works described in the Contract Documents.
2. THE Principal shall pay the Contractor the sum of stated in the Invoice submitted plus GST or such greater or less sum as shall become payable under the Contract Documents at the times and in the manner provided in the Contract Documents.
3. EACH party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. THE Contract Documents are this Contract Agreement and the following which form part of this agreement:
 - a) the Conditions of Tendering
 - b) Notices to Tenderers (give details with dates)

 - c) the Contractor's Tender
 - d) the Notification of Acceptance of Tender
 - e) the Specification General
 - f) the General Conditions of Contract,
 - g) the Schedule of Prices
 - h) Identify any additional documents to be included.

WITNESS to the signature
of the Contractor:

[Signature]

Contractor

[Signature]

The Common Seal of Taupō District Council
was hereto affixed in the presence of:

Mayor

Chief Executive

[Signature]

8.0 General Conditions of Contract

This Contract document is governed by the law of New Zealand, and the New Zealand Courts have exclusive jurisdiction as to all matters relating to this document.

8.1 Definitions

8.1.1 Principal

The Principal is the Taupō District Council

8.1.2 Principal's Representative

The Principal's representative is the Facilities Manager – Garreth Robinson

8.1.3 Contract Manager

The Contract Manager is the Facilities Officer – Darren Penketh

8.1.4 Contractor

The Contractor is the person(s) whose offer of service has been accepted by the Principal and includes his Executors, Administrators, Successors and Assigns.

8.1.5 Contract Price

The Contract Price is the total price tendered per year by the Contractor and accepted by the Principal under this contract.

8.2 Insurance

The Contractor must effect and maintain a public liability insurance policy for an amount of not less than \$15 million for any one event in relation to the services. The interests of Taupō District Council shall be noted on the insurance policy. The Contractor must provide Taupō District Council with evidence of such insurance satisfactory to Taupō District Council at the commencement of the agreement and on an annual basis.

If the Contractor is required to operate a motor vehicle in connection with the provision of the services then the contractor must effect and maintain a comprehensive motor vehicle insurance policy covering damage to, or loss of, the Contractor's vehicle or third party property and liability for the death of, or bodily injury to any person arising from the use of the motor vehicle. The sum insured for damage to third party property must be at least \$10 million for any one occurrence. The sum insured in respect of the death of, or bodily injury to, any person must comply with any applicable statutory requirement. The Contractor must provide Taupō District Council with evidence of such insurance satisfactory to Taupō District Council at the commencement of the agreement and on an annual basis.

The Contractor shall effect and maintain Accident Compensation Insurance as required by law.

The contractor shall not be permitted to commence work until evidence is provided that the required insurance cover is in place.

8.3 Release on Indemnity

The Contractor must, to the extent permitted by law, indemnify Taupō District Council from or against any losses, damage, claims, demands, costs or expenses arising from:

- Any breach by the Contractor of its obligations under the agreement;
- Negligence on the part of the Contractor or its employees, agents or sub-contractors.

The Contractor must maintain insurance to the full extent of any potential liability, loss or damages arising at common law and under any statute relating to property damage and personal injury as may be relevant to the performance of the Contractor's obligations under the agreement.

The Contractor releases and indemnifies Taupō District Council, its employees, contractors and agents from and against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against Taupō District Council arising out of the breach or performance by the Contractor of its obligations under the agreement or the negligence of the Contractor, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Contractor is vicariously liable and also against any action, claim or demand by the Contractor's employees or agents or their personal representatives or dependents arising out of the performance of the agreement.

8.4 Period of Contract

- 8.4.1 The Contractor shall commence operations under this contract on the 1st of February 2018, or such later date as shall be mutually agreed.
- 8.4.2 The Contract shall remain in force from the agreed date for a period of three [3] years. This provision is subject to either party exercising its right to terminate the Contract as outlined in section 8.11.
- 8.4.3 The Principal may consider extending the contract for another year beyond the completion date with a maximum extension of two (2) years based on the result of the Contractor's performance evaluation. The Contractor will be advised of the Principal's decision whether or not to extend the contract by November 2020 (and November 2021 if applicable).
- 8.4.4 The Principal maintains the right to demand the termination of, and request the Contractor to immediately remove any of its employees or sub-contractor/s who has seriously misbehaved or who is incompetent or negligent. The Contractor then ensures that the employee has no further connection with the Contract Works and does not visit any of the facilities.
- 8.4.5 Serious misbehaviour may include, but is not limited to acts that breach the confidentiality of the Principal or that cause or have the potential to cause serious harm to an employee of the Principal, or any other person, or property of the Principal.

8.5 Both Parties' obligations

Both Parties agree to:

- a. act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other
- b. discuss matters affecting this Contract whenever necessary
- c. notify each other immediately of any actual or anticipated issues that could significantly impact on the contract or receive media attention.
- d. comply with all applicable laws and regulations

8.6 Principal's Obligations

- 8.6.1 The Principal must pay the Contractor the amount in the invoice issued by the Contractor in accordance with this Contract provided that the Contractor has satisfied the Principal that the works are done in conformance with all the specifications set out on this Contract.

8.6.2 The Contract Manager shall be delivered, in writing, any variations and/or additions to this contract that are requested by the Contractor.

8.7 Contractor's Obligations

8.7.1 The Contractor shall exercise all due care, diligence and skill and conform to the highest standards expected of professional persons providing services of the type to be provided by the Contractor under this Contract.

8.7.2 The Contractor shall employ sufficient trained, qualified and experienced personnel to perform all the scope of works specified in this contract. The Contractor shall also provide proof of ongoing training for all its security personnel as needed to handle new situations and correct any deficiencies that may be noted during the course of the contract.

8.7.3 The Contractor shall adhere to all requirements set out in the Contract.

8.7.4 In the event that the Contractor is unable to perform any of the duties scheduled due to illness, accident, bereavement, holiday or other circumstances it shall be the Contractor's responsibility to have appointed a person to perform the duties without additional payment by the Principal.

8.7.5 If an event as described in 8.7.4 above occurs the Contractor shall inform the Contract Manager and shall in doing so advise the name, address and telephone number of the appointed replacement.

8.7.6 The Contractor shall inform the Contract Manager of any damage to equipment or buildings that requires urgent attention within 12 hours.

8.7.7 Any damage caused by the Contractor's Operations shall be fully repaired and or reinstated by the Contractor at its own expense.

8.7.8 The Contractor shall inform the Contract Manager and seek approval for any additional variations of this contract in writing. Any approved variations will be invoice separately.

8.7.11 The Contractor shall be responsible for the acts, default and neglects of any Subcontractor, its agents, employees or consultants as fully as if they were acts, defaults, or neglects of the Contractor, its agents, employees, or consultants.

8.7.12 All subcontracts let by the Contractor shall be by written agreement signed by the Contractor and the Subcontractor, under which the Subcontractor contracts with the Contractor to perform the part or parts of the works specified in such agreement for performance by the Subcontractor in the same manner in each and every respect as the Contractor is bound to perform under this Contract, and shall provide the following provisions:

(a) That the Subcontractor shall promptly enter into a guarantee for the services provided by the Subcontractor, in favour of the Principal, for the period as listed in the Scope of Contract Works.

(b) That the subcontractor shall promptly enter into a continuity guarantee with the Principal.

8.7.13 The Contractor shall instruct its personnel to comply with the following:

- a) The Contractor and its employees do not pass on to any third party any information in the possession of the Principal that may come to the notice of the Contractor during the undertaking of the Contract.
- b) A breach of confidentiality will be treated as serious misbehaviour and may result in the Principal requesting the removal from the Principal's facilities of the offending employee or after proper investigation the termination of the Contract.
- c) No one shall enter any part of the Principal's premises, including the facilities other than for the purpose of carrying out the Contract Services.
- d) The Contractor and its employees must comply with the Smoke Free legislation and any relevant policy as laid down by the Principal.
- e) Personal protective equipment shall be issued and worn in accordance with safety regulations.
- f) The Contractor shall pay due regard to the environment by preserving air, water, soil, animal and plant life from the adverse effects of the Contractor's activities and minimising any nuisance which may arise from such operations.
- g) It is essential that the Contractor maintains good housekeeping standards any of the Principal's facilities, particularly in any area designated for the use of the Contractor.
- h) The Contractor shall ensure that at all times the staff employed by it are of reasonable appearance and act in a proper and seemly manner in the execution of their duties.

8.8 Industrial Relations

- 8.8.1 The Contractor is solely responsible for the terms and conditions of employment of its employees and for the maintenance of industrial harmony within the Contractor's workforce.
- 8.8.2 Prior to tendering the Contractor has taken account of all conditions pertaining to the Principal's facilities which may affect the Contractor's employees.
- 8.8.3 The Contractor attends as directed and participates in meetings on industrial relations called by the Principal.
- 8.8.4 The Contractor immediately informs the Principal, through the Contract Manager or the Supervisor, of any claim, dispute or grievance within its workforce which may affect the Contract Works or the relationship between the Principal and its employees or the work of other contractors at the Principal's facilities.

8.9 Assignment and Sub Contracting

- 8.9.1 The Contractor does not assign the Contract. If work is subcontracted, the Contractor remains responsible for the performance of the Contract as if the Contractor had not subcontracted. The Contract applies as if the subcontractors' employees and equipment were the Contractors.

8.9.2 Except where otherwise provided by the Contract, the Contractor does not subcontract any part of the Contract Works without the prior consent of the Principal.

8.10 Variations

8.10.1 The following are variations:

- i. The Contract Manager or the Supervisor issues an instruction changing the Specification other than to correct unsatisfactory work on the part of the Contractor.
- ii. The Contract Manager or the Supervisor gives an instruction to change the conduct of any or all work.
- iii. The Contract Manager or the Supervisor instructs the Contractor to cease or not commence any or all of the Contract Work.
- iv. Any statute, regulation, order or bylaw affecting the Contract is changed.

8.10.2 The following are not variations:

- i. Escalation or market fluctuations within the Contract Period or any extended Contract Period.
- ii. Additional work undertaken by the Contractor pursuant to the Contract without written instruction to do so by the Contract manager or the Supervisor.

8.10.3 The Principal, through the Contract Manager Supervisor, or the Contractor shall notify the other, in writing, as soon as either becomes aware of an event or circumstance which may lead to a Variation. The Contract Manager or the Supervisor determines whether the event or circumstance is a Variation in terms of the above.

8.10.4 If accepted, the Contractor gives the Contract Manager or the Supervisor a quotation for the Variation. These quotations will use the Schedule of Rates set out in the Price Schedule for the Contract to establish the value of the quotation.

8.10.5 Upon acceptance of the quotation by the Supervisor, the Contractor will undertake the changes necessary to give effect to the Variation and submit an account for payment as required by the Payment Clause above.

8.10.6 If rejected, there will be no further action or adjustment to the Contract.

8.11 Termination of Contract

The Contract may be terminated:

8.11.11 By the Contractor giving two [2] months' notice, in writing, of its intention to withdraw from the Contract.

8.11.2 By the Principal, through the Contractor or the Supervisor, giving two [2] months' notice for any reason under the terms of the Contract, or summarily for any serious breach of the Contract provisions.

8.12 Disputes and Arbitration

All disputes and differences between the parties that cannot be resolved through the normal processes of negotiation shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators [one to appointed by each party] and their umpire [appointed by

them prior to arbitration] such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration.

8.13 Statutory Compliance

8.12.1 This Contract is constructed under the laws of New Zealand.

8.12.2 The Contractor shall provide the Services within the scope of all relevant statutes, regulations, and bylaws, and with the requirement of any local government enactment.

8.12.3 The Contractor shall comply with any and all conditions of any permit, license or concession held by Principal.

8.12.4 The Contractor shall comply with all relevant statutory provisions relating to the Health and Safety at Work Act 2015.

8.14 Failure to Provide Services

Without prejudice to any other right or remedy which the Principal may have, if the Contractor fails to provide the Services in accordance with this Contract, the Principal may obtain services elsewhere or make other arrangements considered necessary by Principal to maintain continuity of services at the cost of the Contractor.

8.15 Monitoring Programming and Reporting

The Contractor is required to attend a monthly meeting with the Contract Manager at the TDC offices to discuss the work performance and raise any matter pertaining to their ability to complete their obligations set out to this contract. The meeting should be recorded and all minutes of the meeting shall be distributed to all parties to the Contract.

8.16 Service of Notices

For the purpose of service of notices, the postal address of:

a.) The Principal is:

Taupō District Principal
46 Horomatangi Street
Private Bag 2005
Taupō 3352

Telephone:
(07)3760899

b.) The Contract Manager is:

Darren Penketh – Facilities Officer
Telephone: 07 376 0652 , [REDACTED]

8.17 Public Liability Insurance

Public liability insurance shall be effected for a minimum amount of not less than \$15,000,000.00.

8.18 Contract Payments

- 8.18.1 Subject as hereinafter provided, the Principal will pay the Contractor on a monthly basis in accordance with the Schedule of Rates for each of the sections of work as defined in the Specification.
- 8.18.2 Payment will be made on receipt of a Tax Invoice, set out in the agreed format, on the 20th day of the month following the date of the invoice. Payment is made subject to satisfactory completion of the Contract Works for the period of the invoice as certified by the Contract Manager.
- 8.18.3 The Contractor does not take or accept payment from the Principal for work performed by the Contractor outside the requirement to furnish the Contract Works and which is not confirmed by the Contract Manager as a Variation
- 8.18.4 Payment for any agreed variations or additional work to the Contract Works will be made by the Principal on receipt of a Tax Invoice, set out in the agreed format, in addition to any invoice for the regular Contract Works. Payment will be made on the 20th day of the month following the date of the invoice subject to satisfactory completion of the Varied or Additional Works as certified by the Contract Manager.
- 8.18.5 Where there is a dispute as to the satisfactory completion or otherwise of any section of the Contract, Varied or Additional Works, the Principal will, on the recommendation of the Contract Manager, withhold payment for that section of the Contract, Varied or Additional Works until resolution, satisfactory completion or otherwise is reached.

8.19 Quality Control

The Contractor shall implement and carry out a Quality Control Programme to ensure that the Contract Works are carried out and delivered within standards required by this Contract. The Contractor will be required to submit a quality assurance (QA) standard for all works under this Contract. The Quality Control Programme shall be part of the Quality Plan and shall include the responsibility for programming and processing of library materials.

8.20 Performance Criteria

The Performance Criteria that apply to this Contract are the Performance Criteria specified for the various activities in Section 11 of this tender document.

8.21 Compliance Monitoring

The Contractor shall implement systems for measuring compliance against performance criteria set out in the Specification for the various activities.

The Contract Manager shall undertake periodic auditing of the Contractor's compliance performance monitoring to confirm the accuracy of the results. The results will also be used as an input into the quarterly performance appraisal.

8.22 Performance Appraisal

The performance of the Contractor will be appraised quarterly with results recorded on the standard form below. The Contractor and the Principal's Representative shall each complete a form as to their assessment of performance and meet to discuss, and if possible agree, on the appraisal to be filed. In the case of non-agreement, the Principal shall adjudicate.

The appraisal will be used as a guide as to whether the Contract will be extended or not. An average rating over all appraisals in the "good" range (75 - 80) shall result in a recommendation from the Principal of an extension to the contract. An average rating over all appraisals in the "above average" range (60 - 75) may lead to a recommendation of an extension of the contract at the Principal's discretion. The offer of an extension would be subject to confirmation by Principal.

The performance appraisals of the Contractor during the contract period will also be guided by the following criteria;

- a) Liaison and Communication
- a) Contract Compliance & Service Delivery
- b) Reporting
- c) Compliance with the Principal's *Commitment to Health and Safety* requirements as attached to this document
- e) Management of Quality Systems



9.0 Appraisal of Contractor's Performance

Contract No: TDC/ 1718/ 216

Appraisal Date:

Contractor:

The Contractor's performance of various aspects of this Contract is given a numerical rating in the range as used for non-price attribute grading:

35 or less	Poor	Unacceptable Serious underperformance, not meeting most contract/terms of reference deliverables. Major effort needed to improve delivery of core responsibilities identified in the contract/terms of reference.
36 – 45	Below Average	Barely adequate Effort needed to improve delivery of one or more core responsibilities identified in the contract/terms of reference
46 – 55	Average	Adequate with some deficiencies which are not likely to have an adverse effect. Minor effort needed to improve delivery of some areas of responsibility identified in the contract/terms of reference
56 – 75	Above Average	Requirements are adequately covered. All responsibilities identified in the contract/terms of reference delivered efficiently and effectively.
76 – 89	Above Average	Requirements are adequately covered. All responsibilities identified in the contract/terms of reference delivered efficiently and effectively.
90 – 100	Excellent	Requirements are fully covered in all material aspects. Only awarded when all requirements are met in an outstanding manner

Item	Description	Weighting	Contractor's Assessment	Principal's Assessment	Final Assessment	Weighted Assessment	Comments
			Rating Between 0 and 100				
1	Liaison/ Communication	25%					
2	Contract Compliance & Service Delivery	40%					
	Alarm Monitoring & Response Services						
	Cash & Valuables Collection & Transportation						
	Noise Control & Smokey Fires						
	Animal Control						
	Security Patrol & Mobile Guarding						

	Regulatory Services					
	Special Events					
	Guarding					
3	Reporting:	15%				
4	Health & Safety	15%				
5	Management of Quality Systems	5%				
Total Points						
Average Rating						
Final Weighted Score						

Date : _____

10.0 General Specifications

10.1 Alarm Response Services

Response to intruder alarms and building security intruder alarms across the Principal's premises, facilities and locations. Where an alarm is activated, a defined response is actioned utilising elements of the mobile or fixed location guarding personnel.

10.2 Cash & Valuables Collection & Transportation

Collection of cash and valuables on a planned or ad-hoc basis from Principal operated buildings and locations, providing safe and secure transportation to the Principal's banking provider (or other secure location) and providing currency requests (floats and change requests) back to the locations.

10.3 Security Patrol & Mobile Guarding

Security patrol & Mobile patrols, including lock up and opening up services, random and scheduled patrols through Principal owned properties and locations, checking security of buildings and other locations as required.

10.4 Static Security Guarding & Event Guarding

On-site security guards that will provide protection for people and property. Moreover as an ad-hoc or specific planned one-time security for events within the Principal's boundaries, providing a visible presence as required including; ensuring public safety, providing way-finding services and maintaining proactive and considerate assistance to the public and event organisers.

10.5 Noise Control and Smokey Fires

The common requirement is for Noise Control services consistent with the requirements of sections 326, 327 and 328 of the RMA, responding to approximately 6000-8000 noise complaints per annum with response times to investigations of less than 45 minutes for all areas. Utilisation of a regionally located control room with abilities for GPS tracking is a pre-requisite. The Contractor is to provide locksmith services where entry into unoccupied premises is required.

The Contractor shall provide noise control services in terms of Section 327 and 328 of the Resource Management Act 1991 within all areas of the Taupō District.

10.5.1 Enforcement

For excessive noise complaints, the Contractor shall carry out the duties of an Enforcement Officer in terms of Section 326, 327 and 328 of the Resource Management Act 1991 and provide all necessary personnel, services and vehicles to carry out such enforcement. Such enforcement shall be carried out within the prescribed timeframes.

For smoky fire complaints the Contractor shall carry out the duties of an Enforcement Officer in terms of Section 33 to 34 of the Health Act 1956 and provide all necessary personnel, services and vehicles to carry out such enforcement. Such enforcement shall be carried out within the prescribed timeframes.

The Contractor (or the Enforcement Officer on duty) must be contactable by cell phone at all times. The cell phone number shall remain the same at all times.

All vehicles used by the Contractor (or Enforcement Officer on duty) in providing the noise control service must be fitted with a Global Positioning System (GPS) vehicle tracking system approved by the Council and system access given to the Council, plus display clear markings that the vehicle is being used for "Noise & Animal Control" on behalf of the Council.

The Contractor (or Enforcement Officer on duty) must either be:

- (a) The holder of a licence as a property guard issued under section 34 of the Private Security Personnel and Private Investigators Act 2010, or
- (b) Employed by a person authorised under paragraph (a) and who is;
 - i. The holder of a certificate of approval issued under section 40 of the Private Security Personnel and Private Investigators Act 2010, or
 - ii. A person in respect of whom permission has been granted under section 37 of the Private Security Personnel and Private Investigators Act 2010.

The Contractor (or Enforcement Officer on Duty) must hold a current Warrant of Appointment issued by the Taupō District Council. This Warrant must be carried at all times by the Contractor (or Enforcement Officer on Duty) and presented upon request.

10.5.2 Reporting

The Contractor shall provide the Council with electronic reports on each complaint received. These reports shall be furnished immediately following the callout and sent to the Council through the online method requested.

The report shall detail the following information:

- (a) Name, address and telephone details of complainant;
- (b) Address of the property from which the noise or smoke is emanating;
- (c) Name, address, telephone number and date of birth of person(s) responsible;
- (d) Description of noise or smoke;
- (e) Date and time call received, time arrived at location, time left location; (in chronological order)
- (f) Action taken (specify if equipment seized).
- (g) Photo's documenting any smoke nuisance or other relevant evidence that may be used for evidential purposes in Court.

The form of reporting will be by agreement with Taupō District Council and will include the use of electronic forms that will require the Contractor to have access to mobile electronic devices.



No payments shall be made to the Contractor under this Contract until reports pertaining to the complaints investigated by the Contractor during that month have been received by Council.

The Council's Customer Services staff or Council's Regulatory Services Staff will advise of noise complaints.

No complaints shall be actioned unless received from the Council's Customer Service staff or Councils Regulatory Services Staff. No payment will be made by the Council for complaints actioned without being reported by Council's Customer Service staff or Councils Regulatory Services Staff.

Under no circumstances shall the Contractor or the Enforcement Officer disclose the identity of the complainant. The complainant may be contacted by telephone by the Contractor if necessary, but under no circumstances shall the Contractor or Enforcement Officer visit the complainant's address without permission from the complainant.

The Contractor will act at all times in accordance with the Council's Vision & Values statement and deliver quality customer service, dealing with customers in a polite manner, introduce themselves and explain the reason for their presence and action taken.

The Contractor shall report to the Compliance Supervisor, all matters pertaining to noise control. Reports will be in electronic form with daily incident reports and monthly summary reports with statistical analysis.

The Contractor shall leave at each property that has been issued an Excessive Noise Direction Notice a copy of the notice, with the Occupier if practicable.

The duplicated copy of each Excessive Noise Direction Notice issued shall be delivered to the Council the next working day.

Once an Excessive Noise Direction notice has been issued, if there is a further call out to the property within 72 hours from the Excessive Noise Direction notice being issued, and the noise is deemed to be excessive, the equipment causing the nuisance shall be seized and removed from the property where practicable or disabled.

If the noise making device is to be seized, this shall be done with a Police Officer present.



If the noise making device to be seized is a stereo unit, the entire unit shall be uplifted.

All seized property shall be delivered to the Council Office on the first working day after the property was seized with that property clearly labelled as to where it was seized from and who the owner is believed to be.

All infringements, including fees from the property being seized or resulting from any prosecution or action brought pursuant to the provisions of the Resource Management Act 1991 shall be retained by the Taupō District Council.

10.6 Animal Control

The Contractor shall provide animal control services in accordance with the Dog Control Act 1996, Impounding Act 1955 and Council Bylaws within all areas of the Taupō District.

10.6.1 Enforcement

The Contractor shall carry out the duties of an Animal Control Officer when required by the Regulatory team and shall only perform the duties as per advice by the on-call compliance officer. The Contractor shall also carry out the duties in accordance with the Dog Control Act 1996, Impounding Act 1955 and Council Bylaws and provide all necessary personnel, services and vehicles to carry out such enforcement. Such enforcement shall be carried out within the prescribed timeframe.

The Contractor (or the Enforcement Officer on duty) must be contactable by cell phone at all times. The cell phone number shall remain the same at all times.

All vehicles used by the Contractor (or Enforcement Officer on duty) in providing the animal control service must be fitted with a Global Positioning System (GPS) vehicle tracking system's approved by the Council and system access given to the Council.

The Contractor (or Enforcement Officer on Duty) must hold a current Warrant of Appointment issued by the Taupō District Council. This Warrant must be carried at all times by the Contractor (or Enforcement Officer on Duty) and presented upon request.

Animal Control after hour's enforcement includes the following:

- Dog Attacks
- Aggressive/menacing dogs
- Barking complaints
- Roaming dogs
- Roaming stock

All dog's or stock seized must be secured at the Taupō Dog Pound immediately after the seizure.

10.6.2 Reporting

The Contractor shall provide the Council with electronic reports on each complaint received. These reports shall be furnished immediately following the callout and sent to the Council through the online method requested.

The report shall detail the following information:

- (a) Name, address and telephone details of complainant;
- (b) The location of the incident;
- (c) Name, address, telephone number and date of birth of person(s) responsible;
- (d) Description of the animal(s), including (where applicable), animal species, animal breed, name, registration number and microchip number;
- (e) Date and time call received, time arrived at location, time left location; (in chronological order)
- (f) Where applicable statements from, complainant(s), victim(s), witness(s), and owner or person(s) in charge of the animal(s);
- (g) Action taken;
- (h) Name of the Enforcement Officer.
- (i) Photo's documenting any evidence of the incident that may be needed for evidential purposes in Court

The form of reporting will be with agreement with Taupō District Council and will include the use of electronic forms that will require the Contractor to have access to mobile electronic devices.

No payments shall be made to the Contractor under this Contract until reports pertaining to the complaints investigated by the Contractor during that month have been received by Council.

The Council's Contact Centre staff or Councils Regulatory Services Staff will advise of animal control complaints.

No complaints shall be actioned unless received from the Council's Customer Service staff or Councils Regulatory Services Staff. No payment will be made by the Council for complaints actioned without being reported by Council's Customer Service staff or Councils Regulatory Services Staff.

The Contractor will act at all times in accordance with the Councils Vision & Values statement and deliver quality customer service, dealing with customers in a polite manner, introduce themselves and explain the reason for their presence and action taken.

Under no circumstances shall the Contractor or the Enforcement Officer disclose the identity of the Complainant. The Complainant may be contacted by telephone by the Contractor if necessary, but under no circumstances shall the Contractor or Enforcement Officer visit the Complainant's address without permission from the Complainant.

The Contractor shall report to the Compliance Supervisor all matters pertaining to animal control.

The Contractor shall leave at each property a notice informing the animal(s) owner(s) of any animal seizure.

The duplicated copy of each notice issued shall be delivered to the Council the next working day unless an electronic form is used and delivered to Council.

All infringements, including fees from the animal being seized or resulting from any prosecution or action brought pursuant to the provisions of the Dog Control Act 1996, Impounding Act 1955, Council Bylaws shall be retained by the Taupō District Council.

10.7 Regulatory Services

The Contractor shall provide enforcement for freedom camping in accordance with the Freedom Camping Act 2011, Reserves Act 1977 and Council Bylaws within all areas of the Taupō District.

Parking enforcement, animal control services, public space patrolling or other regulatory functions. Requirements may be varied and are likely to be agreed with each Principal on an individual basis.

10.7.1 Enforcement

The Contractor shall carry out the duties of an Enforcement Officer in accordance with the Freedom Camping Act 2011, Reserves Act 1977, and Council Bylaws and provide all necessary personnel, services and vehicles to carry out such enforcement. Such enforcement shall be carried out within the prescribed time.

The Contractor (or the Enforcement Officer on duty) must be contactable by cell phone at all times. The cell phone number shall remain the same at all times.

All vehicles used by the Contractor (or Enforcement Officer on duty) in providing the freedom camping service must be fitted with a Global Positioning System (GPS) vehicle tracking system's approved by the Council and system access given to the Council.

The Contractor (or Enforcement Officer on Duty) must hold a current Warrant of Appointment issued by the Taupō District Council. This Warrant must be carried at all times by the Contractor (or Enforcement Officer on Duty) and presented upon request.

10.7.2 Reporting

The Contractor shall provide the Council with electronic reports on each complaint received. These reports shall be furnished immediately following the callout and sent to the Council through the online method requested.

The report shall detail the following information:

- (a) Name, address and telephone details of complainant;
- (b) The location of the incident;
- (c) Name, address, telephone number and date of birth of person(s) responsible;
- (d) Description of the vehicle, location and offence
- (e) Date and time call received, time arrived at location, time left location; (in chronological order)
- (f) Where applicable statements from, complainant(s), victim(s), witness(s), and owner or person(s) in charge of the vehicle
- (g) Action taken;
- (h) Name of the Enforcement Officer.
- (i) Photo's documenting any evidence of the incident that may be needed for evidential purposes in Court

The form of reporting will be by agreement with Taupō District Council and will include the use of electronic forms that will require the Contractor to have access to mobile electronic devices.

No payments shall be made to the Contractor under this Contract until reports pertaining to the complaints investigated by the Contractor during that month have been received by Council.

The Council's Contact Centre staff or Councils Regulatory Services Staff will advise of Freedom camping complaints.

No complaints shall be actioned unless received from the Council's Customer Service staff or Councils Regulatory Services Staff. No payment will be made by the Council for complaints actioned without being reported by Council's Customer Service staff or Councils Regulatory Services Staff.

The Contractor will act at all times in accordance with the Councils Vision & Values statement and deliver quality customer service, dealing with customers in a polite manner, introduce themselves and explain the reason for their presence and action taken.

Under no circumstances shall the Contractor or the Enforcement Officer disclose the identity of the Complainant. The Complainant may be contacted by telephone by the Contractor if necessary, but under no circumstances shall the Contractor or Enforcement Officer visit the Complainant's address without permission from the Complainant.

The Contractor shall report to the Compliance Supervisor, all matters pertaining to freedom camping.

The Contractor shall leave an infringement notice informing the vehicle or occupant of the offence.

The duplicated copy of each notice issued shall be delivered to the Council the next working day unless an electronic form is used and delivered to Council.

All infringements, or resulting from any prosecution or action brought pursuant to the provisions of the Freedom Camping Act 2011, Reserves Act 1977, and Council Bylaws shall be retained by the Taupō District Council

The successful organisation must show experience and expertise in delivering all of the work streams and a track record of exemplary customer service. Where subcontractors are to be used, the same requirements to perform will apply.

NOTE: Submissions offering only SOME of the required Services will NOT be considered. The Principals are looking for unified service delivery. For this reason Joint Ventures or Subcontracting to ensure service delivery across all of the Taupo District and Services is encouraged.



11.0 Schedule of Activities

11.1 Security Patrol, Mobile Guarding & Alarm Response Services

The Contractor may be required to unlock and disarm buildings for contractors on the weekends, then rearm and lock when required by the Principal. The cost for this job shall be included in the tender rate.

AREA	Activities	Frequency	Timing
1.0 MAIN OFFICE			
1.1 Administrative Services	Physical 3 separate alarm zones within this building. Each zone is to be checked and armed. Walk through building ensuring all windows and specific doors are secured. Ensure that all Principal employees have vacated the building before setting the alarm in each zone. Note: Specific internal doors must be secured before alarms can be set.	Once per night	<u>Monday to Friday</u> No earlier than 6:30pm and no later than 9:30pm
	Visual External check of this building. Record and report any irregularities.	Once per night	<u>Monday to Friday</u> Random between 7.30pm and 6.00am
		Three times in 24 hours	Weekends and Public Holidays Random visits
	Physical Unset all three alarm zones in this building	Once per day	<u>Monday to Friday</u> No earlier than 6:00am and no later than 6:30am
	Cash & Valuables Collection & Transportation Collection of cash and valuables and secure transportation to the Principal's banking provider.	5 days a week	<u>Monday to Friday</u> No earlier than 8:30am and no later than 10:00am
	Alarm Response Service First point of contact if alarm is activated after hours and weekends if there is no event.	When alarm is activated	<u>7 Days a week</u>
Static Guard On-site security guards to provide protection for employees, including public and property.	As required		

1.2 Community & Recreation Annex	Physical Walk through building ensuring all windows and specific doors are secured Ensure that all Principal employees have vacated the building before setting each alarm. Alarm building Note: Specific internal doors must be secured before alarms can be set	Once per night	<u>Monday to Friday</u> No earlier than 6:30pm and no later than 9:30pm
	Visual External check of this building Record and report any irregularities.	Once per night	Monday to Friday Random between 7.30pm and 6.00am
		Three times in 24 hours	Weekends and Public Holidays Random visits
	Physical Unset the alarm in this building	Once per day	<u>Monday to Friday</u> No earlier than 6:00am and no later than 6:30am
1.3 Information Services Annex	Physical Walk through building ensuring all windows and specific doors are secured Ensure that all Principal employees have vacated the building before setting each alarm. Note: Specific internal doors must be secured before alarms can be set	Once per night	<u>Monday to Friday</u> No earlier than 6:30pm and no later than 9:30pm
	Visual External check of this building Record and report any irregularities.	Once per night	Monday to Friday Random between 7.30pm and 6.00am
		Three times in 24 hours	Weekends and Public Holidays Random visits
	Physical Unset all the alarm in this building	Once per day	<u>Monday to Friday</u> No earlier than 6:00am and no later than 6:30am
1.4 Principal Car Park	Physical Walk through the car park ensuring that all vehicles are secure. Secure main gate before departing site.	Once per night	<u>Monday to Friday</u> No earlier than 6:30pm and no later than 9:30pm
	Visual Check that gates are secure. Record and report any irregularities.	Once per night	Monday to Friday Random between 7.30pm and 6.00am
		Three times in 24 hours	Weekends and Public Holidays Random visits

	Physical Unlock both the main gate and the secondary steel gate	Once per day	<u>Monday to Friday</u> No earlier than 6:00am and no later than 6:30am
2.0 Parks and Reserves Offices (Taupō Depot) Manuka Street			
	Physical Check front entrance to offices to ensure it is secure. Check for open windows. Check that the rear entrance and windows are secure. Lock the main gate	Once per night	<u>Monday to Friday</u> No earlier than 6:30pm and no later than 9:30pm
	Visual Illuminate from vehicles – check and report any irregularities	Once per night	<u>Monday to Friday</u> Random between 7.30pm and 6.00am
		Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits
	Alarm Response Service First point of contact if alarm is activated after hours and weekends if there is no event.	When alarm is activated	<u>7 Days a week</u>
	Static Guard On-site security guards to provide protection for employees, including public and property.	As required	
3.0 Archive Centre 11 Manuka Street			
	Physical Check all doors and windows to the offices to ensure they are secure. Record and report any irregularities.	Once per night	<u>Monday to Friday</u> No earlier than 6:30pm and no later than 9:30pm
	Visual Illuminate from vehicles – check and report any irregularities	Once per night	<u>Monday to Friday</u> Random between 7.30pm and 6.00am
		Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits

**4.0 Events Centre
AC Baths Ave**

<p>Physical</p> <p>Drive to Public entrance</p> <p>Perform a walk by check of the self opening doors to ensure they are secure</p> <p>Check surrounding windows including louvers to ensure these are secure</p> <p>Perform visual check of the Events Centre building facing the main car park.</p> <p>Physically check all entrances on the AC Baths Avenue end and the Spa Road side of the building. This includes the ground and first floor doors and the roller door access to the building</p> <p>Proceed to the pools end of the building [gravel drive accessed off Spa Road]</p> <p>Perform a physical check of the deck area associated doors and windows</p> <p>Proceed to Pools rear access checking doors into the indoor pool facility. Perform a physical check of the fence line and pump shed access gate via sealed driveway northeast side of Indoor Pool.</p>	<p>Once per night</p>	<p>7 Days a week</p> <p>No earlier than 10.00pm and no later than 10.30pm</p>
<p>Visual</p> <p>Following the same route as for the first check. Illuminate from vehicles – check and report any irregularities</p>	<p>Twice per night</p>	<p>7Days a week</p> <p>Random between 12am and 6.00am</p>
<p>Cash & Valuables Collection & Transportation</p> <p>Collection of cash and valuables and secure transportation to the Main office.</p>	<p>5 days a week</p>	<p>Monday to Friday</p> <p>No earlier than 8:30am and no later than 10:00am</p>
<p>Alarm Response Service</p> <p>First point of contact if alarm is activated after hours and weekends if there is no event.</p>	<p>Whenever alarm is activated</p>	<p>7 Days a week</p>
<p>Static Guard</p> <p>On-site security guards to provide protection for employees, including public and property.</p>	<p>As required</p>	

**5.0 Venture Centre
Spa Road**

<p>Physical</p> <p>Walk through the car park insuring that all vehicles are secure.</p> <p>Secure main gate before departing site.</p>	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	<p>Visual</p> <p>Illuminate from vehicles – check and report any irregularities</p>	Once per night
	Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits

6.0 Owen Delany Park and Grandstand Owen Delany Drive

<p>Physical</p> <p>Check that the main gate and public entry gates to the sports ground are secure.</p> <p>Check that the ablution block is secure</p>	Twice per night	7 Daysperweek Random between 10.00pm and 6.00am
	<p>Visual</p> <p>Perform a visual inspection of the following locations within the park complex</p> <ul style="list-style-type: none"> • Entrance gates • Grandstand Bldgs of main stadium • Netball Courts and buildings • Veladrome/cycle track • Gymnastics and Rugby Club buildings • Civil Defence and Principal Storage buildings • Water management pond gates <p>Record and report any irregularities.</p>	Twice per night
<p>Alarm Response Service</p> <p>First point of contact if alarm is activated after hours and weekends if there is no event.</p>	When alarm is activated	<u>7 Days a week</u>
<p>Static Guard</p> <p>On-site security guards to provide protection for employees, including public and property.</p>	As required	

7.0 Taupō Dog Pound/SPCA Owen Delany Drive

<p>Physical</p> <p>Check front entrance to offices to ensure it is secure. Check for open windows.</p> <p>Complete external inspection of the building ensuring</p>	Twice per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
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that the gates are locked and the fence is intact. Inspection of the building shall be done to include around the back area of the pound through left side.	Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits
Visual Illuminate from vehicles – check and report any irregularities.	Twice per night	<u>MondaytoFriday</u> Randombetween 7.30pm and 6.00am

8.0 Taupō Library, Great Lake Centre and Visitors Centre (i-Site) Story Place

Physical Check the exterior of this complex including all doors and windows. Record and report any irregularities. Lock up venue if event has a late pack out, after midnight	Once per night	<u>7Daysperweek</u> Random between 6.00pm and 10.00pm
Visual External check of these buildings. Record and report any irregularities.	Twice per night	<u>MondaytoFriday</u> Random between 10.00pm and 6.00am
	Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits
Cash & Valuables Collection & Transportation Collection of cash and valuables and secure transportation to the Main office.	5 days a week	<u>Monday to Friday</u> No earlier than 8:30am and no later than 10:00am
Alarm Response Service First point of contact if alarm is activated after hours and weekends if there is no event.	When alarm is activated	
Static Guard On-site security guards to provide protection for employees, including public and property.	As required	
Physical Lock up venue if event has a late pack out, after midnight	As required	

9.0 Taupō Museum Story Place

<p>Physical</p> <p>Check the exterior of this building including all doors and windows.</p> <p>Record and report any irregularities.</p> <p>Visual</p> <p>External check of these buildings. Record and report any irregularities.</p> <p>Cash & Valuables Collection & Transportation</p> <p>Collection of cash and valuables and secure transportation to the Main office.</p> <p>Alarm Response Service</p> <p>First point of contact if alarm is activated after hours and weekends if there is no event.</p> <p>Static Guard</p> <p>On-site security guards to provide protection for employees, including public and property.</p>	Once per night	<u>7Daysperweek</u> Random between 6.30pm and 10.00pm
	Twice per night	<u>MondaytoFriday</u> Random between 10.00pm and 6.00am
	Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits
	5 days a week	<u>Monday to Friday</u> No earlier than 8:30am and no later than 10:00am
	Whenever alarm is activated	<u>7 Days a week</u>

10.0 Taupō Water Treatment Plant Lake Terrace

<p>Physical</p> <p>Check the exterior of this complex including all doors and windows.</p> <p>Record and report any irregularities.</p> <p>Visual</p> <p>External check of this building. Record and report any irregularities.</p>	Once per night	<u>7Daysperweek</u> Random between 6.00pm and 10.00pm
	Once per night	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am
	Three times in 24 hours	<u>Weekends and Public Holidays</u> Random visits

11.0 Taupō Waste Water Treatment Plant Motutahe Street		
	Physical Check the exterior of this complex including all doors and windows. Record and report any irregularities.	Once per night <u>7Daysperweek</u> Random between 6.00pm and 10.00pm
	Visual External check of this building. Record and report any irregularities.	Twice per night <u>MondaytoFriday</u> Random between 10.00pm and 6.00am
		Three times in 24 hours <u>Weekends and Public Holidays</u> Random visits
12.0 Waitahanui Hall		
	Physical Check all doors and windows to the offices to ensure they are secure. Record and report any irregularities.	Three times per night <u>Mondayto Friday</u> No earlier than 6.00pm and random visits thereafter <u>Weekends and Public Holidays</u> Random visits
13.0 Taupō Cemetery Rickit Street		
	Physical Drive through Cemetery grounds conduct and visual check. Report unusual activity as necessary.	Three times per night <u>7Daysperweek</u> Random between 10.30pm and 6.00am
14.0 Riverside Park Redoubt Street <i>(This excludes specific events organized by either by the Principal or Private promoters)</i>		
	Physical - During the night Ensure river side fence line is intact and secure. Check that the public entry gates to the park are secure During the day - Ensure river side fence line is intact and secure.	Twice per night <u>7Daysperweek</u> Random between 10.30pm and 6.00am
		Twice per day 6.00am and 10.30pm
15.0 Lakeside Reserve <i>(from Yacht Club along Ferry Road and Lake Terrace to the end of Lakeside fence opposite the Principal's main office excluding specific events organized by either by the Principal or Private promoters)</i>		

	<p>Physical</p> <p>To maintain a profile in these areas in an effort to control prevent offending in terms of:</p> <p>Breach of the Peace Assault Endangering Transport Intentional Damage and Litter Offences. Preventing public climbing the lake side barrier fence and placing themselves at risk</p>	Three times in 24 hours	<p>Thursday, Friday <u>SaturdayNights</u> Between 10.30pm and 3.30am</p>
16.0 Spa Thermal Park County Avenue			
	<p>Physical</p> <p>Ensure public have vacated area, lockup and secure the gate.</p>	Once per night	<p><u>7Daysperweek</u> No earlier than 8.00pm and no later than 9.00pm</p>
17.0 Hickling Park Tauhara Road			
	<p>Physical - During the night</p> <p>Ensure that the complex fence line is intact and secure. Check that the public entry gates to the park are secure.</p>	Twice per night	<p><u>7Daysperweek</u> Random between 10.30pm and 6.00am</p>
18.0 Kaimanawa Reserve Roberts Street			
	<p>Physical - During the night</p> <p>To maintain a profile in these areas in an effort to control & prevent offending in terms of:</p> <p>Breach of the Peace Assault Endangering the public and Litter Offences.</p>	Twice per night	<p><u>7Daysperweek</u> Random between 10.30pm and 6.00am</p>
19.0 Nukuhau Reserve, Boat Harbour Nobel Street			
	<p>Physical</p> <p>Ensure public have vacated building and lockup & secure the area.</p>	Twice per night	<p><u>7Daysperweek</u> Random between 10.30pm and 6.00am</p>
21.0 Wharewaka Reserve			

	Physical Check that the main gate and public entry gates to the reserve are secure. Lock up and secure the gate	Twice per night	<u>7Daysperweek</u> Random between 10.30pm and 6.00am
22.0 Hot Water Beach Lake Terrace			
	Physical - During the night To maintain a profile in these areas in an effort to control & prevent offending in terms of: Breach of the Peace Assault Endangering the public and Litter Offences.	Twice per night	<u>7Daysperweek</u> Random between 10.30pm and 6.00am
23.0 Taupō Toilets			
23.1 Taupō Boat Harbour	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.2 Tongariro North Domain	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.3 Riverside	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.4 Spa Park	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.5 Hickling Park	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.6 Skate Park	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building between 11:0 pm & Midnight

23.7 Nukuhau Boat Harbour	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building between 11:0 pm & Midnight
23.8 Five Mile Bay	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.9 Wharewaka	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.10 Three Mile Bay	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.11 Two Mile Bay	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building No earlier than 7.30pm & 8:00pm during winter and 8:30pm-9pm during summer
23.12 Hot Water Beach	Physical Ensure public have vacated building and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building between 11:0 pm & Midnight
23.13 Kaimanawa Reserve including Pavilion	Physical Ensure public have vacated building (Pavilion) and lockup & secure the area.	Once per night	<u>7 Days per week</u> Lock up the building between 11:0 pm & Midnight
24.0 Turangi Area			
24.1 Turangi Service Centre	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am
24.2 Turangi Library	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am

24.3 Turangi Aquatic Centre	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am
24.4 Turangi Depot	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am
24.5 Turangi Dog Pound	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am
24.6 Turangi Water Treatment Plant	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am
24.7 Turangi Town Centre	Physical Check the exterior of this building including all doors and windows. Record and report any irregularities.	Three times per night	7 hours on Sunday, Monday , Tuesday, Wednesday starting either 8pm or 9pm and finishing at 3am or 4am and 8 hours Thursday Friday and Saturday starting 8pm to 4am

25.0 Mangakino Area

25.1 Mangakino Service Centre	Alarm Response Service	As required	<u>7 Days per week</u> From 4.30pm through to 8.00am weekdays & all day at weekends
25.2 Mangakino Service Centre	Cash & Valuables Collection & Transportation	Monday	<u>5 Days per week</u> After 12pm
25.3 Mangakino Depot & Refuse Transfer	Alarm Response Service	As required	<u>7 Days per week</u>

26.0 TDC LEASED OFFICES

26.1 46 Horomatangi Street	Physical Each zone is to be checked and armed. Walk through building ensuring all windows and specific doors are secured. Ensure that all Principal employees have vacated the building before setting the alarm in each zone. Note: Specific internal doors must be secured before alarms can be set	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	Visual External check of this building. Record and report any irregularities.	Once per night Three times in 24 hours	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am <u>Weekends and Public Holidays</u> Random visits
	Cash & Valuables Collection & Transportation Collection of cash and valuables and secure transportation to the Main office.	5 days a week	<u>Monday to Friday</u> No earlier than 8:30am and no later than 10:00am
	Physical Unset all three alarm zones in this building	Once per day	<u>MondaytoFriday</u> No earlier than 6.00am and no later than 6.30am
26.2 86 Ruapehu Street	Physical Walk through building ensuring all windows and specific doors are secured	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	Visual External check of this building Record and report any irregularities.	Once per night	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am <u>Weekends and Public Holidays</u>
26.3 14 Ruapehu Street	Physical Walk through building ensuring all windows and specific doors are secured	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	Visual External check of this building Record and report any irregularities.	Once per night	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am <u>Weekends and Public Holidays</u>

26.4 12 Taniwha Street	Physical Walk through building ensuring all windows and specific doors are secured	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	Visual External check of this building Record and report any irregularities.	Once per night	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am <u>Weekends and Public Holidays</u>
26.5 111 Heuheu Street	Physical Walk through building ensuring all windows and specific doors are secured	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	Visual External check of this building Record and report any irregularities.	Once per night Three times in 24 hours	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am <u>Weekends and Public Holidays</u> Random visits
	Physical Walk through the car park ensuring that all vehicles are secure.	Once per night	<u>Monday toFriday</u> No earlier than 6:30pm and no later than 9:30pm
26.6 107 Heuheu Street	Physical Walk through building ensuring all windows and specific doors are secured	Once per night	<u>MondaytoFriday</u> No earlier than 6.30pm and no later than 9.00pm
	Visual External check of this building Record and report any irregularities.	Once per night	<u>MondaytoFriday</u> Random between 7.30pm and 6.00am <u>Weekends and Public Holidays</u>

11.2 Noise Control and Smokey Fires Services

The Contractor is required to respond to all complaints within 60 minutes. The service will be available from;

- (a) 5pm to 8.30am the next day, Monday to Thursday.
- (b) 5pm Friday to 8:30 am on Monday.
- (c) 24 hours on every Saturday, Sunday, statutory and public holidays.

(d) From time-to-time 8.30am to 5pm on any weekday as cover for Council Officers.

11.3 Animal Control Services

The Contractor is required to respond to all complaints within 60 minutes when requested by the on call Compliance officer. The service will be available from;

(a) 5pm to 8.30am the next day, Monday to Thursday.

(b) 5pm Friday to 8:30 am on Monday.

(c) 24 hours on every Saturday, Sunday, statutory and public holidays.

(d) From time-to-time 8.30am to 5pm on any weekday as cover for Council Officers.

11.4 Regulatory Services

11.4.1 Ensure that any freedom camping is in accordance with the Freedom Camping Act 2011, Reserves Act 1977 and Freedom Camping Bylaw. Campers not complying are either removed or infringed in accordance with the Freedom Camping Act.

11.4.2 Physically check Reids Farm twice per night from October to April and ensure that there are no fires or alcohol during the liquor ban.

11.4.3 Physically check and remove campers out of all Principal's reserves and carparks, twice per night.

The Contractor is required to respond to all complaints within 60 minutes. The service will be available from;

(a) 5pm to 8.30am the next day, Monday to Thursday.

(b) 5pm Friday to 8:30 am on Monday.

(c) 24 hours on every Saturday, Sunday, statutory and public holidays.

(d) From time-to-time 8.30am to 5pm on any weekday as cover for Council Officers.

11

PRICING

Please find attached our pricing schedule



Please note that I have not put down pricing per building for alarm response as this is impossible to be accurate but have submitted pricing for alarm activations in the sub total columns

In the regulatory pricing please note that this includes Reids farm checks from October to April and the full time static from the 27th Dec – 3rd January

Please note this price includes all the NTTs submitted during the tender process and have attached them at the end

We confirm that we attended the Site inspection as required for the Tender



		
	Director	Director
Phone		Phone 
Email:		Email: 
	Fax: 	Taupo
www.senjosecurity.co.nz		

12.0 Schedule of Prices

- 12.1 The price takes into account all of the requirements set out in the Schedule of Activities in Section 11
- 12.2 All prices are to be GST exclusive.
- 12.3 The amounts in the Schedule of Tendered Prices shall include full allowance for all on-site overheads and for all off-site overheads, whether time related or not, and profit which the contract will require if the quantity of any item in the Schedule of Tendered Prices is adjusted
- 12.4 Tender for Alarm, Security and Mobile Guarding Services:

Area	Facilities/Location	Alarm Response Services			Security Patrol and Mobile Guarding Services		
		Monthly	Annually	Total in 3 years	Monthly	Annually	Total in 3 years
Taupō Area	Main Building						
	Community & Recreation Annex Building						
	Information & Recreation Annex Building						
	Car Park						
	Parks & Reserves Offices (Taupo Depot)						
	Archive Centre						
	Events Centre & AC Baths						
	Venture Centre						
	Owen Delany Park and Grandstand						
	Dog Pound/SPCA						
	Taupō Public Library						
	Taupō i-Site						
	Great Lake Centre						
	Museum						
	Taupō Water Treatment Plant						
	Taupō Waste Water Treatment Plant						
	Waitahanui Hall						
Taupō Cemetery							
Riverside Park							

	Lakeside Reserve							
	Spa Park							
	Hickling Park							
	Kaimanawa Reserve							
	Nukuhau Reserve, Boat Harbour							
	Wharewaka Reserve							
	Hot Water Beach							
	Public Conveniences							
	Boat Harbour							
	Tongariro North Domain							
	Riverside							
	Spa Park							
	Hickling Park							
	Skate Park							
	Nukuhau Boat Harbour							
	Five Mile Bay							
	Wharewaka							
	Three Mile Bay							
	Two Mile Bay							
	Hot Water Beach							
	Kaimanawa Reserve							
TDC Leased Offices	46 Horomatangi St.							
	86 Ruapehu St.							
	14 Ruapehu St							
	12 Taniwha St.							
	111 Heuheu St.							
	107 Heuheu St.							
Sub- Total – Taupō Area								
Turangi Area	Service Delivery Centre							
	Turangi Public Library							
	GETAC							
	Turangi Depot							
	Turangi Waste Water Treatment Plant							
	<i>Turangi Town Centre (including Turangi i-Site, Senior Citizens Hall, Turangi Town Toilet, Turangi Gymnasium)</i>							
Sub-Total Turangi Area								
	Service Delivery Centre							
Sub- Total Mangakino Area								
Total Amount								

12.5 Schedule of Rates for Noise Control & Smokey Fires Services Taupō Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.6 Schedule of Rates for Noise Control & Smokey Fires Services Turangi Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.7 Schedule of Rates for Animal Control Services Taupō Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.8 Schedule Rates for Animal Control Services Turangi Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.9 Schedule of Rates for Regulatory Services (Taupō Area)

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

please note above includes
feeds farm checks from Oct - April
and static guard from Dec 27th -
Jan 3rd



12.10 Schedule of Rates for Regulatory Services Turangi Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.11 Schedule Rates for Cash & Valuables Collection and Transportation

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.12 Schedule Rates for Event Guarding Services

Hourly Rate	\$	[REDACTED]
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12.13 Schedule of Rates for Noise Control & Smokey Fires Services Mangakino Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.14 Schedule Rates for Animal Control Services Mangakino Area

Monthly Rate	\$	[REDACTED]
Annual Rate	\$	[REDACTED]
Total in three years	\$	[REDACTED]
Alternative call-out rate	\$	[REDACTED]

12.15 *Schedule of Rates for Regulatory Services Mangakino Area*

<i>Monthly Rate</i>	\$	████████	_____
<i>Annual Rate</i>	\$	████████	_____
<i>Total in three years</i>	\$	████████	_____
<i>Alternative call-out rate</i>	\$	████████	_____

Contractors may add any other Hourly Rates which they feel will assist in calculating future additional services requested by the Principal or Principal's representative and not covered by the Contract

TAUPO DISTRICT COUNCIL COMMITMENT TO HEALTH & SAFETY

Taupo District Council wants to work with contractors who support health and safety practices that are not going to put themselves or others at risk. The Health and Safety at Work Act 2015 (HSWA Act) places a duty on a "person conducting a business or undertaking" (PCBU) to take all reasonably practicable steps to ensure that contractors, subcontractors and their workers are not harmed while undertaking any work.

Taupo District Council will assist contractors in the understanding of health and safety practices and to work together to consult, co-operate and coordinate on risk management. We need to work together to prevent harm to our workers.

WHO IS A PCBU?

Your business/organisation is a 'person conducting a business or undertaking' or 'PCBU', whether you are alone or with others, or whether or not conducted for profit or gain.

RESPONSIBILITIES OF A PCBU

All PCBUs have a primary duty of care to ensure, as far as reasonably practicable, the health and safety of all who work or do activities for the PCBU.

A PCBU also needs to ensure the health and safety of other people is not put at risk from the work carried out. PCBUs must as far as reasonably practicable:

- Protect safety and health of all workers;
- Maintain a health and safety system relevant to the risks within their business;
- Monitor health and safety performance.

WHO IS A WORKER?

All employees are considered 'workers' under the HSWA Act. This includes but is not limited to all employees, employees of contractors and subcontractors, and any labour hires or students. Even volunteers who work for you on a regular permanent basis will now be known as workers.

RESPONSIBILITIES OF A WORKER

- Take reasonable care of their own health and safety
- Ensure that his or her acts or omissions do not adversely affect the health and safety of other people
- Comply, as far as reasonably able with any policies and procedures given by the PCBU relating to health and safety at the workplace that has been notified to workers.

CONSULT, CO-OPERATE AND COORDINATE

Representatives, clients, contractors and subcontractors all have a primary duty of care to manage health and safety. When working with other businesses (PCBUs) there are overlapping responsibilities to manage health and safety. All PCBUs must so far as is reasonably practicable, consult, co-operate with, and co-ordinate the management of risks involved with doing the work.

The following are some areas to think about and discuss:

- Plan ahead. Think about stages of your work and who may/will be affected by it.
- Identify the risks to be managed and together agree how to control the risks and who is best placed to do so.
- Define roles, responsibilities and actions and explain these to workers and other businesses so they know what to expect.
- Continue to consult, co-operate and coordinate, including carrying out reasonable and proportionate monitoring to ensure health and safety is maintained.

Implementing or addressing the following points will help PCBUs meet their overlapping duties:

- Ensure that nominated contractors are provided with copies of all relevant health and safety documentation or rules of the place of work to inform them of the standards expected.
- Periodically monitor contractor compliance with the health and safety documentation to ensure contractors are meeting their obligations, and working in a safe manner and in accordance with their respective safety management systems.
- Ensure records are retained in the event there is a requirement to address any non-conformances with agreed safety systems and relevant health and safety documentation.

IDENTIFY, ASSESS AND MANAGE WORK RISKS

Different businesses will have different health and safety risks; it all depends on the type of work you do. A healthy and safe workplace starts with identifying and understanding what your work-related health and safety risks are, particularly those that have the potential to cause people serious injury or illness. It then involves doing what is reasonable, what is practical and what you are able to do to eliminate or, where they can't be eliminated, minimize those risks.

COUNCIL'S CRITICAL RISKS

Critical Risks are the risks that have potential to cause serious harm to our workers or to the public. Critical Risks identified in contracts must be managed with the appropriate control measures approved and signed off by the Council Contractor Manager.

There are a number of critical risks identified across council sites. Some of these include:

- working alone/in isolation
- working in a confined space
- working at heights
- high voltage work
- exposure to hazardous substances
- asbestos
- working over or near water
- working on or near roads
- unguarded machinery
- working on or near trenches

COUNCIL'S CONTRACTOR'S PREQUALIFICATION SCHEME

To existing & new Contractors

The Taupo District Council has committed to using a pre-qualification system called SiteWise that will rate contractor's processes under the Health & Safety at Work Act 2015. This will enable Council to consider a contractor's health and safety commitment when we are awarding tenders, projects and contracts.

The aim is to protect people and organisations. It will also assist companies that are aware of the new health & safety requirements but still considering just how they fit it into their daily work commitments.

Consultants and contractors with low risk profiles (not carrying out physical work) will be exempt from participating in the Council's Contractor Prequalification Scheme.

SiteWise may also be instrumental in opening up new avenues of work that are not currently available.

SAFETY MANAGEMENT PLAN

There are various types of site-specific safety plans required for physical works, e.g. full site specific safety plans, tailgates,

a job safety assessment (JSA), safe work method statements (SWMS), and permit to work (PTW) etc.

The type of information required will be dependent on the scope of works and level of risk.

Factors required in these types of documents include but are not limited to:

- policy statement
- roles and responsibilities
- identification of hazards/risks and controls for the site
- incident management and reporting
- training/competency requirements relevant to the work being done
- emergency response plan/procedure

Monitoring of health and safety performance on site needs to take place regularly during the contract period. This shall be carried out by all PCBUs involved on site.

Documenting the above for each activity will provide all relevant PCBUs with an assurance that health and safety is being managed effectively.

NOTIFIABLE WORK – WORKSAFE NZ

The Health and Safety at Work Act 2015 requires employers, as well as the person who controls a place of work, to provide at least 24 hours' notice to WorkSafe NZ of particularly hazardous work.

The contractor must follow procedures for notifiable work as required by the regulations, including 24 hour notification to WorkSafe NZ.

INDUCTION

It is the expectation of Taupo District Council that contractors receive an induction specific to the work they will be undertaking prior to commencing works. This will be completed by the Council's Contract Manager and during this process you will be asked questions and be informed of details about the work and the site. This induction will also establish the defined areas of work and where duties of multiple PCBU's overlap.

MONITORING DURING WORK

PCBUs have a primary duty of care to protect workers from harm.

To gain an assurance the risks are being effectively controlled, regular monitoring shall be carried out by all PCBUs on site, against the site specific safety plan/job safety assessment requirements.

How frequent or comprehensive monitoring will be, is dependent on the level of risks and the duration of the work being undertaken.

Each contractor will submit relevant information providing Taupo District Council sufficient data to measure safety performance for the duration of the contract.

Reporting Indicators for Safety Performance

Indicators provide information that can be used to assist the officers of all PCBU's (e.g. Council & Contractor and subcontractor) in maintaining effective oversight of health and safety in accordance with Officer's due diligence duties under the Health and Safety at Work Act (2015).

Active (Lead) and Reactive (Lag) Indicators

Active (Lead) indicators are focused on future safety performance and continuous improvement. These measures are active in nature and report what contractors are doing on a regular basis to prevent injuries. Reactive (Lag) indicators are used to indicate progress towards compliance with measures on numbers of personnel hurt and the severity. Reactive measures indicate failure, active indicators measure performance.

When reaching excellence in safety and health, KPI's should focus on using active indicators to drive continuous
TDC 1718/216 Security Guard, Cash Collection, Noise Control & Regulatory Services

improvement.

Active (Lead) Indicators	Reactive (Lag) Indicators
# of Inductions	# of First Aid Treatments incidents
# of Pre-start Safety Toolbox meetings	# of Medical Treatment injuries (MTI's)
# of Weekly Safety Meetings	# of Lost Time injuries (LTI's)
# of New Hazards /Risks Identified	# of Fatalities
# of Near Misses reported	# of Incidents reported to Worksafe NZ
# of incidents/ near misses investigated	# of incidents – property damage or vehicle damage
# of Corrective Actions Completed	# of personnel tested for drug and alcohol – post accident or due cause
# of checklists and inspections completed	# of incidents – environmental impact (spills, loss of containment, erosion & sediment run off)
# of audits completed	
# of site visits conducted by tier 1 and 2 Managers	
# of Risk Reviews completed	
# of Personnel Training completed	
# of Safe / Unsafe Behavioral Observations	
# of Safety Initiatives by Contractor employees	
# of Job Safety Analysis (JSA's) or Safe Work Method Statements (SWMS) completed	
# of Notifiable Work to Worksafe NZ	
# of Permit to Work completed	
% of machinery and plant guarded	
# of Trained Health & Safety Representatives as percentage of the total number of employees (%)	
# of drills completed to test emergency procedures	
Health Monitoring completed on schedule (%)	

INCIDENT REPORTING

Understanding the causes of injuries/illnesses that occur in our workplace is vital. Learnings can enable preventative steps to be taken to prevent a recurrence.

If an incident or near hit occurs, council needs to understand what occurred and how it occurred. For Moderate Incidents - (MTI and above, high potential near misses, moderate property or environmental events) Taupo District Council will expect a detailed investigation report. Lesson learnt and Safety Alerts around critical events will support the corrective actions and be shared appropriately.

Notifiable Events to Worksafe NZ

If there is a Notifiable Event Worksafe NZ must be notified. Definitions of a Notifiable Event: <http://www.worksafe.govt.nz/worksafe/notifications-forms/notifiable-events>
PCBU's must ensure they have agreed who will report Notifiable Events to Worksafe New Zealand.

Requirements for reporting on other incidents will be agreed with Council's Contract Manager /key contact person

BREACHES

Where a breach of any health, safety and environment requirements occurs, or in Taupo District Council's opinion is likely to occur, Taupo District Council may immediately suspend work.

If the breach or potential breach is the result of the action or inaction of the contractor personnel, Taupo District Council may require such personnel to be removed (temporarily or permanently) from the site. The contractor will be liable for any consequential costs incurred as a result.

DRUGS & ALCOHOL

Taupo District Council have a Drug and Alcohol Policy in place and is applicable to all workers on council sites. This includes contractors, sub-contractors and their associated employees.

The contractor shall ensure that at any time during the performance of the work, his /her personnel are neither under the influence or, nor partake of any alcoholic liquor, drug or intoxicating substance, other than for bona fide medical reasons.

The contractor will carry out a Drug and Alcohol test of a worker where there is Reasonable Cause or Post Incident where the incident has an actual or potential consequence of serious harm or significant damage to property, environment or business undertaking.

Drug and Alcohol testing to be conducted through NZDDA and will be at the expense to the Contractor.

POST CONTRACT EVALUATION

On completion of the contract, a post contract evaluation will be undertaken. The purpose of this evaluation is to establish on completion of the work how well the contractor performed in relation to Health and Safety standards. This takes into consideration Health, Safety and Environmental issues that were raised during the contract and how the contractor responded.



INSURANCES

PLEASE FIND FOLLOWING OUR PUBLIC LIABILITY AND VEHICLE INSURANCE CERTIFICATES

Our public Liability is currently covered for 5 million dollars and we will happily extend that to the required amount if we are successful with the tender



A handwritten signature in blue ink, appearing to be "M", is located in the bottom right corner of the page.

Director [Redacted] Director [Redacted]
Phone [Redacted] Phone [Redacted]
Email: [Redacted] Email: [Redacted]
Fax: [Redacted] Taupo
www.senjosecurity.co.nz



Certificate of Currency

The Policy detailed below is current to the expiry date shown:

INSURED: SENJO SECURITIES LIMITED

INTERESTED PARTIES:

POLICY NUMBER: TO BE ADVISED

PERIOD OF COVER FROM: 23/11/17 TO: 23/11/18

SUM INSURED: MOTOR VEHICLE THIRD PARTY LIABILITY

\$ [REDACTED]

INTEREST INSURED: MOTOR VEHICLE THIRD PARTY LIABILITY

SITUATED: ANYWHERE IN NEW ZEALAND

CLAUSES:

Policy subject to Vero Insurance (New Zealand) Limited / New Zealand Brokers agreed Commercial Motor Vehicle policy wording.

Date: 7/11/17

FOR THE COMPANY

[REDACTED] for [REDACTED]

Vero Insurance (New Zealand) Limited.

[REDACTED] Telephone [REDACTED]

Facsimile [REDACTED]

INSURANCE CERTIFICATE

Client No

Agent No

LegalEdge

We, the Insurers, Vero Liability Insurance Limited confirm that Public & Products Liability insurance has been effected on the following basis:

POLICY NUMBER	[REDACTED]		
THE INSURED	Senjo Securities Limited		
BUSINESS DESCRIPTION	Security company including bar security, site security, alarm response, lock-ups, event security, serving of court papers, re-possession and night portering/security at hotels, noise control, medical alarm monitoring, forestry and farm security, community detention monitoring		
POLICY PERIOD	From	24 June 2017	at 4.00pm
	To	24 June 2018	at 4.00pm
LIMIT OF INDEMNITY	\$ [REDACTED]	per Occurrence (Products aggregate)	
EXCESS	\$ [REDACTED]	each Occurrence	
POLICY WORDING	VL POL LEGALEDGE-052016		

Signed for and on behalf of Vero Liability Insurance Limited



Authorised Officer

JCS



23 June 2017

