

**QLDC Council
3 May 2018**

Report for Agenda Item: 1

Department: Community Services

Learn to Swim Provision at Wanaka Pool

Purpose

The purpose of this report is to outline options for the provision of learn to swim lessons at the new Wanaka Pool at Three Parks, and recommend a preferred option.

Recommendation

That Council:

1. **Note** the contents of this report; and
2. **Adopt** the recommendation of the independent evaluation panel that QLDC Wanaka Swim School operate as sole provider of learn to swim services from Term 3, 2018 at the new Wanaka Pool.

Prepared by:



Simon Battrick
Manager, Sport & Recreation

23/04/2018

Reviewed and Authorized by:



Thunes Cloete
GM, Community Services

24/04/2018

Background

- 1 Council Swim Services can reasonably be considered to be core local government purpose under s.10 of the Local Government Act (LGA) as “local public services” and under s.11A LGA “other recreational facilities and community amenities”.
- 2 The main reason councils operate learn to swim pools is to enable the community to have access to cost-effective recreational opportunities to be able to learn to swim and assist the development of water safety skills. This non-financial attribute is important to Queenstown Lakes District Council (QLDC).
- 3 In considering how to offer such a service the LGA requires councils to consider the most cost-effective option(s) (s.10(1)(b) LGA). Swim schools are however, at best a marginal “business” in that the direct and indirect costs of the service

(particularly the depreciation and maintenance costs) are only partially captured by the class charges. The balance of funding is met from general rates. Accordingly the most cost-effective option for a learn to swim school is essentially one in which the revenue generated from lessons minimises the deficit from operational and capital costs and places the lowest rating burden on the general rate-paying public.

- 4 Swimming New Zealand has advised that single site provision of swim schools is best practice in New Zealand and they are only aware of 2 councils out of 67 that operate dual provision of learn to swim lessons out of a single facility (Central Otago and Gisborne). Gisborne Council do not run any swim school as Comets Swim Club operates learn to swim along with a private provider, Water Wetas.
- 5 In 2015 a similar process was undertaken in Queenstown and the Council “confirmed the position stated in the EOI (Expression of Interest) that QLDC moves to a sole provider model for delivery of learn to swim at Alpine Aqualand and adopted the evaluation panel’s recommendation that Alpine Aqualand operate as the sole provider of learn to swim services from the end of term 2 2015”. This has been a successful model and growth in the number of swim lessons provided since 2015 has increased by around 13%.

Current Status

- 6 QLDC currently operates 2 swim schools, Alpine Aqualand (sole provider), Queenstown and Wanaka Swim School (WSS) at Plantation Road, Wanaka. QLDC has delivered learn to swim services at the existing pool on Plantation Road under the Wanaka Swim School (WSS) since 2008. WSS has more than doubled its enrolments since its first year of operation, reaching a peak of 435 swim students in Term 4 of 2016.
- 7 In Wanaka there is a second provider of learn to swim lessons, being Wanaka Swim Academy (WSA) operated by Stacey Wells. WSA currently has roughly equal pool space and the same fluctuation of seasonal enrolments as WSS, however, it does not currently operate during Term Three.
- 8 WSA has operated for a number of years at the Wanaka Pool. In 2008 WSA was unable to operate learn to swim lessons as Lakes Leisure were contracted to operate the pool and as part of this agreement took over the sole provision of learn to swim lessons. WSA then continued providing lessons at Oakridge Pool. In 2014 Lakes Leisure Ltd (Council Controlled Organisation) was disestablished and learn to swim provision taken over by Council operations. It was at this time that WSA was allowed back in to continue provision of learn to swim lessons.
- 9 In 2015/16 informal discussions began with WSA regarding the desire by QLDC sport & recreation management to operate a single learn to swim model.
- 10 During 2017 discussions were held with the Community Services Committee and Wanaka Community Board about different operating arrangements for Wanaka pool. Discussions were also held to ensure that the views of the Wanaka Swim School were well understood ahead of putting out an EOI for a single provider swim services model.

- 11 Council officers also engaged with WSA's Stacey Wells to investigate options around joint swim schools or integration, contracts for service, employment opportunities and to discuss the proposed models of delivery. This discussion resulted in WSA indicating that they preferred a dual model of provision, and indicated that they may seek to participate in the EOI process.

EOI process and evaluation

- 12 On 19 March 2018 Council officers issued an open EOI (Attachment A) with respondents asked to describe their operation against the following criteria:

- a. Relevant experience
- b. Relevant qualifications and skills including key personnel
- c. Details of the companies health and safety policies and procedures
- d. Scope of services
- e. Price rates to be charged to the public
- f. Details illustrating the quantum and structure of the proposed financial contribution to QLDC - commercial
- g. Current levels of public liability and insurances
- h. Details of an litigation or legal disputes brought against the company/organisation in the last 5 years
- i. Details of any possible or implied conflict of interest

- 13 The EOI was on the Government electronic tender (GETS) from 19 March and closed at 5pm on 9 April (22 days). It was also sent directly to 5 key industry providers of learn to swim provision in New Zealand and also locally to WSA, Wanaka Swim Club and Queenstown Swim Clubs. It was also publicised on the QLDC website and Sport & Recreation Facebook pages and a media release was sent out to the local media.

- 14 A total of 5 EOI responses were received on 9 April. Two other respondents also submitted. One respondent submitted a letter indicating they were not submitting an EOI on the basis of sole provision. The other respondent provided an operational model but did not submit a formal submission. On 20 April an evaluation panel met to review and evaluation the EOIs. Members of the panel were asked to complete conflict of interest forms and any conflicts were identified and mitigated. Members of the panel were:

- John Brimble – Chief Executive - Sport Otago
- Chris Morgan – National Learn To Swim Manager - Swimming NZ
- Thunes Cloete – QLDC General Manager Community Services

Each panellist was asked to complete an evaluation matrix based on a 60% non-financial and 40% financial weighting system. Panellists were asked to use a scoring methodology consisting of 0 –nothing provided or no evidence, 5 –adequate, 10 – exceeds. Criteria and weighting is listed below in Table 1.

Table 1: Evaluation Criteria and Weighting

Evaluation Criteria	Weighting
Relevant Experience	
Total	20%
Price Rates for Public	
Total	20%
Quantum of Financial Contribution to QLDC	
Total	20%
Scope of Service	
Total	15%
H&S	
Total	5%
Accidents	
Total	5%
Litigation	
Total	5%
PI and PL Insurance	
Total	3%
Conflict of Interest	
Total	3%
Local to the District	
Total	5%
TOTAL ATTRIBUTES	100%
RANKING	

An additional criterion was added to the scoring matrix of “Local to the District”. This was in response to the Community & Services Committee/Wanaka Community Board recommended to recognise the geographical differences and nuances of the District and how it operates.

Following the individual scoring, the entire panel discussed each submitter and agreed a combined score for each respondent with the exception of QLDC’s submission. It should be noted that QLDC’s Thunes Cloete did not score QLDC’s EOI submission and was not involved in any way with the preparation of the EOI on behalf of QLDC.

At 12.51pm on 20 April, Thunes Cloete (QLDC) stepped out of the room and the remaining 2 panel members reviewed and evaluated the QLDC EOI submission.

The methodology to score the QLDC EOI submission was that each member’s individual scores would remain and an average of the 2 scores were applied as the third scoring member, and a total combined score was agreed to be able to evaluate between all respondents.

Following the evaluations the following weighted scores were agreed by the panel:

- Respondent 1 – 43.5%
- Respondent 2 – 40%
- Respondent 3 – 29.8%
- Respondent 4 – 49.8%
- Respondent 5 – 32.2%

Options

The following options has been developed with the question asked if the EOI process was reasonable and procedures followed, then Council should:

15 Option 1 : Appoint QLDC as the preferred Swim School sole provider for the new Wanaka Pool

Advantages:

- QLDC has a higher level of control to set service levels and fees for the community.
- Provides greater flexibility to provide for all customer demands, i.e. more efficient pool lane space.
- All financial revenue increases go back to Council and offsets the costs of providing community services, i.e. Wanaka Pool.
- Minimises service disruption as already knows the community.
- Provides added value to staff by providing possible fulltime employment by combining swim tutoring with other roles across the organisation, i.e. customer service/lifeguards.
- Provides the opportunity to move staff between multiple facilities.

Disadvantages:

- Community wanting a different provider will have to go elsewhere.
- Possible drop in quality of swim lessons provided due to no competition.

16 Option 2: Consideration of Option 2 is based on rejecting the QLDC Single Swim School Provider, and as a consequence rejecting the single swim services model. Option 2 leaves Council with the option of continuing with the current model of two provider (QLDC and Wanaka Swim Associate) model.

Advantages:

- No disruption to current service levels as already knows the community.
- Gives the community a choice of provider in the Wanaka area.

Disadvantages:

- Growth limitations on enrolment due to space limitations and competing usage.
- Ongoing issues with service/quality of lesson offerings.
- Continued resource demands on QLDC staff to manage booking processes.
- Commercial operator continues to receive partial public subsidy for private benefit.

- Operating model inconsistent with remaining QLDC pools
- Market not tested as to alternative commercial providers

17 The independent evaluation panel recommends **Option 1** that QLDC be appointed as sole provider of learn to swim services at the new Wanaka pool.

Significance and Engagement

18 This matter is primarily one of operational service delivery and does not cross any threshold for formal consultation. Due to the level of community interest this report has been developed for Council consideration.

19 Accordingly, it is in a position to reach a decision on this matter without further consultation.

Risk

20 This matter relates to the operational risk OR027 delivering levels of services as documented in the QLDC risk register. The risk is classed as low/moderate. The status quo and recommended option is considered to minimise any service disruption to existing or future swim school participants.

Financial Implications

QLDC officers have budgeted for an increase in expenses and revenue in Council's Ten Year Plan for 2018/19. The budget will be adjusted accordingly dependent on the outcome of Council's decision.

The evaluation panel considered that of the five respondents to the EOI that the best financial outcome for Council was annual revenue of \$85,000 from Wanaka Swim School which would increase over three years as enrolments and growth occurs.

Council Policies, Strategies and Bylaws

21 This report considered the Community Facility Pricing Policy 2011 and the principles contained in this document, i.e. using community facilities that are affordable (especially for youth) and not a barrier to entry and, when using public facilities for private commercial gain, the community should ensure a fair return for the use of community facilities.

Local Government Act 2002 Purpose Provisions

22 The report considers that:

- The option presented to Council supports the role of Council in providing recreational facilities and community amenities in a manner that is cost effective for households and businesses.
- The option presented is consistent with the Council's plans and policies.

Legal Considerations and Statutory Responsibilities

- There are no legal implications raised within the contents of this report apart from any potential contract management implications.

Attachments

A QLDC Request for Expressions of Interest – Provision of Learn to Swim Services at Wanaka Pool 19 March 2018



Request for Expressions of Interest

Provision of Learn to Swim Services

at Wanaka Pool

19th March 2018

Key Information

Professional Service Requested	Learn to Swim Delivery
EOI Issuer	Queenstown Lakes District Council
EOI Number	S&R101
Date of Issue	19 th March 2018
Date EOIs Due	9 th April 2018
Mode of Delivery of EOIs	<p>By email directed to Kate Webb, business support administrator:</p> <p>kate.webb@qldc.govt.nz</p> <p>Subject Line: QLDC EOI Sole Provider– Provision of Learn to Swim Services – [insert name of your organisation]</p>
QLDC Contact	<p>Simon Battrick</p> <p>simon.battrick@qldc.govt.nz</p>

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Section A: General

1 Expression of Interest - Background

Queenstown Lakes District Council (QLDC) is the local authority for the Queenstown Lakes district. The district is one of the fastest growing in New Zealand. In order to inform a decision regarding the future delivery of learn to swim services at the new Wanaka Pool (WP), QLDC seeks to obtain EOI's from organisations who are interested in securing a contract for the sole provision of delivery of learn to swim services at WP for a 3-year period.

- 1.1 QLDC has delivered in house learn to swim services at the existing Wanaka Pool (WP) under the Wanaka Swim School (WSS) brand since 2008. Lessons are currently delivered in allocated lanes of the lap pool.
- 1.2 WSS has more than doubled its enrolments since its first year of operation. Seasonal fluctuations in enrolments are commonplace. WSS reached a peak of 435 in Term 4 of 2016. Terms 1 and 4 are typically busier with WSS reaching an average of 280 in Term 3 of 2017. Year on year enrolments have trended upwards, averaging 10% growth.
- 1.3 The school's aquatic education programme is also delivered by WSS.
- 1.4 A second independent operator, Wanaka Swim Academy (WSA) currently has roughly equal pool space and enrolments fluctuate in the same vicinity of WSS enrolments, however it does not currently operate during Term 3. It is now felt that the needs of the community and QLDC's ability to recover facility operating costs would be better met through a single provider of learn to swim services at WP.
- 1.5 Outside the scope of learn to swim, the Wanaka Swim Club delivers competitive swim squad instruction in the WP and Aspiring Swimmers offers squad training to adults on weekdays. It is anticipated this will remain unchanged.

2 EOI programme

- 2.1 The following is an indicative EOI programme. QLDC reserves the right to modify the steps and/or dates at any time at its discretion. If that occurs QLDC will notify participants of changes.

Date of Issue 19th March 2018

Date EOIs Due 9th April 2018

Evaluation Period Commences 10th April 2018

Notification of Decision 3rd May 2018

3 EOI selection process

- 3.1 QLDC will evaluate EOIs using the weighted attributes method. The evaluation process and attributes are set out below in Section D: EOI Analysis.

4 Form of EOIs

- 4.1 Subject to Section C: Schedule of EOI Conditions, QLDC does not require EOIs to be submitted in any form or following any particular structure, but participants should include all information that might reasonably be relevant or necessary for QLDC to best evaluate the EOI in accordance with the information sought in Section D: EOI Analysis. Participants are encouraged to provide suggestions as to how they might work collaboratively with QLDC to minimise costs and/or increase efficiency, and add value in addition to the services to be provided.

5 Participant acknowledgement

- 5.1 Any person that intends to participate in this EOI process and wishes to receive additional information or updates that QLDC may issue must acknowledge receipt of this information by signing and returning the form set out at Appendix 1 (EOI Acknowledgement Form).

Section B: EOI Conditions

1 Interpretation

1.1 In this Section B:

- (a) **QLDC** means Queenstown Lakes District Council.
- (b) **Contact Person** means the EOI Information Contact Person stated in Section C: Schedule to EOI Conditions.
- (c) **EOI Documents** means this EOI and any and all documents and written information issued in relation to this EOI.
- (d) **Schedule to EOI Conditions** means the schedule of information set out in Section C.
- (e) **EOI Conditions** means these conditions as set out in Section B.
- (f) **Services** means the services identified in Section E: Scope of Services.
- (g) The term “including” does not imply any limitation.
- (h) Any rights reserved to QLDC may be exercised at the sole discretion of QLDC.

2 Issue of EOI Documents

- 2.1 The issue of the EOI Documents is not an offer to enter into a contract.
- 2.2 The EOI Documents have been provided to assist participants in preparing their submission.
- 2.3 QLDC makes no representation or warranty as to the completeness or accuracy of the EOI Documents. Participants rely on any information provided in relation to this EOI at their own risk and are responsible for the interpretation of that information. EOI documents remain the property of QLDC.
- 2.4 Only the Contact Person may be contacted with any questions relating to this EOI. All questions must be received by the last date for questions set out in the Schedule to EOI Conditions.
- 2.5 Participants must acknowledge receipt of the EOI Documents by completing Appendix 1 (EOI Acknowledgment Form) and returning it to the Contact Person.

3 Participants

- 3.1 Each participant is deemed to have examined the EOI Documents and to have satisfied itself as far as is practical for an experienced supplier as to the correctness and sufficiency of:
 - (a) its submission to cover the Services; and

- (b) the prices, rates or sums stated in its EOI.
- 3.2 The prices, rates or sums submitted in each participant's EOI will, except where otherwise provided, allow for all of the participant's obligations. The participant will undertake any investigations, measurements and analysis it considers necessary before submitting an EOI.
- 3.3 The Contact Person is the only person authorised to receive queries, requests for information or other communications by participants or related parties regarding this EOI (other than submissions, which should be submitted as per the Mode of Delivery requirements in Schedule C). QLDC will not be bound by any statement, written or verbal, made by any person including the Contact Person unless that statement is subsequently incorporated into a formal written contract for the provision of the Services between QLDC and the participant.

4 Ambiguities in the EOI Documents

- 4.1 Participants may request an explanatory notice where the EOI Documents are ambiguous or unclear. All requests for explanatory notices must be received by the last date for questions set out in the Schedule to EOI Conditions.
- 4.2 If an explanatory notice is issued, it shall be sent to all participants that have acknowledged receipt of the EOI Documents and shall upon issue become part of the EOI Documents. Requests for information or clarifications that relate solely to the prospective participant will be provided to the participant requesting the information for clarification only.
- 4.3 In the absence of an explanatory notice, EOIs may be submitted subject to any reasonable interpretation of any ambiguity or uncertainty in the EOI Documents, provided that the interpretation is expressly stated in the EOI.

5 Submission of EOIs

- 5.1 QLDC must receive each participant's EOI by the date and time EOIs are due. QLDC reserves the right to extend the period allowed for the submission of EOIs.
- 5.2 Each EOI must be:
 - (a) Wholly contained in one document in Portable Document Format (PDF) or (MSWord)
 - (b) Sent by email as set out in the Schedule to EOI Conditions. QLDC reserves the right to accept late submissions. If QLDC chooses not to accept a late EOI the participant will be notified by return email.
 - (c) In the form and including the information required by the EOI Documents.
 - (d) Signed by or on behalf of the participant.
- 5.3 QLDC will acknowledge receipt of EOIs by return email.
- 5.4 Joint EOIs may be submitted.

- 5.5 The cost of preparing and submitting an EOI, and the cost to the participant of any subsequent negotiations, meetings or discussions, will be borne by the participant.
- 5.6 The participant will include prices and/or rates and/or sums for all the Services the participant proposes to provide in a format considered appropriate by the participant.
- 5.7 Services against which no price, rate or sum is specifically submitted by the participant and are required to be provided as part of the Services will be deemed covered by other prices, rates or sums submitted by the participant. If there is any ambiguity or uncertainty over what the submitted prices, rates or sums cover, QLDC will be entitled to interpret them.
- 5.8 The participant agrees that all information that it submits:
- (a) Is complete and accurate in all material respects; and
 - (b) Does not breach any third party's rights, including intellectual property rights, and the use of the information in relation to this EOI will not breach such rights.
 - (c) Has not withheld any information potentially relevant including any actual or potential controversies, disputes or claims involving the participants

6 Acceptance of EOIs

- 6.1 QLDC reserves the right, at its sole discretion and without incurring any liability to any participant, to:
- (a) accept none or any of the EOIs;
 - (b) waive any irregularities or informalities in the EOI process;
 - (c) amend the EOI process or any associated documents;
 - (d) suspend, withdraw or cancel, in whole or in part, the EOI process at any time;
 - (e) enter into negotiations with one or more of the participants; and/or
 - (f) request additional EOIs.

7 Due diligence

- 7.1 As part of the EOI process, QLDC and/or its advisors may carry out due diligence investigations of any participants that submit EOIs.
- 7.2 Each participant agrees to co-operate fully with any due diligence (including providing any information that may be requested).

8 No obligations

- 8.1 No legal or other obligations will arise in relation to the conduct or outcome of this EOI process. For the avoidance of doubt, no process contract will apply to this EOI.

- 8.2 No legal or other obligations will arise in relation to provision of the Services unless and until a formal written contract for the provision of those Services is signed by QLDC and the relevant participant.
- 8.3 QLDC and its agents or advisors will not be liable in contract, tort or in any other way for any direct or indirect damage, loss or cost incurred by any participant or other person in respect of the EOI process, its conduct or outcome.

9 Method of evaluation

- 9.1 The intended method of EOI evaluation is set out in Section C: Schedule to EOI Conditions. QLDC reserves the right to depart from or vary this methodology. The information that submissions should cover is set out in Section D: EOI Analysis.

10 Ethics

- 10.1 Participants must complete and submit the Conflict of Interest Declaration set out in Appendix 2 to the EOI Documents.
- 10.2 QLDC reserves the right to exclude any participant from this EOI process if QLDC becomes aware that the participant has:
- (a) any undeclared conflict of interest;
 - (b) made any attempt to influence the outcome of the EOI process by canvassing, lobbying or otherwise seeking the support of any officers, consultants, advisors or elected representatives of QLDC (whether before or after the issue of this EOI);
 - (c) engaged in any practice that gives or is intended to give one or more participants an improper advantage over any other participant; and/or
 - (d) engaged in any practice that is illegal or which QLDC considers to be unfair or unethical (including collusion and secret commission arrangements).
- 10.3 QLDC reserves the right to exclude any participant from this EOI process if QLDC becomes aware that the participant has breached any of the obligations set out in clause 10.

11 Confidentiality

- 11.1 The EOI Documents are not confidential.
- 11.2 Participants must not make any public statement regarding this EOI process without the express prior written consent of QLDC.
- 11.3 QLDC is subject to the Local Government Official Information and Meetings Act 1987. Participants acknowledge that information they provide may be required to be disclosed under that Act.

Section C: Schedule to EOI Conditions

Clause 2.4 EOI Information Contact Person	Simon Battrick simon.battrick@qldc.govt.nz
Clauses 2.4 and 4.1 Last date for questions and requests for explanatory notices	26 th March 2018 All communications, including questions, requests for clarification or request for additional information shall be made by email addressed to EOI Information Contact Person. Communications must be clearly labelled with the assigned EOI name and number and marked for the attention of the EOI Information Contact Person. Communications not so addressed may not be actioned.
Clause 5.1 Date and time EOIs due	9 th April 2018 at 5pm
Clause 5.2 Mode of delivery	By email addressed to Kate Webb: Kate.webb@qldc.govt.nz Subject Line: QLDC EOI Sole Provider – Provision of Learn to Swim Services – [insert name of your organisation] Note: EOIs must be emailed. Posted or faxed EOIs will not be accepted.
Clause 5.2 Format of EOI	One document in Portable Document Format (PDF) (or MSWord) containing: <ul style="list-style-type: none"> • Name of participant's contact person; • Telephone number and email address for contact person; • Participant's postal and physical address; • Signature on behalf of participant; • Participant's EOI which includes the information set out in Section D: EOI Analysis and the extent to which it can fulfil the requirements of Section E: Scope of Services; • Conflict of Interest declaration as required by clause 10.1 of Section B: EOI Conditions (Appendix 2).
Clause 9.1 EOI Evaluation Method	Subject to Section B: EOI Conditions: (a) EOIs will generally be evaluated using the Weighted Attributes Method.

	<p>(b) Weightings will be applied as follows:</p> <ul style="list-style-type: none">• Non-Financial Attributes 60%• Financial Attributes 40%• TOTAL 100%
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Section D: EOI Analysis

EOIs should not exceed 10 A4 pages excluding:

- (a) Title page;
- (b) Any staff CVs (limit of 3 pages per CV);
- (c) Health and Safety Plan/s;
- (d) Insurance Certificates;
- (e) Conflict of Interest declaration.

Non-Financial Attributes

EOIs will be evaluated by reference to the following attributes:

Please provide a minimum of two referees that can be contacted to discuss both reputation and competence.

1 Relevant Experience

- (a) What is your previous experience, if any, relevant to the Scope of Services? Please provide the details of any examples of contractual or required performance criteria and your performance against those criteria.
- (b) How have you demonstrated commitment to service delivery, quality and innovation as evidenced by services provided to current customers, or the services proposed?
- (c) What is your experience and performance in providing learn to swim services to the public in a Council-owned facility?
- (d) What is your experience and performance in providing learn to swim services, particularly on a large scale (500+ enrolments) and/or in the capacity of sole provider within an aquatic facility.
- (e) How have you demonstrated capability and competence in the identified service areas sought?

2 Relevant Qualifications and Skills

- (a) What is the capability, competence and expertise of your proposed personnel?

- (b) Who are the Key Personnel who would carry out the Services? If possible the Participant should provide information on the relevant qualifications and skills for the Key Personnel and include a CV for each Key Person proposed. (Where such persons are not currently employed by the Participant, they should state the prerequisite skills and qualifications that any person to be employed by them will have.) By submitting the name(s) and other required information the participant is giving a commitment that they will not alter during the period of the engagement for reasons other than change of employer or discontinuation of the business, unless agreed in writing by QLDC.
- (c) Detail your existing business systems and functions including administration systems for reporting, cost control and invoicing.
- (d) Detail your client relationship management philosophy/style and how your systems align to ensure exceptional customer service, initiative and problem solving.
- (e) Outline your health and safety practices and policies, and how these have been operationalised in previous roles. The Participant should include a copy of any Health and Safety Policy Procedures and/or Plans applicable to the performance of the Services. Please provide details of any incidents referred to Workplace New Zealand in which you have been involved, regardless of the nature of the activities.
- (f) Confirm your understanding and commitment to the Health and Safety in Employment Act 1992, Health and Safety in Employment Regulations 1995, Codes of Practice and Australia/New Zealand Standards relevant to your industry. The participant should provide information related to health and safety training, audits, external advice and proactive health and safety initiatives.
- (g) Confirm your understanding of the proposed Health and Safety Reform legislation. The participant should provide confirmation concerning health and safety training or information received on the proposed legislation.
- (h) Do you have a health and safety staff member, health and safety committee and/or health and safety representative? If yes, please provide details.
- (i) Have you had a warning, improvement notice, prohibition notice, charge or conviction for a breach of the Health and Safety in Employment Act 1992 or Health and Safety Employment Regulations 1995? If yes to any of these, please provide details.
- (j) Do you hold appropriate insurance? The Participant shall effect and maintain insurance in respect of its potential liability for loss/damage in performing the Services. Copies of relevant insurances should be provided. As a minimum:
 - (i) Professional Indemnity Insurance of at least \$500,000.
 - (ii) Public Liability Insurance of at least \$2,000,000.

3 Commercial

How would you demonstrate willingness and ability to form a value-added relationship with QLDC, and any third parties, and to develop and manage business and cultural relationships at all levels? Please provide examples.

Financial Attributes

EOIs will be evaluated by reference to the following attributes:

1 Price

- (a) Participants shall provide prices or rates that they would charge the public for the provision of services (please refer to price caps noted in section E).

2 QLDC Costs (for information purposes only)

- a) The annual operating cost of providing the learn to swim pool and two lanes of the lap pool over 47 weeks of the year at WP is currently estimated at \$ 60,324.
- b) Participants shall provide a model illustrating the structure and quantum of their proposed financial contribution to QLDC for the exclusive right to deliver learn to swim at WP.

Section E: Scope of Services

The expected level of provision is consistent or higher than what is currently provided at the existing Wanaka Pool.

1. Summary Scope of Services:

Lesson Type	Age Range	Minimum No. Levels	Minimum Duration	Maximum Students	Maximum Price \$
Caregiver & Child	6 - 36 mths	3	25 minutes	8	11.50
Pre - School	3 - 4 years	4	30 minutes	4/5	11.50
School Age	5 - 16 years	4	30 minutes	5/6	11.50
School Age (Lap Pool)	5 – 16 years	7	30 - 45 minutes	6/10	11.50
Private Lessons	Open	NA	30 minutes	2	40.00
School Programmes	School age	Year levels	60 minutes	1:10 ratio	TBA

Lesson Levels and Criteria

Parent and Child classes

Level	Criteria
Rubber Duckies 6-12 months Time: 25 min Max: 8	<ul style="list-style-type: none"> • Introduction to water for babies and caregivers • Basic water safety at home and in the pool
Frogs 12-24 months Time: 25 min Max: 8	<ul style="list-style-type: none"> • Submersion of child • Increased independent movement • Floating and rotation skills
Sprats 2-3 years Time: 25 min Max: 8	<ul style="list-style-type: none"> • Developed independent movement in the water • Increased water confidence and less dependent on caregiver • Encourage basic swimming stroke

Pre School Lesson 3-5 years old

Level	Criteria
Happy Hippo Time: 30 min Max: 4	<ul style="list-style-type: none"> • Safe entry and exit • Repeated submersions with bubbles • Assisted rotation on front to back • Assisted relaxed floatation on back • Unassisted floatation on front and regain to standing position • Walk and show a range of arm movements • With a noodle remaining in a vertical position throughout rotate through 360 with feet of the floor.
Busy Beaver Time: 30 min Max: 4	<ul style="list-style-type: none"> • Safe entry and exit • Unassisted back float without support • Push and glide front/back (streamline) • Unassisted rotation/both directions/turn over • Push glide freestyle kick/ back kick 5m • Assisted breaststroke/simultaneous kicking action • Stand with arms stretched out in front demonstrate a sculling action. • Pick an object off the pool bottom.
Crazy Crocs Time: 30 min Max: 4	<ul style="list-style-type: none"> • Safe entry and Exit • Repeated rotate kicking between from and back 8m • Basic Backstroke 8m • Basic Freestyle – 8m – idea of breathing to the side. • Basic Breaststroke kick – 5 kicks • Introduce basic Breaststroke arms • Basic dolphin kick/undulating action 5m • Mushroom float – 10sec • Unassisted remaining in a vertical position throughout rotate 360 with feet off the floor / sculling action
Super Squid Time: 30 min Max: 5	<ul style="list-style-type: none"> • Safe Entry and Exit • Freestyle/ breathing 1-2-3 to the side 15m • Backstroke 15m • Basic breaststroke / pop up to breath 10m • Dolphin kick 10m • Tread water for 10 seconds • Forward roll – away from the wall.

School Aged classes 5 years plus**Learners Pool**

Level	Criteria
Star Fish Time: 30 min Max: 5	<ul style="list-style-type: none"> • Safe entry and exit • Repeated submersions with bubbles • Assisted rotation on front to back • Assisted relaxed floatation on back • Unassisted floatation on front and regain to standing position • Walk and show a range of arm movements • With a noodle remaining in a vertical position throughout rotate through 360 with feet of the floor.
Turtle Time: 30 min Max: 5	<ul style="list-style-type: none"> • Safe entry and exit • Unassisted back float without support • Push and glide front/back (streamline) • Unassisted rotation/both directions/turn over • Push glide freestyle kick/ back kick 5m • Assisted breaststroke/simultaneous kicking action • Stand with arms stretched out in front demonstrate a sculling action. • Pick an object off the pool bottom.
Penguin Time: 30 min Max: 6	<ul style="list-style-type: none"> • Safe entry and Exit • Repeated rotate kicking between front and back 8m • Basic Backstroke 8m • Basic Freestyle – 8m – idea of breathing to the side. • Basic Breaststroke kick – 5 kicks • Introduce basic Breaststroke arms • Basic dolphin kick/undulating action 5m • Mushroom float – 10sec • Unassisted remaining in a vertical position throughout rotate 360 with feet off the floor / sculling action
Water Rats Time: 30 min Max: 6	<ul style="list-style-type: none"> • Safe Entry and Exit • Freestyle/ breathing 1-2-3 to the side 15m • Backstroke 15m • Basic breaststroke / pop up to breath 10m • Dolphin kick 10m • Tread water for 10 seconds • Forward roll – away from the wall.

School Aged Classes 5 years plus**Lap Pool**

Level	Criteria
Octopus	<ul style="list-style-type: none"> • Answer 2 water safety questions • Freestyle / breathing 1-2-3 – 20m

Time: 30 min Max: 6	<ul style="list-style-type: none"> • Backstroke / shoulder roll continuous – 20m • Breaststroke – continuous – 15m • Dolphin Kick – 15m • Perform a push and glide on front into a forward somersault • Perform a kneeling dive • Mushroom float – 5 sec then stretch into a streamline float • Tread water in deep water – 15secs • Introduce Butterfly arms on poolside only.
Otter Time: 30 min Max: 7	<ul style="list-style-type: none"> • Freestyle / breathing 1-2-3- 25m • Backstroke / rotation – 25m • Breaststroke / pop up breathing – 25m • Dolphin kick – 25m • Scull head first – 10m • Tread water for 30 secs in deep water • 3 different jump entering feet first • Perform a standing dive • Forward roll by wall and place feet on the wall • Have an idea of Butterfly arms – 5m
Dolphin Time: 30 min Max: 7	<ul style="list-style-type: none"> • Continuously swim bilateral Freestyle – 50m • Continuously swim Backstroke with rotation -50m • Breaststroke / pull-breath-kick-glide – 50m • Basic Butterfly 12m • Survival backstroke – 25m • Straddle jump entry into water • Forward roll by wall – push and glide on back • Back somersault starting in a horizontal position
Sea Lions Time: 30 min Max: 8	<ul style="list-style-type: none"> • Introduction into starts / turns and finishes • Freestyle / bilateral breathing with tumble turns 100m • Backstroke with correct turns – 100m • Breaststroke with correct touch turns – 100m • Butterfly finish with correct touch – 25m • Sidestroke 25m • Tread water showing 2 different methods of kick – 60secs • Perform a feet first/ head first surface dive retrieve an object from pool bottom
Eels Time: 45 min Max: 9	<ul style="list-style-type: none"> • Freestyle / bilateral breathing with tumble turns 200m • Backstroke with correct turns – 200m • Breaststroke with correct touch turns – 50m • Butterfly correct touch turn 50m • Tread water – 2mins • Perform feet first surface dive to retrieve a brick from the bottom of pool surface and carry for a distance of 10m on back.
Sting Rays Time: 45 min Max: 9	<ul style="list-style-type: none"> • Freestyle / bilateral breathing with tumble turns 400m • Individual Medley (IM) Fly/Back/Breast/Free – correct turns – 200m • Combine a simultaneous arm action with an alternating leg action 25m • Combine an alternating arm action with a simultaneous leg kick – 25m

	<ul style="list-style-type: none"> • Scull head first for 10m – stop – and return sculling feet first • Perform the H.E.L.P position wearing a life jacket – 5 mins • Perform a HUDDLE wearing a life jacket / group 3 or more 2mins
Sharks Time: 1 hour Max: 10	<ul style="list-style-type: none"> • Proficient in all four strokes with correct starts/ turns and finishes • Practical use of wearing a lifejacket and in water removal • Reach and Throw rescues • Clothed swim

School Programmes

Delivery of Water Safety New Zealand school programmes or provision of a mutually acceptable alternative that will ensure the continued delivery of these community programmes is an expected level of service from the successful participant. The current school programme, run in association with Central Swim Safe, is delivered to over 1369 students during the school terms.

Outside the Scope of Services

Squad swimming/elite athletes training including Tri squad swimming will continue to be delivered by the Wanaka Swim Club, QLDC and other private providers respectively.

2. Reporting

- The provider shall prepare reports when required in a form approved by QLDC, which must report to QLDC all relevant matters during the respective time frame.

3. Disputes

- Providers will be expected to promptly resolve any disputes arising in respect of any matters arising from delivery of the service.

4. Other Requirements

- Providers will be expected to work with QLDC, its agents, suppliers, stakeholders in a co-operative and collaborative manner at all times.

Appendix 1: EOI Acknowledgment Form

[This form is to be placed on your letterhead, signed by an authorised officer and returned by email. A digital signature is acceptable. The email should be sent to the EOI Information Contact Person with the following subject line: “QLDC EOI Sole Provider – Learn to Swim Delivery – [insert name of your organisation]]

Full Legal Name:			
Trading Name:			
Legal Status e.g. Limited Liability Company:			
GST Number:			
Business Industry Code (BIC):			
Primary Contact Person:			
Phone:		Mobile:	
Fax:		Email:	
Postal:			

The above entity acknowledges receipt of the EOI and wishes any further EOI Documents or information released by QLDC to be sent to the above Primary Contact Person by email:

Dated:

Signed by:

Appendix 2: EOI Form

Note: This form must accompany each EOI submitted

REOI for	Sole Provider – Provision of Learn to Swim Services at Wanaka Pool
Identifying number	
Administrator	

Participant's acknowledgment

1. The named below acknowledges and agrees that:
 - (a) It has examined the EOI Documents (as defined in Section C) and is submitting its EOI in accordance with those documents.
 - (b) It has received and examined the following notices issued in relation to the EOI:
(please circle)

12345678910
 - (c) That all information provided is complete and accurate and it has not withheld any information potentially relevant to the Council Organisation's consideration of its proposal.
 - (d) The Queenstown Lakes District Council is not bound to accept any particular EOI received and may or may not proceed to another competitive process.
 - (e) The terms and conditions set out in Section C apply to this EOI.
2. We attach the information to be submitted with this EOI.

Name of company/organisation:	
Signed by authorised signatory of the company/organisation:	
Name and title of authorised signatory:	
Date:	

Appendix 3: Conflict of Interest Declaration

Expression of Interest: QLDC EOI Sole Provider Provision of Learn to Swim Services

Please fill out the below questionnaire

Definition of Conflict of Interest:

A conflict of interest is a situation in which a participant could gain (or be seen to gain) an unfair advantage through an association with an individual or organisation. Associations include financial, personal, professional, family-related or community-related relationships.

- An **actual** conflict of interest is where there already is a conflict.
- A **potential** conflict of interest is where the conflict is about to happen or could happen.
- A **perceived** conflict of interest is where other people might reasonably think there is a conflict.

Questionnaire:

	QUESTION	RESPONSE
1	Does any person in your organisation have a close friend or relative who is (or could be) involved in any evaluation or decision-making relating to this procurement process?	[yes] / [no] / [potentially]
2	Has any person in your organisation recently offered any special discounts, gifts, trips, hospitality, rewards or favours to any person involved in any evaluation or decision-making relating to this procurement process? <i>(eg free travel, free samples for personal use)</i>	[yes] / [no] / [potentially]
3	Does any person involved in any evaluation or decision-making relating to this procurement process have a financial interest in your organisation? <i>(eg the person is an employee of, or a shareholder in, your organisation)</i>	[yes] / [no] / [potentially]
4	Are you aware of anything that might give the appearance that any person involved in the evaluation stage or decision-making stage of this procurement process is biased towards or against your organisation? <i>(eg the person has used your organisation's corporate box)</i>	[yes] / [no] / [potentially]
5	Is there anything else that we should know?	[yes] / [no] / [potentially]

If you answered "yes" or "potentially" to any of the questions above, please set out the details of the situation below.

Declaration: I declare that the information provided in this document is true, complete and accurate to the best of my knowledge and on behalf of the participant identified below, agree to notify QLDC as soon as possible of any conflicts of interest that arise (or could arise) in the future.

Date	
Name of Organisation	
Signature of authorised signatory	
Name and title of authorised signatory	