

Management of Scotts Ferry Camping Ground

INVITATION FOR
EXPRESSIONS OF INTEREST

Closing date **14 November 2024**



RANGITIKEI
DISTRICT COUNCIL

making this place home



Introduction

An opportunity to take up a Service Contract for the management of the Scotts Ferry Camping Ground ('Campground') has become available.

The term is for three years from 1 December 2024 to 30 November 2027 (Start date negotiable but no later than 16 December 2024), with a further possible extension of two years.

There shall be a review of the agreement after 12 months to ensure both the Operator and the Council have an opportunity to discuss the on-going operation of the Campground and matters which may either have changed since the agreement was agreed to or where new circumstances have arisen that need to be taken into consideration.

This document sets out an Expression of Interest ('EOI') process. Those who wish to submit an EOI will have until 4.00pm, Thursday 14 November 2024.



Background

The Campground situated at 1913 Parewanui Road, Bulls, has provided holiday camping accommodation for a number of years.

The site which is located within a unique landscape, operates within an established community, and provides a valued amenity within Scotts Ferry.

Rangitikei District Council is looking to enter into a Service Agreement with a suitable partner who can manage the day to day operations and add value to the Campground and wider community. It is important that the Campground continues to operate as an integral part of the local community and surrounding District.

As the Campground is considered a 'remote' campground, it has an exemption from the Camping-Ground Regulations 1985 to 30 September 2027. While Council will apply for a further exemption, it is anticipated that the Operator, together with Council, will work towards meeting as many of these regulations as is practical with an emphasis on public safety.

The ablution block is a public amenity open to the public, as well as for campers. The facilities and associated fixtures and fittings will remain the property of RDC

The Campground is on a Department of Conservation Reserve, managed by the Rangitikei District Council.

Purpose

The purpose of the EOI is to identify interested parties with the capability and track record to deliver the day to day management of the Campground facility.

RDC as the site owner has an open mind as to how best to utilise the facilities and site and invite you to contribute your ideas in providing a safe and attractive campground.

RDC seeks a Campground Operator committed to delivering a quality camping ground experience that is affordable and enjoyable for another generation of kiwis and international visitors to our District.

An EOI proposal will need to demonstrate:

1. A commitment to operate the campground in accordance with the Service Contract for three years + two years.
2. An ability to best utilise the site opportunity to add value to campground and wider Scotts Ferry community.
3. An intent to 'value added' to the existing, rather than changing the nature and purpose of the site.

The information Sought from Respondents section of this document outlines the level of detail required as part of this initial EOI phase.

Role in the Community

RDC's intention is for the Campground to be operated in a way that provides camping accommodation where a customer can enjoy the kiwi hospitality that is such an important part of any beach holiday.

Site condition and surrounds

The Campground consists of 7 powered sites and a large area for non-powered sites.

There are 2 ablution blocks housed in concrete water tanks each with one shower and toilet. Hot water is provided by a gas hot water system.

There is a small laundry block complete with washing machine, small bench and kitchen facility.

The Campground occupies a unique site flanked by the beautiful Rangitikei River with the Tasman Ocean and beach just along the road. Guests are spoilt for choice whether it be relaxing on site, taking long walks along the beach, kayaking, horse riding or trying their luck surfcasting. The area is well known for great white baiting when in season.

The site is set on an easily accessed level area providing space for families and activities. There are several well-established trees strategically placed which are considered integral to the character and amenity of the site.





Duties

The Campground Operator duties related to the Scotts Ferry Campground are seven days per week, 52 weeks per year, including being responsible for arranging their replacement during absence. The Operator shall manage and operate the campground in a good, proper and careful manner observing all reasonable and available management practices.

Duties include:

- Complying with the provisions of all Acts of Parliament and with all other local bylaws, regulations, rules and policies that may be applicable as issued by the Rangitikei District Council.
- The appointed Operator will be required to provide to Council's representative a sufficiently detailed Safety Plan, which demonstrates how all relevant Acts and Regulations will be complied with and how this compliance will be achieved. These include, but are not limited to, preparing normal operating procedures, an emergency action plan, and a risk management and hazard awareness plan.
- Camp administration: all bookings tentative or otherwise are to be listed in an appropriate register and must include name and address (permanent address and including contact phone number), length of stay, receipt number and date of fees and or deposits received, confirmation/cancellation date and site allocation. These details may be written initially in pencil, but must be on permanent record on receipt of monies.
- Cancellation/Refunds: all cancellations should have the name of the person cancelling, date received (by mail, phone etc) and if a refund of monies is required, a signature of receipt. These details must be recorded in the "Booking" register.
- Receipt of Monies: All monies received for Camp fees must be recorded by a receipt and all monies kept secure at all times. A separate bank account is required for all campground financial purposes.
- All monies must be banked as per instruction of the Manager Community Property, Rangitikei District Council.
- Site Allocation - A whiteboard which facilitates easy removal of marker, and shows permanently the camp sites, should be used to show current occupation details. On allocation of a site number and where required, the Operator must accompany the Camper to the site, show tenants appropriate area, ensure camp rules are understood and brief them on the use of all facilities.
- All records to be available on request for auditing, including by Audit New Zealand.



Cleaning of Facilities:

- Basins, toilet bowls and showers, including stainless/chrome fittings, to be scrubbed clean and disinfected inside and out at least once daily.
- Toilet seats to be cleaned and disinfected on both sides at least once daily.
- Cisterns dusted, washed and disinfected daily,
- Downpipes dusted, washed, and disinfected daily.
- Toilet rolls to be replenished daily to ensure that sufficient supplies are on hand to cater for a full days use.
- All graffiti to be removed as soon as possible by proper application of suitable chemicals using protective clothing that will need to be supplied by the Operator. Graffiti that cannot be removed with chemicals is to be painted over using colour matched paint.
- Internal walls, ceilings and doors washed down or cleaned as required to ensure all dirt, stains, cobwebs and refuse of any sort is removed as soon as visible.
- Any glass or mirrors cleaned and polished at least once daily.
- Floors to be mopped at least once daily ensuring that no excess water remains.
- Exterior walls to be washed down to ensure all dirt, cobwebs and refuse of any sort is removed as soon as visible.
- Rubbish bins to be emptied and disinfected at least once daily
- Servicing may be required more than daily for toilets and rubbish bins at peak times.
- All cleaning consumables will be supplied by the Rangitikei District Council, upon advice from the Operator to the Manager Community Property that more stock is required.

Maintenance

- Report all faults, breakages and general maintenance issues to the appropriate Council personnel as soon as possible within working hours.
- The Operator is responsible for preparing/ maintaining a suitable maintenance schedule, and carrying out routine maintenance and repair on all taps, water pumps, window latches, door hinges, lamps, etc. The schedule should show the date checked, next due, comments, requests for maintenance, filter changes, etc. All entries are to contain the signature of the person completing the task defined.
- The Operator is responsible for drawing to the attention of
- the Manager Community Property any maintenance which may be required.



Reporting

The Operator shall submit a monthly report to the Manager Community Property by the 10th day of the following month.

The report shall include:

- Details on the condition and performance of the building and fittings.
- A summary of all complaints and enquiries received and/or actioned by the Operator.
- Details of any Health and Safety issues, accidents or incidents and any associated investigations and action taken, and including identification of hazards. The Operator shall notify the Council of all significant accidents or incidents as soon as possible of those accidents or incidents taking place.
- Details of any special maintenance requirements identified by the Operator.
- Statistics of bookings for the month including visitor identity e.g. local (Rangitikei) / national / international visitor, and visitors per night; and
- Details of chemical and consumables consumption for the month.

Revenue

- All revenue from the Campground operation shall be collected and retained by the Operator, with appropriate records clearly showing the level and source of all revenue.
- The Operator shall retain all revenue from all campground activities, but shall pay to the Council ten (10) percent of the proceeds from all campground fees.
- The Council and Operator shall, at the end of the first year of this agreement, review the revenue management arrangements set out and, where agreed, modify those arrangements accordingly.
- The Operator may determine the level of campground fees, provided that the maximum charges are not subject to more than a maximum increase of more than ten (10) percent during each financial year, unless written approval is obtained from Council.

Expressions of Interest

Process

The process for selecting new operational management for the Scotts Ferry Campground will consist:

Expression of interest

Interested parties (Respondents) provide an EOI with the information requested.

Evaluation of Expression of interest

The EOI will be evaluated on the information supplied. RDC may invite the Respondent/s to make a presentation to elaborate and explain the contents of their EOI responses.

The preferred Operator will be provided with a draft Service Agreement, which will be based on the 'Invitation for Expressions of Interest' document. Negotiations will be made directly with the preferred candidate.



Information Sought from Respondents

Respondents are asked to present their submission in the following format:

Section One: The Respondent

- Business or Trading name;
- Address for service;
- Primary contact person.
- Directors (if relevant);
- Entity Contact details; and

Respondents will need to provide:

1. A statement of competence detailing their experience and suitability for the management and operation of the campground.
2. A Curriculum Vitae for each of the key personnel required for the management and operation of the campground, as well as a biography for any relevant personnel that may be required for any 'value added' proposals. Of particular interest is the relevant skills and experience in delivering and operating successful business enterprises with a customer service focus.

Note: RDC will carry out background checks, including criminal history on personnel. Any offer or agreement, will be entirely conditional upon the satisfactory results of background checks including but not limited to criminal history. Although the Council endeavours to complete all checks prior to the commencement of any agreement, in some instances this may not be possible. Should the Council, in its sole discretion, not be entirely satisfied with the result of the background checks, this offer may be withdrawn. If an agreement has already commenced with the Council at the time that the Council determines the results of the background checks are not satisfactory, this agreement may be summarily terminated.

Section Two: Track record and relevant experience

Respondents are asked to provide:

1. Specific examples of their experiences with relevant enterprises or projects (at least three if possible) that they consider make them a suitable candidate to be the Campground Operator. We would prefer examples of experience with a similar scale, complexity and partnering approach to the Scotts Ferry Campground and where the Respondent acted as the site operator.

RDC is seeking commentary on:

- a) How these examples demonstrate the attributes and value the Respondent will bring to this project;
 - b) How the examples demonstrate how any "Value added" proposals contained in the EOI could be achieved;
 - c) How these case studies demonstrate an understanding of local context, market drivers, and the ability to successfully operate a modern camp ground.
2. A minimum of two references from previous projects/ current employers, or members of the Scotts Ferry community. Referees should be able to demonstrate close alignment, for example, your commitment and involvement within the Scotts Ferry Community, or similar community relationships, your high customer service focus and ability to run a successful business.

For each example, the Respondent is asked to:

- Provide sufficient information on the project to allow an understanding of its context, location, scale and purpose.
- Identify the specific individuals within the proposed operational team that were part of the project or campground operation, and their role.

Section Three: Understanding the Context and Basis of Interest

1. A detailed proposal is not expected, or required, as part of the EOI. However, Respondents are expected to demonstrate an understanding of what RDC is seeking to achieve for the ongoing management of the Scotts Ferry Campground. In this respect, a one-two page summary outlining the issues, opportunities, future outcomes and vision for the site is required.
2. For the sake of clarity, RDC is not seeking a financial offer; RDC is seeking a proposal that constitutes value for money, provides certainty and delivers the vision and outcomes which have been outlined in this EOI.
3. RDC places value on a commitment for operations staff to live locally. Respondents must identify whether this requirement can be accommodated within their proposal, or if not, what steps will be taken to address potential issues that may arise as a result.

EOI Administration

The closing date for EOI submissions is 4.00pm Thursday, 14 November 2024

RDC reserves the right at its sole discretion to extend the closing date for responses.

Format of Responses

We require Respondents to provide a brief summary that addresses the matters outlined in the Information Sought from Respondents section of this Expression of Interest.

- Curriculum Vitae's of key personnel should not exceed one A4 page in length.

Inspections

Arrangement to inspect the site should be made by contacting Rangitikei District Council at Sheryl.Srhoj@rangitikei.govt.nz.

Delivery of Response

Responses are to be delivered in electronic format: (Noting Scotts Ferry Camping Ground EOI as the subject)

- Emailed to: Sheryl.Srhoj@rangitikei.govt.nz

Enquiries and Communications

All communications relating to this EOI should be directed to Sheryl Srhoj at Rangitikei District Council. Any questions must be received by 12 noon, Friday 8 November 2024.

You must not make any public statements regarding your interest in this EOI, without the prior written consent of RDC. Failure to comply with these conditions in relation to this EOI may lead to disqualification from the process.

RDC reserves the right to seek proposals and applications from other parties in addition to those who respond to this invitation. The terms and conditions of the contract will be negotiated directly with the successful party.

Evaluation Criteria

RDC seeks a provider arrangement offering the best value to the local community and meeting the wider visitor camping accommodation needs of the Rangitikei District.

The EOI will be evaluated as to how well it meets the requirements set out in Information Sought from Respondents.

Conflicts of Interest Declaration

Respondents shall complete the Conflict of Interest Declaration form. Refer **Attachment A**.

Terms and Conditions

Respondents shall refer to the Terms and Conditions in **Attachment B**

Conflict of Interest Declaration

Note: this form must accompany each tender submitted

TENDER FOR:	EOI Scotts Ferry Camping Ground
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CONFLICT OF INTEREST

Definition:

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 the other people might reasonably think there is a conflict.

QUESTIONNAIRE:

Note: each organisation involved in a joint bid must submit a spate questionnaire and declaration.

	Question	Response <i>Select one answer for each question. Select "potentially" if others could perceive that a conflict exists</i>
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>(e.g. free travel, free samples for personal use)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>(e.g. the person is an employee of, or a shareholder in, your organisation)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>(e.g. the person has used your organisation's corporate box)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Potentially
5	Is there anything else that we should know?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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 the Council Organisation as soon as possible of any conflicts of interest that arise (or could arise) in the future.

Name of participant	
Signed by authorised signatory of the participant	
Name and title of authorised signatory	
Date	

Terms and Conditions

1. Introduction

- 1.1. The following provisions set out the terms and conditions to be followed by a party (or parties) and its representatives (together the “Respondent”) in connection with a possible development and lease by Rangitikei District Council of the Scotts Ferry Camping Ground (the “Transaction”).
- 1.2. This EOI has been issued by Rangitikei District Council (“RDC”). These terms and conditions are for benefit for RDC.
- 1.3. Participation by the Respondent in the Expressions of Interest (“EOI”) process will constitute acceptance of, and agreement to be bound by, these EOI Conditions.

2. Interpretation

- 2.1. In these Term and conditions:
 - a) Contact Person means the EOI information contact person(s) stated in the Information Sought from Respondents section.
 - b) EOI Documents means this EOI and any and all documents and written information issued in relation to this EOI.
 - c) EOI Conditions means these conditions as set out in this Attachment B.
- 2.2. The term “including” does not imply any limitation.
- 2.3. Any rights reserved to RDC may be exercised at the sole discretion of RDC or the contact person.

3. Issue of EOI Documents

- 3.1. The issue of the EOI Documents is not an offer to enter into a contract.
- 3.2. The EOI Documents have been provided to assist participants in preparing EOIs. RDC do not represent or warrant 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 RDC.
- 3.3. The contact person may be contacted with any questions in relation to this EOI. All questions must be received by the last date for questions set out in the EOI Conditions.

4. Communications

- 4.1. All enquiries regarding the EOI must be directed by email to the Contact Person. Respondents must not directly or indirectly approach any other representative of RDC or any other person, to solicit information concerning any aspect of the EOI.
- 4.2. RDC will not be bound by any statement made by any person in relation to this EOI other than statements made via the Contact Persons email address and by an authorised person of RDC.

5. Ethics

- 5.1. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of RDC in relation to the EOI.
- 5.2. RDC reserves the right to require declarations, or other evidence from a Respondent, or any other person, throughout the EOI process to ensure probity of the EOI process.
- 5.3. Respondents must complete and submit the Conflict of Interest Declaration set out in Attachment B.
- 5.4. RDC reserves the right to exclude any Respondent from this EOI process if RDC 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 RDC or the administrator (whether before or after the issue of this EOI);
 - c) engaged in any practice that gives or is intended to give one or more Respondents an improper advantage over any other participant; and/or
 - d) engaged in any practice that is illegal or which RDC considers to be unfair or unethical (including collusion and secret commission arrangements).

6. Anti-collusion and bid rigging

- 6.1. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their responses or other submissions or in any discussions with RDC. Such behaviour will result in the Respondent being disqualified from participating further in the EOI or any further related processes. The Respondent warrants that its response has not been prepared in collusion with a competitor (except in the case of a consortium response).
- 6.2. RDC reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondents response.

7. Submission of EOIs

- 7.1. Soft Copy: For electronic tendering, each EOI must be delivered in electronic format as specified:
 - a) include the information required by the EOI Documents.
 - b) signed by or on behalf of the participant.
- 7.2. Joint EOIs may be submitted. One of the participants to the joint EOI must be identified as the contact point for all communications with the Council relating to the EOI.
- 7.3. 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.
- 7.4. The participant warrants 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.

8. Acceptance of EOIs

- 8.1. RDC may request any Respondent to clarify and/or adjust aspects of its EOI and reserves the right to negotiate with any shortlisted Respondent/s with a view to proceeding to a competitive process or negotiate directly with one or more Respondent /s.
- 8.2. Short-listing of any participant does not constitute acceptance by RDC of that participant's EOI or imply or create any obligations on RDC to proceed to a competitive process or enter into any commitment to purchase any particular goods and/or services from the participant.
- 8.3. RDC reserves the right 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 or withdraw the contract at any time;
 - e) enter into negotiations with one or more of the participants (short-listed or not);and/or
 - f) request additional EOIs; and/or
 - g) proceed to the next procurement process of its choosing or not proceed to a competitive process at all without incurring any liability to any participant (short-listed or not).

9. Submission of response

- 9.1. The Respondent warrants that:
 - a) all information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
 - b) none of the information it submits breaches 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) it has not withheld any information potentially relevant to RDC's consideration of its response, including any actual or potential controversies, disputes or claims involving the participant; and
 - d) the foregoing warranties will remain true and correct during the period of any negotiations between the Respondent and RDC.

10. Confidentiality of EOI information

- 10.1. For the duration of the EOI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the EOI strictly confidential and not make any public statement to any third party in relation to any aspect of the EOI or the EOI process without RDC's prior written consent.
- 10.2. A Respondent may disclose information relating to the EOI to any officer, employee, consultant, operator, professional advisor, partner, principal or director, but only for the purpose of participating in the EOI. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the EOI.
- 10.3. Respondents must not make any public statement regarding this EOI process without the express prior written consent of the Council.
- 10.4. RDC may, if it considers it appropriate, require a participant to sign a confidentiality deed before releasing any confidential or commercially sensitive information to the Respondent. The Respondent agrees to sign the confidentiality deed, if requested.
- 10.5. RDC reserves the right to exclude any participant from this EOI process if the Council becomes aware that the participant has breached any of the obligations set out in this clause.
- 10.6. RDC is subject to the Local Government Official Information and Meetings Act 1987. Information provided by participants may be required to be disclosed under that act. Respondents further acknowledge that RDC's obligations under paragraph 5(a) are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law.



RANGITIKEI
DISTRICT COUNCIL

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Making this place home.