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# REGISTRATION OF INTEREST SPORTS AND RECREATION FOOD AND BEVERAGE SUPPLIES

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# Call for Registrations of Interest (ROI)

by Queenstown Lakes District Council,  
Sports and Recreation

to: Wholesale suppliers of convenience  
food, beverage and reusable drinking  
bottles  
ref: O-23-005

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**ROI released:** Friday 16 September

**Deadline for Questions:** Close of business Friday  
30 September

**Deadline for Registrations:** 12 noon Friday 7  
October

Queenstown Lakes District Council,

Sport & Recreation

[www.qldc.govt.nz/recreation](http://www.qldc.govt.nz/recreation)

Queenstown,

Wanaka,

Arrowtown

# THE OPPORTUNITY

QLDC Sports and Recreation is committed to serving our community in a sustainable and health centric way. This includes providing our patrons with opportunities to purchase food, drink and supplement products that reflect our values around waste minimization and environmental sustainability.

## WHAT YOU NEED TO KNOW

You should be a supplier who has read and is familiar with our [Waste Minimisation & Management](#) and [Climate Action](#) plans.

We are only inviting registrations of interest from suppliers who can demonstrate that their product lines meet the underlying goals and aspirations of these plans.

**Our Waste Minimisation and Management Vision** is to work towards zero waste and a sustainable district. The district's resident population is projected to nearly double between 2018 and 2058, increasing from an average of 38,048 residents to just under 75,000 residents demanding a focus on waste minimization.

Many of us have developed wasteful attitudes towards products and materials. According to the World Bank in terms of urban waste, New Zealand rates as the tenth most wasteful country in the world. The average New Zealander, for instance, throws away 734kg of rubbish a year.

**Our Climate Action Plan Initiative Vision** QLDC's vision to contribute to a positive climate action plan is to achieve net zero carbon emissions by 2050 across the whole district.

QLDC needs suppliers who can empower us to become more resilient to the local impact of climate change across the whole Queenstown Lakes district. QLDC's sports and recreation facilities will lead by example by reducing our own emissions, including those of our patrons who consume our food, beverage and supplement products both on and off-premise.

**Our QLDC Sports and Recreation vision** is to get more people, more active, more often. Our facilities provide places, spaces, programmes & people for connection, recreation and the wellbeing of the community.

## WHO YOU NEED TO BE

Becoming a supplier for us is an opportunity to increase brand reach and to partner with QLDC to showcase your sustainable products within high profile sports facilities, making a positive impact on the environment & the community. We are on a journey to reducing our environmental impact & are looking forward to hearing innovative ways suppliers who are further down this path, can support us.

**Wholesale Supplier** You will be a wholesale supplier who is equally committed to enabling our patrons who consume food, drink and supplement products purchased from us to:

- ✓ Purchase products that have a sustainable supply chain
- ✓ Limit disposal into landfill
- ✓ Reduce non-compostable waste
- ✓ Limit single-use plastic container use
- ✓ Consume products sourced from sustainable methods and ingredients
- ✓ Offer alternative packaging to non-compostable options such as plastic, BPA and glass

**Committed to our Vision** You will be ready to demonstrate to QLDC that:

- ✓ Your products meet one or more of these requirements.
- ✓ You will be able to provide a continued supply (unless seasonal) to our three facilities on a wholesale basis.
- ✓ You will offer a product that is at a Retail Price Point suited to a community sports and recreation facility with a demographic that includes junior, senior, community card holder patrons alongside adult patrons.
- ✓ If you offer beverage and food products, these will have a taste range to suit the variety of our patrons.
- ✓ You can work closely with QLDC to minimise our environmental impact
- ✓ You have innovative initiatives to reducing waste & emissions

## FACILITIES AND USAGE

Our community facilities cater to a wide variety of customers from children through to seniors and we run programmes to attract more users. Users of the two larger sport & recreation centres are mainly local community members, with some domestic and international casual users. Peak periods across the venues are the school holidays, particularly the New Year period. Winter months are generally busier than summer as people look to exercise indoors.

**Queenstown Events Centre;** open 363 days per year for 99 hours per week

Our largest multi-purpose facility including:

- **Pool complex** | hydrosides, hot pool, learn to swim pool, lap pool & leisure pool. Membership numbers are at 991 currently and there is a high number of casual admissions
- **Swim School** | 1,300 swim school members
- Outdoor sports fields & turf and two court indoor stadium with winter sports creating peak activity during the winter months. We have adult and children participating in these sports
- **Gym & group fit and RPM studio** | Over 2,900 members. Membership demographics are largely the 25-45 age bracket, and we do have senior & youth programmes
- **Meeting rooms and events** | Two large meeting room/function spaces available for community & commercial bookings and the stadium can be transformed into an event venue for large concerts and commercial events. Larger events occur 4-5 times per year in Queenstown Events Centre
- **A lease-holder operated café** | Located within the foyer, selling fresh food and coffee

**Wanaka Recreation Centre;** open 363 days per year for 99 hours per week

Our second largest multi-purpose facility including:

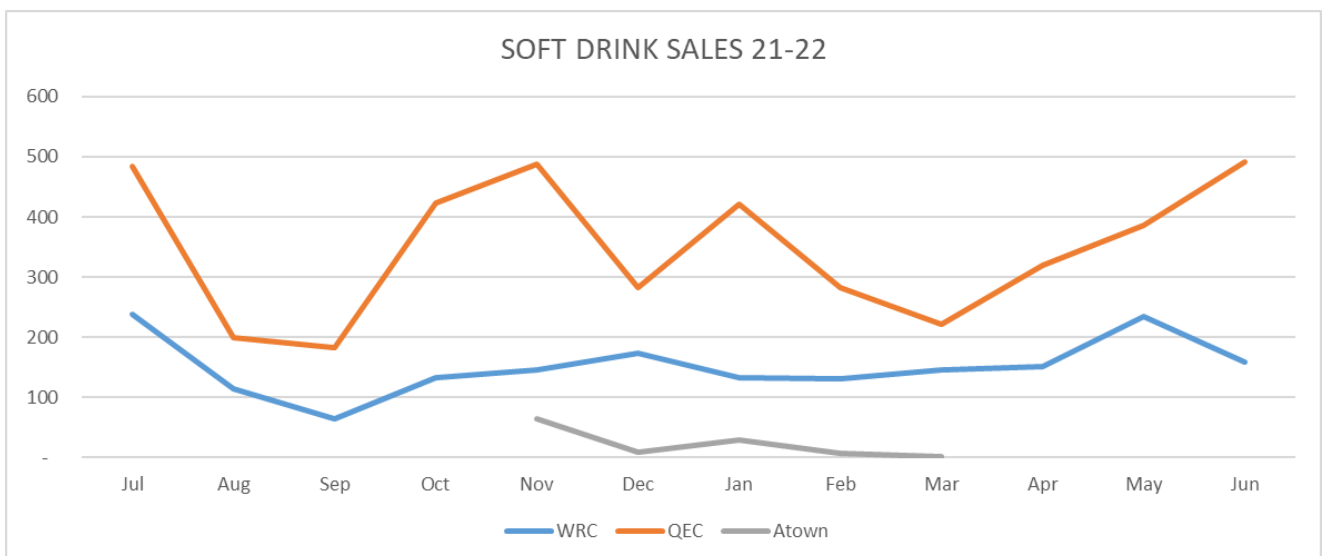
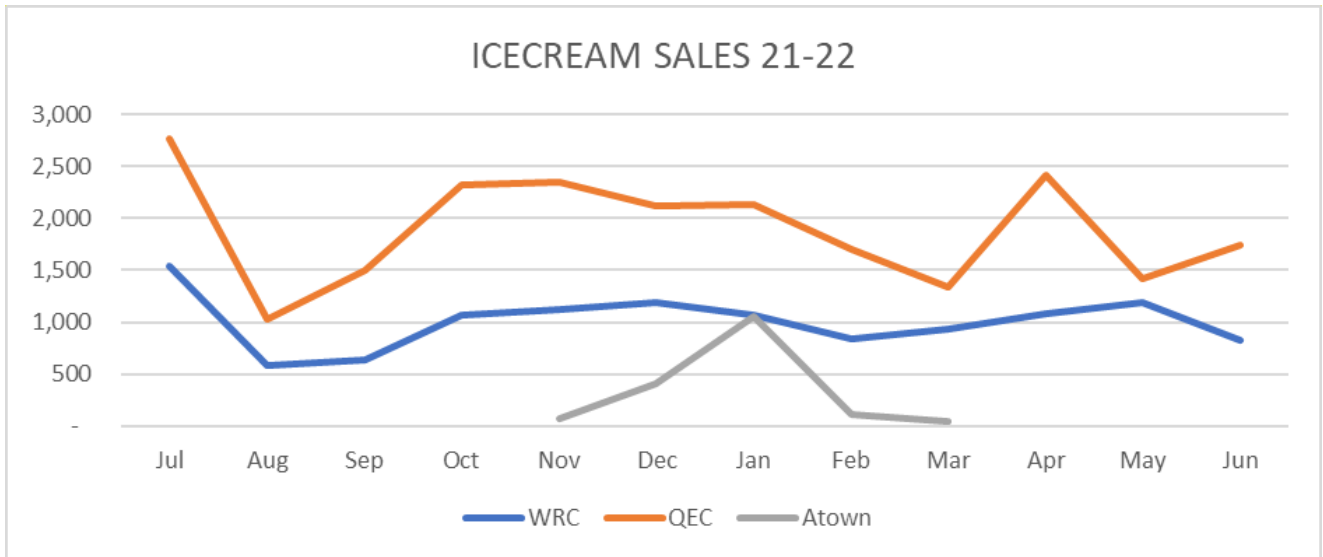
- **Pool complex (hot pool, learn to swim/leisure pool & lap pool** | Membership numbers are at 1,467 currently with a moderate number of casual admissions
- **Swim School** | 600 swim school members
- **Outdoor sports fields & turf and two court indoor stadiums** | Winter sports creating peak activity during the winter months. We have adult and children participating in these sports
- **Meeting rooms and events** | one meeting room space available for community bookings and the stadium can be transformed into an event venue for large concerts and commercial events.

### **Arrowtown Memorial Pool**

A small community swimming pool, operational in summer only.

QLDC Registration of Interest

**Number of popular products sold – 2021-2022**



# PRODUCTS WE ARE SEEKING

We are seeking Registrations of Interest from **wholesale suppliers** who can QLDC invites registrations of interest from wholesale suppliers for **one or more** of the following:

1. **Long Life convenience foodstuffs** suited to recreational and sport facilities that do not require refrigeration and are suited to a 'grab and go' option for our patrons.

QLDC Sports and Recreation currently sells pre-packaged snacks, nuts, chocolates, chips, popcorn, muesli bars, cookies & protein bars. We are open to considering any convenience products that are suitable for our fast-paced operations, alongside meeting both the needs of our customers and QLDC's vision to minimise waste and emissions.

2. **Ice Cream and Ice Block products** suited to junior and adult patrons in single serve portions as a grab and go option for our patrons.
3. **Cold Beverage products including:**
  - a. **Soft Drinks**
  - b. **Sports Drinks**
  - c. **Smoothies**
  - d. **Juices**
  - e. **Cold coffee/chocolate drinks**
  - f. **Health Drinks**
4. **Gym supplements** suited to adult recreational and sport patrons including:
  - a. **Protein bars**
  - b. **Protein powder/drinks (plant & whey)**
  - c. **Branched chain amino acid powder/drinks**
  - d. **Pre-workout drinks/powder**
5. **Reusable non-glass drink bottles** for resale for use on-site for no-cost water refills

## LOCATIONS

The Respondent must have logistics capability to deliver products to the QLDC Sports and Recreation locations listed below:



1. Queenstown Events Centre, Joe O'Connell Drive, Frankton, Queenstown
2. Wanaka Recreation Centre, 41 Sir Tim Wallis Drive (off Ballantyne Road), Wānaka
3. Arrowtown Memorial Pool, 4 Hertford Street, Arrowtown



## SECTION 1: How to Register Your Interest

### 1.1 Registrations of Interest

- a. This Registration of Interest (ROI) is an invitation to submit a Registration of Interest only.
- b. This ROI is the first step in a procurement process.
- c. After evaluation, shortlisted Respondent/s will be invited to discuss your offering in more detail.

### 1.2 Our timeline

Here is our timeline for you to ask further questions in connection with this ROI (all are New Zealand times and dates):

<b>Deadline for Questions from Respondents</b>	Close of Business	30.09.22
<b>Deadline for Registrations</b>	12 noon	07.10.22
<b>Notification Date</b>	Close of Business	28.10.22

### 1.3 How to Submit Responses and Questions

- a. Submit your response online at <https://www.qldc.govt.nz/foodandbev> (copy and paste the URL)
- b. For questions, contact us through our Point of Contact via **email**.
- c. Our Point of Contact:  
**Name:** Merle Strudthoff  
**Title/role:** Business Operations Coordinator  
**Email address:** [sportandrecreationprocurement@qldc.govt.nz](mailto:sportandrecreationprocurement@qldc.govt.nz)  
**Address:** Queenstown Events Centre, 33 Joe O'Connell Drive, Frankton, Queenstown 9300
- d. We will not accept Registrations sent by post or delivered to our office.

### 1.4 Samples

- a. Please submit samples of your product/s to us for the purposes of evaluation.
- b. Send samples to the Point of Contact at the address above.

### 1.5 Developing and submitting your Registration

- a. **Read our Requirements** Take time to read and understand the requirements, especially around our environmental and sustainability objectives.
- b. **Submit Questions** If you have any questions, contact our Point of Contact before the Deadline for Questions (see 1.2 above).
- c. **Send Samples** If appropriate, please send your samples. This can be before or after you submit your registration of interest.
- d. **Use the Response Form** Please use the response form supplied to submit your information. You may add additional attachments or documentation as desired.
- e. **Complete and sign** the declaration at the end of the Response Form.
- f. **Submit your Registration** before the Deadline for Registrations.

## **1.6 ROI Terms and Conditions**

The ROI is subject to the ROI Terms and Conditions at Section 4.

## **1.7 Late changes to the ROI or ROI process**

- a. After publishing the ROI, if we need to change anything or provide additional information we will let all Respondents know by contacting Respondents by email.**



## SECTION 2: Our Requirements

This section sets out the requirements. You may submit a Response for one or more products in the same Response.

### 2.1 Supply Term

QLDC will determine any supply terms based on the nature of the product, seasonal requirements and volume.

### 2.2 Minimum Requirements

All Respondents must comply with the following minimum requirements:

#	Requirement
1	Food & beverage products must have minimal or environmentally sustainable packaging (excludes glass)
2	Reusable bottles must be made from environmentally sustainable materials
3	Suppliers must be able to supply a continuous supply of product to our facilities (except where seasonal)
4	Suppliers must be able to provide sample products as part of the evaluation
5	Suppliers must have robust returns for faulty or damaged or inedible products
6	Suppliers must meet all NZ food standards

## SECTION 3: Our Evaluation Approach

### 3.1 Evaluation Scoring

QLDC reserves all rights to assess responses using its own internal criteria. To provide you with guidelines as to how we will assess responses, see table below.

Rating	Definition	Score
EXCELLENT	Respondent demonstrates exceptional ability, understanding, experience and skills. Responses identify factors that will offer potential added value, with supporting evidence.	9-10
GOOD	Respondent demonstrates above average ability, understanding, experience and skills. Quote identifies minor additional benefits, with supporting evidence.	7-8
ACCEPTABLE	Respondent demonstrates the ability to meet the criteria, with supporting evidence.	5-6
RESERVATIONS	Satisfies a minimum of the criteria but not all. Reservations about the Respondent to adequately meet the criteria. Little supporting evidence.	3-4
SERIOUS RESERVATIONS	Extremely limited or no supporting evidence to meet the criteria. Minimum effort made to meet the criteria.	1-2
UNACCEPTABLE	Does not comply or meet the criteria at all. Insufficient information to demonstrate the criteria.	0

## SECTION 4: ROI Terms and Conditions

These terms and conditions apply to this Registration of Interest (ROI).

### Definitions

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

Business Day	Any weekday in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
QLDC	Queenstown Lakes District Council of 10 Gorge Road, Queenstown 9300.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ROI or in general.
Confidential Information	<p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the ROI process, where that information:</p> <ol style="list-style-type: none"><li>is by its nature confidential</li><li>is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or</li><li>the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.</li></ol> <p>However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.</p>
Conflict of Interest	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to:</p> <ol style="list-style-type: none"><li>conflict with the Respondent's obligations to QLDC under the ROI or in the provision of the goods or services, and/or</li><li>call into question the independence, objectivity or impartiality of any person involved in the ROI process on behalf of QLDC.</li></ol> <p>A Conflict of Interest may be:</p> <ol style="list-style-type: none"><li>actual: where the conflict currently exists</li><li>potential: where the conflict is about to happen or could happen, or</li><li>perceived: where other people may reasonably think that a person is compromised.</li></ol>
Deadline for Answers	The deadline for QLDC to respond to questions submitted by a Respondent stated in the ROI.

Deadline for Registrations	The deadline for delivering or submitting Registrations to QLDC as stated in the ROI.
Deadline for Questions	The deadline for submitting questions to QLDC as stated in the ROI.
Evaluation Approach	The approach used by QLDC to evaluate Registrations.
Intellectual Property	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.
Point of Contact	QLDC and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process.
Registration	The response a Respondent submits in reply to the ROI. It comprises the ROI Response Form, and all other information submitted by a Respondent.
Registration of Interest	A formal request by a QLDC asking potential Respondents to register their interest in a procurement by QLDC for Goods and/or Services.
Call for Registrations (ROI)	The ROI this ROI document (including these ROI-Terms) and any other schedule, appendix or document attached to the ROI, and any subsequent information provided by QLDC to Respondents through QLDC's Point of Contact.
Requirements	QLDC's requirements for goods and/or services as described in the ROI.
Respondent	A person, company or organisation that submits a Registration in response to the ROI.
ROI Response Form	The form and declaration prescribed by QLDC and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondent as part of the Registration.
ROI-Terms	Means these ROI Terms as set out in Section 6 of the ROI, together with any additions or amendments to those ROI Terms specifically identified in Section 1 of the ROI.
Successful Respondent	Following the evaluation of Registrations and successful negotiations, any Respondent is invited to provide pricing or quotes to deliver all or part of the Requirements.

## 4.1 Respondent Obligations

The Respondent must:

- a. read the complete ROI and any additional information provided and referred to by QLDC.
- b. respond using the ROI Response Form provided and include all information QLDC requests.
- c. consider the risks and contingencies relating to the delivery of the ROI requirements and outline how it will manage those risks and contingencies.
- d. include any assumptions, dependencies and/or qualifications in the Registration, including anything that may limit its obligations or increase its quoted pricing or cost estimates.
- e. If pricing is requested, quote prices in NZ\$, exclusive of GST.
- f. obtain independent advice before submitting a Registration (if necessary).
- g. make sure the Registration is correct and the any pricing (if supplied as part of this ROI or subsequent enquiries is sustainable for any proposed supply term.

## 4.2 Process acceptance

By submitting a Registration, the Respondent accepts these ROI Terms.

## 4.3 No obligation, no penalty

Suppliers are not expected or required to submit a Registration in order to remain on any prequalified or registered supplier list.

## 4.4 Respondent questions

- a. The Respondent must make sure they understand the ROI.
- b. If the Respondent has any questions or needs clarification, they:
  - i. must submit questions before the Deadline for Questions (Section 1 of the ROI)
  - ii. must clearly indicate any commercially sensitive information in their questions
  - iii. may withdraw their questions at any time.
- c. When QLDC receives questions before the Deadline for Questions:
  - i. QLDC will respond on or before the Deadline for Answers. QLDC may provide details of both the questions and the answers to other Respondents. In these circumstances QLDC will summarise the questions and will not disclose the Respondent's identity.
  - ii. QLDC will not publish the Respondent's commercially sensitive information. However, if QLDC considers the information to be significant for all Respondents, QLDC may modify the question and publish both this and the answer. In that case QLDC will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

## 4.5 Submitting a Registration

- a. The Respondent must ensure QLDC receives the Registration at the correct email address on or before QLDC Registration of Interest

the Deadline for Registrations.

- b. After the Deadline for Registrations, QLDC will acknowledge receipt of the Registration.
- c. The Respondent must ensure that all information they provide to QLDC:
  - i. is true, accurate and complete
  - ii. is not misleading in any material respect
  - iii. does not contain material that infringes a third party's intellectual property rights
- d. QLDC may rely on the Registration and all information provided by the Respondent during the ROI process (e.g. correspondence and negotiations).

#### **4.6 Evaluation panel**

- a. QLDC's panel will consider the Registration.
- b. QLDC may have different panel members for considering different aspects of the Registration.
- c. QLDC may include independent advisors as panel members to consider some or all aspects of the Registration.

#### **4.7 Third party information**

- a. QLDC may request information from a third party where QLDC considers the information may be relevant to the ROI process, excluding commercially sensitive information about pricing or contract terms.
- b. If this occurs, the Respondent:
  - i. authorises QLDC to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to QLDC
  - ii. agrees QLDC may use that information in its evaluation of the Registration
  - iii. must ensure that all referees listed in the Registration agree to provide a reference.

#### **4.8 Clarification of Registration**

- a. QLDC may ask the Respondent for more information or clarification on the Registration at any time during the ROI process.
- b. QLDC need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by QLDC.
- d. If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by QLDC), QLDC may remove the Registration from its evaluation process.

#### **4.9 Evaluation and shortlisting of Registration**

- a. QLDC will initially evaluate the Registration based on the Respondent's submitted ROI Response Form.
- b. QLDC may adjust its evaluation after considering additional information or clarification.
- c. After the shortlisting of Respondents based on their Registrations, any further participation by a shortlisted Respondent in any subsequent stage of the procurement process that flows out of the ROI will be subject to the shortlisted Respondent accepting.
- d. If a Respondent is not shortlisted based on its Registration, QLDC may exclude it from any further participation in any subsequent stage of the procurement process that flows out of the ROI.

#### **4.10 No guaranteed outcome or contract award**

- a. If a Registration is shortlisted this does not mean that QLDC has accepted an offer or made any

commitment.

- b. There is no obligation for QLDC to enter negotiations with, or award a Contract to, any shortlisted Respondent.

#### **4.11 Notification of outcome**

Following receipt of Registrations, QLDC will let all unsuccessful Respondents know if QLDC does not wish to proceed to make further enquiries; and

#### **4.12 QLDC's Point of Contact**

- a. The Respondent must direct all ROI enquiries to QLDC's Point of Contact.
- b. The Respondent must not approach any other employee or other representative of QLDC, directly or indirectly, for information on any aspect of the ROI.
- c. Only the Point of Contact, or a person authorised by QLDC, may communicate with the Respondent on any aspect of the ROI. QLDC will not be bound by any statement made by any other person.
- d. QLDC may change its Point of Contact at any time. QLDC will notify the Respondent of any change by email.
- e. If the Respondent has an existing Contract with QLDC, the Respondent must not use its business-as-usual communications to contact QLDC regarding the ROI.

#### **4.13 Conflict of Interest**

- a. The Respondent must complete the Conflict of Interest declaration in the ROI Response Form. If a joint Registration is being submitted, each party must complete the Conflict of Interest declaration separately.
- b. If a Conflict of Interest arises during the ROI process, the Respondent must inform QLDC immediately.
- c. QLDC may exclude a Respondent from the ROI process if a material Conflict of Interest arises.

#### **4.14 Ethics**

- a. The Respondent must not attempt to influence, reward or benefit any representative of QLDC, nor offer any form of personal inducement, in relation to the ROI or the ROI process.
- b. QLDC may exclude the Respondent from the ROI process where it considers any breach of these ROI Terms has occurred.
- c. To maintain a fair and ethical ROI process, QLDC may require additional declarations or other evidence from the Respondent, or any other person, at any time.

#### **4.15 Anti-collusion and bid rigging**

- a. By submitting the Registration, the Respondent warrants that:
  - i. the Registration has not been prepared in collusion with a Competitor
  - ii. it will not engage in deceptive or improper conduct during the ROI process.
- b. QLDC may exclude the Respondent from the ROI process if a breach of these warranties occurs.
- c. QLDC reserves the right to report suspected collusion or anti-competitive behaviour to the appropriate authority, and to give that authority all relevant information, including the Registration.

#### **4.16 Confidential Information**

- a. Without limiting any other confidentiality agreement between them, QLDC and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this Section neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.

- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the ROI process on that party's behalf, but only for the purpose of participating in the ROI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else and does not use the information for any purpose other than participating in the ROI process.
- d. The Respondent acknowledges that QLDC's confidentiality obligations are subject to requirements imposed by the Local Government Official Information and Meetings Act 1987 (**LGOIMA**), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where QLDC receives an LGOIMA request that relates to a Respondent's Confidential Information, QLDC will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- e. The Respondent may disclose QLDC's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with QLDC before making such a disclosure.
- f. QLDC will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

#### **4.17 Costs of participating in the ROI process**

Except as otherwise stated in the ROI, the Respondent must meet their own costs associated with the preparation, presentation and negotiation of the Registration.

#### **4.18 Ownership of documents**

- a. The ROI and its contents remain the property of QLDC. All Intellectual Property rights in the ROI remain the property of QLDC or its licensors.
- b. QLDC may request the immediate return or destruction of any ROI documents and any copies, in which case the Respondent must comply in a timely manner.
- c. All documents forming part of the Registration will, once they are delivered to QLDC, become the property of QLDC. The Registration will not be returned to the Respondent.
- d. Intellectual Property rights in the Registration remain the property of the Respondent or its licensors.
- e. The Respondent grants to QLDC a licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the ROI process, including keeping appropriate records.

#### **4.19 Limited rights and obligations**

- a. **Except as stated otherwise in this Section nothing in the ROI, these ROI Terms or the ROI process creates a Contract or any other legal relationship between QLDC and Respondent, unless and until they enter into a Contract.**
- b. The following are binding on the Respondent:
  - i. The Respondent's signed declaration (contained in the ROI Response Form).
  - ii. The Respondent's obligations under these ROI Terms Nothing in this Section takes away from any rights or remedies QLDC may have in relation to the Respondent's statements,

representations or warranties in the Registration or in correspondence or negotiations with QLDC.

- c. Clauses 4.16 (Confidential Information) and 4.18 (Ownership of documents) are binding on QLDC.
- d. All terms and other obligations that are binding on QLDC are subject to QLDC's additional rights in Clauses 4.21 (QLDC's additional rights).

## **4.20 Exclusion from the ROI process**

- a. QLDC may exclude the Respondent from the ROI process if the Respondent:
  - i. has not provided requested information in the correct format
  - ii. has breached the ROI-Terms and QLDC considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Recipient)
  - iii. included a material error, omission or inaccuracy in the Registration
  - iv. is in bankruptcy, receivership or liquidation
  - v. has made a false declaration
  - vi. has a conviction for a serious crime or offence
  - vii. has failed to pay taxes, duties or other levies
  - viii. represents a threat to national security or to confidentiality of government information
- b. QLDC may exclude the Respondent from the ROI process if:
  - i. there was a serious performance issue in a previous, or current, contract delivered by the Respondent
  - ii. QLDC considers the integrity of the Respondent is in doubt due to the Respondent's professional misconduct or an act or omission contrary to the Supplier Code of Conduct, and/or
  - iii. QLDC becomes aware of any other matter that materially diminishes QLDC's trust in the Respondent.

## **4.21 QLDC's additional rights**

- a. Changes to the ROI
  - i. QLDC may amend, suspend, cancel or re-issue the ROI, or any part of it, so long as it notifies the Respondent.
  - ii. QLDC may change material aspects of the ROI, such as the timeline, Requirements or Evaluation Approach, provided it gives the Respondent time to respond to update its Registration in relation to the changes.
- b. Timeline
  - i. QLDC may accept a late Registration if it is QLDC's fault it is late, or if QLDC considers there is no material prejudice to other Respondents in accepting a late Registration.
  - ii. QLDC may answer a question submitted after the Deadline for Questions and notify all Respondents about the submission of the question and the answer.



- c. The Registration**
  - i. QLDC may accept or reject any Registration, or part of a Registration. This includes any non-compliant, non-conforming or alternative Registration.
  - ii. QLDC may decide not to accept the lowest price conforming Registration, unless stated otherwise in the Evaluation Approach.
- d. ROI Process**
  - i. QLDC may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.
  - ii. QLDC may provide Respondents with information arising from questions about the ROI.
  - iii. QLDC may withhold information arising from questions about the ROI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
  - iv. QLDC may waive requirements or irregularities around the ROI process if QLDC considers it appropriate or reasonable to do so.
  - v. QLDC may decide not to shortlist any Respondent.
- e. Consortia and unbundling**

QLDC may make its selection conditional on the Respondent agreeing to:

  - i. QLDC selecting the Respondent to deliver the Requirements as a joint venture or consortium with another Respondent selected by QLDC, and/or
  - ii. QLDC selecting individual elements of the Registration that can be delivered separately, unless the Registration specifically states that the Registration, or the relevant elements, must be taken collectively.

## **4.22 New Zealand law**

- a. The laws of New Zealand govern the ROI. Each Respondent agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the ROI or the ROI process.
- b. The Respondent agrees that it cannot bring any claim in relation to the ROI except in a New Zealand court.

## **4.23 Disclaimer**

- a. Nothing contained or implied in the ROI, or ROI process, or any other communication by QLDC to the Respondent is to be construed as legal, financial or other advice.
- b. QLDC will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up to date.
- c. QLDC will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the ROI process, whether as a result of QLDC exercising its rights under these ROI Terms QLDC's negligence or breach of these ROI Terms, QLDC failing to select the Respondent as a Successful Respondent, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of QLDC, its agents and advisors in connection with the ROI process, to all Respondents combined, is NZ\$1,000.

- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability QLDC may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

#### **4.24 Precedence**

- a. Any conflict or inconsistency in the ROI shall be resolved by giving precedence in the following descending order:
  - i. Section 1 of the ROI
  - ii. these ROI-Terms
  - iii. all other Sections of the ROI document
  - iv. any additional information or document provided by QLDC to Respondents through QLDC's Point of Contact.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

## SECTION 5 –RESPONSE FORM ONLINE: <https://www.qldc.govt.nz/foodandbev>

Please copy and paste the URL above to fill in the response form (example below)

### Respondent profile

This is a response to the [insert ROI name] issued by Queenstown Lakes District Council on [insert date of the ROI].

This is a Response by [insert the name of your organisation] (the Respondent).

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[insert your registered company name and number (either NZBN or <a href="#">Companies Office</a> number if applicable)]
Physical address:	[if more than one office – put the address of your head office]
Postal address:	[e.g. P.O. Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]

### Respondent Point of Contact

Item	Detail
Contact person:	[name of the person responsible for communicating with QLDC]
Position:	[job title or position]
Phone number:	[landline]
Mobile/Cell number:	[mobile]
Email address:	[work email]

### SUPPLIER STATEMENT

Please supply a values or other statement to explain how you consider you meet our ROI Minimum Requirements.

Statement
<i>Insert your statement here</i>
Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/>

## COMPLIANCE WITH ROI MINIMUM REQUIREMENTS

All Respondents must comply with the following minimum requirements:

#	Requirement
1	<p><b>Food &amp; beverage products must have minimal or environmentally sustainable packaging (excludes glass)</b></p> <p><i>Provide information on product packaging</i></p> <p>Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p>
2	<p><b>Reusable bottles must be made from environmentally sustainable materials</b></p> <p><i>Check this box if this applies to your product</i> Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p> <p><i>Provide detail on the material of the bottles</i></p> <p>Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p>
3	<p><b>Suppliers must be able to supply a continuous supply of product to our facilities (except where seasonal)</b></p> <p><i>Please provide information on your ability to supply (e.g. who you use for freight, if you have local distribution depots in proximity to Queenstown District, if you use a third-party carrier)</i></p> <p><i>Include any contingencies (e.g. alternative suppliers, alternative products available as substitution)</i></p> <p>Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p>
4	<p><b>Suppliers must be able to provide sample products as part of the evaluation</b></p> <p><i>Provide a detailed list of your proposed products (or link online) including</i></p> <ol style="list-style-type: none"> <li><i>1. Wholesale price</i></li> <li><i>2. Recommend retail price</i></li> <li><i>3. Shelf life (if applicable)</i></li> </ol> <p><i>Please send sample products to:</i>  ATT: Merle Strudthoff  Queenstown Events Centre  33 Joe O'Connell Drive  Frankton  Queenstown, 9300</p> <p>Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p>
5	<p><b>Suppliers must have robust returns process for faulty or damaged or inedible products</b></p> <p><i>Describe or attach your returns and/or replacement policy</i></p> <p>Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p>
6	<p><b>Suppliers must meet all NZ food standards</b></p> <p><i>Please attached evidence of food standards certifications or other accreditations</i></p>

	Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/>
7	<p>Please provide any additional links or attachments to assist with our evaluation.</p> <p><b>You may continue with additional sheets.</b></p> <p>Attachments included? Yes <input type="checkbox"/> Not Applicable <input type="checkbox"/></p>

## DECLARATIONS

<b>Conflicts of Interest</b>
<p>Confirm that you are not aware of any of QLDC's personnel having any interest in, or association with you that may give rise to any perceived, potential or actual Conflicts of Interest. If unable to confirm, provide an explanation.</p>
<p>No Conflict to Declare <input type="checkbox"/></p> <p>Conflict to Declare <input type="checkbox"/> <i>Describe the conflict</i></p>

Respondent's Declaration		
Item	Declaration	Confirmed
<b>ROI Terms and Conditions</b>	I have read and fully understand this ROI including the ROI Terms and Conditions and related questions/answers and Tender Notifications. I confirm that the Respondent agrees to be bound by them.	<input type="checkbox"/>
<b>Collection of further information</b>	<p>I authorise QLDC to:</p> <ul style="list-style-type: none"> <li>(a) collect relevant information about my organisation and Key Personnel, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client</li> <li>(b) use such information in the evaluation of this Response.</li> </ul> <p>The Respondent agrees that all such information will be confidential to QLDC.</p>	<input type="checkbox"/>
<b>The Requirements</b>	I have read and fully understand the nature and extent of The Requirements of the ROI. I confirm that the Respondent has the necessary capability and capacity to fully meet or exceed the Requirements.	<input type="checkbox"/>
<b>Ethics</b>	<p>In submitting this Response, the Respondent confirms that it:</p> <ul style="list-style-type: none"> <li>(a) has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor</li> <li>(b) has not directly or indirectly approached any representative of QLDC (other than the Point of Contact) to lobby or solicit information in relation to the RFP</li> <li>(c) has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of QLDC.</li> </ul>	<input type="checkbox"/>

<b>Conflicts of Interest</b>	All Conflicts of Interest that the Respondent is aware of have been reported in the Conflict of Interest Section of this Declaration Form. Where a Conflict of Interest arises during the ROI process, the Respondent will report it immediately to the Point of Contact.	<input type="checkbox"/>
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**DECLARATION:**

I declare that in submitting this registration of interest and declaration:

- (a) the information provided is true, accurate and complete and not misleading in any material respect
- (b) the Response does not contain Intellectual Property that will breach any third party's rights
- (c) I have secured all appropriate authorisations to submit this Response, to make the statements and to provide the information in the Response
- (d) I understand that the falsification of information, supplying misleading information or the suppression of material information in the Response and this declaration may result in the Response being excluded from further evaluation or selection

By signing this declaration the signatory below confirms that he/she has been authorised by the Respondent to make this declaration on its behalf.

Signature: \_\_\_\_\_

Full name: [Full name of the person authorised to represent the Respondent] \_\_\_\_\_

Title/position: [Title/position of the person authorised to represent the Respondent] \_\_\_\_\_

Respondent's name: [Respondent's trading name] \_\_\_\_\_

Date: [Date] \_\_\_\_\_

END OF ROI