

<b>TENDER DETAILS</b>	
Tender No.	RFT No.01/2024
Tender Title	MANAGEMENT AND OPERATION OF SHIRE OF QUAIRADING MEMORIAL SWIMMING POOL
Description	The Shire of Quairading requests quotes for the Management of the Memorial Swimming Pool
Allocation within the Budget	\$75,000
GL Code / Job ID	121102500.2100
Particulars of the decision to invite Tenders	Current Contract Expired
Tender Deadline Date and Time <i>(Minimum 14 days)</i>	Advertised on Friday 5 <sup>th</sup> July 2024. Closing date 22 <sup>nd</sup> July 2024
<b>Advertisement Details:</b>	
RFT File Path	<a href="#">T:\5 – 5 - COUNCIL PROPERTIES\06. TENDERING\2. SWIMMING POOL</a>
Shire Website & Social Media	

<b>TENDERS RECEIVED</b>		
Tender Opening Date and Time:	Tenders opened at 08:30 am 08/07/2024.	
Tenders opened in the presence of: <i>(an Executive staff member must be present)</i>	Name: Tricia Brown Marion Hausler	Signature:
<b>Tenderers:</b>		
1.		
2.		
3.		
4.		
5.		

<b>COUNCIL RESOLUTION &amp; SUCCESSFUL TENDERER</b>		
Was this decision by Delegated Authority?	Yes	No
<b>Record of Decision</b>		
Council Meeting Date:	Resolution No:	

<b>Successful Tenderer</b>	
<b>Value of Successful Tender</b>	

TENDER CHECKLIST

1. COMPLETION OF TENDER COVERSHEET	

**REQUEST FOR TENDER**

**SHIRE OF QUAIRADING**

**MANAGEMENT AND OPERATION OF SHIRE OF QUAIRADING  
MEMORIAL SWIMMING POOL**

**RFT No. 01/2024**

**Tenders Close: Monday, 22 July 2024**

## ***TENDER 01/2024***

### **MANAGEMENT AND OPERATION OF SHIRE OF QUAIRADING MEMORIAL SWIMMING POOL**

Tenders are invited from suitably qualified and experienced aquatic facility managers to undertake the Management and Operation of the Quairading Memorial Swimming Pool in Quairading.

Quairading is a family friendly town with excellent educational, medical, recreational, and shopping amenities. The town is proud of its rich heritage and supports a wide range of sporting and community organisations.

The facility includes a heated learn to swim pool and walk in beach toddler pool as well as an 8 Lane 25m accessible lap pool. The facility is well patronised by all age groups during the pool season which runs from 1st November to 31st March.

Tender packages are available by contacting the Shire Office on (08) 9645 2400 or email [shire@quairading.wa.gov.au](mailto:shire@quairading.wa.gov.au).

Confidential enquiries may also be directed to the Executive Manager Corporate Services, Tricia Brown on (08) 9645 2400 or email: [tricia.brown@quairading.wa.gov.au](mailto:tricia.brown@quairading.wa.gov.au)

Completed tenders addressing the selection criteria will be received up to noon on **Monday 22 July 2024**, addressed to the CEO and may be submitted in a sealed envelope at 10 Jennaberring Road, Quairading or by email to [shire@quairading.wa.gov.au](mailto:shire@quairading.wa.gov.au)

NATALIE NESS  
CHIEF EXECUTIVE OFFICER  
PO BOX 38  
QUAIRADING WA 6383

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## CONDITIONS OF TENDER (PART A)

Below is a summary of some of the important defined terms used in this request.

<b>Attachments</b>	The documents you attach as part of your Tender.
<b>Contractor</b>	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this request.
<b>Facility</b>	Means the aquatic facility, Quairading Memorial Swimming Pool and equipment and buildings therein.
<b>General conditions of contract</b>	Means the general conditions of contract within this document.
<b>Manager and Operator</b>	Means the Contractor
<b>Offer Principal</b>	Your offer to supply the Requirements. Shire of Quairading.
<b>RFT or Request for Tender Requirement</b>	This document. The Services requested by the Principal.
<b>Selection Criteria</b>	The Criteria used by the Principal on evaluating your Tender.
<b>Specification</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender</b>	Completed Offer Form, Response to the Selection Criteria and Attachments
<b>Tenderer</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Tender Open Period</b>	The time between advertising the Request and the Deadline.



## TENDER DOCUMENTS

The Tender Documents shall consist of the Conditions of Tender (A), General Conditions of Contract (B), Tender Forms (1-4 at C in this document) and the Contract for the Management and Operation of the Quairading Memorial Swimming Pool for the Shire of Quairading (including Scope of Work), Schedule of Prices and such other documents (except those provided for information only) as are issued for the purpose of Tendering and any other document specifically referred to in the Notice of Acceptance as forming part of the successful Tenderer's offer.

## VALIDITY

Tenders close at the office of the Principal by the date indicated on the Request to Tender. Tenders received after this closing date shall be rejected. Tender rates shall remain valid for 90 days from the closing date.

## TENDER ENQUIRIES

Any enquiries regarding the Tender Documents, Description and Scope of Works, etc. should be referred to the Shire of Quairading Executive Manager Corporate Services.

## DISCREPANCIES, ERRORS, AND OMISSIONS

Should the Tenderer find any discrepancy, error, or omission in the Tender Documents they shall notify the Shire of Quairading Executive Manager Corporate Services (in writing prior to the closing date for the Tenders).

No explanation of amendment to the Tender Documents shall be recognised unless it is in the form of a written addendum thereto by or on behalf of the Principal. All respondents to the Request for Tender will be provided with Addenda.

## TENDERER TO INFORM THEMSELVES

The Tenderer shall inform themselves fully of all circumstances and conditions relating to the Contract and all risks and contingencies likely to affect their Tender. The Tenderer shall satisfy themselves as to the correctness and sufficiency of their Tender.

Claims by the Contractor for extra remuneration on the ground of not being furnished with sufficient or accurate information will not be entertained.

## SUBMISSION OF TENDER

The Tender Documents (Forms 1 - 4) shall be completed in full by the Tenderer and submitted with any required support materials either:

a) In a sealed envelope clearly marked with the Tender number and title, and delivered to the Shire Admin Office, 10 Jennaberring Road, Quairading; or,

b) Electronically in PDF format via email clearly stating the Tender number and title in the subject line to [shire@quairading.wa.gov.au](mailto:shire@quairading.wa.gov.au)

The Tenderer shall not alter or add to the Tender Documents except as required by these Conditions of Tender.

The Tenderer shall sign the Tender forms where applicable, or if the Tenderer is a corporation, affix its common seal.

It will be the responsibility of the Tenderer to ensure the email is submitted before the closing time of the Tender.

Tenders conveyed orally or by facsimile will not be considered.

## INFORMAL TENDERS

Any Tender which does not comply with the requirements of these Conditions of Tender, or the General Conditions of Contract may be rejected.

## PREREQUISITES OF ACCEPTANCE

Notwithstanding any other requirements of the Tender documents, the Principal may, before accepting any Tender, ask the Tenderer to submit, in writing, electronically or otherwise, any or all of the following:

- A statement as to the previous experience and achievements in performing similar or comparable work and the resources to be utilised in the completion of this work.
- Proof of skills levels, qualifications, experience and capability of employees and staff that will be utilised in the completion of this work.
- Provision of a copy of relevant licenses or authority necessary to execute the work under this Contract.
- Any other information considered necessary by the Principal to aid in the evaluation of Tenders received.

Any submissions made by the Tenderer may be incorporated into the Contract.

Should the Tenderer fail to submit the required information within seven (7) days of a request to do so, the Tender may be treated as informal and then rejected.

## SELECTION CRITERIA

The following criteria with percentage weightings will be taken into consideration in determining the successful tenderer:

CRITERIA	WEIGHTING
<b>Demonstrated qualifications and experience in managing and operating an aquatic facility for the purposes of public use;</b> the provision of and content thereof of supporting statements by the Manager and Operator and referees; assessment by Elected Members, management or the Shire’s advisors <b>(Essential)</b>	60%
<b>Statement of key personnel, skills, qualifications and experience relevant to this Request for Tender.</b> Statements by the Manager and Operator or their referees and any by the Shire’s advisors may be applicable to this criterion. <b>(Essential).</b>	20%
<b>Tenderer’s access to alternative resources, ability to manage business risk or other statements demonstrating response to situations of customer need.</b>	10%
<b>Any other material disclosed by the tender process,</b> including (for example) terms to be negotiated or experience in a rural environment.	10%

## RISK MANAGEMENT AND EVALUATION PROCESS

Evaluation will be made on the total Schedule of Rates sum that comprises the full team to perform the work as detailed in the Scope of Works. The Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this request:

- i. Tenders are checked for completeness and compliance.
- ii. Tenders that do not contain all information requested may be excluded from evaluation.
- iii. Tenders will be assessed against the Selection Criteria.
- iv. Contract components and costs are evaluated, and other relevant performance criterion are considered.
- v. The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the service offered and/or attend open

premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal. The awarding of any contract is subject absolutely to decisions of the Shire of Quairading Council.

The Principal may undertake a risk assessment as to technical capability and capacity to provide the services for which they are submitting; this may include capacity to operate the business viably and meet their obligations under any proposed Contract. Any assessment, however conducted, is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

## ACCEPTANCE OF TENDER

The Principal shall not be bound to accept any Tender.

The Tender shall be deemed to be accepted when the Principal sends written notification of such acceptance to the successful Tenderer.

## SUCCESSFUL TENDERER

The successful Tenderer, within thirty (30) days of receipt of Notice of Acceptance, shall sign a Deed of Contract (Contract for the Management and Operation of the Quairading Memorial Swimming Pool for the Shire of Quairading), which shall embody the General Conditions of Contract, Scope of Work, Schedule of Rates, and such other documentation which form part of the Contract. If the Deed of Contract is not executed in that time the Principal may, without any notice, terminate the Contract constituted by the acceptance of the Tender.

## ALTERNATIVE TENDERS

If the Tenderer has alternative suggestions for carrying out the works, then they may submit an alternative Tender.

All alternative Tenders must be accompanied by a conforming Tender.

## INHOUSE TENDERS

The Shire has no intention to bid on this Tender.

## DISCLOSURE

Documents and other information relevant to the contract may only be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order. Any Tender price will not be disclosed.

## GENERAL CONDITIONS (PART B)

The Contract for the Management and Operation of the Quairading Memorial Swimming Pool Conditions shall apply to this contract. Copies are available from the Shire of Quairading, 10 Jennaberring Road, Quairading

The law applicable is that of the State or Territory of:  
WESTERN AUSTRALIA

Payments under the Contract shall be made at:  
The office of the Principal

The Principal:  
Shire of Quairading

The address of the office of the Principal:  
10 Jennaberring Road, Quairading WA 6383

The Superintendent:  
Shire of Quairading CEO, or their delegate.

## PERIOD OF CONTRACT

The contract is for a negotiated term, minimum of three (3) years, with the option of an extension (subject to Council approval) for a further three (3) year term. A year is that period inclusive of the swimming season and any off season as may be required to manage the pool chemistry and facility.

## TYPE OF CONTRACT

This Contract shall be a fixed Schedule of Rates for the initial term of three (3) years and shall not be subject to adjustment for a rise and fall in costs unless agreed to by the Principal. After the initial three (3) year term, any claim for a re-adjustment of the Contract shall be submitted in writing to the Principal.

## REGULATION REQUIREMENTS

The Manager and Operator shall observe and comply with the provision of all relevant acts, ordinances, regulations, by-laws and rules currently in force in the area where the services are to be executed.

## STANDARDS

Where the requirements of the Contract exceed the requirements of any standard, recommendation, or code of practice whether published or otherwise, the requirements of the Contract shall take precedence.

## PAYMENT TO MANAGER AND OPERATOR

Where a payment is owed to the Manager and Operator, the Manager and Operator is to submit an invoice for services completed to the Shire in compliance with relevant taxation law.

## OCCUPATIONAL SAFETY and HEALTH

The Manager and Operator shall comply with the Work Health and Safety Act 2020 (WA) and occupational safety guidelines as may apply at all times.

## INDEMNITY BY MANAGER AND OPERATOR

The Manager and Operator shall indemnify the Principal against:

- a) loss of or damage to property of the Principal, including existing property in or upon which the work under the Contract is being carried out; and,
- b) claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property, arising out of or as a consequence of the carrying out by the Manager and Operator of the work under the Contract.

## PUBLIC LIABILITY INSURANCE

Before the Manager and Operator commences work, the Manager and Operator shall take out a Public Liability Policy of insurance in accordance with Clause 9 of the Contract for the Management and Operation of the Quairading Memorial Swimming Pool for the Shire of Quairading in the joint names of the Principal and the Manager and Operator which covers the Principal, the Manager and Operator, the Superintendent and all sub-Manager and Operators

employed from time to time in relation to the work under the Contract for their respective rights and interests and cover their liabilities to third parties.

The Manager and Operator shall have and maintain Public Liability insurance for the duration of the Contract for a minimum of \$10 million (ten million dollars) for any one occurrence.

Proof of insurance currency prior to commencing services will be provided to the Shire of Quairading.

## INSURANCE OF EMPLOYEES

Before commencing work, the Manager and Operator shall insure (Workers Compensation and Personal Accident/Salary Continuance Insurance) against liability for death of or injury to persons employed by the Manager and Operator including liability by statute and at common law to a limit not less than \$50 million (fifty million dollars). The insurance cover shall be maintained for the duration of the Contract and the policy is to include a waiver of subrogation. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Manager and Operator.

Personal Accident/Salary Continuance Insurance (known by any other name) as may apply.

Proof of insurance currency prior to commencing services will be provided to the Shire of Quairading.

## INSURANCE - OTHER

Tenderers should consider their personal circumstances and seek advice as to other insurance as it may apply.

## SCOPE OF WORKS AND DESCRIPTION OF WORK

The Manager and Operator shall manage and operate the Quairading Memorial Swimming Pool for the Shire of Quairading as detailed in the Contract for the Management and Operation of the Quairading Memorial Swimming Pool for the Shire of Quairading.

The Contractor confirms as follows:

- a) That at all times will operate the Facility in accordance with the requirements of all relevant Acts, Regulations, Local Laws and Codes and in particular shall ensure that all chemicals required for the water treatment in respect of the Quairading Memorial Swimming Pool are correctly stored and utilised in accordance with the requirements of the Acts, Regulations and Local Laws; in the absence of such legislative requirements then store and use in accordance with the manufacturers' specifications or with any direction as may be given by the Chief Executive Officer (CEO) or delegate from time to time;

- b) No later than 30 April or other agreed date in any budget year, present to the CEO or delegate a detailed management and planning report outlining the operations of the Quairading Memorial Swimming Pool and its facilities including an estimate of costs for the forthcoming budget year. This estimate must include details relating to the necessary capital expenditure required to maintain the Facility including all premises and buildings, to the standards required by Council, and to comply with all relevant Acts, Regulations, Local Laws and Codes.
- c) That in the event of issues relating to the Facility the Contractor shall notify the CEO or delegate as soon as possible, the local government shall take reasonable action to prevent pool closure.
- d) Will have exclusive use of pool kiosk for the period of the contract. No charges shall be levied by the local government on the Contractor for the use of the kiosk and associated equipment.
- e) The Contractor must always keep and maintain a kiosk whilst the Facility is open to the public. The kiosk shall be maintained in accordance with the requirements of the Act and all foodstuffs available for purchase shall always comply with the requirements of the Act. No Charges shall be levied by the Shire of Quairading for the use of the kiosk and associated equipment. The Contractor is responsible to ensure any products are protected against theft, spoilage, or vermin. (stipulates in contract that a kiosk must always be open)
- f) To ensure that the Facility is ready for opening to the public no later than the first day of November of each year, or on such other date of opening as may be noted by the CEO or delegate to the Contractor. (Is a closing date required i.e., 31 March)
- g) To ensure that at the end of the Contract the Facility is closed and the whole Swimming Pool area, including all premises, buildings, plant, equipment and other things are secured.
- h) To ensure that only persons qualified in accordance with the requirements of the Act, and all relevant Acts, Regulations, Local Laws and Codes of Practice are employed in the capacity of Manager or Attendant. Further, the Manager/Attendant/s are to be qualified in methods of rescue and resuscitation and hold • Current qualifications as required by the RLSC including First Aid.
- i) To ensure that the internal surrounds of the Facility, including the Pool concourse are maintained in a well-kept, clean and safe condition in accordance with the requirements of the CEO or delegate and to ensure that any directions in respect of those areas given by the CEO or delegate from time to time are immediately acted upon.
- j) To ensure that the internal and external areas of all buildings at the Facility including offices, toilets, change rooms, sheds, outbuildings, paths and walkways are maintained in a well-kept, hygienic and safe condition always and in accordance with the requirements of Council and (CEO) and that any directions in this regard given by Council or the CEO from time to time are immediately acted upon. Note: Council shall maintain the lawns and gardens in the offseason.
- k) To order and ensure that all stores, chemicals, equipment, tools or other items required for the maintenance and operation of the Quairading Memorial Swimming Pool in accordance with the standards and requirement of the Acts or other Acts, Regulations and Local Laws of Council, are safely and securely stored to be inaccessible to the public (including patrons of the Swimming Pool).
- l) To ensure that all gates, doors, windows, and other means of entrance to any building or area including plant rooms, balance tanks, storerooms, kiosks, or any other room to



- which the public, including patrons of the Facility, are not permitted access are always kept locked and secure except as necessary for emergency purposes.
- m) To ensure that the Quairading Memorial Swimming Pool is always left secure when not in use and all safety or security lighting or other apparatus or equipment required to be utilised is always utilised and maintained in a safe operational condition.
  - n) To ensure that all instructions or directions either given verbally or in writing by the CEO or delegate are implemented and complied with within seven (7) days of the date of which they are given or within such other period as may be specified by the CEO or delegate.
  - o) To deposit all admission charges collected on a weekly basis at the Quairading Shire Administration Office and complete any necessary reporting as required by the CEO or delegate.
  - p) To permit Council and the CEO, or other authorised Officers to have access to the Aquatic Centre premises and all buildings and improvements at all reasonable times by arrangement with the Contractor.
  - q) The clarity of the water in the swimming pools is maintained in accordance with legislation and standards.
  - r) The chemical standards of the swimming pools are maintained in accordance with legislation and standards.
  - s) Ensure that the water samples are undertaken and recorded in accordance with legislation and standards
  - t) That the Contractor shall liaise with Shire Officers to ensure public notice is given at least two weeks prior and immediately prior to the pool being closed for major events/ carnivals in the local Banksia Bulletin, Shire of Quairading website and Shire of Quairading social media channels.
  - u) Maintain the Quairading Memorial Swimming Pool during the off season in accordance with the Department of Health Code of Practice. The Principal will undertake low level maintenance of lawns, gardens and grassed areas of the Facility during the off season.
  - v) Commence from the pre-season start up for the Facility to be opened on 1 November each contracted year.

## SPECIAL CONDITIONS OF CONTRACT

Subsidised housing is available for the term of the contract at a rate of \$100 per week plus utilities.

## TENDER FORMS (PART C)

**(To be Submitted in Full)**

**FORM OF TENDER**

The Chief Executive Officer Shire of Quairading

Dear Sir/Madam

Tender No.

01/2024

I/We the undersigned, hereby Tender to carry out the work encompassed by this Contract in accordance with the Contract for the Management and Operation of the Quairading Memorial Swimming Pool for the Shire of Quairading Conditions and as per the Schedule of Rates annexed hereto.

The Tender is submitted in accordance with the Conditions of Tender. Until the execution of a formal Deed of Contract, this Tender, the written acceptance thereof, and any other matters agreed in writing, shall be a binding Contract.

**Name and Address of Tenderer (being the Manager and Operator, or if a corporation, the Authorised Person); Name and Address of Witness**

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.....

.....

.....

.....  
Signature of Tenderer

.....  
Witness's Signature

.....  
Date

.....  
Date

FORM 2

**SCHEDULE OF RATES**  
(As may be applicable and Fixed for initial three (3) year term)

Tender No. 01/2024  
Shire of Quairading Management and Operation of Quairading Memorial  
Swimming Pool

	Description	Amount (ex GST)
		\$
		\$
		\$
<b>TOTAL</b>		\$

Name of Tenderer:

.....

.....  
Signature of Tenderer

.....  
Witness's Signature

.....  
Date

.....  
Date

FORM 3

**PREVIOUS EXPERIENCE / PAST PERFORMANCE**

Tender No. 01/2024

Shire of Quairading Management and Operation of Quairading Memorial Swimming Pool

Tenderer is to provide details of background of past performance and experience in managing and operating aquatic facilities for the purpose of public swimming pools or contracts of similar nature.

<b>Name of Contract</b>	<b>Description of services performed</b>	<b>Year</b>
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Any other Comments:

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FORM 4

**REFERENCE CHECKING**

Please attach current contact details for two (2) professional contacts for reference checking.

Referee name # 1:

Telephone:

Referee name # 2:

Telephone:

Name of Tenderer:

.....