



1 Longhurst Street, Narembeen WA 6369
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Email: ceo@narembeen.wa.gov.au

TENDER SPECIFICATIONS RFT 2024-01

Contract Management of Narembeen Community Swimming Pool

Tenders Close

4:00pm (WST) Friday 31 May 2024



Contract Management of Narembreen Community Swimming Pool

Tender No: RFT 2024/01

The Shire of Narembreen invites tenders from eligible businesses for the contract management of the Narembreen Community Swimming Pool for a three-year period with the possibility of two further one-year extensions.

Further information is available on the Shire of Narembreen website or by contacting Ben Forbes at emcs@narembreen.wa.gov.au.

All tenders are to be marked "Private & Confidential – Tender RFT 2024/01 – Contract Management of Narembreen Community Swimming Pool", be addressed to the Chief Executive Officer and must be received by **4.00pm WST on Friday 31 May 2024**.

Tenders can be submitted:

- via email to ceo@narembreen.wa.gov.au
- in person in a sealed envelope at the Shire Administration Office located at 1 Longhurst Street, Narembreen
- posted in a sealed envelope, addressed to: Shire of Narembreen, 1 Longhurst Street, Narembreen, 6369, WA.

Tenders sent via fax or received after the specified deadline will not be considered.

Tenders that do not attempt to address the specified criteria will not be considered.

Canvassing of Councillors or staff will result in applications being rejected, regardless of circumstance.

Rebecca McCall
Chief Executive Officer

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1 Conditions of Tendering

1.1 Definitions

Attachments:	The documents you attach as part of your Tender or is attached as part of this tender document
Attendant:	Means an employee or sub-contractor of the Contractor, other than the Manager, employed in accordance with the requirements of and to perform the duties of the Contractor under the Contract
CEO:	Means the Chief Executive Officer of the Shire of Narembeen
Contract:	Means the contract entered into by the Shire of Narembeen and the Contractor for the management of the Narembeen Community Swimming Pool which includes this Request, the Tenderer's Offer and Contract as evidenced in Part 3
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations
Contractor's Plant:	Means all or any of the implements, appliances, equipment, tools or other things provided by the Contractor
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request
Equipment:	Means all the items of plant and equipment situated at the Narembeen Community Swimming Pool at the date of the Contract
General Conditions of Contract:	Means the General Conditions of Contract for the <i>Supply of Goods and/or Provision of General Services</i> provided or nominated in Part 3
Offer:	Your offer to supply the Requirements
Principal:	Shire of Narembeen ("The Shire")
'Request', 'Request for Tender' or 'RFT':	This document
Requirements:	The Services, Equipment and Labour requested by the Principal
Season:	Means the period of consecutive months in which the Narembeen Community Swimming Pool is open to the public and as agreed upon from time to time by the Principal
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender

Supervisor:	Means the officer of the local government nominated by the CEO to supervise and administer the Contract
Special Conditions:	The additional contractual terms
Specification:	The Statement of Requirements that the Principal requests you to provide if selected
Swimming Pool or Pool:	Means the Narembeen Community Swimming Pool and includes all premises, buildings, land and equipment used in conjunction with the Swimming Pool located on Currall Street, Narembeen
Tender:	Completed Offer form, response to the Selection Criteria and Attachments
Tenderer:	Someone who has or intends to submit an Offer to the Principal

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*)
- Part 2 – Specification and/or plans/drawings (*read and keep this part*)
- Part 3 – General Conditions of Contract (*read and keep this part*)
- Part 4 – Special Conditions of Contract (*read and keep this part*)
- Part 5 – Tenderer's Offer (*complete and return this part*)

Separate Documents

- a. Addenda and any other special correspondence issued to Tenderers by the Principal.
- b. Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

Tenderers must:

1. Complete and return the Offer (Part 5) in all respects and include all Attachments;
2. Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the persons listed below:

Name:	Rebecca McCall, Chief Executive Officer
Telephone:	(08) 9064 7308
Email:	ceo@narembeen.wa.gov.au
Name:	Ben Forbes, Executive Manager Corporate Services
Telephone:	(08) 9064 7308
Email:	emcs@narembeen.wa.gov.au

1.5 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline.

The Deadline is **4pm (WST) Friday 24 May 2024**. The Tender may be lodged as follows:

- Email (preferred) - In electronic format marked Tender RFT 2024-01 Contract Management of Narembeen Community Swimming Pool to ceo@narembeen.wa.gov.au with all file names labelled as advised in Part 5, with any additional documentation labelled as follows: “Tenderer Name – RFT 2024-01, Document Name”. All submitted documents are to be in PDF format. It is the Tenderer’s responsibility to allow enough time for transmittal of all submitted tender documents to ensure they are received before the deadline. We recommend that Tenderers contact Shire staff to confirm receipt of their email, as emails may be blocked due to the size of the attachments.
- In person – In a sealed envelope marked “Tender RFT 2024/01 Contract Management of Narembeen Community Swimming Pool” deposited in the Tender Box at the Shire Administration Office, 1 Longhurst Street, Narembeen WA 6369.
- Post – In a sealed envelope marked “Tender RFT 2024/01 Contract Management of Narembeen Community Swimming Pool” and addressed to the Chief Executive Officer, Shire of Narembeen, 1 Longhurst Street, Narembeen WA 6369

Tenderers must ensure that they have provided signed copies of their Tender. All pages must be numbered consecutively and the Tender must include an index. Any brochures, pamphlets or supplementary documents are to be attached separately.

1.6 Rejection of Tenders

Tender submissions will be rejected without consideration of merit in the event that:

1. the tender is submitted after the deadline
2. the tender is not submitted in a prescribed manner
3. the tender does not address the specified criteria
4. any solicitation is made by the tenderer or their associates of Councillors or staff.

1.7 Acceptance of Tenders

Unless otherwise stated in this Request or subsequent communications by the Principal, Tenders must be for all the Requirements. The Shire is not bound to accept any Tender and may reject any or all Tenders submitted on any basis.

1.8 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.9 Tender Validity Period

All Tenders must remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from The Shire's resolution for determining the Tender, whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.10 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request, including the Special Conditions of Contract will have precedence.

1.11 Alternative Tenders

Unless otherwise stated in communications by the Principal to the Tenderer, all Tenders must be for the Requirements detailed in this document; alternative tenders submitted outside this context will not be considered.

1.12 Tenderers to Inform Themselves

Tenderers will be deemed to have:

1. examined the Request and any other information available in writing to Tenderers for the purpose of tendering
2. examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by assessment of this document or the making of reasonable enquires
3. satisfied themselves as to the correctness and sufficiency of their Tender, including tendered prices, which will be deemed to cover the cost of complying with all the conditions and of all matters and things necessary for the due and proper performance and completion of the work described therein;
4. acknowledged that The Shire may enter into further negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
5. satisfied themselves they have accessed and reviewed all the Request documents and all relevant attachments.

1.13 Alterations

The Tenderer must not alter or add to the Request documents unless required.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents on or before the Deadline.

1.14 Risk Assessment

The Principal must be given access to and may give consideration to:

1. any risk assessment undertaken by any credit rating agency;
2. any financial analytical assessment undertaken by any agency of the Tenderer; and
3. any relevant information produced by a financial institution or accountant of the Tenderer;

so as to assess each Tender.

Tenderers are required to provide the Principal (or its nominated agent) with any of the above documentation, upon request, as the Principal deems reasonable and necessary to satisfy itself that Tenderer is financially viable and has the financial capability to provide the services as outlined in the Requirements or otherwise meet their obligations under any proposed Contract.

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.15 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

1. Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (i.e. completed Offer Form and all required attachments) will be excluded from evaluation.
2. Tenders are assessed against the Selection Criteria.
3. Suitable Tenderers may be short listed and may be required to clarify their Tender or provide further documentation to demonstrate the suitability of their Offer.
4. Additional information to complete a risk assessment on short-listed Tenderers may be requested and evaluated.
5. Referees will be contacted.
6. Council will nominate a preferred Tenderer.
7. A contract will be prepared, at the Principal's expense.
8. Council will review and endorse the proposed contract.

1.16 Selection Criteria

A contract may be awarded to one or more Tenderers that have demonstrated an ability to fulfill the Request at a competitive price. In addition to price, Tenders will be scored on other qualitative criteria to determine the proposal that is the most advantageous for the Principal.

Tenders that demonstrate greater satisfaction of each assessment criteria will receive a greater score. The aggregate score of each Tender, in conjunction with the competitiveness of the quoted price, will be the primary factors in the Principal's assessment of the submissions received.

1.17 Compliance Criteria

Compliance criteria are detailed within Part 5 of this document and are assessed simply on a 'yes/no' basis. An assessment of "no" for any compliance criterion will eliminate a Tender from consideration.

1.18 Qualitative Criteria

Tenders will be assessed against the qualitative criteria as detailed within Part 5 of this document. Each criterion is weighted to indicate its relative degree of importance.

Information provided in the Tender will be used to determine the Tenderer's score for each qualitative criterion. Failure to sufficiently address any qualitative criterion may result in outright rejection as demonstrated failure of the compliance criteria.

1.19 Regional Price Preference

Council's Policy "Procurement Framework, 2023" and the regional price preferences contained therein are applicable to this tender. Tenderers can obtain a copy of the policy in the Policy Manual available on the Shire's website www.narembeen.wa.gov.au.

1.20 Price Basis

All Tender prices are to be fixed for the term of the Contract; variation mechanisms such as Rise and Fall are not applicable.

The Principal reserves the right to accept Rise and Fall mechanisms in quoted prices. Tenders submitted that contain Rise and Fall mechanisms prior to or without the Principal having communicated an acceptance of such terms will be deemed non-compliant.

All Prices are to be exclusive of Goods and Services Tax (GST).

1.21 Ownership of Tenders

All documents, materials, articles and information submitted in a Tender will become the property of the Principal and will not be returned to the Tenderer. The Principal notes that the Tenderer will retain copyright and other intellectual property rights therein for all documents, materials and articles contained within their Tender, unless otherwise provided by contract.

1.22 Identity of the Tenderer

The identity of the Tenderer must be made known to the Principal. The Tenderer will be the person(s) or corporation named as the Tenderer in Part 5 and whose execution appears on

the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.23 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.24 Tender Opening

Tenders will be opened in the office of the Principal after the submission Deadline. All Tenderers may attend or be represented at the opening of Tenders.

The names of the Tenderers who submitted their Tender by the Deadline will be read out at the tender opening. No discussions may be had between Tenderers and the Principal's officers present concerning the Tenders submitted.

The tender opening will be held at the Principal's offices, located at 1 Longhurst Street, Narembeen on or as soon as is practicable after the Deadline.

1.25 Conflict of Interest

Tenderers is required to disclose any information which might be, or which might be perceived to be, relevant to an actual or potential conflict of interest. The existence of and subsequent failure to declare such a conflict of interest may, at the sole and absolute discretion of the Principal, result in:

1. outright rejection of the Tender
2. termination of the Contract at the Tenderer's expense.

2 Specification

2.1 Contract Requirements in Brief

This contract is for the daily management, operation and maintenance of the Narembeen Swimming Pool on a seasonal basis, commencing with the 2024 season. Seasons are deemed to be a 'summer' season, with the facility opening 1 November and closing on 31 March, annually.

The pool is open 6 days a week, being closed on Tuesdays.

Though the specific dates are subject to change following discussions with the successful Tenderer, the pool period will cover approximately 5 months of the year.

2.2 Background

The Pool consists of:

1. 25m lap pool
2. children's wading pool
3. learn to swim pool

All components of the Pool are currently unheated. The Pool is surrounded by lawns and has toilet and change room facilities and other amenities, including a kiosk, playground and BBQ.

Throughout the season the Pool is open:

- for early morning swims - 6am to 7am on weekdays**
- regular hours Monday to Thursday – 11am to 6:30pm**
- regular hours Friday to Sunday – 11am to 7pm.

**note that the pool is always closed on Tuesdays.

2.3 Site Inspection

Tenderers are encouraged to arrange a site inspection of the facility prior to submitting an Offer. The Principal's staff will schedule site visits for any interest Tenderers upon request.

Although not necessary for the submission of an Offer, Tenderers should note that perceived familiarity and understanding of the site and facilities will factor into the panel's Qualitative Criteria scoring.

2.4 Project Brief

The Shire of Narembeen provides the Narembeen Swimming Pool with the intent that it is a safe, accessible, inclusive and enjoyable facility for the residents of Narembeen and surrounding communities.

The Shire is seeking an innovative and experienced contractor to:

1. Ensure the Pool achieves and maintains legislative compliance with all relevant Acts, Regulations and Local Laws in relation to operating a public swimming pool including but not limited to:
 - a. The *Health (Miscellaneous Provisions) Act 1911* (as amended) and all Regulations made under it, as amended from time to time
 - b. The *Health (Aquatic Facilities) Regulations 2007*

- c. Department of Health Code of Practice for the Design, Construction, Operation, Management and Maintenance of Aquatic Facilities January 2020 Edition
 - d. *Food Act 2008*
 - e. *Australia New Zealand Food Standards Code and Shire of Narembeen Local Laws*
 - f. *Dangerous Goods Safety Act 2004*
 - g. *Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007*
2. Deliver services and activities which adhere to and are in compliance with the National Principles for Child Safe Organisations and any associated legislation or regulations;
 3. Strive for industry best practices for all operations
 4. Provide high quality management and maintenance of the premises
 5. Provide a safe, popular, well presented and successful facility
 6. Enhance and maximise community utilisation and enjoyment of the Pool and surrounding grounds through continual community engagement, activities and services
 7. Continually assess and respond to the needs and desires of the community relating to the activities and services at the facility
 8. Ensure prompt response and reporting of any emergency or safety incidents
 9. Provide monthly reporting to Council on operational achievements and requirements during the opening season
 10. Provide an end of season report on operational requirements, including cost estimates, for the coming year for consideration as part of the budget process.

2.5 Contractor's Responsibilities

The Contractor will:

1. Be responsible for the day-to-day management of the Pool and surrounding areas and fulfill all requirements of the contract at this document
2. Provide professional services consistent with industry best practices
3. Assist in identifying and implementing the most appropriate solution to the needs of the Principal and customers throughout the life of the Contract
4. Exercise all reasonable skill, care and due diligence in the performance of obligations under this document and the Contract for the life of the life of the Contact
5. Identify issues and provide solutions that are technically and commercially sound and best suited to the Principal's requirements
6. Liaise with the Principal, key stakeholders and other contractors throughout the term of the Contract
7. Immediately report any areas of non-compliance, whether that be of the facility or the conduct of customers, the Principal or their agents to the Principal
8. Be responsible for and conduct the daily operation of the Pool, which will include:
 - a. Opening and closing of the facility in accordance with the times and dates specified at 2.2 above; and
 - b. Comprehensive running of the on-site kiosk, including purchasing, safe storage, safe handling and sale of food and consumables according to the *Food Act 2008, Australia New Zealand Food Standards Code* and *Shire of Narembeen Local Laws*

- c. Cash handling in accordance with the Shire's Policies and Procedures (subject to change without consultation), including:
 - i. Collecting cash from customers for entry fees
 - ii. Daily reconciliation and at least weekly banking of collected monies into the Shire's account
 - iii. Submission of financial records for weekly cash sales by category.
9. Keeping of all grounds and facilities, including cleaning and maintenance of:
 - a. Change rooms
 - b. Toilets
 - c. Kiosk
 - d. All public areas, including lawns, seating areas and the pool
 - e. Plant room
 - f. All storage space

As part of this requirement, the Contactor must ensure and allow sufficient time for preparing the pool facility prior to the commencement of each new season.
10. Supervision of the pool and operation of all plant and equipment (in compliance with the Department of Health's Code of Practice for the Design, Construction, Operation, Management and Maintenance of Aquatic Facilities January 2020 Edition) including, but not limited to:
 - a. Regular monitoring of water and chemical levels to ensure compliance with all applicable acts, regulations and local laws for public swimming pools
 - b. Regular cleaning of the pool including removal and treatment (where necessary) of foreign matter and objects upon the surface or in body of the water, cleaning or replacement of filters, sensors, etc.
 - c. Coordination, safe storage and safe handling of pool chemicals (notably chlorine) by suitably trained personnel and in accordance with all applicable acts and regulations.
 - d. Provision of fully qualified lifeguards
 - e. Provision of fully qualified Technical Operators
 - f. Regular inspection and maintenance of the pump house and associated equipment to ensure it is all in proper working order.
 - g. Identification and immediate reporting to the Principal of any occurring or potential issues with the facility, the operations or the pool's plant and equipment.

2.6 Additional Hours

As part of their Tender, the Contractor must provide an hourly rate that will be applicable to any hours requested by the Principal during the term of the Contract in addition to those listed at Section 2.2. In the event that additional opening hours are required, the Contractor shall ensure the Pool is opened and staffed in accordance with the requirements of this document and the Contract. Additional hours, where requested, will be kept to a reasonable amount by the Principal, and will be made with sufficient advance notice to the Contractor.

The Principal estimates between 20-30 additional hours will be required per season.

2.7 Off-season Maintenance Program

The Contractor shall be responsible for the off-season maintenance of the Pool including fortnightly visits to the Pool to maintain it in accordance with the Requirements of this document and to check the continued operation of the plant equipment and will report any failures or potential issues to the Principal immediately.

In addition to preparing the facility and amenities as per section 2.5(9), the Contractor shall ensure that the pool is prepared such that all pre-season water testing is done and approved in accordance with relevant acts and regulations

2.8 Out of Scope

The following is out of scope of the Contract:

1. Undertaking any part (other than the reporting to the Principal of) structural or capital maintenance works and improvements to any Shire property
2. Procuring pool chemicals (noting that the onsite operator onsite will manage day to day water quality and will coordinate and advise the Principal of purchasing requirements)
3. Payment of any utility costs associated with the Pool
4. Cost of cleaning materials.

2.9 Provision of Housing

In addition to the payments to be made under the Contract, the Shire of Narembeen will provide an unfurnished house or self-contained unit for exclusive use by the Contractor's staff for the period 1 October to 30 April each year of the Contract.

The property will be provided rent free with the Shire paying the cost of metered utilities. The contractor will furnish the unit for the term of the contract and permit the Principle to utilise the premises during the off season. At no time will the contractor's furnishings be removed from the premises without the express consent of the Contractor. The Contractor will be responsible for all other non-metered utilities (gas, phone and internet etc).

Upon finalisation of the Contract a residential lease will be arranged by the Shire with the same terms and conditions as outlined in this document.

2.10 Implementation Timetable

It is anticipated that the Principal will have selected a successful Tender by 18 June 2024, pending any extenuating circumstances, and that the Contract will be endorsed by Council and subsequently executed by both parties by 17 July 2024.

3 Contract Specifics

A draft version of the contract is attached as Appendix A.

Small variations may be made following discussions with the successful Tenderer; the draft should be considered representative of the final agreement.

4 Special Conditions of Contract

4.1 Record Keeping Responsibilities

In accordance with the provisions of the *State Records Act 2000*, records created or collected by the Contractor in the course of contractual undertakings may be deemed to be an asset owned by the Local Government, meaning ownership and propriety interest of said documentation shall remain vested with the Principal in perpetuity.

The Contractor will create, receive and maintain records; in accordance with the *State Records Act 2000* and any subsidiary or subsequent legislation or Regulations, and the Principal's Record Keeping Plan in a format to the Principal's satisfaction.

The Contractor shall forward all relevant records to the Principal immediately upon request, and in any case in their entirety upon the termination of the Contract (regardless of circumstance).

Part 5 COMPLETE AND RETURN THIS PART

5 Tenderer's Offer

Tenderers are required to complete all applicable sections under 'Part 5, Tenderer's Offer' as part of their Tender.

The completed document is to be submitted in a separate attachment and labelled "**Entity Name - RFT 2024-01, Tenderer's Offer**".

5.1 Form of Tender

Chief Executive Officer
Shire of Narembeen
PO Box 111
Narembeen WA 6461
Via email: ceo@narembeen.wa.gov.au

Entity Name: _____

Address: _____

ABN: _____ ACN: _____

Phone No: _____ Mobile No: _____

Email: _____

In response to Shire of Narembeen - Tender Specifications RFT 2024-01:

I agree to be bound by and will comply with the terms and conditions of this Request and its associated schedules and attachments in accordance with the Conditions of Tendering contained in this Request.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution determining the successful Tender, whichever is the later, and this may be extended on mutual agreement between the Principal and the myself in writing.

I acknowledge and agree that there will be no cost payable by the Principal towards the preparation, submission or management of this Tender irrespective of its outcome.

Signature of Authorised Person: _____

Name of Authorised Person: _____

Title of Authorised Person: _____

Dated: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select “Yes” or “No” to indicate whether or not you believe you have complied with the following compliance criteria:

Description of Compliance Criteria	
Compliance with the Specifications contained in this Request	Yes / No
Compliance with the Conditions of Tendering in this Request	Yes / No
Compliance with and completion of the Insurance Requirements for this Request (Note: copies of Certificates of Currency are required to be provided)	Yes / No
Compliance with and completion of the Price Schedule	Yes / No

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

1. All information relevant to your answers to each criterion are to be contained within your Tender
2. Tenderers are to assume the evaluation panel has no previous knowledge of your organisation, its activities or experience
3. Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria
4. It is essential that Tenderers address each issue outlined as a qualitative criterion.

<p>1. Demonstrated understanding of and experience in achieving and maintaining legislative compliance with all relevant Acts, Regulations and Local Laws.</p> <p>Demonstrate your knowledge and experience of achieving and managing compliance with the applicable legislation for running a public swimming pool including, but not limited to, the Acts and Regulations listed in 2.2 of this document.</p> <p>Supply details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.2(1)”.</p>	<p>Weighting 30%</p> <p>Tick if attached <input type="checkbox"/></p>
<p>2. Demonstrated experience in operating similar facilities, communication processes used and resourcing capacity.</p> <p>Demonstrate your experience in achieving strong community engagement and ensuring proper management of all aspects of operations for a comparable community swimming pool.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.2(2)”.</p>	<p>Weighting 30%</p> <p>Tick if attached <input type="checkbox"/></p>

Part 5 COMPLETE AND RETURN THIS PART

<p>3. Demonstrated understanding of expected service levels and ability and commitment to maintaining or improving service levels.</p> <p>Outline your understanding of our expected services levels based on this document, and any other information provided throughout the tender process, and detail your plans and ability to meet our requirements.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.2(3)”.</p>	<p>Weighting 10%</p> <p>Tick if attached <input type="checkbox"/></p>
<p>4. Demonstrated experience in aquatic operational risk, emergency management, first aid provision etc. (and attachments of related supporting procedures, documentation, qualifications etc.)</p> <p>Outline your experience and understanding of:</p> <ul style="list-style-type: none">• the operational risks of an aquatic centre• emergency management• provision of first aid (including related procedures and practices)• documenting financial records, complaints, general correspondence and incidents in a Local Government context. <p>Outline your organisation’s and staff’s certifications and qualifications and describe how these will help achieve quality outcomes in the relevant areas of operational risk, emergency management and first aid.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.2(4)”.</p>	<p>Weighting 30%</p> <p>Tick if attached <input type="checkbox"/></p>

5.3 Organisational Profile and Referees

<p>Attach a copy of your organisation profile.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.3(1)”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>Provide referees so that we may contact them for testimonials. Tenderers are responsible for obtaining their referee’s consent prior to submitting their Tender.</p> <p>Supply these details in a separate attachment using the below template and label it “Entity Name - RFT 2024-01, Attachment 5.3(2)”</p>	<p>Tick if attached <input type="checkbox"/></p>

REFEREE 1.

Company Name:			
Address:			
Contact Person:			
Telephone:		Email:	

REFEREE 2.

Company Name:			
Address:			
Contact Person:			
Telephone:		Email:	

REFEREE 3.

Company Name:			
Address:			
Contact Person:			
Telephone:		Email:	

Part 5 COMPLETE AND RETURN THIS PART

5.4 Agents

Are you submitting your Tender as an agent for another party?	Yes / No
If "Yes", attach documentation detailing all necessary details of the agent, including: name, ABN, address, mailing address, contact phone number and details of authorised persons. Supply these details in a separate attachment and label it " Entity Name - RFT 2024-01, Attachment 5.4 "	Tick if attached <input type="checkbox"/>

5.5 Trusts

Are you submitting your Tender as the Trustee of a Trust?	Yes / No
If "Yes", please provide: <ul style="list-style-type: none">the full legal name of the Trusta copy of the Trust Deed and any relevant Variations, confirming that the provided authorised persons are (or have the capacity to act on behalf of) the Trustee. Supply these details in a separate attachment and label it " Entity Name - RFT 2024-01, Attachment 5.5 ".	Tick if attached <input type="checkbox"/>

5.6 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No
If "Yes", provide details of any proposed subcontractors including: (a) name, ABN, address, mailing address, contact phone number and details of authorised persons (b) the Requirements that you intend to subcontract. Supply these details in a separate attachment and label it " Entity Name - RFT 2024-01, Attachment 5.6 ".	Tick if attached <input type="checkbox"/>

5.7 Conflicts of Interest

Are you currently aware of or suspicious of any conflicts of interest, either existing or potential, that may arise in submitting, assessing or awarding the Tender to you or in your performance of the Requirements?	Yes / No
If "Yes", please provide details of any perceived or actual conflicts of interest and the way in which you propose that it be mitigated or eliminated. Supply these details in a separate attachment and label it " Entity Name - RFT 2024-01, Attachment 5.7 ".	Tick if attached <input type="checkbox"/>

5.8 Financial Position

<p>Provide a declaration (on letterhead) from the Authorised Person stating whether or not the Tenderer is solvent and free from present, perceived or possible legal action with estimated cost implications of \$50,000 or more.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.8(1)”.</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>If the Tender is currently, or may be, facing legal action with possible cost implications of \$50,000 or more please provide a statement (on letterhead) outlining the situation for the assessment panel to consider.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.8(2)”.</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>Provide the Tenderer’s signed financial statements for the last two financial years.</p> <p>If the Tenderer has recently undergone a restructure, also provide the financial statements of the previous trading entity and detail the nature of the restructure.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Financial Statements”.</p>	<p>Tick if attached <input type="checkbox"/></p>

5.9 Quality Assurance

<p>Does the Tenderer have any documented quality assurance policies and procedures and quality assurance systems to reinforce these policies and procedures?</p>	<p>Yes / No</p>
<p>Expand on you answer above by providing copies of the relevant documents or an explanation of your processes.</p> <p>If you have previously indicated an intention to sub-contract any parts of the Requirements, ensure that you detail how you propose to manage quality assurance of their work.</p> <p>Supply these details in a separate attachment and label it “Entity Name - RFT 2024-01, Attachment 5.9”.</p>	<p>Tick if attached <input type="checkbox"/></p>

5.10 Insurance Coverage

The insurance requirements for this Request are stipulated in Schedule 1 of Appendix A. Tenderers are to supply Certificates of Currency as evidence of their insurance coverage in an attachment labelled **Attachment 5.10**.

Tick if attached

5.11 Price Information

Tenderers must complete the following “Price Schedule”. Prior to doing so, Tenderers should ensure that they have read and understood the entirety of the Requirements.

Fee type	Price Tendered (ex-GST)
Annual Season ¹	\$
Additional Hourly Rate ²	\$
Weekly Extension Rate ³	\$
Fortnightly Off-Season Maintenance Rate ⁴	\$

¹ An all-inclusive amount for fulfilling all of the Requirements for the standard pool season as outlined in 2.2 of this document, unless deemed otherwise by mutual agreement under the terms of the Contract. This must include all possible pre-season preparations of the pool, buildings, amenities, plant room and lawns in addition to all work necessary to prepare the pool for winter and close the facility.

² An hourly rate for any optional hours requested ad hoc throughout the standard season in accordance with 2.6 of this document.

³ An all-inclusive quote for extending the standard pool season, as outlined in 2.2 of this document.

⁴ The cost of each fortnightly visit to site in the off-season to maintain the pool, plant and lawns. This is to specifically exclude all pre-season preparations, including pre-season sampling and getting the pool ready for opening in accordance with the Requirements.