

SHIRE OF WICKEPIN REQUEST FOR TENDER RFT-01-2025/2026 SWIMMING POOL MANAGEMENT SERVICES

Request for Tender (RFT):	Swimming Pool Management Services

Deadline for Submissions:	4pm Monday, 25 August 2025

	TITLE: CONFIDENTIAL-RFT-01-2025/2026
Address for Delivery:	Shire of Wickepin
,	Wogolin Road
	Wickepin WA 6370
	Email: admin@wickepin.wa.gov.au

E-Quote Number:	RFT-01-2025/2026
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READ AND RETAIN THIS PART

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

Tender RFT-01-2025/2026 Swimming Pool Management Services 1 October 2025 to 30 June 2028 to the Shire of Wickepin.

A full statement of the specification for tender RFT-01-2025/2026 under the proposed contract appears in the Specification and Special Conditions of Contract-Part 2.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 Principal's Request (read and retain this part).

Part 2 Specification and Special Conditions of Contract (<u>read and retain this part</u>); and

Part 3 Tenderer's Offer (complete and return this part).

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments: The documents attached as part of the submitted Tender.

Deadline: The deadline for lodgement of the Tender.

Offer: The Tender price to satisfy the Tender requirements.

Principal: Shire of Wickepin.

Request: This document.

Requirements: The goods/services requested by the Shire of Wickepin.

Selection Criteria: The criteria used in evaluating the Tender.

Specification: The detailed requirements of the Shire of Wickepin.

Tender: The completed offer form, response to the selection criteria and

attachments.

Tenderer: The individual/organisation who submits the Tender.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (*Part 3*) in all respects and attach all your Attachments.
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual or Specification Enquiries

Name: David Burton (CEO)

Telephone: 9888 1005

Email: admin@wickepin.wa.gov.au

1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole-of-life costs are considered.
- (c) the most suitable Tenderers may be shortlisted and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or 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 to the Principal.

1.6.1 SELECTION CRITERIA

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a Tenderer who best demonstrates the ability to safely provide quality products and services at a competitive price. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

1.6.2 COMPLIANCE CRITERIA

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

	Description of Compliance Criteria	Yes/No
(a)	Compliance with the Specification contained in the Request.	Yes/No
(b)	Compliance with the Conditions of Tendering this Request.	Yes/No
(c)	Compliance with and completion of the Price Schedule.	Yes/No
(d) Sche	Compliance with Occupational Safety and Health requirements (see dule 1).	Yes/ No

1.6.3 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria.

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the Tender evaluation process.

The qualitative criteria for this Request are as follows:

	Description of Qualitative Criteria	
(a)	Demonstrated skills and experience in safely operating a Swimming Pool.	50%
(b)	Demonstrated capacity	50%

1.6.4 PRICE CONSIDERATIONS

The tendered price will be considered along with related factors affecting the total cost to the Principal, e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

1.6.5 LOCAL GOVERNMENT POLICIES THAT MAY AFFECT SELECTION

The following local government policies may affect this selection: Council Policy Purchasing of Goods and Services

1.6.6 PRICE BASIS

All prices for resources offered under this Request shall be fixed for the term of the Contract. Prices are assumed to increase by CPI each year, unless specified in the Tender documents.

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered shall include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.7 CONDITIONS OF TENDERING

1.7.1 DELIVERY METHOD

Tenders must be emailed to admin@wickepin.wa.gov.au with the subject line "Swimming Pool Management Services – RFT-01-2025/2026"

1.7.2 LODGEMENT OF TENDERS

The Tender must be lodged by the Deadline. The Deadline for this Request is: **4pm, 25 August 2025**

1.7.3 REJECTION OF TENDERS

A Tender may be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

1.7.4 LATE TENDERS

Tenders received after the Deadline will not be accepted for evaluation.

1.7.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.7.6 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* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer on request or advised that no Tender was accepted.

1.7.7 ALTERNATIVE TENDERS

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.7.8 TENDER VALIDITY PERIOD

All Tenders shall remain valid and open for acceptance for a minimum period of 60 days from the Deadline for determining the Tender unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.7.9 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the Shire of Wickepin - General Conditions of Contract for the Supply of Goods and Services.

1.7.10 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

1.7.11 ALTERATIONS

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

1.7.12 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- 1. any risk assessment undertaken by any other credit rating agency; and
- 2. any information produced by the Bank, financial institution, or accountant of a Tenderer; so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.7.13 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.7.14 CANVASSING OF COUNCILLORS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's commissioners or Councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tender, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

1.7.15 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in *Part 3* and whose execution appears on the Offer Form in *Part 3* of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

1.7.16 TENDER OPENING

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on:

Monday, 25 August 2025 at a time-as soon as practicable after the close of the tender Deadline.

At the:

Shire of Wickepin Shire Office

2. SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

2.1 Specification

2.1.1 Provision of Swimming Pool Management Services for the Wickepin Swimming Pool period from 1 October 2025 to 30 June 2028.

The provision of Swimming Pool Management services to the Shire of Wickepin is to include the following:

- 1. Provide a six (6) day per week service with the Wickepin Swimming Pool normal opening hours Monday, Wednesday, Thursday, Friday, Saturday, Sunday 1pm to 6pm (Closed Tuesdays) with the season starting 1st November and ending 31st March, unless otherwise determined by agreement between the Shire and the contractor.
- 2. Ensure that all swimming pool management operations are conducted strictly in accordance with all legislative and Shire of Wickepin Work Health and Safety requirements.
- 3. Ensure persons employed to manage the Swimming Pool have and maintain the appropriate qualifications and training as stipulated by legislation and Royal Life Saving requirements, including Work Health and Safety compliance.
- 4. Basic Maintenance of all plant involved in the operation of the Swimming Pool, including dry chlorine system components.
- 5. Basic Maintenance of all Swimming Pool buildings' including ablutions, kiosk, plant room and storage sheds.
- 6. Monitor and maintain chemical stock levels.
- 7. Maintain paved areas inside of the Swimming Pool complex.
- 8. Ensure that the operation of the pool complies with the standards and requirements of the Act or other Acts, Regulations and the Code of Practice for the Design, Construction, Operation, Management and Maintenance of Aquatic Facilities.
- 9. Operating the kiosk within its health approval, relevant guidelines and Food Act 2008. The contractor is responsible for stocking the kiosk and receives any net profit.
- 10. A minimum of two (2) public events will be provided by the contractor per season at no additional cost to the Shire. Each event will include a minimum of one (1) inflatable

feature, with free sausage sizzle (Shire to provide sausages). Maximum event duration of 3 hours and all lifeguarding requirements / expenses to be incurred by the contractor.

- 11. Assist Wickepin Schools and Vacswim during annual swimming lessons (additional hours outside standard operation above are required).
- 12. Provide additional hours of operation as requested by the Shire of Wickepin.
- 13. Conduct sufficient start-up prior to the beginning of the season and appropriate shutdown at the end of the season, to ensure the swimming pool is ready for opening to the public by $\mathbf{1}^{\text{st}}$ of November each season.
- 14. Provide evidence of appropriate public liability insurance cover for an amount not less than \$20,000,000.
- 15. To provide an Annual Report outlining the operations of the Swimming Pool for the completed pool season to include usage statistics, short term recommendations for the facility improvement, as well as the estimations for the necessary maintenance and capital expenditure required to maintain the Swimming Pool including all premises and buildings to the standards required by Council, and in order to comply with all relevant Acts, Regulations and Local Laws.

2.2 Special Conditions of Contract

The Shire of Wickepin will make available accommodation for the Swimming Pool Manager for the duration of the Swimming Pool season (including startup and shutdown) at zero cost per week with power to be in the Respondents name and paid for by the Respondent. The Respondent will need to enter a formal tenancy agreement as part of this condition with the Shire of Wickepin. Subject to negotiation of terms, the respondent may be approved to remain in the accommodation during the off-season at a cost.

The Pool Manager and any additional or casual staff appointed by the Respondent shall hold a current Working with Children Check. The Shire of Wickepin Chief Executive Officer is to be consulted prior to the appointment and approve the placement of an acceptable Pool Manager. All staff appointed by the Respondent shall comply with the Shire of Wickepin employee Code of Conduct.

The Shire of Wickepin will cover all chemical costs associated with the Swimming Pool operation.

2.3 Period of Contract and Termination

The period of contract is from the 1 October 2025 to 30 June 2028 Swimming Pool seasons. Both parties may agree to a 3-year extension from 1 July 2028 to 20 June 2031 at the same Terms and Conditions, subject to satisfactory performance.

3 TENDERER'S OFFER

3.1 OFFER FORM

(Lisa BLOCK latters)

The Chief Executive Officer Shire of Wickepin

ose block letters)	
I/We:	
	-
Address:	
ABN:	
Telephone:	
Facsimile:	
Email:	
Landau Landau Control	

In response to RFT-01-2025/2026 Swimming Pool Management Services

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to sixty (60) calendar days from the date of the tender closing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender RFT-01-2025/2026.

Dated this:	day of	20	
Signature:			
Name:			
Position:			

3.2 GENERAL AND CORPORATE INFORMATION

3.2.1 ORGANISATION PROFILE AND REFEREES

Attach your organisation profile and label it "Attachment 1".	Attachment 1 ☐ Tick√if attached
Attach details of your referees, and label it "Attachment 2. You should give examples of work provided for your referees where possible.	Attachment 2 ☐ Tick√if attached
3.2.2 AGENTS	
Are you acting as an agent for another party?	Yes 🗆
	No 🗆
If Yes, attach details (including name and address) of your principal and label it "Attachment 3.	Attachment 3 ☐ Tick√if attached
3.2.3 TRUSTS	
Are you acting as a trustee of a trust?	Yes 🗆
	No 🗆
If Yes, in an attachment labelled "Attachment 4:	Attachment 4

(a) give the name of the trust and include a copy of the trust

(b) if there is no trust deed, provide the names and

addresses of beneficiaries.

deed (and any related documents);

Tick√ if attached

PART 3 COMPLETE AND RETURN THIS PART

3.2.4 SUB-CONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes 🗆
	No 🗆
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 5.	Attachment 5 ☐ Tick√if attached

3.2.5 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflict of interest likely to arise during the Contract?	Yes □ No □
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Attachment 6.	Attachment 6 ☐ Tick√if attached

3.3 RESPONSE TO SELECTION CRITERIA

3.3.1 COMPLIANCE CRITERIA

Have you complied with the Specification contained in this Request?	Yes	
nequest:	No	
Have you complied with the Conditions of Tendering contained in this Request?	Yes	
	No	
Have you complied with and completed the price schedule?	Yes	
	No	
Have you completed the Work Safety and Health questionnaire and submitted required attachments (see Schedule 1)?	Yes	
	No	

3.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderers shall note the following: all information relevant to your answers should be contained within your Tender to each criterion;

tenderers shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;

tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and

tenderers shall address each issue outlined within a qualitative criterion.

Demonstrated Skills and Experience Describe your experience in completing/supplying similar Requirements. Tenderers should as a minimum address the following: provide details of similar work; provide scope of the Tenderer's involvement including details of outcomes; and demonstrate competency and proven track record of achieving outcomes. Supply details in an attachment and label it "Attachment 7".	Attachment 7 ☐ Tick ✓ if attached
Demonstrated capacity This will be based on: Organisational Profile (Attachment 1) Referees (Attachment 2) Details of the subcontractor (Attachment 5) if any	□ Tick √ if attached

3.4 PRICE INFORMATION

Tenderers **must** complete clause 3.4.3 "Price Schedule". Before completing the Price Schedule, Tenderers should read the entire Request.

3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes □ No □
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Attachment 8".	Attachment 8 ☐ Tick√if attached

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		RETURN	

3.4.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes □ No □
If No, please indicate your proposed price variation mechanism. Supply details and label it "Attachment 9".	Attachment 9 ☐ Tick√if attached

3.4.3 PRICE SCHEDULE

Description	Cost (inc. GST)
Annual operation of Wickepin Swimming Pool from the 1 October 2025 to 30 June 2028 including service provisions of:	
 Six (6) day per week service with the Wickepin Swimming Pool normal opening hours – Monday, Wednesday, Thursday, Friday, Saturday, Sunday 1pm – 6pm 	
Swimming lesson facilitation (School and Vacswim).	
Basic Maintenance of Swimming Pool buildings.	
Basic Maintenance of Swimming Pool plant.	
Basic Maintenance of Swimming Pool grounds.	
Season start up.	
Season shut down.	
 Hourly Rate to Operate & Open Pool outside nominated or agreed days and hours. 	
 Provide 2 x Public Event Days. Each event will include a minimum of one (1) inflatable feature, with free sausage sizzle (Shire to provide sausages). Maximum event duration of 3 hours and all lifeguarding requirements / expenses to be incurred by the contractor. 	
TOTAL	

Schedule 1: Work Health and Safety requirements

It is mandatory that the supply of goods and services by the tenderer comply with the requirements of the Work Health and Safety Act 2020 (WA) and all subordinate legislation as invoked by the Act. The tenderer shall at all times take such precautions as are necessary to protect safety and health of the public and all persons employed by them, including any contracted services providers.

Work Health and Safety (WHS) Questionnaire				
Completed by:	Date:			
Contact Details:				
Mobile:				
Phone:				
Email:				
1. Please provide the following details about your company. Name;				
No. of Employees;				
ACN/ABN;				
Annual Turnover:				
Name/s of all directors and/or Shareholders. a.				
b.				
C.				
d.				
2. Please attach details of your company's experience in the area that you	Attached – Yes/No			
are Quoting for, including details of previous contracts and referees.				
3. Please attach proof that your company holds current workers'	Attached – Yes/No			
compensation insurance (Certificate of Currency).				
4. Please attach proof that your company holds current public liability	Attached – Yes/No			
insurance (Certificate of Currency).				
5. Please attach proof that your company holds current professional	Attached – Yes/No			
indemnity insurance – if applicable (Certificate of Currency).				
6. Please provide the (a) name (b) job title and (c) brief qualifications and	Attached Voc/No			
6. Please provide the (a) name (b) job title and (c) brief qualifications and work history of those persons in your company with the following	Attached – Yes/No			
responsibilities.				
responsibilities.				
C. The nersen with ultimate remonsibility for MUIC				
a. The person with ultimate responsibility for WHS.				
h The course group will fourth a day to day were something their				
b. The person responsible for the day-to-day management aspects of this				
contract.				
WHS Record				
7. Has the company, or any of the current or past directors or shareholders	Attached – Yes/No			
ever been fined under WHS or related legislation in the past five years?				
YES/NO.				
If YES, provide details.				
WIIC Delian and Security 1				
WHS Policy and Management				
9. Please attach a copy of your company's current WHS Policy.	Attached – Yes/No			

10. Does your company have an WHS auditing/management system; YES/NO. If yes, provide details.	Attached – Yes/No
Safe System of Work	
11. Please attach copies of the contents page of any WHS manual/s, codes of practice and SOPs/SWMSs used by your company and relevant to this contract	Attached – Yes/No
12. Can your company demonstrate familiarity with safe systems of work? YES/NO. If YES provide details.	Attached – Yes/No
13. Also, provide contact details for three organisations which can provide references to support your familiarity with safe work systems.	Attached – Yes/No
14. Does your company anticipate using sub-contractors on this contract? YES/NO. If yes, give details of the procedures you will use to ensure that sub-contractors are competent and will be managed appropriately.	Attached – Yes/No
15. Please provide copies of any risk assessments undertaken relevant to this contact. Include general risk assessments, MSDS and assessments for any chemical or substance your company proposes to use, as well as any other assessments (e.g. manual handling, noise etc)	Attached – Yes/No
16. Does your company have any documented permit to work systems? YES/NO. If YES, provide details.	Attached – Yes/No
17. Does your company have documented procedures for storing and handling hazardous substances? YES/NO If YES, provide details.	Attached – Yes/No
18. Will your company provide required work equipment and personal protective equipment (PPE) for the job? If YES, provide details. If NO, state what arrangements will be made to ensure the safety of work systems.	Attached – Yes/No
19. Does your company have written procedures for identifying, assessing and controlling risks associated with manual handling? YES/NO.	Attached – Yes/No
20. Please provide details (or copies) of accident reporting and emergency procedures that your company will adopt for this contract.	Attached – Yes/No
21. How does your company assess the safety competence of the people it employs? Please provide details	Attached – Yes/No
22. Does your company provide staff and sub-contractors with accurate information about the hazards to which they are exposed in the course of their work? YES/NO. If YES provide details.	Attached – Yes/No

23. Please provide details of WHS training provided to all managers, staff and sub-contractors where used.	Attached – Yes/No
sub-contractors where used.	
Please provide details of your company's future training plan should it win the contract.	
24 level and a second a second and a second	A++ \//N -
24. Is your company, or any member/s of staff, a member of any trade or professional organisation? YES/NO.	Attached – Yes/No
If YES provide details.	
WHS Inspections	
25. How does your company ensure that plant, equipment and vehicles	Attached – Yes/No
are kept in safe working condition, such as documented regular	
inspections, maintenance routines etc.	
Please provide details	
26. Does your company undertake regular worksite WHS inspections? YES/NO.	Attached – Yes/No
	7100001100
27. Are workplace inspection checklists used? YES/NO.	Attached – Yes/No
28. Please provide details of how often and by whom WHS inspections will be	Attached – Yes/No
conducted.	
WHS Consultation	
29. Does your company ensure there is a workplace health and safety	Attached – Yes/No
representative or committee routinely available at the workplace?	
30. Are employees actively involved in WHS related decision making? YES/NO.	Attached – Yes/No
If YES provide details.	
WHS Performance Monitoring	
31. Please provide details of the criteria your company uses for	Attached – Yes/No
assessing its WHS performance.	
32. Does your company have a system for collecting and analysing safety	Attached – Yes/No
related statistics? YES/NO.	
If YES provide details.	
Additional Comments:	