



Shire of Nungarin

Request for Tender RFT 21/22 - 2.

Request for Tender:	Management and Operation of the Shire of Nungarin Aquatic Centre
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Deadline:	12:00 noon Friday 27 th August 2021
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Address for Postal Delivery	Tender: RFT – 21/22 - 2 Leonard Long Chief Executive Officer Shire of Nungarin PO Box 8 NUNGARIN WA 6490
Email Address	Subject: RFT – 20/21 - 19 Email: ceo@nungarin.wa.gov.au
	<i>FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED</i>

RFT Number:	RFT – 21/22 - 2
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1 Conditions of Tendering

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	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.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the <i>Management and Operation of the Nungarin Aquatic Centre</i> in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	<i>Shire of Nungarin</i>
Request OR RTF OR Request for Tender	This document.
Requirement:	The Goods and/or Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Open Period:	The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

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

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

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Complete and return the Offer (Part 5) in all respects and include all Attachments.
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

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

Name:	Leonard Long
Telephone	(08) 90465 006
Email:	ceo@nungarin.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents, prior to lodgement of their Tender. Written clarifications must be submitted by email to the Contact Person as identified in Clause 1.4.

No requests for information or clarification to the RFT documents will be accepted later than 4 days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

Nil, however site inspection can be made by appointment with the Shire contact person.

1.7 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is 12.00noon, Friday 27th August 2021.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered:
 - i. sent through the mail to the Chief Executive Officer PO Box 8 Nungarin 6490. (NOTE: it remains the responsibility of the tenderer to ensure the tender is received prior to the closure date and time, the Shire will not accept any tender received via the post after the closure date and time), or
 - ii. sent via email to the Chief Executive Officer at ceo@nungarin.wa.gov.au

Tenders submitted by Facsimile will not be accepted.

Tenderers must ensure that they have provided a signed copy of their Tender. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to the submission.

1.8 Rejection of Tenders

A Tender will be rejected without consideration of its merits if:

- a) it is not submitted before the Deadline; or
- b) it is not submitted at the place specified in the Request; or
- c) it may be rejected if it fails to comply with any other requirements of the Request.

1.9 Late Tenders

Tenders received:

- a) after the Deadline; or
- b) in a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.10 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.

1.11 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 the names of the successful Tenderer or be advised that no Tender was accepted.

1.12 Tender Validity Period

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

1.13 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 will have precedence.

1.14 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions that the General and Special Conditions of Contract must in all cases 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.

1.15 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances influencing their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will 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;

- d) acknowledged that the Principal may enter negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.16 Alterations

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

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 before the Deadline.

1.17 Risk Assessment

The Principal may have access to and consider:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and 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 assessing Tenderers and will be treated as strictly confidential.

1.18 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:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short-listed and may also be required to clarify their 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.

1.19 Selection Criteria

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with Qualitative and Compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender rank the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the Qualitative Criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.20 Compliance Criteria

These criteria are detailed within *Part 5* of this document and 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.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Qualitative Criteria as detailed within *Part 5* of this document. Each

criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.22 Value Considerations

The Tender price will receive a weighting, the price will be assessed as part of the qualitative criteria

WEIGHTED COSTS CRITERIA

Criteria	Weighting
Tendered Price	25%

1.23 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST), the tender price should be shown excluding GST, the GST proportion shown separately and then the total tendered sum including GST.

Unless otherwise indicated prices tendered must include 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.

1.24 Ownership of Tenders

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

1.25 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Councillors or Shire Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having

any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.26 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations 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.

1.27 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.

1.28 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at the Shire of Nungarin Administration Offices, 66 Railway Avenue, NUNGARIN WA 6490.

1.29 In House Tenders

The Principal does not intend to submit an In-House Tender.

2 Specification

2.1 Contract Requirements in Brief

This contract is for the management and operation of the Nungarin Aquatic Centre. A full statement of the services required under the proposed contract, appears in the Specification 2.4.

2.2 Introduction

The Shire of Nungarin is seeking tenders from suitably qualified and experienced aquatic facility managers to undertake the management of the Nungarin Aquatic Centre. The successful tender will need to demonstrate a willingness to work in partnership with the Shire and the local community in terms of provision of services and agreed programmes and activities.

The Nungarin Aquatic Centre is located on Mitchell Terrace within the townsite of Nungarin. Nungarin is located on the Merredin – Nungarin Road, 280km from the Perth metropolitan area. The Centre includes a 25m outdoor swimming pool and a separate toddler/infant pool. A kiosk is also operated at the centre by the contract manager. The centre is open seasonally from 1 November to 31 March (seasonally extensions negotiable). The centre is open 6 days a week from 11am to 6pm.

The successful tenderer will be required to enter into a fixed price contractual agreement with the Shire of Nungarin for a period of THREE (3), with the option to extend for a further TWO (2) years, commencing with the 2021/22 pool season.

2.3 Definitions

'Act' means the Health Act 1911 (as amended) and all regulations made under it, as amended from time to time;

'Approval' means approval by the Council or the Chief Executive Officer;

'Acts, Regulations, Local Laws and Codes' means an Act of Parliament (whether State or Federal) and all regulations made pursuant to it and all local laws made or adopted by the Council under the Local Government Act 1995 and shall include all amendments of those acts, regulations, local laws and Codes applicable to public swimming pools made from time to time;

'Attendant' means an employee of the Contractor; other than the Manager, employed in accordance with the requirements of and to perform the duties of the Contractor under this Contract;

'Budget year' means the period commencing on July 1st and ending on June 30th of each year;

'Contract' means the contract entered by the Council and the Contractor for the management of the Aquatic Centre as evidenced by this contract;

'Contractor' means the successful tenderer and its successors and permitted assignees;

'Contractor's Plant' means all or any of the implements, appliances, equipment, tools or other things provided by the Contractor

'Equipment' means all the items of plant and equipment situated at the Aquatic Centre at the date of the Contract

'Labour' shall be read as including the work done or required to be done and the employment of those persons required to undertake such work as required by the Contract;

'Manager' means the Contractor or a suitable qualified person employed or appointed by the Contractor from time to time to undertake the day to day management of the Aquatic Centre;

'Chief Executive Officer' means the person from time to time appointed by the Shire in the capacity of the Chief Executive Officer of the Shire of Nungarin;

'Materials' shall include markers, signs or any other materials required to be provided either as part of, or to effect, the provisions of the Contract;

'Season' means the period of consecutive months in which the Aquatic Centre is open to the public and as agreed upon from time to time by the Council;

'Swimming Pool' or 'Pool' means the Shire of Nungarin Aquatic Centre and includes all premises, buildings, land and equipment used in connection with the Swimming Pool located at Mitchell Terrace, Nungarin.

2.4 Scope of Work/ Specific Requirements of the Contract

In respect of the operation of the Aquatic Centre, the Contractor confirms as follows:

- a) At all times to operate the Aquatic 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 Swimming Pool are correctly stored and utilised in accordance with the requirements of the Acts, Regulations and Local Laws and in the absence of such legislative requirements then in accordance with the manufacturers' specifications or with any direction as may be given by the Council or the Chief Executive Officer from time to time.
- b) No later than 30th April of any budget year, to present to Council a detailed management and planning report outlining the operations of the 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 Aquatic Facility including all premises and buildings, to the standards required by Council, and to comply with all relevant Acts, Regulations, Local Laws and Codes.

Part 2 READ AND KEEP THIS PART

- c) That in the event of a problem relating to the Aquatic Facility the Contractor shall notify the Council as soon as possible, the Council 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 Chief Executive Officer on the Contractor for the use of the kiosk and associated equipment.
- e) The Contractor may always keep and maintain a kiosk whilst the Aquatic Centre 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 levies by the Shire of Nungarin for the use of the kiosk and associated equipment. The Contractor is responsible to ensure any products are protected against theft, spoilage or vermin.
- f) To ensure that the Aquatic 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 Council or the Chief Executive Officer to the Contractor.
- g) To ensure that at the end of the Contract the Aquatic 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 a Certificate of Competency as a qualified person in accordance with the *Health Act (Swimming Pools) Regulation 2007* as issued by the Executive Director of Public Health, Western Australia.
- i) To ensure that the internal surrounds of the Aquatic Facility, including the Pool concourse are maintained in a well-kept, clean and safe condition in accordance with the requirements of the Council and the Chief Executive Officer and to ensure that any directions in respect of those areas given by the Council or Chief Executive Officer from time to time are immediately acted upon.
- j) To ensure that the internal and external areas of all buildings at the Aquatic 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 the Council and Chief Executive Officer and that any directions in this regard given by Council or the Chief Executive Officer from time to time are immediately acted upon.
- k) To order and ensure that all stores, chemicals, equipment, tools or other items required for the maintenance and operation of the Swimming Pool in accordance with the standards and requirement of the Acts or other Acts, Regulations and Local Laws of the 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 Aquatic Facility, are not

permitted access are always kept locked and secure except as necessary for emergency purposes.

- m) To ensure that the Aquatic Centre 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 Council or Chief Executive Officer 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 Council or Chief Executive Officer.
- o) To deposit all admission charges collected on a weekly basis at the Nungarin Shire Administration Office and complete the necessary Admission returned as required by the Council.
- p) To permit the Council and the Chief Executive Officer, 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 sub-regulation 10 of the *Health Act (Swimming Pools) Regulation 2007*.
- r) The chemical standards of the swimming pools are maintained in accordance with sub-regulation 11 of the *Health Act (Swimming Pools) Regulation 2007*.
- s) Ensure that the water samples are undertaken and recorded in accordance with sub-regulation 12 of the *Health Act (Swimming Pools) Regulation 2007 as follows*
 - At least twice daily for residual free chlorine and pH: and
 - At least weekly for isocyanurate levels.
- t) That public notice is given at least two weeks prior and immediately prior to the pool being closed for major events/ carnivals in the local Nungarin Newslink, Shire newsletter, Council Website and Social Media.
- u) Maintain the swimming pools 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.

3 General Conditions of Contract

3.1 Contract Requirements in Brief

Public Liability (required) – All companies are required to have this insurance up to a limit of \$20,000,000 to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover (required) – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operation then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

3.2 Period of Contract and Termination

The Contract will be in force for the period of three (3) years with an option to extend for a further two (2) years. This is expected to run from the 1st of November 2021 to the 31st March 2024 with the option to the 31st March 2026. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4 Special Conditions of Contract

4.1 Housing

Subsidised Housing is available for the full term of the contract.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Nungarin
66 Railway Avenue, NUNGARIN WA 6490

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 2021/22 - 2 - Management and Operation of the Shire of Nungarin Aquatic Centre.

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 ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on agreement between the Principal and the Tenderer in writing.

I/We agree that there will 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.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Tenders are to provide acknowledgement that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of you pricing submitted in the format required by the Principal.	Yes / No
b) Tenders are to provide any Licences or Registrations.	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with and completion of Price Schedule	Yes / No
e) Compliance with Delivery Date.	Yes / No
<p>f) Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it “Risk Assessment”</p> <p><i>i) An outline of your organisational structure inclusive of any branches and number of personnel.</i></p> <p><i>ii) If companies are involved, attach their current ASC company extracts search including latest annual return.</i></p> <p><i>iii) Provide the organisations directs/company owners or any other positions help with other organisations.</i></p> <p><i>iv) Provide a summary of the number of years your organisation has been in business.</i></p> <p><i>v) Attach details of you referees. You should give examples of work provided for your referees where possible.</i></p> <p><i>vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</i></p> <p><i>vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i></p> <p><i>viii) Do you intend to subcontract any of the Requirements? If Yes, provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p>	Yes / No

Part 5 COMPLETE AND RETURN THIS PART

- ix) *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 conflicts of interest likely to arise during the Contract? 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.*
- x) *Are you presently able to pay all your debts in full as and when they fall due?*
- xi) *Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes, please provide details.*
- xii) *To demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.*

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.

5.2.2 Qualitative Criteria

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

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

<p>A. Relevant Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p>	<p>Weighting</p> <p>15%</p>	
<ul style="list-style-type: none"> a) <i>Provide details of similar work.</i> b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i> c) <i>Provide details of issues that arose during the project and how these were managed.</i> d) <i>Demonstrate competency and proven track record of achieving outcomes.</i> 	<p>“Relevant Experience”</p>	<p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

Part 5 COMPLETE AND RETURN THIS PART

<p>B. Key Personnel Skills and Experience</p> <p>Tenderers must address the following information in an attachment and label it “Key Personnel Skills and Experience”:</p>	<p>Weighting</p> <p>15%</p>	
<p>a) <i>The Tenderer’s role in the performance of the Contract.</i></p> <p>b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></p> <p>c) Qualifications with emphasis on experience of personnel in projects of a s similar requirement</p>	<p>“Key Personnel”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p>		

<p>C. Tenderer’s Resources</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer’s Resources”.</p>	<p>Weighting</p> <p>15%</p>	
<p>a) <i>Plant, equipment and materials</i></p> <p>b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>c) <i>Resources Schedule.</i></p>	<p>“Tenderer’s Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources”.</p>		

Part 5 COMPLETE AND RETURN THIS PART

<p>D. Demonstrated Understanding</p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”.</p>	<p>Weighting</p> <p>30%</p>	
<p>a) <i>The process for the delivery of the Service.</i></p> <p>b) <i>Demonstrated understanding of the Scope of Work.</i></p> <p>c) <i>Proposed Management Agreement or contract</i></p>	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment and label it “Demonstrated Understanding”.</p>		

5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Basis

Are you prepared to offer a fixed price?	Yes / No
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5.3.2 Price Schedule

Year	Service Description	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
2021/22	Full Pool Season including off Season			
2022/23	Full Pool Season including off Season			
2023/24	Full Pool Season including off Season			
2024/25*	Full Pool Season including off Season *			
2025/26*	Full Pool Season including off Season *			
	Additional Hours over Contract Hours			

* Option Years

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