



# REQUEST FOR TENDER

**Tender no: 2915\_2021-22\_QTB\_21**

## **MANAGEMENT AND OPERATION OF SWIMMING POOL FACILITIES LOCATED AT: -**

- **BIGGENDEN**
- **EIDSVOLD**
- **GAYNDAH**
- **MONTO**
- **MUNDUBBERA**

RFT Release Date: Thursday, 17 March 2022  
RFT Closing Time and Date: 12 noon Friday 8<sup>th</sup> April 2022  
Validity Period: 90 days from close of Tender  
Tender Administrator: Michael Wallace  
Contact Details: [admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au)  
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Method of Lodgement: single PDF file electronic submission to  
[admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au)

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## **INTRODUCTION**

At the northern catchment of the Burnett River, the North Burnett region is the most northwest area of the Wide Bay region, with the Bundaberg Regional Council on the eastern side of this region. The North Burnett region covers an area of 19,700 square kilometers and services a population of approximately 10,656 residents in a mix of urban, rural residential and rural areas. This includes the townships of Biggenden, Eidsvold, Gayndah, Monto, Mundubbera and Mount Perry. North Burnett Regional Council operates Public Swimming Pool facilities at Biggenden, Eidsvold, Gayndah, Monto and Mundubbera.

Facility "A" Biggenden is situated at Victoria Street, Biggenden, and comprises a 6 lane, 25 metre, heat pump pool. Biggenden township has a population of 845 being one of the eastern townships of the region.

Facility "B" Eidsvold is situated at Esplanade Street, Eidsvold, and comprises a 6 lane, 25 metre pool. Eidsvold township has a population of 574.

Facility "C" Gayndah is situated at Cullen Avenue Street, Gayndah, and comprises a 6 lane, 50 metre pool. The Gayndah area has a population of 1,981.

Facility "D" Monto is situated at 15 Rutherford Street, Monto, and comprises a 6 lane 25 metre pool. Monto has a population of 1189.

Facility "E" Mundubbera is situated at Bauer Street, Mundubbera, and comprises a 6 lane 50 metre pool. Mundubbera, has a population of 1261.

## **OBJECTIVES**

Council's objectives are to engage a suitably qualified Contractor to manage and operate each pool facility.

The specific aims and objectives of the contract are:

- To have a quality recreational facility at an affordable price;
- To have qualified and competent personnel managing and operating the pools to ensure safety and enjoyment by the general public;
- To ensure that the pools are maintained in a safe manner;
- To ensure the pools meet all statutory requirements including water quality and other health requirements;
- To ensure all maintenance requirements (both minor and major) are appropriately assessed and undertaken.

## **AGREEMENT TERM**

The Agreement period shall be for a term of five (5) years, commencing 1 May 2022, and an option in Council's favour for a further three (3) years. The term will cover the minimum season opening times of the last weekend of the September Queensland School Holidays until the later of 31 March or Easter Sunday. Winter maintenance obligations are also included for the period that is outside the minimum opening times.

## **IMPORTANT ADVICE TO TENDERERS**

### **COMPULSORY SITE INSPECTIONS**

Any Tenderer must visit the facility being Tendered for and inspect the public areas on Tuesday 05 April 2022 at:

- Monto between 9:00 am and 9:30 am
- Eidsvold between 11:00 am and 11:30 am
- Mundubbera between 12:30 pm to 1:00 pm
- Gayndah between 2:30 pm and 3:00 pm
- Biggenden between 4:00 pm and 4:30 pm

**Inspection is strictly by appointment only, via registration request to [admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au) to be received by no later than 12 noon Monday, 04 April 2022.**

Non-attendance will deem the Tender as nonconforming.

### **FURTHER INFORMATION**

If a prospective TENDERER requires information or clarification concerning the Tender:

- a. the prospective TENDERER must lodge the request via email to [admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au) by no later than 12 noon Wednesday, 06 April 2022
- b. if after seeking information or clarification the prospective TENDERER still has any doubt about the meaning of any part of the Request, the TENDERER must include in its Tender a statement:
  - i. identifying the uncertainty; and
  - ii. specifying the interpretation on which the Tender is based.
- c. **Canvassing of Councillors or Staff is not permitted and will lead to disqualification of the Tender**
- d. A person may not Claim from Council any expenses or extension of time on the grounds that insufficient or ambiguous information was given in the Request

### **CLOSING OF TENDER**

This Tender closes at 12 noon Friday 08 April 2022.

Submissions received after the closing time will not be accepted.

### **LODGEMENT OF TENDERS**

Tenders may only be submitted electronically to [admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au)

### **NON-CONFORMING TENDERS**

Non-conforming proposals are encouraged but such a proposal may not be further considered if the Tenderer does not also lodge a conforming Tender.

## **DEFINITIONS**

In these Tender Documents, the following terms shall, unless inconsistent with the context, have the meanings indicated:

**“Contractor”** means the successful Tenderer engaged by Council.

**“Closing Date”** means the last date for lodgement of Tenders as specified or such later date as may be notified in writing to the Tenderer by the Council.

**“Council”** means North Burnett Regional Council.

**“Evaluation Criteria”** means the various criteria which will be used to determine the most advantageous arrangement before establishing a Contract with a Tenderer, considering all aspects of the Local Government Act.

**“Evaluation Criteria”** means the various criteria which will be used to determine the most advantageous arrangement before establishing a Contract with a Tenderer, considering all aspects of the Local Government Act.

**“RFT”** means Request for Tender.

**“Tender”** means a tender or tenders submitted by the Tenderer in response to the Conditions of Tendering.

**“Tender Panel”** means the panel appointed to evaluate Tenders.

**“Tenderer”** means a person or corporation who lodges a Tender in accordance with this Request for Tender.

## **COUNCIL RESPONSIBILITIES**

Council shall deliver to the Contractor, at the commencement of the Agreement period or no later than 14 days prior to the commencement of the first Swimming Season a functioning, serviced and inspected (including RCD's, Test and Tag, pool cleaner, pumps, motors, playgrounds, Water Tester calibration etc) swimming facility ready for use by the public.

After the commencement of the Agreement, Council's ongoing financial obligations to the facility will be limited to the following expenditure:

1	Payment for Pool chemicals (not including cleaning products)
2	Payment for Pool Electricity charges – both connection and consumption
3	Repair or replacement to any structural defects – at Council's sole discretion
4	Replacement or upgrades to Electrical Switchboards
5	Any work requiring a qualified Arborist – as assessed at Council's sole discretion
6	Sewerage & Water drains – only blockages caused by structural defects, subsidence or the invasion of tree roots.
7	Water Testing - regular testing throughout the swimming season (separate to Contractors daily responsibilities)

All other operational, maintenance and repair expenditure is the responsibility of the Contractor, at their sole cost (refer to Schedule A).

### **PAYMENT OF OPERATING COSTS BY CONTRACTOR**

The Contractor shall be responsible for the cost of maintenance, repairs and operating costs including all consumables but excluding electricity and pool chemicals and undertake such operations in accordance with Royal Life Saving Society of Australia Guidelines and Council's Maintenance Schedule for Swimming Facility Contractors Responsibility (Schedule A) attached.

### **EQUIPMENT AND FACILITIES**

An inventory of all equipment and plant contained at each facility will be supplied to the Contractor – refer Schedule C.

### **SAFETY**

For safety and other qualifications standards, Tenderers should refer to the "Service Specification" section detailed herein.

### **REPORTING TO COUNCIL**

The Contractor will be required to keep daily, weekly and monthly records and accounts of the business operations and to make that information available to the Council upon request.

The Contractor may be required to personally attend monthly (unless otherwise directed) meetings with Council and produce the following information:

- Records of attendance for the month from all sources.
- Program of activities for the pool.
- Water quality test results.
- Details of chemicals used and backwashing of filters.
- Staff attendance records including evidence of qualifications/certifications.
- Records of any incidents, hazards and inspections undertaken.
- Any other information of which reasonable notice will be given by Council.

Customer surveys in a form specified by Council, and at the cost of the Contractor may be required to be conducted by the Contractor at least once a year and the information made available to Council.

### **WORKING WITH COUNCIL**

The Contractor will work collaboratively with Council to ensure that pools play an important role in delivering improved health and wellbeing outcomes for the broader community.

### **USE OF POOL NAME**

The Contractor shall not change the name of or operate premises under any name other than the official pool name.

The Contractor will have sole and exclusive rights during the season to conduct at the Pool, swimming classes and the coaching of swimmers for reward. If the Contractor wishes to advertise to make potential users of the pool aware of the specific programs that are running, then the Contractor will be responsible for the costs.

**CPI ADJUSTMENTS**

Prospective Contractors should note the payment shall be reviewed with 14 days of the Agreement anniversary date, being subject to annual adjustment in accordance with the All-Groups Consumer Price Index (CPI) ending June for Brisbane.

**PATRONAGE**

Details of patronage are from admission, season tickets and school bookings but excluding those from other activities e.g. learn to swim and coaching. The figures are as supplied by the relevant Contractor and/or Council records and are set out hereunder: **The Council does not warrant the accuracy of the figures supplied and therefore will accept no responsibility for reliance on such.**

<i>Facility</i>	<i>Season Pass</i>	<i>Adult</i>	<i>Child</i>	<i>School Swimming</i>	<i>Non-Swim</i>	<i>Other – Disability/Pensioner/ Child under 3</i>
Biggenden 19/20	1135	729	989	2058	127	117
Biggenden 20/21	871	494	741	1999	257	257
Biggenden 21/22 <sup>1</sup>	500	462	466	988	47	Unavailable (Unvail) <sup>2</sup>
Eidsvold 19/20	383	468	460	590	128	33
Eidsvold 20/21	1800	967	1538	764	512	Unvail
Eidsvold 21/22 <sup>1</sup>	169	288	370	369	54	Unvail
Gayndah 19/20	Unvail	4862	2785	1810	Unvail	1465
Gayndah 20/21	2968	1862	2202	2103	1141	Unvail
Gayndah 21/22 <sup>1</sup>	1618	1252	1099	1157	615	543
Monto 19/20	2340	771	1143	2604	69	343
Monto 20/21	1939	742	1073	2692	179	202
Monto 21/22 <sup>1</sup>	1218	576	867	1475	901	135
Mundubbera 19/20	1955	1324	2221	92	Unvail	Unvail
Mundubbera 20/21	530	347	356	519	200	Unvail
Mundubbera 21/22 <sup>1</sup>	1130	662	1474	641	125	3

<sup>1</sup> Part Season only until 31 January 2022

<sup>2</sup> Unavailable/Unvail – statistics contained within other facility category totals

## **SERVICE SPECIFICATION**

### **CONSTRAINTS OF SERVICE**

The services shall be provided in accordance with applicable Federal and State Acts of Parliament, Guidelines and Codes of Practice, and Council Local Laws. Tenderers are expected to have access to and the ability to interpret the above listed Laws and to keep abreast of developments relating to enactment and amendment of other applicable legislation, regulations, guidelines and codes of practice and Council Local Laws that are introduced from time to time.

### **HUMAN RESOURCES/QUALIFICATIONS/ PREVIOUS EXPERIENCE**

A minimum of five (5) years previous experience in the conduct of a public swimming pool facilities is highly desirable.

Any person employed by the Contractor to work as a Lifeguard must hold and continue to hold a current Royal Life Saving Society of Australia Pool Lifeguard Award, a current Resuscitation Award and approved First Aid and CPR qualification.

Each Contractor shall either hold or a staffer on site hold one or more of the following qualifications: -

- (a) *CPP31218 Certificate III in Swimming Pool and Spa Service*; or
- (b) *CPP41319 Certificate IV in Swimming Pool and Spa Service*; or
- (c) A qualification equivalent to that referred in (a) or (b).

All persons employed by the Contractor to work at the facility is required to be inducted and trained in the use of First Aid equipment; protective equipment and clothing for the use with Water Treatment chemicals and oxygen equipment.

The Contractor shall ensure that at all times all persons employed or working at the premises, shall fully comply with the *Working with Children (Risk Management and Screening) Act 2000* (or any subsequent acts of regulations) in relation to the Queensland Blue Card system.

Evidence of qualifications held by relevant staff of the Contractor must be provided electronically to Council prior to commencement of duties.

### **REPORTING REQUIREMENTS**

The Contractor will be required to submit an electronic monthly report to Council, which will include the following:

- Admissions and gate takings from adults, juniors, school groups and any other groups including learn to swim, swim squads etc. separate figures for sale of monthly and season tickets are to be provided.
- Accidents/injuries/near misses reported to staff or of which supervising staff were aware of during the previous month.
- Liaison and activities and promotions undertaken during the previous month.
- Maintenance undertaken during previous month.
- Water testing results.
- Customer complaints.



The Contractor will provide upon request, an annual report to be by 30 April each year. The report will be similar to the monthly reports, except those totals will be provided for the entire year. In addition, the report will contain totals of all water treatment chemicals used, water usage and recommendations for off-season maintenance work for Council to consider.

### **PUBLIC IMAGE AND IDENTIFICATION**

All personnel employed to act as Lifeguards must be dressed in accordance with the Royal Life Saving Society of Australia guidelines on “Lifeguard Clothing and Equipment”.

### **RISK ASSESSMENT FOR MAINTENANCE**

The Contractor will be required to complete risk assessments for the pool operation as defined by Royal Life Saving Society of Australia guidelines throughout the year, in conjunction with Council.

### **SUPERVISION**

The Contractor will be required to provide appropriately qualified staff in sufficient numbers and at such notice as to be able to meet the Royal Life Saving Society of Australia *Guidelines for Safe Pool Operation* in respect to supervision of public swimming pools. Appropriate levels of supervision will be maintained at all times, including the hire of the pool to special interest groups, including but not limited to Swimming Club, Schools, and Social Groups etc. Lifeguard duty periods will be in accordance with standards set by Royal Life Saving Society of Australia guidelines.

### **SCOPE OF WORKS**

This Tender is for the management and operation of the Swimming Pool Facilities as nominated in the Tender Response Form in “Schedule B” during the approved swimming season, and off-season maintenance.

The Contractor will be responsible for the supervision and maintenance (at their own cost), including, but is not limited to the following:

- Operate and manage the Pool and provide supervision of all pool activities to ensure the safety and wellbeing of pool patrons and in accordance with relevant Federal, State and Local Laws and Royal Life Saving Society of Australia guidelines.
- Operation and maintenance of all plant, equipment, fixtures and assets.
- Provision of all consumables.
- Report in writing any incidents or hazards to the Council as soon as practical. The reports are to include any actions undertaken by pool staff and recommendations for corrective actions to be undertaken.
- Record daily, weekly and monthly inspections of the Pool to ensure all identified emergency response equipment is inspected and is fit for purpose. These records are to be available for inspection by appropriately authorised Council Employees.
- Undertake Hazard inspections with Council inspection checklist as required by the Council and provide to the authorised Council representative when requested.

## **WATER QUALITY**

The Contractor will be required to ensure that the water quality in the swimming pool meets the requirements of the Queensland Health and North Burnett Regional Council.

The Contractor will be required to undertake water testing in accordance with the Queensland Health “Swimming and Spa Pool Water Quality and Operational Guidelines” as amended, from time to time or such other standard as requested by Council. A log of the results is to be kept and reported in a monthly report to Council.

During the swimming season, the water quality will also be tested regularly by the Council to ensure compliance with Bacteriological Standards. For regular testing undertaken by Council such samples shall be drawn by the Contractors staff whom are qualified to undertake such; and by made available for Council’s collection at nominated times as directed by Council.

Upon failure (if any) of Council’s testing results, the Contractor at their own cost, will be required to arrange continue testing of water samples by an accredited laboratory, until satisfactory results are obtained.

The cost of all consumables will be paid by the Contractor. Council will be responsible for the purchase of all chemicals and electricity relating to the treatment of water. The Contractor shall be authorised and responsible for ordering bulk pool chemicals on Council’s behalf.

## **QUEENSLAND HEALTH PUBLIC HEALTH DIRECTIVES**

**Covid-19:** The Contractor shall fully comply at all times with all Queensland Health public health directives as updated from time to time.

## **OPERATING TIMES**

Pools will be open to the public, except for closure for renovations or major repairs as required or approved by Council. The following dates and opening hours are considered the minimum hours Pools should be open to the public:

<b><i>Season Times for all Facilities - from the last weekend of September Queensland School Holidays and until the later of 31 March or Easter Sunday:</i></b>		
Monday - Friday	6:00 am - 8:00 am	2.00 pm - 5.30 pm
Saturday - Sunday	12 noon - 5:00 pm	
Closed Christmas Day, Boxing Day, New Year’s Day and Good Friday		

Pools may be closed to the public for various special functions with prior written approval of Council e.g. school swimming carnivals.

### **ADMISSION FEES AND CHARGES**

The Contractor is responsible for the collection, retention and safe keeping of all entrance charges, including the issue of season's tickets and all documentation associated with this task. Fees and charges are to be consistent with other pools in the region, with Council to be the sole responsible party for determination of such. A schedule of current fees and charges as currently adopted by Council is as follows:

Private Hire (including operator)	\$ 51.50	Per hour + entry fee
Private Hire per Lifeguard	\$ 46.50	Per hour + entry fee
Children 3-12 years	\$ 2.60	Per entry
Adult and children 13 +	\$ 3.60	Per entry
Spectator - Non-Swimming	\$ 1.00	Per entry
Full Season Pass - Individual	\$123.00	Per ticket
Half Season Pass - Individual (after 1 January)	\$ 72.00	Per ticket
Family Full Season Pass (2 Adults, up to 4 children)	\$256.50	Per ticket
Family Full Season Pass – Additional Children	\$ 25.00	Each
Family Half Season Pass (2 Adults, up to 4 children)	\$154.00	Per ticket
Family Half Season Pass – Additional Children	\$ 15.40	Each
Disability/Pensioner	\$ 2.60	Per entry
School Swimming (organised sessions 9am to 3pm)		On agreement between School and Pool Operator as per <i>Private Hire</i> fees

### **PROVISION OF FOOD & BEVERAGE SERVICES**

The Contractor will be responsible for the operation of the food and beverage facility, including the purchase of all supplies and will retain all profits associated with the operation of the kiosk. Any items introduced for sale are to be first approved in writing by Council before being made available for sale to the patrons at the facility. The following items are currently approved for sale:

- Swimming and coaching equipment and aids.
- Souvenirs and novelty items, approved merchandise.
- Foodstuffs, including hot and cold foods, snacks, soft drinks and confectionery.

No on-site sale items should contain glass.

The Contractor must comply with the Food Act 2006 or any subsequent act, regulations or guidelines in relation to food safety.

## **TENDER EVALUATION PROCEDURE AND CRITERIA**

### **PROCEDURE FOR THE EVALUATION PROCESS**

After closing time, each Tender will be fully assessed by a Tender Panel to ensure it meets the criteria required and to eliminate any which are non-conforming.

After final analysis of the proposals and any clarifications take place Tenderer/s will be notified of the outcome.

### **EVALUATION CRITERIA FOR ASSESSMENT OF TENDERS**

Tenders will be considered on a combination of factors. These being as follows: -

<i>Criteria</i>	<i>Weighting (%)</i>
Tender Price	50
Capability to deliver contract outcomes	30
Customer Service & Community Relations Experience	20

In accordance with Councils Procurement Policy, Tenders will be considered pursuant to Council's commitment to enhance and support local business whilst still ensuring value for money is obtained.

Council shall not be bound to accept the lowest, or any Tender; and further reserves the right not to form an Agreement with any of the Tenderers.

Council may award a contract in full or part, for example different contracts for each facility or to the same Contractor for multiple locations etc.

## **GENERAL CONDITIONS OF TENDER**

### **CONTRACTOR'S GENERAL RESPONSIBILITY**

The Contractor shall at its own risk carry out the Agreement in accordance with every condition thereof and in so doing shall comply with the provisions of any Statute, Regulation and the requirements of any local or other authority with regard thereto.

The Contractor will be the Person Controlling Business or Undertaking (PCBU) as defined by the Work Health and Safety Act 2011. The PCBU must ensure, so far as reasonably practicable, the health and safety of workers and visitors to the worksite. Council will remain the Principal Contractor for the swimming pools and will inspect the worksite to ensure the PCBU is compliant with legislative requirements.

### **INSURANCE TO BE ARRANGED BY THE CONTRACTOR**

The Contractor shall effect and keep current at all times, Public Liability Insurance covering liability for death or injury to any person or for the damage to any property arising through or in connection with the performance of this Tender. Current copies of insurance are to be provided electronically to the Council prior to the new insurance commencing.

The Public Liability Policy shall be a co-insured policy in the names of the Council and the Contractor shall include a cross-liabilities clause so that the policy shall stand alone to protect each of the insured as if each party was the insured alone. The policy shall be for a sum not less than \$20,000,000 (twenty million dollars).

#### **Workers' Compensation Insurance**

The Contractor shall effect and keep current at all times, worker's compensation insurance for any employees employed, covering liability, loss, claims or proceedings whatsoever, whether arising by virtue of any Statutes relating to worker's compensation or employer's liability or at common law by any person employed, in connection with the performance of the Tender. The coverage under such worker's compensation insurance shall be in accordance with the Worker's Compensation Act, as amended from time to time.

The Contractor shall, prior to commencing the Agreement, provide Council with details of their Worker's Compensation Policy Number.

#### **Plant and Equipment Insurance**

The Contractor shall effect and keep current at all times, insurance in respect of any plant, machinery, tools, equipment, appliance and the like used in the performance of this Tender, including such plant and equipment owned or supplied by Council

The Contractor shall effect and keep current at all times, insurance in respect of any tools and equipment hired or loaned to any person in connection with the performance of this Tender. The Council shall be named as co-insured in respect of Council Property hired or loaned to any person and any breach of warranty by the Contractor or any person, shall not invalidate the policy to the Council.

Insurance for any plant, machinery, tools, equipment, appliances, and the like, shall be for the full replacement value of such property.

## **INSURANCE POLICY CONDITIONS**

All insurance which the Contractor is required to obtain, shall be arranged with an insurer who is acceptable to and upon terms, which are acceptable to, the Council. The Council shall not unreasonably withhold its approval in relation to the Insurer and the terms thereon.

All insurance which the Contractor is required to obtain, shall be maintained in full force and effect from the commencement date of the Agreement until termination thereof.

## **EVIDENCE OF POLICY REQUIRED**

The Contractor shall, when required by the Council, produce all policies for such insurance and receipts for the last premium paid in respect thereof.

## **CONTRACTOR'S FAILURE TO OBTAIN INSURANCE**

In the event of the failure by the Contractor to duly and fully comply at all times with the requirements of this clause relating to insurance, the Council may itself without obligation, effect the insurance herein and will deduct the premiums paid in respect thereof, from any moneys that may be or that become payable to the Contractor or may defer payment upon any Certificate of Account until this said insurance policy and receipt of payments of premiums thereof, are produced by the Contractor in accordance with the requirements of the clause detailed "Evidence of Policy Required".

## **SECURITY BOND**

The Contractor is required to provide for each facility under Agreement, a Security Bond of \$10,000 (ten thousand dollars) in the form of a guarantee from a bank or cash payment, as security to the Council for the due performance and fulfillment of the provisions of the Agreement. The Security Bond or Cash payment shall be delivered/made payable to Council at the same time as delivery to the Council of the duly executed Agreement.

Without limiting the Council's rights under any other provisions in the Agreement granted or to be granted pursuant thereto, in respect of the amount or amounts of all debts and moneys due from the Contractor to the Council under or by virtue of any provision of the Contract or the aforesaid Agreement and all costs, charges, damages and expenses which the Council may have paid or incurred and for which under the Contract or the aforesaid Agreement, the Contractor is liable or in respect of which he is under the Contract or the aforesaid Agreement liable to pay or make reimbursement of to the Council, but has failed to pay or reimburse, the Council may have recourse to the security.

## **REMUNERATION**

The Contractor shall be entitled to remuneration for the Swimming Pool Facility at an agreed rate and be so reflected in the Agreement.

## **CONTRACTOR'S INVOICES**

The Contractor shall submit for approval to the Council, original Tax Invoices or Accounts for Management Fees at the close of each month.

The Council shall pay the Contractor in accordance with the approved Tax Invoice or Account submitted, within thirty (30) days from the month end of date of invoice or account submitted.

## **INVENTORY**

Details of the machinery, equipment, articles and other matters and things which the Council will provide for use by the Contractor will be set out in an Agreement. Those details are to be confirmed at a time determined by Council, with a stock take of the machinery, equipment, articles and other matters and things situated at the relevant facility proposed to be let by the Council to the Contractor, made jointly by a representative of the Council for that purpose and by either the Contractor or, if the Contractor is more than one person or is a Company, a person nominated by the Contractor.

If any dispute or difference shall arise concerning the compilation of the details or the making of the stock take of the aforesaid machinery, equipment, articles and other matters and things or concerning the provisions of this paragraph, the dispute or difference shall be referred to Council for a decision and if the Contractor is not satisfied, shall be referred to the arbitration of a person to be mutually agreed upon.

## **RESPONSIBILITIES AND LIABILITIES UNAFFECTED**

The effecting of Insurance by the Contractor as required by this Tender or any failure to effect such or any other matter or thing provided or arising, shall not in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Contractor under any provisions of the Agreement or at law.

## **INDEMNITIES**

The Contractor shall be solely liable for and shall indemnify and hold harmless the Council, its members, employees, officers, servants and agents against any and all liabilities, losses, damages, claims, suits, actions, expenses or proceedings, of every name or nature whatsoever arising whether: -

- under any Statute or at Common Law in respect of personal injury
- any and all persons employed, whether as employees for the performance of the Agreement and any activity directly or indirectly associated therewith
- any and all persons whatsoever other than those referred to previously
- in respect of any loss or injury or damage to any or all property, whether real, personal or otherwise resulting either directly or indirectly or as a consequence of the performance of the Agreement

## **CONDITIONS**

This Tender shall be interpreted in accordance with the laws of the State of Queensland, Australia, and the parties hereto hereby submit themselves to the jurisdiction of the Courts of that State.

The Contractor hereby expressly agrees that all intellectual property of whatever nature developed by the Contractor for the Council, will be owned entirely by the Council during and after its development and that the Council may exploit such property as it sees fit.

The Contractor undertakes not to accept engagement with any company or organisation during the duration of this Tender, where such engagement would or might conflict with the interests of the Council, except with the prior written express permission of the Council. The Council will be the sole arbitrator of whether any such conflict will or may occur.

**2915\_2021-22\_QTB\_21 REQUEST FOR TENDER DOCUMENTATION  
MANAGEMENT AND OPERATION OF SWIMMING POOL FACILITIES**

The Contractor shall not assign or sub-let any of their rights or duties under the Agreement, without the prior written permission of the Council. Any consent will be considered by Council at its absolute discretion. No reassignment shall be permitted prior to 30 June 2024.

The Contractor shall duly and punctually comply with and observe the requirements of all Statutes for the time being in force and all orders and requirements of the Council and any other relevant Authority and shall not do or omit to do any act or thing whereby the Council may become responsible for the payment of any penalty, damages, compensation or cost, whether incurred under any Statute or at general law.

**UNSATISFACTORY PERFORMANCE**

If:

- a) The Contractor fails or is unable for any reason to carry out the services as required by the Council; or
- b) The services rendered are not deemed by Council to wholly conform to the specifications; or
- c) The Contractor commits any breach of the terms and conditions of the Tender.

Then the Council may at its option do any or all of the following things: -

- a) Acquire the services it may require from any other person or source at such price and cost as it shall deem fit; or
- b) Rescind its Tender with the Contractor by notice in writing in accordance with the relevant Clauses herein.

The Council may deduct from any moneys held by the Council on account of the Contractor or may recover from the Contractor by action at law or otherwise and as a liquidated sum any damage suffered by the Council arising out of such failure, inability or non-conformity or breach.

**PAYMENT SUSPENSION**

In the event that the Contractor fails to carry out the written directions of the Council with regard to any matter within Agreement, Council may suspend payments until the directions have been complied with or until the Contractor has given acceptable reason in writing for non-compliance.

**NOTICE**

Any notice to be served on either of the parties by the other, shall be sent by registered post or by electronic mail and shall be deemed to have been received by the other party within ordinary course of the post or within 24 hours if sent by electronic mail to the correct electronic mail address of the other party.

**DUTIES**

The pricing provided by the Contractor is to include all Customs, Excise, Goods and Services Tax and other duties as well as further ascertainable costs intended to be made on the materials, goods or services.

**SEVERANCE**



If any provision of this Tender is declared by a judicial or other competent Authority to be void, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Council, it may be severed from this Tender and the remaining provisions of this Tender shall remain in full force and effect unless the Council, at the Council's discretion, decides that the effect of such declaration is to defeat the original intention of the parties, in which event the Council shall be entitled to terminate this Tender by the provision of one (1) month's written notice to the Contractor and the provisions of the relevant Clause herein shall apply accordingly.

#### **BANKRUPTCY, VOLUNTARY OR COMPULSORY LIQUIDATION**

If a Contractor becomes bankrupt or enters voluntary or compulsory liquidation, assigns their estate for the benefit of their creditors, the Council retains the right, without vitiating the Tender and without prejudice to any right accrued, to liquidate damages under the Tender and to enter a new Tender with another party. Any expenses incurred from that action will be deducted from moneys due to the Contractor.

#### **DISPUTES**

In the event that a dispute arises as to services, quality, delivery delay, testing, quality standard, payment or any other matter connected with the Agreement, the parties shall make all reasonable efforts to resolve the dispute.

In the event that the dispute cannot be resolved to the satisfaction of all parties, then the matter will be referred to an independent dispute resolution organisation for mediation before having recourse to litigation. The Contractor shall be bound to continue to provide services whilst any matter is in dispute.

#### **VARIATION OF TENDER CONDITIONS**

The conditions of this Tender are not to be altered, waived or deleted without the written consent of the Council's Chief Executive Officer.

#### **DISCLAIMER**

The preceding information has been prepared on the basis of information held at the time of writing. No undertaking is made that any future position will reflect past trends or the estimates provided.

#### **WAIVER**

The failure by either party to enforce at any time or for any period, any one or more of the terms or conditions of this Tender, shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Tender.

## Schedule A - Maintenance Schedule for Swimming Pool Facility

### Contractor's Responsibilities – Maintenance, Servicing & Repairs

	<b>Daily Maintenance</b> (including but not limited to)
1	Dependent upon water restrictions, water lawn areas and shrubs and tidy up lawn areas around the pool/s within the general area. Clean up all rubbish. Hose down concourse and drains.
2	Vacuum pool bottom and skim <u>all</u> leaves etc from pool. Maintain, service and repair pool cleaner.
3	With water containing approved cleaning agents or sodium hypochlorite solution, carefully scrub the walls of the pool above water level to remove the grease layer from any tiled areas.
4	Check the water temperature, air temperature and take a total chlorine, free chlorine and pH test of the swimming pool (3) times daily, desirably at pool opening, 2.00pm and 5:00pm each day, or as required, and enter the results daily in plant control logbook provided. Check chemical balance of pool once per week (included pH calcium hardness and alkalinity). Ensure Water Tester is calibrated at least annually. Supply all water testing consumables including Test Tablets and Test Tubes. External testing costs (including freight), until satisfactory results are obtained if failure upon Council initiated testing.
5	Brush out scum gutters using a nylon bristle brush dipped in strong sodium hypochlorite (1.14 litres of 10% available chlorine added to 4.55 litres of water).
6	Keep a daily record of the number of persons attending pool (showing separate daily totals for adults and children under the age of 13 years) and a monthly total for the above times on forms provided. Note in logbook: (a) Appearance of water; (b) Bathers complaints of sore eyes; (c) Appearance of pool walls; and (d) Any other thing of importance.
7	Inspect daily and maintain resuscitator and other lifesaving apparatus provided, as required in accordance with State Government Acts, Regulations and Council Local Laws.
8	Mop over dressing sheds and toilet floor, seats and benches with a solution of hypochlorite (56 grams to 4.55 litres of water) or approved disinfectants. Keep cleansed and freely flowing to their full capacity all pipe drains, water closets, ablutions by flushing & scrubbing in conjunction with use of soaps, disinfectants and cleaners, on all surfaces subject to fouling.
	<b>Routine Maintenance</b> (including but not limited to)
9	Mow the lawn regularly and sweep all leaves and grass clippings & remove from the pool area. Trim & attend shrubs if necessary. Supply all garden maintenance equipment & fuels.
10	Keep the entrance and kiosk in a clean and tidy condition.
11	Secure and lock all entrance gates, grilles, windows, doors etc., during non-admission hours.
12	Plant and chemical rooms shall not be used for storage of other than plant and chemical accessories and shall be kept locked against entry by unauthorised persons.
13	Maintain resuscitator and other lifesaving apparatus provided, as required in accordance with State Government Acts, Regulations and Council Local Laws. Resuscitator to be checked at the beginning of each season and inspected and tested each week.
14	Maintain walls, floor and ceiling of the kiosk, all fittings and equipment in a clean condition to the satisfaction of Council.

## Schedule A con't

	<b>Monthly Maintenance</b> (including but not limited to)
15	At the Contractors sole cost - conduct inspection, repair and maintenance including filter replacement.
16	Maintain and operate sports lighting (excluding lighting towers) for a period of thirty minutes each calendar month.
17	Inspect and maintain all first aid and safety and fire devices, including but not limited to, electrical safety switches, fire extinguishers etc.
	<b>Servicing, Repairs and General Operations</b> (including but not limited to)
18	Sewerage/Septic & Water drains – All at the Contractor's sole cost: except for blockages caused by structural defects, subsidence or the invasion of tree roots.
19	Light & Power systems – All repairs at the Contractor's sole cost including bulbs replacement.
20	Landscaping – All at the Contractor's sole cost: except for work requiring a qualified Arborist
21	Order and maintain sufficient supplies of pool chemicals. Council to pay for chemicals and associated freight.
22	Fire Equipment - Extinguishers, Hose Reels, Blankets – Maintenance, inspections and replacement as per industry standards.
23	Supply, inspect and maintain all safety, rescue and First Aid equipment to the Royal Life Saving Society of Australia <i>Guidelines for Safe Pool Operation</i> .
24	Vandalism – clean, repair, replace.
25	Advertising costs.
26	Fixtures and Fittings - including, but not limited to floor coverings, cupboards, screens and partitions, windows and glass, pipe work, valves, tap fittings, washers, seals, cisterns and pedestals, non-key operated doors and locks, gates, playground equipment, public address systems, seating, pavers, fences, oxy viva resuscitator, and pool suction cleaner (inclusive of fittings).
27	All other testing, maintenance and repair to plant, buildings and equipment including portable electrical equipment. Testing of RCD's and Emergency Lights to Workplace, Health and Safety regulations.
28	Maintenance and repair to all internal and external lighting.
29	Maintenance and repair to all wiring, switchboards, metering devices and switches, pumps, heaters and solar systems.
30	Repairs and maintenance to all other systems and plant, not specifically mentioned anywhere in this document.
31	Supply all consumables including toilet paper, hand sanitizer and cleaning products.
32	Daily and routine maintenance to standards set by the Royal Life Saving Society of Australia <i>Guidelines for Safe Pool Operation</i> .

## Schedule B - Tender Response Form

Tender no 2915\_2021-22\_QTB\_21

### Management and Operation of Swimming Pool Facilities

Content in this form which is shaded and headings are NOT to be altered in any way.

If the format of any section of this form is unsuitable, or if there is insufficient space in any section of this form, include an attachment with the necessary responses and complete the relevant section of this form as "See Attachment". Any such attachment MUST repeat the relevant heading and question from this form.

#### 1. RESPONDENT DETAILS

<b>Name of RESPONDENT</b> <ul style="list-style-type: none"> <li>• If RESPONDENT is a company – specify the full company name.</li> <li>• If RESPONDENT is a trust – specify the names of each trustee of the trust.</li> <li>• If RESPONDENT is an individual or partnership, specify the full name of each individual or partner.</li> <li>• If RESPONDENT trades under a business name, specify the registered business name.</li> <li>• If RESPONDENT is an Incorporated Association, specify the registered name of the Incorporated Association.</li> </ul>				
<b>Is the RESPONDENT a company or does it trade under a registered business name?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>			
	If Yes, specify the State or Territory in which the company or business name is registered:			
	ACN		ABN	
<b>Is the RESPONDENT an Incorporated Association?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>			
	If Yes, specify the IA number and attach a copy of IA certificate:			
	IA			
<b>RESPONDENT's postal address(es)</b>				
<b>RESPONDENT's street address(es)</b>				
<b>RESPONDENT's phone number(s)</b>				
<b>RESPONDENT's Internet Web address</b>				
<b>RESPONDENT's contact person</b> <ul style="list-style-type: none"> <li>• For enquiries during the Tender process.</li> </ul>	Name:			
	Direct phone:			
	Direct fax:			
	Email:			

**2. PRICING**

Facility	Tendered Amount per Annum (\$ GST Inclusive)	GST Registered – Yes or No
Facility "A" - Biggenden *		
Facility "B" - Eidsvold *		
Facility "C" - Gayndah *		
Facility "D" - Monto *		
Facility "E" - Mundubbera *		
<b>TOTAL AMOUNT TENDERED</b>		

*\* Tender amount per annum in Australian dollars inclusive of Goods and Services Tax. If not tendering for an individual facility, please leave the Tendered Amount for that facility blank.*

**3. PREVIOUS EXPERIENCE**

Provide brief details of similar work to the proposal.

**4. CUSTOMER SERVICE & COMMUNITY RELATIONS EXPERIENCE**

Provide brief details of customer service & community relations experience.

**5. STAFF QUALIFICATIONS & EXPERIENCE**

Staff Name	Qualifications	Experience

**6. REFEREES (Two Character & Two Business)**

<b>Details of RESPONDENT's Referees</b>	<b>Business Name:</b>	
	<b>Business Location:</b>	
	<b>Business Contact Name:</b>	
	<b>Direct Phone:</b>	
	<b>Business Name:</b>	
	<b>Business Location:</b>	
	<b>Business Contact Name:</b>	
	<b>Direct Phone:</b>	
	<b>Name:</b>	
	<b>Relationship:</b>	
	<b>Direct Phone:</b>	
	<b>Name:</b>	
	<b>Relationship:</b>	
	<b>Direct Phone:</b>	

**7. INSURANCE (if currently available)**

<b>Details of RESPONDENT's public liability insurance</b>	<b>Insurer:</b>	
	<b>Policy number:</b>	
	<b>Sum insured:</b>	
	<b>Current to:</b>	
<b>PLEASE ATTACH A COPY OF THE CURRENT INSURANCE CERTIFICATE FOR INSURANCE MENTIONED ABOVE.</b>		

Please attach certificates of currency with the Tender (if available).

**8. COMPULSORY SITE INSEPTIONS**

<b>Did the RESPONDENT personally attended the Compulsory Site Inspection for the facility being Tendered for ?</b>	<b>Yes or No</b>	
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**9. CONFLICTS OF INTEREST AND MATERIAL INTERESTS**

<b>Does a Conflict of Interest exist?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>If Yes, give details:</b>
<b>Does a material interest exist, or the risk of a material interest exists, between the RESPONDENT and any Councillor or Officer of Council in relation to the Tender Process?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>If Yes, give details:</b>

**10. COLLECTION OF PERSONAL INFORMATION IMPORTANT NOTICE - PRIVACY STATEMENT**

<b>9.1</b>	North Burnett Regional Council is collecting your personal information in accordance with the <i>Local Government Act 2009</i> (the Act) and the <i>Local Government Regulation 2012</i> (the Regulation) for the purpose of evaluating your submission and administering any subsequent contract. The information will only be accessed by North Burnett Regional Council for Council business related activities only. Some of your personal information may be disclosed to your referees in order to perform the above functions. Further, under the Regulation, Council is required to publish the relevant details of any contract worth \$200,000 or more on its website. Your information will not be given to any other person or agency unless you have given us permission or we are required by law. Your personal information is handled in accordance with the Information Privacy Act 2009.
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**11. SIGNING**

**I/We hereby submit my/our proposal for the management and operation of the above swimming facility/s in accordance with the lodging requirements as outlined in the Tender Document; and agree not to attempt to vary any tendered amount for a period of not less than ninety days. It is further agreed, that the on the basis of the original Tender documentation and the RESPONDENTs Tender submitted herein; that any successful Respondent shall enter into a *Formal Instrument of Agreement* to bind the parties.**

<b>11.1</b>	<b>Is the RESPONDENT an individual (i.e. sole trader)?</b> • If Yes – complete signing clause below. If No – proceed to 10.2.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Signature of RESPONDENT:</b>	
	<b>Print full name of RESPONDENT:</b>	
	<b>Insert date of signing:</b>	
	<b>Signature of Witness:</b>	
	<b>Print full name of Witness:</b>	
	<b>Insert date of signing:</b>	



**2915\_2021-22\_QTB\_21 REQUEST FOR TENDER DOCUMENTATION  
MANAGEMENT AND OPERATION OF SWIMMING POOL FACILITIES**

<b>11.2</b>	<b>Is the RESPONDENT a partnership?</b> • <i>If Yes – complete signing clause below. If No – proceed to 10.3.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Signature of each partner in the partnership:</b>	
	<b>Print full name of each person signing above:</b>	
	<b>Insert date of signing:</b>	
	<b>Signature of Witness:</b>	
	<b>Print full name of Witness:</b>	
	<b>Insert date of signing:</b>	

<b>11.3</b>	<b>Is the RESPONDENT a company?</b> • <i>If Yes – complete question and signing clause below.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>How many Directors does the RESPONDENT have:</b> • <i>If the RESPONDENT has only one director, that person must sign below.</i> • <i>If the RESPONDENT has 2 or more directors, at least two directors must sign below.</i>	One <input type="checkbox"/> 2 or more <input type="checkbox"/>
	<b>Signature of Director required to sign:</b>	
	<b>Print full name of each Director signing above:</b>	
	<b>Insert date of signing:</b>	
	<b>Signature of Witness:</b>	
	<b>Print full name of Witness:</b>	
		<b>Insert date of signing:</b>

## Schedule C – Inventory of plant and equipment

BIGGENDEN	-	To Be Advised
EIDSVOLD	-	To Be Advised
GAYNDAH	-	To Be Advised
MONTO	-	To Be Advised
MUNDUBBERA	-	To Be Advised

An Inventory of plant and equipment for each Swimming Pool Facility shall be made available by Council by no later than noon 28 March 2022 at **[northburnett.qld.gov.au/tenders](http://northburnett.qld.gov.au/tenders)** and shall form an Annexure to replace Schedule C within the Tender documentation contained herein.