



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

REQUEST FOR TENDER SP1/2024

Management of the
Charleville Swimming Pool

REQUEST FOR TENDER

SP1/2024

Request For Tender (RFT):	MANAGEMENT OF THE CHARLEVILLE SWIMMING POOL
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Tender Deadline:	4.00pm on 4 th June 2024.
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Address for Postal Delivery:	Richard Ranson Director of Community & Health Services Murweh Shire Council PO Box 63 CHARLEVILLE QLD 4470
Address for Hand Delivery	or Richard Ranson Director of Environmental & Health Services Murweh Shire Council 95-101 Alfred Street CHARLEVILLE QLD 4470
Email address	or richard_ranson@murweh.qld.gov.au ELECTRONIC MAIL AND MAILED TENDERS WILL BE ACCEPTED. FACSIMILE TENDERS WILL NOT BE ACCEPTED.

RFT Number:	SP1/2024
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INVITATION

Murweh Shire Council (the Council) invites tenders from appropriately qualified persons for the management of the Charleville Swimming Pool. The Swimming Pool Complex consists of a 50 metre pool, Children's paddle pool, amenities blocks and a kiosk. The Council will negotiate development and operation arrangements with the successful Tenderer.

The Management Agreement for this Facility will be for a three (3) year fixed term. The Council reserves the right in its sole discretion to offer two (2) additional one (1) year extension options to the successful tenderer.

Tenders will be assessed on the basis of the management fee sought and the benefits offered to the community by each tenderer.

Council reserves the right to assist the successful tenderer to obtain the relevant qualifications required to manage the facility.

For further information regarding this tender, please contact Council's Director of Community & Health Services, Mr Richard Ranson on (07) 4656 8355 or richard_ranson@murweh.qld.gov.au, or refer to the Council's website www.murweh.qld.gov.au for the Tender Documentation.

Tenders close at 4.00pm on 4th June 2024

Tenders are to be lodged, either by hand to 95-101 Alfred Street, Charleville Qld 4470 or by post addressed to Murweh Shire Council, PO Box 63, Charleville Qld 4470. Envelopes must be marked "Tender SP1/2024 – Management of the Charleville Swimming Pool" They may also be emailed to richard_ranson@murweh.qld.gov.au with the subject line of "Tender SP1/2024 –Management of the Charleville Swimming Pool".

Incorrectly addressed tenders will not be accepted.

Canvassing of any Murweh Shire Council staff or Councillors will disqualify tenderers from the tender process.

The Council reserves the right not to accept any tender.

Bruce Scott OAM
Chief Executive Officer
Murweh Shire Council
PO Box 63
95-101 Alfred Street
CHARLEVILLE QLD 4470

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

1. COUNCIL’S REQUEST

1.1. Contract Requirements in Brief

Management of the Charleville Swimming Pool (the Facility).

1.2. Tender Documents

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Council’s Request (read and keep this part);
- (b) Part 2 – Specifications and Special Conditions (read and keep this part);
- (c) Part 3 – Draft Management Agreement (read and keep this part); and
- (d) Part 4 – 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:

Term	Meaning
Attachments	The documents you attach as part of your tender
Council	Murweh Shire Council
Deadline	The deadline for the lodgement of your tender
Conditions of Tender	The requirement in the Council’s request and in the specifications and special conditions of tender
Management Agreement	The draft management agreement in Part 3
Offer	Your offer to be selected to supply the requirements
Requirements	Management of the Charleville Swimming Pool
Selection Criteria	The criteria used by the Council in evaluating the tender
Specifications	The statement of requirements that the council request you to provide if selected
Tender	Your completed tenderer’s offer form in response to the selection criteria and your attachments
Tenderer	Someone who has submitted or intends to submit an offer to council

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

1.4. How to Prepare Your Tender

- (a) Carefully read all parts of this document.
- (b) Ensure you understand these Conditions of Tender.
- (c) Ensure you read the draft Management Agreement (Part 3).
- (d) Complete the Tenderer’s Offer (Part 4) in all respects and attach your Attachments.
- (e) Make sure you have signed the Tenderer’s Offer and responded to all of the Selection Criteria.
- (f) Lodge your Tender before the Deadline. This tender closes at 4.00pm 4th June 2024.

Tenders may be sent by mail to Murweh Shire Council, PO Box 63, Charleville Qld 4470, delivered in person to 95-101 Alfred Street, Charleville Qld 4470 or emailed to Richard_ranson@murweh.qld.gov.au before this deadline. Envelopes must be marked “Tender SP1/2024 – Management of the Charleville Swimming Pool”. Emails must have the subject of “Tender SP1/2024 – Management of the Charleville Swimming Pool”. Tenders that do not meet this requirement will be disqualified from the tender process.

1.5. Contact Persons

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

Management Agreement and Specifications Enquiries

Name: Mr Richard Ranson
Director of Community & Health Services
Telephone: (07) 4656 8355
Email: richard_ranson@murweh.qld.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 including the management fee tendered.

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

- (c) The most suitable Tenderers may be short-listed and may be required to clarify their Tender and demonstrate their ability to perform the Management Agreement being offered. Referees may also be requested and contacted prior to the selection of the successful Tenderer.

A Management Agreement may then be awarded to the Tenderer, whose Tender is considered the most advantageous tender to the Council.

1.7. Selection Criteria

The tender submission will be assessed having regard to the following criteria:

- conformity with the tender documents;
- the Management Fee sought by the tenderer;
- the Tenderer’s technical, managerial, physical and financial resources;
- the Tenderer’s past experience if any with the management of a similar facility;
- referees and occupational health and safety; and
- other commitments affecting capacity to carry out the Management Agreement. Qualitative Criteria

A	Conformity with the Tender documents.	Weighting 5%
B	The Management Fee sought by the tenderer.	Weighting 40%
C	Technical, managerial, physical and financial resources capable to carry out the Management of the Facility including indicative business plan.	Weighting 25%
D	Previous experience with the Management of similar Facility and Referees.	Weighting 5%
E	Employment benefits offered to the community.	Weighting 15%
F	Overall economic benefits offered to the community	Weighting 10%
	TOTAL	100%

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

Rating Scale

Score	Description of Score
0	Inadequate or non-appropriate offer, many deficiencies, does not meet criteria
2	Poor offer, some deficiencies, only partially meets criteria
4	Marginal offer, few deficiencies, almost meet criteria
6	Acceptable offer, no deficiencies, meets all criteria
8	Good offer, exceeds criteria
10	Excellent offer, greatly exceeds criteria

The selection of an offer representing the best outcome satisfying the requirements of the Council, shall be a prime consideration, including, but not limited to, the following:

1. The quality, comprehensiveness and integration of the Tenderer’s Offer in this Council Request for Tender;
2. A response by tenderer in conformity with this Request;
3. A Tenderer’s financial and management resources and appropriate experience to operate the Facility for the period of the Management Agreement; and
4. A Tenderer’s preparedness to comply with the proposed Management Agreement.

1.8. Sound Contracting Principles

In the assessment of each tender submission the Council will also take into account the sound contracting principles in Section 104(3) of the Local Government Act 2009 namely:-

- (a) value for money; and
- (b) open and effective competition; and

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

- (c) the development of competitive local business and industry; and
- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

1.9. Management Fee Basis

The Management Fee shall be calculated and paid monthly to the successful Tenderer for the term of the Management Agreement.

The tendered Management Fee prices must include Goods and Services Tax (GST).

The successful Tenderer will invoice the Council for the Management services each month for the term of the Management Agreement.

1.10. Conditions of Tendering

1.10.1. Delivery Method

Tenders marked Tender SP1/2024 Management of the Charleville Swimming Pool may be:

- (a) delivered by hand to 95-101 Alfred Street, Charleville, Qld 4470 (by the Tenderer or the Tenderer’s private agent);
- (b) sent through the mail to the Director of Community & Health Services, Murweh Shire Council, PO Box 63, Charleville Qld 4470; or
- (c) sent by email to richard_ranson@murweh.qld.gov.au

Tenders submitted by facsimile will not be accepted.

Envelopes must be marked “Tender SP1/2024 – Management of the Charleville Swimming Pool”. Emails must have the subject of “Tender SP1/2024 – Management of the Charleville Swimming Pool”. Tenders that do not meet this requirement will be disqualified from the tender process.

1.10.2. Lodgement of Tenders

The Tender must be lodged by the Deadline. The Deadline for this Request is 4.00pm on 4th June 2024.

Unless being emailed, the Tender must be placed in a sealed envelope, clearly endorsed with the tender number and titled as shown on the front cover of this Request.

Tenderers must ensure that they have provided one signed copy of their Tender. Any brochures or pamphlets should be attached to the copy.

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

1.10.3. 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. A Tender may also be rejected without consideration if it is submitted unsigned or if it fails to comply with any other requirements of the Request.

1.10.4. Late Tenders

Tenders received after the Deadline will not be accepted for evaluation except in exceptional circumstances as determined by the Council.

1.10.5. Acceptance of Tenders

The Council is not bound to accept any Tender and may reject any or all Tenders submitted.

1.10.6. Tender Validity Period

All Tenders shall remain valid and open for acceptance for a minimum period of two (2) months from the Deadline or thirty (30) days from the Council’s resolution for determining the Tender whichever is the earlier unless extended on mutual agreement between the Council and the Tenderer in writing.

1.10.7. General Conditions

Tenders shall be deemed to have been made on the basis of and to incorporate the Management Agreement.

1.10.8. 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 Management Agreement, the Terms and Conditions appearing in the Management Agreement shall have precedence.

1.10.9. Tenderers to Inform Themselves

Tenderers shall be deemed to have:

- (a) inspected the Facility;
- (b) examined the Invitation to Tender and any other information available in writing to Tenderers for the purpose of Tendering;
- (c) 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 enquiries;

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

- (d) satisfied themselves as to the correctness and sufficiency of their Tenders; and
- (e) acknowledged that the Council may enter into negotiations with chosen Tenderers. Negotiations shall be carried out in good faith.

1.10.10. Alterations

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

The Council may later invite all Tenderers to change their tender to take account of a change in this Request.

1.10.11. 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 Council and will not be returned to the Tenderer at the conclusion of the Tender process.

1.10.12. Canvassing of Councillors

If a Tenderer, whether personally or by an agent, canvasses any of the Council’s councillors 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 the Tender, the Council may at its discretion omit the Tender from consideration.

1.10.13. Identity of the Tenderer

The identity of the Tenderer and the Charleville Swimming Pool Manager is fundamental to the Council. The Tenderer shall be the person, persons or corporation named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender and execution of the Management Agreement, the Tenderer shall become the Facility Manager.

1.10.14. Tender Opening

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

All Tenders will be opened in the Council chambers. No discussion will be entered into between Tenderers and the Council officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at 4.00pm on 4th June 2024 at Murweh Shire Council, 95-101 Alfred Street, Charleville, Queensland.

PART 1 – COUNCIL’S REQUEST – READ AND KEEP THIS PART

1.10.15. Best and Final Negotiations

Council reserves the right to conduct best and final negotiations with any Tenderers with a view of securing a tender outcome most favourable to the Council's interests.

PART 2 – SPECIFICATION & SPECIAL CONDITIONS – READ AND KEEP THIS PART

2. SPECIFICATIONS & SPECIAL CONDITIONS OF THE MANAGEMENT AGREEMENT

2.1. Specifications

Unless otherwise expressly stated, the Facility shall be operated generally in accordance with the terms and conditions as determined by the Council, the Council's Local Laws and all statutory requirements arising under any written law whether State or Federal.

2.2. Scope of Work

Facility Management Requirements:

Duties: Facility Operator

- Ensure that the Facility is maintained and operated in accordance with the Management Agreement at all times.
- Make welcome all patrons.
- Ensure Facility services are of the highest standard and quality.

Special Notes

- (a) Unless specified otherwise in writing, the Council plant and equipment are for use for Council business only.
- (b) Approval shall be sought from the Director of Community & Health Services before making any purchases costing more than \$1,000.00 for the Facility.
- (c) When making authorised purchases by Purchase Order, the duplicate together with any invoice or delivery slip is to be forwarded to the Director of Community & Health Services no later than one week from date of purchase.
- (d) Tradespersons, (electricians, plumbers, etc.) are to be used for work or repairs only with the prior approval of the Director of Community & Health Services.
- (e) The Manager is required to maintain full insurance including Public Liability and Workers Compensation for the full term of the Management Agreement.

PART 2 – SPECIFICATION & SPECIAL CONDITIONS – READ AND KEEP THIS PART

Selection Criteria

All tenderers are required to submit a statement outlining their relevant skills and experience by addressing the following selection criteria.

Essential:

- Sound understanding of basic accounting practices and financial reporting requirements
- Previous and demonstrated appropriate experience in a similar role
- Proven ability to work long hours
- Demonstrated ability to operate and maintain a personal computer and experience with small business accounting software
- A friendly and courteous manner mindful of the public relations aspect of the position
- Practical household/handyman maintenance experience
- First Aid Training

- Rescue and resuscitation training to bronze medallion standard of the Royal Lifesaving Society Australia
- Current Swimming Pool Lifeguard Certificate
- Current Police Clearance
- Current Working With Children Clearance

Council reserves the right to assist the successful tenderer to obtain relevant qualifications and for this to be a condition of engagement as Manager.

Desirable:

- Demonstrated ability in development and promotion of facilities
- Have had Management responsibilities for a similar facility or other appropriate roles or experience.

Workplace Health and Safety Requirements

The successful Tenderer will be responsible for supplying all safety equipment and personal protection clothing.

Directions from the Council

The successful Tenderer must comply, as soon as practicable, with any written direction given by the Director of Community & Health Services concerning the management of the Facility.

Murweh Shire Council



MANAGEMENT & OPERATION
OF THE

CHARLEVILLE SWIMMING POOL

CONTRACT NO SP1/2024

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

1.0 GENERAL CONDITIONS

1.01 SCOPE OF CONTRACT

The work of this contract involves the management, control, and operation of the Charleville Swimming Pool for the specified periods from 1st July 2024 to 30th June 2027 in accordance with the requirements of this specification. A provision exists to extend this contract by another two terms if agreed to by both parties.

The Contractor shall provide all labour, plant, equipment and materials required to execute this contract, except as otherwise provided in this specification, in accordance with current standards, legal requirements and standard operating procedures.

1.02 DEFINITIONS

Throughout the contract documentation the following terms shall have the respective meanings hereby assigned:

Term	Meaning
Authorised, Approved	Authorised or approved by Council's Director of Environmental & Health Services
Commencement date	1 st July 2024
Director of Environmental and Health Services	The person appointed to that position by the CEO of the Murweh Shire Council
Contractor	The person, partnership or company bound to execute the work under the contract
Council	The Murweh Shire Council as established under Chapter 2, Part 1 of the Local Government Act
CEO	The person appointed under Section 194 of the Local Government Act to the position of Chief Executive Officer of the Murweh Shire Council
Maintenance period	The period of 28 days immediately prior to the commencement of each season and the period of 7 days immediately after the end of each season

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Month	A calendar month
Season	The time between 1 st September and 14 th May of the following calendar year
Swimming centre	All of the facility situated at Warrego Street, Charleville, known as the Charleville Swimming Pool including all structures, equipment, landscaping and grounds
Term	The inclusive period 1 st July 2024 – 30 th June 2027

1.03 NATURE OF CONTRACT

The Contractor shall undertake and complete all work required by the contract documents. The contract shall be a lump sum contract for the entire work and payments shall be made, and adjustments calculated in accordance with the specified details.

The contract price is deemed to include allowances for all specified work as well as for any associated and necessary ancillary work required to completely provide effective and efficient management and operation of the swimming pool.

The Contractor shall provide all labour, plant, materials and equipment required to execute this contract in accordance with current industry standards and legal requirements.

The Contractor shall not undertake any business activity at the swimming centre which is not related to or incidental to the operation of the swimming centre.

1.04 CONTRACT PERIOD

This contract requires the provision of the specified service for a period of one term initially (see clause 1.02 'term').

This contract may be extended for an additional two terms (1st July 2027 to 30th June 2028 and 1st July 2028 to 30th June 2029) under the same terms and conditions including an annual price adjustment, subject to the mutual agreement of the Council and the Contractor. Such agreement shall be confirmed in writing by both parties by 31st March 2027 and 31st March 2028 respectively, or Council may invite tenders for a new contract to provide the service. Upon completion or termination of this contract the Contractor shall return all keys associated with the swimming centre to the Council.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

1.05 CONTRACTOR

The Contractor will be engaged as an independent contractor. Nothing in the agreement shall be construed to constitute a master and servant relationship between the Council and the Contractor at common law, or for the purpose of any statute, regulation or bylaw.

The Contractor shall comply with this specification in the provision of the service and shall be subject to the reasonable directions of Council's Director Community & Health Services, but in all other respects shall be free to determine the manner in which such service is to be performed.

1.06 SECURITY

Security is to be provided by the Contractor to the Council to ensure the due and proper performance of the Contractor's obligation under the contract. Within twenty-eight (28) days of the date of the Letter of Acceptance the Contractor shall deliver to the Council an irrevocable and unconditional bank guarantee payable to the Council for the sum of \$1000. The Contractor shall pay all charges and fees associated with the provision of such bank guarantee.

If the Contractor fails to carry out or complete any of its obligations under the contract within the time period specified in a written notice from the Council, then the Council shall have recourse to the security for the purpose of carrying out or completing the work of the contract. Recourse to the security by Council shall not reduce Council's rights to claim damages from the Contractor for failure to comply with the contract.

The Council shall cancel the bank guarantee lodged as security within twenty-eight days of the completion of the Contractor of all obligations under the contract.

1.07 EVIDENCE OF CONTRACT

The contract shall be evidenced by the following:

- the tender documents prepared by Council
- the tender submitted by the Contractor
- any correspondence between the Council and the Contractor to clarify or vary the tender
- the letter of acceptance from Council to the Contractor
- any written variation of the contract under Clause 1.23

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

1.08 NOTICES

All notices given, or required to be given under this contract, must be signed by the party giving the notice and must be delivered to the other party by personal delivery, posting to the address of the recipient given in the documents, or dispatch by facsimile to the office of the recipient.

1.09 SUB-CONTRACTING

The Contractor shall not assign or sub-contract any part or the whole of its rights and obligations under this contract without the prior written consent of the Council. The Council's consent may not be unreasonably withheld. Any consent may be given subject to terms and conditions considered appropriate by Council at its absolute discretion.

Any application by the Contractor for approval to assign or sub-contract any part of the contract, or the whole contract, shall be accompanied by detailed information. Council may request any further information reasonably required to assess such application. Council may refuse such application if the Contractor fails to supply any information or if the information supplied is not sufficiently detailed.

Any approval to assign or sub-contract any part or all of the contract shall not relieve the Contractor of any liability under this contract or in law unless specifically agreed in writing by the Council and the Contractor.

1.10 FEES AND CHARGES

The Contractor shall pay all fees, charges and costs incurred as a result of the execution of the works of this contract.

1.11 STATUTORY REQUIREMENTS

The law applicable in the State of Queensland shall be the law governing this contract. The Contractor shall comply with, and ensure that its employees or agents comply with all Acts, Regulations and By-Laws applicable to the execution of the works under this contract. The Contractor shall comply with all relevant federal and state awards in respect of its employees including any enterprise agreements and must ensure that any sub-contractors also comply.

1.12 PROTECTION OF PEOPLE AND PROPERTY

In the execution of the work of the contract the Contractor shall take all measures necessary to protect people and property from harm or damage. The Contractor

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

shall not allow any noisy or offensive activities on the site which may constitute a nuisance.

1.13 INDEMNITY

The Contractor shall indemnify and keep indemnified the Council and its employees and agents, against all actions, claims, loss or damage arising out of or as a consequence of the execution of work under the contract or as a result of any act or omission by the Contractor. This indemnity shall apply to loss of or damage to property as well as claims in respect of personal injury or death.

1.14 INSURANCES

The Contractor shall take out Public Risk Insurance in the sum of Ten Million Dollars (\$10,000,000) to cover the contractor's liability and any liability of the council in respect of the injury or death or loss of property of any person upon the premises or in connection therewith during the term of the contract.

The Contractor shall produce written evidence to the Council prior to commencing the work of the Contract that the required insurance has been effected. All insurances shall be maintained for the duration of the contract and the cost of such insurances shall be met by the Contractor.

The Contractor shall provide a Certificate of Currency for all policies to the Council.

1.15 REPRESENTATIVES

The Contractor shall appoint a competent person to manage the pool complex and shall advise the Council of the name of that person and the telephone number where that person can be contacted outside of working hours each day that the service is provided. The Council's representative for the administration of the contract shall be the Director of Community & Health Services, or his agent.

1.16 QUALITY MANAGEMENT

The Contractor shall investigate all complaints within four hours of receipt of the complaint and shall rectify breaches of the contract requirements within twenty-four hours or such other period as is notified by the Council.

The Council may monitor the work of the Contractor at any time to evaluate performance and the Contractor shall provide all information and assistance reasonably required by Council to verify compliance with the contract requirements.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

The Contractor shall maintain records of all complaints received in relation to the work under the contract and shall report monthly to the Council on the number and type of complaints received and the action taken to resolve each complaint.

1.17 EMPLOYEES

The Contractor shall engage a minimum of two competent and suitably experienced and qualified employees to be on duty during normal operating times. The Contractor shall be responsible for the safety of its employees and the public. All employees shall be neatly presented and shall conduct themselves in a civil manner at all times. The presentation of a professional, courteous, and responsible image to the public is a necessary part of the contract. All employees shall be made fully aware of the requirements and conditions of the contract and are to receive training relevant to their areas of responsibility. Refer to section 2.2 of this document for further details of required qualifications of pool attendants.

No person employed by the Contractor shall, in carrying out this contract, ask for, seek, demand or accept any personal fee, money or gratuity in respect of the work or services performed under this contract.

1.18 OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall comply with all policies and procedures of the Council with respect to occupational health and safety and shall at all times ensure that safe systems of work are employed and that all employees have a safe working environment. The Contractor's attention is drawn to its obligations under the Workplace, Health and Safety Act. Employees must at all times wear appropriate safety equipment and shall receive adequate training in safety matters related to the work under this contract. The Contractor shall ensure that safety is a prime consideration in executing the work under the contract.

1.19 BREACH OF CONTRACT

If the Contractor, in the opinion of the Director Community & Health Services, commits a breach of this contract or fails or neglects to observe or to perform all or any of the provisions of the contract, the Director of Community & Health Services may, by notice in writing, require the Contractor to comply with the specified contract provisions with seven days. A notice under this clause shall contain particulars of the matters which are unsatisfactory or non-complying and shall specify action to be taken to comply with the contract.

If satisfactory compliance is not achieved within that period the Council may, at its absolute discretion, terminate the contract by notification in writing to the Contractor.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

The termination shall be without prejudice to any right that may have accrued to the Council or the Contractor under this contract or at common law. Upon such termination of the contract all money due to the Contractor, or money that may become due, and the contract security shall be forfeited to the Council as liquidated damages for breach of contract.

Where a breach of this contract has occurred the Council may engage other parties to complete the work of this contract and the Contractor shall be liable to Council for the difference between the cost of completion of the work under this contract and the cost of completion of the contract by the other party, in addition to the liquidated damages specified above.

If the contractor fails to have the pool open during normal opening hours (refer section 2.4) then a penalty clause of \$50.00 per hour or part thereafter is applicable.

1.20 PAYMENTS

Payment for the work of this contract will be made on a monthly basis within 14 days of the end of each calendar month. Each payment shall be calculated on a pro-rata basis for the number of days in the payment period.

All profits from the operation of the kiosk shall be retained by the Contractor.

The Contractor shall also be entitled to all entrance fees paid by users of the facility.

Before any payment is made in respect of any period the Contractor shall have completed all requirements of the contract for that period.

1.21 ANNUAL PRICE ADJUSTMENT

Refer to Clause 1.04

1.22 DISPUTE RESOLUTION

If a dispute arises between the Council and the Contractor with respect to anything connected with the contract then either party shall give a written notice of dispute to the other party adequately identifying and detailing the matter in dispute. As far as is reasonably possible the work under the contract shall continue notwithstanding the existence of a dispute.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Within fourteen days of the receipt of a notice of a dispute, representatives of both parties shall meet in an attempt to resolve the dispute. Each party shall be represented by a person having authority to negotiate and agree on a resolution to the matter under dispute.

If the dispute is not resolved or an alternative dispute resolution process is not agreed by the parties within 28 days of the receipt of the notice of dispute, then either party may refer the matter to arbitration for resolution. Any arbitration must be conducted under the requirements of the Commercial Arbitration Act, 1986.

1.23 VARIATION OF CONTRACT

The contract may be varied in writing during its term by mutual consent of the Council and the Contractor. If any altered or new legislation or regulation significantly impacts on the provision of the service of this contract, and the parties are unable to agree on the terms of any alteration in the terms of the contract, the matter shall be a dispute under Clause 1.22.

1.24 ACCESS BY COUNCIL

The Council and its employees and agents shall have unrestricted access to the swimming centre at all times for any purpose, including to inspect the premises, carry out maintenance work, test the quality of the water, or to undertake improvements.

2.0 OPERATIONAL DETAILS

2.1 SITE DETAILS

The Charleville Swimming Pool is situated at Warrego Street, Charleville. The complex includes a kiosk / utilities building, change rooms, main pool, paddling pool, plant room and associated fittings, equipment and landscaping. The area to be managed by the Contractor is bounded by and includes the kiosk/ utilities building, change rooms, plant room and security fence.

2.2 STAFFING

Throughout the term of the contract the Contractor or his nominated and appropriately qualified representative shall attend the pool in person each day of the contract term. The person in charge of the pool shall be a minimum of 18 years of age.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Whenever the pool is in use, and for everyday of the season, the Contractor shall ensure that adequate staff are in attendance to attend the entry and kiosk, to patrol the site, and to supervise and control the safe use of the facilities. At all times during public opening hours on every day of the season there shall be at least two people available for duty. One of these people shall be a lifeguard qualified to the RLSSA pool lifeguard standard and be capable of supervising the water. The second person qualified to a minimum of First Aid, CPR and RLSSA Bronze Medallion shall be easily contactable in an emergency. Whenever there are more than 100 people in the pool and at other times as considered necessary by the manager, a lifeguard shall be stationed at the deep end of the main pool to supervise usage.

The Contractor shall pay for all the costs of hiring and employing all attendants, casual staff and pool managers required for the day to day operation of the swimming centre during the season and the maintenance period but shall not be required to pay for the costs of any specialized labour for maintenance during the maintenance period. All lifeguards shall wear distinctive clothing to allow easy identification. Lifeguards shall carry required protective equipment and a signalling device (e.g. whistle, mask, gloves, etc.).

Whenever the pool is hired on an hourly basis the Contractor shall provide adequate suitably qualified staff to supervise the usage. The pool shall not be hired to anyone under the age of 18 years.

The Contractor is responsible for the implementation of safe work practices in all areas of operation of the centre. All staff shall be familiar with and shall comply with the Royal Life Saving Society of Australia 'Guidelines for Safe Pool Operation'. The Contractor shall keep a register of staff qualifications and shall keep, at the pool, a copy of any relevant or required certificate of qualification of all employees.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

2.3 LIFEGUARD DUTIES

Lifeguards shall regularly move around the site to ensure that all areas are adequately supervised. Duties shall be rotated and regular breaks shall be taken. Lifeguards shall provide adequate supervision of all users to ensure the safety of the public and shall take action to control inappropriate behaviour and to reduce the risks of injury to users of the complex.

The pools and immediate surrounds must be supervised at all times of usage of the pools to ensure that there is:

- no running
- no pushing
- no diving or jumping into shallow water
- no offensive behaviour
- no unruly or dangerous behaviour
- no breach of the Council by-law
- no harassment of other users
- no alcohol allowed
- no pets allowed in or around grounds
- no smoking
- no glass items allowed inside the pool area
- no use of camera's or mobile phones in change rooms
- children under the age of 10 are to be actively supervised by an appropriate parent or guardian

Employees have the authority to give visitors a warning if their behaviour falls outside the level that is permitted, however repeat offenders should be evicted from the facility.

2.4 OPENING TIMES

The pool shall be open to the public each day of the season except Christmas Day and Boxing Day. Additional opening hours or days can be negotiated subject to the approval of Council.

Monday - Friday 5:30am – 7:30am &
 9:00am – 6:00pm

Saturday & Sunday 10:00am – 5:00pm
Public Holidays 10:00am – 5:00pm

Provided however that there will be closure to the public on a designated Club Night only at 5.00pm and that, with the consent of the Council, the pool may be restricted for use by

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

parties of school children organised by schools in Charleville on school days throughout the swimming season.

It is the responsibility of the contractor to negotiate satisfactory pool hire rates and usage times with the above mentioned schools.

During periods of inclement weather or low patronage, the pool may be closed during normal operating hours only after approval has been sought and given by the Director of Environmental & Health Services of Murweh Shire Council or his agent. Contact details will be confirmed with the Contractor prior to opening.

The Contractor is responsible for opening and closing the centre each day and for securing the centre at the end of each day.

2.5 ENTRY FEES

Fees for entry to the swimming centre shall be set each year by Council, inclusive of GST. The current fees are as follows:

Daily Entry Tickets

Adults	\$4.00
Students up to & including 18 years	\$2.00

Season Tickets

Adults	\$137.00
Family	\$263.00
Children	\$79.00
Eligible Pensioners	\$79.00

Hire Fees

Swimming Clubs or similar (after 5pm) – per hour	\$40.00
Private functions eg. Christmas Parties – per hour	\$63.00
School Swimming Carnivals – per day or part thereof	\$326.00

The Contractor shall ensure that all members of the public pay the appropriate fee prior to entry to the swimming centre and, to facilitate the collection of fees, shall attend the access to the centre at all times during opening times.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

The Contractor shall keep accurate records of all fees paid for each category of fee on a daily basis. Cash shall not be left on the premises outside normal operating hours.

The Contractor shall deliver to Council's Director of Environmental & Health Services on a monthly basis (at the end of each calendar month), details of the total fees collected each day, fees paid for each category of entry each day.

A lane or lanes shall be made available for training purposes at non-peak periods as required by demand.

2.6 KIOSK

The Contractor shall operate a kiosk at the swimming centre during opening hours. The kiosk shall be operated in a business-like manner and shall be well stocked at all times with a range of drinks, snack foods and ice-creams. No food or drink shall be supplied in glass containers. The kiosk shall be kept clean and tidy at all times and shall be operated in a hygienic manner. The kiosk and its operation shall be subject to inspections from Council's Environmental Health Officer to ensure that a high standard of hygiene and correct food handling processes are maintained.

All profits from the operation of the kiosk shall be retained by the Contractor.

2.7 HOURLY HIRE OF POOL

Hiring of the pool is subject to Council approval. Whenever the pool is hired on an hourly basis the Contractor shall provide adequate supervision for the usage. Hirers shall be required to fill out the relevant Hire Agreement form and provide the name, contact details and public liability insurance policy(s) of the hirer. These details shall be recorded and kept at the pool. Hirers shall be made aware of the rules of behaviour for the facility, emergency evacuation procedures, and the lines of authority and action required to be taken in the event of an accident or incident at the pool.

It is the Contractor's responsibility to ensure that usage of the pool is supervised at all times by appropriately qualified personnel and that hirers have the appropriate public liability insurance.

2.8 SITE MANAGEMENT

The site shall be managed in accordance with RLSSA Guidelines for Safe Pool Operation and with 'Guidelines for Health and Safety in Public Places' issued under the Public Health Act.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

The Contractor shall operate the filtration plant, heating equipment, chemical dosing equipment and associated pumps and appliances in a responsible and professional manner at all times to maintain the safety and amenity of the centre. Operation shall minimize the consumption of chemicals and energy. The contractor is to maintain the quality of water so that it has; a free residual chlorine level of between 1.0 and 3.5mg/L, total residual chlorine not exceeding 0.4mg/L above the free residual chlorine level and pH shall be between 7.2 to 8.0. Council may conduct regular bacteriological testing to determine whether water quality is in accordance with Appendix 4 'Guidelines for health and safety in public places'.

The Contractor shall keep the swimming centre in a neat, clean and tidy condition at all times. Litter on the site shall be picked up regularly, and at least once per day and placed into appropriate rubbish bins.

The Contractor shall ensure that the general presentation of the site is to a high standard. The Contractor will mow the grass within the complex (outside normal operating times) and will also empty rubbish bins on a daily basis provided that they are left at the front gate.

The Contractor shall properly clean and disinfect the change rooms, showers, and toilets on a daily basis and shall provide all necessary materials including toilet paper. All amenities shall be kept in a clean, tidy and sanitary condition at all times.

Minor routine maintenance works to maintain the serviceability of the centre shall be undertaken by the Contractor including maintenance of the filtration plant, heating system, chemical dosing equipment and lighting. The Council will pay the cost of materials and specialist labour required to undertake pre-season and end of season maintenance of the swimming centre. Specialist maintenance work on electrical and mechanical equipment shall be paid for by the Council.

The Contractor is to immediately report to the Council any damage to facilities or equipment, or any malfunction of equipment and shall not authorize any maintenance expenditure on Council's behalf.

The Contractor shall be responsible for the cost of any repair work required as a result of negligence on the part of the Contractor or failure to undertake routine maintenance of equipment.

The Contractor shall not damage or remove any equipment.

The Council will supply all water required to fill the pools, to maintain the water level in the pools, and for cleaning, operation and maintenance purposes. Such water shall be provided at no cost to the Contractor provided that he does not unnecessarily waste water.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

The Contractor shall undertake the operational and maintenance tasks outlined in “Schedule of Operating and Maintenance tasks” at the specified frequencies. A log book shall be maintained recording the date and time of all tasks listed. Log sheets shall be completed each day and will be kept at the swimming pool and made available to Council if requested.

2.9 COUNCIL BY-LAWS

N/A

2.10 MAINTENANCE PERIOD

Within five days after the commencement of the maintenance period prior to each season and within two days of the end of each season, the Contractor shall provide a written list to Council of recommended maintenance work.

2.11 INCIDENT REPORTS

The Contractor shall provide a detailed written report to Council of every incident or event occurring at the swimming centre which involves injury to a member of the public or damage to the centre. Such reports shall be submitted within 48 hours of the incident and shall fully detail the circumstances of the incident and the action taken by the Contractor. If any emergency service is called to the complex the contractor is to notify the Director of Community & Health Services within 3 hours.

2.12 MONTHLY REPORT

The Contractor shall provide a written monthly report to Council regarding the preceding months' activities. The report shall include details of attendance figures, maintenance undertaken, future maintenance recommended, special events, major incidents, and recommendations for improvements to the centre. The report shall be emailed to the Director of Community & Health Services prior to the 2nd Wednesday of each month.

2.13 ELECTRICITY AND TELEPHONE

The Contractor is to supply a functioning mobile phone which is to remain on site during all pool opening hours. This mobile phone will be the primary source of communication for running of the pool.

The contractor shall pay all costs of phone calls incurred during each term of the contract.

The Contractor is to provide Council with the number of the mobile phone prior to the commencement of this term.

2.14 POOL COVERS

The Contractor shall take all care not to damage the pool covers.

Pool covers shall not be partially removed to allow lap swimming.

2.15 CHEMICALS

The Contractor shall monitor chlorine usage and ensure that dosage is at safe levels. The Contractor shall ensure that sufficient chemicals are available at all times to adequately disinfect the water at the pool. The Contractor shall order and arrange delivery of all chemicals required to maintain the water quality of the pool. The Council shall pay all licence and registration fees with respect to chlorination equipment and will pay the cost of chlorine.

2.16 PROMOTION

The Contractor may advertise and promote the centre at his expense if he considers it necessary.

2.17 SAFETY EQUIPMENT

A first-aid kit has been provided by the Council and is available for use at the swimming centre:

The Contractor shall ensure that appropriate rescue equipment such as throwing ropes, rescue tubes or reaching poles are available for use in an emergency. At the end of the term the contractor shall refurbish/replace the first aid kit and any safety equipment which may be unserviceable or missing.

2.18 EMERGENCY ACTION PLAN

The Contractor shall adopt the Emergency action plan outlined in 'Charleville Swimming Pool Emergency Procedure' which details the procedures and responsibilities in relation to routine aquatic emergency procedures and major incidents (life threatening).

All staff shall be familiar with the content of the plan, the location of necessary first aid equipment, the contact details for emergency services, the site evacuation procedures and emergency procedures for chemical leaks or spills. During the initial month of operation of the pool each season, and on at least one other time during the season, staff shall take part in a practice evacuation of the pool in accordance with the procedures set out in the emergency action plan. A record of all practice evacuations shall be kept in a diary or log book at the pool.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

2.19 CHEMICAL HANDLING AND USAGE

The Contractor shall ensure that at least one person on site is appropriately trained in the safe handling of chemicals and that documentation evidencing that training is kept on site.

A plant operation log book shall be maintained at the site detailing dosing levels, dosing rates, chemical usage and any spills or incidents.

2.20 ELECTRICAL SAFETY

Work on electrical equipment at the complex shall only be undertaken by a licensed electrician. Electrical equipment shall be kept away from water and swimming pools. Any electrical extension cord used near the pools shall be earth leakage protected.

Electrical cleaning equipment shall not be used when the pool is open to the public. Whenever electrical equipment is used near the pools no bathers shall be permitted to remain in or enter the pools. Appropriate signage and supervision shall be provided to prevent usage of the pools at such times.

**MANAGEMENT AND OPERATION OF THE CHARLEVILLE SWIMMING POOL
CONTRACT SP1/2015**

SCHEDULE OF OPERATING AND MAINTENANCE TASKS

OPERATING & MAINTENANCE TASKS	FREQUENCY				AS REQUIRED	COMMENT
	HOURS	DAILY	WEEKLY	MONTHLY		
SWIMMING POOLS						
Check chlorine level of pools, record and adjust dosing equipment		Twice				Before Opening & Afternoon
Vacuum floor of pools		Once				Alternate Days
Check tiles around pools for breakage		Once				
Hose down and clean concourse and paths		Once				
Check water levels		Once				
CHANGEROOMS, TOILETS, ENTRY, KIOSK, ETC						
Wash floors and disinfect		Once				
Wash showers and disinfect		Once				
Wash/disinfect toilet fixtures		Once				

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Check toilet paper/replenish		Once				
Sweep front entry area		Once				
Clean office & kiosk		Once				
Wash/disinfect kiosk floor		Once				
GROUNDS						
Pick up litter		Twice				
Check security fence			Once			
EQUIPMENT						
Check switchboard for correct operation		Once				
Check filters for normal operation		Twice				
Backwash filters					Once	
Check pumps for correct operation		Once				
Check pipe work for leaks			Once			
Clean plant room, wash floor			Once			
Check lights		Once				

ENFORCEABLE REQUIREMENTS

The following is taken from the Public Health Act 1997 – ‘Guidelines for Places of Assembly’. Date issued October 2008. Issued by Director of Public Health, Dr Roscoe Taylor

ENVIRONMENTAL HEALTH REQUIREMENTS FOR OPERATING AND MANAGING PLACES OF ASSEMBLY

1. To prevent the transmission of disease, a place of assembly must at all times be kept in a clean and sanitary condition to the reasonable satisfaction of an Environmental Health Officer.
2. Equipment, installation and components essential to the safety of the people using the place of assembly must be maintained in accordance with the maintenance provisions of the Building Act 2000, the Building Regulations 2004, and the Plumbing Regulations 2004, so to ensure their proper performance in the event of an emergency.
3. When premises are being used as a place of assembly, exit doors must be able to be easily opened by the occupants from inside the premises to allow immediate exit.
4. No part of an exit from may be obstructed during operation as a place of assembly.
5. No mirror or object with a reflecting surface shall be positioned during operation as a place of assembly so as to create a reflected image of an exit sign.
6. No place of assembly holder shall permit a person to light, operate or maintain a fire or flame producing apparatus of any kind during operation as a place of assembly without the approval of the Building Surveyor.
7. The licence for a place of assembly must be displayed in a prominent place visible to the public-
 - a. if the place of assembly is a building, on a wall near the main entrance; or otherwise
 - b. on the site of the place of assembly in a position where it is visible to those members of the public present on the site.

ENFORCEABLE REQUIREMENTS

The following is taken from the Public Health Act 1997 – ‘Recreational Water Quality Guidelines’. Date issued February 2007.

13. MANAGEMENT OF PUBLIC SWIMMING POOLS AND PUBLIC SPA POOLS

- 13.1 NOTICES: A Public Pool Bather Warning Notice in accordance with Appendix D must be displayed in a prominent position near swimming pools to advise the general public of required safety public health and safety measures.

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

13.2 WATER QUALITY: The microbiological water quality of all public swimming pools and public spa pools must be maintained in accordance with the Microbiological Water Quality criteria set out in Appendix E.

13.2(c) CHEMICAL PARAMETERS: In order to minimise potential public health risks, swimming pools and public spa pools must operate within the chemical parameters set out in Appendix F.

14. MONITORING

All public swimming pools and public spa pools must be tested for microbiological quality and chemical parameters on a monthly basis or, if directed in writing by an Authorised Officer, more frequently.

Public swimming pools and public spa pools that do not comply with the microbiological criteria set out in Appendix E must be re-sampled as soon as practical after notification from the laboratory.

Microbiological samples must be collected from pools prior to chemical parameter testing.

Microbiological samples from pools must be collected in sterile containers containing sodium thiosulphate.

The holder of the place of assembly licence where any public swimming pool or public spa pool is situated must maintain a log book which records water quality information.

All microbiological samples from a public swimming pool or public spa pool are to be submitted to a NATA accredited laboratory or to a laboratory operating according to standards detailed by the Director for Analysis. The records of analysis must be retained by the holder of the place of assembly licence where the pool is situated.

Microbiological water samples from a public swimming pool or public spa pool must be collected at a depth of 300-400mm below the water surface level and at the point furthest from the water inlets.

15. POOL CLOSURE

A public swimming pool or public spa pool must be closed immediately if:

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

- a. two consecutive microbiological samples from the pool have failed to comply with the standards contained in Appendix E; or
- b. the Director determines that there has been, or is likely to have been, an incident of infectious disease transfer amongst pool patrons.

16. POOL OPENING

A public swimming pool or public spa pool must be reopened unless:

- a. in respect to a closure under clause 15(a): two consecutive microbiological samples from the pool satisfy the standards contained in Appendix E when sampled over a 48-hour period; or
- b. in respect to a closure under clause 15(b): the Director has approved the reopening of the pool.

Any closed pool that is subsequently re-opened or permitted to re-open must be subject to bacteriological sampling and analysis on a weekly basis for a period of 2 weeks.

RECREATIONAL WATER QUALITY GUIDELINES

APPENDIX D

Public Pool Bather Warning Notice

*SHOWER BEFORE USING

*DO NOT use the pool if you or your child has had diarrhoea in the last 7 days.

*DO NOT allow babies with soiled nappies to enter the pool.

*DO NOT change nappies near the pool.

RECREATIONAL WATER QUALITY GUIDELINES

APPENDIX E

Microbiological Verification Provisions for Public Swimming Pools and Public Spa Pools

Type of Organism	Maximum Count Allowable
Heterotrophic Plate Count	100 Colony Forming Units (CFU) per ml
Thermotolerant coliforms/E. coli	<1 per 100ml
Pseudomonas aeruginosa	<1 per 100ml

RECREATIONAL WATER QUALITY GUIDELINES

APPENDIX F

Chemical Parameters Table

	Indoor Pool	Heated Indoor Pool	Outdoor Pool	Heated Outdoor Pool	Spa
Free chlorine minimum (mg/l, ppm)	1.5	2	1.5	3	3
Free chlorine (mg/l, ppm) with cyanuric acid	N/A	N/A	3	4	N/A
Total chlorine maximum (mg/l, ppm)	10	10	10	10	10
Bromine (mg/l, ppm) minimum	3.0	4.0	3.0	4.0	4 – 6
pH	7.2 – 7.8	7.2 – 7.8	7.2 – 7.8	7.2 – 7.8	7.2 – 7.8
Total alkalinity mg/l, ppm	80 - 200	80 – 200	80 – 200	80 – 200	80 - 200

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

CHARLEVILLE SWIMMING POOL – DAILY LOG SHEET

Day :

Date :

Main Pool Water Testing	Time : am	Time : pm
Chlorine flow before test		
Water clarity		
Free chlorine		
Total available chlorine		
PH levels		
Bather load (estimate)		
Water temperature		
Recording Officer:		

Paddling Pool Water Testing	Time : am	Time : pm
Chlorine flow before test		
Water clarity		
Free chlorine		
Total available chlorine		
PH levels		
Bather load (estimate)		
Water temperature		
Recording Officer:		

Chemical/Plant Adjustments
Please detail any adjustments made to chemical levels or plant during the day:

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Other
Please note relevant details of action taken or events that occurred during the day (eg times of change room inspections, warnings given to visitors etc):

INSPECTION ITEMS	CORRECTIVE ACTION REQUIRED	FIX BY DATE
SIGNAGE		
Are all signs in place - <ul style="list-style-type: none"> • No Diving • No Running • Depth Markers • Caution Signage • Emergency Exit and Assembly Point Signs 	Yes / No Yes / No Yes / No Yes / No Yes / No	
Do any signs require replacement / attention	Yes / No	
Are all signs clear of obstructions	Yes / No	
SLIP / TRIP / FALL		
Pool area clear of obstructions	Yes / No	
Broken / Damaged tiles	Yes / No	
Are exits clear of obstructions?	Yes / No	
ELECTRICAL INSTALLATION – to be checked each Friday		
Are switches & power points in good condition (no cracks, loose face plates)?	Yes / No	
Are power leads in good condition, no trip hazards?	Yes / No	
Are circuit breakers & main isolators clearly marked?	Yes / No	
Is there excessive use of extension cords?	Yes / No	

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Is a carbon dioxide fire extinguisher adjacent to the switch board?	Yes / No		
CHEMICAL SAFETY – to be checked each Friday			
INSPECTION ITEMS		CORRECTIVE ACTION REQUIRED	FIX BY DATE
Are Material Safety Data Sheets available for all hazardous substances stored/used?	Yes / No		
Are all chemicals & containers clearly labelled?	Yes / No		
Are chemicals stored in compatible containers?	Yes / No		
Are chemicals compatible in storage areas?	Yes / No		
Are there emergency procedures for chemical spill and clean-up?	Yes / No		
ADMINISTRATIVE & MISCELLANEOUS			
Is qualified First Aider on site?	Yes / No		
Are First aid kits accessible & up to date?	Yes / No		
Are floors clean, dry, and free from slip/trip hazards?	Yes / No		
Is there any accumulation of equipment, stores, rubbish?	Yes / No		
Are walkways free of obstruction?	Yes / No		
Is facility clean and tidy?	Yes / No		

PART 3 – DRAFT CONTRACT – READ AND KEEP THIS PART

Has there be a need to fill out an incident report? (accidents, near misses, etc)	Yes / No		
PLANT ROOM			
Is there sufficient water in pool?	Yes / No		
Are pumps operating within normal pressures (75-95 psi)	Yes / No		
Do filters require backwashing?	Yes / No		
Are chlorine feeder pipes operating correctly?	Yes / No		
Have chlorine filters been checked?	Yes / No		
Are there sufficient chemicals available to "Chem Gen" units?	Yes / No		
Are there any obvious leaks or problems?	Yes / No		
COMMENTS			

Signed : _____

Position : _____

Pool Supervisor –

Has a CSR been generated for maintenance? No / Not Reqd / Yes - CSR No.....

**PART 4 – TENDERER’S OFFER – COMPLETE AND RETURN THIS
PART**

3. TENDERER’S OFFER

3.1. Offer Form

CHIEF EXECUTIVE OFFICER
MURWEH SHIRE COUNCIL
C/- Director of Environmental & Health Services
PO Box 63
CHARLEVILLE QLD 4470

I/We

Name:[BLOCK
LETTERS]

Address:

ABN/GST Status:

ACN (if any):

Telephone No:

Facsimile No:

Email:

In response to Tender SP1/2016 – MANAGEMENT OF THE CHARLEVILLE SWIMMING POOL

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.

The tendered Management Fee is valid up to two (2) months from the date of the tender closing or thirty (30) days from the Council’s resolution for determining the Tender whichever is the later unless extended by mutual agreement.

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

I/We confirm:

- we are not acting as an agent for another party
- no conflict of interest in the performance of our obligations under the Management Agreement will exist if I/we are awarded the Management Agreement
- I/we are presently able to pay all our debts in full as and when they fall due

I/We do hereby warrant that I/we are presently in good health and have no knowledge of any illnesses or injuries which would prevent us from carrying out our obligations under the Management Agreement.

**PART 4 – TENDERER’S OFFER – COMPLETE AND RETURN THIS
PART**

THE COMMON SEAL of)
.....)
was hereunto affixed pursuant to the)
resolution of the Board of Directors)
in the presence of:)

.....
Director

.....

Signed by)
..... and)
as principal shareholders of the)
tenderer as guarantors under the)
tender in the presence of:)

.....
Signature of Guarantor

.....
Signature of Guarantor

.....
Signature of Witness

.....
Name of Witness