



Request for Tender

RFT-2026.01 BROOKTON AQUATIC CENTRE MANAGEMENT

Request for Tender:	Brookton Aquatic Centre Management and Operation 1 September 2026 to 31 August 2029
Deadline:	4pm, Friday 24 July 2026
Address for Delivery:	14 White Street, Brookton, WA, 6306 tenders@brookton.wa.gov.au
RFT Number:	RFT 01/2026

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1 Conditions of Tendering

1.1 Definitions

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

Attachments:	Documents you attach to this RFT.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Management and Operation of the Brookton Aquatic Centre situated on White Street Brookton provided or nominated in Part 3
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Brookton
RTF or Request for Tender	This document.
Requirement:	The Management and Operation of the Brookton Aquatic Centre as requested by the Shire of Brookton.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Open Period:	The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Statement of Requirements (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer’s Offer (*complete and return this part*).
- Part 6 – Response to Selection Criteria (*complete and return this part*).
- Part 7 - Tender forms (*complete and return this part*).

Separate Documents

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

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Complete and return the Offer (Part 5 and Part 6) in all respects and include all Attachments.
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

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

Name:	<i>Stuart Billingham</i> <i>Manager Corporate Community</i>
Telephone:	<i>(08) 9642 1106</i>
Email:	stuart.billingham@brookton.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made to the nominated person in Contact Person 1.4.

No requests for information or clarification to the RFT Documents will be accepted later than seven (7) days prior to the Deadline of this Request.

1.6 Prequalification Requirements

There are no pre-qualification requirements.

1.7 Tender Briefing/Site Inspection

Tenderers may submit a written request for an onsite inspection as part of the RFT preparation prior to lodgement of their Tender. Written requests must be made to the nominated person in Contact Person 1.4.

1.8 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline. The Deadline for this request is 4pm, Friday 24 July 2026.

A Tender is to be, before the deadline:

1. Delivered by hand in a sealed envelope, clearly endorsed with the tender number and title as shown on the front cover of this Request, to Tender Box located at 14 White Street, Brookton, WA, 6306. Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively, and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies; or
2. Emailed to tenders@brookton.wa.gov.au. The Subject Line of the email containing the tender should prominently include the tender number and title as shown on the front cover of this Request. The email should contain the tender documentation in clearly titled, separate attachment(s) within the email.

Tenders submitted by Facsimile will not be accepted.

1.9 Rejection of Tenders

A Tender may be rejected without consideration of its merits in the event that:

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

No web links or hyperlinks will be considered as part of any submission.

1.10 Late Tenders

Tenders received:

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

may not be accepted for evaluation.

1.11 Acceptance of Tenders

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

1.12 Disclosure of Contract Information

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

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

1.13 Tender Validity Period

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

1.14 Precedence of Documents

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

1.15 Alternative Tenders

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

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

Any printed "General Conditions of Contract" contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

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

1.17 Alterations

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

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

1.18 Risk Assessment

The Principal may have access to and consider:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and

- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires satisfying itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

1.19 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

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

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.20 Selection Criteria

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

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

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

1.21 Compliance Criteria

These criteria are detailed at 4.2.1 Compliance Criteria and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

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

1.23 Value Considerations - Non-Weighted Price Criteria

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer;
- b) the pricing submitted by each Tenderer;
- c) Tenderers are to assume that the Evaluation Panel has no previous knowledge of the Tenderer, its activities or experience; Tenderers are to provide full details for any claims, statements or examples used to address each criterion; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

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

1.24 Price Basis

Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract.

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

Unless otherwise indicated prices tendered must include all overheads including but not limited to, delivery, unloading, transport, cleaning site and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25 Ownership of Tenders

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

1.26 Canvassing of Officials

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

1.27 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 Costs of Tendering

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

1.29 Tender Opening

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 14 White Street, Brookton, WA, 6306.

1.30 In House Tenders

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

2 Statement of Requirements

2.1 Introduction

The Shire of Brookton is seeking the services of a suitably qualified and experienced aquatic facility managers to undertake the Management and Operation of the Brookton Aquatic Centre in Brookton.

2.2 Background Information

The Shire of Brookton is seeking a suitably qualified and experienced aquatic facility managers to undertake the Management and Operation of the Brookton Aquatic Centre situated on White Street Brookton.

Brookton like many other towns in the Wheatbelt Region is founded on agricultural production, with the Brookton Aquatic Centre an integral and important part of the Brookton community's recreational facilities.

The Brookton Aquatic Centre is a highly valued Community facility for the provision of water based recreational swimming activities including In Term and Vacation swimming lessons.

2.3 Definitions

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

Contractor's Representative: Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;

Principal's Representative Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;

Services: Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

2.4 Scope of Work

The Manager and Operator shall manage and operate the Brookton Aquatic Centre for the Shire of Brookton as detailed in the Contract for the Management and Operation of the Brookton Aquatic Centre for the Shire of Brookton.

The Contractor confirms as follows:

- a) That at all times will operate the Facility in accordance with the requirements of all relevant Acts, Regulations, Local Laws and Codes and in particular shall ensure that all chemicals required for the water treatment in respect of the Brookton Aquatic Centre are correctly stored and utilised in accordance with the requirements of the Acts, Regulations and Local Laws; in the absence of such legislative requirements then store and use in accordance with the manufacturers' specifications or with any direction as may be given by the Chief Executive Officer (CEO) or delegate from time to time;

b) No later than 30 April or other agreed date in any budget year, present to the CEO or delegate a detailed management and planning report outlining the operations of the Brookton Aquatic Centre and its facilities including an estimate of costs for the forthcoming budget year. This estimate must include details relating to the necessary capital expenditure required to maintain the Facility including all premises and buildings, to the standards required by Council, and to comply with all relevant Acts, Regulations, Local Laws and Codes.

c) Provide a six (6) day per week service,

Monday	6.30am to 8.30am and 2.00pm to 7.00pm
Tuesday	closed
Wednesday	12.00pm to 7.00pm
Thursday	6.30am to 8.30am and 2.00pm to 7.00pm
Friday	12.00pm to 7.00pm
Saturday	6.30am to 8.30am and 2.00pm to 7.00pm
Sunday	12.00pm to 7.00pm

with the season starting 1 November and ending 31 March each year.

d) That in the event of issues relating to the Facility the Contractor shall notify the CEO or delegate as soon as possible, the local government shall take reasonable action to prevent pool closure.

e) Will have exclusive use of pool kiosk for the period of the contract. No charges shall be levied by the local government on the Contractor for the use of the kiosk and associated equipment.

f) The Contractor must always keep and maintain a kiosk whilst the Facility is open to the public. The kiosk shall be maintained in accordance with the requirements of the Act and all foodstuffs available for purchase shall always comply with the requirements of the Act. No Charges shall be levied by the Shire of Brookton for the use of the kiosk and associated equipment. The Contractor is responsible to ensure any products are protected against theft, spoilage, or vermin. (stipulates in contract that a kiosk must always be open)

g) To ensure that the Facility is ready for opening to the public no later than the first day of November of each year, or on such other date of opening as may be noted by the CEO or delegate to the Contractor. (Is a closing date required i.e. 31 March)

h) To ensure that at the end of the Contract the Facility is closed and the whole Swimming Pool area, including all premises, buildings, plant, equipment and other things are secured.

i) Ensure that all swimming pool management operations are conducted strictly in accordance with all legislative and Shire of Brookton Occupational Safety and Health requirements.

j) To ensure that only persons qualified in accordance with the requirements of all relevant Acts, Regulations, Local Laws and Codes of Practice are employed in the capacity of Manager or Attendant. Further, the Manager/Attendant/s are to be qualified in methods of water rescue and resuscitation and hold current qualifications as required by the RLSSWA including First Aid.

- k) Maintain all plant involved in the operation of the Swimming Pool, including servicing of dry chlorine system components.
- l) Cover all chemical costs included monitoring and maintaining chemical stock levels.
- m) Maintain grassed/garden areas inside and outside of the Swimming Pool complex.
- n) Assist Brookton District High School with Vac Swim” and annual “In-Term” swimming lessons (additional hours outside standard operation above are required).
- o) Provide additional hours of operation as requested by the Shire of Brookton.
- p) To ensure that the internal surrounds of the Facility, including the Pool concourse are maintained in a well-kept, clean and safe condition in accordance with the requirements of the CEO or delegate and to ensure that any directions in respect of those areas given by the CEO or delegate from time to time are immediately acted upon.
- q) To ensure that the internal and external areas of all buildings at the Facility including offices, toilets, change rooms, sheds, outbuildings, paths and walkways are maintained in a well-kept, hygienic and safe condition always and in accordance with the requirements of Council and (CEO) and that any directions in this regard given by Council or the CEO from time to time are immediately acted upon. Note: Council shall maintain the lawns and gardens in the offseason.
- r) To order and ensure that all stores, chemicals, equipment, tools or other items required for the maintenance and operation of the Brookton Aquatic Centre in accordance with the standards and requirement of the Acts or other Acts, Regulations and Local Laws of Council, are safely and securely stored to be inaccessible to the public (including patrons of the Swimming Pool).
- s) To ensure that all gates, doors, windows, and other means of entrance to any building or area including plant rooms, balance tanks, storerooms, kiosks, or any other room to which the public, including patrons of the Facility, are not permitted access are always kept locked and secure except as necessary for emergency purposes.
- t) To ensure that the Brookton Aquatic Centre is always left secure when not in use and all safety or security lighting or other apparatus or equipment required to be utilised is always utilised and maintained in a safe operational condition.
- u) to ensure that all instructions or directions either given verbally or in writing by the CEO or delegate are implemented and complied with within seven (7) days of the date of which they are given or within such other period as may be specified by the CEO or delegate.
- v) To deposit all admission charges collected on a weekly basis at the Brookton Shire Administration Office and complete any necessary reporting as required by the CEO or delegate.

- w) To permit Council and the CEO, or other authorised Officers to have access to the Aquatic Centre premises and all buildings and improvements at all reasonable times by arrangement with the Contractor.
- x) The clarity of the water in the swimming pools is maintained in accordance with legislation and standards.
- y) The chemical standards of the swimming pools are maintained in accordance with legislation and standards.
- z) Ensure that the water samples are undertaken and recorded in accordance with legislation and standards.
- aa) That the Contractor shall liaise with Shire Officers to ensure public notice is given at least two weeks prior and immediately prior to the pool being closed for major events/ carnivals in the local Telegraph newsletter, Shire of Brookton website and Shire of Brookton social media channels.
- bb) Maintain the Brookton Aquatic Centre during the off season in accordance with the Department of Health Code of Practice. The Principal will undertake low level maintenance of lawns, gardens and grassed areas of the Facility during the off season.
- cc) Commence from the pre-season start up for the Facility to be opened on 1 November each contracted year.
- dd) Conduct sufficient start-up prior to the beginning of the season and appropriate shutdown at the end of the season.

3 General Conditions of Contract

3.1 Insurances

Before the Manager and Operator commences work, the Manager and Operator shall take out a Public Liability Policy of insurance in accordance with the Contract for the Management and Operation of the Brookton Aquatic Centre for the Shire of Brookton in the joint names of the Principal and the Manager and Operator which covers the Principal, the Manager and Operator, the Superintendent and all sub-Manager and Operators employed from time to time in relation to the work under the Contract for their respective rights and interests and cover their liabilities to third parties.

The Manager and Operator shall have and maintain Public Liability insurance for the duration of the Contract for a minimum of \$20 million (twenty million dollars) for any one occurrence. Proof of insurance currency prior to commencing services will be provided to the Shire of Brookton.

The following insurance policies must be current, and certificates of currency for the following must be provided prior to commencement of the contract:

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Contract Works				
Workers Compensation				
Vehicle and Equipment				

3.2 Period of Contract and Termination

Period Contract

The contract is for a negotiated term, minimum of three (3) years, with the option of an extension (subject to Council approval) for a further three (3) year term. A year is that period inclusive of the swimming season and any off season as may be required to manage the pool chemistry and facility.

Type of Contract

This Contract shall be a fixed Schedule of Rates for the initial term of three (3) years and shall not be subject to adjustment for a rise and fall in costs unless agreed to by the Principal. After the initial three (3) year term, any claim for a re-adjustment of the Contract shall be submitted in writing to the Principal.

4 Special Conditions of Contract

4.1 Accommodation

The Shire of Brookton will make available accommodation in an unfurnished Unit for the Swimming Pool Manager for the duration of the Swimming Pool Contract at a subsidised rental charge of \$0.00 per week with all utilities supplies to be in the Respondents name and paid for by the Respondent. The Respondent will need to enter a formal tenancy agreement as part of this condition with the Shire of Brookton.

The Pool Manager and any additional or casual staff appointed by the Respondent shall hold a current Working with Children Clearance. The Shire of Brookton Chief Executive Officer is to be consulted prior to the appointment and approve the placement of an acceptable Pool Manager. All staff appointed by the Respondent shall comply with the Shire of Brookton's employee code of conduct.

4.2 General Conditions

The Contract for the Management and Operation of the Brookton Aquatic Centre.

Conditions shall apply to this contract.

Copies are available from the Shire of Brookton, 14 White Street, Brookton.

The law applicable is that of the State or Territory of:
WESTERN AUSTRALIA

Payments under the Contract shall be made at:
The office of the Principal

The Principal:
Shire of Brookton.

The address of the office of the Principal:
14 White Street, Brookton WA 6306

The Superintendent:
Shire of Brookton CEO, or their delegate.

4.3 Smoking on Site

Smoking is prohibited at all times on the site.

4.4 Drugs and Alcohol

The Contractor will ensure that all employees and sub-contractors maintain a 0.00mg/dl alcohol reading and return a Negative result for all illicit drugs while on site. Failure to return the aforementioned results will result in the employee or sub-contractor being removed from site until they return the required result.

It is the responsibility of the Contractor to ensure that it's employees or sub-contractor report the use of prescription medication that may inhibit their ability to operate at full capacity to the Principal.

4.5 Safety Management Plan

The Contractor shall, throughout the Contract, implement and maintain a "Safety Management Plan". The Contractor shall prepare and develop the Safety Management Plan with a person suitably qualified and experienced in safety matters.

Prior to commencement of the Contract, the Contractor shall supply to the Principal in writing, it's safety Management Plan.

4.6 Goods and Services Tax (GST)

For the purpose of this clause:

- "GST" means Goods and Services Tax applicable to any taxable supplies as determined under the GST Act
- "GST Act" means A New Tax System (*Goods and Service Tax*) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Tax Goods and Services Ruling and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirements, subject to this request, or any part thereof is taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principle shall be entitled (though not obligated) to take into account the effect of the GST upon each Tender.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Brookton
14 White Street, Brookton, WA 6306

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

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 01/2026 Management and Operation of the Brookton Aquatic Centre:

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

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

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

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20 _____

Signature of authorised signatory of Tenderer:

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

6 Response to Selection Criteria

6.1 Compliance Criteria

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

Description of Compliance Criteria		
a)	Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b)	Have you complied with the Specification contained in this Request?	Yes / No
c)	Have you complied with the Conditions of Quotation contained in this Request?	Yes / No
d)	Have you complied with and completed the price schedule?	Yes / No
e)	Have you completed the Occupational Safety and Health questionnaire and submitted required attachments (see Schedule 1)?	Yes / No
f)	The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.	Yes / No

6.2 Qualitative Criteria

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

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

<p>A. Relevant Skills and Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Skills and Experience”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>90%</p>	
<p>a) Provide details of similar work.</p> <p>b) Provide scope of the Respondents involvement including details of outcomes; and</p> <p>c) demonstrated competency and proven track record, of achieving outcomes</p>	<p>“Relevant Skills and Experience”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

Part 5 COMPLETE AND RETURN THIS PART

<p>d) <i>List of Key Personnel/Employees-showing qualifications and experience.in managing and operating an aquatic facility for the purposes of public use.</i></p> <p>e) <i>Provide supporting statements by the Manager and Operator or their referees, management or the Shire’s advisors may be applicable to this criterion. (Essential).</i></p>		
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<p>B. Tenderer’s Access to alternative Resources</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer’s Access to alternative Resources”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>10%</p>	
<p>a) <i>Ability to manage business risk or other statements demonstrating response of customer need.</i></p> <p>b) <i>List of owned Plant, equipment and materials. e.g. inflatables</i></p> <p>c) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p>	<p>“Tenderer’s Access to alternative Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Access to alternative Resources”.</p>		

7 Price Information

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

7.1 Price Basis

Do you agree to the Fixed Price Mechanism?	Yes / No	
If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it “Price Variation Mechanism”.	“Price Variation Mechanism”	Tick if attached <input type="checkbox"/>

7.2 Price Schedule

Lump Sum – Services

No	Service Description	Price Tendered (Inc GST)
1	<p>Operation of Brookton Swimming Pool from the 1 September to the 31 August each year including service provisions of:</p> <p>A single total price is to be quoted for the entire scope of work outlined below</p> <ul style="list-style-type: none"> • Six (6) days per week (including Wednesday, Thursday, Friday, Saturday, Sunday and Monday) as per 2.1.1 1 for the pool season 01 November to 31 March. • Minimum of Seven (7) hours per day. • Swimming lesson facilitation (In-Term and Vac Swim). • Maintenance of Swimming Pool buildings. • Maintenance of Swimming Pool plant. • Maintenance of Swimming Pool grounds. • Season start up. • Season shut down - including 13 onsite visits programmed in off season for water turnover and water quality) • Provide 4 x Community Event Days including, Sausage Sizzle, Water, Inflatable Bouncy Castle, Large Inflatable Pool Attraction Item and Inflatable Pool Toys. Dates and times to be advised by the Shire of Brookton. • Provide 1 x Australia Day Community Event each year including, Sausage Sizzle, Water, Inflatable Bouncy Castle, Large Inflatable Pool Attraction Item and Inflatable Pool Toys. Date 26 January each year. 	
2	<ul style="list-style-type: none"> • Hourly Rate to Operate & Open Pool outside nominated or agreed days and hours • Provide Aqua Aerobic Classes 1 day per week starting the 1 November and ending 31 March. Dates and times to be agreed to by the Shire of Brookton. 	

8 Tender Forms

(To be Submitted in Full)

FORM 1

FORM OF TENDER

The Chief Executive Officer Shire of Brookton

Dear Sir/Madam

Tender No.

01/2026

I/We the undersigned, hereby Tender to carry out the work encompassed by this Contract in accordance with the Contract for the Management and Operation of the Brookton Aquatic Centre for the Shire of Brookton Conditions and as per the Schedule of Rates annexed hereto.

The Tender is submitted in accordance with the Conditions of Tender. Until the execution of a formal Deed of Contract, this Tender, the written acceptance thereof, and any other matters agreed in writing, shall be a binding Contract.

**Name and Address of Tenderer
(being the Manager and Operator,
or if a corporation, the Authorised Person)**

Name and Address of Witness

.....
Name of Tenderer

.....
Name of Witness

.....

.....

.....

.....

.....
Address of Tenderer

.....
Address of Witness

.....
Signature of Tenderer

.....
Witness's Signature

.....

.....

Date

Date

FORM 2

SCHEDULE OF RATES
(As may be applicable and Fixed for initial three (3) year term)

Tender No. 01/2026
Shire of Brookton Management and Operation of Brookton Aquatic Centre

	Description	Amount (ex GST)
		\$
		\$
		\$
TOTAL		\$

Name of Tenderer:

.....

.....

Signature of Tenderer

.....

Witness's Signature

.....

Date

.....

Date

FORM 3

PREVIOUS EXPERIENCE / PAST PERFORMANCE

Tender No. 01/2026
Shire of Brookton Management and Operation of Brookton Aquatic Centre

Tenderer is to provide details of background of past performance and experience in managing and operating aquatic facilities for the purpose of public swimming pools or contracts of similar nature.

Name of Contract	Description of services performed	Year
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Any other Comments:

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FORM 4

REFERENCE CHECKING

Tender No. 01/2026

Shire of Brookton Management and Operation of Brookton Aquatic Centre

Please attach current contact details for two (2) professional contacts for reference checking.

Referee name # 1:

Telephone:

Referee name # 2:

Telephone:

Name of Tenderer:

.....

Schedule 1

WORK HEALTH AND SAFETY REQUIREMENTS

Tender No. 01/2026

Shire of Brookton Management and Operation of Brookton Aquatic Centre

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

Work Health and Safety (WHS) Questionnaire	
Completed by: Contact Details: Mobile: Email:	Date:
1. Please provide the following details about your company. Name; No. of Employees; A C N; Annual Turnover: Name/s of all directors and/or Shareholders. a. b. c. d.	Attached – Yes/No

Part 6 COMPLETE AND RETURN THIS PART

Please attach details of your company's experience in the area that you are quoting for, including details of previous contracts and referees.	Attached – Yes/No
3. Please attach proof that your company holds current workers' compensation insurance (Certificate of Currency).	Attached – Yes/No
4. Please attach proof that your company holds current public liability insurance (Certificate of Currency).	Attached – Yes/No
5. Please attach proof that your company holds current professional indemnity insurance – if applicable (Certificate of Currency).	Attached – Yes/No
6. Please provide the (a) name (b) job title and (c) brief qualifications and work history of those persons in your company with the following responsibilities. a. The person with ultimate responsibility for WHS; b. The person responsible for the day-to-day management aspects of this contract.	Attached – Yes/No
WHS Record	
7. Has the company, or any of the current or past directors or shareholders ever been fined under WHS or related legislation in the past five years? YES/NO. If YES, provide details	Attached – Yes/No
8. What has been your company's accident record for the past three years. Please provide details of any incident/s and time lost.	Attached – Yes/No
WHS Policy and Management	
9. Please attach a copy of your company's current WHS Policy.	Attached – Yes/No

Part 6 COMPLETE AND RETURN THIS PART

10. Does your company have an WHS auditing/management system; YES/NO. If yes, provide details.	Attached – Yes/No
Safe System of Work	
11. Please attach copies of the contents page of any WHS manual/s, codes of practice and SOPs/SWMSs used by your company and relevant to this contract	
12. Can your company demonstrate familiarity with safe systems of work? YES/NO. If YES provide details.	
13. Also, provide contact details for three organisations which can provide references to support your familiarity with safe work systems.	
14. Does your company anticipate using sub-contractors on this contract? YES/NO. If yes, give details of the procedures you will use to ensure that sub- contractors are competent and will be managed appropriately.	
15. Please provide copies of any risk assessments undertaken relevant to this contact. Include general risk assessments, MSDS and assessments for any chemical or substance your company proposes to use, as well as any other assessments (e.g. manual handling, noise etc)	
16. Does your company have any documented permit to work systems? YES/NO. If YES, provide details.	
17. Does your company have documented procedures for storing and handling hazardous substances? YES/NO If YES, provide details.	

Part 6 COMPLETE AND RETURN THIS PART

<p>18. Will your company provide required work equipment and personal protective equipment (PPE) for the job?</p> <p>If YES, provide details.</p> <p>If NO, state what arrangements will be made to ensure the safety of work systems.</p>	
<p>19. Does your company have written procedures for identifying, assessing and controlling risks associated with manual handling?</p> <p>YES/NO.</p>	Attached – Yes/No
<p>20. Please provide details (or copies) of accident reporting and emergency procedures that your company will adopt for this contract.</p>	Attached – Yes/No
<p>21. How does your company assess the safety competence of the people it employs? Please provide details.</p>	Attached – Yes/No
<p>22. Does your company provide staff and sub-contractors with accurate information about the hazards to which they are exposed in the course of their work? YES/NO.</p> <p>If YES provide details.</p>	Attached – Yes/No
<p>23. Please provide details of OSH training provided to all managers, staff and sub-contractors where used.</p> <p>Please provide details of your company's future training plan should it win the contract.</p>	Attached – Yes/No
<p>24. Is your company, or any member/s of staff, a member of any trade or professional organisation? YES/NO.</p> <p>If YES provide details.</p>	Attached – Yes/No
WHS Inspections	
<p>25. How does your company ensure that plant, equipment and vehicles are kept in safe working condition, such as documented regular inspections, maintenance routines etc.</p>	Attached – Yes/No

Part 6 COMPLETE AND RETURN THIS PART

Please provide details	
26. Does your company undertake regular worksite OSH inspections? YES/NO.	Attached – Yes/No
27. Are workplace inspection checklists used? YES/NO.	Attached – Yes/No
28. Please provide details of how often and by whom OSH inspections will be conducted.	Attached – Yes/No
WHS Consultation	
29. Does your company ensure there is a workplace health and safety representative or committee routinely available at the workplace?	Attached – Yes/No
30. Are employees actively involved in OSH related decision making? YES/NO. If YES provide details.	Attached – Yes/No
WHS Performance Monitoring	
31. Please provide details of the criteria your company uses for assessing its OSH performance.	Attached – Yes/No
32. Does your company have a system for collecting and analysing safety related statistics? YES/NO. If YES provide details.	Attached – Yes/No
Additional Comments:	