

Request for Quote – Expression of Interest

HIRE OF POOL FACILITIES – Kirwan State High School

This form is used to request a quote (RFQ)/Expression Interest (EOI) for the supply of goods and services. The Customer (purchaser) completes the quote requirements in Section 1 and any questions to enable evaluation in Section 2 - Response Schedule. The supplier completes Section 2.

SECTION 1 – Request for Quote/Expression of Interest (for Customer completion)

QUOTE REQUEST TO

Supplier name:	Kirwan State High School	Contact Name:	Mandy Blackford
Email/Fax:	facilities@kirwanshs.eq.edu.au	Request Date:	23/06/2025

QUOTE SUBMISSION AND ENQUIRIES

School / Institute / Region / Branch: (Customer)	Kirwan State High School	Contact Officer:	Naomi Mitchell
Street Address:	64 Hudson Street Kirwan QLD 4817	Phone:	07 4773 8196 / 0459 892 497
Email:	facilities@kirwanshs.eq.edu.au	Fax:	
Offers MUST be received via email, facsimile or post/courier by:			
Offer Closing Date:	31/07/2025	Offer Closing Time:	12:00pm

QUOTE REQUIREMENTS

Item Description	Engage Licensee under hire agreement for use of Kirwan State High School swimming pool to conduct learn to swim and related activities for the local community.		
Support Services	Refer to section 2.11.4 Site Management		
Delivery Date	From 01/10/2025 – 01/10/2028	Delivery Address:	64 Hudson Street, Kirwan QLD 4817
Evaluation Criteria	<ul style="list-style-type: none"> • Mandatory Requirements • Agreed Compliance and Acceptance <div style="float: right; text-align: right;"> <ul style="list-style-type: none"> 1. Capability and Capacity 2. Details of Plan and Proposed Services 3. Price </div>		

Conditions of Offer applicable to this purchase	For all Goods and Services , the <i>Department's Short Form Conditions of Offer</i> will apply to the request for quote/Expression of Interest.
Conditions of Contract applicable to this purchase	The following Conditions of Contract will apply to the contract formed with the successful Offeror: <input checked="" type="checkbox"/> Hire Agreement - Swimming Pool - Department of Education Premises (v 2024) – Part 2 - Standard Conditions

It is the responsibility of Offeror's to familiarise themselves with the contents of the relevant Conditions of Offer and Conditions of Contract available at https://intranet.qed.qld.gov.au/Services/Procurement_Purchasing or can be requested on 1300 366 612 or by email Procurement.BCM@qed.qld.gov.au.

SECTION 1 - ATTACHMENT A – SPECIFICATIONS (for Customer completion)

1. BACKGROUND / SCOPE

BACKGROUND

Kirwan State High School is a large and well-established secondary school located in Townsville, Queensland. With a strong focus on academic achievement, sporting excellence, and community engagement, the school serves a diverse student population and is committed to supporting the health and wellbeing of both its students and the wider community.

The school swimming pool is a valuable asset, used extensively for curriculum-based swimming programs, sporting events, and water safety education. In addition to its educational use, the pool offers the potential to serve the local community through recreational swimming, swimming lessons, and other aquatic programs.

To maximise the benefit of this facility outside of school hours, Kirwan State High School is seeking to enter into a licence agreement with a qualified operator who can deliver high-quality community programs while ensuring the school's ongoing access and operational requirements are met.

This arrangement supports the school's commitment to fostering partnerships that benefit students and the local community, while also ensuring the sustainable and effective use of school facilities.

SCOPE

Kirwan State High School invites submissions from suitably qualified individuals or organisations (the *Licensee*) for the licensing of its on-site swimming pool facility, located on Hudson Street with a dedicated entrance separate from the main school access.

The successful Licensee will be granted the opportunity to deliver community recreational swimming activities and programs, including but not limited to Learn to Swim programs. The pool may be used by the school during all school terms from 8:45 am to 3:00 pm on school days. During these times, Kirwan State High School requires access to a minimum of six (6) lanes, including access to shallow lanes as necessary, to be determined in consultation with school management at no charge to the school.

The Licensee is expected to provide a schedule of all Learn to Swim sessions and other bookings to ensure coordination with the school's timetable. The successful tenderer has the opportunity to operate the pool in times during which the pool is not utilised by the school, offering a significant opportunity to support and engage the broader community

1.1. Swimming Pool Facility Hire Fee

- 1.1.1. The annual fee requested to be paid by the Licensee to Kirwan State High School for licence of the Kirwan State High School swimming pool facilities for the initial three (3) year term **01/10/2025 to 01/10/2028** is \$60,000 (excluding GST). See further information at Fees and Charges in clause 2.9 below.

1.2. Current And Previous Annual Usage

- School swimming lessons during school hours;
- Private swimming lessons
- Learn to swim classes;
- Squad training – children and adults;
- Triathlon Squad training – children and adults;
- Personal training, circuit training, aqua aerobics; and
- General recreational use by community at prescribed times.
- Waterpark and water slides

2. TECHNICAL / FUNCTIONAL REQUIREMENTS

2.1. FACILITY DETAILS

2.1.1. Kirwan State High School Aquatics Centre – 64 Hudson Street, Kirwan QLD 4817

- 2.1.1.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) (Hire Agreement) Part 1 – Application Form, *Item 1. Name of School Where Premises is Located* and *Item 2. Address of School where Premises To Be Used*.

2.1.2. Facilities/Equipment Licenced

- 2.1.2.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 1 – Application Form, *Item 18. Our Equipment You Can Use*.

2.2. TERM OF LICENCE

- 2.2.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 1 – Application Form, *Item 11. Commencement Date* and *Item 12. Termination Date*.
- 2.2.2. The Licensee will have access to the pool and facilities in specified times for community recreational use and/or instruction. The initial term of the Hire Agreement will be for three (3) years, commencing on the 01/10/2025 to 01/10/2028.

2.3. EXTENSIONS TO HIRE AGREEMENT

- 2.3.1. The Hire Agreement may be extended for a maximum of two (2) one year terms only at the discretion of the Principal following negotiations between both parties.
- 2.3.2. The fee for the further terms would be determined at the time of extension negotiations and would be payable by the licensee at the commencement of the Hire Agreement extension.
- 2.3.3. The Licensee must give written notice to the Licensor (school) not less than one (1) month before the termination date of the Hire Agreement if the Licensee wishes to commence negotiations for a 1 year extension, and the Licensor may issue a further 1 year term to the Hire Agreement in its absolute discretion.

2.4. REGULATION, GUIDELINES AND COMPLIANCE

- 2.4.1. It is a **Mandatory** requirement for the Licensee to comply and adhere with relevant provisions within a number of Acts, legislative requirements and policies, including:
- 2.4.1.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024 Part 2 – Standard Conditions, clause 18. Compliance with Laws;
- 2.4.1.2. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024 Part 2 – Standard Conditions, clause 19. Compliance with Guidelines;
- 2.4.1.1. Managing risks of hazardous chemicals in the workplace 2023-06 - https://www.safeworkaustralia.gov.au/sites/default/files/2023-06/model_code_of_practice_managing_the_risks_of_hazardous_chemicals_in_the_workplace.pdf
- 2.4.1.2. Public Health Act 2005 (Qld) (12/2024) – <https://www.legislation.qld.gov.au/view/pdf/inforce/current/act-2005-048> - Chapter 5, Part 2;
- 2.4.1.3. Public Health Regulation 2005 (Qld) (05/2017) - <https://www.legislation.qld.gov.au/view/pdf/2017-06-30/si-2005-0281> - Part 2B and Schedule 2A;
- 2.4.1.4. Work Health and Safety Act 2011 (Qld) (11/2024) – <https://www.legislation.qld.gov.au/view/whole/pdf/inforce/current/act-2011-018>;
- 2.4.1.5. Work Health and Safety Regulation 2011 - (Qld) (01/2025) - <https://www.legislation.qld.gov.au/view/pdf/inforce/current/si-2011-0240>; and

- 2.4.1.6. First Aid - <https://ppr.qed.qld.gov.au/attachment/managing-first-aid-in-the-workplace-procedure.pdf>.

2.5. QUALIFICATIONS

2.5.1. It is a **Mandatory** requirement for the Licensee and staff to possess and maintain the following qualifications:

2.5.1.1. Pool Equipment

- Pool plant equipment operator's certificate or equivalent

2.5.1.2. Coaching -

- Minimum level 1 swimming certificate of the national coaching accreditation scheme;
- Certificate of the Australia Council for the teaching of swimming and water safety (AUSTSWIM); or
- Equivalent qualifications, as determined by the Department of Education and Training.
- Working with Children Check.
-

2.6. LICENSEE'S RESPONSIBILITIES

2.6.1. Swimming Pool

- Conduct a water chemical test before each use and promptly adjust water quality and record water chemical test results in a pool operation log book. Water quality to be checked three times daily and recorded in log book.
- Log book to be copied and emailed to the school monthly.
- Remove pool covers before use and replace pool covers after each use.
- Cleaning of skimmers, gutters, tiles, pool decks after each use.
- Vacuum clean the pool on a regular basis.
- Maintain pool chemical supplies inventory and order pool chemical supplies as needed.
- Clean chlorinator, pool filters, circulating pumps, heat pumps, other pool equipment on a monthly basis. Backwash pool on a monthly basis – Training will be provided including support and follow up.
- Maintenance routine for checking the equipment as per Operations manual.
- (It is recommended all pool/ filter cleaning, servicing and chemical to water be conducted by a Outsourced service provider)

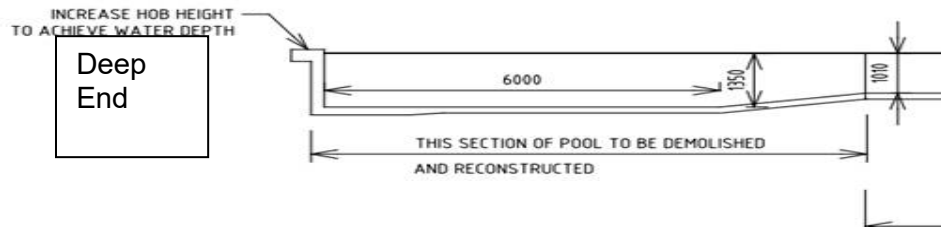
2.6.2. Amenities

- Clean toilets, showers, hand basins and change room floors regularly.
- Check condition of toilets/ change rooms daily to ensure high levels of cleanliness are maintained.
- Cleaning of seating areas and furniture.
- Sweeping of paths.
- Removal of litter, debris and rubbish from grounds.

2.6.3. General

- The Licensee will be liable to meet the cost of any repairs or abnormal cleaning resulting from the use or misuse of premise.
- Complete DOE Community user risk assessment template on commencement of contract, along side hire agreement.
- The Licensee agrees that:
 - Alcoholic beverages will not be sold for consumption on the premises.
 - Drinks will not be sold or served in glass containers on these premises.

- Diving into the pool may only be safely undertaken from the blocks at the deep end of the swimming pool;
- The swimming pool is of insufficient depth along the length of the pool and at the shallow end to permit jumping, pencil diving or any activity that requires entry with speed and force with-in 1.5 metres of the pool edges along the length of the pool and at the shallow end.
- All activity in the pool or on the edge of the pool is to be supervised at all times



- Please refer to Kirwan State High School Aquatic Centre Appendix 1: Lease Conditions for further information.

Part 3.1 Rules (Maintenance and Cleaning Requirements)

2.7. INSURANCES

2.7.1. It is a **Mandatory** requirement of this licence the following insurance requirements be complied with:

- 2.7.1.1. Refer Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 2 – Standard Conditions, clause 10. *Insurance*.

2.8. SAFETY ON SITE

- 2.8.1. It is a **mandatory** requirement of this Invitation that the Licensee, their employees, representatives and / or agents comply with Working on Department of Education and Training (DET) Facilities conditions when entering or performing services at any Department of Education and Training Facility (<https://education.qld.gov.au/about/Documents/working-on-doe-facilities.pdf>), as well as comply with a number of conditions, which may be amended as required.
- 2.8.2. It is a **mandatory** requirement of this Invitation that the Licensee, their employees, representatives and/or and / or agents comply with all specific site requirements including Workplace, Health and Safety requirements, and any other such reasonable requirements as instructed by the Principal. (<https://www.worksafe.qld.gov.au/laws-and-compliance/work-health-and-safety-laws>).

2.9. FEES AND CHARGES

- 2.9.1. The annual fee for licencing the swimming pool at Kirwan State High School under the conditions of the Hire Agreement is \$60,000 per annum (Excl. GST). Offerors may propose an alternative annual licencing fee (excluding GST) in their response for consideration.
- 2.9.2. The Principal reserves the right to enter into negotiation with the preferred Offeror to seek a Best and Final Offer (BFO). The Principal is under no obligation to accept any alternative offer and any agreement entered into is at the Principals sole discretion.
- 2.9.3. The first instalment of \$15,000 (excluding GST) is to be paid by the Licensee to Kirwan State High School on commencement of the Hire Agreement. The annual fee is to be paid quarterly (i.e. July, October, January and April). The Licensee will be issued with a quarterly invoice from the Licensor which is to be paid from the Licensee to the Licensor by the payment methods available on the invoice.
- 2.9.4. Payment terms are 30 days from receipt of invoice.
- 2.9.5. The annual fee for a further term will be determined at time of extension negotiations and will be payable by the Licensee to Licensor at the commencement of the further term.

2.10. OWNERSHIP OF PROPERTY

- 2.10.1. The State of Queensland through the Department of Education and Training (Department) is the owner of the pool facility. Any new portable assets added during the term of this licence by the Department and/or other public bodies through public fund raising or gifts become property of the Department for the purposes of this arrangement, and will be added to the Licensor's pool inventory. If the principal has given the licensee permission to use the additional portable assets, then at the termination of this arrangement, these assets are to be accounted for and returned in good condition to the Department.
- 2.10.2. Prior to the commencement of this arrangement, the Licensee will provide to the Principal a full inventory of all portable assets owned by the Licensee and proposed to be used by them in meeting their obligations under the arrangement. Any new portable assets added by the Licensee during the term of the arrangement will be added to the Licensee's inventory. On termination of the Hire Agreement, all portable assets on the Licensee inventory are to be removed from the site by the Licensee unless agreement has been reached with the Department to purchase or otherwise retain them.
- 2.10.3. Subject to the prior consent of the Department and pursuant to standard condition 19.5 of the Hire Agreement, the Licensee may modify or add additional permanent assets to the pool. The Licensor's consent may specify an additional licence fee payable to the Department and the timing of any such payments. Any additional assets are to be constructed in accordance with Department standards and requirements. The added asset(s) become part of the pool facility and will be added to the Licensor's pool inventory.

2.11. OTHER COMMERCIAL ACTIVITIES OR EVENTS

- 2.11.1. The Licensee must apply in writing to the Principal for approval to conduct other commercial activities or events (e.g. pool parties) prior to commencement of such activities. The Department's approval will be provided in writing within fourteen (14) days of the request, provided that the proposed activities (and any associated vehicle traffic):
1. can be accommodated at the premises;
 2. comply with the Department's policies, planning and local laws; and
 3. are not disruptive to other activities at the facility.

2.12. MARKETING AND PROMOTIONS

- 2.12.1. The Licensee is responsible for all marketing and promotional activities for operation of the pool. The Licensee is required to undertake a program of marketing and promotion of services to attract participation of the local community. Offeror's are required to submit a plan for marketing activities with their response.
- 2.12.2. All signage and/or marketing for the pool is required to be appropriate for a school pool and will be approved at the discretion of the Principal.
- 2.12.3. For Advertising conditions refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 2 – Standard Conditions, clause 8. *Advertising*.

2.13. LICENSEE ACCESS TO THE PREMISES

- 2.13.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 4 – Plan of School and Premises.
- 2.13.2. Pool patrons and staff may access the pool via the pedestrian gate located near the pool entry.
- 2.13.3. The Licensee will be provided with two (2) sets of keys from the school's key matrix, for the:
- Main entry;
 - Gates;
 - Pool Sheds
 - Kiosk; and
 - Plant room.
- 2.13.4. The Licensee will not distribute keys to any person not directly engaged in the delivery of the required services without prior written approval from the Principal.

2.13.5. As a key service provision provider, the Licensee or their authorised representative is expected to attend pool management meetings and to communicate any decisions made at these meetings to their staff.

2.14. UNAVAILABILITY OF PREMISES

2.14.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 2 – Standard Conditions, clause 23. *Unavailability of Premises*.

2.15. PERMITTED USAGE OF FACILITIES

2.15.1. Refer: Hire Agreement - Swimming Pool - Department of Education Premises (v2024) Part 1 – Application Form, *Item 16. Permitted Use*.

2.16. REPORTING

2.16.1. Reporting may be requested during the licence for review purposes only.

2.16.2. It is a requirement for the Licensee to submit reports where requested for the licence.

2.16.3. The Department could potentially require reports in respect of the:

- Licensees current insurance certificates;
- Licensee and staff certifications; and
- Details of services delivered.

2.16.4. All reports are to be provided within five (5) working days of request at no charge to the Licensor.

2.16.5. All reports are to be accompanied by the successful Offeror(s) written certification that the information contained in it is correct and current.

2.17. PERFORMANCE MANAGEMENT MEETINGS

2.17.1. The Principal reserves the right to initiate meetings with the Licensee to carry out an assessment of compliance against the requirements of the licence, standards and policies.

2.17.2. The Licensee is required to attend all performance evaluation meetings as determined by the Principal throughout the licence at no cost to the Licensor.

2.18. OTHER REQUEST FOR QUOTE REQUIREMENTS

2.18.1. Site Visit (Mandatory)

2.18.1.1. It is a **mandatory** condition of this Invitation to Offer for all Offeror's to attend a scheduled site visit at the premises on **Thursday 26th June 2025 at 2:00pm or Monday 14th July 2025 at 10:00am** and sign the attendance forms.

2.18.1.2. All Offeror's wishing to attend this site visit are required to register their intention to attend prior to scheduled site visits **by contacting Naomi Mitchell (Facilities Officer) on facilities@kirwanshs.eq.edu.au**. This email should contain the name of the person who will be attending, their contact details and the company name.

2.18.1.3. The nominated contact for this site visit, **Naomi Mitchell** will have a site visit registration sheet which all Offeror's will be required to sign in and sign out on, to confirm their attendance for the duration of the site visit.

2.18.1.4. Offeror's who do not sign in and out of the mandatory site visit registration sheet will be deemed non-compliant and their offers will not be considered for evaluation.

2.18.2. Organisational Capabilities, Qualifications and Experience

2.18.2.1. Offeror's are requested to submit the names and qualifications of key personnel who will be involved in delivering the services under this licence.

2.18.2.2. Offeror's are requested to include the CVs of the key personnel, detailing their qualifications and experience in delivering services similar to those specified within the ITO.

2.18.3. Business Plan

2.18.3.1. Offeror's are required to submit an effective business plan / proposal within their response that provides evidence of an appropriate, sustainable business approach to promote increased patronage of the swimming pool facilities. The Business Plan is to include the following as a minimum:

- Operational -
 - Hours of Operation; and
 - Staffing levels and services provided (i.e. coaching, free time, canteen, swim squad, cleaning, pool parties, etc).
- Marketing -
 - Advertising Proposals; and
 - Proposals to increase patronage (e.g. promotional packages, pool party promotions).
- Financials –
 - Setting fee for monthly service access and commercial services;
 - Collection of fees;
 - Expected revenue from various services (e.g. canteen);
 - Expected outgoings (e.g. utilities, salaries & stock); and
 - Insurances Liability.
- Risk Management –
 - Staff contingencies;
 - Blue Card must be provided by all Offerors and Key Personnel;
 - Child safety;
 - Covid safety contingencies;
 - DOE Community use risk assessment;
 - DOE Hire agreement;
 - First aid emergency response plan; and
 - Evacuation and lockdown plans

2.18.3.2. Offeror's are required to detail a financial plan / budget that includes the Offeror's proposed monthly revenue percentage rate and monthly commercial services charge. (Refer 2.14);

2.18.3.3. The financial plan may be included within business plan.

2.18.4. Referees

2.18.4.1. Offers are required to provide details of three (3) referees (including the name of each referee, position, organisation and their contact details including phone number and email address), who can provide a supporting statement of the Offeror's ability to comply with the licence and requirements.

SECTION 2 – SUPPLIER RESPONSE (for Supplier completion)**HIRE OF SWIMMING POOL – Kirwan State High School**

Supplier to provide quotation details in this Section 2 and attach any additional information.
Please answer all questions and return both Section 1 and 2 when submitting your quotation.

SUPPLIER DETAILS

Supplier Name: (Offeror)	Contact Name:
Postal Address:	Post Code:
Phone:	Mobile Phone:
Email:	Fax:
ABN:	Is your Company registered for GST? <input type="checkbox"/> YES <input type="checkbox"/> NO

SUPPLIER RESPONSE SCHEDULE

OFFERED ANNUAL LICENCING FEE		OFFEROR'S RESPONSE		
<i>(Offerors annual fee annual fee for Kirwan State High School pool facility licence under a Hire Agreement)</i>		Offered Fee (excl. GST)	GST (per unit)	Total Fee (incl. GST)
Do you agree to pay the annual Hire Agreement fee detailed in Section 1-Attachment A / clause 2.9.1 Fees and Charges? <input type="checkbox"/> YES <input type="checkbox"/> NO If "NO", please detail your proposed annual Hire Agreement fee for consideration below. (Offerors Proposed Annual Hire Agreement Fee).		\$XXXXXX	\$XXXX	\$XXXXXX
Offerors Proposed Annual Hire Agreement Fee		\$XXXXXX	\$XXXX	\$XXXXXX
Other fees	Details:	\$XXXXXX	\$XXXX	\$XXXXXX
		TOTAL ANNUAL FEE		\$

Offerors Available Start Date/...../.....

Please answer all questions below

OFFEROR'S RESPONSE

Attach extra pages/s if necessary to provide adequate and complete response

1. Does your organisation agree to the following applicable terms and conditions which shall apply to any contract entered into as a result of this request for quote/ Expression of Interest?

Hire Agreement - Swimming Pool - Department of Education Premises (v 2024) – Part 2 Standard Conditions;

NOTE: If variations to the above applicable conditions of contract are submitted, the Customer reserves the right to reject that Offer and accept an Offer which fully complies with the relevant Conditions of Contract without amendment.

☐ YES ☐ NO

If 'NO', give details of each and every aspect where there is not agreement.

2. Does your offer fully comply with the quote requirements and specifications detailed in Section 1 – Attachment A – Specifications?

☐ YES ☐ NO

If "NO", give details of each and every aspect of non-compliance

3. Do you agree to enter into a Hire Agreement and agree accept

☐ YES ☐ NO

SUPPLIER NAME:

Please answer all questions below	OFFEROR'S RESPONSE <i>Attach extra pages/s if necessary to provide adequate and complete response</i>
and comply with the stated requirements, specifications and conditions within <i>Section 1 – Attachment A – Specifications and Hire Agreement - Swimming Pool - Department of Education Premises (V 2020)</i> ?	If "NO", give details of each and every aspect of non-compliance
4. Do you agree to pay the annual Hire Agreement fees detailed in <i>Section 1-Attachment A / clause 2.9.1 Fees and Charges?</i> (Fees offered will be evaluated and scored against the value delivered).	Issue response against – OFFERED ANNUAL LICENCING FEE /OFFERS RESPONSE
5. Please confirm that you agree to comply and adhere with all Mandatory Requirements detailed in <i>Section 1 - Attachment A – Specifications</i> including: <ul style="list-style-type: none"> • Clause 2.4 Regulation, Guidelines And Compliance; • Clause 2.5 Qualifications; • Clause 2.7 Insurances; and • Clause 2.8 Safety On Site. 	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, give details of non-compliance
6. Please confirm you have included an effective business plan / proposal as part of your response for consideration. (Refer section 2.19.3 – Business Plan	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, give details of non-compliance
7. Please confirm you have included details of the key contact person/account manager and information including CV and referees to support your capabilities, qualifications, experience in delivering services similar to those specified within this Request for Quote/Expression of Interest to support your application.	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, give details of non-compliance
8. Will your Offer be valid for 90 days?	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, give details of offer validity
Supplier Comments / Additional information:	

SUPPLIER AUTHORISATION

This quote is submitted by the authorised business/company representative:

...../...../.....
Signature	Name and Position	Date

Privacy Statement - The Department is collecting information from the Offeror, which may include personal information, for the purpose of administering the quotation process and contract. This information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the quotation process and contract or made publicly available in accordance with the requirements of the Queensland Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

SUPPLIER NAME:
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APPENDIX A : Conflict of Interest Declaration

A conflict of interest occurs where:

- A person's personal or corporate interests, affiliations or past or present relationships impact on the impartial assessment of the submitted tender; or
- Might be perceived by a reasonable person as potentially prejudicing the impartial assessment of the submitted tender or affording an offeror an unfair or improper advantage through access to information that ought to have been confidential

Anyone involved in the tender may be subject to a conflict of interest – this may include Departmental officers or anyone involved in the process on behalf of a supplier including employees, subcontractors or any other officer including Directors of the company.

A conflict of interest may arise where as a result of circumstances that are incompatible with the duties owed to the department undertaking a procurement process.

This also includes situations where a person has received a gift or benefit by a person or organisation involved in bidding for a procurement or grant.

A conflict of interest also extends to organisations as a whole. For example, in situations where an organisation has been contracted to provide advice to a Government entity in relation to a procurement activity, and the organisation also has a commercial relationship with a procurement tenderer.

If in doubt it is always the safest approach to declare any potential or possible conflicts, perceived or otherwise.

If the conflict can be mitigated or managed then please provide your proposed mitigations so that the Department can make an informed risk-based decision about how to best proceed.

It is far easier to manage or mitigate any conflicts early on in the tender process rather than at the end of assessment where the safest approach may simply be to avoid conflicts by excluding offers where undisclosed risks or conflicts have been discovered.

- In submitting this tender response, the tenderer represents and warrants the following:
 1. **No Actual or Potential Conflict of Interest.** That the tenderer has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the impartial assessment of the submitted tender or the ongoing performance of its obligations if awarded the contract.
 2. **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, the tenderer shall immediately inform the agency in writing of such conflict.
 3. **Termination for Material Conflict.** If, in the reasonable judgment of the agency, such conflict poses a material conflict to and with the performance of tenderer's obligations under this Agreement, then the agency may set aside the submitted tender immediately upon written notice to tenderer; such termination of the Agreement shall be effective upon the receipt of such notice by Tenderer¹.

(Check relevant box)

- ☐ My Business and/or executive officers, to the extent reasonably ascertainable, **do not have** a conflict of interest, but if a conflict of interest arises during the course of any invitation/offer I will, as soon as practicable, disclose the nature of the interest and conflict to the procurement delegate; or
- ☐ My Business and/or executive officers **have** an interest that conflicts or may conflict with the impartial assessment of the submitted tender, including the fair and transparent evaluation of offers, and may adversely affect the Department's ability to perform its functions or exercise its powers.

.....

Signed:

Witness
Signature:

Full
Name:

Full Name:

Position
Title:

Position
Title:

Date:

Date:

Note: Witness must be an Australian Resident over the age of 18 years

¹ <https://www.contractstandards.com/public/clauses/conflict-of-interest-independent-contractor>

SUPPLIER NAME:

.....