



Contract Details

RPEQ Supervision Services

Contract Number: KE140222

Mount Isa Water Board

Phoenix Security Services Pty Ltd 54 152 976 246

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1 Introduction

This whole document forms part of the Contract.

The Supplier must complete all sections of this document. The Supplier must not make any changes to the structure of this document. If the Supplier does not agree with any sections of this document that have been completed by the Customer, the Supplier must identify its proposed changes to the Contract in section 3.4 (Contract departures – Supplier Changes).

Changes which do not comply with the requirements in this section do not form part of the Contract

2 General information

No.	Topic	Details
1	Customer	Name: Mount Isa Water Board ABN or ACN: 97 761 284 021
2	Customer contact details	Contact person: David Schraag Position: Maintenance Superintendent Street address: Cnr Barkly Highway & Carbonate St, Mount Isa, Queensland Postal address: PO Box 1712, Mount Isa Queensland, 4825 Email: dschraag@mountisawater.qld.gov.au All notices and other communication relating to the Contract are to be sent to the Customer at the details set out in this item, or any updated details that the Customer provides to the Supplier in writing.
3	Supplier	<i>The Supplier must complete these details.</i> Name: Phoenix Security Services Pty Ltd ABN or ACN: 54 152 976 246
4	Supplier contact details	<i>The Supplier must complete these details.</i> Contact person: Glenda Pastoor Position: Director Street address: 31-33 Commercial Road Mount Isa 4825 Postal address: P O Box 937 Mount Isa 4825 Email: mail@phoenixsecurityservices.com.au

No.	Topic	Details
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All notices and other communication relating to the Contract are to be sent to the Supplier at the details set out in this item, or any updated details that the Supplier provides to the Supplier in writing.

5 **Subcontractor(s)** *The Supplier is to provide the names, legal entity type and contact details of all subcontractors that the Supplier intends to use, and the obligations that will be subcontracted to each subcontractor. Repeat as necessary.*

Name (and legal entity): NOT App

Street address:

Postal address:

Obligations:

6 **Contract term** Start date: 01 May 2022
End date: 30 April 2024
Extension options: Option to extend for one year.

7 **Cap on liability** The Supplier's liability is limited as follows. The respective limits apply to the sum of the respective claims and not to each claim:

- a) for claims in respect of or arising out of death or personal injury
 - i. unlimited
- b) for loss of rents, income (other than arising out of death or personal injury) and the opportunity to earn profits, and indirect and consequential loss
 - i. Nil
- c) for all other claims whatsoever, is the greater of:
 - i. \$5 million or as limited by law or binding scheme (specified below).

If the Supplier seeks to limit its liability in accordance with a binding scheme under the Professional Standards Act 2004 (Qld) then specify the scheme below and the limits of liability that apply:

Binding Scheme applicable: <<insert>>

Summary of liability cap: <<insert>>

8 **Insurance** *The Supplier is to insert details of its policies as specified below (repeat as required) and provide a copy of a certificate of currency for each policy.*

Workers compensation insurance as required by law

No.	Topic	Details
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Insurer: ASR (LLOYD'S OF LONDON)

Expiry: 14/2/2023 Policy Number: 3097/SEC/0131

Public liability and products liability insurance:

Minimum amount: \$20 million

Insurer: ASR (LLOYD'S OF LONDON)

Expiry: 14/2/2023 Policy Number: 3097/SEC/0131

Professional indemnity insurance:

Minimum amount: \$5 million

Insurer: <<insert>>

Expiry: <<insert>> Policy Number: <<insert>>

Other insurances:

9 **Customer inputs**

Phoenix Security Services will need the following list of things order to perform the Contract. Swipe cards for access premises, Chain of command for reporting and detailed maps of sites as well as alarm codes as required for buildings

10 **Site details**

Delivery address for Goods: See *"Request for Quote (RFQ) , Schedule B – Scope of Services"* for locations.

Location(s) for providing Services: See *"Request for Quote (RFQ) , Schedule B – Scope of Services"* for locations.

11 **Delivery requirements (Goods only)**

Not applicable.

12 **Authorisations**

The Supplier is to provide details of its authorisations.

Glenda Pastoor -0488733676

No.	Topic	Details
13	Security requirements	Not applicable.
14	Conflict of Interest	NIL

3 Terms and conditions of the Contract

3.1 Definitions and interpretation

The definitions and rules of interpretation applicable to the Contract are available on the [Department of Housing and Public Works website](#), current as at 07 February 2022.

3.2 Base terms

The Comprehensive Contract Conditions apply to the Contract. A copy of these terms is available on the [Department of Housing and Public Works website](#)], current as at 07 February 2022.

3.3 Contract departures – Customer changes

Changes made in accordance with this section that are agreed between the parties will override any other section of this document.

The Supplier must not make any changes to section 3.3 of this document. If the Supplier does not agree with any of the Customer changes, include those items as part of the Supplier's response to section 3.4.

Queensland Government Supplier Code of Conduct

The Supplier is to comply with all expectations as contained in the Queensland Government Supplier Code of Conduct. The Supplier is to notify the Customer, in writing, within ten (10) business days, should it cease to be compliant with the Queensland Government Supplier Code of Conduct.

The Customer reserves the right, at its sole and absolute discretion, to require the Supplier to provide confirmation of their compliance with the Queensland Government Code of Conduct Code.

The Queensland Government may, from time-to-time, update or amend the Queensland Government Supplier Code of Conduct. The Supplier is solely responsible for informing themselves and ensuring compliance with any updated or amended Queensland Government Supplier Code of Conduct. The Customer is under no obligation to inform the Supplier of any updates or amendments to the Queensland Government Supplier Code of Conduct.

Queensland Government Ethical Supplier Threshold

The supplier must comply with the Ethical Supplier Threshold during the term of the contract. Information about the supplier relevant to compliance with the Ethical Supplier Threshold may be held by the QPP Compliance Unit or any Government Department or Instrumentality and be taken

into account for determining the supplier's compliance with the Ethical Supplier Threshold.

Without limiting the Customer's rights and remedies under the termination clause, where the Customer suspects the Supplier has not complied with the Ethical Supplier Threshold, the Customer may require the supplier to show cause with notification in writing as to why the customer should not terminate the contract. If the supplier fails to show reasonable cause by the date specified in the Notice, then the customer is entitled, upon Notice to the supplier, to immediately terminate the contract.

3.4 Contract departures – Supplier changes

Changes made in accordance with this section that are agreed between the parties will override any other section of this document.

If the Supplier proposes any additional clauses or any changes to the base terms (identified in section 3.2), as modified by any Customer changes in section 3.3, the Supplier is to set them out here.

The Supplier must set out Supplier changes in the requested format and clearly indicate which part of the Contract it is proposing to change (including clause numbers) using the table below. Repeat rows as required.

The Supplier is to respond to any Customer changes from section 3.3 which it does not agree with, in this section.

Repeat as required.

Clause No.	Reason for change requested	Change proposed
<i>Suppliers insert clause it wishes to amend</i>	<i>Supplier to explain the reason why a change is necessary.</i>	<i>Supplier to insert alternative position or proposed amendments to the clause.</i>

4 Forming the Contract

4.1 Acknowledgements and certifications

The Supplier:

- (a) agrees to provide the Goods, Services, and other Deliverables to the Customer on the terms described in the Contract.
- (b) certifies that it has read, understands, and complies with all the requirements of the Contract.
- (c) acknowledges that only proposed Contract changes which comply with sections 3.3 and 3.4 form part of the Contract.
- (d) represents that all the information provided by it and referenced in the Contract is complete, accurate, up to date and not misleading in any way.

-
- (e) acknowledges that the Customer is relying on the information provided by the Supplier and referenced in the Contract in entering into the Contract.
 - (f) acknowledges that the Customer may suffer damage if any of that information is incomplete, inaccurate, out of date or misleading in any way.

Schedule 1 – Requirements

The Supplier must provide the Services specified below to the Customer, in accordance with the Requirements described in this Schedule.

1. Requirements for Goods

Not applicable.

2. Requirements for Services

The Supplier will provide routine after-hours security patrols, checks, inspections, and alarm response at the Customer sites specified in **Schedule B – Scope of Services** in the **Request for Quote (RFQ)** attached to the Q-Tenders request.

3. Key Personnel

The Supplier must provide the names and contact details for all Key Personnel that the Supplier intends to use and summarise the role of each Key Personnel and key obligations they will be responsible for. The Supplier must separately provide a copy of all Key Personnel CVs. Repeat as necessary.

Name and Position	Contact details	Role / Key obligations	Committed level
Glenda Pastoor Director	Ph:0488733676 Email: mail@phoenixsecurityservices.com.au	<ul style="list-style-type: none"> • Manage the operation and admin. • Lead and motivate the team. • Manage performance. • Solve problems. • Care for the health, safety, and welfare of your people. 	<p>24 hrs per day</p> <p>7 days a week</p> <p>52 week a year</p>

4. Other Requirements

Not applicable.

Schedule 2 – Price and Payment Terms

If the Customer has provided a specific document/template for the Supplier to use to submit pricing information (e.g. Excel spreadsheet), then the Supplier must submit pricing details in the required format. If not otherwise specified, Suppliers may complete this section in any appropriate format, but Suppliers must address all items.

2.1 Price

The Supplier must itemise all amounts that the Customer is to pay in relation to the Contract,

R48 Patrols - \$60.00 per patrol per night

Scenic Drive Patrols - \$60.00 per patrol per night

Booster Plant - \$45.00 per patrol per night

Clear Water - \$60.00 per patrol per night

C 4 - \$60.00 per patrol per night

Treatment Plant - \$60.00 per patrol per night

MIWB Office - \$45.00 per patrol per night

Pricing method

Is time on site and driving to and from each site

fixed price per month \$11,862.50

The GST component is to be separately identified.

All sites will have 10% GST Added to invoice

2.2 Price reviews

If the Supplier proposes that the Prices will be changed during the term of the Contract, the Supplier must clearly set out the times that the review will occur and the Price review mechanism.

Not Applicable

2.3 Payment plan/milestones

The Supplier is to describe when Customers will be invoiced for Goods/Services provided to Customers,

Monthly invoicing

2.4 Payment methods

Mount Isa Water Board will utilise EFT or Cheque payment methods.

2.5 Discounts or rebates

The Supplier is to set out details of any applicable discounts (e.g. trade discounts, early payment discounts, volume discounts) or rebates.

Not Applicable

2.6 Other pricing information

Alarm Responses charges at \$50.00 per 30 min on site or part there of and \$1.00 per min there after

The GST component is to be separately identified.

Alarms will have 10% GST Added to invoice

The Supplier must set out any other matters which may affect the Prices. The Prices will not be changed in response to any event which is not described here.

Schedule 3 – Performance Measurement

This Schedule describes how the Supplier’s performance will be measured under the Contract, including:

- Key performance indicators, minimum service level requirements, acceptance criteria or other performance measures proposed by the Customer.
- Details of how KPIs will be measured (e.g. identify reports)
- Consequences if performance is unsatisfactory.

The Supplier must respond to the performance measures proposed by the Customer in this Schedule. The Supplier can also suggest additional or alternative performance measures.

Key Performance Indicators / Service Levels

KPI	Performance Target	Frequency of Measurement	Consequence of failure
Quality	Completion of routine security patrols at all sites outlined in Schedule B – Scope of Services in the Request for Quote (RFQ) .	Semi-Annual	Poor Supplier reputation with the Customer. Non-compliance with contractual terms.
Quality	Patrol officers lock and unlock the front and rear gates at the times specified in Schedule B – Scope of Services in the Request for Quote (RFQ) .	Semi-Annual	Poor Supplier reputation with the Customer. Non-compliance with contractual terms.
Safety	Ensure all patrol officers are inducted with MIWB, prior to attending site.	Semi-Annual	Poor Supplier reputation with the Customer. Non-compliance with contractual terms.
Quality	Respond to alarms and attend site as soon as reasonably practicable from initial notification.	Monthly	Poor Supplier reputation with the Customer. Non-compliance with contractual terms.
Quality	All patrol officers have the required certifications, qualifications or hold the necessary licenses before attending site.	Semi-Annual	Poor Supplier reputation with the Customer. Non-compliance with contractual terms.
Quality	Report any prohibited activities to the MIWB Contract Manager within 12 hours.	Semi-Annual	Poor Supplier reputation with the Customer. Non-compliance with contractual terms.

Safety	The Supplier works safely, adheres to JSEAs, and does not have any safety incidents while on site	Semi-Annual	The Customer will stop work on the site until such time it is satisfied that work will proceed safely. This may also amount to a termination of the contract.
Financial	The Supplier undertakes the Services without submitting variations with a financial impact	End of contract	The Customer will not approve variations if the work is outside the Supplier's scope
Reporting	Reports are provided to a high quality on the dates required (refer to Schedule 4 – Governance)	End of contract	The Customer may ask reports or schedule to be revised, until it is at an appropriate standard
Customer Service	Issues are resolved within the time agreed when the issue is first raised	Individual Basis	Poor Supplier reputation with the Customer

Schedule 4 – Governance

This Schedule sets out governance arrangements applicable to the Contract.

4.1 Reporting requirements

The Supplier must provide the following reports:

- **Performance Report (Semi-Annual)** – Outlining compliance against all KPIs and items outlined in Schedule B – Scope of Services documented in the Request for Quote (RFQ). Submission date and time to be agreed between Customer and Supplier.
- **Alarm Response Report (Monthly)** – Overview of all alarms that were activated (at Head Office – 31 Carbonate Street and MITR) and commentary on response times and response actions.
- **Prohibited Activities** – Written notification (i.e., email) within 48 hours to the MIWB Contract Manager following any prohibited activities.

The Customer must provide the following reports:

Not applicable.

4.2 Meeting requirements

The Supplier must attend the following meetings:

- Semi-annually to discuss the performance report; and
- At any other time as required by the Customer.

4.3 Escalation of issues

If issues require escalation they will be escalated to the Chief Executive Officer (Level 2) and if not resolved the Board (Level1) for the Customer and for the Supplier Level 2 escalation will be to *Manager* and Level 1 escalation will be to *Director*

4.4 Other governance or quality assurance requirements

Nil.



ASR

Underwriting
Agencies

www.asruw.com.au

LIMIT/EXCESS
PUBLIC LIABILITY: \$20,000,000 ANY ONE OCCURRENCE
PRODUCTS LIABILITY: \$20,000,000 ANY ONE OCCURRENCE AND IN AGGREGATE

EXCESS
ALL CLAIMS: \$2,500 EACH & EVERY CLAIM INCLUDING COSTS/EXPENSES
CROWD CONTROL/
ASSAULT & BATTERY: \$25,000 EACH & EVERY CLAIM INCLUDING COSTS/EXPENSES
FIREARM AND WTW: \$25,000 EACH & EVERY CLAIM INCLUDING COSTS/EXPENSES

TERRITORIAL LIMITS: WORLDWIDE EXCLUDING USA AND CANADA

JURISDICTIONAL LIMITS: AUSTRALIA WIDE

POLICY WORDING: SECURITY INDUSTRY VERSION 01/11/2018

EXTENSIONS
TENANTS LIABILITY; PRODUCTS LIABILITY

MISC ERRORS & OMISSIONS
LIMIT: \$1,000,000 ANY ONE CLAIM & IN AGGREGATE
RETROACTIVE DATE: 14/02/2018

FIREARM SUBJECT TO TERMS AND CONDITION
LIMIT: AS PER POLICY LIMIT

CROWD CONTROL EXCLUDING QUARANTINE HOTELS, PRIVATE PARTIES AT PRIVATE HOMES AND LICENSED PREMISES INCLUDING HOTELS, RSL, PUBS, CLUBS & NIGHTCLUBS/DISCOS AND THE LIKE
LIMIT: AS PER POLICY LIMIT

PROPERTY IN THE CARE, CUSTODY OR CONTROL
LIMIT: \$100,000 ANY ONE OCCURRENCE AND IN AGGREGATE

LOSS OF CLIENTS KEYS
LIMIT: \$50,000 ANY ONE OCCURRENCE AND IN AGGREGATE

CASH IN TRANSIT
CASH LIMIT: UP TO \$25,000 ANY ONE OCCURRENCE AND IN AGGREGATE

This certificate is furnished at the request of the Insured as a matter of information only and does not constitute an insurance contract upon which claims can be made.

For and on behalf of ASR Underwriting Agencies Pty Ltd

Coverholder at **LLOYDS**

ASR Underwriting Agencies Pty Ltd
ABN 84 113 542 233 | AFSL 291522

25 Main Street | PO Box 491
Beenteigh Q 4207 Australia

P 07 3442 3333
F 07 3807 6839
E info@asruw.com.au



ASR Underwriting
Agencies

www.asruw.com.au

Certificate of Currency

31 January 2022
Ref: 19010341

Re: PHOENIX SECURITY SERVICES PTY LTD

This certificate of insurance confirms that cover has been issued subject to payment, policy terms and conditions.

Class : SECURITY INDUSTRY
Policy No. : 3097/SEC/0131
Period : 14/02/22 to 14/02/23
Insurer : LLOYD'S OF LONDON - B5 SECURITY

Covering:

INSURED: PHOENIX SECURITY SERVICES PTY LTD
(ABN 54 152 976 246)
SITUATION: 31-33 COMMERCIAL ROAD, MOUNT ISA QLD 4825
PERIOD OF INSURANCE: 14/02/2022 - 14/02/2023 AT 16.00 LOCAL TIME
UNDERWRITER: CERTAIN UNDERWRITERS AT LLOYD'S UNDER
AGREEMENT NUMBER ASRGLB2022
UNIQUE MARKET REFERENCE NUMBER B1670ASRGLB2022

NOTE THAT IN EFFECTING THIS CONTRACT WE ARE ACTING UNDER THE AUTHORITY GIVEN TO US BY CERTAIN UNDERWRITERS AT LLOYD'S AND ARE ACTING AS AN AGENT FOR THE INSURER AND NOT THE INSURED.

COVERAGE

LEGAL LIABILITY IN RESPECT OF PERSONAL INJURY OR PROPERTY DAMAGE

BUSINESS ACTIVITIES: STATIC GUARDING, MOBILE PATROLS, ALARM RESPONSE,
ATM GUARDING, ATM RESPONSE INCLUDING SERVICE &
MAINTENANCE (SLM), CASH IN TRANSIT,
USE OF FIREARMS, AND CROWD CONTROL AD HOC
AT CLONCURRY RACE CLUB, SANFORD RACES & BOULIA RACES
ON RACE DAYS AND POST OFFICE HOTEL FOR
SPECIAL EVENT ONLY

Coverholder at **LLOYDS**

ASR Underwriting Agencies Pty Ltd
ABN 84 113 542 233 | AFSL 291522

25 Main Street | PO Box 491
Beentleigh Q 4207 Australia

P 07 3442 3333
F 07 3807 6839
E info@asruw.com.au



Request for Quote (RFQ)

Mount Isa Water Board

RFQ Title: MIWB Security Patrols

Reference No: KE14022022 Date of Issue: 14/02/2022

Privacy Notice: The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and Contract. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Government's procurement policy. An individual is able to gain access to Personal Information held by the Customer about the individual in certain circumstances.

Goods and/or Services requirement	
Description of Goods and/or Services required	Routine after-hours security patrols, checks, inspections and alarm response for Mount Isa Water Board's primary facilities and amenities, including Main Office, Mount Isa Terminal Reservoir, C4 Valve Station, Clear Water Lagoon, Barramundi Way and Kingfisher Point, Blackrock and Transport Bay, Lookout and Warrina Park. This will also include locking and unlocking the front and rear gate at the R48 Reserve (Lake Moondarra).
Specifications and/or scope of works	Refer to Appendix B for the Scope of Works.
Key Deliverables and/or milestones	Provide routine security patrols, checks, inspections and alarm responses in accordance with the Scope of Works (refer to Appendix B). This will also include locking and unlocking the front and rear gate at the R48 Reserve (Lake Moondarra).
Delivery address of Goods and/or Services	The Services required will be undertaken at the following primary locations in Mount Isa, Queensland. Refer to Appendix B for specific times required at these locations. <ul style="list-style-type: none"> • MIWB Main Office, 31 Carbonate Street Mount Isa. • Mount Isa Terminal Reservoir 1 May Downs Road Mount Isa. • C4 Valve Station, Corner of Barkly Highway and West Bank Road • MIWB Clear Water Lagoon, Moondara Drive, 9.8km off the Barkly Highway heading South- East • Lake Moondarra R48 Reserve: Barramundi Way, Kingfisher Point, Blackrock, Transport Bay, Moondarra Lookout and Warrina Park.
Delivery period	The Services will be required for a period of two years from the contract commencement date, with an option to extend for one year.
Insurance requirements	Workers' Compensation Insurance in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003</i> (Qld); <ul style="list-style-type: none"> (a) Public Liability insurance for a minimum of \$20 million in respect of each claim (b) Professional Indemnity Insurance for a minimum of \$5 million in respect of each claim
Corporate social responsibility	The Queensland Government recognises that social procurement can be used to support social priorities. By harnessing the collective strength of government and industry, social procurement can secure jobs for vulnerable and disadvantaged jobseekers, supporting workforce diversity and meaningful inclusion for all Queenslanders. Social benefits might include: <ul style="list-style-type: none"> • promoting more diverse and inclusive workforces • creating training and employment opportunities • addressing complex local challenges, such as intergenerational unemployment, crime, vandalism and economic decline in local communities or amongst disengaged groups • encouraging local economic development and growth • helping people to participate in the community and the economy

	<ul style="list-style-type: none"> engaging small-to-medium enterprises and social benefit suppliers, providing them with the same opportunities as other businesses.
Ending Domestic and Family Violence	The Queensland Government is committed to ending domestic and family violence. Through its response to the Not Now, Not Ever report, government recognised that addressing domestic and family violence requires a whole of community coordinated response. This means not just government, but also businesses, community groups and every individual taking responsibility for creating cultural change. This includes working with organisations who have a zero tolerance to domestic and family violence and a workplace approach to preventing or addressing domestic and family violence.
Ethical Supplier Threshold	Ethical Supplier Threshold means the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy. Compliance with the Threshold is a mandatory criterion in order to be considered for the RFQ processes. If a supplier answers 'yes' to any of the Threshold criteria, then its offer is considered non-conforming.

Section 1 – Requirements

Important information about submitting a quote:	
RFQ Conditions	This Request for Quote (RFQ) process will be governed by the RFQ Conditions contained in Schedule A.
Contract terms and conditions	See Section 2 below for details of the Contract that applies if the Customer proceeds with the Supplier's quote.
Evaluation criteria	<p>Quotes will be evaluated based on the following selection criteria:</p> <ol style="list-style-type: none"> 1. Ability to deliver on the Scope of Works, 2. Capability and relevant experience, 3. Commitment to OH&S, 4. Corporate social responsibility, 5. Quality and reliability of services, 6. Cost & Value for Money, 7. Compliance with the expectations in the Queensland Government Supplier Code of Conduct, 8. Contract Compliance, 9. Insurance, 10. Conflicts of interest. <p>Mandatory Criteria - compliance with the Ethical Supplier Threshold</p>

Providing a quote	Suppliers must complete Section 3 – Supplier Response . If submitting an alternative offer, Suppliers must explain how the alternative better meets the Customer's objectives.
How to lodge a quote	Quotes are to be submitted by Queensland Government e-Tendering website: www.tenders.qld.gov.au , by the Closing date and time.
Closing date and time	12:00pm EST on Friday 11 th March 2022
Offer Validity Period	120 days
Contact officer	All enquiries regarding this RFQ should be directed to: Name: David Schraag Position: Maintenance Superintendent Phone: 0435919458 Email dschraag@mountisawater.qld.gov.au
Briefing session / Site Visit	Mount Isa Water Board will hold a site inspection on 28/02/2022 (Monday 28th February 2022), or at another time as agreed between the parties. It is not mandatory for Suppliers to attend the site visit in order to submit an offer, however, it is encouraged to ensure that the response is suitable and relevant. A maximum of two persons per tender are permitted to attend. Requirements for site visit are appropriate PPE including safety glasses, safety boots, long sleeve shirt, long pants and a face mask. All questions are to be submitted via Q-Tenders post site visit by 07/03/2022 (Monday 7 th March 2022)
Complaints	If at any time during the Invitation Process a Supplier considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the Customer contact person, the Supplier may request for the issue to be dealt with in accordance with the Customer's complaint management process and directed to: Name: Blake Nicolson Position: Interim Chief Executive Officer Email: bnicolson@mountisawater.qld.gov.au

Section 2 – Terms and conditions of the Contract

General Contract Conditions

Any contract arising from this RFQ process will be governed by the **Contract Details** (attached) and the **Comprehensive Contract Conditions** available on the [Department. of Housing and Public Works website](#) . The definitions and rules of interpretation applicable to the Contract are available on the [Department. of Housing and Public Works website](#).

Any contract departures or special conditions that apply to the Contract are specified in the Contract Details (attached).

Section 3 Supplier Response

Suppliers must complete and sign the attached contract details as a part of response and complete the below.

Conflict of interest

Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the Invitation Process, or performance of the Contract (if the Supplier is successful). If there is nothing to declare, please insert "None".

NONE

Supplier Code of Conduct

Is your organisation compliant with the expectations as contained in the Queensland Government Supplier Code of Conduct? please insert "Yes/No".

YES

Ethical Supplier Threshold

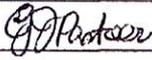
Is your organisation compliant with the mandatory criteria that the supplier must comply with the Ethical Supplier Threshold?

After 1 August 2019, has the supplier:

- contravened a civil remedy provision of Chapter 2 or Chapter 3 of the Fair Work Act 2009 (Cth), or committed an offence against the Fair Work Act?
- contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the Industrial Relations Act 2016, or committed an offence against the Industrial Relations Act, or failed to pay employment related levies, or other payments, established under Queensland legislation?
- failed to make superannuation contributions on behalf of employees in accordance with law?
- purported to treat employees as independent contractors, where they are not?
- required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?
- engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees?
- entered into an arrangement for the provision of labour hire services with a person who is not licensed under the Labour Hire Licensing Act 2017, or a supplier who is an unlicensed provider under the Act?
- paid employees wages below those provided for in an applicable modern award?

We are Compliant with all the above

Authorisation and execution by Supplier

As the authorised officer named below, I certify that:	
(a) I am authorised to submit the Supplier's response as the Supplier's representative.	
(b) The Supplier understands and has complied with the Requirements of the Request for Quote.	
(c) The enclosed Response is complete, accurate and not misleading in any way.	
Name:	Glenda Pastoor
Position:	Director
Signature:	
Date:	22/02/2022

Schedule A – RFQ Conditions

1. Interpretation

These Request for Quote (RFQ) Conditions may be used where a Customer is seeking quotes to enter into a Contract.

The Ethical Supplier Threshold came into effect on 01 August 2019. The Ethical Supplier Threshold meaning is described in paragraph 2.3 of the Queensland Procurement Policy. Under the Ethical Supplier Threshold a Government Department or Instrumentality means any governmental regulator, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission.

2. Invitation Process

2.1. Supplier acceptance

By submitting a quote, the Supplier:

- (a) accepts these Request for Quote Conditions.
- (b) offers to enter into a Contract with the Customer to provide the Goods, Services and Deliverables,

and the Customer may accept the quote during the Offer Validity Period.

2.2. Customer discretion

The Customer may make any changes to the Invitation Process in its absolute discretion, by notifying the Supplier including by publication on the Queensland Government QTenders website. Without limitation, the Customer may:

- (a) add or change Requirements;
- (b) amend dates including extend the Closing date and time;
- (c) consider or reject a quote received after the Closing date and time;
- (d) accept non-Conforming Offers, alternative or innovative offers, quotes in part, or multiple quotes;
- (e) obtain information about the supplier relevant to the evaluation criteria that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer
- (f) reject any or all quotes;
- (g) amend the evaluation criteria stipulated in the Request for Quote;
- (h) exercise discretion in evaluating any subjective evaluation criteria;

- (i) negotiate with one or more Suppliers and allow any Supplier to vary its quote;
- (j) interview, negotiate or hold discussions with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others;
- (k) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (l) change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract; or
- (m) cancel the Invitation Process.

The Supplier will not make any claim in connection with a decision by the Customer to exercise or not to exercise any of its rights in relation to the Invitation Process.

3. Alternative offers

The Queensland Government procurement policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote the Customer's objectives.

4. No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the Request for Quote, the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier's quote.

5. Supplier cost

Participation in the Invitation Process is at the Supplier's cost. The Customer is not required to pay compensation to the Supplier in relation to the Invitation Process in any circumstances, for any reason.

6. Subject to contract

No contract will be formed between the Customer and the Supplier unless and until the Customer accepts the Supplier's quote in writing or both parties sign a contract document.

7. Compliance

The Supplier must:

- (a) **(communication)** direct all enquiries relating to the Request for Quote to the Customer's nominated contact person, and not discuss the Request for Quote with any other person except as required to prepare its quote.
- (b) **(accuracy)** ensure that all information provided as part of its quote is complete, accurate, current, and not misleading.
- (c) **(Laws)** comply with all Laws.
- (d) **(confidentiality)** keep confidential all Confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the Request for Quote, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Request for Quote, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (e) **(privacy)** if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the Customer with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information and comply with all reasonable directions of the Customer relating to the Personal Information;
- (f) **(no publicity)** not make any public announcements or advertisement relating to the Invitation Process.
- (g) **(competitive neutrality)** if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its quote to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (h) **(Personnel)** ensure that its Personnel also comply with these requirements.
- (i) **(accuracy of information)** ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Supplier in connection with the Invitation Process are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell the Customer if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

8. Anti-competitive conduct, conflict of interest and criminal organisations

8.1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services.

8.2. Conflict of Interest

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these RFQ Conditions or the proposed Contract, except as disclosed in the Supplier's quote.

The Supplier warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the Customer and the Supplier's interests during the Invitation Process.

The Supplier warrants that it will immediately notify the Customer if any Conflict of Interest arises after lodgement of the Supplier's quote.

8.3. Criminal organisation

The Supplier warrants that neither it or its Personnel:

- (a) have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
- (b) are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).

8.4. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's response to the Request for Quote and on an ongoing basis until the later of the Customer notifying the Supplier that its quote has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process ("relevant period").

The Supplier warrants that it will immediately notify the Customer if it becomes aware that any warranty made in this section was inaccurate,

incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

8.5. Breach of warranty

In addition to any other remedies available to it under Law or contract, the Customer may, in its absolute discretion (but is not required to), immediately disqualify a Supplier that it believes has breached any warranty in this clause.

9. Supplier Confidential Information

The Customer will keep confidential all Confidential Information of the Supplier which it obtains as part of the Invitation Process.

The Customer may use Supplier Confidential Information for the purposes of the Invitation Process.

The Customer may disclose Supplier Confidential Information:

- (a) to its Personnel for the purposes of the Invitation Process;
- (b) as required under the Right to Information Act;
- (c) as required by Law;
- (d) to a Minister, their advisors or Parliament;
- (e) to its professional advisors.

The Customer may publish information about the Invitation Process and any resulting Contract on the Queensland Contracts Directory, where required or recommended by Queensland Government procurement policy.

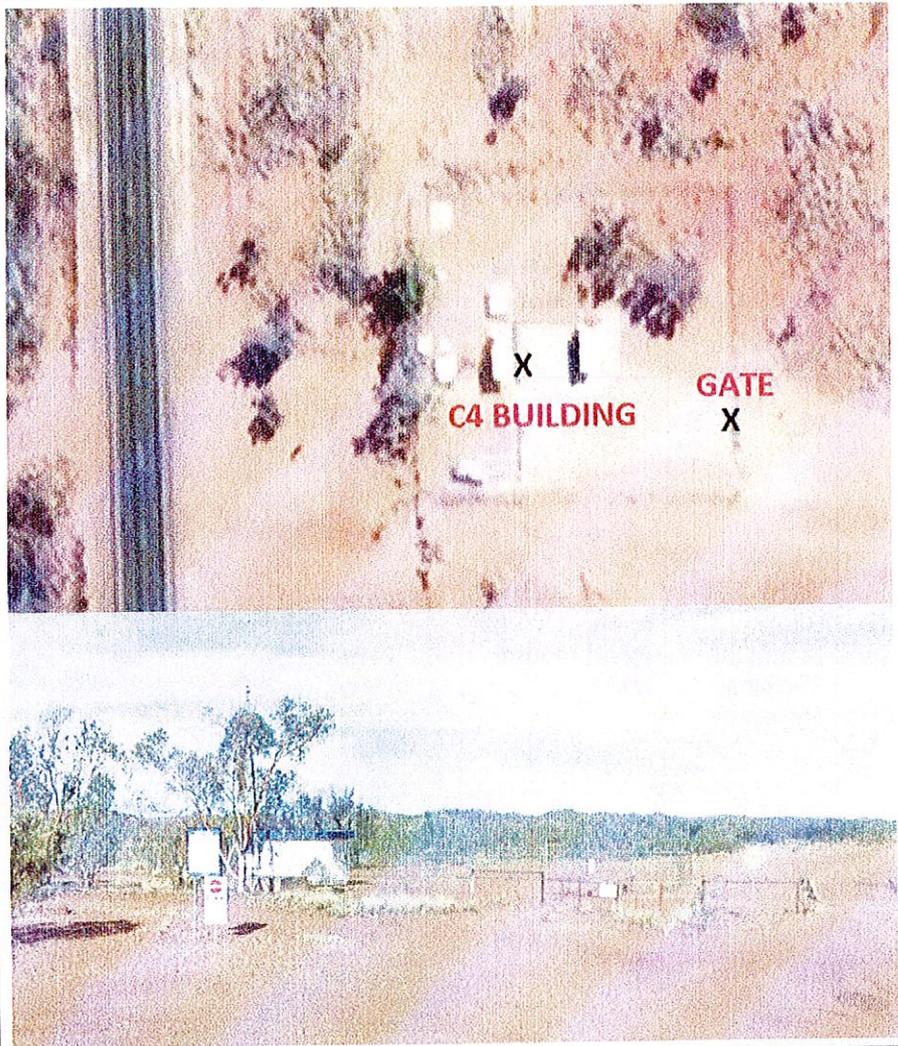
Schedule B – Scope of Services

1. Primary Locations

Location Name	Address	Description
<p>Site 1: MIWB Main Office</p>	<p>31 Carbonate Street, Mount Isa</p>	
<p>Site 2: Mount Isa Terminal Reservoir</p>	<p>1, May Downs Road Mount Isa</p>	

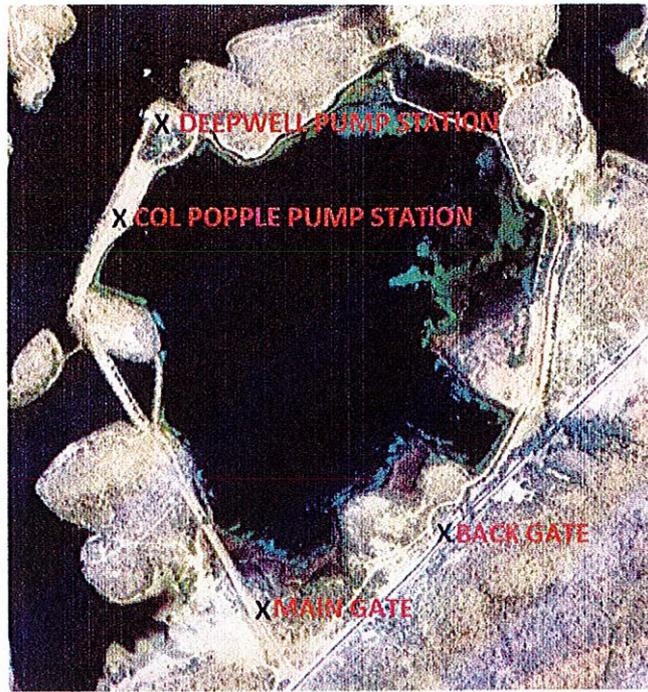
Site 3: C4
Valve
Station

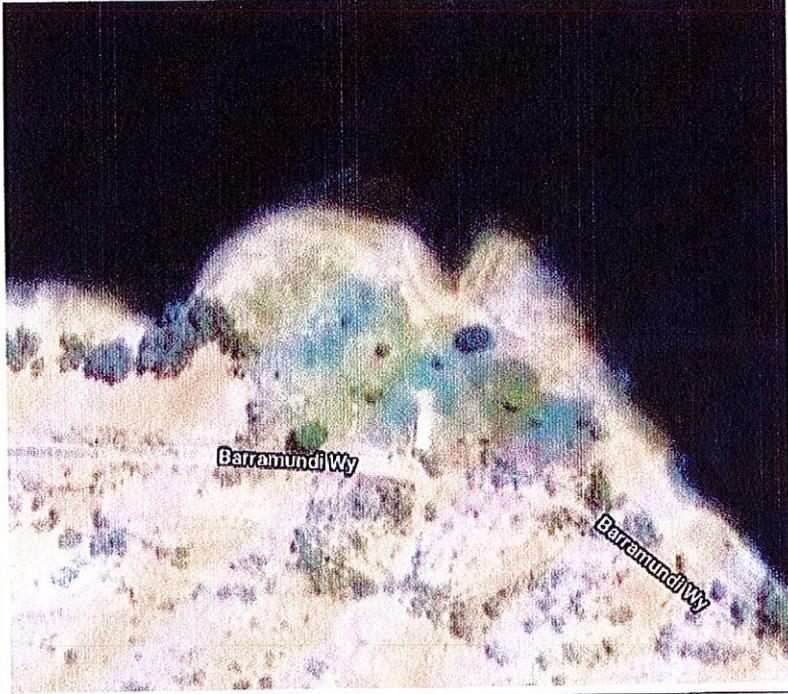
C4 Valve
Station, Corner
of Barkly
Highway and
West Bank
Road

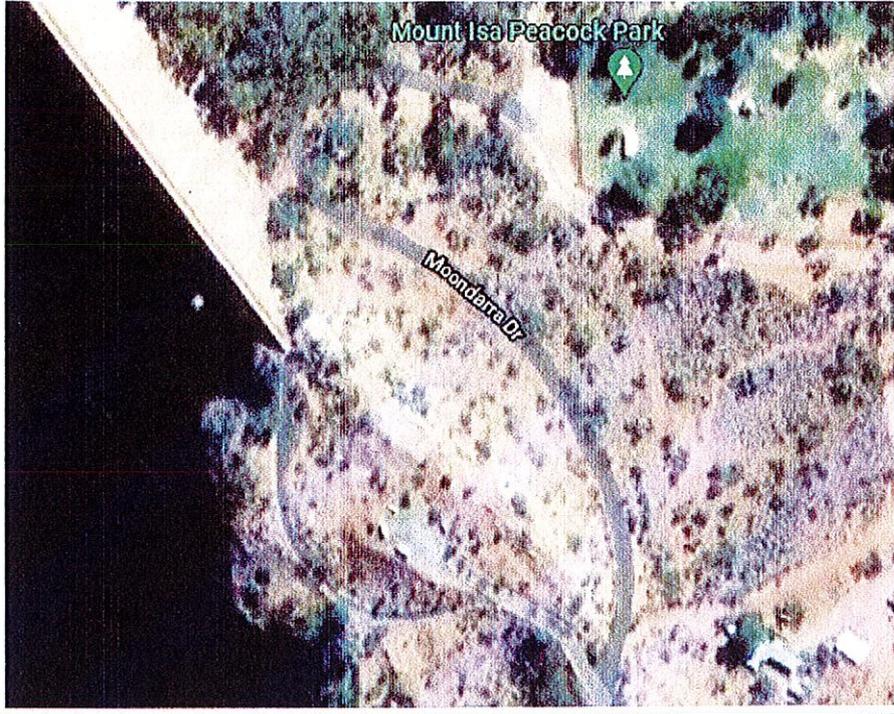


Site 4:
Clear Water
Lagoon

9.8km off the
Barkly
Highway
heading
South- East



<p>Site 5: Barramundi Way and Kingfisher Point</p>	<p>Barramundi Way, Mount Isa</p>	 An aerial photograph showing a coastal area. A road labeled 'Barramundi Wy' runs along the shore. Another road labeled 'Barran' is visible further inland. The terrain is a mix of light-colored soil and sparse vegetation.
<p>Site 6: Blackrock and Transport Bay</p>	<p>Barramundi Way, Mount Isa</p>	 An aerial photograph showing a coastal area with a prominent rocky outcrop. A road labeled 'Barramundi Wy' runs along the shore. Another road labeled 'Barramundi Wy' is visible further inland. The terrain is a mix of light-colored soil and sparse vegetation.

<p>Site 7: Lookout and Warrina Park</p>	<p>Barramundi Way, Mount Isa</p>	
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2. Scope of Services, Frequency and Timing by Location

Site	Requirements	Patrol Times (Frequency)
<p>Site 1</p> <p>Head Office, 31 Carbonate Street, Mount Isa</p> <p>(Refer to Page 12)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • Conduct a walkthrough of the office building (upstairs and downstairs), check for personnel, and arm alarm on exit. <p>Exterior Checks</p> <ul style="list-style-type: none"> • Check side gates are closed and locked. • Check front and back doors are closed and locked. • Visual inspections of exterior for signs of forced entry. <p>General</p> <ul style="list-style-type: none"> • When patrolling this site, any persons found present are to provide their MIWB access card; and if not presented, the officer is to contact the MIWB Contract Manager, and escort the person off site. • Respond to alarms outside of normal business hours. 	<p>7 days a week between the hours of 2200 and 0400</p>

<p>Site 2: Mount Isa Terminal Reservoir, May Downs Road</p> <p>(Refer to Page 13)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • Conduct a walkthrough of the MITR Old Control Room Building, check for personnel, and arm alarm on exit . Check Front, back and side doors closed/locked • Conduct a walkthrough of McNally Pump Station (just control room), check for personnel. Check Front, back and side doors closed/locked • Visually inspect pump station from top room and if person present go and request access card. • Enter through front gate and check the following buildings (doors are marked by "X") : • Filter plants 1- 6 - Personnel doors are closed/locked <p>Exterior Checks</p> <ul style="list-style-type: none"> • Front, back and side doors closed/locked • Visual inspections of exterior for signs of forced entry • Visually inspect pump station from top room and if person present go and request access card. <p>General</p> <ul style="list-style-type: none"> • When patrolling this site, any persons found present are to provide their MIWB access card; and if not presented, the officer is to contact the MIWB Contract Manager (Dave or on call superintendent) and escort the person off site. • Respond to alarms outside of normal business hours. • Exit through the rear gate and check it is locked. 	<p>Frequency is 7 days a week between the hours of 2200 and 0400</p>
<p>Site 3: C4 Valve Compound (Opposite George Fisher Mine)</p> <p>(Refer to Page 13)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • N/A <p>Exterior Checks</p> <ul style="list-style-type: none"> • Check gate is locked • Check the C4 buildings are locked, push door shut if found open 	<p>Frequency is 7 days a week between the hours of 2000 and 0400</p>

	<ul style="list-style-type: none"> • Visually check yard and ensure yard is locked. • Visual inspections of exterior for signs of forced entry and confirm building door is locked. <p>General</p> <ul style="list-style-type: none"> • When patrolling this site, any persons found present are to provide their MIWB access card; and if not presented, the officer is to contact the MIWB Contract Manager, and escort the person off site. • Check whether any audible alarms and if so contact MIWB Contract Manager. 	
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<p>Site 4: Clear Water Lagoon, Lake Moondarra Drive</p> <p>(Refer to Page 14)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • N/A <p>Exterior Checks</p> <ul style="list-style-type: none"> • Check main gate is locked • Check Col Popple Pump Station is locked and confirm no signs of forced entry • Check transfer pumps substation is locked and confirm no signs of forced entry • Check Deepwell pump station is locked and confirm no signs of forced entry • Check pontoon gate is locked. <p>General</p> <ul style="list-style-type: none"> • After above checks are performed exit out via the back gate. While travelling to back gate ensure no unauthorised persons (including campers). • When patrolling this site, any persons found present are to provide their MIWB access card; and if not presented, the officer is to contact the MIWB Contract Manager, and escort the person off site. 	<p>Frequency is 7 days a week between the hours of 2200 and 0400</p>
<p>Site 5: Barramundi Way to Kingfisher Point</p> <p>(Refer to Page 15)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • N/A <p>Exterior Checks</p>	<p>Frequency is 7 days a week at 2200 (including locking the gate), and 0600 on public holidays and Saturday mornings</p>

	<ul style="list-style-type: none"> • Lock back gate at 10:00pm, open back gate at 6:00am on Saturday mornings and all public holidays • Check Kingfisher Point for campers/visitors, move on if found <p>General</p> <ul style="list-style-type: none"> • Drive along Barramundi Way and look for campers, move on if found. If camper does not move on record registration number and report to the MIWB Contract Manager (next morning). If camper is aggressive report to the police immediately. • The MIWB Operations Superintendent will inform the security provider of approved campers or visitors in the park beyond the opening hours. The Operations Superintendent will CC Dave in on the approval email to security provider. • Locking the rear gate (located approximately 3km from start of Barramundi Drive) at 2200 every night and opening at 0600 on Sundays and public holidays. 	(including unlocking the gate)
<p>Site 6: Blackrock and Transport Bay</p> <p>(Refer to Page 15)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • N/A <p>Exterior Checks</p> <ul style="list-style-type: none"> • Look for campers, move on if found. If camper does not move on record registration number and report to the MIWB Contract Manager (next morning). If camper is aggressive report to the police immediately. <p>General</p> <ul style="list-style-type: none"> • Check campers at the Ski Club, prior notification will be provided by the MIWB Operations Superintendent (CC Dave in email to security provider). If no prior notification provided, inform Contract Manager next morning. 	<p>Frequency is 7 days a week at 2200 (including locking the gate), and 0600 on public holidays and Saturday mornings (including unlocking the gate)</p>

	<ul style="list-style-type: none"> • Locking the front gate at 2200 every night and opening at 0600 on Sundays and public holidays. 	
<p>Site 7: Lookout and Warrina Park Dam wall access track (Refer to Page16)</p>	<p>Interior Checks</p> <ul style="list-style-type: none"> • N/A <p>Exterior Checks</p> <ul style="list-style-type: none"> • Confirm gate is shut and locked. <p>General</p> <ul style="list-style-type: none"> • Check Lookout and Warrina Park for campers/visitors, move on if found • Confirm no persons on track/campers to the Dam wall access 	<p>Frequency is 7 days a week at 2200, and 0600 on public holidays and Saturday mornings</p>

